# AGENDA
# CITY OF DAYTON
# CITY COUNCIL MEETING

DATE: MONDAY, APRIL 6, 2026
TIME: 6:30 PM
PLACE: Palmer Creek Lodge Community Center – 606 4th Street, Dayton, OR 97114
VIRTUAL: ZOOM MEETING – ORS 192.670/HB 2560

You may join the Council Meeting online via YouTube: https://youtube.com/live/GKWS9nu42DE?feature=share

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


| ITEM | DESCRIPTION | PAGE # |
|---|---|---|
| A. | CALL TO ORDER & PLEDGE OF ALLEGIANCE | |
| B. | ROLL CALL | |
| C. | APPEARANCE OF INTERESTED CITIZENS | |
| D. | CONSENT AGENDA | |
| 1. | Financial Summary | 1 |
| 2. | February Financial Statement | 3-71 |
| 3. | February 17, 2026, Work Session Minutes | 72-74 |
| 4. | March 2, 2026, Regular Session Minutes | 75-79 |
| E. | ACTION ITEMS | |
| 1. | Yamhill County Sheriff's Office FY24/25 Annual Presentation | 81-89 |
| 2. | Discussion of Tourism Marketing Request from Dayton Community Development Association | 91-93 |
| 3. | Planning Commission Appointments | 95-103 |
| 4. | Approval of a "Master Agreement between Owner and Provider for Procurement and Installation" and a "Master Services Contract" with The Automation Group for System Integrator of Record Services | 105-357 |
| 5. | Receive Annual Financial Report for the Fiscal Year Ending June 30, 2025, | 359-435 |
| 6. | Approval of an Audit Deficiency Corrective Action Plan | 437-442 |
| 7. | Review TMDL Annual Report Acceptance Letter Discussion | 443-474 |
| 8. | Local Option Levy Update | 475-476 |
| F. | CITY COUNCIL COMMENTS AND CONCERNS | |
| G. | INFORMATION REPORTS | 477-485 |
| 1. | Library | |
| 2. | Public Works | |
| 3. | Recorder | |


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

H. CITY MANAGER'S REPORT 487-503

1. Annual update to City Council rules of procedure

I. ADJOURN

J. EXECUTIVE SESSION

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

**The executive session is being held pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions.**

Posted: April 3, 2026
By: Rocio Vargas, City Recorder

NEXT MEETING

April 14, 2026, Water Town Hall

April 20, 2026, Special Session Meeting

May 4, 2026, Joint Work Session with Yamhill County Board of Commissioners & Regular Session Meeting

May 5, 2026, Budget Committee Meeting & URA Budget Committee Meeting

*Virtually via Zoom and in Person, Palmer Creek Lodge Community Center, 606 4th Street, Dayton, OR 97114*

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

a **Email – any time up to 5:00 p.m.** the day of the meeting to rvargas@daytonoregon.gov. The Mayor will read the comments emailed to the City Recorder.

b **Appear in person** – if you would like to speak during public comment, please sign up on the sign-in sheet located on the table when you enter the Council Chambers.

c **Appear by Telephone only** – please sign up prior to the meeting by emailing the City Recorder at rvargas@daytonoregon.gov. (The chat function is not available when calling by phone into Zoom.)

d **Appear virtually via Zoom** – send an email directly to the City Recorder, Rocio Vargas, prior to 5:00pm to request to speak during public comment. **The City Recorder will need your first and last name, address, and contact information** (email, phone number), **and topic name** you will receive the Zoom Meeting link or information. When it is your turn, the Mayor will announce your name, and your microphone will be unmuted.

**CITY OF DAYTON, OREGON**

MONTHLY STATEMENT

2/28/2026

| | General Fund | Local Option Levy Fund | Transient Lodging Tax Fund | ARPA Fund | Urban Renewal Fund | Street Fund | Water Fund | Sewer Fund | Storm Water Fund | State Revenue Sharing Fund | Water System Capital Proj Fund | Sewer Reserve Fund | Equipment Replacement Reserve Fund | Building Reserve Fund | Street Reserve Fund | Parks Reserve Fund | Debt Service Fund | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues** | | | | | | | | | | | | | | | | | | |
| Taxes and Assessments | 7,001 | 1,394 | 8,763 | - | 50 | - | - | - | - | - | - | - | - | - | - | - | - | 17,208 |
| Interest | 216 | 179 | 592 | - | 37 | 729 | 1,621 | 906 | 10 | 105 | 395 | 943 | 1 | 1,107 | 584 | 106 | 662 | 8,193 |
| Licenses and Permits | 2,503 | - | - | - | - | - | - | | - | - | - | - | - | - | - | - | - | 2,503 |
| Fees and Fines | 3,723 | 12,393 | - | - | - | - | 1,026 | 523 | - | - | - | - | - | - | - | - | - | 17,665 |
| Charges for Services | 3,714 | - | - | - | - | - | 75,708 | 85,365 | - | - | - | - | - | - | - | - | - | 164,787 |
| State/Local Tax Sharing | - | - | - | - | - | 18,914 | - | - | - | 8,111 | - | - | - | - | - | - | - | 27,024 |
| Grants/Loan Proceeds | - | - | - | - | - | - | - | - | - | - | | - | - | - | - | - | - | - |
| Miscellaneous | 562 | - | - | - | - | - | 725 | - | - | - | - | - | - | - | - | - | - | 1,286 |
| **Total Revenues** | 17,719 | 13,966 | 9,355 | - | 87 | 19,643 | 79,080 | 86,794 | 10 | 8,216 | 395 | 943 | 1 | 1,107 | 584 | 106 | 662 | 238,667 |
| | | | | | | | | | | | | | | | | | | |
| **Expenditures** | | | | | | | | | | | | | | | | | | |
| Personnel | 22,884 | 7,658 | 12,544 | - | - | 7,706 | 44,368 | 32,751 | - | - | - | - | - | - | - | - | - | 127,912 |
| Materials & Services | 16,632 | 21,105 | 74 | - | - | 3,904 | 14,398 | 10,908 | - | 91 | - | - | - | - | - | - | - | 67,112 |
| Capital Outlay & Transfers | 148 | 2,943 | 3,927 | - | 5 | - | 297 | 825 | - | 123 | - | 91,584 | 3,822 | 12,468 | - | - | - | 116,142 |
| Capital Acquisition | - | - | - | - | - | - | - | - | - | - | - | | - | - | - | - | - | - |
| Debt Service | - | - | - | - | - | - | - | - | - | - | - | | - | - | - | - | - | - |
| **Total Expenditures** | 39,664 | 31,706 | 16,545 | - | 5 | 11,610 | 59,063 | 44,484 | - | 214 | - | 91,584 | 3,822 | 12,468 | - | - | - | 311,165 |
| | | | | | | | | | | | | | | | | | | |
| **Gross Change in Fund Balance** | (21,944) | (17,741) | (7,191) | - | 82 | 8,033 | 20,017 | 42,310 | 10 | 8,001 | 395 | (90,640) | (3,821) | (11,361) | 584 | 106 | 662 | (72,498) |
| | | | | | | | | | | | | | | | | | | |
| **Transfers** | - | - | - | - | - | - | - | - | - | | - | - | - | - | - | - | - | - |
| | | | | | | | | | | | | | | | | | | |
| **Net Change in Fund Balance** | (21,944) | (17,741) | (7,191) | - | 82 | 8,033 | 20,017 | 42,310 | 10 | 8,001 | 395 | (90,640) | (3,821) | (11,361) | 584 | 106 | 662 | (72,498) |
| | | | | | | | | | | | | | | | | | | |
| **Fund Balance, Beginning of Month** | 85,967 | 74,531 | 195,174 | - | 11,719 | 223,580 | 494,943 | 245,435 | 3,257 | 25,483 | 125,036 | 390,332 | 4,067 | 362,869 | 184,915 | 33,665 | 209,504 | 2,626,883 |
| | | | | | | | | | | | | | | | | | | |
| **Fund Balance, End of Month** | 64,022 | 56,790 | 187,983 | - | 11,802 | 231,613 | 514,960 | 287,745 | 3,267 | 33,484 | 125,431 | 299,691 | 247 | 351,507 | 185,499 | 33,772 | 210,166 | 2,554,385 |

CITY OF DAYTON
COMBINED CASH INVESTMENT
FEBRUARY 28, 2026

COMBINED CASH ACCOUNTS

| | | |
|---|---|---|
| 001.000.102.000 | CASH IN US BANK | 78,905.04 |
| 001.000.102.100 | PETTY CASH | 200.00 |
| 001.000.102.200 | CASH DRAWER | 150.00 |
| 001.000.103.000 | CKG - SEWER IMPROVEMENT PROJEC | 251.11 |
| 001.000.106.000 | CASH LGIP INVESTMENTS | 2,631,272.01 |
| | TOTAL COMBINED CASH | 2,710,778.16 |
| 001.000.180.000 | WRIGHT GRAPHIC POSTAGE DEPOSI | 588.30 |
| 001.000.101.000 | CASH ALLOCATED TO OTHER FUNDS | ( 2,711,366.46) |
| | TOTAL UNALLOCATED CASH | .00 |

CASH ALLOCATION RECONCILIATION

| | | |
|---|---|---|
| 100 | ALLOCATION TO GENERAL FUND | 70,428.43 |
| 101 | ALLOCATION TO LOCAL OPTION LEVY FUND | 56,790.01 |
| 105 | ALLOCATION TO TRANSIENT LODGING TAX FUND | 187,982.94 |
| 107 | ALLOCATION TO DAYTON URA FUND | 13,196.92 |
| 200 | ALLOCATION TO STREET FUND | 231,613.47 |
| 300 | ALLOCATION TO WATER FUND | 616,746.78 |
| 400 | ALLOCATION TO SEWER FUND | 291,543.25 |
| 450 | ALLOCATION TO STORMWATER FUND | 3,267.43 |
| 500 | ALLOCATION TO STATE REVENUE SHARING FUND | 33,484.18 |
| 600 | ALLOCATION TO WATER SYS CAPITAL PROJ FUND | 125,430.95 |
| 700 | ALLOCATION TO SEWER RESERVE FUND | 299,691.43 |
| 750 | ALLOCATION TO EQUIP REPLACEMENT RESERVE FUND | 246.62 |
| 760 | ALLOCATION TO BUILDING RESERVE FUND | 351,507.16 |
| 770 | ALLOCATION TO STREET RESERVE FUND | 185,499.44 |
| 780 | ALLOCATION TO PARKS RESERVE FUND | 33,771.50 |
| 850 | ALLOCATION TO DEBT SERVICE FUND | 210,165.95 |
| | TOTAL ALLOCATIONS TO OTHER FUNDS | 2,711,366.46 |
| | ALLOCATION FROM COMBINED CASH FUND - 001-000-101-000 | ( 2,711,366.46) |
| | ZERO PROOF IF ALLOCATIONS BALANCE | .00 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

GENERAL FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 100.000.101.000 | CASH ALLOCATED TO GENERAL FUND | | 70,428.43 | |
| | TOTAL ASSETS | | | 70,428.43 |
| | LIABILITIES AND EQUITY | | | |
| | LIABILITIES | | | |
| 100.000.212.000 | STATE W/H TAXES PAYABLE | | 5,056.53 | |
| 100.000.214.000 | WORKERS COMP PAYABLE | | 63.62 | |
| 100.000.215.000 | STATE SST W/H TAX PAYABLE | | 136.97 | |
| 100.000.218.000 | UNEMPLOYMENT INS. PAYABLE | | 16.67 | |
| 100.000.219.000 | PFML PAYABLE | | 823.00 | |
| 100.000.220.000 | MED/DENTAL & LIFE INS | | 896.70 | |
| 100.000.225.000 | STATE UNCLAIMED PROPERTY PAY | | ( 587.21) | |
| | TOTAL LIABILITIES | | | 6,406.28 |
| | FUND EQUITY | | | |
| 100.000.288.000 | FUND EQUITY | | 130,006.12 | |
| | REVENUE OVER EXPENDITURES - YTD | ( 65,983.97) | | |
| | BALANCE - CURRENT DATE | | ( 65,983.97) | |
| | TOTAL FUND EQUITY | | | 64,022.15 |
| | TOTAL LIABILITIES AND EQUITY | | | 70,428.43 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 100.000.400.000 | WORKING CAPITAL | .00 | .00 | 15,932.00 | 15,932.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 15,932.00 | 15,932.00 | .0 |
| | LEVIED TAXES (PRIOR YEARS) | | | | | |
| 100.000.402.000 | LEVIED TAXES (PRIOR YEARS) | 305.98 | 5,837.68 | 4,000.00 | ( 1,837.68) | 145.9 |
| | TOTAL LEVIED TAXES (PRIOR YEARS) | 305.98 | 5,837.68 | 4,000.00 | ( 1,837.68) | 145.9 |
| | INTEREST | | | | | |
| 100.000.404.000 | INTEREST | 215.82 | 2,201.56 | 3,300.00 | 1,098.44 | 66.7 |
| | TOTAL INTEREST | 215.82 | 2,201.56 | 3,300.00 | 1,098.44 | 66.7 |
| | BUSINESS/AMUSEMENT LICENSE | | | | | |
| 100.000.410.000 | BUS/AMUSEMENT LICENSE | 200.00 | 2,170.00 | 2,500.00 | 330.00 | 86.8 |
| | TOTAL BUSINESS/AMUSEMENT LICENSE | 200.00 | 2,170.00 | 2,500.00 | 330.00 | 86.8 |
| | FRANCHISE | | | | | |
| 100.000.412.000 | FRANCHISE-CABLE TV | 2,690.39 | 10,586.87 | 15,000.00 | 4,413.13 | 70.6 |
| 100.000.412.100 | FRANCHISE-SOLID WASTE | 705.34 | 5,639.79 | 12,000.00 | 6,360.21 | 47.0 |
| 100.000.412.200 | FRANCHISE-ELECTRIC SERVICE | .00 | .00 | 99,000.00 | 99,000.00 | .0 |
| 100.000.412.300 | FRANCHISE-TELECOMMUNICATIONS | 221.87 | 1,065.70 | 2,900.00 | 1,834.30 | 36.8 |
| | TOTAL FRANCHISE | 3,617.60 | 17,292.36 | 128,900.00 | 111,607.64 | 13.4 |
| | PERMIT & CONSTRUCTION FEES | | | | | |
| 100.000.416.000 | BUILDING PERMITS | 2,303.43 | 11,207.16 | 14,000.00 | 2,792.84 | 80.1 |
| 100.000.416.010 | PLAN CHECK FEES | .00 | 113.10 | 6,000.00 | 5,886.90 | 1.9 |
| 100.000.416.020 | TYPE A PERMIT FEES | .00 | 250.00 | 2,500.00 | 2,250.00 | 10.0 |
| 100.000.416.030 | TYPE B PERMIT FEES | .00 | 9,215.00 | 50,000.00 | 40,785.00 | 18.4 |
| 100.000.416.100 | PLANNING FEES | .00 | 22,719.75 | 107,379.00 | 84,659.25 | 21.2 |
| 100.000.416.200 | CONSTRUCTION EXCISE TAX | .00 | .00 | 500.00 | 500.00 | .0 |
| | TOTAL PERMIT & CONSTRUCTION FEES | 2,303.43 | 43,505.01 | 180,379.00 | 136,873.99 | 24.1 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | COURT | | | | | |
| 100.000.418.000 | CITATIONS & BAIL | .00 | 50.00 | .00 | ( 50.00) | .0 |
| 100.000.418.300 | ENGINEERING FEES | .00 | 1,446.00 | .00 | ( 1,446.00) | .0 |
| | TOTAL COURT | .00 | 1,496.00 | .00 | ( 1,496.00) | .0 |
| | STATE ALCOHOL TAXES | | | | | |
| 100.000.426.000 | STATE ALCOHOL TAXES | 5,533.00 | 30,174.80 | 50,000.00 | 19,825.20 | 60.4 |
| | TOTAL STATE ALCOHOL TAXES | 5,533.00 | 30,174.80 | 50,000.00 | 19,825.20 | 60.4 |
| | STATE SMOKING TAXES | | | | | |
| 100.000.428.000 | STATE CIGARETTE TAXES | 129.37 | 872.89 | 1,700.00 | 827.11 | 51.4 |
| 100.000.428.100 | STATE MARIJUANA TAX | .00 | 2,028.38 | 5,000.00 | 2,971.62 | 40.6 |
| | TOTAL STATE SMOKING TAXES | 129.37 | 2,901.27 | 6,700.00 | 3,798.73 | 43.3 |
| | LIBRARY | | | | | |
| 100.000.430.000 | CCRLS USE BASED REIMBURSEMENT | .00 | 7,185.62 | 12,000.00 | 4,814.38 | 59.9 |
| 100.000.430.100 | LIBRARY FEES/FINES | .00 | 60.00 | .00 | ( 60.00) | .0 |
| | TOTAL LIBRARY | .00 | 7,245.62 | 12,000.00 | 4,754.38 | 60.4 |
| | FIRE DEPARTMENT | | | | | |
| 100.000.432.000 | DAYTON RURAL FD SHARED COSTS | 3,714.39 | 10,698.48 | 9,000.00 | ( 1,698.48) | 118.9 |
| | TOTAL FIRE DEPARTMENT | 3,714.39 | 10,698.48 | 9,000.00 | ( 1,698.48) | 118.9 |
| | GRANTS | | | | | |
| 100.000.436.000 | READY TO READ GRANT | .00 | 1,000.00 | 1,000.00 | .00 | 100.0 |
| 100.000.436.200 | TRAVEL OREGON GRANT | .00 | 11,750.00 | .00 | ( 11,750.00) | .0 |
| | TOTAL GRANTS | .00 | 12,750.00 | 1,000.00 | ( 11,750.00) | 1275.0 |
| | CLG GRANT | | | | | |
| 100.000.444.000 | CLG GRANT | .00 | 8,315.00 | 10,000.00 | 1,685.00 | 83.2 |
| | TOTAL CLG GRANT | .00 | 8,315.00 | 10,000.00 | 1,685.00 | 83.2 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | MISCELLANEOUS REVENUE | | | | | |
| 100.000.480.000 | MISCELLANEOUS REVENUE | 272.69 | 1,092.74 | 15,000.00 | 13,907.26 | 7.3 |
| 100.000.480.300 | COMMUNITY CENTER RENTAL FEES | .00 | 450.00 | 3,700.00 | 3,250.00 | 12.2 |
| | TOTAL MISCELLANEOUS REVENUE | 272.69 | 1,542.74 | 18,700.00 | 17,157.26 | 8.3 |
| | FIREWORKS DONATION REVENUE | | | | | |
| 100.000.495.000 | FIREWORKS DONATIONS REVENUE | 214.00 | 1,125.00 | .00 | ( 1,125.00) | .0 |
| | TOTAL FIREWORKS DONATION REVENUE | 214.00 | 1,125.00 | .00 | ( 1,125.00) | .0 |
| | MISC FEES & TRANSFERS IN | | | | | |
| 100.000.499.300 | TAXES COLLECTED | 1,033.01 | 270,919.63 | 264,882.00 | ( 6,037.63) | 102.3 |
| 100.000.499.500 | NEWSLETTER ADVERTISING SALES | 75.00 | 75.00 | 150.00 | 75.00 | 50.0 |
| 100.000.499.510 | PARK RESERVATION FEES | 105.00 | 335.00 | 100.00 | ( 235.00) | 335.0 |
| 100.000.499.700 | TRANSFER FROM TLT FUND | .00 | .00 | 56,744.00 | 56,744.00 | .0 |
| | TOTAL MISC FEES & TRANSFERS IN | 1,213.01 | 271,329.63 | 321,876.00 | 50,546.37 | 84.3 |
| | TOTAL FUND REVENUE | 17,719.29 | 418,585.15 | 764,287.00 | 345,701.85 | 54.8 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | ADMINISTRATION | | | | | |
| | PERSONNEL | | | | | |
| 100.100.526.000 | CITY MANAGER | 1,351.25 | 10,810.00 | 16,216.00 | 5,406.00 | 66.7 |
| 100.100.526.100 | CITY RECORDER | 1,404.58 | 11,236.66 | 16,856.00 | 5,619.34 | 66.7 |
| 100.100.526.200 | ACCOUNTANT | 1,345.83 | 8,230.27 | 13,301.00 | 5,070.73 | 61.9 |
| 100.100.526.300 | TOURISM/ECON DEVEL DIRECTOR | 899.59 | 9,266.90 | 10,787.00 | 1,520.10 | 85.9 |
| 100.100.528.100 | PUBLIC WORKS SUPERVISOR | 276.37 | 2,215.29 | 3,317.00 | 1,101.71 | 66.8 |
| 100.100.536.000 | LIBRARY DIRECTOR | 1,123.56 | 8,988.12 | 13,485.00 | 4,496.88 | 66.7 |
| 100.100.537.000 | OFFICE SPECIALIST II | 350.35 | 3,170.71 | 4,871.00 | 1,700.29 | 65.1 |
| 100.100.590.000 | SOCIAL SECURITY | 532.75 | 4,307.17 | 6,034.00 | 1,726.83 | 71.4 |
| 100.100.592.000 | WORKERS COMPENSATION | 1.69 | 1,013.71 | 1,538.00 | 524.29 | 65.9 |
| 100.100.594.000 | HEALTH INSURANCE | 1,456.29 | 16,291.58 | 18,412.00 | 2,120.42 | 88.5 |
| 100.100.596.000 | PERS RETIREMENT | 2,869.82 | 12,856.23 | 23,187.00 | 10,330.77 | 55.5 |
| 100.100.598.000 | DISABILITY INSURANCE | 12.27 | 104.70 | 129.00 | 24.30 | 81.2 |
| 100.100.599.000 | UNEMPLOYMENT | 6.96 | 40.29 | 712.00 | 671.71 | 5.7 |
| | TOTAL PERSONNEL | 11,631.31 | 88,531.63 | 128,845.00 | 40,313.37 | 68.7 |
| | MATERIALS & SERVICES | | | | | |
| 100.100.600.000 | ELECTRICITY | 183.83 | 2,626.04 | 2,848.00 | 221.96 | 92.2 |
| 100.100.600.001 | ELECTRICITY - COMMUNITY CENTER | 692.97 | 2,359.62 | 6,600.00 | 4,240.38 | 35.8 |
| 100.100.600.100 | PROPANE | 210.36 | 1,269.32 | 1,619.00 | 349.68 | 78.4 |
| 100.100.601.000 | OFFICE EXPENSE | 298.09 | 2,807.83 | 3,920.00 | 1,112.17 | 71.6 |
| 100.100.601.100 | POSTAGE | 45.72 | 161.06 | 512.00 | 350.94 | 31.5 |
| 100.100.602.000 | TELEPHONE & RELATED | 52.22 | 409.29 | 958.00 | 548.71 | 42.7 |
| 100.100.604.000 | INSURANCE | .00 | 2,420.86 | 1,990.00 | ( 430.86) | 121.7 |
| 100.100.608.000 | AUDIT | 549.90 | 3,510.90 | 3,384.00 | ( 126.90) | 103.8 |
| 100.100.611.000 | TRAVEL & MEETINGS | .00 | 177.58 | 1,207.00 | 1,029.42 | 14.7 |
| 100.100.612.000 | TRAINING | .00 | 170.00 | .00 | ( 170.00) | .0 |
| 100.100.614.000 | EQUIPMENT REPAIR & MAINTENANCE | 1.14 | 87.63 | 500.00 | 412.37 | 17.5 |
| 100.100.614.100 | FUEL | 74.20 | 536.71 | 1,000.00 | 463.29 | 53.7 |
| 100.100.616.100 | SAFETY/UNIFORMS | 7.11 | 58.15 | 500.00 | 441.85 | 11.6 |
| 100.100.617.000 | SMALL TOOLS/SHOP SUPPLIES | .38 | 14.87 | 125.00 | 110.13 | 11.9 |
| 100.100.700.000 | LEGAL SERVICES | 2,426.30 | 5,647.22 | 2,561.00 | ( 3,086.22) | 220.5 |
| 100.100.700.100 | MISC LEGAL (NON ATTORNEY) | .00 | 127.28 | 500.00 | 372.72 | 25.5 |
| 100.100.705.000 | PROFESSIONAL SERVICES | 41.66 | 2,489.29 | 3,318.00 | 828.71 | 75.0 |
| 100.100.705.300 | DATA PROCESSING | 18.36 | 4,071.54 | 5,112.00 | 1,040.46 | 79.7 |
| 100.100.706.000 | DUES & CERTIFICATIONS | .00 | 908.59 | 812.00 | ( 96.59) | 111.9 |
| 100.100.707.000 | CITY HALL MAINTENANCE | 616.42 | 3,856.33 | 5,000.00 | 1,143.67 | 77.1 |
| 100.100.707.200 | CITY HALL ANNEX MAINTENANCE | .00 | .00 | 300.00 | 300.00 | .0 |
| 100.100.707.300 | COMMUNITY CENTER MAINTENANCE | 1,950.26 | 19,307.98 | 8,000.00 | ( 11,307.98) | 241.4 |
| 100.100.708.100 | TOOL & EQUIPMENT RENTAL | .00 | 195.11 | 100.00 | ( 95.11) | 195.1 |
| | TOTAL MATERIALS & SERVICES | 7,168.92 | 53,213.20 | 50,866.00 | ( 2,347.20) | 104.6 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 100.100.709.000 | PENALTIES | .00 | 16.79 | .00 | ( 16.79) | .0 |
| 100.100.750.200 | COMMUNITY CENTER RENTAL REFUND | .00 | 750.00 | .00 | ( 750.00) | .0 |
| 100.100.752.000 | DAYTON HARVEST FESTIVAL | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 100.100.800.000 | TOURISM-PROMOTIONS | .00 | 11,775.00 | .00 | ( 11,775.00) | .0 |
| 100.100.830.106 | TFR TO ARPA FUND | .00 | 42.03 | .00 | ( 42.03) | .0 |
| 100.100.830.300 | TRANSFER TO SEWER UTILITY FUND | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 100.100.903.000 | EQUIPMENT | .00 | 1,397.04 | 434.00 | ( 963.04) | 321.9 |
| 100.100.904.000 | CITY HALL IMPROVEMENTS | .00 | 1,000.00 | 500.00 | ( 500.00) | 200.0 |
| 100.100.904.400 | CH ANNEX/COMM CENTER IMPROVE | .00 | .00 | 500.00 | 500.00 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | 14,980.86 | 31,434.00 | 16,453.14 | 47.7 |
| | TOTAL ADMINISTRATION | 18,800.23 | 156,725.69 | 211,145.00 | 54,419.31 | 74.2 |
| | PUBLIC SAFETY | | | | | |
| | MATERIALS & SERVICES | | | | | |
| 100.101.700.500 | CODE ENFORCEMENT/ABATEMENT | .00 | 69.68 | .00 | ( 69.68) | .0 |
| | TOTAL MATERIALS & SERVICES | .00 | 69.68 | .00 | ( 69.68) | .0 |
| | TOTAL PUBLIC SAFETY | .00 | 69.68 | .00 | ( 69.68) | .0 |
| | PARKS | | | | | |
| | PERSONNEL | | | | | |
| 100.103.526.000 | CITY MANAGER | 180.17 | 1,441.36 | 2,163.00 | 721.64 | 66.6 |
| 100.103.526.300 | TOURISM/ECON DEVEL DIRECTOR | 138.29 | 1,106.32 | 1,660.00 | 553.68 | 66.7 |
| 100.103.528.100 | PUBLIC WORKS SUPERVISOR | 276.37 | 2,215.29 | 3,317.00 | 1,101.71 | 66.8 |
| 100.103.530.000 | MAINTENANCE OPERATOR 2 | 621.15 | 4,990.45 | 7,378.00 | 2,387.55 | 67.6 |
| 100.103.530.100 | MAINTENANCE OPERATOR 1 | 1,580.52 | 9,682.93 | 22,041.00 | 12,358.07 | 43.9 |
| 100.103.534.000 | PWKS LABORER/JANITOR | 184.76 | 1,562.14 | 2,338.00 | 775.86 | 66.8 |
| 100.103.590.000 | SOCIAL SECURITY | 300.42 | 2,428.83 | 2,979.00 | 550.17 | 81.5 |
| 100.103.592.000 | WORKERS COMPENSATION | .95 | 571.63 | 867.00 | 295.37 | 65.9 |
| 100.103.594.000 | HEALTH INSURANCE | 898.62 | 9,271.33 | 13,823.00 | 4,551.67 | 67.1 |
| 100.103.596.000 | PERS RETIREMENT | ( 5,613.33) | 7,377.49 | 11,442.00 | 4,064.51 | 64.5 |
| 100.103.598.000 | DISABILITY INSURANCE | 6.92 | 59.07 | 61.00 | 1.93 | 96.8 |
| 100.103.599.000 | UNEMPLOYMENT | 3.93 | 22.73 | 405.00 | 382.27 | 5.6 |
| | TOTAL PERSONNEL | ( 1,421.23) | 40,729.57 | 68,474.00 | 27,744.43 | 59.5 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | MATERIALS & SERVICES | | | | | |
| 100.103.600.000 | ELECTRICITY | 445.62 | 3,536.66 | 4,740.00 | 1,203.34 | 74.6 |
| 100.103.600.100 | PROPANE | 63.03 | 380.36 | 500.00 | 119.64 | 76.1 |
| 100.103.601.000 | OFFICE EXPENSE | 57.24 | 600.70 | 1,080.00 | 479.30 | 55.6 |
| 100.103.601.100 | POSTAGE | 14.31 | 48.25 | 159.00 | 110.75 | 30.4 |
| 100.103.602.000 | TELEPHONE & RELATED | 24.25 | 188.61 | 538.00 | 349.39 | 35.1 |
| 100.103.603.000 | GARBAGE/SANITATION | 223.30 | 2,060.09 | 2,978.00 | 917.91 | 69.2 |
| 100.103.604.000 | INSURANCE | .00 | 8,091.53 | 6,650.00 | ( 1,441.53) | 121.7 |
| 100.103.608.000 | AUDIT | 204.75 | 1,307.25 | 1,260.00 | ( 47.25) | 103.8 |
| 100.103.611.000 | TRAVEL & MEETINGS | .00 | 16.07 | 135.00 | 118.93 | 11.9 |
| 100.103.614.000 | EQUIPMENT REPAIR & MAINTENANCE | 3.40 | 946.70 | 2,500.00 | 1,553.30 | 37.9 |
| 100.103.614.100 | FUEL | 267.33 | 1,933.71 | 3,500.00 | 1,566.29 | 55.3 |
| 100.103.616.100 | SAFETY/UNIFORMS | 170.14 | 1,354.16 | 2,000.00 | 645.84 | 67.7 |
| 100.103.617.000 | SMALL TOOLS/SHOP SUPPLIES | 7.52 | 359.88 | 1,000.00 | 640.12 | 36.0 |
| 100.103.619.000 | PARK MAINTENANCE | 3,133.55 | 13,577.66 | 15,000.00 | 1,422.34 | 90.5 |
| 100.103.700.000 | LEGAL SERVICES | .00 | 250.56 | 618.00 | 367.44 | 40.5 |
| 100.103.700.100 | MISC LEGAL (NON ATTORNEY) | .00 | 55.65 | 200.00 | 144.35 | 27.8 |
| 100.103.705.000 | PROFESSIONAL SERVICES | 28.17 | 6,114.79 | 8,054.00 | 1,939.21 | 75.9 |
| 100.103.705.300 | DATA PROCESSING | 12.18 | 1,359.68 | 2,018.00 | 658.32 | 67.4 |
| 100.103.706.000 | DUES & CERTIFICATIONS | .00 | 70.93 | 116.00 | 45.07 | 61.2 |
| 100.103.707.000 | CITY HALL MAINTENANCE | 119.17 | 940.67 | 500.00 | ( 440.67) | 188.1 |
| 100.103.707.200 | CITY HALL ANNEX MAINTENANCE | .00 | .00 | 500.00 | 500.00 | .0 |
| 100.103.708.100 | TOOL & EQUIPMENT RENTAL | .00 | .00 | 200.00 | 200.00 | .0 |
| | TOTAL MATERIALS & SERVICES | 4,773.96 | 43,193.91 | 54,246.00 | 11,052.09 | 79.6 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 100.103.709.000 | PENALTIES | .00 | 21.85 | .00 | ( 21.85) | .0 |
| 100.103.715.000 | FIREWORKS CELEBRATION SHOW | .00 | 10,000.00 | .00 | ( 10,000.00) | .0 |
| 100.103.799.000 | MISCELLANEOUS EXPENSE | .00 | .00 | 500.00 | 500.00 | .0 |
| 100.103.903.000 | EQUIPMENT | .00 | 303.14 | .00 | ( 303.14) | .0 |
| 100.103.904.000 | CITY HALL IMPROVEMENTS | .00 | 1,000.00 | 500.00 | ( 500.00) | 200.0 |
| 100.103.904.200 | CITY YARDS/ SHOP IMPROVEMENTS | .00 | .00 | 500.00 | 500.00 | .0 |
| 100.103.910.100 | ALDERMAN PARK IMPROVEMENTS | .00 | .00 | 500.00 | 500.00 | .0 |
| 100.103.913.000 | SIGNS | .00 | .00 | 500.00 | 500.00 | .0 |
| 100.103.915.000 | CHRISTMAS TREE & BANDSTAND LTG | .00 | 1,565.00 | 500.00 | ( 1,065.00) | 313.0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | 12,889.99 | 3,000.00 | ( 9,889.99) | 429.7 |
| | TOTAL PARKS | 3,352.73 | 96,813.47 | 125,720.00 | 28,906.53 | 77.0 |
| | LIBRARY | | | | | |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | PERSONNEL | | | | | |
| 100.104.526.000 | CITY MANAGER | 180.17 | 1,441.36 | 2,163.00 | 721.64 | 66.6 |
| 100.104.536.000 | LIBRARY DIRECTOR | 1,123.55 | 8,988.04 | 13,485.00 | 4,496.96 | 66.7 |
| 100.104.536.100 | LIBRARY ASSISTANT | 1,165.20 | 10,418.83 | 15,153.00 | 4,734.17 | 68.8 |
| 100.104.590.000 | SOCIAL SECURITY | 212.06 | 1,714.46 | 2,358.00 | 643.54 | 72.7 |
| 100.104.592.000 | WORKERS COMPENSATION | .67 | 403.50 | 612.00 | 208.50 | 65.9 |
| 100.104.594.000 | HEALTH INSURANCE | 634.32 | 6,430.48 | 2,550.00 | ( 3,880.48) | 252.2 |
| 100.104.596.000 | PERS RETIREMENT | ( 1,494.15) | 6,145.05 | 9,059.00 | 2,913.95 | 67.8 |
| 100.104.598.000 | LIFE/DISABILITY INSURANCE | 4.89 | 41.70 | 45.00 | 3.30 | 92.7 |
| 100.104.599.000 | UNEMPLOYMENT | 2.77 | 16.04 | 286.00 | 269.96 | 5.6 |
| | TOTAL PERSONNEL | 1,829.48 | 35,599.46 | 45,711.00 | 10,111.54 | 77.9 |
| | MATERIALS & SERVICES | | | | | |
| 100.104.600.000 | UTILITIES - ELECTRICITY | 57.61 | 547.02 | 853.00 | 305.98 | 64.1 |
| 100.104.600.100 | UTILITIES - PROPANE | 84.14 | 519.72 | 1,141.00 | 621.28 | 45.6 |
| 100.104.601.000 | LIBRARY & OFFICE EXPENSE | 112.66 | 1,992.27 | 4,000.00 | 2,007.73 | 49.8 |
| 100.104.601.100 | POSTAGE | 39.90 | 134.57 | 442.00 | 307.43 | 30.5 |
| 100.104.602.000 | TELEPHONE & RELATED | 24.25 | 188.61 | 445.00 | 256.39 | 42.4 |
| 100.104.604.000 | INSURANCE | .00 | 2,128.85 | 1,750.00 | ( 378.85) | 121.7 |
| 100.104.608.000 | AUDIT | 306.80 | 1,958.80 | 1,888.00 | ( 70.80) | 103.8 |
| 100.104.611.000 | TRAVEL & MEETINGS | .00 | 10.05 | 135.00 | 124.95 | 7.4 |
| 100.104.616.100 | SAFETY/UNIFORMS | 2.34 | 2.34 | 100.00 | 97.66 | 2.3 |
| 100.104.700.000 | LEGAL SERVICES | .00 | 83.57 | 252.00 | 168.43 | 33.2 |
| 100.104.700.100 | MISC LEGAL (NON ATTORNEY) | .00 | 41.70 | 150.00 | 108.30 | 27.8 |
| 100.104.705.000 | PROFESSIONAL SERVICES | 40.68 | 836.43 | 995.00 | 158.57 | 84.1 |
| 100.104.705.300 | DATA PROCESSING | 12.18 | 1,359.68 | 2,020.00 | 660.32 | 67.3 |
| 100.104.706.000 | DUES & CERTIFICATIONS | 137.00 | 688.93 | 575.00 | ( 113.93) | 119.8 |
| 100.104.706.100 | SUBSCRIPTIONS | 288.99 | 407.93 | 575.00 | 167.07 | 70.9 |
| 100.104.707.000 | LIBRARY MAINTENANCE | 159.07 | 1,255.02 | 500.00 | ( 755.02) | 251.0 |
| | TOTAL MATERIALS & SERVICES | 1,265.62 | 12,155.49 | 15,821.00 | 3,665.51 | 76.8 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 100.104.709.000 | PENALTIES | .00 | 12.85 | .00 | ( 12.85) | .0 |
| 100.104.710.000 | CCRLS EXPENSE | .00 | .00 | 500.00 | 500.00 | .0 |
| 100.104.715.000 | BOOKS/AUDIO VISUAL | 80.97 | 1,007.34 | 4,000.00 | 2,992.66 | 25.2 |
| 100.104.730.000 | SUMMER READING PROGRAM | .00 | 4.06 | 2,000.00 | 1,995.94 | .2 |
| 100.104.730.100 | READY TO READ PROGRAM | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 100.104.730.200 | LIBRARY PROGRAMMING | .00 | .00 | 500.00 | 500.00 | .0 |
| 100.104.799.000 | MISCELLANEOUS EXPENSE | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 100.104.903.000 | EQUIPMENT | .00 | 944.68 | .00 | ( 944.68) | .0 |
| 100.104.906.000 | LIBRARY IMPROVEMENTS | 66.98 | 258.43 | 500.00 | 241.57 | 51.7 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | 147.95 | 2,227.36 | 11,000.00 | 8,772.64 | 20.3 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | TOTAL LIBRARY | 3,243.05 | 49,982.31 | 72,532.00 | 22,549.69 | 68.9 |
| | PLANNING & DEVELOPMENT | | | | | |
| | PERSONNEL | | | | | |
| 100.105.526.000 | CITY MANAGER | 360.33 | 2,882.64 | 4,325.00 | 1,442.36 | 66.7 |
| 100.105.526.100 | CITY RECORDER | 842.75 | 6,741.97 | 10,114.00 | 3,372.03 | 66.7 |
| 100.105.528.100 | PUBLIC WORKS SUPERVISOR | 138.19 | 1,107.68 | 1,659.00 | 551.32 | 66.8 |
| 100.105.536.000 | LIBRARY DIRECTOR | 561.77 | 4,494.29 | 6,743.00 | 2,248.71 | 66.7 |
| 100.105.537.000 | OFFICE SPECIALIST II | 96.99 | 938.45 | 1,421.00 | 482.55 | 66.0 |
| 100.105.590.000 | SOCIAL SECURITY | 104.99 | 848.83 | 1,857.00 | 1,008.17 | 45.7 |
| 100.105.592.000 | WORKERS COMPENSATION | .33 | 199.77 | 303.00 | 103.23 | 65.9 |
| 100.105.594.000 | HEALTH INSURANCE | 314.04 | 3,183.69 | 5,725.00 | 2,541.31 | 55.6 |
| 100.105.596.000 | PERS RETIREMENT | 469.10 | 4,764.58 | 7,136.00 | 2,371.42 | 66.8 |
| 100.105.598.000 | DISABILITY INSURANCE | 2.43 | 20.66 | 28.00 | 7.34 | 73.8 |
| 100.105.599.000 | UNEMPLOYMENT | 1.37 | 7.94 | 142.00 | 134.06 | 5.6 |
| | TOTAL PERSONNEL | 2,892.29 | 25,190.50 | 39,453.00 | 14,262.50 | 63.9 |
| | MATERIALS & SERVICES | | | | | |
| 100.105.600.000 | UTILITIES - ELECTRICITY | 35.85 | 362.50 | 533.00 | 170.50 | 68.0 |
| 100.105.600.100 | UTILITIES - PROPANE | 29.42 | 177.54 | 188.00 | 10.46 | 94.4 |
| 100.105.601.000 | OFFICE EXPENSE | 67.56 | 824.31 | 1,960.00 | 1,135.69 | 42.1 |
| 100.105.601.100 | POSTAGE | 14.31 | 95.66 | 147.00 | 51.34 | 65.1 |
| 100.105.602.000 | TELEPHONE & RELATED | 28.31 | 220.29 | 550.00 | 329.71 | 40.1 |
| 100.105.604.000 | INSURANCE | .00 | 2,128.85 | 1,750.00 | ( 378.85) | 121.7 |
| 100.105.608.000 | AUDIT | 523.90 | 3,344.90 | 3,224.00 | ( 120.90) | 103.8 |
| 100.105.611.000 | TRAVELS & MEETING | .00 | 16.07 | 135.00 | 118.93 | 11.9 |
| 100.105.612.000 | TRAINING | .00 | .00 | 275.00 | 275.00 | .0 |
| 100.105.700.000 | LEGAL SERVICES | 2,039.50 | 4,642.16 | 1,709.00 | ( 2,933.16) | 271.6 |
| 100.105.700.100 | MISC LEGAL (NON- ATTORNEY) | .00 | 403.38 | 200.00 | ( 203.38) | 201.7 |
| 100.105.705.000 | PROFESSIONAL SERVICES | 14.89 | 953.49 | 785.00 | ( 168.49) | 121.5 |
| 100.105.705.100 | ENGINEERING SERVICES | .00 | 18,233.65 | 19,035.00 | 801.35 | 95.8 |
| 100.105.705.200 | PLANNING SERVICES | .00 | 45,036.53 | 45,000.00 | ( 36.53) | 100.1 |
| 100.105.705.300 | DATA PROCESSING | 16.74 | 2,817.58 | 3,724.00 | 906.42 | 75.7 |
| 100.105.706.000 | DUES & CERTIFICATIONS | .00 | 101.24 | 166.00 | 64.76 | 61.0 |
| 100.105.707.000 | CITY HALL MAINTENANCE | 55.63 | 438.83 | 500.00 | 61.17 | 87.8 |
| 100.105.707.200 | CITY HALL ANNEX MAINTENANCE | .00 | .00 | 500.00 | 500.00 | .0 |
| | TOTAL MATERIALS & SERVICES | 2,826.11 | 79,796.98 | 80,381.00 | 584.02 | 99.3 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 100.105.709.000 | PENALTIES | .00 | 7.22 | .00 | ( 7.22) | .0 |
| 100.105.752.000 | PLANNING COMMISSION EXPENSE | .00 | .00 | 500.00 | 500.00 | .0 |
| 100.105.799.000 | MISCELLANEOUS EXPENSE | .00 | .00 | 500.00 | 500.00 | .0 |
| 100.105.903.000 | EQUIPMENT | .00 | 566.34 | 176.00 | ( 390.34) | 321.8 |
| 100.105.904.000 | CITY HALL IMPROVEMENTS | .00 | 1,000.00 | 500.00 | ( 500.00) | 200.0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | 1,573.56 | 1,676.00 | 102.44 | 93.9 |
| | TOTAL PLANNING & DEVELOPMENT | 5,718.40 | 106,561.04 | 121,510.00 | 14,948.96 | 87.7 |
| | BUILDING PROGRAM | | | | | |
| | PERSONNEL | | | | | |
| 100.106.526.000 | CITY MANAGER | 360.33 | 2,882.64 | 4,325.00 | 1,442.36 | 66.7 |
| 100.106.528.100 | PUBLIC WORKS SUPERVISOR | 414.56 | 3,322.98 | 4,975.00 | 1,652.02 | 66.8 |
| 100.106.530.000 | MAINTENANCE OPERATOR 2 | 310.57 | 2,495.22 | 3,689.00 | 1,193.78 | 67.6 |
| 100.106.536.000 | LIBRARIAN | 561.77 | 4,494.29 | 6,743.00 | 2,248.71 | 66.7 |
| 100.106.537.000 | OFFICE SPECIALIST II | 1,357.80 | 13,138.18 | 19,886.00 | 6,747.82 | 66.1 |
| 100.106.590.000 | SOCIAL SECURITY | 209.46 | 1,693.46 | 3,033.00 | 1,339.54 | 55.8 |
| 100.106.592.000 | WORKERS COMPENSATION | .66 | 398.55 | 605.00 | 206.45 | 65.9 |
| 100.106.594.000 | HEALTH INSURANCE | 637.27 | 6,443.11 | 11,114.00 | 4,670.89 | 58.0 |
| 100.106.596.000 | PERS RETIREMENT | 4,092.11 | 7,761.65 | 11,653.00 | 3,891.35 | 66.6 |
| 100.106.598.000 | LIFE/DISABILITY INSURANCE | 4.83 | 41.19 | 60.00 | 18.81 | 68.7 |
| 100.106.599.000 | UNEMPLOYMENT | 2.74 | 15.85 | 283.00 | 267.15 | 5.6 |
| | TOTAL PERSONNEL | 7,952.10 | 42,687.12 | 66,366.00 | 23,678.88 | 64.3 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | MATERIALS & SERVICES | | | | | |
| 100.106.600.000 | UTILITIES - ELECTRICITY | 14.35 | 136.30 | 213.00 | 76.70 | 64.0 |
| 100.106.600.100 | UTILITIES - PROPANE | 20.96 | 126.49 | 135.00 | 8.51 | 93.7 |
| 100.106.601.000 | OFFICE EXPENSE | 67.56 | 812.15 | 1,508.00 | 695.85 | 53.9 |
| 100.106.601.100 | POSTAGE | 28.50 | 96.11 | 316.00 | 219.89 | 30.4 |
| 100.106.602.000 | TELEPHONE & RELATED | 13.52 | 177.88 | 359.00 | 181.12 | 49.6 |
| 100.106.604.000 | INSURANCE | .00 | 2,797.65 | 2,299.00 | ( 498.65) | 121.7 |
| 100.106.608.000 | AUDIT | 386.75 | 2,469.25 | 2,380.00 | ( 89.25) | 103.8 |
| 100.106.611.000 | TRAVEL & MEETINGS | .00 | 10.05 | 336.00 | 325.95 | 3.0 |
| 100.106.700.000 | LEGAL SERVICES | .00 | 207.86 | 527.00 | 319.14 | 39.4 |
| 100.106.700.100 | MISC LEGAL (NON-ATTORNEY) | .00 | 41.70 | 200.00 | 158.30 | 20.9 |
| 100.106.700.350 | LOCAL GOVERNMENT SURCHARGE FEE | .00 | .00 | 1,700.00 | 1,700.00 | .0 |
| 100.106.705.000 | PROFESSIONAL SERVICES | 13.70 | 686.30 | 1,208.00 | 521.70 | 56.8 |
| 100.106.705.100 | ENGINEERING SERVICES | .00 | 331.05 | 2,991.00 | 2,659.95 | 11.1 |
| 100.106.705.300 | DATA PROCESSING | 12.18 | 10,839.68 | 11,508.00 | 668.32 | 94.2 |
| 100.106.706.000 | DUES & CERTIFICATIONS | .00 | 237.44 | 265.00 | 27.56 | 89.6 |
| 100.106.707.000 | CITY HALL MAINTENANCE | 39.64 | 312.70 | 500.00 | 187.30 | 62.5 |
| | TOTAL MATERIALS & SERVICES | 597.16 | 19,282.61 | 26,445.00 | 7,162.39 | 72.9 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 100.106.709.000 | PENALTIES | .00 | 6.17 | .00 | ( 6.17) | .0 |
| 100.106.716.000 | BUILDING INSPECTION SERVICES | .00 | .00 | 14,000.00 | 14,000.00 | .0 |
| 100.106.716.100 | PLAN CHECK SERVICES | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| 100.106.716.300 | TYPE B PERMIT INSPECTIONS | .00 | 7,374.69 | 50,000.00 | 42,625.31 | 14.8 |
| 100.106.717.000 | CLG FACADE IMPROVEMENTS | .00 | 3,500.00 | 10,000.00 | 6,500.00 | 35.0 |
| 100.106.799.000 | MISCELLANEOUS EXPENSE | .00 | .00 | 500.00 | 500.00 | .0 |
| 100.106.903.000 | EQUIPMENT | .00 | 566.34 | 176.00 | ( 390.34) | 321.8 |
| 100.106.904.000 | CITY HALL IMPROVEMENTS | .00 | 1,000.00 | 500.00 | ( 500.00) | 200.0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | 12,447.20 | 81,176.00 | 68,728.80 | 15.3 |
| | TOTAL BUILDING PROGRAM | 8,549.26 | 74,416.93 | 173,987.00 | 99,570.07 | 42.8 |
| | GENERAL FUND CONTINGENCY | | | | | |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 100.107.880.000 | CONTINGENCY | .00 | .00 | 59,393.00 | 59,393.00 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | .00 | 59,393.00 | 59,393.00 | .0 |
| | TOTAL GENERAL FUND CONTINGENCY | .00 | .00 | 59,393.00 | 59,393.00 | .0 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|
| TOTAL FUND EXPENDITURES | 39,663.67 | 484,569.12 | 764,287.00 | 279,717.88 | 63.4 |
| NET REVENUE OVER EXPENDITURES | ( 21,944.38) | ( 65,983.97) | .00 | 65,983.97 | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

LOCAL OPTION LEVY FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 101.000.101.000 | CASH ALLOC TO LOCAL OPTION LVY | | 56,790.01 | |
| | TOTAL ASSETS | | | 56,790.01 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 101.000.288.000 | FUND EQUITY | | 4,296.95 | |
| | REVENUE OVER EXPENDITURES - YTD | 52,493.06 | | |
| | BALANCE - CURRENT DATE | | 52,493.06 | |
| | TOTAL FUND EQUITY | | | 56,790.01 |
| | TOTAL LIABILITIES AND EQUITY | | | 56,790.01 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

LOCAL OPTION LEVY FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 101.000.400.000 | WORKING CAPITAL | .00 | .00 | 575.00 | 575.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 575.00 | 575.00 | .0 |
| | LEVIED TAXES (PRIOR YEARS) | | | | | |
| 101.000.402.000 | LEVIED TAXES (PRIOR YEARS) | 318.41 | 6,076.03 | 3,500.00 | ( 2,576.03) | 173.6 |
| | TOTAL LEVIED TAXES (PRIOR YEARS) | 318.41 | 6,076.03 | 3,500.00 | ( 2,576.03) | 173.6 |
| | INTEREST | | | | | |
| 101.000.404.000 | INTEREST | 178.78 | 1,538.18 | 1,400.00 | ( 138.18) | 109.9 |
| | TOTAL INTEREST | 178.78 | 1,538.18 | 1,400.00 | ( 138.18) | 109.9 |
| | COURT FEES | | | | | |
| 101.000.418.000 | CITATIONS & BAIL | 355.00 | 6,042.00 | 16,000.00 | 9,958.00 | 37.8 |
| 101.000.418.100 | COURT REVENUE SHARING | 45.00 | 45.00 | 600.00 | 555.00 | 7.5 |
| 101.000.418.110 | FIX-IT-TICKET FEES | .00 | 490.00 | 500.00 | 10.00 | 98.0 |
| 101.000.418.200 | TRAFFIC SCHOOL FEES | .00 | .00 | 500.00 | 500.00 | .0 |
| 101.000.418.400 | PUBLIC SAFETY FEE | 11,993.23 | 12,182.99 | 67,641.00 | 55,458.01 | 18.0 |
| | TOTAL COURT FEES | 12,393.23 | 18,759.99 | 85,241.00 | 66,481.01 | 22.0 |
| | TAXES COLLECTED | | | | | |
| 101.000.499.300 | TAXES COLLECTED | 1,075.18 | 281,928.10 | 287,290.00 | 5,361.90 | 98.1 |
| | TOTAL TAXES COLLECTED | 1,075.18 | 281,928.10 | 287,290.00 | 5,361.90 | 98.1 |
| | TOTAL FUND REVENUE | 13,965.60 | 308,302.30 | 378,006.00 | 69,703.70 | 81.6 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

LOCAL OPTION LEVY FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | PERSONNEL | | | | | |
| 101.101.526.000 | CITY MANAGER | 270.25 | 2,162.00 | 3,244.00 | 1,082.00 | 66.7 |
| 101.101.526.100 | CITY RECORDER | 561.83 | 4,494.67 | 6,743.00 | 2,248.33 | 66.7 |
| 101.101.526.200 | ACCOUNTANT | 395.83 | 2,420.65 | 3,913.00 | 1,492.35 | 61.9 |
| 101.101.536.000 | LIBRARIAN | 561.77 | 4,494.27 | 6,743.00 | 2,248.73 | 66.7 |
| 101.101.537.000 | OFFICE SPECIALIST II | 2,193.08 | 21,001.10 | 31,859.00 | 10,857.90 | 65.9 |
| 101.101.590.000 | SOCIAL SECURITY | 290.54 | 2,348.99 | 4,019.00 | 1,670.01 | 58.5 |
| 101.101.592.000 | WORKERS COMPENSATION | .74 | 443.07 | 839.00 | 395.93 | 52.8 |
| 101.101.594.000 | HEALTH INSURANCE | 828.70 | 8,850.74 | 16,572.00 | 7,721.26 | 53.4 |
| 101.101.596.000 | PERS RETIREMENT | 2,544.86 | 9,476.70 | 15,441.00 | 5,964.30 | 61.4 |
| 101.101.598.000 | DISABILITY INSURANCE | 6.69 | 57.09 | 73.00 | 15.91 | 78.2 |
| 101.101.599.000 | UNEMPLOYMENT | 3.80 | 21.99 | 391.00 | 369.01 | 5.6 |
| | TOTAL PERSONNEL | 7,658.09 | 55,771.27 | 89,837.00 | 34,065.73 | 62.1 |
| | MATERIALS & SERVICES | | | | | |
| 101.101.600.000 | ELECTRICITY | 48.66 | 506.19 | 848.00 | 341.81 | 59.7 |
| 101.101.600.100 | PROPANE | 25.23 | 152.24 | 385.00 | 232.76 | 39.5 |
| 101.101.601.000 | OFFICE EXPENSE | 690.41 | 3,173.01 | 1,855.00 | ( 1,318.01) | 171.1 |
| 101.101.601.100 | POSTAGE | 34.20 | 115.33 | 387.00 | 271.67 | 29.8 |
| 101.101.602.000 | TELEPHONE & RELATED | 24.25 | 188.61 | 723.00 | 534.39 | 26.1 |
| 101.101.604.000 | INSURANCE | .00 | 3,362.83 | 2,763.00 | ( 599.83) | 121.7 |
| 101.101.608.000 | AUDIT | 341.25 | 2,178.75 | 2,100.00 | ( 78.75) | 103.8 |
| 101.101.611.000 | TRAVEL & MEETINGS | .00 | 51.29 | 738.00 | 686.71 | 7.0 |
| 101.101.612.000 | TRAINING | .00 | 50.00 | 1,330.00 | 1,280.00 | 3.8 |
| 101.101.614.100 | FUEL | 128.64 | 930.49 | 1,600.00 | 669.51 | 58.2 |
| 101.101.616.100 | SAFETY/UNIFORMS | 2.34 | 2.34 | 300.00 | 297.66 | .8 |
| 101.101.700.000 | LEGAL SERVICES | 762.50 | 3,617.07 | 1,000.00 | ( 2,617.07) | 361.7 |
| 101.101.700.100 | MISC (LEGAL) NON-ATTY | .00 | 69.71 | 250.00 | 180.29 | 27.9 |
| 101.101.700.350 | COURT ASSESSMENTS | 83.00 | 748.00 | 1,400.00 | 652.00 | 53.4 |
| 101.101.700.500 | CODE ENFORCEMENT & ABATEMENT | .00 | 421.31 | .00 | ( 421.31) | .0 |
| 101.101.705.000 | PROFESSIONAL SERVICES | 29.75 | 1,567.79 | 1,335.00 | ( 232.79) | 117.4 |
| 101.101.705.100 | SHERIFF'S CONTRACT | 17,834.17 | 142,673.36 | 214,011.00 | 71,337.64 | 66.7 |
| 101.101.705.300 | DATA PROCESSING | 53.29 | 10,688.66 | 13,571.00 | 2,882.34 | 78.8 |
| 101.101.705.400 | MUNICIPAL JUDGE SERVICES | 1,000.00 | 4,500.00 | 6,000.00 | 1,500.00 | 75.0 |
| 101.101.706.000 | DUES & CERTIFICATIONS | .00 | 91.86 | 398.00 | 306.14 | 23.1 |
| 101.101.707.000 | CITY HALL MAINTENANCE | 47.70 | 376.25 | 200.00 | ( 176.25) | 188.1 |
| 101.101.707.200 | CITY HALL ANNEX MAINTENANCE | .00 | .00 | 200.00 | 200.00 | .0 |
| | TOTAL MATERIALS & SERVICES | 21,105.39 | 175,465.09 | 251,394.00 | 75,928.91 | 69.8 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

LOCAL OPTION LEVY FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 101.101.709.000 | PENALTIES | .00 | 11.65 | .00 | ( 11.65) | .0 |
| 101.101.770.000 | 9-1-1 SERVICES | 2,942.67 | 23,541.36 | 36,275.00 | 12,733.64 | 64.9 |
| 101.101.799.000 | MISCELLANEOUS EXPENSE | .00 | .00 | 500.00 | 500.00 | .0 |
| 101.101.903.000 | EQUIPMENT | .00 | 1,019.87 | .00 | ( 1,019.87) | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | 2,942.67 | 24,572.88 | 36,775.00 | 12,202.12 | 66.8 |
| | TOTAL EXPENDITURES | 31,706.15 | 255,809.24 | 378,006.00 | 122,196.76 | 67.7 |
| | TOTAL FUND EXPENDITURES | 31,706.15 | 255,809.24 | 378,006.00 | 122,196.76 | 67.7 |
| | NET REVENUE OVER EXPENDITURES | ( 17,740.55) | 52,493.06 | .00 | ( 52,493.06) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

TRANSIENT LODGING TAX FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 105.000.101.000 | CASH ALLOCATED TO TLT FUND | | 187,982.94 | |
| | TOTAL ASSETS | | | 187,982.94 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 105.000.288.000 | FUND EQUITY | | 182,699.53 | |
| | REVENUE OVER EXPENDITURES - YTD | 5,283.41 | | |
| | BALANCE - CURRENT DATE | | 5,283.41 | |
| | TOTAL FUND EQUITY | | | 187,982.94 |
| | TOTAL LIABILITIES AND EQUITY | | | 187,982.94 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

TRANSIENT LODGING TAX FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 105.000.400.000 | WORKING CAPITAL | .00 | .00 | 164,304.00 | 164,304.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 164,304.00 | 164,304.00 | .0 |
| | INTEREST | | | | | |
| 105.000.404.000 | INTEREST | 591.79 | 5,480.12 | 200.00 | ( 5,280.12) | 2740.1 |
| | TOTAL INTEREST | 591.79 | 5,480.12 | 200.00 | ( 5,280.12) | 2740.1 |
| | TRANSIENT LODGING TAX | | | | | |
| 105.000.429.000 | TRANSIENT LODGING TAX | 8,762.72 | 78,660.09 | 132,403.00 | 53,742.91 | 59.4 |
| | TOTAL TRANSIENT LODGING TAX | 8,762.72 | 78,660.09 | 132,403.00 | 53,742.91 | 59.4 |
| | TOTAL FUND REVENUE | 9,354.51 | 84,140.21 | 296,907.00 | 212,766.79 | 28.3 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

TRANSIENT LODGING TAX FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | PERSONNEL | | | | | |
| 105.105.526.300 | TOURISM/ECON DEVEL DIRECTOR | 3,802.31 | 28,348.32 | 45,637.00 | 17,288.68 | 62.1 |
| 105.105.590.000 | SOCIAL SECURITY | 232.85 | 1,882.56 | 3,492.00 | 1,609.44 | 53.9 |
| 105.105.592.000 | WORKERS COMPENSATION | .92 | 552.84 | 672.00 | 119.16 | 82.3 |
| 105.105.594.000 | HEALTH INSURANCE | 696.50 | 7,060.90 | 11,834.00 | 4,773.10 | 59.7 |
| 105.105.596.000 | PERS RETIREMENT | 7,803.21 | 8,965.80 | 13,423.00 | 4,457.20 | 66.8 |
| 105.105.598.000 | DISABILITY INSURANCE | 5.36 | 45.75 | 61.00 | 15.25 | 75.0 |
| 105.105.599.000 | UNEMPLOYMENT | 3.04 | 17.62 | 314.00 | 296.38 | 5.6 |
| | TOTAL PERSONNEL | 12,544.19 | 46,873.79 | 75,433.00 | 28,559.21 | 62.1 |
| | MATERIALS & SERVICES | | | | | |
| 105.105.601.000 | OFFICE EXPENSE | .00 | .00 | 490.00 | 490.00 | .0 |
| 105.105.602.000 | TELEPHONE AND RELATED | 4.47 | 31.76 | 564.00 | 532.24 | 5.6 |
| 105.105.604.000 | INSURANCE | .00 | 941.97 | 775.00 | ( 166.97) | 121.5 |
| 105.105.608.000 | AUDIT | 65.00 | 415.00 | 400.00 | ( 15.00) | 103.8 |
| 105.105.611.000 | TRAVEL AND MEETINGS | .00 | 313.10 | 2,500.00 | 2,186.90 | 12.5 |
| 105.105.700.000 | LEGAL SERVICES | .00 | 7.34 | 1,000.00 | 992.66 | .7 |
| 105.105.700.100 | MISC LEGAL (NON ATTY) | .00 | 12.12 | 200.00 | 187.88 | 6.1 |
| 105.105.705.300 | DATA PROCESSING | 4.48 | 373.91 | 582.00 | 208.09 | 64.3 |
| 105.105.706.000 | DUES & CERTIFICATIONS | .00 | 28.58 | 879.00 | 850.42 | 3.3 |
| | TOTAL MATERIALS & SERVICES | 73.95 | 2,123.78 | 7,390.00 | 5,266.22 | 28.7 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 105.105.709.000 | PENALTIES | .00 | 1.95 | .00 | ( 1.95) | .0 |
| 105.105.710.000 | TOURISM-PROFESSIONAL SERVICES | 2,400.00 | 15,500.00 | 30,240.00 | 14,740.00 | 51.3 |
| 105.105.711.000 | TOURISM - MARKETING CONTENT | 1,526.97 | 4,030.32 | 25,000.00 | 20,969.68 | 16.1 |
| 105.105.712.000 | TOURISM - PUBLIC RELATIONS | .00 | 391.34 | 2,500.00 | 2,108.66 | 15.7 |
| 105.105.799.000 | TOURISM-MISCELLANEOUS | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 105.105.800.000 | TOURISM-PROMOTIONS | .00 | 9,935.62 | 2,500.00 | ( 7,435.62) | 397.4 |
| 105.105.840.100 | TRANSFER TO GENERAL FUND | .00 | .00 | 56,744.00 | 56,744.00 | .0 |
| 105.105.880.000 | CONTINGENCY | .00 | .00 | 96,100.00 | 96,100.00 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | 3,926.97 | 29,859.23 | 214,084.00 | 184,224.77 | 14.0 |
| | TOTAL EXPENDITURES | 16,545.11 | 78,856.80 | 296,907.00 | 218,050.20 | 26.6 |
| | TOTAL FUND EXPENDITURES | 16,545.11 | 78,856.80 | 296,907.00 | 218,050.20 | 26.6 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

TRANSIENT LODGING TAX FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|
| NET REVENUE OVER EXPENDITURES | ( 7,190.60) | 5,283.41 | .00 | ( 5,283.41) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

ARPA FUND

| | | | | |
|---|---|---|---|---|
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 106.000.288.000 | FUND EQUITY | | ( 42.03) | |
| | REVENUE OVER EXPENDITURES - YTD | 42.03 | | |
| | BALANCE - CURRENT DATE | | 42.03 | |
| | TOTAL FUND EQUITY | | | .00 |
| | TOTAL LIABILITIES AND EQUITY | | | .00 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

ARPA FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 106.106.830.000 | TRANSFER TO GENERAL FUND | .00 | ( 42.03) | .00 | 42.03 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | ( 42.03) | .00 | 42.03 | .0 |
| | TOTAL EXPENDITURES | .00 | ( 42.03) | .00 | 42.03 | .0 |
| | TOTAL FUND EXPENDITURES | .00 | ( 42.03) | .00 | 42.03 | .0 |
| | NET REVENUE OVER EXPENDITURES | .00 | 42.03 | .00 | ( 42.03) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

DAYTON URA FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 107.000.101.000 | CASH ALLOCATED TO URA FUND | | 13,196.92 | |
| | TOTAL ASSETS | | | 13,196.92 |
| | LIABILITIES AND EQUITY | | | |
| | LIABILITIES | | | |
| 107.000.225.000 | DAYTON FIRE TIF PAYABLE | | 1,035.68 | |
| 107.000.226.000 | DAYTON SD TIF PAYABLE | | 359.73 | |
| | TOTAL LIABILITIES | | | 1,395.41 |
| | FUND EQUITY | | | |
| | REVENUE OVER EXPENDITURES - YTD | 11,801.51 | | |
| | BALANCE - CURRENT DATE | | 11,801.51 | |
| | TOTAL FUND EQUITY | | | 11,801.51 |
| | TOTAL LIABILITIES AND EQUITY | | | 13,196.92 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

DAYTON URA FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| 107.000.404.000 | INTEREST | 37.15 | 163.02 | .00 | ( 163.02) | .0 |
| | TOTAL REVENUE 404 | 37.15 | 163.02 | .00 | ( 163.02) | .0 |
| | REVENUE 499 | | | | | |
| 107.000.499.300 | TAXES COLLECTED | 50.25 | 13,033.90 | 7,769.00 | ( 5,264.90) | 167.8 |
| | TOTAL REVENUE 499 | 50.25 | 13,033.90 | 7,769.00 | ( 5,264.90) | 167.8 |
| | TOTAL FUND REVENUE | 87.40 | 13,196.92 | 7,769.00 | ( 5,427.92) | 169.9 |

DAYTON URA FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | MATERIALS & SERVICES | | | | | |
| 107.107.705.000 | PROFESSIONAL SERVICES | .00 | .00 | 6,863.00 | 6,863.00 | .0 |
| | TOTAL MATERIALS & SERVICES | .00 | .00 | 6,863.00 | 6,863.00 | .0 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 107.107.910.100 | RESERVE FOR DAYTON SD TIF | 1.39 | 359.73 | 215.00 | ( 144.73) | 167.3 |
| 107.107.955.000 | DAYTON FIRE DIST TIF SHARE | 3.99 | 1,035.68 | 691.00 | ( 344.68) | 149.9 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | 5.38 | 1,395.41 | 906.00 | ( 489.41) | 154.0 |
| | TOTAL DEPARTMENT 107 | 5.38 | 1,395.41 | 7,769.00 | 6,373.59 | 18.0 |
| | TOTAL FUND EXPENDITURES | 5.38 | 1,395.41 | 7,769.00 | 6,373.59 | 18.0 |
| | NET REVENUE OVER EXPENDITURES | 82.02 | 11,801.51 | .00 | ( 11,801.51) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

STREET FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 200.000.101.000 | CASH ALLOCATED TO STREET FUND | | 231,613.47 | |
| | TOTAL ASSETS | | | 231,613.47 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 200.000.288.000 | FUND EQUITY | | 217,585.64 | |
| | REVENUE OVER EXPENDITURES - YTD | 14,027.84 | | |
| | BALANCE - CURRENT DATE | | 14,027.84 | |
| | TOTAL FUND EQUITY | | | 231,613.48 |
| | TOTAL LIABILITIES AND EQUITY | | | 231,613.48 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

STREET FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 200.000.400.000 | WORKING CAPITAL | .00 | .00 | 162,096.00 | 162,096.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 162,096.00 | 162,096.00 | .0 |
| | INTEREST | | | | | |
| 200.000.404.000 | INTEREST | 729.14 | 6,371.61 | 800.00 | ( 5,571.61) | 796.5 |
| | TOTAL INTEREST | 729.14 | 6,371.61 | 800.00 | ( 5,571.61) | 796.5 |
| | STATE HIGHWAY REVENUE | | | | | |
| 200.000.438.000 | STATE HIGHWAY REVENUE | 18,913.89 | 127,278.53 | 216,531.00 | 89,252.47 | 58.8 |
| | TOTAL STATE HIGHWAY REVENUE | 18,913.89 | 127,278.53 | 216,531.00 | 89,252.47 | 58.8 |
| | MISCELLANEOUS REVENUE | | | | | |
| 200.000.480.000 | MISCELLANEOUS REVENUE | .00 | .00 | 17,000.00 | 17,000.00 | .0 |
| | TOTAL MISCELLANEOUS REVENUE | .00 | .00 | 17,000.00 | 17,000.00 | .0 |
| | TOTAL FUND REVENUE | 19,643.03 | 133,650.14 | 396,427.00 | 262,776.86 | 33.7 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

STREET FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | PERSONNEL | | | | | |
| 200.200.526.000 | CITY MANAGER | 450.42 | 3,603.36 | 5,406.00 | 1,802.64 | 66.7 |
| 200.200.526.200 | ACCOUNTANT | 316.67 | 1,936.56 | 3,130.00 | 1,193.44 | 61.9 |
| 200.200.528.100 | PUBLIC WORKS SUPERVISOR | 829.11 | 6,645.88 | 9,950.00 | 3,304.12 | 66.8 |
| 200.200.530.000 | MAINTENANCE OPERATOR 2 | 621.15 | 4,990.45 | 7,378.00 | 2,387.55 | 67.6 |
| 200.200.530.100 | MAINTENANCE OPERATOR 1 | 851.57 | 7,389.31 | 11,878.00 | 4,488.69 | 62.2 |
| 200.200.534.000 | PWKS LABORER/JANITOR | 369.51 | 3,123.75 | 4,675.00 | 1,551.25 | 66.8 |
| 200.200.536.000 | LIBRARIAN | 561.77 | 4,494.26 | 6,743.00 | 2,248.74 | 66.7 |
| 200.200.590.000 | SOCIAL SECURITY | 288.46 | 2,332.17 | 3,765.00 | 1,432.83 | 61.9 |
| 200.200.592.000 | WORKERS COMPENSATION | .91 | 548.88 | 833.00 | 284.12 | 65.9 |
| 200.200.594.000 | HEALTH INSURANCE | 830.56 | 8,941.12 | 11,762.00 | 2,820.88 | 76.0 |
| 200.200.596.000 | PERS RETIREMENT | 2,575.32 | 8,915.15 | 14,460.00 | 5,544.85 | 61.7 |
| 200.200.598.000 | LIFE/DISABILITY INSURANCE | 6.65 | 56.73 | 74.00 | 17.27 | 76.7 |
| 200.200.599.000 | UNEMPLOYMENT | 3.77 | 21.83 | 389.00 | 367.17 | 5.6 |
| | TOTAL PERSONNEL | 7,705.87 | 52,999.45 | 80,443.00 | 27,443.55 | 65.9 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

STREET FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | MATERIALS & SERVICES | | | | | |
| 200.200.600.000 | UTILITIES - ELECTRICITY | 2,045.10 | 17,203.06 | 25,881.00 | 8,677.94 | 66.5 |
| 200.200.600.100 | UTILITIES - PROPANE | 29.42 | 177.54 | 188.00 | 10.46 | 94.4 |
| 200.200.601.000 | OFFICE EXPENSE | 318.46 | 2,378.76 | 3,357.00 | 978.24 | 70.9 |
| 200.200.601.100 | POSTAGE | 39.90 | 134.57 | 442.00 | 307.43 | 30.5 |
| 200.200.602.000 | TELEPHONE & RELATED | 48.55 | 377.72 | 1,076.00 | 698.28 | 35.1 |
| 200.200.603.000 | GARBAGE/SANITATION | 146.03 | 1,347.25 | 1,947.00 | 599.75 | 69.2 |
| 200.200.604.000 | INSURANCE | .00 | 6,735.09 | 5,535.00 | ( 1,200.09) | 121.7 |
| 200.200.608.000 | AUDIT | 728.65 | 4,652.15 | 4,484.00 | ( 168.15) | 103.8 |
| 200.200.611.000 | TRAVEL & MEETINGS | .00 | 39.42 | 269.00 | 229.58 | 14.7 |
| 200.200.612.000 | TRAINING | .00 | 461.20 | .00 | ( 461.20) | .0 |
| 200.200.614.000 | EQUIPMENT REPAIR & MAINTENANCE | 6.81 | 4,535.89 | 5,000.00 | 464.11 | 90.7 |
| 200.200.614.100 | FUEL | 316.73 | 2,291.10 | 3,500.00 | 1,208.90 | 65.5 |
| 200.200.614.400 | STREET/ALLEY REPAIR & MAINT | 24.00 | 2,689.00 | 20,000.00 | 17,311.00 | 13.5 |
| 200.200.614.410 | GRAVEL | .00 | 186.55 | 2,000.00 | 1,813.45 | 9.3 |
| 200.200.616.000 | SUPPLIES | .00 | 236.13 | 1,500.00 | 1,263.87 | 15.7 |
| 200.200.616.100 | SAFETY/UNIFORMS | 101.71 | 641.87 | 1,000.00 | 358.13 | 64.2 |
| 200.200.616.200 | SIGNS & RELATED | .00 | 1,118.25 | 3,000.00 | 1,881.75 | 37.3 |
| 200.200.617.000 | SHOP SUPPLIES/SMALL TOOLS | 4.51 | 179.39 | 1,500.00 | 1,320.61 | 12.0 |
| 200.200.700.000 | LEGAL SERVICES | .00 | 635.78 | 1,510.00 | 874.22 | 42.1 |
| 200.200.700.100 | MISC LEGAL (NON-ATTORNEY) | .00 | 97.59 | 200.00 | 102.41 | 48.8 |
| 200.200.700.200 | TRANSPORTATION SYSTEM PLAN UPD | .00 | .00 | 25,000.00 | 25,000.00 | .0 |
| 200.200.705.000 | PROFESSIONAL SERVICES | 24.68 | 14,494.35 | 9,792.00 | ( 4,702.35) | 148.0 |
| 200.200.705.100 | ENGINEERING SERVICES | .00 | 1,870.43 | 8,658.00 | 6,787.57 | 21.6 |
| 200.200.705.300 | DATA PROCESSING | 13.70 | 1,529.63 | 2,273.00 | 743.37 | 67.3 |
| 200.200.706.000 | DUES & CERTIFICATIONS | .00 | 70.93 | 116.00 | 45.07 | 61.2 |
| 200.200.707.000 | CITY HALL MAINTENANCE | 55.63 | 438.83 | 1,000.00 | 561.17 | 43.9 |
| 200.200.707.200 | CITY HALL ANNEX MAINTENANCE | .00 | .00 | 100.00 | 100.00 | .0 |
| 200.200.708.100 | TOOL & EQUIPMENT RENTAL | .00 | .00 | 500.00 | 500.00 | .0 |
| | TOTAL MATERIALS & SERVICES | 3,903.88 | 64,522.48 | 129,828.00 | 65,305.52 | 49.7 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 200.200.709.000 | PENALTIES | .00 | 10.66 | .00 | ( 10.66) | .0 |
| 200.200.799.000 | MISC EXPENSE | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 200.200.870.000 | TRANSFER TO BUILDING RESERVE | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 200.200.880.000 | CONTINGENCY | .00 | .00 | 168,156.00 | 168,156.00 | .0 |
| 200.200.903.000 | EQUIPMENT | .00 | 1,089.71 | 1,000.00 | ( 89.71) | 109.0 |
| 200.200.904.000 | CITY HALL IMPROVEMENTS | .00 | 1,000.00 | 500.00 | ( 500.00) | 200.0 |
| 200.200.904.100 | CITY HALL ANNEX IMPROVEMENTS | .00 | .00 | 500.00 | 500.00 | .0 |
| 200.200.904.200 | CIITY SHOPS/YARDS IMPROVEMENTS | .00 | .00 | 500.00 | 500.00 | .0 |
| 200.200.904.300 | STREET TREES | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 200.200.910.000 | STREET IMPROVEMENTS | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | 2,100.37 | 186,156.00 | 184,055.63 | 1.1 |
| | TOTAL EXPENDITURES | 11,609.75 | 119,622.30 | 396,427.00 | 276,804.70 | 30.2 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

STREET FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|
| TOTAL FUND EXPENDITURES | 11,609.75 | 119,622.30 | 396,427.00 | 276,804.70 | 30.2 |
| NET REVENUE OVER EXPENDITURES | 8,033.28 | 14,027.84 | .00 | ( 14,027.84) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

WATER FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 300.000.101.000 | CASH ALLOCATED TO WATER FUND | | 616,746.78 | |
| | TOTAL ASSETS | | | 616,746.78 |
| | LIABILITIES AND EQUITY | | | |
| | LIABILITIES | | | |
| 300.000.222.000 | MISCELLANEOUS DEDUCTIONS | | 150.00 | |
| 300.000.270.000 | WATER SERVICE DEPOSITS | | 101,636.48 | |
| | TOTAL LIABILITIES | | | 101,786.48 |
| | FUND EQUITY | | | |
| 300.000.288.000 | FUND EQUITY | | 500,032.02 | |
| | REVENUE OVER EXPENDITURES - YTD | 14,928.28 | | |
| | BALANCE - CURRENT DATE | | 14,928.28 | |
| | TOTAL FUND EQUITY | | | 514,960.30 |
| | TOTAL LIABILITIES AND EQUITY | | | 616,746.78 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

WATER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 300.000.400.000 | WORKING CAPITAL | .00 | .00 | 419,242.00 | 419,242.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 419,242.00 | 419,242.00 | .0 |
| | INTEREST | | | | | |
| 300.000.404.000 | INTEREST | 1,621.17 | 14,305.43 | 3,700.00 | ( 10,605.43) | 386.6 |
| | TOTAL INTEREST | 1,621.17 | 14,305.43 | 3,700.00 | ( 10,605.43) | 386.6 |
| | LATE FEES | | | | | |
| 300.000.421.300 | LATE FEES | 966.75 | 7,015.91 | 12,000.00 | 4,984.09 | 58.5 |
| | TOTAL LATE FEES | 966.75 | 7,015.91 | 12,000.00 | 4,984.09 | 58.5 |
| | WATER SERVICE CHARGES | | | | | |
| 300.000.450.000 | WATER SERVICE CHARGES | 75,708.25 | 651,834.31 | 1,291,697.00 | 639,862.69 | 50.5 |
| | TOTAL WATER SERVICE CHARGES | 75,708.25 | 651,834.31 | 1,291,697.00 | 639,862.69 | 50.5 |
| | OTHER WATER FEES | | | | | |
| 300.000.451.100 | NSF FEES | 4.84 | 307.40 | 700.00 | 392.60 | 43.9 |
| 300.000.451.200 | WATER OFF/ON FEES | 60.00 | 2,467.08 | .00 | ( 2,467.08) | .0 |
| 300.000.451.300 | BACKFLOW TESTING FEES | ( 5.69) | 360.89 | 6,000.00 | 5,639.11 | 6.0 |
| | TOTAL OTHER WATER FEES | 59.15 | 3,135.37 | 6,700.00 | 3,564.63 | 46.8 |
| | MISCELLANEOUS REVENUE | | | | | |
| 300.000.480.000 | MISC REVENUE | 174.62 | 202.57 | 200.00 | ( 2.57) | 101.3 |
| 300.000.480.100 | WATER METERS | .00 | 4,754.35 | 500.00 | ( 4,254.35) | 950.9 |
| 300.000.480.200 | FISHER LAND RENT | 550.00 | 12,850.00 | 15,600.00 | 2,750.00 | 82.4 |
| | TOTAL MISCELLANEOUS REVENUE | 724.62 | 17,806.92 | 16,300.00 | ( 1,506.92) | 109.2 |
| | TOTAL FUND REVENUE | 79,079.94 | 694,097.94 | 1,749,639.00 | 1,055,541.06 | 39.7 |

WATER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | PERSONNEL | | | | | |
| 300.300.526.000 | CITY MANAGER | 2,702.50 | 21,620.00 | 32,431.00 | 10,811.00 | 66.7 |
| 300.300.526.100 | CITY RECORDER | 1,404.59 | 11,236.72 | 16,856.00 | 5,619.28 | 66.7 |
| 300.300.526.200 | ACCOUNTANT | 2,850.01 | 17,428.91 | 28,167.00 | 10,738.09 | 61.9 |
| 300.300.526.300 | TOURISM/ECON DEVEL DIRECTOR | 1,037.19 | 8,297.52 | 12,447.00 | 4,149.48 | 66.7 |
| 300.300.528.100 | PUBLIC WORKS SUPERVISOR | 1,658.22 | 13,291.77 | 19,900.00 | 6,608.23 | 66.8 |
| 300.300.530.000 | MAINTENANCE OPERATOR 2 | 1,552.87 | 12,476.12 | 18,443.00 | 5,966.88 | 67.7 |
| 300.300.530.100 | MAINTENANCE OPERATOR 1 | 2,403.14 | 22,868.46 | 33,522.00 | 10,653.54 | 68.2 |
| 300.300.534.000 | PWKS LABORER/JANITOR | 1,293.27 | 10,931.79 | 16,360.00 | 5,428.21 | 66.8 |
| 300.300.536.000 | LIBRARIAN | 561.77 | 4,494.26 | 6,743.00 | 2,248.74 | 66.7 |
| 300.300.537.000 | OFFICE SPECIALIST II | 2,474.21 | 21,967.19 | 33,891.00 | 11,923.81 | 64.8 |
| 300.300.590.000 | SOCIAL SECURITY | 1,303.54 | 12,701.40 | 16,741.00 | 4,039.60 | 75.9 |
| 300.300.592.000 | WORKERS COMPENSATION | 4.13 | 317.85 | 3,764.00 | 3,446.15 | 8.4 |
| 300.300.594.000 | HEALTH INSURANCE | 3,608.47 | 40,225.47 | 56,523.00 | 16,297.53 | 71.2 |
| 300.300.596.000 | PERS RETIREMENT | 9,071.91 | 36,893.11 | 64,341.00 | 27,447.89 | 57.3 |
| 300.300.598.000 | LIFE/DISABILITY INSURANCE | 30.03 | 256.24 | 316.00 | 59.76 | 81.1 |
| 300.300.599.000 | UNEMPLOYMENT | 17.04 | 98.64 | 1,756.00 | 1,657.36 | 5.6 |
| | TOTAL PERSONNEL | 31,972.89 | 235,105.45 | 362,201.00 | 127,095.55 | 64.9 |

WATER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | MATERIALS & SERVICES | | | | | |
| 300.300.600.000 | UTILITIES - ELECTRICITY | 2,576.17 | 21,178.03 | 36,517.00 | 15,338.97 | 58.0 |
| 300.300.600.100 | UTILITIES - PROPANE | 37.81 | 240.13 | 1,059.00 | 818.87 | 22.7 |
| 300.300.601.000 | OFFICE EXPENSE | 1,204.69 | 11,116.78 | 15,680.00 | 4,563.22 | 70.9 |
| 300.300.601.100 | POSTAGE | 456.60 | 3,190.78 | 5,060.00 | 1,869.22 | 63.1 |
| 300.300.602.000 | TELEPHONE & RELATED | 769.62 | 3,341.77 | 6,006.00 | 2,664.23 | 55.6 |
| 300.300.604.000 | INSURANCE | .00 | 21,307.39 | 17,510.00 | ( 3,797.39) | 121.7 |
| 300.300.608.000 | AUDIT | 1,912.95 | 12,213.45 | 11,772.00 | ( 441.45) | 103.8 |
| 300.300.611.000 | TRAVEL & MEETINGS | .00 | 318.60 | 7,777.00 | 7,458.40 | 4.1 |
| 300.300.612.000 | TRAINING | .00 | 2,370.60 | 2,366.00 | ( 4.60) | 100.2 |
| 300.300.614.000 | EQUIPMENT REPAIR & MAINTENANCE | 15.90 | 2,411.16 | 10,000.00 | 7,588.84 | 24.1 |
| 300.300.614.100 | FUEL | 346.37 | 2,505.52 | 4,500.00 | 1,994.48 | 55.7 |
| 300.300.614.300 | FOOTBRIDGE REPAIR & MAINTENANC | .00 | 246.97 | 4,000.00 | 3,753.03 | 6.2 |
| 300.300.614.400 | WELLS/SPRINGS MAINTENANCE | 1,471.81 | 25,932.21 | 45,000.00 | 19,067.79 | 57.6 |
| 300.300.614.410 | GRAVEL | .00 | 33.55 | 2,500.00 | 2,466.45 | 1.3 |
| 300.300.614.600 | WATER LINE REPAIR & MAINTENANC | .00 | 4,700.00 | 12,500.00 | 7,800.00 | 37.6 |
| 300.300.616.000 | SUPPLIES | 2,051.00 | 9,093.97 | 17,000.00 | 7,906.03 | 53.5 |
| 300.300.616.100 | SAFETY/UNIFORMS | 274.48 | 1,909.82 | 5,000.00 | 3,090.18 | 38.2 |
| 300.300.616.200 | WATER METERS | .00 | ( 347.30) | 10,000.00 | 10,347.30 | ( 3.5) |
| 300.300.617.000 | SHOP SUPPLIES/SMALL TOOLS | 10.11 | 476.40 | 2,500.00 | 2,023.60 | 19.1 |
| 300.300.700.000 | LEGAL SERVICES | 176.00 | 30,694.09 | 7,672.00 | ( 23,022.09) | 400.1 |
| 300.300.700.100 | MISC LEGAL (NON-ATTY) | .00 | 574.68 | 500.00 | ( 74.68) | 114.9 |
| 300.300.705.000 | PROFESSIONAL SERVICES | 240.50 | 54,335.64 | 75,058.00 | 20,722.36 | 72.4 |
| 300.300.705.100 | ENGINEERING SERVICES | .00 | 12,544.39 | 26,118.00 | 13,573.61 | 48.0 |
| 300.300.705.300 | DATA PROCESSING | 175.17 | 23,364.47 | 32,813.00 | 9,448.53 | 71.2 |
| 300.300.706.000 | DUES & CERTIFICATIONS | 280.00 | 8,059.34 | 9,892.00 | 1,832.66 | 81.5 |
| 300.300.707.000 | CITY HALL MAINTENANCE | 71.47 | 563.87 | 1,000.00 | 436.13 | 56.4 |
| 300.300.707.001 | MAINTENANCE/TREATMENT FACILITY | .00 | 1,339.29 | .00 | ( 1,339.29) | .0 |
| 300.300.707.200 | CITY HALL ANNEX MAINTENANCE | .00 | .00 | 500.00 | 500.00 | .0 |
| 300.300.708.000 | LAND RENTAL | .00 | 7,695.54 | 2,000.00 | ( 5,695.54) | 384.8 |
| 300.300.708.100 | TOOL & EQUIPMENT RENTAL | .00 | 116.69 | 500.00 | 383.31 | 23.3 |
| | TOTAL MATERIALS & SERVICES | 12,070.65 | 261,527.83 | 372,800.00 | 111,272.17 | 70.2 |

WATER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 300.300.709.000 | PENALTIES | .00 | 46.77 | .00 | ( 46.77) | .0 |
| 300.300.710.000 | WATER CONSERVATION EDUCATION | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 300.300.720.000 | LEAK DETECTION | .00 | 7,400.00 | 10,000.00 | 2,600.00 | 74.0 |
| 300.300.751.000 | WATER ANALYSIS | 297.00 | 8,126.00 | 5,000.00 | ( 3,126.00) | 162.5 |
| 300.300.799.000 | MISC EXPENSE | .00 | 861.14 | 67,000.00 | 66,138.86 | 1.3 |
| 300.300.840.000 | TRANSFER TO EQUIPMENT REPLACEM | .00 | .00 | 19,850.00 | 19,850.00 | .0 |
| 300.300.850.500 | TRANSFER TO ST REV SHARIN FUND | .00 | 5,000.00 | .00 | ( 5,000.00) | .0 |
| 300.300.860.000 | TRANSFER TO WATER SYSTEM CAPIT | .00 | .00 | 165,383.00 | 165,383.00 | .0 |
| 300.300.860.100 | TRANSFER TO DEBT SERVICE FUND | .00 | .00 | 160,965.00 | 160,965.00 | .0 |
| 300.300.880.000 | CONTINGENCY | .00 | .00 | 278,792.00 | 278,792.00 | .0 |
| 300.300.903.000 | EQUIPMENT | .00 | 3,592.24 | 15,000.00 | 11,407.76 | 24.0 |
| 300.300.904.000 | CITY HALL IMPROVEMENTS | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 300.300.904.100 | CITY HALL ANNEX IMPROVEMENTS | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 300.300.904.200 | CITY SHOPS/YARDS IMPROVEMENTS | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 300.300.910.000 | SYSTEM IMPROVEMENTS | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 300.300.910.200 | WELLHOUSE IMPROVEMENTS | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | 297.00 | 25,026.15 | 733,990.00 | 708,963.85 | 3.4 |
| | TOTAL EXPENDITURES | 44,340.54 | 521,659.43 | 1,468,991.00 | 947,331.57 | 35.5 |
| | WATER TREATMENT FACILITY | | | | | |
| | PERSONNEL | | | | | |
| 300.301.526.000 | CITY MANAGER | 450.42 | 3,603.36 | 5,406.00 | 1,802.64 | 66.7 |
| 300.301.526.200 | ACCOUNTANT | 158.33 | 968.25 | 1,565.00 | 596.75 | 61.9 |
| 300.301.528.100 | PUBLIC WORKS SUPERVISOR | 1,658.22 | 13,291.77 | 19,900.00 | 6,608.23 | 66.8 |
| 300.301.530.000 | MAINTENANCE OPERATOR 2 | 1,552.87 | 12,476.11 | 18,443.00 | 5,966.89 | 67.7 |
| 300.301.530.100 | MAINTENANCE OPERATOR 1 | 1,417.02 | 12,702.79 | 19,771.00 | 7,068.21 | 64.3 |
| 300.301.534.000 | PWKS LABORER/JANITOR | 665.11 | 5,622.21 | 8,414.00 | 2,791.79 | 66.8 |
| 300.301.536.000 | LIBRARIAN | .00 | ( .01) | .00 | .01 | .0 |
| 300.301.590.000 | SOCIAL SECURITY | 450.11 | 3,639.04 | 5,625.00 | 1,985.96 | 64.7 |
| 300.301.592.000 | WORKERS COMPENSATION | 1.42 | 856.46 | 1,299.00 | 442.54 | 65.9 |
| 300.301.594.000 | HEALTH INSURANCE | 1,330.22 | 14,068.86 | 18,375.00 | 4,306.14 | 76.6 |
| 300.301.596.000 | PERS RETIREMENT | 4,695.58 | 13,938.45 | 21,619.00 | 7,680.55 | 64.5 |
| 300.301.598.000 | LIFE/DISABILITY INSURANCE | 10.37 | 88.47 | 108.00 | 19.53 | 81.9 |
| 300.301.599.000 | UNEMPLOYMENT | 5.88 | 34.04 | 606.00 | 571.96 | 5.6 |
| | TOTAL PERSONNEL | 12,395.55 | 81,289.80 | 121,131.00 | 39,841.20 | 67.1 |

WATER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | MATERIALS & SERVICES | | | | | |
| 300.301.600.000 | ELECTRICITY | 1,006.60 | 9,246.51 | 25,852.00 | 16,605.49 | 35.8 |
| 300.301.600.100 | UTILITIES - PROPANE | 25.23 | 152.24 | 1,586.00 | 1,433.76 | 9.6 |
| 300.301.601.000 | OFFICE EXPENSE | 26.96 | 323.96 | 602.00 | 278.04 | 53.8 |
| 300.301.601.100 | POSTAGE | 25.59 | 204.28 | 283.00 | 78.72 | 72.2 |
| 300.301.602.000 | TELEPHONE | 238.05 | 1,813.57 | 5,063.00 | 3,249.43 | 35.8 |
| 300.301.604.000 | INSURANCE | .00 | 23,568.13 | 19,368.00 | ( 4,200.13) | 121.7 |
| 300.301.608.000 | AUDIT | 204.75 | 1,307.25 | 1,260.00 | ( 47.25) | 103.8 |
| 300.301.611.000 | TRAVEL & MEETINGS | .00 | 27.75 | .00 | ( 27.75) | .0 |
| 300.301.612.000 | TRAINING | .00 | 778.00 | .00 | ( 778.00) | .0 |
| 300.301.614.000 | EQUIPMENT REPAIR & MAINTENANCE | 85.41 | 5,452.74 | 10,000.00 | 4,547.26 | 54.5 |
| 300.301.614.100 | FUEL | 267.33 | 1,933.71 | 5,000.00 | 3,066.29 | 38.7 |
| 300.301.616.000 | SUPPLIES | 29.97 | 870.74 | 10,000.00 | 9,129.26 | 8.7 |
| 300.301.616.100 | SAFETY/UNIFORMS | 117.73 | 657.98 | 2,000.00 | 1,342.02 | 32.9 |
| 300.301.617.000 | SMALL TOOLS/SHOP SUPPLIES | 4.51 | 205.03 | 1,500.00 | 1,294.97 | 13.7 |
| 300.301.700.000 | LEGAL SERVICES | .00 | 226.16 | 5,000.00 | 4,773.84 | 4.5 |
| 300.301.700.100 | MISC LEGAL (NON-ATTY) | .00 | 139.41 | 500.00 | 360.59 | 27.9 |
| 300.301.705.000 | PROFESSIONAL SERVICES | 34.13 | 13,731.83 | 10,937.00 | ( 2,794.83) | 125.6 |
| 300.301.705.100 | ENGINEERING SERVICES | .00 | 2,005.36 | 24,133.00 | 22,127.64 | 8.3 |
| 300.301.705.300 | DATA PROCESSING | 76.16 | 9,163.03 | 12,102.00 | 2,938.97 | 75.7 |
| 300.301.706.000 | DUES & CERTIFICATIONS | .00 | 203.06 | 331.00 | 127.94 | 61.4 |
| 300.301.707.000 | CITY HALL MAINTENANCE | 47.70 | 376.25 | 1,000.00 | 623.75 | 37.6 |
| 300.301.707.001 | WATER TREATMENT FACILITY MAINT | 136.81 | 3,222.07 | 12,000.00 | 8,777.93 | 26.9 |
| 300.301.707.200 | CITY HALL ANNEX MAINTENANCE | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| | TOTAL MATERIALS & SERVICES | 2,326.93 | 75,609.06 | 149,517.00 | 73,907.94 | 50.6 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 300.301.709.000 | PENALTIES | .00 | 15.54 | .00 | ( 15.54) | .0 |
| 300.301.799.000 | MISC EXPENSE | .00 | 150.00 | .00 | ( 150.00) | .0 |
| 300.301.903.000 | EQUIPMENT | .00 | 445.83 | 10,000.00 | 9,554.17 | 4.5 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | 611.37 | 10,000.00 | 9,388.63 | 6.1 |
| | TOTAL WATER TREATMENT FACILITY | 14,722.48 | 157,510.23 | 280,648.00 | 123,137.77 | 56.1 |
| | TOTAL FUND EXPENDITURES | 59,063.02 | 679,169.66 | 1,749,639.00 | 1,070,469.34 | 38.8 |
| | NET REVENUE OVER EXPENDITURES | 20,016.92 | 14,928.28 | .00 | ( 14,928.28) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

SEWER FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 400.000.101.000 | CASH ALLOCATED TO SEWER FUND | | 291,543.25 | |
| | TOTAL ASSETS | | | 291,543.25 |
| | LIABILITIES AND EQUITY | | | |
| | LIABILITIES | | | |
| 400.000.270.000 | SEWER SERVICE DEPOSITS | | 3,798.25 | |
| | TOTAL LIABILITIES | | | 3,798.25 |
| | FUND EQUITY | | | |
| 400.000.288.000 | FUND EQUITY | | 86,444.94 | |
| | REVENUE OVER EXPENDITURES - YTD | 201,300.05 | | |
| | BALANCE - CURRENT DATE | | 201,300.05 | |
| | TOTAL FUND EQUITY | | | 287,744.99 |
| | TOTAL LIABILITIES AND EQUITY | | | 291,543.24 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

SEWER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 400.000.400.000 | WORKING CAPITAL | .00 | .00 | 24,438.00 | 24,438.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 24,438.00 | 24,438.00 | .0 |
| | INTEREST | | | | | |
| 400.000.404.000 | INTEREST | 905.85 | 4,893.54 | 2,600.00 | ( 2,293.54) | 188.2 |
| | TOTAL INTEREST | 905.85 | 4,893.54 | 2,600.00 | ( 2,293.54) | 188.2 |
| | SEWER SERVICE CHARGES | | | | | |
| 400.000.450.000 | SEWER SERVICE CHARGES | 85,364.81 | 577,595.54 | 1,056,096.00 | 478,500.46 | 54.7 |
| | TOTAL SEWER SERVICE CHARGES | 85,364.81 | 577,595.54 | 1,056,096.00 | 478,500.46 | 54.7 |
| | OTHER SEWER FEES | | | | | |
| 400.000.451.100 | NSF FEES | 2.60 | 167.65 | 250.00 | 82.35 | 67.1 |
| 400.000.451.300 | LATE FEES | 520.56 | 3,777.81 | 2,900.00 | ( 877.81) | 130.3 |
| | TOTAL OTHER SEWER FEES | 523.16 | 3,945.46 | 3,150.00 | ( 795.46) | 125.3 |
| | MISCELLANEOUS REVENUE | | | | | |
| 400.000.480.000 | MISC REVENUE | .00 | .00 | 200.00 | 200.00 | .0 |
| | TOTAL MISCELLANEOUS REVENUE | .00 | .00 | 200.00 | 200.00 | .0 |
| | TOTAL FUND REVENUE | 86,793.82 | 586,434.54 | 1,086,484.00 | 500,049.46 | 54.0 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

SEWER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | PERSONNEL | | | | | |
| 400.400.526.000 | CITY MANAGER | 2,702.50 | 21,620.00 | 32,431.00 | 10,811.00 | 66.7 |
| 400.400.526.100 | CITY RECORDER | 1,404.59 | 11,236.72 | 16,856.00 | 5,619.28 | 66.7 |
| 400.400.526.200 | ACCOUNTANT | 2,850.00 | 17,428.84 | 28,167.00 | 10,738.16 | 61.9 |
| 400.400.526.300 | TOURISM/ECON DEVEL DIRECTOR | 1,037.19 | 8,297.52 | 12,447.00 | 4,149.48 | 66.7 |
| 400.400.528.100 | PUBLIC WORKS SUPERVISOR | 1,658.22 | 13,291.77 | 19,900.00 | 6,608.23 | 66.8 |
| 400.400.530.000 | MAINTENANCE OPERATOR 2 | 1,552.87 | 12,476.10 | 18,443.00 | 5,966.90 | 67.7 |
| 400.400.530.100 | MAINTENANCE OPERATOR 1 | 2,263.48 | 21,250.14 | 31,569.00 | 10,318.86 | 67.3 |
| 400.400.534.000 | PWKS LABORER/JANITOR | 1,182.40 | 9,994.90 | 14,958.00 | 4,963.10 | 66.8 |
| 400.400.536.000 | LIBRARIAN | 561.77 | 4,494.27 | 6,743.00 | 2,248.73 | 66.7 |
| 400.400.537.000 | OFFICE SPECIALIST II | 2,474.21 | 21,967.16 | 33,891.00 | 11,923.84 | 64.8 |
| 400.400.590.000 | SOCIAL SECURITY | 1,272.34 | 10,286.76 | 16,484.00 | 6,197.24 | 62.4 |
| 400.400.592.000 | WORKERS COMPENSATION | 4.03 | 2,421.02 | 3,672.00 | 1,250.98 | 65.9 |
| 400.400.594.000 | HEALTH INSURANCE | 3,515.21 | 39,275.14 | 55,910.00 | 16,634.86 | 70.3 |
| 400.400.596.000 | PERS RETIREMENT | 10,226.22 | 36,259.69 | 63,355.00 | 27,095.31 | 57.2 |
| 400.400.598.000 | LIFE/DISABILITY INSURANCE | 29.33 | 250.15 | 311.00 | 60.85 | 80.4 |
| 400.400.599.000 | UNEMPLOYMENT | 16.65 | 96.29 | 1,714.00 | 1,617.71 | 5.6 |
| | TOTAL PERSONNEL | 32,751.01 | 230,646.47 | 356,851.00 | 126,204.53 | 64.6 |

SEWER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | MATERIALS & SERVICES | | | | | |
| 400.400.600.000 | UTILITIES - ELECTRICITY | 2,260.65 | 14,857.41 | 44,444.00 | 29,586.59 | 33.4 |
| 400.400.600.100 | UTILITIES - PROPANE | 185.06 | 1,116.64 | 1,183.00 | 66.36 | 94.4 |
| 400.400.600.200 | UTILITIES - WATER | 1,822.35 | 4,777.58 | 18,965.00 | 14,187.42 | 25.2 |
| 400.400.601.000 | OFFICE EXPENSE | 1,230.42 | 11,216.94 | 14,700.00 | 3,483.06 | 76.3 |
| 400.400.601.100 | POSTAGE | 513.72 | 3,573.58 | 5,693.00 | 2,119.42 | 62.8 |
| 400.400.602.000 | TELEPHONE & RELATED | 249.78 | 1,929.25 | 3,444.00 | 1,514.75 | 56.0 |
| 400.400.604.000 | INSURANCE | .00 | 19,065.50 | 15,667.00 | ( 3,398.50) | 121.7 |
| 400.400.608.000 | AUDIT | 1,184.30 | 7,561.30 | 7,288.00 | ( 273.30) | 103.8 |
| 400.400.611.000 | TRAVEL & MEETINGS | .00 | 553.59 | 7,777.00 | 7,223.41 | 7.1 |
| 400.400.612.000 | TRAINING | .00 | 2,032.20 | .00 | ( 2,032.20) | .0 |
| 400.400.614.000 | EQUIPMENT REPAIR & MAINTENANCE | 11.35 | 2,821.36 | 7,500.00 | 4,678.64 | 37.6 |
| 400.400.614.100 | FUEL | 395.97 | 2,123.37 | 5,000.00 | 2,876.63 | 42.5 |
| 400.400.614.300 | FOOTBRIDGE REPAIR & MAINTENANC | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 400.400.614.400 | SEWER POND REPAIR & MAINTENANC | .00 | 10,544.05 | 15,000.00 | 4,455.95 | 70.3 |
| 400.400.614.410 | GRAVEL | 59.68 | 93.23 | 1,000.00 | 906.77 | 9.3 |
| 400.400.614.500 | LIFTSTATION REPAIR & MAINTENAN | .00 | 59.15 | 6,000.00 | 5,940.85 | 1.0 |
| 400.400.614.600 | SEWER LINES REPAIR & MAINTENAN | .00 | 7,174.00 | 5,000.00 | ( 2,174.00) | 143.5 |
| 400.400.616.000 | SUPPLIES | 2,260.52 | 14,400.42 | 20,000.00 | 5,599.58 | 72.0 |
| 400.400.616.100 | SAFETY/UNIFORMS | 222.91 | 2,194.12 | 3,500.00 | 1,305.88 | 62.7 |
| 400.400.617.000 | SHOP SUPPLIES/SMALL TOOLS | 10.95 | 360.84 | 1,000.00 | 639.16 | 36.1 |
| 400.400.700.000 | LEGAL SERVICES | .00 | 336.74 | 1,000.00 | 663.26 | 33.7 |
| 400.400.700.100 | MISC LEGAL (NON-ATTORNEY) | .00 | 380.53 | 500.00 | 119.47 | 76.1 |
| 400.400.705.000 | PROFESSIONAL SERVICES | 97.34 | 13,400.09 | 12,668.00 | ( 732.09) | 105.8 |
| 400.400.705.100 | ENGINEERING SERVICES | .00 | 2,708.22 | 17,135.00 | 14,426.78 | 15.8 |
| 400.400.705.200 | I & I PROJECT | .00 | 6,367.50 | 8,000.00 | 1,632.50 | 79.6 |
| 400.400.705.300 | DATA PROCESSING | 53.32 | 7,635.62 | 11,105.00 | 3,469.38 | 68.8 |
| 400.400.705.800 | TMDL IMPLEMENTATION PLAN | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 400.400.706.000 | DUES & CERTIFICATIONS | .00 | 1,007.11 | 2,071.00 | 1,063.89 | 48.6 |
| 400.400.707.000 | CITY HALL MAINTENANCE | 349.81 | 2,760.26 | 2,500.00 | ( 260.26) | 110.4 |
| | TOTAL MATERIALS & SERVICES | 10,908.13 | 141,050.60 | 244,640.00 | 103,589.40 | 57.7 |

SEWER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 400.400.709.000 | PENALTIES | .00 | 43.77 | .00 | ( 43.77) | .0 |
| 400.400.710.000 | CONTRACT SERVICES | .00 | 4,452.27 | 7,500.00 | 3,047.73 | 59.4 |
| 400.400.751.000 | SEWER ANALYSIS | 825.00 | 4,944.79 | 7,000.00 | 2,055.21 | 70.6 |
| 400.400.799.000 | MISC EXPENSE | .00 | 77.00 | 4,500.00 | 4,423.00 | 1.7 |
| 400.400.840.000 | TRANSFER TO EQUIPMENT REPLACE | .00 | .00 | 19,850.00 | 19,850.00 | .0 |
| 400.400.850.000 | TRANSFER TO SEWER RESERVE FUND | .00 | .00 | 204,407.00 | 204,407.00 | .0 |
| 400.400.861.100 | TRANSFER TO DEBT SERVICE | .00 | .00 | 220,020.00 | 220,020.00 | .0 |
| 400.400.880.000 | CONTINGENCY | .00 | .00 | 18,116.00 | 18,116.00 | .0 |
| 400.400.903.000 | EQUIPMENT | .00 | 3,243.42 | 100.00 | ( 3,143.42) | 3243.4 |
| 400.400.904.000 | CITY HALL IMPROVEMENTS | .00 | 676.17 | 500.00 | ( 176.17) | 135.2 |
| 400.400.904.001 | CITY HALL ANNEX IMPROVEMENTS | .00 | .00 | 500.00 | 500.00 | .0 |
| 400.400.904.200 | CITY SHOPS/YARDS IMPROVEMENTS | .00 | .00 | 500.00 | 500.00 | .0 |
| 400.400.905.000 | SEWER POND IMPROVEMENTS | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 400.400.910.000 | SYSTEM IMPROVEMENTS | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | 825.00 | 13,437.42 | 484,993.00 | 471,555.58 | 2.8 |
| | TOTAL EXPENDITURES | 44,484.14 | 385,134.49 | 1,086,484.00 | 701,349.51 | 35.5 |
| | TOTAL FUND EXPENDITURES | 44,484.14 | 385,134.49 | 1,086,484.00 | 701,349.51 | 35.5 |
| | NET REVENUE OVER EXPENDITURES | 42,309.68 | 201,300.05 | .00 | ( 201,300.05) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

STORMWATER FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 450.000.101.000 | CASH ALLOCATED TO STORMWATER | | 3,267.43 | |
| | TOTAL ASSETS | | | 3,267.43 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| | REVENUE OVER EXPENDITURES - YTD | 3,267.43 | | |
| | BALANCE - CURRENT DATE | | 3,267.43 | |
| | TOTAL FUND EQUITY | | | 3,267.43 |
| | TOTAL LIABILITIES AND EQUITY | | | 3,267.43 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

STORMWATER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | | | | | | |
| 450.000.404.000 | INTEREST | 10.29 | 767.43 | .00 | ( 767.43) | .0 |
| | TOTAL REVENUE 404 | 10.29 | 767.43 | .00 | ( 767.43) | .0 |
| | LOAN PROCEEDS | | | | | |
| 450.000.441.000 | LOAN PROCEEDS | .00 | 70,950.00 | .00 | ( 70,950.00) | .0 |
| | TOTAL LOAN PROCEEDS | .00 | 70,950.00 | .00 | ( 70,950.00) | .0 |
| | STORMWATER CHARGES | | | | | |
| 450.000.450.000 | STORMWATER CHARGES | .00 | .00 | 25,380.00 | 25,380.00 | .0 |
| | TOTAL STORMWATER CHARGES | .00 | .00 | 25,380.00 | 25,380.00 | .0 |
| | TOTAL FUND REVENUE | 10.29 | 71,717.43 | 25,380.00 | ( 46,337.43) | 282.6 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

STORMWATER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | MATERIALS & SERVICES | | | | | |
| 450.450.614.600 | STORM LINES REPAIR & MAINTENAN | .00 | 68,450.00 | .00 | ( 68,450.00) | .0 |
| | TOTAL MATERIALS & SERVICES | .00 | 68,450.00 | .00 | ( 68,450.00) | .0 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 450.450.860.100 | TRANSFER TO DEBT SERVICE FUND | .00 | .00 | 25,034.00 | 25,034.00 | .0 |
| 450.450.999.000 | UNAPPROPRIATED ENDING FUND BAL | .00 | .00 | 346.00 | 346.00 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | .00 | 25,380.00 | 25,380.00 | .0 |
| | TOTAL EXPENDITURES | .00 | 68,450.00 | 25,380.00 | ( 43,070.00) | 269.7 |
| | TOTAL FUND EXPENDITURES | .00 | 68,450.00 | 25,380.00 | ( 43,070.00) | 269.7 |
| | NET REVENUE OVER EXPENDITURES | 10.29 | 3,267.43 | .00 | ( 3,267.43) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

STATE REVENUE SHARING FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 500.000.101.000 | CASH ALLOC TO STATE REV SHARNG | | 33,484.18 | |
| | TOTAL ASSETS | | | 33,484.18 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 500.000.288.000 | FUND EQUITY | | 1,225.45 | |
| | REVENUE OVER EXPENDITURES - YTD | 32,258.73 | | |
| | BALANCE - CURRENT DATE | | 32,258.73 | |
| | TOTAL FUND EQUITY | | | 33,484.18 |
| | TOTAL LIABILITIES AND EQUITY | | | 33,484.18 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

STATE REVENUE SHARING FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | INTEREST | | | | | |
| 500.000.404.000 | INTEREST | 105.41 | 456.51 | 100.00 | ( 356.51) | 456.5 |
| | TOTAL INTEREST | 105.41 | 456.51 | 100.00 | ( 356.51) | 456.5 |
| | STATE OF OREGON | | | | | |
| 500.000.424.000 | STATE OF OREGON | 8,110.53 | 42,465.04 | 27,106.00 | ( 15,359.04) | 156.7 |
| | TOTAL STATE OF OREGON | 8,110.53 | 42,465.04 | 27,106.00 | ( 15,359.04) | 156.7 |
| | TRANSFERS IN | | | | | |
| 500.000.459.300 | TRANSFER FROM WATER FUND | .00 | 5,000.00 | .00 | ( 5,000.00) | .0 |
| | TOTAL TRANSFERS IN | .00 | 5,000.00 | .00 | ( 5,000.00) | .0 |
| | MISCELLANEOUS REVENUE | | | | | |
| 500.000.480.000 | MISC INCOME | .00 | 939.46 | .00 | ( 939.46) | .0 |
| | TOTAL MISCELLANEOUS REVENUE | .00 | 939.46 | .00 | ( 939.46) | .0 |
| | TOTAL FUND REVENUE | 8,215.94 | 48,861.01 | 27,206.00 | ( 21,655.01) | 179.6 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

STATE REVENUE SHARING FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | MATERIALS & SERVICES | | | | | |
| 500.500.604.000 | INSURANCE | .00 | 1,648.48 | 1,354.00 | ( 294.48) | 121.8 |
| 500.500.608.000 | AUDIT | 91.00 | 581.00 | 560.00 | ( 21.00) | 103.8 |
| 500.500.611.000 | TRAVEL & RELATED EXPENSES | .00 | 37.17 | 250.00 | 212.83 | 14.9 |
| 500.500.612.000 | TRAINING | .00 | 745.00 | 1,129.00 | 384.00 | 66.0 |
| 500.500.700.000 | LEGAL SERVICES | .00 | 2,078.60 | .00 | ( 2,078.60) | .0 |
| 500.500.706.000 | DUES & CERTIFICATIONS | .00 | 131.84 | 275.00 | 143.16 | 47.9 |
| | TOTAL MATERIALS & SERVICES | 91.00 | 5,222.09 | 3,568.00 | ( 1,654.09) | 146.4 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 500.500.752.000 | CITY COUNCIL EXPENSE | 92.62 | 2,329.11 | 2,100.00 | ( 229.11) | 110.9 |
| 500.500.752.400 | COMMUNITY-WIDE CLEAN-UP | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 500.500.752.600 | COMMUNITY EVENTS | 30.84 | 9,051.08 | 10,500.00 | 1,448.92 | 86.2 |
| 500.500.799.000 | MISC EXPENSE | .00 | .00 | 7,038.00 | 7,038.00 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | 123.46 | 11,380.19 | 23,638.00 | 12,257.81 | 48.1 |
| | TOTAL EXPENDITURES | 214.46 | 16,602.28 | 27,206.00 | 10,603.72 | 61.0 |
| | TOTAL FUND EXPENDITURES | 214.46 | 16,602.28 | 27,206.00 | 10,603.72 | 61.0 |
| | NET REVENUE OVER EXPENDITURES | 8,001.48 | 32,258.73 | .00 | ( 32,258.73) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

WATER SYS CAPITAL PROJ FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 600.000.101.000 | CASH ALLOC TO WATR SYS CAP PRJ | | 125,430.95 | |
| | TOTAL ASSETS | | | 125,430.95 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 600.000.288.000 | FUND EQUITY | | 160,825.31 | |
| | REVENUE OVER EXPENDITURES - YTD | ( 35,394.36) | | |
| | BALANCE - CURRENT DATE | | ( 35,394.36) | |
| | TOTAL FUND EQUITY | | | 125,430.95 |
| | TOTAL LIABILITIES AND EQUITY | | | 125,430.95 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

WATER SYS CAPITAL PROJ FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 600.000.400.000 | WORKING CAPITAL | .00 | .00 | 141,117.00 | 141,117.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 141,117.00 | 141,117.00 | .0 |
| | INTEREST | | | | | |
| 600.000.404.000 | INTEREST | 394.87 | 4,054.27 | 2,700.00 | ( 1,354.27) | 150.2 |
| | TOTAL INTEREST | 394.87 | 4,054.27 | 2,700.00 | ( 1,354.27) | 150.2 |
| | SYSTEM DEVELOPMENT CHANGES | | | | | |
| 600.000.420.000 | SYSTEM DEVELOPMENT CHARGES | .00 | 550.00 | .00 | ( 550.00) | .0 |
| | TOTAL SYSTEM DEVELOPMENT CHANGES | .00 | 550.00 | .00 | ( 550.00) | .0 |
| | TRNSFRS IN & CITY OF LAFAYETTE | | | | | |
| 600.000.459.200 | TRANSFER FM WATER FUND | .00 | .00 | 165,383.00 | 165,383.00 | .0 |
| 600.000.459.996 | OBDD GRANTS | .00 | .00 | 50,000.00 | 50,000.00 | .0 |
| 600.000.459.997 | OWRD GRANT | .00 | .00 | 1,218,750.00 | 1,218,750.00 | .0 |
| | TOTAL TRNSFRS IN & CITY OF LAFAYETTE | .00 | .00 | 1,434,133.00 | 1,434,133.00 | .0 |
| | TOTAL FUND REVENUE | 394.87 | 4,604.27 | 1,577,950.00 | 1,573,345.73 | .3 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

WATER SYS CAPITAL PROJ FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 600.600.880.000 | CONTINGENCY | .00 | .00 | 9,397.00 | 9,397.00 | .0 |
| 600.600.910.100 | ENGINEERING SERVICES | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 600.600.920.100 | FISHER FARMS INTERTIE | .00 | 14,698.80 | 1,268,750.00 | 1,254,051.20 | 1.2 |
| 600.600.920.300 | CHLORINE GENERATOR | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 600.600.920.350 | UTILITY BR WATERLINE UPGR | .00 | 9,641.77 | .00 | ( 9,641.77) | .0 |
| 600.600.920.400 | WATER MAINLINE REPLACEMENTS | .00 | .00 | 22,875.00 | 22,875.00 | .0 |
| 600.600.930.100 | WELLS & SYSTEM IMPROVEMENTS | .00 | .00 | 96,928.00 | 96,928.00 | .0 |
| 600.600.930.200 | WELLS MAINTENANCE | .00 | .00 | 70,000.00 | 70,000.00 | .0 |
| 600.600.930.600 | RESERVOIR MAINTENANCE | .00 | 15,658.06 | 100,000.00 | 84,341.94 | 15.7 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | 39,998.63 | 1,577,950.00 | 1,537,951.37 | 2.5 |
| | TOTAL EXPENDITURES | .00 | 39,998.63 | 1,577,950.00 | 1,537,951.37 | 2.5 |
| | TOTAL FUND EXPENDITURES | .00 | 39,998.63 | 1,577,950.00 | 1,537,951.37 | 2.5 |
| | NET REVENUE OVER EXPENDITURES | 394.87 | ( 35,394.36) | .00 | 35,394.36 | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

SEWER RESERVE FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 700.000.101.000 | CASH ALLOC TO SEWER RESERVE | | 299,691.43 | |
| | TOTAL ASSETS | | | 299,691.43 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 700.000.288.000 | FUND EQUITY | | 708,256.77 | |
| | REVENUE OVER EXPENDITURES - YTD | ( 408,565.34) | | |
| | BALANCE - CURRENT DATE | | ( 408,565.34) | |
| | TOTAL FUND EQUITY | | | 299,691.43 |
| | TOTAL LIABILITIES AND EQUITY | | | 299,691.43 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

SEWER RESERVE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 700.000.400.000 | WORKING CAPITAL | .00 | .00 | ( 73,144.00) | ( 73,144.00) | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | ( 73,144.00) | ( 73,144.00) | .0 |
| | INTEREST | | | | | |
| 700.000.404.000 | INTEREST | 943.46 | 8,979.61 | 1,600.00 | ( 7,379.61) | 561.2 |
| | TOTAL INTEREST | 943.46 | 8,979.61 | 1,600.00 | ( 7,379.61) | 561.2 |
| | SYSTEM IMPROVEMENT GRANTS/LOAN | | | | | |
| 700.000.422.000 | SYSTEM IMPROVEMENT GRANTS/LOAN | .00 | .00 | 600,000.00 | 600,000.00 | .0 |
| | TOTAL SYSTEM IMPROVEMENT GRANTS/LOA | .00 | .00 | 600,000.00 | 600,000.00 | .0 |
| | UTILITY BRIDGE DEQ LOANS | | | | | |
| 700.000.425.000 | UTILITY BRIDGE DEQ LOANS | .00 | 305,739.78 | 500,000.00 | 194,260.22 | 61.2 |
| | TOTAL UTILITY BRIDGE DEQ LOANS | .00 | 305,739.78 | 500,000.00 | 194,260.22 | 61.2 |
| | TRANSFERS IN | | | | | |
| 700.000.459.300 | TRANSFER FROM SEWER FUND | .00 | .00 | 204,407.00 | 204,407.00 | .0 |
| | TOTAL TRANSFERS IN | .00 | .00 | 204,407.00 | 204,407.00 | .0 |
| | TOTAL FUND REVENUE | 943.46 | 314,719.39 | 1,232,863.00 | 918,143.61 | 25.5 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

SEWER RESERVE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 700.700.880.000 | CONTINGENCY | .00 | .00 | 92,863.00 | 92,863.00 | .0 |
| 700.700.910.000 | SYSTEM IMPROVEMENTS | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 700.700.910.105 | CCTV SEWER LINES FOR I & I | .00 | 12,792.50 | 20,000.00 | 7,207.50 | 64.0 |
| 700.700.910.410 | UTILITY BRIDGE IMPROVEMENTS | .00 | 402,877.02 | 500,000.00 | 97,122.98 | 80.6 |
| 700.700.920.000 | HWY 221 LIFT STATION REPL | 91,583.85 | 307,615.21 | 600,000.00 | 292,384.79 | 51.3 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | 91,583.85 | 723,284.73 | 1,232,863.00 | 509,578.27 | 58.7 |
| | TOTAL EXPENDITURES | 91,583.85 | 723,284.73 | 1,232,863.00 | 509,578.27 | 58.7 |
| | TOTAL FUND EXPENDITURES | 91,583.85 | 723,284.73 | 1,232,863.00 | 509,578.27 | 58.7 |
| | NET REVENUE OVER EXPENDITURES | ( 90,640.39) | ( 408,565.34) | .00 | 408,565.34 | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

EQUIP REPLACEMENT RESERVE FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 750.000.101.000 | CASH ALLOC TO EQUIP REPLACE RS | | 246.62 | |
| | TOTAL ASSETS | | | 246.62 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 750.000.288.000 | FUND EQUITY | | 3,961.73 | |
| | REVENUE OVER EXPENDITURES - YTD | ( 3,715.11) | | |
| | BALANCE - CURRENT DATE | | ( 3,715.11) | |
| | TOTAL FUND EQUITY | | | 246.62 |
| | TOTAL LIABILITIES AND EQUITY | | | 246.62 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

EQUIP REPLACEMENT RESERVE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPIITAL | | | | | |
| 750.000.400.000 | WORKING CAPITAL | .00 | .00 | 4,817.00 | 4,817.00 | .0 |
| | TOTAL WORKING CAPIITAL | .00 | .00 | 4,817.00 | 4,817.00 | .0 |
| | INTEREST | | | | | |
| 750.000.404.000 | INTEREST | .78 | 106.54 | 300.00 | 193.46 | 35.5 |
| | TOTAL INTEREST | .78 | 106.54 | 300.00 | 193.46 | 35.5 |
| | TRANSFERS IN & MISC REVENUE | | | | | |
| 750.000.459.200 | TRANSFER FROM WATER FUND | .00 | .00 | 19,850.00 | 19,850.00 | .0 |
| 750.000.459.300 | TRANSFER FROM SEWER FUND | .00 | .00 | 19,850.00 | 19,850.00 | .0 |
| | TOTAL TRANSFERS IN & MISC REVENUE | .00 | .00 | 39,700.00 | 39,700.00 | .0 |
| | TOTAL FUND REVENUE | .78 | 106.54 | 44,817.00 | 44,710.46 | .2 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

EQUIP REPLACEMENT RESERVE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 750.750.880.000 | CONTINGENCY | .00 | .00 | 4,177.00 | 4,177.00 | .0 |
| 750.750.903.000 | EQUIPMENT | .00 | .00 | 25,140.00 | 25,140.00 | .0 |
| 750.750.903.200 | REPLACE MOWER | .00 | .00 | 12,000.00 | 12,000.00 | .0 |
| 750.750.903.400 | LEAF VAC | 3,821.65 | 3,821.65 | 3,500.00 | ( 321.65) | 109.2 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | 3,821.65 | 3,821.65 | 44,817.00 | 40,995.35 | 8.5 |
| | TOTAL EXPENDITURES | 3,821.65 | 3,821.65 | 44,817.00 | 40,995.35 | 8.5 |
| | TOTAL FUND EXPENDITURES | 3,821.65 | 3,821.65 | 44,817.00 | 40,995.35 | 8.5 |
| | NET REVENUE OVER EXPENDITURES | ( 3,820.87) | ( 3,715.11) | .00 | 3,715.11 | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

BUILDING RESERVE FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 760.000.101.000 | CASH ALLOC TO BLDG RESERVE | | 351,507.16 | |
| | TOTAL ASSETS | | | 351,507.16 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 760.000.288.000 | FUND EQUITY | | 354,616.42 | |
| | REVENUE OVER EXPENDITURES - YTD | ( 3,109.26) | | |
| | BALANCE - CURRENT DATE | | ( 3,109.26) | |
| | TOTAL FUND EQUITY | | | 351,507.16 |
| | TOTAL LIABILITIES AND EQUITY | | | 351,507.16 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

BUILDING RESERVE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 760.000.400.000 | WORKING CAPITAL | .00 | .00 | 355,629.00 | 355,629.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 355,629.00 | 355,629.00 | .0 |
| | INTEREST | | | | | |
| 760.000.404.000 | INTEREST | 1,106.58 | 10,559.99 | 900.00 | ( 9,659.99) | 1173.3 |
| | TOTAL INTEREST | 1,106.58 | 10,559.99 | 900.00 | ( 9,659.99) | 1173.3 |
| | TRANSFERS IN | | | | | |
| 760.000.459.100 | TRANSFER FROM STREET FUND | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| | TOTAL TRANSFERS IN | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| | GRANTS | | | | | |
| 760.000.490.001 | USDA GRANT | .00 | .00 | 500,000.00 | 500,000.00 | .0 |
| | TOTAL GRANTS | .00 | .00 | 500,000.00 | 500,000.00 | .0 |
| | TOTAL FUND REVENUE | 1,106.58 | 10,559.99 | 866,529.00 | 855,969.01 | 1.2 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

BUILDING RESERVE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 760.760.880.000 | CONTINGENCY | .00 | .00 | 903.00 | 903.00 | .0 |
| 760.760.930.000 | BUILDING CONSTRUCTION | 12,468.00 | 13,669.25 | 865,626.00 | 851,956.75 | 1.6 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | 12,468.00 | 13,669.25 | 866,529.00 | 852,859.75 | 1.6 |
| | TOTAL EXPENDITURES | 12,468.00 | 13,669.25 | 866,529.00 | 852,859.75 | 1.6 |
| | TOTAL FUND EXPENDITURES | 12,468.00 | 13,669.25 | 866,529.00 | 852,859.75 | 1.6 |
| | NET REVENUE OVER EXPENDITURES | ( 11,361.42) | ( 3,109.26) | .00 | 3,109.26 | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

STREET RESERVE FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 770.000.101.000 | CASH ALLOC TO STREET RESERVE | | 185,499.44 | |
| | TOTAL ASSETS | | | 185,499.44 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 770.000.288.000 | FUND EQUITY | | 181,131.72 | |
| | REVENUE OVER EXPENDITURES - YTD | 4,367.72 | | |
| | BALANCE - CURRENT DATE | | 4,367.72 | |
| | TOTAL FUND EQUITY | | | 185,499.44 |
| | TOTAL LIABILITIES AND EQUITY | | | 185,499.44 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

STREET RESERVE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 770.000.400.000 | WORKING CAPITAL | .00 | .00 | 178,459.00 | 178,459.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 178,459.00 | 178,459.00 | .0 |
| | INTEREST | | | | | |
| 770.000.404.000 | INTEREST | 583.97 | 5,413.22 | 1,500.00 | ( 3,913.22) | 360.9 |
| | TOTAL INTEREST | 583.97 | 5,413.22 | 1,500.00 | ( 3,913.22) | 360.9 |
| | TOTAL FUND REVENUE | 583.97 | 5,413.22 | 179,959.00 | 174,545.78 | 3.0 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

STREET RESERVE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | MATERIALS & SERVICES | | | | | |
| 770.770.700.000 | TRANSPORTATION SYSTEM PLAN | .00 | 465.50 | .00 | ( 465.50) | .0 |
| | TOTAL MATERIALS & SERVICES | .00 | 465.50 | .00 | ( 465.50) | .0 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 770.770.880.000 | CONTINGENCY | .00 | .00 | 169,959.00 | 169,959.00 | .0 |
| 770.770.910.000 | STREET CAPITAL PROJECTS | .00 | 580.00 | 10,000.00 | 9,420.00 | 5.8 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | 580.00 | 179,959.00 | 179,379.00 | .3 |
| | TOTAL EXPENDITURES | .00 | 1,045.50 | 179,959.00 | 178,913.50 | .6 |
| | TOTAL FUND EXPENDITURES | .00 | 1,045.50 | 179,959.00 | 178,913.50 | .6 |
| | NET REVENUE OVER EXPENDITURES | 583.97 | 4,367.72 | .00 | ( 4,367.72) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

PARKS RESERVE FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 780.000.101.000 | CASH ALLOC TO PARKS RESERVE | | 33,771.50 | |
| | TOTAL ASSETS | | | 33,771.50 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 780.000.288.000 | FUND EQUITY | | 21,299.92 | |
| | REVENUE OVER EXPENDITURES - YTD | 12,471.58 | | |
| | BALANCE - CURRENT DATE | | 12,471.58 | |
| | TOTAL FUND EQUITY | | | 33,771.50 |
| | TOTAL LIABILITIES AND EQUITY | | | 33,771.50 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

PARKS RESERVE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 780.000.400.000 | WORKING CAPITAL | .00 | .00 | 7,921.00 | 7,921.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 7,921.00 | 7,921.00 | .0 |
| | INTEREST | | | | | |
| 780.000.404.000 | INTEREST | 106.32 | 702.01 | 1,500.00 | 797.99 | 46.8 |
| | TOTAL INTEREST | 106.32 | 702.01 | 1,500.00 | 797.99 | 46.8 |
| | STATE OF OREGON PARKS GRANT | | | | | |
| 780.000.430.000 | GRANT - STATE OF OR PARKS PRGM | .00 | 29,458.75 | 26,240.00 | ( 3,218.75) | 112.3 |
| | TOTAL STATE OF OREGON PARKS GRANT | .00 | 29,458.75 | 26,240.00 | ( 3,218.75) | 112.3 |
| | TOTAL FUND REVENUE | 106.32 | 30,160.76 | 35,661.00 | 5,500.24 | 84.6 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

PARKS RESERVE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | MATERIALS & SERVICES | | | | | |
| 780.780.705.000 | PARKS MASTER PLAN | .00 | 17,689.18 | 35,000.00 | 17,310.82 | 50.5 |
| | TOTAL MATERIALS & SERVICES | .00 | 17,689.18 | 35,000.00 | 17,310.82 | 50.5 |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 780.780.880.000 | CONTINGENCY | .00 | .00 | 661.00 | 661.00 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | .00 | 661.00 | 661.00 | .0 |
| | TOTAL EXPENDITURES | .00 | 17,689.18 | 35,661.00 | 17,971.82 | 49.6 |
| | TOTAL FUND EXPENDITURES | .00 | 17,689.18 | 35,661.00 | 17,971.82 | 49.6 |
| | NET REVENUE OVER EXPENDITURES | 106.32 | 12,471.58 | .00 | ( 12,471.58) | .0 |

CITY OF DAYTON
BALANCE SHEET
FEBRUARY 28, 2026

DEBT SERVICE FUND

| | | | | |
|---|---|---|---|---|
| | ASSETS | | | |
| 850.000.101.000 | CASH ALLOCATED TO DEBT SERVICE | | 210,165.95 | |
| | TOTAL ASSETS | | | 210,165.95 |
| | LIABILITIES AND EQUITY | | | |
| | FUND EQUITY | | | |
| 850.000.288.000 | FUND EQUITY | | 493,417.38 | |
| | REVENUE OVER EXPENDITURES - YTD | ( 283,251.43) | | |
| | BALANCE - CURRENT DATE | | ( 283,251.43) | |
| | TOTAL FUND EQUITY | | | 210,165.95 |
| | TOTAL LIABILITIES AND EQUITY | | | 210,165.95 |

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

DEBT SERVICE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | REVENUE | | | | | |
| | WORKING CAPITAL | | | | | |
| 850.000.400.000 | WORKING CAPITAL | .00 | .00 | 358,810.00 | 358,810.00 | .0 |
| | TOTAL WORKING CAPITAL | .00 | .00 | 358,810.00 | 358,810.00 | .0 |
| | INTEREST | | | | | |
| 850.000.404.000 | INTEREST | 661.62 | 10,992.22 | 1,700.00 | ( 9,292.22) | 646.6 |
| | TOTAL INTEREST | 661.62 | 10,992.22 | 1,700.00 | ( 9,292.22) | 646.6 |
| | TRANSFERS IN & LOAN & LAFAYETT | | | | | |
| 850.000.459.000 | TRANSFER FROM WATER FUND | .00 | .00 | 160,965.00 | 160,965.00 | .0 |
| 850.000.459.300 | TRANSFER FR SEWER FUND | .00 | .00 | 220,020.00 | 220,020.00 | .0 |
| 850.000.459.501 | TRANSFER FROM STORMWATER FUND | .00 | .00 | 25,034.00 | 25,034.00 | .0 |
| | TOTAL TRANSFERS IN & LOAN & LAFAYETT | .00 | .00 | 406,019.00 | 406,019.00 | .0 |
| | TOTAL FUND REVENUE | 661.62 | 10,992.22 | 766,529.00 | 755,536.78 | 1.4 |

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2026

DEBT SERVICE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | EXPENDITURES | | | | | |
| | CAPITAL OUTLAY & TRANSFERS | | | | | |
| 850.850.774.000 | DEBT SVC TO BONDS (PRINCIPAL) | .00 | 128,470.55 | 151,736.00 | 23,265.45 | 84.7 |
| 850.850.775.100 | DEBT SERVICE - 221 (PRINCIPAL) | .00 | 32,594.87 | .00 | ( 32,594.87) | .0 |
| 850.850.775.200 | DEBT SERVICE - 221 (INTEREST) | .00 | 18,437.35 | .00 | ( 18,437.35) | .0 |
| 850.850.776.000 | DEBT SVC TO BONDS (INTEREST) | .00 | 14,862.49 | 14,863.00 | .51 | 100.0 |
| 850.850.778.000 | DEBT SERVICE TO SPRINGS (PRIN) | .00 | 14,448.89 | 14,449.00 | .11 | 100.0 |
| 850.850.778.100 | DEBT SERVICE TO SPRINGS (INT) | .00 | 3,181.50 | 3,182.00 | .50 | 100.0 |
| 850.850.779.000 | RESERVE FOR LAFAYETTE LOAN | .00 | .00 | 23,249.00 | 23,249.00 | .0 |
| 850.850.779.100 | DEBT SERVICE - DEQ (PRINCIPAL) | .00 | .00 | 33,355.00 | 33,355.00 | .0 |
| 850.850.779.200 | DEBT SERVICE - DEQ (INTEREST) | .00 | .00 | 18,461.00 | 18,461.00 | .0 |
| 850.850.785.100 | DEBT SVC TO BOND MPS/FSTS (P) | .00 | 42,938.28 | 42,931.00 | ( 7.28) | 100.0 |
| 850.850.785.200 | DEBT SVC TO BOND MPS/FSTS (I) | .00 | 39,309.72 | 39,318.00 | 8.28 | 100.0 |
| 850.850.785.400 | DEBT SVC TO FOOTBRIDGE (INT) | .00 | .00 | 85,955.00 | 85,955.00 | .0 |
| 850.850.786.400 | MERCHANT BLOCK LOAN(PRINCIPAL) | .00 | .00 | 25,034.00 | 25,034.00 | .0 |
| 850.850.900.100 | WATER RESERVE | .00 | .00 | 99,414.00 | 99,414.00 | .0 |
| 850.850.900.300 | RESERVE- LAFAYETTE LOAN PAYOFF | .00 | .00 | 23,625.00 | 23,625.00 | .0 |
| 850.850.900.305 | RESERVE FOR MPS FSTS USDA LOAN | .00 | .00 | 82,248.00 | 82,248.00 | .0 |
| 850.850.900.310 | RSV FOR BRIDGE DEQ LOAN PMT | .00 | .00 | 107,461.00 | 107,461.00 | .0 |
| 850.850.999.000 | UNAPPROPRIATED ENDING FUND BAL | .00 | .00 | 1,248.00 | 1,248.00 | .0 |
| | TOTAL CAPITAL OUTLAY & TRANSFERS | .00 | 294,243.65 | 766,529.00 | 472,285.35 | 38.4 |
| | TOTAL EXPENDITURES | .00 | 294,243.65 | 766,529.00 | 472,285.35 | 38.4 |
| | TOTAL FUND EXPENDITURES | .00 | 294,243.65 | 766,529.00 | 472,285.35 | 38.4 |
| | NET REVENUE OVER EXPENDITURES | 661.62 | ( 283,251.43) | .00 | 283,251.43 | .0 |

# MINUTES
# DAYTON CITY COUNCIL
# WORK SESSION
# February 17, 2026

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

**ABSENT:** Councilor Colt Wilkins

**STAFF:** Jeremy Caudle, City Manager
Rocio Vargas, City Recorder
Dave Rucklos, Tourism and Economic Director
Cyndi Park, Library Director

## A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

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

## B. ROLL CALL

Mayor Frank noted that there was a quorum with Councilors Hildebrandt, Hover, Pederson, Teichroew present in person and Councilor Mackin present via Zoom. Councilor Wilkins was absent.

## C. APPEARANCE OF INTERESTED CITIZENS

None.

## D. DISCUSSION ITEMS

### 1. Library Discussion

Cyndi Park, Library Director, updated the Council on the changes the library has made to make the library safe for employees.

Councilor Hover asked if there have been any incidents that have put staff in danger.

Library Director stated that there have been situations where staff have felt unsafe.

Discussion continued regarding the different safety precautions that are being taken to make the library safe for staff now that they are located separate from other city staff.

### 2. Planning Commission Application Question Update

Mayor Frank led a discussion regarding the wording of a question about applicants' vision for the future of Dayton. She asked Council for feedback on simplifying the question to make it clearer and encourage more thorough responses.

Council discussed expectations for Planning Commissioners and what is needed for success in the role. Council expressed interest in including language requiring applicants to attend the Council meeting at which their appointment is considered.

Jeremy Caudle, City Manager, suggested adding a yes or no question for attendance at a council meeting at the end of the application.

### 3. USDA Congressional Direct Spending Grant Update

City Manager updated the council on what the grant money could be used for and what the plan is to spend the money on. He stated that in communication with a USDA representative they did emphasize that the money should be used soon.

City Manager also updated the results of the RFQ for a facilities study.

Council discussed the best use of the grant funds and the current state of City facilities.

### 4. Public Safety Town Hall Assessment

Mayor Frank commented that the Town Hall went well overall.

Councilor Hover agreed and stated that the people are very comfortable speaking their mind. He added that the Sheriff did a really good job answering.

Councilor Pederson commented that the personal stories shared were impactful.

Council discussed survey results and expressed interest in increasing community participation.

Council President Hildebrandt suggested bringing back "Coffee with the Council" to have a more informal setting to get feedback from the community.

Council also discussed ways to better inform the public about the Public Safety Levy. To increase engagement, Council plans to host a booth at Friday Nights to meet community members where they are.

Council identified the following outreach priorities: Coffee with the Council, a Friday Nights booth, a standalone mailer, and a mailer included with utility bills.

### 5. Update on the City Hall/Services move to Annex

Dave Rucklos, TED Director, updated the council on the moved from city hall to the annex. He stated that the move went smoothly between staff, contractors, and electricians. City services office is ready to be fully operational.

Council discussed the future of the former City Hall and library buildings.

## E. CITY COUNCIL COMMENTS AND CONCERNS

Dave Rucklos announced his retirement.

Councilor Hover stated that he would be out of the state the first week of March.

Councilor Pederson thanked Dave for his time with the service.

Councilor Teichroew thanked staff and Dave.

Council President Hildebrandt thanked Dave for his time with the City.

Mayor Frank will be out for surgery on the 27th and in recovery for a few weeks and will miss the April meeting. She inquired about the bathroom light at Andrew Smith Park concerned about someone being inside after hours.

## F. ADJOURN

There being no further business to discuss the meeting adjourned at 7:40pm

Respectfully submitted:

By:

Rocio Vargas, City Recorder

APPROVED BY COUNCIL on **April 6, 2026.**

☐ As Written ☐ As Amended

_____

Annette Frank, Mayor

**MINUTES**
**DAYTON CITY COUNCIL**
**REGULAR SESSION**
**MARCH 2, 2026**

**PRESENT:** Mayor Annette Frank
Councilor Kitty Mackin
Councilor Robin Pederson
Councilor Chris Teichroew
Councilor Colt Wilkins

**ABSENT:** Council President Drew Hildebrandt, excused
Councilor Scott Hover, excused

**STAFF:** Jeremy Caudle, City Manager
Rocio Vargas, City Recorder
Rob Walker, Finance Director
Don Cutler, Public Work Supervisor
Dave Rucklos, Tourism and Economic Development Director

## A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

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

## B. ROLL CALL

Mayor Frank noted that there was a quorum with Councilors Mackin, Pederson, Teichroew, and Wilkins present in person. Councilors Hildebrandt and Hover were absent excused.

## A. APPEARANCE OF INTERESTED CITIZENS

None.

## B. CONSENT AGENDA

1. **January 2026 Financial Statements**
2. **February 2, 2026, Regular Session Minutes**

> **KITTY MACKIN MOVED TO APPROVE THE CONSENT AGENDA WITH THE FEBRUARY 2ND MINUTES AS AMENDED. SECONDED BY ROBIN PEDERSON.** Motion carried with Frank, Mackin, Pederson, Teichroew, Wilkins voting aye. Hildebrandt and Hover were absent.

## C. ACTION ITEMS

1. **Presentation by Tyler Kelly, Local Government Affairs Manager, Portland General Electric**

Tyler Kelly introduced Larry Bekkedahl to the Council. Larry provided an informational presentation, highlighting advancements PGE has made in predicting weather activity, wildfires, and cybersecurity.

Mayor Frank asked whether the smoke detection systems could identify the type of fire. Larry stated that they cannot, but they do provide location information, allowing for coordination with other agencies.

Mayor Frank also inquired about battery storage centers and the potential risk of fires. Larry explained that protections are in place to help prevent such incidents.

Councilor Mackin asked about aging infrastructure and PGE's plan for replacement. Larry responded that prioritization is based on immediate needs.

Tyler stated that there will be an IOC Tour Event on March 18th and another in April and City Council, City Mangers and Public Works are invited.

**2. Planning Commission Application Review and Possible Appointment**

Mayor Frank confirmed that there were two candidates present and one was out of state. She asked Katrina Wiegand and Miachel Howard to introduce themselves to Council.

Councilor interviewed the candidates who were present.

Mayor Frank asked for consensus on when to appoint candidates to the planning commission.

Council agreed to table the appointments to the next meeting to allow the absent Councilors to provide input.

**3. Second Reading and Adoption of Ordinance 669 Amending the Dayton Comprehensive Plan by Adopting the Park and Recreation Master Plan**

> **ROBIN PEDERSON MOVED TO APPROVE THE SECOND READING OF ORDINANCE 669, AN ORDINANCE AMENDING THE CITY OF DAYTON COMPREHENSIVE PLAN ADOPTING THE 2025 PARKS AND RECREATION MASTER PLAN. SECONDED BY CHRIS TEICHROEW.** Motion carried with Frank, Pederson, Teichroew and Wilkins voting aye. Mackin opposed. Hildebrandt and Hover were absent.
>
> **ROBIN PEDERSON MOVED TO ADOPT ORDINANCE 669, AN ORDINANCE, AN ORDINANCE AMENDING THE CITY OF DAYTON COMPREHENSIVE PLAN ADOPTING THE 2025 PARKS AND RECREATION MASTER PLAN. SECOND BY COLT WILKINS.** Motion carried with Frank, Pederson, Teichroew and Wilkins voting aye. Mackin opposed. Hildebrandt and Hover were absent.

**4. Discussion on Virtual Zoom meeting vs In-Person for Executive Sessions**

Councilor Mackin stated that the Council rules require Council meetings, work sessions, and executive sessions to be held in a hybrid format. She noted that if virtual executive sessions are not allowed to avoid unidentified media access online, it would also deny her access. She added that the Council previously approved a policy requiring media to register with the City as verified media.

Discussion continued.

Mayor Frank asked what other cities are doing regarding virtual executive sessions.

Staff will research practices used by other cities for executive sessions.

**5. Discussion on Offer to Donate Land to the City – Church St./1st St.**

Jeremy Caudle, City Manager, stated that a citizen contacted the City about donating property, located at Church Street and 1st Streets, to the City.

Council deliberated on the pros and cons of accepting the land donation.

Mayor Frank requested to bring this item back to the next meeting for further discussion and consideration by the Council.

**6. Discussion on Door-to-Door Solicitation Policy**

City Manager reported that he sent the ordinance and proposed amendments related to the Door-to-Door Solicitation policy to the City Attorney to review. He noted that the City Attorney recommended removing the fee and permit requirements, as they may infringe on free speech rights. However, Council may establish reasonable regulations, such as permitted solicitation hours and sign size.

Council discussed practices in other cities, including allowable time frames for solicitation.

Council requested a revised version of the proposed amendments and ordinance that complies with free speech requirements.

**7. Local Option Levy Update**

Rocio Vargas, City Recorder, updated the Council on the work completed on the local option levy checklist. She stated that the utility billing source needs 45-day lead to be able to include a mailer newsletter and requested council direction on what months they would like to include a newsletter to determine the due date.

Councilor Pederson asked for the deadline to submit the article for the June billing.

City Recorder will present a timeline for article due dates to be included in the water billing.

**8. Water Town Hall Discussion**

City Manager requested Council guidance on topics they would like to address at the upcoming town hall.

Council discussed potential topics for the water town hall.

**9. Joint Work Session Proposal with the Yamhill County Board of Commissioners – Dayton Landing**

Council agreed to schedule a joint work session, with availability identified for dates prior to May 9 and after May 25. City Manager proposed holding the joint session during a morning Board of Commissioners meeting.

Council noted they would need sufficient notice to accommodate a morning meeting and confirm their availability.

City Manager will return with a date for a joint session.

**10. Council Training in May/June**

City Manager requested Council's availability for training with the League of Oregon Cities.
He will send out a poll to schedule the training.

Mayor Frank requested a recess to acknowledge Dave Rucklos on his retirement.

## D. CITY COUNCIL COMMENTS AND CONCERNS

Councilor Pederson stated that she is planning a retirement party for Dave and would have more details to come. She also inquired about official compensation packages for discussion.

Councilor Teichroew inquired about the footbridge main line separation. He updated the council about the upcoming events he is working on. He stated that an agreement has been established with a non-profit to be able to fundraise for the Stars and Stripes Fireworks show. He thanked staff and public works for all the work they do.

## E. INFORMATION REPORTS

**1. Finance**

Rob Wlaker, Finance Director, reviewed the financial statements attached to the packet with the Council.

**2. Library**

**3. Recorder**

City Recorder updated Council on the TMDL Report comments from DEQ.

City Manager added that DEQ expects a stormwater fee to be implemented as part of TMDL requirements.

Councilor Mackin suggested discussing this topic with the public at the next town hall meeting.

**4. Tourism and Economic Development**

Dave Rucklos, Tourism and Economic Development Director, stated that the Small Cities Allotment grant application materials are ready to be submitted once the application opens.

He stated that the LGGP grant for the Alderman Park upgrade is complete and submitted.

He also submitted the Footbridge project for the LOC Award for Excellence.

Additionally, one of the old city signs was refurbished to place outside of the new city hall location.

**5. Public Works**

Don Cutler, Public Works Supervisor, updated Council on the separation of the water main distribution line from the footbridge. Public Works staff addressed the leak on Friday and Monday, the latter being a holiday, working on their days off. He explained that the separation was caused by increased pressure that activated the seismic piping.

He also reported the vandalism in the park restroom, which required repainting of the stalls.

**CITY MANAGER'S REPORT**

Jeremy informed Council that Recology notified the City of a missed recycling pickup and that a notification will be sent to customers.

The Integrator of Record negotiations have begun, and a contract will be brought to Council soon.

The Fisher Farms project is in the pre-application phase with Yamhill County and under review by Oregon Health Authority (OHA). He approved a contract amendment with GSI for wells that were not identified and need to be decommissioned. He is working on easements with two property owners related to the wells.

A finance intake application has been submitted to Business Oregon for a Water Supply Analysis and Projection

The Mid-Willamette Council of Governments issued an RFP for Regional Water Study, and the City of Dayton participated in the scoring process. The COG is also assisting the City with grant opportunities.

**F. ADJOURN**

There being no further business to discuss the meeting adjourned at 8:54pm.

Respectfully submitted:

By:

Rocio Vargas, City Recorder

APPROVED BY COUNCIL on **April 6, 2026.**

☐ As Written ☐ As Amended

_____

Annette Frank, Mayor

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# CITY OF DAYTON

FY 2024 – 2025 Contract for Services

Annual Report to City Council

March 12, 2026

# ACTIVITY OVERVIEW

*Contracted services with the City of Dayton began in 1987*

| Fiscal Year | Population | Contracted FTE |
|---|---|---|
| 2022-2023 | 2,694 | 1 FTE |
| 2023-2024 | 2,695 | 1 FTE |
| 2024-2025 | 2,665 | 1 FTE |

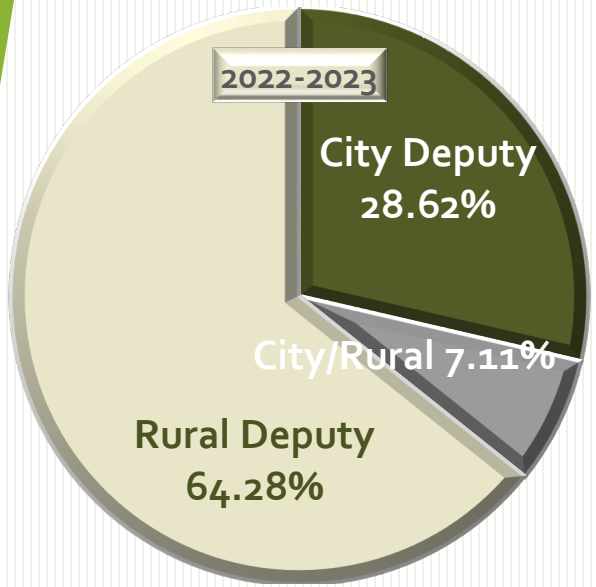
Sources include: United States Census Bureau

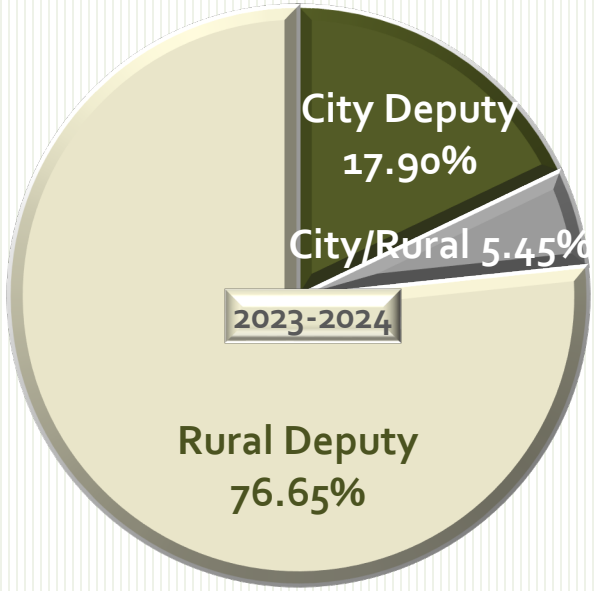
| Fiscal Year | Calls for Service | Cases* | Cases Ending in Arrest(s) |
|---|---|---|---|
| 2022 - 2023 | 1,503 | 438 | 123 |
| 2023-2024 | 1,458 | 403 | 146 |
| 2024-2025 | 1,482 | 337 | 146 |

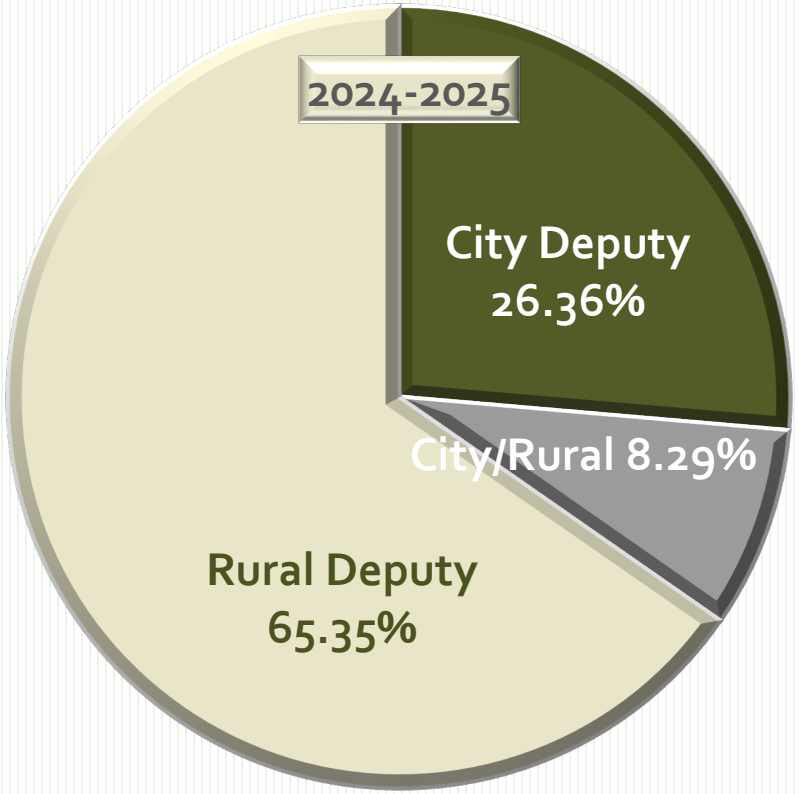
All activity and information contained in this annual report is limited to activity undertaken by YCSO within the City Limits of Dayton between July 1, 2024 - June 30, 2025.

*Case count is per case number; may represent several charges/defendants

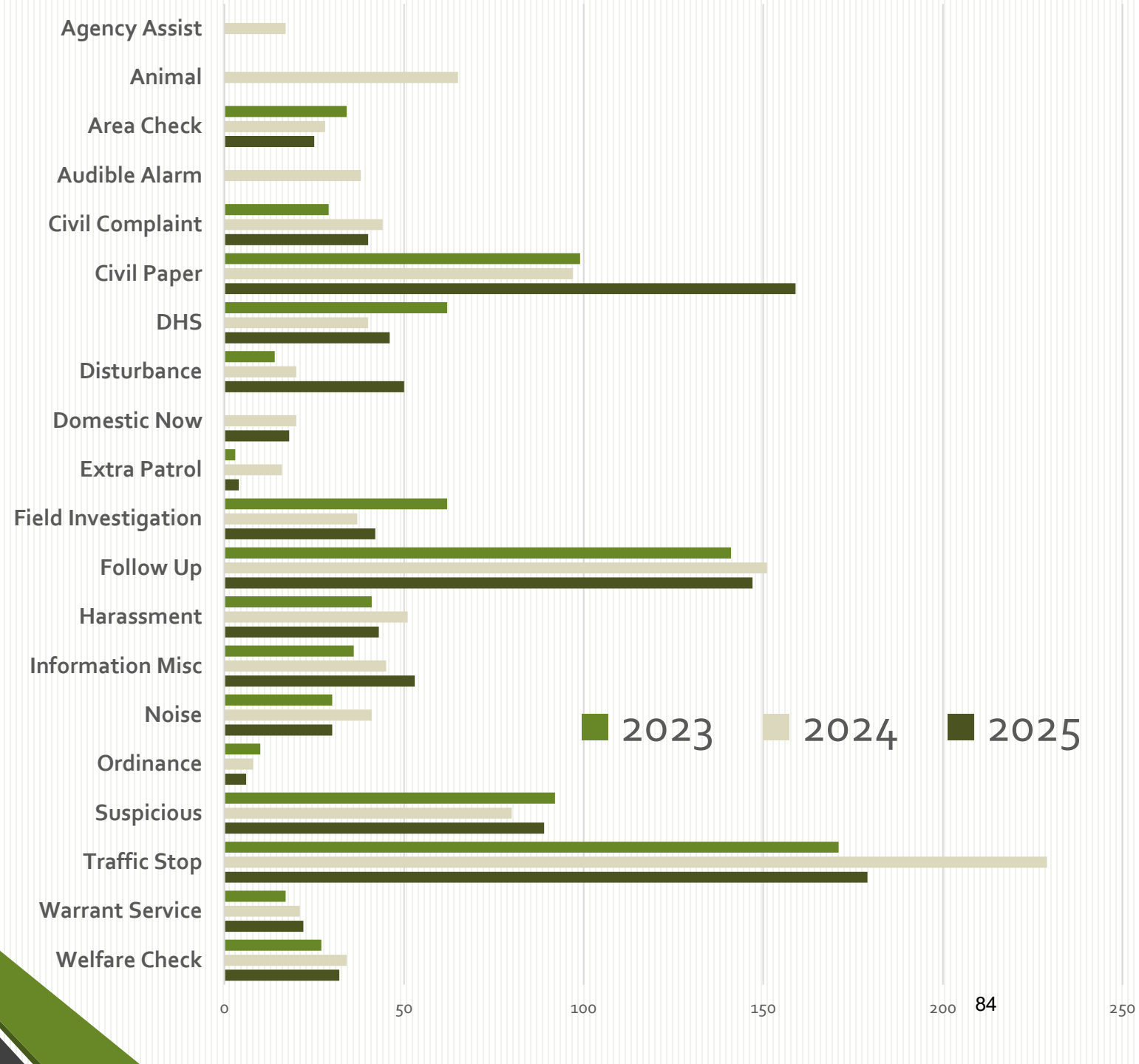
# ALL CALLS FOR SERVICE BY PRIMARY RESPONDING DEPUTY



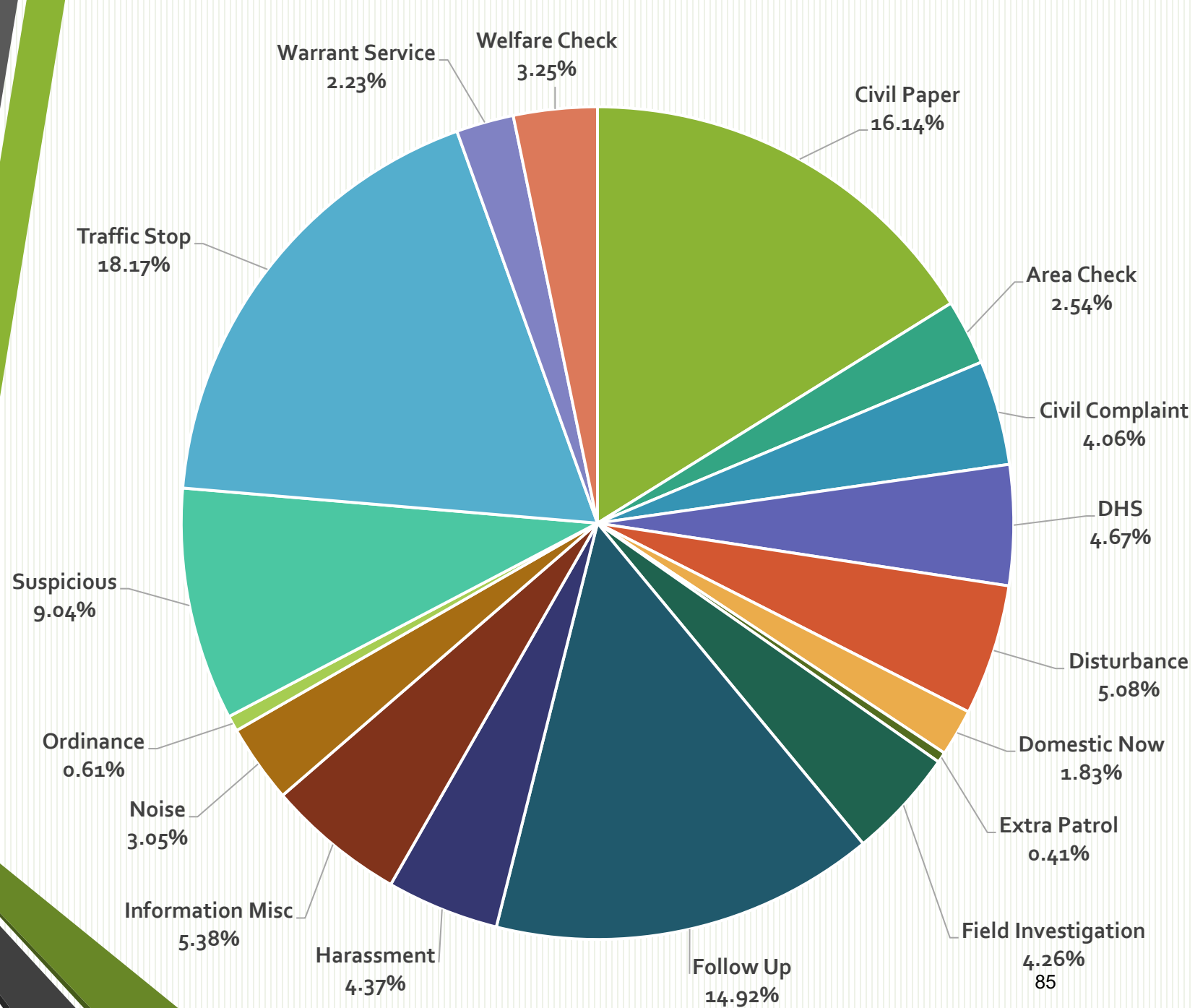



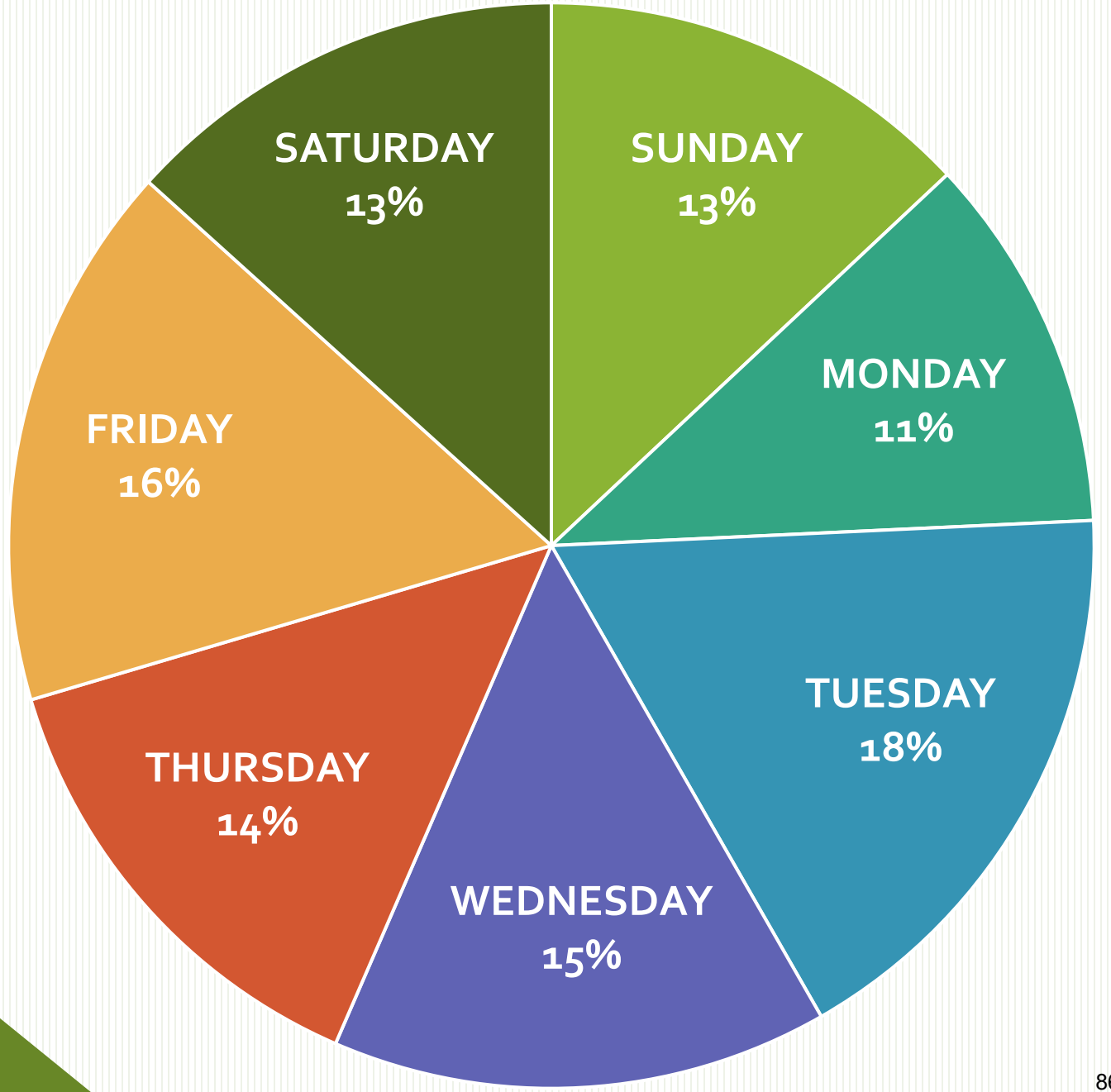
# TOP 20 CALLS FOR SERVICE BY TYPE



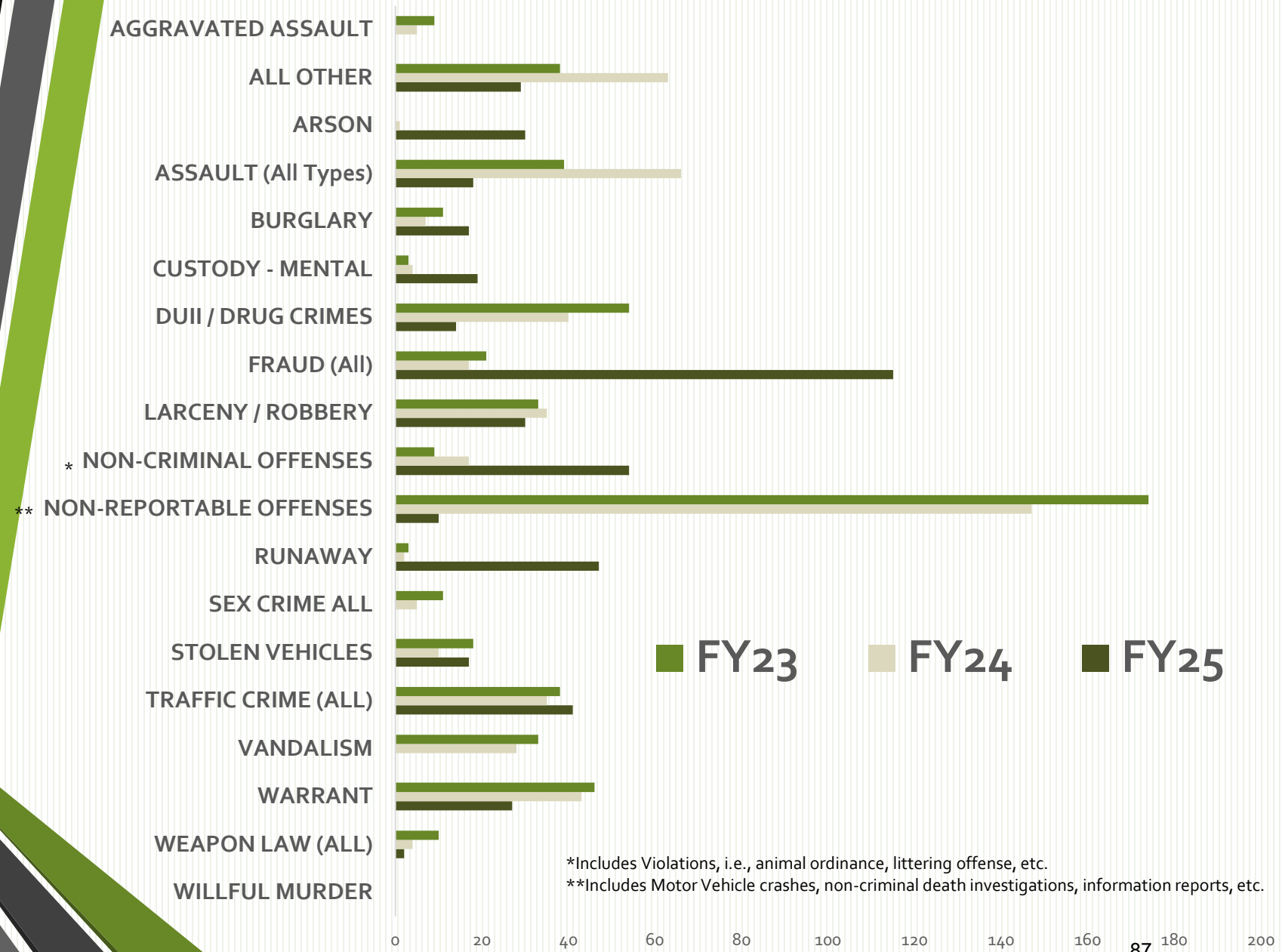
# TOP 20 CALLS FOR SERVICE BY TYPE AS A PERCENTAGE OF ALL CALLS



# ALL CALLS FOR SERVICE BY DAY OF THE WEEK



# ALL CASES BY Uniform Crime Reporting (UCR) TYPE

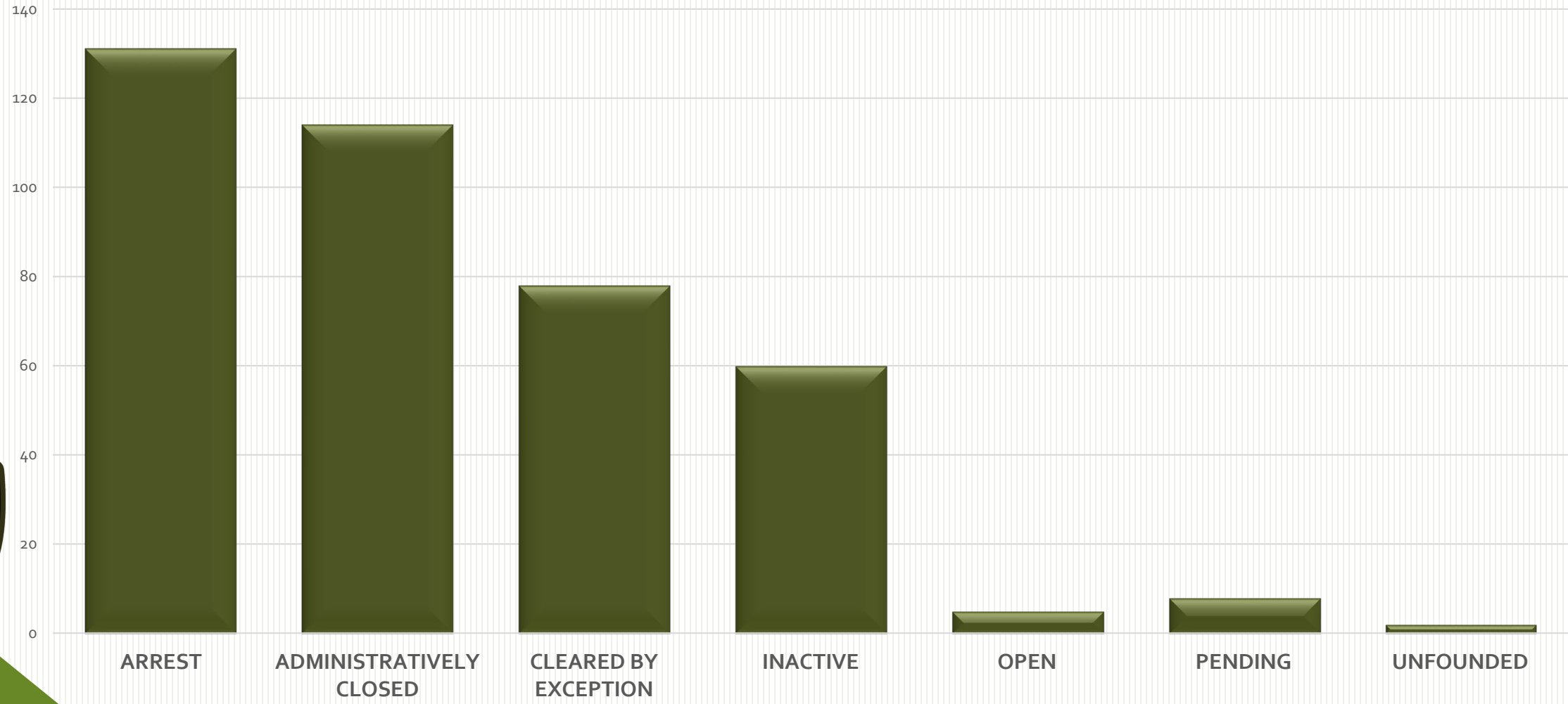



*Includes Violations, i.e., animal ordinance, littering offense, etc.
**Includes Motor Vehicle crashes, non-criminal death investigations, information reports, etc.

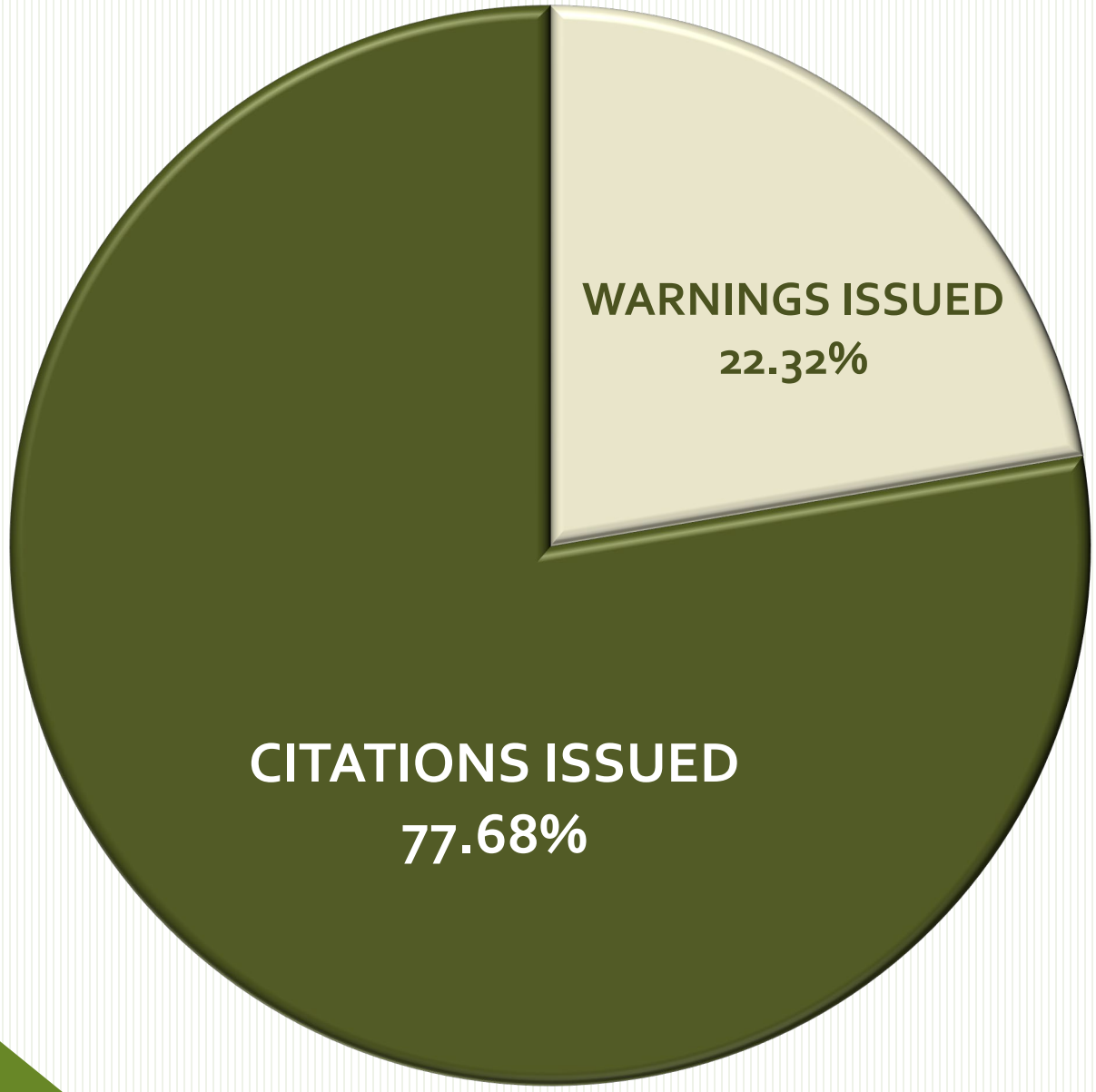
***Note:*** **Multiple UCR Types may be recorded in a single case.**

# CASE INVESTIGATION STATUS

FY 2024-2025



# TRAFFIC STOP OUTCOMES



**To:** Honorable Mayor and City Councilors

**From:** Jeremy Caudle, City Manager

**Issue:** DCDA Tourism Marketing Request

**Date:** April 6, 2026

**Background:**

DCDA and I have discussed ways to partner on increasing tourism to Dayton Friday Nights this season. In addition to providing entertainment for our community, the Dayton Friday Nights festivals also attract tourists.

**Zoom out:**
The TED Director worked with DCDA prior to his departure to secure $3,500 in sponsorships to pay for new musical acts. The idea was to match the sponsorships with transient lodging tax (TLT) funds. That led to a conversation on broader ways to drive tourist interest in Dayton Friday Nights.

- DCDA's Secretary-Treasurer prepared a TLT funding request, which follows this staff report.
- Since some items would need to be funded prior to June 30, to be ready in time for Dayton Friday Nights, I'm bringing this to City Council for discussion and direction.

**Legal considerations:**
ORS 320.350 requires us to use at least 70% of our TLT revenues to "Fund tourism promotion or tourism-related facilities."

- The law defines these terms.
- The law also says that you have to travel 50 or more miles from your residence to be considered a "tourist."
- A "tourist" can also be someone staying overnight.

**Zoom in:**
- The attachment shows a $3,500 request of City TLT funds to pay for marketing, promotional items, and costs for the "tourism-related festival" that we call Dayton Friday Nights.
- The attachment also shows a total funding request of $1,750 before June 30, 2026.

**Recommendation:**
I recommend funding the following items using TLT funds. The "marketing content" account in the TLT fund has a remaining budget of $17,735 as of the date of this staff report.

- **$3,500 –** Social media marketing, promotional marketing materials, certain operating expenses for running a tourism promotion agency. This will provide the matching funds for the sponsorships that Dave secured before he left.

- **$500 – Vendor incentives.** The vendor incentives will be Dayton branded or will be for products provided by Dayton businesses. Vendors who attend all or most Dayton Friday Night events are eligible to receive the incentives. The idea is to drive vendor participation. A lively vendor atmosphere, in turn, drives tourist interest. The Dayton branded/selected incentives further promote the event.
- **$500 – ZIP code survey.** This is to buy Dayton branded products. Survey participants are eligible for a drawing for the Dayton branded products. The idea is to encourage festival attendees to complete the survey, including entering their ZIP code. This will help us determine how good a job we're doing to attract tourists. The Dayton branded products further serve to promote the event.

The items not recommended would either be funded in the upcoming budget, done in-house, or not funded at this time.

**Note:**
I reviewed this list with Scarlet Communications during a monthly update meeting on 4/2/2026.

- We believe it would be better for the City directly to place the ad and purchase the highway banners.
- After some thought, we do not believe the sale of Dayton branded products or the last two promotional items are TLT eligible.
- Scarlet Communications and I also believe that we should develop a policy on how to spend TLT funds for similar projects in the future. This will provide guidance and guardrails around the use of these funds.

**Budget impact:**
- $4,500 through June 30.
- To be paid out of "Marketing Content" in the TLT Fund.

**The ask:**
This is within my spending authority. Unless City Council objects, I will move forward.

**Next steps:**
- **If City Council agrees** with my recommendation, then I will draft and sign a MOU with DCDA. The MOU will detail how the funds should be spent to ensure we are following the law and being good stewards of public dollars.
- **If City Council does not agree** with my recommendation, then I will not use TLT funds to pay for these items.
- **Or you may postpone action** pending further research or direction.

**Attachments (responses received):**
- Itemized listing from DCDA Secretary-Treasurer of Dayton Friday Nights tourism promotion plan using TLT funds.

| Shift $3,500 to DCDA's Dayton Friday Night (DFN) Tourism Promotion expenses | Before 6/30/26 |
|---|---|
| Promote DFN via Facebook Boosting on DCDA social media - for Dayton Friday Nights | $600.00 |
| Promotional marketing materials for DFN - Banners, flyers, posters, board signs, lawn signs, concert sched cards for visitors, graphic design | $950.00 |
| Operating a tourism promoting agency / non-profit entity - insurance covers events | $1,950.00 |
| Total | $3,500.00 |

| Additional Tourism promotion - Dayton Friday Night & Historic Cemetery Tour, Scarecrow Contest and Caravan of Holiday Lights | Buy in May 2026 | After July 1 | Total Cost |
|---|---|---|---|
| **Vendor Incentives** - combination of branded products plus Dayton Dollars each Friday, with last night being double up of Dayton Dollars. Product up to $500; Dayton Dollars $550 | $500.00 | $550.00 | $1,050.00 |
| **Zip code survey** for TLT data gathering - Branded product for incentives to do QR/google form short survey re zip and overnight stay. On Zip Survey nights - 2 prizes, 1 at intermission, one at the end - different things; up to 20 prizes over summer | $500.00 | $0.00 | $500.00 |
| **Promote DFN with Print/digital ads** - News Register<br>- Print ad 6/19 Fri.<br>- Digital 6/29 & 7/1 highlite 7/3 & 7/17 tributes.<br>- Print 8/7 Fri highlite 8/7 and 8/26 tributes.<br>Ads $640 each. Anticipate possible to pay for all after 7-1-26 as they usually invoice after. | $0.00 | $1,920.00 | $1,920.00 |
| **Promote Dayton and DFN through selling branded products** "Dayton Friday Nights" "Dayton Oregon" "Small town gem" "97114". Start with 75 items. Ask buyers to promote thru social media | $750.00 | $0.00 | $750.00 |
| **Promote DFN with additional highway banners** $300 ea. We can order and get before 6/30. And pay after 7/1/26 | $0.00 | $600.00 | $600.00 |
| **Promotion** - Scarecrow Contest and Caravan of Lights - prizes | $0.00 | $300.00 | $300.00 |
| **Promotion** - Historic Cemetery Tour - costume rental; music; actor supplies; flyers; FB boosting | $0.00 | $600.00 | $600.00 |
| Total | $1,750.00 | $3,970.00 | $5,720.00 |

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**To:** Honorable Mayor and City Councilors

**From:** Rocio Vargas, City Recorder

**Through:** Jeremy Caudle, City Manager

**Issue:** Appointment of Planning Commissioners

**Date:** April 6, 2026

**Background and Information:** Council tabled the appointment of new Planning Commission members following interviews held on March 2, 2026.

The Planning Commission consists of five members serving four-year terms. It currently has three active members: Ann-Marie Anderson, Katelyn Van Genderen, and Dave Mackin, with two vacancies remaining. These seats became available following the resignations of Tim Parsons and Rob Hallyburton.

Applications for the following candidates are attached for Council's review:

Steven Hesseling

Michael Howard

Katrina Wiegand

**City Manager Recommendation:** Appointment of Planning Commission members is at the discretion of City Council. Therefore, I have no recommendation.

**Potential Motion:** "I move to approve the appointment of (**INSERT NAME**) to the Dayton Planning Commission with the term expiring December 31, 2026."

"I move to approve the appointment of (**INSERT NAME**) to the Dayton Planning Commission with the term expiring December 31, 2028."

**Council Options:**

1 – Approve the motion listed above.

2 – Do not approve the motion listed above.

3 – Leave the application period open, or some other action at City Council's direction.

# APPLICATION FOR CONSIDERATION FOR APPOINTMENT TO **DAYTON PLANNING COMMISSION**

| | |
|---|---|
| Term of Appointment: | Present to December 31, 2028 |
| Qualifications for Candidates: | Must be 18 years of age. See Section 1.09.00 of the Dayton Municipal Code for more information regarding Dayton Planning Commission requirements. |
| Deadline for Applications: | Until vacancy is filled |
| Submit Applications to: | PO Box 339, Dayton OR 97114;<br>or deliver to Dayton City Hall, 416 Ferry Street, Dayton OR |

If You Have Questions Call: Rocio Vargas, City Recorder/Planning Coordinator at 503-864-2221

The City of Dayton Planning Commission is a 5-member, non-paid volunteer committee appointed by the Dayton City Council. The composition, roles and responsibilities are outlined in the attached Section 1.09 of the Dayton Municipal Code. Please note additional requirements may apply.

| | |
|---|---|
| NAME OF APPLICANT: | STEVEN HESSELING |
| STREET ADDRESS: | [redacted] |
| MAILING ADDRESS: | DAYTON, OR 97114 |
| TELEPHONE NUMBER: | [redacted] |
| CELL PHONE NUMBER: | — |
| EMAIL ADDRESS: | [redacted] |
| CURRENT OCCUPATION: | RETIRED OPERATIONS MANAGER |

Please provide a brief description of your education, work or volunteer experience, skills, or interests that you feel would be useful as a member of the Planning Commission *(attach additional information if necessary)*.

EDUCATION: BS BIOLOGY W/ DBL MINOR IN MATH + CHEMISTRY
AA ACCOUNTING

WORK: 30 YRS AS MANAGER IN PROCESSING ENVIRONMENT UP TO EXECUTIVE LEVEL FOCUS ON SHORT AND LONG TERM STRATEGIC PLANNING

MILITARY: 8 YR AS COMMISSIONED ARMY ENGINEER SECONDARY AS PLANS AND OPERATIONS.

EXPERIENCE: FROM A SMALL MID-WESTERN FARMING COMMUNITY, LIVED IN A NUMBER OF METROPOLITAN CITIES ACROSS THE COUNTRY

VOLUNTEER ACTIVITIES: CUB SCOUT LEADER, YOUTH SOCCER COACH, JUNIOR ACHIEVEMENT BOARD MEMBER, BOARD MEMBER FOR SEVERAL CARVING AND SOCIAL CLUBS, DCDA.

HAVE LIVED IN DAYTON FOR PAST 14+ YEARS.

Why do you want to serve as a member of the Commission?

THERE IS A NEED FOR PERSONNEL WITH HAVE EXPERIENCE AND EDUCATION WITH THE FORWARD THINKING AND VISION TO HELP NAVIGATE AND MAKE DAYTON A MOST DESIRABLE COMMUNITY WITH THE A LOT TO OFFER RESIDENTS.

What is your vision for the City of Dayton in 5 years?

- ENJUVENATE AND Build upon THE CURRENT INFRASTRUCTURE
- ANNEX LANDS WITHIN OUR URBAN GROWTH BOUNDARY
- ENTICE DEVELOPERS TO Build SUBDIVISIONS TO IMPROVE OUR TAX BASE
- MAKE DAYTON THE TOWN PEOPLE WANT TO MOVE TO.
- BRING NATURAL GAS SERVICE TO THE City
-

What is your vision for the City of Dayton in 20 years? I'LL BE DEAD BEFORE THE END BUT UNTIL THEN,

- ATTRACT LIGHT INDUSTRY AND BIG BOX RETAILERS
- DEVELOPE OUR RIVER FRONTAGE FOR EATERIES, PARK AND RECREATIONAL OPTIONS.
- DEVELOP ALTERATIVE ENERGY SOURCES FOR OUR Community
- BRING BACK OUR OWN POLICE FORCE.

What steps do you feel need to be taken by local leaders, city staff, and community members to achieve these visions? *(Please add additional sheets if necessary)*

STRIP AWAY THE OLD MENTALITY THAT HAS HELD DAYTON BACK. TIME FOR A PARADIGM SHIFT THAT WE CAN DO WHATEVER NEEDS TO BE DONE AND ESCAPE THE "WE'VE ALWAYS DONE IT THAT WAY" OR "WE TRIED THAT AND IT DIDN'T WORK" SYNDROME

BE BOLD, LISTEN TO THE CONSTITUENTS!

I certify that I am at least 18 years of age and have read the additional requirements to which my application may be subject as set forth in Section 1.09.01(B) of the Dayton Municipal Code.

Signature of Applicant

2/3/2026

Date

**From:** cityofdayton@daytonoregon.gov
**To:** Rocio Vargas
**Subject:** Application for Consideration for Appointment to Planning Commission
**Date:** Wednesday, January 7, 2026 5:19:20 PM

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Name of Applicant:
Michael Howard

Street Address:
[redacted]

Mailing Address:
[redacted]

Telephone Number:
[redacted]

Email
[redacted]

Current Occupation:
Retired

Please provide a brief description of your education, work or volunteer experience, skills, or interests that you feel would be useful as a member of the Planning Commission?
Past member and chair of the Amity city planning commission. Business systems analyst in the electronics manufacturing arena.

Why do you want to serve as a member of the Commission?
I am cursed with an urge to civic duty. See my past service on the Dayton city budget comity.

What is your vision for the City of Dayton in 5 years?
I do not see that my vision, assuming that I have one, has anything to do with serving on the planning commission. City vision should be set by the city council as guided by the population at large.

What is your vision for the City of Dayton in 20 years?
See above. I see the planning commissions duty is to guide the execution of that vision as necessary.

What steps do you feel need to be taken by local leaders, city staff, and community members to achieve these visions?
Again, see above. If this is not good enough I will content myself by continuing my work on the Palmer Creek trail.

By typing my name below, I certify that I am at least 18 years of age and have read the additional requirements to which my application may be subject as set forth in Section 1.09.01(B) of the Dayton Municipal Code.
Michael Howard

******* Email Details ********
From IP address: [redacted]
Submitted date: 1/7/2026 7:36:17 PM ID: 3119

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**From:** cityofdayton@daytonoregon.gov
**To:** Rocio Vargas
**Subject:** Application for Consideration for Appointment to Planning Commission
**Date:** Monday, February 9, 2026 11:28:56 PM

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Name of Applicant:
Katrina Wiegand

Street Address:
[redacted]

Mailing Address:
[redacted]

Telephone Number:
[redacted]

Email
[redacted]

Current Occupation:
Bank Teller

Please provide a brief description of your education, work or volunteer experience, skills, or interests that you feel would be useful as a member of the Planning Commission?
I have MBA degree and have worked for Yamhill County as a Deputy Sheriff many years ago. I currently am working for OnPoint Community Credit Union and have been seeking out more opportunities to be more involved in my community and learn more about community development. I would enjoy participating in other towns events as an observer to see what ideas and suggestions have worked well for their communities. I enjoy networking with business owners and strategizing on ways to bridge the gap between businesses and the communities they serve.

Why do you want to serve as a member of the Commission?
I would like to remain knowledgeable about the current issues our City is addressing as well as be an active participant in the development and growth opportunities that our community has that we have yet to discover.

What is your vision for the City of Dayton in 5 years?
Its my vision that our town will begin to grow in a slow yet consistent and strategic manner. Through the interactive involvement and participation in our communities events, residents will build relationships with the small business owners in our town and this promotes loyalty and security that is introduced by our towns folks and businesses will benefit from this support from its community. I envision that the City will be an instrumental part of securing business and communitys developing relations. Once relationships are established between business and the communities they serve, the businesses chance of success will rise as will the overall feeling of community support as the business establishes loyal patrons. By being open to the experiences by other towns attempts to bridge this gap, Dayton is sure to find the balance that will allow our community to grow in a slow and steady responsible manner that will not only encourage our towns long term success but also preserve that small town charm that we all

value and cherish.

What is your vision for the City of Dayton in 20 years?
My vision for the community of Dayton in 20 years, is that it will have that small town charm that we all know and love but it will also have the ability to thrive due to the interconnected and instrumental relationships established between the city, its departments, the community and its residents and the businesses and the services and goods they provide. In 20 years our town will thrive due to the community involvement and support that it provides.

What steps do you feel need to be taken by local leaders, city staff, and community members to achieve these visions?
Active communication and open minds willing to watch what other communities have initiated and which ones succeeded and what promoted their success. Local leaders and city staff will need to remain actively invoved in providing activities for the towns residents to feel a part of the culture here. Businesses will also need a more obvious supportive involvement initiated by our cities leaders and the events they plan. Our city leaders will actively need to strategize on how they will bridge the gap between the community they love and the businesses they've never met and implement frequent and consistent opportunities for these relationships to grow.

By typing my name below, I certify that I am at least 18 years of age and have read the additional requirements to which my application may be subject as set forth in Section 1.09.01(B) of the Dayton Municipal Code.
Katrina J Wiegand

******* Email Details ********
[redacted]
Submitted date: 2/10/2026 1:47:05 AM ID: 3169

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**To:** Honorable Mayor and City Councilors

**From:** Jeremy Caudle, City Manager

**Issue:** IOR contract approvals

**Date:** April 6, 2026

**Background:**

From summer-fall 2025, staff worked with the City Attorney and the City Engineer on hiring an integrator of record (IOR). The IOR maintains and builds control and telemetry systems for our water and wastewater systems.

- The control and telemetry systems allow us to automate tasks, like chlorinating drinking water before it goes into the distribution system.
- The control and telemetry hardware/software also monitor the entire system and allow us to control it remotely.

**Go deeper:**

- The 1/5/2026 staff report for Resolution 2025/26-11 details the history on this project and the unique procurement rules that apply.
- On 1/5/2026, the City Council held a public hearing to exempt the IOR contracts from competitive bidding requirements. Resolution 2025-26-11 made findings supporting this process.
- At this meeting, City Council authorized me to issue the Request for Proposals (RFP) for an IOR.
- Proposals were due on 2/19/2026. One company, The Automation Group (TAG), submitted a response, which met the requirements of the RFP.
- The City Engineer issued a "notice of intent to award" to TAG. Since then, I have negotiated the attached contracts with TAG. The City Attorney has reviewed these contracts.

**How it works:**

There are two contracts:

- The "Master Services Contract" is for day-to-day maintenance, troubleshooting, and repairs.
- The "Master Agreement between Owner and Provider for Procurement and Installation" is for larger construction project.
- For each construction project, we will complete the "Procurement Task Order Form" in Exhibit A.1 in the "Master Agreement."
- The "General Conditions" in the "Master Agreement" provide details on how construction is to occur.

**What changed:**
At TAG's request, the City negotiated changes to the contracts that you saw in the 1/5/2026 meeting packet. Here's a summary of those changes:

Master Service Contract

- 3.2 – Added: Requirement to pay undisputed invoices within 30 days. 15 day deadline to dispute an invoice. Suspension of non-emergency services for non-payment.
- 8.3 – Added: Language making indemnification mutual. (Original language required TAG to indemnify City, but not the other way around.)
- 8.4 – Added: Language making indemnification mutual. (Original language required TAG to indemnify City, but not the other way around.)
- 9.1.d – Rewrite: Specified $2 million per occurrence/$2 million aggregate technology/cyber insurance coverage.
- 18 – Struck: Entire section related to consequential damages.
- 36 – Rewrite: Language making indemnification mutual. (Original language required TAG to indemnify City, but not the other way around.) Specified $1 million per incident limitation of liability. Carve outs for negligence, fines/penalties from environmental regulators, etc.

Master Agreement for Procurement and Installation

- Filled in various blanks. Example: 2.04 – Entered $500 for liquidated damages for each day late; $750 for each day late after final completion date.
- General Conditions 7.17.D – Language making indemnification mutual. (Original language required TAG to indemnify City, but not the other way around.)
- General Conditions 19.04.B - Language making indemnification mutual. (Original language required TAG to indemnify City, but not the other way around.) Specified $1 million per incident limitation of liability. Carve outs for negligence, fines/penalties from environmental regulators, etc.

The City Attorney and City Engineer reviewed and signed off on these changes.

**Recommendation:**
Approve the contracts as presented.

*Recommended motion: "I move to approve the 'System Integrator of Record, Master Services Contract' and the 'Master Agreement between Owner and Provider for Procurement and Installation,' both with The Automation Group, and to authorize the City Manager to sign."*

**Note:**

- The contract documents are for initial 5-year terms.
- After the 5-year terms, there is an option to renew for 2 additional 5-year terms, for a maximum total of 15 years.

- Resolution 2025/26-11 requires the City Manager to deliver a post-project evaluation to the City Council within 30 days after the last project (or contract expiration) under the "Master Agreement."
- The post-project evaluation documents the extent to which the procurement exemption met the City's goals for effectiveness and efficiency.

**Budget impact:**
To be determined. The first project will be telemetry installation at the McDougal wells. This is budgeted at around $50,000.

**Next steps:**
- **If City Council agrees** with my recommendation, then I will schedule signing of the contracts with TAG. We will then schedule our first project with them. Due to the purchasing threshold involve, it may require City Council approval.
- **If City Council does not agree** with my recommendation, then I will not sign the contracts, and I will ask for further direction on how the City Council wishes to hire an IOR.

**Attachments:**
- Master Services Agreement – complete with attachments/exhibits
- Master Agreement for Procurement/Installation – complete with attachments/exhibits

# CITY OF DAYTON

# SYSTEM INTEGRATOR OF RECORD, MASTER SERVICES CONTRACT

This Master Services Contract (this "Contract") is by and between City of Dayton ("City") and The Automation Group ("System Integrator of Record") for the installation and upgrade of control and telemetry systems, performance of system integration and programming services as required to meet the City's public utility needs, as defined in Exhibit A – Scope of Work, including but not limited to systems and facilities described in Appendix B of the RFP.

## A. RECITALS

City solicited proposals for a System Integrator of Record (hereafter also referenced as "IOR") from qualified firms, to provide control and telemetry system installation and upgrades, system integration and programming services through a formal competitive proposal process.

Whereas, The Automation Group submitted its proposal, having examined the Request for Proposals, and was chosen as the most highly qualified proposer, best suited to meet the City's needs pursuant to the RFP criteria.

## B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A – Scope of Work
Exhibit A-1 – Service Level Agreement
Exhibit B – Oregon Public Contracting Code Requirements
Exhibit C – Request for Proposal for System Integrator of Record
Exhibit D – Selected System Integrator of Record's Proposal
Exhibit E – Selected System Integrator of Record's Fee Schedule

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, then Exhibits A, C, D, and E in that order.

## C. AGREEMENT

### 1. Term

The initial term of this Contract shall be for a five (5) year term from the date of its execution ("Effective Date"), unless amended or sooner terminated under the provisions of this Contract. The date of execution shall be the date on which the City signs this Contract as noted on the signature page herein. At the City's sole discretion, the Contract term may be extended for up to two (2) additional 5-year periods of time upon execution of an amendment to this Contract entered into by the parties. The City may elect in its sole discretion to extend the Contract terms for shorter periods, provided the total term of this Contract shall not exceed fifteen (15) years. Such extension(s) will consider whether updates are required to IOR's fee schedule attached as Exhibit E to this Contract.

### 2. Scope of Work

IOR shall provide all services and deliver all materials, products, deliverables and equipment (the "Services") as specified in the attached Exhibits, which are hereby incorporated into this Contract by this reference, and as may be described in Task Orders issued under this Contract.

2.1 Key Positions and Personnel. For the period of performance under this Contract, the parties have identified Key Positions and Key Personnel as set forth in the table below, along with the percentage of their time to be allocated to the City's Project:

| Name | Title/Role | % of Time | Company |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

2.2 Substitution of Key Personnel. IOR shall make no substitutions of Key Personnel unless the substitution is necessitated by law, illness, death, resignation, or termination of employment. IOR shall notify the City within ten (10) calendar days after the occurrence of any of these events.

Any substitutions or replacements of Key Personnel require the written approval of the City. IOR shall provide the City with the maximum possible period of notice of substitution or replacement of Key Personnel in order to allow for background screening, fingerprint checks, and other investigation as may be required in Section 2.2 below.

For any proposed substitute or replacement Key Personnel, IOR shall provide the following information to the City: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any additional information requested by the City. Proposed substitutes or replacements should have qualifications comparable to or better than those of the persons being replaced. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

2.3 Security Requirements for Personnel. If required by the City, IOR shall conduct a criminal history/records check of all personnel that will have access to City information, systems, or payments and ensure ongoing security requirements for personnel are maintained.

**3. Compensation**

3.1 Compensation. IOR will be paid by City on a time and materials basis, for approved Services actually completed by IOR, accepted by the City and invoiced as described in this section.

3.1.1 Payments shall be made to the IOR based on the fee schedule provided by the IOR defined in Exhibit E.

3.1.2 IOR shall complete its scope of work Services as defined in Exhibit A and in Task Orders to be issued by the City.

3.2 Invoices. Payments shall be based upon monthly invoices which IOR shall submit to the City, detailing the previous months' fees, costs and percentage of the Services completed at that time. Upon request, IOR will provide the City representative with documents and records evidencing the progress made on the project to date. IOR shall send invoices to City's representative at City's address set forth in Section 7 In the event of non-payment due to a fee dispute between the parties, IOR shall continue to provide Services to City. Payment of undisputed portions of IOR invoices shall be due within thirty (30) calendar days of the City's receipt of a proper invoice ("Payment Due Date"). An invoice or portion thereof shall be considered "undisputed" if the City has not provided written notice to IOR identifying specific items in dispute within fifteen (15) calendar days of receipt of the invoice. In the event undisputed invoice amounts remain unpaid for sixty (60) calendar days beyond the Payment Due Date, IOR shall provide written notice to the City identifying the unpaid amounts and requesting payment within thirty (30) additional calendar days.
If payment of undisputed amounts is not received within such thirty-day notice period, IOR may suspend non-critical Services upon seven (7) calendar days' written notice to

the City, provided that IOR shall in no event suspend or reduce:

(a) Services necessary to protect public health or safety, including but not limited to alarm response, emergency repairs, and life-safety system support;
(b) Services required to maintain compliance with federal, state, or local regulatory requirements, including but not limited to Oregon DEQ and OHA obligations; or
(c) Emergency response services as described in Exhibit A – Scope of Work.

Upon receipt of all undisputed past-due amounts, IOR shall promptly resume full Services within five (5) business days. Any suspension of Services under this provision shall not constitute a default by IOR under this Contract, and IOR shall be entitled to an equitable adjustment in any affected Task Order schedules to account for the period of suspension. Interest on undisputed amounts not paid when due shall accrue at the rate specified in ORS 279C.515(2), commencing on the Payment Due Date and continuing until the date of actual payment.

3.3 Reimbursable Expenses. Reimbursable expenses must be preapproved in writing by the City and shall be itemized and include expenses reasonably incurred in the interest of the project for: 1) Reproductions, presentations and work session handouts or other materials; 2) Postage and handling of documents; 3) Authorized travel expenses; and 4) Expense of overtime work requiring higher than regular rates, if authorized by City.

3.4 The City shall not pay compensation for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The compensation contemplated in this section shall constitute full and complete payment for said Services.

3.5 IOR must promptly pay all sums due to subcontractors for services and reimbursable expenses after receiving payment for those services from City.

**4. Firm Offer Established; Nonexclusive Contract.**

4.1 This Contract constitutes a firm offer by IOR regardless of whether any Task Order for Services is executed. This Contract is enforceable as a firm offer pursuant to ORS 279B.140 for the Contract term specified in Section 1, and all pricing in Exhibit E is valid until the Contract expires or is terminated, unless the pricing is changed according to Section 1.

4.2 This Contract is not exclusive. The City retains the right to contract for Services through any selection process authorized by law, or to perform the Services itself. The City does guarantee that any specific number of Task Orders will be entered into or that any specific amount of Services will be required.

**5. Inspection and Acceptance of Deliverables**.

Any deliverables, hardware, products, equipment or Services (collectively “Deliverables”) to be provided by IOR under this Contract shall be subject to inspection and test by the City at times and place determined by the City. If the City finds any Deliverable to be incomplete or not in compliance with the applicable specifications or requirements, the City may reject the Deliverable and require IOR to either correct the Deliverable without charge or deliver the Deliverable at a reduced price, whichever is equitable under the circumstances. If IOR is unable or refuses to cure any defects in the Deliverable within a time deemed reasonable by the City, the City may reject the Deliverable and terminate this Contract in whole or in part.

**6. Contractor Is an Independent Contractor**

IOR is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation for Services provided for under this Contract. While City reserves the right to set the schedule and evaluate the quality of IOR’s completed work, City cannot and will

not control the means, methods and manner of IOR's performance. IOR is responsible for determining the appropriate means, methods and manner of performing Services. IOR is responsible for all federal and state taxes applicable to compensation and payment paid to IOR under the Contract and will not have any amounts withheld by City to cover IOR's tax obligations. IOR is not eligible for any City fringe benefit plans.

**7. Notices**

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City:

Don Cutler, Public Works Supervisor
City of Dayton
PO Box 339
416 Ferry Street
Dayton, OR 97114-0339

System Integrator of Record (IOR):

Gary Jenks, President
The Automation Group
4678 Isabelle Street
Eugene, OR 97402

**8. Indemnification**

8.1 IOR shall indemnify, defend and hold harmless the City, its directors, officers, elected and appointed officials, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of IOR or its officers, employees, subcontractors, or agents under this Contract.

8.2 Infringement Liability. IOR shall indemnify, defend, and hold harmless the City, its directors, officers, elected and appointed officials, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right, whether arising from copyright, patent, trademark, trade secret or any other intellectual property right of any person whosoever. The City agrees to notify IOR of the claim and gives IOR sole control of the defense of the claim and negotiations for its settlement or compromise.

8.3 The obligations of the indemnifications extended by IOR to the City and by the City to IOR shall survive the termination or expiration of this Agreement.

8.4 City shall indemnify, defend, and hold harmless IOR, its officers, employees, and agents, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of the City or its officers, employees, or agents under this Contract, except to the extent caused by the negligence or willful misconduct of IOR.

**9. Insurance Requirements**

9.1 During the term of this Contract, IOR shall maintain, at its own expense, the following

types of insurance in the following amounts:

a. Comprehensive general liability insurance on Insurance Services Office (ISO) occurrence form CG 00 01, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

$2,000,000 – each occurrence (bodily injury)
$4,000,000 – general aggregate
$1,000,000 – property damage, contractual, etc.
$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).

b. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than $1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).

c. Professional Liability (Errors and Omissions) insurance covering IOR's liability arising out of negligent acts, errors or omissions in its performance of work or Services under this Contract. Such policy will have a combined single limit of not less than $2,000,000 per each claim, incident or occurrence. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion of Services. (Proof of coverage will be attached to this Contract).

d. Two million dollars ($2,000,000) Per Occurrence / two million dollars ($2,000,000) General Aggregate. The City may require higher Technology E&O/Cyber Liability limits for specific Task Orders where the scope of Work involves direct access to or modification of City network infrastructure, SCADA system servers, or systems storing personally identifiable information. Any such increased limits shall be identified in the applicable Task Order, and the incremental premium cost attributable to the increased coverage shall be included as a reimbursable expense under the Task Order.

e. Automobile Liability insurance. The policy shall cover bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile Liability coverage shall be written in an amount not less than $2,000,000 combined single limit.

e. The limits required in this Section 9.1 may be met with a combination of underlying and umbrella coverage.

9.2 If any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

9.3 Policies shall provide that City, its officers, representatives, employees, and agents (including the City's engineer of record or contract City engineer) will be included as an additional insured with respect to the coverages required in Section 9.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

9.4 All coverages under Section 9.1 shall be primary over any insurance City may carry on its own.

9.5 All policies of insurance shall be issued by duly licensed insurers with a rating of not less

than A-VI and that are qualified to do business in the State of Oregon.

9.6 IOR shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or Services under this Contract. If requested by City, IOR shall furnish City with executed copies of such policies of insurance. IOR shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

**10. Workers' Compensation**

10.1 IOR, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

10.2 IOR warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. IOR shall indemnify City for any liability incurred by City as a result of IOR's breach of the warranty under this section.

**11. Hours of Employment; Prevailing Wage**

IOR shall comply with all applicable state and federal laws regarding employment.

The parties understand and agree that this Contract is subject to prevailing wage laws. The IOR shall comply fully with the provisions of ORS 279C.800 through 279C.870. The current prevailing wage rates may be found here: https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2019.aspx. If both state and federal prevailing wage rates apply to the Services, IOR must pay all laborers, including those working on behalf of subcontractors, the higher of the applicable state or federal wage rate. If IOR is required to pay prevailing wages, IOR will ensure that its subcontractors also agree to do so in writing. If both state and federal wages apply to the Services, IOR will ensure that its subcontractors agree in writing to pay the higher of the applicable state or federal wage rate.

**12. Assignment**

Before performing any Services for which the IOR will seek compensation under this Contract, the IOR shall prepare a detailed scope of work, budget of costs, and project schedule for a specific work task solicited by the City. The scope of work shall include all tasks and deliverables necessary to complete the Services requested by the City. The budget of costs shall assign task numbers to each task outlined in the scope of work and show the budgeted number of hours, team member assignments, and hourly rate for each task. The City will then issue a Task Order or assignment under the provisions of this Contract.

The IOR shall not begin work on any task or assignment until the City has issued a Notice to Proceed (NTP) for that task or assignment (either hard copy or email NTP) and a Task Order.

IOR may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may be withheld in City's sole discretion. IOR may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. IOR's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, IOR shall remain liable for all of its obligations under this Contract.

**13. Labor and Material**

IOR shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

**14. Ownership of Work and Documents**

All work produced by IOR is the exclusive property of the City. “Work Product” includes but is not limited to, technical drawings, prints, blueprints, schematics, research, reports, computer programs, manuals, drawings, plans, recordings, photographs, artwork and any data or information in any form. IOR and the City intend that such Work Product shall be deemed “work made for hire” of which the City shall be deemed the author. If for any reason, a Work Product is deemed not to be a “work made for hire,” upon payment for the Services, IOR irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. IOR shall obtain such interests and execute all documents necessary to fully vest such rights in the City. IOR waives all rights relating to Work Product, including any rights arising under 17 USC § 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications.

Notwithstanding the above, all pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights of IOR are and will remain the exclusive property of IOR. IOR hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing intellectual property rights incorporated into the Work Product(s).

**15. Termination for Convenience**

This Contract may be terminated by mutual consent of the parties. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days’ prior written notice of intent to terminate, without waiving any claims or remedies it may have against IOR. Upon termination under this section, IOR shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against IOR. Pursuant to this section, IOR shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by IOR. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless IOR can show good cause beyond its control for the delay.

**16. Termination for Cause**

City may terminate this Contract effective upon delivery of written notice to IOR, or at such later date as may be established by City, under any of the following conditions:

16.1 If City funding is not obtained and continued at levels sufficient to allow for the indicated quantity of services. In addition, this Contract may be modified at the City’s option to accommodate a reduction in funds.

16.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

16.3 If any license or certificate required by law or regulation to be held by IOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

**17. Termination for Default**

Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Unless otherwise set forth in this Contract, before termination is permitted, the party seeking termination shall give the other party written notice via certified mail of the breach, its intent to terminate, and thirty (30) calendar days to cure the breach. If the breach is not cured within thirty 30 days, the party seeking termination may terminate immediately by giving written notice by certified mail that this Contract is terminated. If there is an immediate risk of harm to life or property, the City may terminate this Contract immediately and without regard to the 30-day notice provision. Upon a termination of this Contract by the City for material breach by IOR, IOR shall be paid the Contract price only for Services performed in accordance with the manner of performance as set forth in this Contract.

**18. Remedies**

In the event of termination of this Contract, the parties shall have the following remedies:

18.1 If terminated under Section 17 by City due to a material breach by IOR, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then IOR shall pay to City the amount of the reasonable excess.

18.2 In addition to the above remedies for a material breach by IOR, City also shall be entitled to any other equitable and legal remedies that are available.

18.3 If City breaches this Contract, IOR's remedy shall be limited to termination of this Contract and receipt of Contract payments to which IOR is entitled.

18.4 [RESERVED]

18.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, IOR shall immediately cease all activities related to the services and work under this Contract. As directed by City, IOR shall, upon termination, deliver to City all then existing Work Product that, if the Contract had been completed, would be required to be delivered to City. Any termination of this Contract will result in termination of any issued Task Orders unless the City provides otherwise to IOR.

**19. Nondiscrimination**

During the term of this Contract, IOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, or other legally protected status under state or federal law.

**20. Governing Law; Jurisdiction; Venue**

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and IOR that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. System Integrator of Record, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**21. Compliance with Laws and Regulations**

IOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract. Without limiting the generality of the foregoing, IOR expressly agrees to comply with the following laws, regulations and executive orders to the extent

they are applicable to the IOR: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

City's performance under this Contract is conditioned upon IOR's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. IOR, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. IOR shall adhere to all safety standards and regulations established OSHA or by City for work performed on its premises or under its auspices.

**22. Experience, Capabilities and Resources**

By execution of this Contract, IOR agrees that:

22.1 IOR is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to administer any work within the scope and complexity contemplated by this Contract.

22.2 IOR has the capabilities and resources necessary to perform the obligations of this Contract.

22.3 IOR is familiar with all current laws, rules, and regulations which are applicable to the completion of work which may fall within the scope of this Contract.

**23. Drawings, Specifications and Other Documents**

IOR hereby agrees that it will, in a manner consistent with its standard of care defined in this Agreement, including above in Section 22, complete all work, prepare any drawings, specifications, and other documents pursuant to this Contract so that they are complete and that the project, when completed, shall be a complete and properly functioning facility.

**24. Errors and Omissions**

IOR shall be responsible for correcting any errors in Services provided. IOR shall correct at no additional cost to City any and all such errors in the work provided by IOR or its subconsultants.

**25. Contract Performance**

IOR shall at all times carry on the Services diligently, without delay and punctually fulfill all requirements herein. IOR shall not be liable for delays that are beyond IOR's reasonable control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of IOR's warranties or a default or defect in performance by IOR that has not been cured. IOR agrees that time is of the essence under this Contract.

**26. Access to Records**

IOR shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). IOR agrees to maintain and retain and retain all financial records, supporting

documents, statistical records and all other records pertinent to this Contract during the term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract, or for a minimum of six (6) years after all other pending matters in connection with this Contract are closed, whichever is longer. During the term of this Contract and for not less than six (6) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to IOR's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting consulting contract(s) is involved in litigation, IOR shall retain all pertinent records for not less than six (6) years or until all litigation is resolved, whichever is longer. IOR shall provide full access to these records to City, and its duly authorized representatives in preparation for and during litigation.

**27. General Representations and Warranties**

27.1 IOR represents and warrants to City that:

27.1.1 IOR has the power and authority to enter into and perform this Contract;

27.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of IOR enforceable in accordance with its terms;

27.1.3 IOR shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and

27.1.4 The Services under this Contract shall be performed in accordance with the professional skill, care and highest standards of other professionals performing similar services under similar conditions.

27.2 Products and Services Warranties. IOR represents and warranty to City that:

27.2.1 All deliverables, products, hardware and equipment (collectively "Products") provided by IOR hereunder will materially conform to the acceptance criteria set forth in this Contract, including the Statement of Work and the applicable documentation and specifications;

27.2.2 The Products shall be free and clear of any liens or encumbrances and shall be new and unused (and, if applicable, the current model) and shall carry full manufacturer warranties, and shall be delivered with complete documentation. IOR warrants that all Products delivered to City shall be free from defects in labor, material, manufacture and design, shall be in compliance with the specifications set out in this Contract, and shall be suitable for the operating environment in which they are installed. IOR shall furnish the details of both IOR's and manufacturer's warranties on materials and workmanship.

27.2.3 The Products and Services are free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of software, collect unlawful personally identifiable information on users, or prevent the software from performing as required under the terms and conditions of this Contract. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the Products or Services expressly permitted by the terms and conditions of the license under which it was provided:

27.2.4 When used as authorized by this Contract, no Work Product infringes nor will City's use, duplication or transfer of the Work Product infringe any copyright, patent, trade secret or other proprietary right of any third party; and

27.2.5 The Products will function together as an integrated system in accordance with

the Statement of Work, applicable documentation or Task Order.

27.3 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**28. Performance Metrics and Service Level Guarantees.**

28.1 In its provision of the Products and Services, IOR shall meet the performance metrics and service level guarantees set forth in this Contract. IOR's Service Level Agreement is included as Exhibit A-1 to this Contract.. IOR shall provide, maintain, and upgrade any hardware and related equipment, and software provided by IOR and required for delivery and operation of the Products and Services.

28.2 If IOR fails to meet a performance standard, IOR shall (i) investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the failure, including performing a root cause analysis of the failure; (ii) advise the City, as and to the extent requested by City, of the status of remedial efforts being undertaken with respect to such failure; (iii) minimize the impact of and correct the problem and begin meeting the performance standard; and (iv) take appropriate preventive measures so that the failure does not recur.

28.3 IOR shall pay the damages or issue service credits as agreed to in this Contract if IOR fails to provide the Products or Services as and when required by this Contract or fails to meet the performance metrics and service level guarantees specified in this Contract. This section does not limit the City's rights with respect to the events upon which the City may rely as a basis for termination of this Contract for cause.

**29. Third Party Intellectual Property.**

In the event the Products include third party intellectual property, and unless otherwise agreed, IOR shall ensure that City receives a license to use the Products sufficient to fulfill the business objectives, requirements, and specifications identified in this Contract. City shall have the right to review the proposed license agreement and negotiate terms with the licensor; upon agreement to the terms, City shall be bound by such license agreement. If City and licensor cannot reasonably agree to terms, City, in its sole discretion, may return the Products to IOR (without incurring any termination liability), and IOR shall provide a full refund including any shipping and handling charges.

**30. Delivery Terms; Risk of Loss**.

30.1 IOR shall ship Products freight and insurance prepaid. IOR shall ship the Products no later than the date set forth in the applicable Task Order, or as otherwise agreed by IOR and City.

30.2 IOR shall deliver the Products F.O.B. to the City's designated location.

30.3 IOR accepts the risk, responsibility, and liability for loss or damage to the Products. This risk shall remain with IOR until acceptance of the Products by City in accordance with the acceptance procedures described in Section 5 However, during the period between delivery of the Products to City, and prior to City's acceptance, IOR shall not be responsible for loss or damage that results from City's use of the Products with a product that is not authorized by IOR, City's misuse or unauthorized modification of the Products, improper maintenance of the Products by City, or City's storage or operation of the Products in a physical or operating environment that IOR has advised City is unsuitable for the Products.

30.4 Unless otherwise agreed, all equipment and hardware delivered to the City by IOR will be owned exclusively by the City. Title to the equipment and hardware will pass to the City on the date of City's final acceptance, unless otherwise agreed to by the parties.

## 31. City Obligations

31.1 City shall provide full information in a timely manner regarding requirements for and limitations on the project.

31.2 City shall establish and update, if necessary, overall project budgets.

31.3 City shall furnish the services of consultants when such services are requested by IOR, reasonably required by the scope of a project, and agreed to by City.

31.4 City shall furnish all testing as required by law or the contract documents for the project associated with the assignment or work task, for other than control system, telemetry system or SCADA system testing which is part of the work performed by the IOR.

31.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after IOR has performed requisite project management and oversight duties.

31.6 City shall provide prompt written notice to IOR if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in IOR's design or performance under this Contract.

31.7 City shall pay IOR in accordance with Section 3 and Exhibit A of this Contract, upon receipt of IOR's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed and progress made upon the project to date, on a pro rata basis.

31.8 City shall report the total amount of all payments to IOR, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

31.9 City shall guarantee access to, and make all provisions for IOR to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.

31.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of IOR to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

## 32. Arbitration

32.1 All claims, disputes, and other matters in question between the City and IOR arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Yamhill County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

32.2 A claim by IOR arising out of, or relating to this Contract must be made in writing and delivered to the Public Works Superintendent not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the Public Works Superintendent within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the Public Works Superintendent will be considered by the City Council at its next regularly scheduled meeting. At that

meeting, the City Council will render a written decision approving or denying the claim. If the claim is denied by the City Council, the IOR may file a written request for arbitration with the Public Works Superintendent. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City Council has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and IOR.

32.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the IOR to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

**33. Joinder**

Notwithstanding any contrary language in other documents or agreements related to services provided by IOR pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This section applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

**34. Attorney Fees**

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Contract without initiating litigation, IOR agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

**35. Successors and Assigns; Subcontractors and Assignments**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**36. Limitation of Liability**

The parties agree that the total liability of each party to the other for claims, costs, losses, and damages arising from this Contract shall be limited to $1,000,000 for each incident of a claim, cost, loss or damages. The terms of this mutual liability limitation do not apply to or limit any claim by either City or IOR against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to damage to or destruction of the tangible property of others, (c) intentional, reckless, grossly negligent, or wrongful conduct, or (d) fines, penalties, or other amounts ordered or charged by a state or federal agency against the City as a result of IOR's acts or omissions.

**37. Foreign Contractor**

If IOR is not domiciled in or registered to do business in the state of Oregon, IOR shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. IOR shall demonstrate its legal

capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

**38. Confidentiality**

38.1 City's Confidential Information. Any and all information that the City provides to IOR or its employees or agents in the performance of this Contract that the City designates as confidential (either on the document itself or through related correspondence), as well as all reports and other documents and materials that result from IOR's use of such information and any other Work Product that the City designates as confidential, is deemed to be confidential information of the City ("City Confidential Information"). City Confidential Information does not include information that (1) is or becomes (other than by disclosure by IOR) publicly known; (2) is furnished by the City to others without restrictions similar to those imposed by this Contract; (3) is rightfully in IOR's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (4) is obtained from a source other than the City without the obligation of confidentiality, (5) is disclosed with the written consent of City, or; (6) is independently developed by employees or agents of IOR who can be shown to have had no access to the Confidential Information.

38.2 IOR shall treat as confidential any City Confidential Information that has been made known or available to IOR or that IOR has received, learned, heard or observed; or to which IOR has had access. IOR shall use City Confidential Information exclusively for the City's benefit in the performance of this Contract. Except as may be expressly authorized in writing by the City, in no event shall IOR publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. IOR shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors, and agents of IOR who need to know the City Confidential Information in connection with the Services and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Agreement, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as IOR employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. IOR is expressly restricted from and shall not use the intellectual property rights of the City without the City's prior written consent.

38.3 IOR's confidentiality obligations under this Agreement shall survive termination or expiration of this Contract.

38.4 Public Records Requests. IOR acknowledges that the City is subject to the Oregon Public Records Act and federal law. Third persons may claim that IOR Confidential Information (as defined below) that IOR submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidentially under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by IOR to the City is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which IOR requests and meets an exemption from disclosure consistent with federal or Oregon law, in accordance with the process set forth in Section 38.5 Within the limits and discretion allowed by those laws, the City will make a good faith effort to maintain the confidentiality of information.

38.5 IOR's Confidential Information. During the term of this Contract, IOR may disclose to the City certain IOR confidential information pertaining to IOR's business ("Contractor Confidential Information"). IOR shall be required to mark Contractor Confidential Information CONFIDENTIAL with a restrictive legend or similar marking, together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request under Oregon public records laws. If Contractor Confidential Information is not clearly marked, or the Contractor Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or

by visual presentation, IOR shall identify the Contractor Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Contract itself shall not be considered Contractor Confidential Information. Contractor Confidential Information does not include information that (1) is or becomes (other than by disclosure by the City) publicly known; (2) is furnished by IOR to others without restrictions similar to those imposed by this Contract; (3) is rightfully in the City's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (4) is obtained from a source other than IOR without the obligation of confidentiality, (5) is disclosed with the written consent of IOR, or; (6) is independently developed by employees or agents of the City who can be shown to have had no access to the Contractor Confidential Information. Subject to Section 38.4 the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, elected and appointed officials, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the Services and who have been informed of confidentiality obligations at least as strict as those contained in this Contract, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

**39. Force Majeure**

IOR shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**40. Waivers**

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by IOR of the same or any other provision. City's consent to or approval of any act by IOR requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by IOR, whether or not similar to the act so consented to or approved.

**41. Severability**

Any provisions of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

**42. Headings**

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**43. Integration and Modification**

This Contract, including the attached exhibits referenced above, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

**44. Certificate of Compliance with Oregon Tax Laws**

By executing this Contract, System Integrator (IOR) certifies under penalty of perjury that IOR is, to the best of IOR's knowledge, not in violation of any tax laws of this state or any applicable tax laws of any political subdivision of this state..

**45. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

| CITY: | SYSTEM INTEGRATOR OF RECORD (IOR): |
|---|---|
| CITY OF DAYTON | The Automation Group |
| By:_____ | By:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

**Exhibit A**
**SCOPE OF WORK**

**SERVICES AND RESPONSIBILITY OF SYSTEM INTEGRATOR OF RECORD (IOR)**

Services shall be provided by IOR pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the IOR shall furnish will generally consist of, but not be limited to, the following itemized services:

Services shall generally consist of, but not be limited to, fabrication & installation of control system, telemetry system or SCADA system components, including installation, replacement and/or upgrades, system integration and programming services related to City's public utilities, including but not limited to the water and wastewater facilities and other facilities owned or overseen by the City Such "of record" IOR services may be requested of IOR by City, pursuant to this Contract's terms and conditions for Work, which will govern work authorized by separate Assignments or Task Orders that may include special terms and conditions.

Assignments or Task Orders shall be used to authorize work described above. Said Assignments or Task Orders and amendments thereto shall be agreed to by both parties, with scope of work, delivery schedule, and total compensation to be negotiated at the time the Assignment or Task Order is proposed by either party. Assignments or Task Orders that do not meet these requirements shall not be binding and no further compensation will be allowed for any Assignment or Task Order work performed.

Subject to the requirements of this section, City shall have the right to amend the scope of any Assignment or Task Order to this Contract and to cancel a portion of the work pursuant to an Assignment or Task Order at any time. City shall pay IOR an amount to be agreed upon by the parties for all additional work. City shall pay IOR a reduced amount to be agreed upon by the parties in the event City cancels such work. City shall not be liable for profits lost due to cancelled work.

The selected IOR shall perform the following services as approved by and directed by the City:

- Serve as the City's Integrator of Record.
- Design and integrate updates to the City's existing control, telemetry & SCADA systems.
- Provide technical and/or equipment recommendations or design information, along with associated preliminary cost estimates in order to support the development of City project budgets.
- Troubleshoot issues with City facilities and make recommendations for improvements.
- Provide equipment & installation service for upgrade or replacement of existing control & telemetry systems as directed by the City.
- Perform ongoing routine maintenance and repairs on the control system and instrumentation and affected components.
- Perform radio propagation studies.
- Provide emergency support services.
- In addition to the general and recurring activities listed above, there may be ad hoc duties including verbal communications with the City staff or elected officials as part of prudent administration of the City's infrastructure systems.
- Subconsultants may be used, subject to written approval by the City on design of projects where supplemental expertise is desired.

**EXHIBIT A-1**
**SERVICE LEVEL AGREEMENT**

# Integrator of Record

## Scope of Services

This section includes a list of services that the selected Integrator of Record may be asked to provide.

- Serve as the City's Integrator of Record.
- Design and integrate updates to the City's existing SCADA system.
- Provide equipment or technical recommendations and associated preliminary price estimates to support the development of City project budgets.
- Troubleshoot issues with City facilities and make recommendations for improvements.
- Perform ongoing routine maintenance and repairs on the control system and instrumentation and affected components.
- Provide emergency support services.
- Work with architects, engineers and contractors as needed concerning public improvements.
- Serve as the City's representative as requested during the instrument/component selection, design review, plan approval, construction management, and project closeout phases of any capital project, development or planning project prepared by others and submitted to the City for approval. Provide written recommendations from a control systems and instrumentation perspective when requested.
- In addition to the general and recurring activities listed above, there may be additional duties including verbal communications with the Mayor, City Council, or other City staff in elements of prudent administration of the City's infrastructure systems.
- Subconsultants may be used, subject to written approval by the City on design projects where supplemental expertise is desired.

Services provided by the City's Integrator of Record are expected to primarily support the City's water and wastewater systems.

The City may choose to have its Integrator of Record complete control and integration system improvements identified through the facility planning process in the future.

The Integrator of Record reports directly to the City Manager. The work will include site visits, telephone conferences and email. Inquiries from the general public and/or press are outside the purview of the Integrator of Record. Any and

all inquiries for the Integrator's time shall be channeled through the City Manager, who must authorize such request prior to the Integrator taking any action.

**THE AUTOMATION GROUP**

Signature: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

**CITY OF DAYTON**

Signature: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

**Exhibit B**

**PUBLIC CONTRACTING CODE REQUIREMENTS**

System Integrator of Record ("Contractor") shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Exhibit shall be interpreted in accordance with the solicitation or contract document and the relevant statutory provision. Subcontractor shall be read to mean subcontractor or subconsultant.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).

2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

3. Pursuant to ORS 279B.225, every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

4. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

5. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

    i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

    ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the

work week is four consecutive days, Monday through Friday; and

iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this contract, either at the time of hire or before commencement of Work or Services under the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

7. Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

8. Oregon Tax Law Compliance: Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this contract, represents and warrants that it has faithfully complied with, and will continue to comply with during the term of this contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the contract and seek damages and other relief available under the terms of the contract or under applicable law.

9. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this contract.

**Exhibit C**

**Exhibit C – Request for Proposal**

# REQUEST FOR PROPOSAL
# FOR
# SYSTEM INTEGRATOR OF RECORD (IOR)

## CITY OF DAYTON, OREGON

PROPOSAL SUBMITTAL DEADLINE:
February 19, 2026 2:00 PM

WESTECH ENGINEERING, INC.
3841 Fairview Industrial Drive SE, Suite 100
Salem, Oregon 97302
(503) 585-2474

**REQUEST FOR PROPOSAL**
**SYSTEM INTEGRATOR OF RECORD**
**CITY OF DAYTON, OREGON**

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## APPENDICES


APPENDIX A.1 – System Integrator Master Procurement and Installation Contract

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APPENDIX C – Proposer's Response Form

APPENDIX D – Invitation to Propose

APPENDIX E – Subcontractor Disclosure Form

## 1. PURPOSE OF RFP AND PROJECT BACKGROUND:

The City of Dayton (City) is requesting proposals from consultants to (1) procure and install control & telemetry systems for existing City infrastructure, (2) procure control and telemetry systems in connection with future contemplated City infrastructure projects that involve a separate design and construction scope, and (3) provide ongoing system maintenance and minor repair work (Project), collectively, to serve as the City's System Integrator of Record (Consultant). Control and telemetry system components must be procured from Rockwell Automation, and the selected Consultant must be a Rockwell Certified Systems Integrator. This Request for Proposals (RFP) is intended to provide interested parties with sufficient information to prepare and submit proposals for consideration by the City. The City intends to enter into (the two contracts attached to this RFP as Appendices A.1 and A.2) with the selected Consultant under the terms and conditions outlined in this RFP. The City is seeking a Consultant who will be selected and awarded a contract based upon the criteria listed in Section 13 of this RFP. To clarify, there will be no design scope that would be required to be completed by a licensed engineer for this Project.

The City of Dayton serves a population of approximately 2,665 people and provides drinking water, sanitary sewer, and other public utility services to its user base. The City owns and operates a number of water supply wells and associated booster pumps, municipal springs, a municipal PRV station, a municipal water treatment plant (WTP) and three potable water storage reservoirs, as well as associated ancillary systems and appurtenances. The City also owns and operates four sewer pump stations and a wastewater treatment plant, as well as associated ancillary systems and appurtenances. The City owns and operates supervisory control and data acquisition (SCADA) systems connected to many of these utilities.

Partial upgrades to the City's SCADA system were completed over the past several years in order to replace and upgrade certain obsolete components and expand the SCADA system's capabilities and resiliency, as well as additional upgrades and improvements to various water & sewer system components which are currently under construction or in the planning stages. The selected Consultant will perform services to complete the desired upgrades and improvements to the existing SCADA system, and will also provide electrical and control system installation and integration support for current projects under construction and in the planning stages. Further, the selected consultant will provide similar support for future projects, as described in greater detail in Appendix B. Finally, the consultant will provide ongoing repairs and maintenance services for the City's SCADA system.

## 2. DEFINITIONS:

Unless otherwise stated or the context otherwise implies, words, terms, and phrases used in this Request for Proposal shall have the meaning ascribed to them in the engineering and environmental services profession.

As used in this RFP:

"Addendum" means any document issued by the City to modify the terms and conditions of this RFP document.

"Consultant" means a respondent selected by the City through this RFP who enters into a Master Services Contract and Master Procurement and Installation Contract with the City to provide services included under this RFP.

"City" means City of Dayton, Oregon

"EOR" means the Engineer of Record (i.e. contract City Engineer), Westech Engineering Inc, of the City of Dayton.

"Master Procurement and Installation Contract" means the written contract between the City and a Consultant that will establish the general requirements for Work Assignments (see Appendix A.1).

"Master Services Contract" means the written professional services contract between the City and a Consultant that will establish the general requirements for maintenance work (see Appendix A.2).

"Proposal" means a written proposal and statement of qualifications submitted by a respondent in response to this RFP.

"Proposer" or "Respondent" means any person or entity that submits a written proposal and statement of qualifications in response to this RFP.

"Proposer's Response Form" means the form attached to this RFP as Appendix C.

"RFP" or "Request for Proposals" means this document, all attached appendices, other documents incorporated by reference in this document, and addenda to this RFP.

"Services" means all labor, equipment, materials, opinions, reports, and other planning, consulting, construction, installation or other services which are authorized by the City.

"Shall": The term is considered a mandatory obligation, and synonymous with the phrase "has a duty to" when referring to a capable actor, and with the word "must" when referring to a requirement regarding an inanimate object or a status.

"Work Assignment" means a discrete written agreement or task order between the City and the Consultant pursuant to which the Consultant agrees to perform specific defined Services.

When not inconsistent with the context, words in the plural number include the singular and words in the singular include the plural. However, references to "the Consultant" do imply that there is only one Consultant providing the same or similar services provided for under this RFP. It is the City's intent to award a Master Services Contract to one Consultant under this RFP.

## 3. SCOPE OF SERVICES:

3.1 The Consultant will be expected to provide services similar to those described in Appendix B. The City intends to enter into a Master Services Contract and Master Procurement and Installation Contract in substantially the same forms as the sample contracts in Appendix A. As specific work tasks are defined, the City will solicit a scope of work and cost proposal from the Consultant and issue a task order for the work under the terms of the Master Procurement and Installation Contract. Maintenance and minor repair work will be provided without task order, on an as-needed basis.

3.2 The Consultant shall perform the Services to the City as an independent contractor in accordance with the highest professional standards prevalent in Consultant's industry. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all Services that it performs.

3.3 The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the Services that are caused by Consultant's acts or omissions.

**4. INFORMATION CONCERNING RFP:**

4.1 The EOR is the sole point of contact in the City for this selection action. All correspondence pertaining to this RFP shall be directed to the EOR at:

Westech Engineering, Inc.
Attention: Denny Muchmore, P.E.
3841 Fairview Industrial Dr. SE, Suite 100
Salem, OR 97302

Telephone: (503) 585-2474
Email: dmuchmore@westech-eng.com

4.2 Respondents are cautioned not to make any assumptions as to the implied meaning or intent of any part of this RFP. Respondents shall request clarification if needed. Every request for information on, or clarification of, this RFP must be submitted to the EOR in writing by February 13, 2026 at 10:00am.

4.3 Respondents submit proposals solely at their own expense and the City is not responsible for any of Respondents' expenses associated with responses to this RFP.

4.4 Any prospective respondent may protest the provisions of this RFP or any aspect of the procurement process by filing a written protest to the RFP by February 10, 2026 at 5:00pm, or may protest a notice of intent to award by filing a written protest to the notice of intent to award (NITA) within 7 days of the City's issuance of the NITA . Failure to file a protest will be deemed a waiver of any claim by a respondent that the RFP or procurement procedure violates any provision of ORS Chapter 279A, 279B, 279C, or the City's Public Contracting Rules.

## 5. SCHEDULE OF EVENTS:

5.1 The following schedule of events shall be followed for this RFP:

REQUEST FOR PROPOSAL ADVERTISED..... January 9, 2026

LAST DATE FOR SOLICITATION PROTEST .....February 10, 2026

LAST DATE FOR SOLICITATION QUESTIONS .....February 13, 2026

PROPOSAL SUBMITTAL DEADLINE .....February 19, 2026 at 2:00 pm.

NOTIFICATION OF INTENT TO INTERVIEW PROPOSERS ..... March 5, 2026

INTERVIEWS OF PROPOSERS (IF REQUESTED) ..... March 19, 2026

EXPECTED DATE FOR NOTICE OF INTENT TO AWARD ..... March 30, 2026

END OF CONTRACT AWARD PROTEST PERIOD.....April 6, 2026

EXPECTED DATE FOR CITY COUNCIL AWARD .....April 20, 2026

5.2 The schedule of events in Subsection 5.1 is intended to allow prospective respondents sufficient time to submit requests for information and for the preparation of Proposals.

**MANDATORY PRE-SUBMISSION MEETING:** All prospective proposers are required to attend a mandatory pre-submission meeting and site visit prior to submission of proposals in order to become acquainted with the City facilities and project specifics.

The mandatory pre-submission site visit will be held beginning at the Water Treatment Plant located at 1209 Ferry St., Dayton Oregon 97114 on January 22, 2026 at 2:00 pm local time. Submissions will not be accepted without proof of attendance at this pre-submittal meeting and sit visit. For questions regarding the pre-submission meeting, please contact the City EOR.

## 6. ADDENDA TO THE REQUEST FOR PROPOSALS

The provisions of this RFP cannot be modified by oral interpretations or statements. If inquiries or comments by respondents raise issues that require clarification by the City or the City decides to revise any part of this RFP, addenda will be provided to all persons who receive the RFP from the EOR. Receipt of all Addenda must be acknowledged by completing the addenda acknowledgment paragraph of the Proposer's Response Form and submitting the completed and signed form with the Proposal.

## 7. FORMAT OF PROPOSALS:

7.1 Proposals shall be submitted in the format described in this section and include the content specified in Section 8.

7.2 In order to be considered for selection, a respondent must submit a complete, succinct response to this RFP. The proposal shall be prepared simply and economically, providing a concise description of the respondent's capabilities to provide services. The City will not reimburse respondents for any costs incurred in the preparation and presentation of their proposals.

7.3 The proposal shall be typed. The proposal shall be organized in accordance with the list of contents specified in Section 8. The proposal shall not exceed the page limits listed in Section 8, *excluding* both the Cover Sheet and the Proposer's Response Form. If a respondent submits a proposal exceeding this limit, the City will consider the pages up to that allowable number and discard all subsequent pages. One (1) page is defined as: one (1) side of a single 8-1/2" x 11" page, with 12-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, resumes, etc., will be counted as one (1) page. Respondents may use their discretion for the font size of the other materials (e.g. graphics, charts).

7.4 The proposal shall be signed in ink by a person who is authorized to represent the respondent.

7.5 A proposal from a partnership shall be signed by at least one partner authorized to sign on behalf of the partnership.

7.6 A proposal from a corporation shall be signed by the President, the Chief Executive Officer, or other person authorized to act on behalf of the corporation, and shall include evidence of the corporate officer's authority to sign. The State of Incorporation shall also be identified.

7.7 By submitting a proposal, a respondent acknowledges that:

7.7.1 The respondent has read and understands this RFP; and

7.7.2 The respondent is familiar with the conditions that will affect the respondent's performance, if the respondent is selected by the City.

## 8. CONTENT OF PROPOSALS:

8.1 Content of proposals shall include information and be organized as described below. Respondents shall respond to each category.

8.2 Proposals shall include a cover sheet with the following items. 1 page limit.

8.2.1 Respondent's name, address, email address, and telephone number;

8.2.2 Name and contact information of primary contact person;

8.2.3 Signature, printed name, and title of respondent's authorized representative;

8.2.4 A statement indicating acceptance of the City's proposed Master Services Contract provisions or suggestions of reasonable alternatives that do not

substantially impair the City's rights under the contract in accordance with Section 9 of the RFP;

8.2.5 Date of signature.

8.3 Minimum Requirements of Proposers: It is a requirement that Proposers possess the following minimum certifications, licensing and facilities. Proposers shall furnish documentation to validate that the following minimum qualifications are met. Such documentation demonstrating compliance with these requirements is not included in the page number limit, but shall be provided in a separate section, appropriately labeled, at the end of the proposal.

8.3.1 Proposers shall be officially recognized as a Rockwell Certified System Integrator. Proposers shall furnish documentation from Rockwell to validate this status;

8.3.2 Proposers shall own and operate a UL508A Listed Panel Shop. Proposers shall furnish documentation to validate this status;

8.3.3 Proposers shall be licensed by the Oregon Construction Contractors Board (CCB) as a licensed Contractor in good standing;

8.3.4 Proposers shall have licensed electricians on staff, including both low voltage and high voltage (up to 480v 3 phase power) electricians.

8.4 Firm Description: 5 page limit. A description of the Proposer's company, documentation of insurance, and a description of the proposer's resources, including a summary of staff, equipment, and facilities.

8.5 Qualifications, Resources, and Experience. 10 page limit. This section shall describe the Proposer's specific qualifications and experience with control system and integration work similar to the work anticipated by the City.

8.6 Project Team. 10 page limit. This section shall describe the experience of key personnel on the proposed project team. Certifications of key staff shall be listed. This section shall include complete contact information for the project manager that will be assigned to this project, including a resume of his or her experience. The individual's education, training, certifications, and experience shall be identified. Indicate whether experience is with the Proposer or with a former employer.

8.7 References: 1 page limit. Contact information for a minimum of three municipal references for which the proposer has provided services similar to those anticipated by the City. These references listed must be familiar with the proposed project team members.

8.8 Hourly Rates: 2 page limit. Provide hourly rates billing rates for all staff and crew time, as well as reimbursables.

8.9 Additional Information. 5 page limit. Any additional information respondents feel is relevant to assess the capabilities and qualifications of their company to successfully complete the Scope of Work.

8.10 Proposers must submit the Proposer's Response Form attached to this RFP as Appendix C.

## 9. CONTRACT:

9.1 The Consultant selected by the City will be requested to enter into two contracts in the forms attached to this RFP as Appendix A. The contract provisions proposed by the City are intended to assign the relative rights and responsibilities of the parties in a manner that will promote quality in the Services.

9.2 The selected Consultant shall provide Certificates of Insurance in an amount not less than those listed in the contracts.

9.3 The proposal shall either indicate acceptance of the City's proposed contracts provisions or suggest reasonable alternatives that do not substantially impair the City's rights under the contracts. Unconditional refusal to accept the contracts provisions proposed by the City without offering acceptable alternatives may result in the disqualification of the respondent or result in a less favorable evaluation of its proposal.

9.4 Following the selection of the successful Consultant, the City may agree to negotiate limited changes to the provisions of the sample contracts. However, the City is not required to make any changes. Prospective Consultants are cautioned that the City believes modifications to the standard provisions constitute increased risk and increased cost to the City. The City reserves the right to negotiate final contracts that are in the best interest of the City.

If inclusion of any of the City's proposed contracts provisions will result in higher cost for the Services, such contracts provisions and associated costs shall be specifically identified in the proposal.

9.5 The anticipated initial term of the contracts will be five (5) years with the City's option to extend the term for two additional 5-year periods.

9.6 The awarded contracts are for public works projects subject to state prevailing rates of wage under ORS 279C.800 to 279C.870 and, dependent on federal funding, the federal prevailing rates of wage under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), or both. The City will not receive or consider a proposal unless the proposal contains a statement by the proposer that the proposer will comply with ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 et seq.

## 10. WORK ASSIGNMENTS:

10.1 Before performing any work for which the Consultant will seek compensation under the System Integrator Master Services Contract, the selected Consultant shall prepare a detailed scope of work, budget of costs, and project schedule for a specific work task solicited by the City. The scope of work shall include all tasks and deliverables

necessary to complete the work scope requested by the City. The budget of costs shall assign task numbers to each task outlined in the scope of work and show the budgeted number of hours, team member assignments, and hourly rate for each task. The City will then issue a work assignment or task order under the provisions of the System Integrator Master Services Contract.

10.2 The selected Consultant shall not begin work on any work assignment or task until the City has issued a Notice to Proceed or Task Order for that work assignment or task.

## 11. SUBMISSION OF PROPOSALS:

11.1 Proposals shall be delivered to office of the EOR before **2:00 PM on February 19, 2026**. Proposals received after the specified time and date will not be considered. Proposers must also submit a subcontractor disclosure form for the installation scope no later than two hours after the RFP closes.

All proposals shall be signed and dated in ink and submitted in a sealed envelope labeled with the name of the proposal (City of Dayton, System Integrator of Record) and the name of the proposer. The color scanned copy of the proposal shall also be submitted digitally on a USB flash drive included in the envelope (ie. as a single PDF file containing all pages in the proposal and all attachments). Emailed or faxed submittals will not be accepted or considered.

The City is not responsible for mail delivery delays. Respondents are encouraged to submit mailed proposals well prior to the deadline and to confirm receipt of the proposal by telephone.

11.2 Respondents shall submit their proposal to the EOR at the address shown below.

Denny Muchmore, P.E.
Westech Engineering, Inc.
3841 Fairview Industrial Drive SE
Salem, OR 97302

11.3 Each respondent's proposal shall be irrevocable for one hundred and twenty (120) days from the submission deadline or until the City specifically rejects the proposal or executes a contract with another respondent, whichever occurs first.

11.4 The City reserves the right to hold the proposals (rather than opening them immediately after the submittal deadline) so that the proposals can be opened and evaluated by City staff, at a time determined by the City.

11.5 There will be no public opening of proposals. Proposals received will not be available for inspection after the evaluation process has been completed and the notice of intent to award has been issued. However, the City will record and make available the identity of all proposers after opening of proposals.

## 12. WITHDRAWAL OF PROPOSALS:

Any proposal may be withdrawn by delivering a written request to the EOR at any time prior to the date of closing. The request shall be executed by a duly authorized representative of the respondent. Proposals withdrawn early may be resubmitted prior to the deadline.

## 13. EVALUATION OF PROPOSALS:

13.1 Proposals will be scored and evaluated by City staff. Scoring and evaluation will focus on the qualifications and response provided in the proposal.

13.2 The City may interview one or more ranked respondent(s), but the City is not required to interview any or all respondents.

13.3 Proposals that do not contain all information required by this RFP or are otherwise non-responsive, may be rejected, or given a lower rating in the evaluation process. The City may waive minor informalities in a proposal.

13.4 The City may request supplemental information from a respondent concerning the respondent's ability to perform services. If a respondent fails to provide supplemental information promptly after receiving a written request from the City, the City may refuse to consider the Respondent's proposal.

13.5 In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City shall have exclusive discretion to determine the intent, purpose, and meaning of any provision in this RFP.

13.6 City staff will apply the following criteria in making a recommendation to the City Manager for the award of the contracts. The criteria are listed with the range of points that respondents can score in each category.

| | | |
|---|---|---|
| A. | Favorable references and proven track record for control system, integration & programming services. | (0-10 pts) |
| B. | Product & service quality and expected performance | (0-30 pts) |
| C. | Quality and completeness of proposal | (0-10 pts) |
| D. | Service capabilities and support after facility commissioning, considering location of service representatives, track record for other municipalities in western Oregon. | (0-20 pts) |
| E. | Cost (Hourly Rates) | (0-20 pts) |
| F. | Interviews (if held) | (0-10 pts) |

## 14. SELECTION:

14.1 The City reserves the right to modify or incorporate additional steps in the evaluation process in the best interest of having a thorough and comprehensive body of

information in order to make a recommendation on final approval to the City Council.

14.2 The City may award the contracts to and negotiate the contracts with the most qualified, responsive, responsible respondent, as determined in the sole discretion of the City. The highest ranked proposal based upon the evaluation criteria described in Section 13 may be identified as the finalist.

14.3 The City will determine if the apparent successful respondent is responsible prior to award and execution of the contract. All respondents must sign and submit the Responsibility Determination Form set forth in Appendix C-1.

14.4 If the City and the selected respondent are unable for any reason to negotiate a contract, the City will, either orally or in writing, formally terminate negotiations with the selected respondent. The City may then negotiate with the next most qualified respondent. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

14.5 All respondents not selected will be notified of the City's decision by issuance of a Notice of Intent to Award, which will be sent to all respondents who submitted a timely and responsive proposal. After the City selects a Consultant to perform the services and issues a Notice of Intent to Award, any proposer may review the evaluation documentation at the office of the EOR. If there are disagreements with the outcome of the selection process, the proposer must submit any protest in writing to the EOR within seven (7) days after the issuance of the Notice of Intent to Award. A written response will be issued by the City for any protest from a proposer, prior to execution of the contract with the selected proposer.

14.6 The Services and responsibilities set forth in this RFP, together with any other documents required herein, shall be included in the contracts executed by the successful Proposer, as indicated in the Contract forms attached as Appendix A. Any open terms in the attached contracts will be completed based on City negotiation and the Respondent's proposal. Subject to Section 9.3 of this RFP, submittal of a proposal indicates a Proposer's intent to execute the attached contracts and to be bound thereby.

14.7 Rights Reserved – The City reserves the right to:

14.7.1 Reject any proposal not in compliance with all provisions of the RFP, all prescribed public contracting procedures and requirements and other applicable laws.

14.7.2 Reject for good cause any or all proposals upon the City finding that it is in the public interest to do so.

14.7.3 Reject any proposal or proposals not meeting or differing from the requirements set forth herein.

14.7.4 Waive any and all minor irregularities or informality in the proposal submitted when, in the opinion of the City, it is in its best interest to do so.

14.7.5 Consider the competency and responsibility of proposers in making any decisions to select a proposer and/or execute a contract.

14.7.6 Reject a selected proposer if within a reasonable time, determined solely at the discretion of the City, the proposer has not executed a contract with the City.

14.7.7 Hold the three proposals determined best by the City under consideration until the final award is made, provided that the City shall award the contract within 120 days after the proposal opening date.

14.7.8 Extend the deadline for submitting proposals.

14.7.9 Seek other proposals, if deemed in the public interest.

14.7.10 Cancel the RFP when the cancellation is in the best interest of the City as determined by the City, or to reject any proposal not in compliance with all prescribed public procurement procedures and requirements, or, for good cause, reject all proposals upon a finding of the City that it is in the public interest to do so. If the City cancels this procurement after proposals have been submitted, the proposals will be returned, but the City will keep a list of the proposals received.

14.8 All information submitted by a proposer shall become and remain the property of the City and is considered public information and subject to disclosure pursuant to the Oregon Public Records Law, except such portions of the proposal, as identified by the proposer, which are exempt from disclosure consistent with Oregon law. If a proposal contains any information that the proposer believes is exempt from disclosure under the various grounds specified in the Oregon Public Records Law, the proposer must clearly designate each such portion of its proposal as exempt at the time of proposal submission, along with a justification and citation to the legal authority relied upon. Identifying the proposal, in whole, as exempt from disclosure is not acceptable. Failure to identify specific portions of the proposal as exempt shall be deemed a waiver of any future claim of that information as exempt.

The City will make available to any person requesting information, through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any proposer to do so. City may also, in its sole discretion, elect to publish all such information at any time, regardless of whether or not a public records request has been received. However, if a public records request is made for material marked by the proposer as exempt, the City will attempt to notify the impacted proposer prior to any release of the material. Application of the Oregon Public Records Law by the City will determine whether any information is actually exempt from disclosure. The City accepts no liability for the release of any information submitted

14.9 Selection of a successful proposer under this RFP is not a guarantee of a contract award, nor is the award of a contract for any portion of the work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Dayton. All legal rights and obligations between the successful proposer, if any, and the City will come into existence only when a contract is fully executed by the parties, and the legal rights and obligations of each party shall at that time

be only those rights and obligations which are set forth in the contract and any other documents specifically referred to in that contract and executed by the parties.

**15. MISCELLANEOUS:**

15.1 RFP documents may be examined at Dayton City Hall, 416 Ferry Street, Dayton, Oregon 97114 during normal business hours, Monday through Thursday, 8:00 am to 5:30 pm. City offices are closed 12:00 pm to 12:30 pm for lunch.

15.2 Eacher proposer to this RFP must identify in their proposal whether they are a “resident Bidder,” as defined in ORS 279A.120.

15.3 Each proposer to this RFP must identify in their proposal whether they are certified as a disadvantaged business enterprise (DBE), minority-owned, woman-owned, veteran-owned, or emerging small business under ORS 200.055, and must maintain such certification for the term of any contract awarded based on that status.

15.4 This is a public works contract subject to ORS 279C.800 to 279C.870.

# APPENDIX B

## SYSTEM OVERVIEW FOR SYSTEM INTEGRATOR OF RECORD RFP

### Background Information

The City of Dayton intends to upgrade and expand the existing City facilities, including but not limited to the Supervisory Control and Data Acquisition (SCADA) System, as well as the local control systems & telemetry systems at existing & future water and wastewater facilities, the existing & future City Hall/Library/Community Center campus facilities, etc. The City of Dayton intends to select an experienced and qualified System Integrator of Record (IOR) to provide such services. The IOR will collaborate with both the City and the City's various consultant(s) to develop the best solutions for the control system and SCADA system improvements and expansion.

The City's control, telemetry & SCADA system consists of a main SCADA system at the Water Treatment Plant (Main site) and various remote sites (water & sewer pump stations, reservoirs/tanks, wells & associated improvements, municipal springs and associated improvements, pressure reducing valve, City buildings, etc.). The Water Treatment Plant has the Main PLC, SCADA server and HMI. Remote sites which are telemetry enabled typically contain a PLC, telemetry system, radio or cellular modem and antenna, etc. The primary SCADA software is Rockwell Automation FactoryTalk version 14 and was installed approximately 2 years ago. Allen Bradley Control Logix Programmable Logic Controllers (PLCs) are the standard PLC currently utilized by the Water Treatment Plant Main SCADA. There also is an Allen Bradley MicroLogix 1400 which handles the radio polling on both the serial side (Modbus RTU) and ethernet side. There is again another Allen Bradley MicroLogix 1400 that controls the chlorine generation unit. Also, the remote sites which have been upgraded use Allen Bradley MicroLogix 1400s (TP1 and Breyman), although there are some older legacy control systems which have not yet been upgraded use Schneider Modicon PLCs (this is Well1, 2, 3, 4, 5, Springs Reservoir, McDougal Wells, and the PRV site. Well 2 and Well 5 use a different flavor of PLC but it is still the same programming software.). Serial MDS 4710 radio modems and Yagi antennas with an OMNI Antenna at the WTP are utilized as the current telemetry standard. For the upgraded sites Sierra Wireless Cellular modems are used for communication back to the WTP. A landline auto dialer is communicating to the Main SCADA Server for Alarms & Events and utilized for alarm notification to the City's operators via voice message.

The following table is a general summary existing sites only, but may not be entirely complete and is not intended to reflect all existing conditions or all existing equipment which is controlled/monitored at each site, and does not include all future anticipated sites, systems or equipment.

| Site | Equipment/Systems Directly Controlled/Monitored by Local Control System at the Site | Control, Telemetry & SCADA Equipment |
|---|---|---|
| **Water Treatment Plant (WTP)** | 1. WTP Pressure Filters & ancillary systems.<br>2. Chlorination system & chlorine level monitoring.<br>3. Reservoir water level monitoring<br>4. Emergency Power Generator.<br>5. Water storage reservoir at WTP site.<br>6. Dayton Service Pumps, VFD speed control.<br>7. Dayton Fire Pump.<br>8. Dayton Discharge flow meter.<br>9. Call for water from various wells.<br>10. Lafayette Transfer Pumps, VFD speed control.<br>11. Lafayette Discharge flow meter. | A. WTP System PLC<br>B. SCADA Server (monitors all local and remote systems with telemetry capabilities)<br>C. Primary SCADA HMI (Human Machine Interface)<br>D. Various antennae & various modems (telemetry system communications) |
| **Water, Wellfield Wells 1-5** | 1. Well Pump controls (VFD speed control) & associated downhole level transducer<br>2. Well discharge flow meter<br>3. Methane Stripper<br>4. Booster Pump after methane stripper | A. Local Control Panel<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & radio modems |
| **Water, Watershed Reservoirs** | 1. Reservoir water level monitoring | A. Local Control Panel<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem |
| **Water, Watershed Springs Chlorination Building** | 1. Chlorination system & chlorine level monitoring.<br>2. Flow meter.<br>3. Turbidimeter. | A. Local Control Panel<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem |
| **Water, Watershed McDougall Well 1 & Well 2** | 1. Well Pump controls<br>2. Manual Well discharge flow meter | A. Local Control Panel<br>B. No current telemetry link or SCADA connection. |

| Site | Equipment/Systems Directly Controlled/Monitored by Local Control System at the Site | Control, Telemetry & SCADA Equipment |
|---|---|---|
| **Water, PRV Watershed Station** | 1. PRV operational position & status.<br>2. Flow meter.<br>3. Pressure relief valve. | A. Local Control Panel<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & radio modem |
| **Water, Fisher Farms Wells 1-4** *(future, planning stage)* | 1. Well Pump controls (VFD speed control) & associated downhole level transducer<br>2. Well discharge flow meter<br>3. Methane Stripper<br>4. Booster Pump after methane stripper | A. Local Control Panel(s)<br>B. Telemetry/SCADA system PLC.<br>D. Antennae & radio modem(s) |
| **Sewer, WWTP** | 1. Chlorination system.<br>2. Dechlorination system & chlorine level monitoring.<br>3. Discharge flow meter.<br>4. Lagoon 2 aerators. | A. Local Control Panel.<br>B. No current telemetry link or SCADA connection. |
| **Sewer, Main Pump Station (MPS)** | 1. Sewage pumps (duplex low flow pumps, duplex high flow pumps), VFD speed control<br>2. Wetwell water level monitoring<br>3. Emergency Power Generator.<br>4. High level alarm system.<br>5. MPS discharge flow meter. | A. Local Control Panel.<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem. |
| **Sewer, Remote Overflow, Main Pump Station** | 1. Wireless level measurement (ultrasonic & transducer), overflow alarm system | A. Antennae & cellular modem. |
| **Sewer, 9th Street Pump Station** | 1. Sewage pumps (duplex pumps)<br>2. Wetwell water level monitoring<br>3. Emergency Power Generator.<br>4. High level alarm system.<br>5. Overflow alarm system. | A. Local Control Panel.<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem. |

| Site | Equipment/Systems Directly Controlled/Monitored by Local Control System at the Site | Control, Telemetry & SCADA Equipment |
|---|---|---|
| **Sewer, Palmer Creek Pump Station** | 1. Sewage pumps (duplex pumps)<br>2. Wetwell water level monitoring<br>3. Emergency Power Generator.<br>4. High level alarm system.<br>5. Overflow alarm system. | A. Local Control Panel.<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem. |
| **Sewer, Hwy 221 Pump Station** | 1. Sewage pumps (duplex pumps), VFD speed control<br>2. Wetwell water level monitoring<br>3. Emergency Power Generator.<br>4. High level alarm system.<br>5. Overflow alarm system. | A. Local Control Panel.<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem. |
| **Sewer, Ash Road Pump Station** *(future, planning stage)* | 1. Sewage pumps (triplex pumps anticipated), VFD speed control<br>2. Wetwell water level monitoring<br>3. Emergency Power Generator.<br>4. High level alarm system.<br>5. Overflow alarm system. | A. Local Control Panel.<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem. |
| **City Hall, Public Works Office & Community Center Campus** | 1. Alarms, etc. | A. To be determined. |

# APPENDIX D

## INVITATION TO PROPOSE

The City of Dayton, Oregon ("City") requests proposals from qualified consultants to serve as the City's System Integrator of Record for its control and telemetry (SCADA) systems. The selected consultant will (1) procure and install control and telemetry systems for existing City infrastructure, (2) procure such systems in connection with future City infrastructure projects, and (3) provide ongoing system maintenance and minor repair services.

Control and telemetry components must be procured from Rockwell Automation, and the selected consultant must be a Rockwell Certified Systems Integrator. The City intends to enter into a Master Services Contract and a Master Procurement and Installation Contract with the selected consultant. The anticipated initial term of the contracts will be five years with the option to extend for two additional 5-year periods.

A mandatory pre-submission meeting and site visit will be held at 2:00 p.m. on January 22, 2026, beginning at the Dayton Water Treatment Plant, 1209 Ferry Street, Dayton, OR 97114. Attendance is required to submit a proposal.

Proposals must be received by 2:00 pm on February 19, 2026 addressed to Westech Engineering, Inc., Attention: Denny Muchmore, P.E., 3841 Fairview Industrial Drive, SE, Salem, OR 97302, in a sealed envelope clearly marked "City of Dayton, System Integrator of Record," along with the name of the proposer.

Copies of the full RFP, including appendices with the sample contracts and proposer's response form, may be obtained from Westech Engineering, Inc., Attention: Denny Muchmore, P.E., 3841 Fairview Industrial Dr. SE, Suite 100, Salem, OR 97302, (503) 585-2474, dmuchmore@westech-eng.com.

Requests for clarification must be submitted in writing no later than February 13, 2026, at 10:00 a.m. Protests to the solicitation must be filed no later than February 10, 2026, at 5:00 p.m.

The City reserves the right to reject any or all proposals or to waive irregularities.

**Exhibit D**

**Exhibit D – System Integrator of Record's Proposal**

February 10, 2026

# RFP Response from

The Automation Group
DELTA Operations • Pacific Water Analytics

4678 Isabelle Street
Eugene, OR 97402
P. 541.359.3755
F. 541.982-2266

## City of Dayton

Request for Proposal for

## System Integrator of Record (IOR)

Attention: Denny Muchmore, P.E.
Westech Engineering, Inc.
3841 Fairview Industrial Dr. SE, Suite100
Salem, OR 97302
dmuchmore@westech-eng.com
FEIN # 20-5766904

February 10, 2026

The Automation Group
DELTA Operations • Pacific Water Analytics

**RE: "City of Dayton - Request for Proposal for System Integrator of Record (IOR)"**

Primary Contact: Gary Jenks
Address: 4678 Isabelle St, Eugene OR 97402
Phone: 541-912-3766
Email: gjenks@tag-inc.us
Addendums Received: None

The Automation Group (TAG) is a trusted products and services company with more than 30 years of experience providing industrial automation, control systems, and instrumentation solutions in the Water and Wastewater industry. Our main office is located in Eugene, Oregon, with additional offices in Coos Bay, Salem, Portland, Hermiston and satellite presents in Maui. TAG proudly supports clients throughout the Pacific Northwest with a team of 43 highly skilled Professionals and Technicians.

TAG is in good legal standing with the State of Oregon, meets all minimum qualification requirements of the RFP listed in section 8.3, and can perform the full range of work outlined in Exhibit A - Scope of Work. If selected by the City, The Automation Group agrees to negotiate Contract Terms and Conditions.

Our Capabilities include a fully equipped in-house UL508A / UL698A / NNNY- certified panel shop, as well as being a Allen-Bradley Silver Status Systems Integrator. Our field technicians bring extensive experience in Water, Wastewater, and Pump Station start-up and commissioning, supported by project management systems that ensure successful project execution. TAG is a recognized systems integrator and representative for leading manufacturers including Endress+Hauser, Hach, Chemtrac (analytical instruments), Cattron (formerly Antx), Sensaphone Sentinel (Autodialers), and Walchem (Metering Pumps). We also develop and support our own in-house products, such as the TAG RA-5069 MTU/RTU, Cellular Dialer System, Mobile Monitoring Systems for remote plant control, and complete chemical feed systems. TAG can provide Electrical Design services for SCADA/PLC Systems and Control Panels and Certified Startup for VFD Systems and Flow/Level Devices. TAG can also offer instrument Calibration to meet State requirements for certification/verification. In addition, Our team includes licensed electricians who are fully certified, code-compliant, and experienced in municipal and industrial environments. They specialize in the installation, maintenance, troubleshooting, and upgrade of complex electrical systems supporting treatment plants, pump stations, lift stations, and distribution facilities

The Automation Group has no conflicts of interest within the jurisdictional boundaries of the City of Dayton

Thank you for the opportunity to present this proposal to the City of Dayton for System Integrator of Record. Sincerely,

Gary Jenks

Gary Jenks 2-16-2026

President/Owner
gjenks@tag-inc.us

# Firm Description - The Automation Group (TAG)

The Automation Group (TAG) is fully committed to partnering with the City of Dayton to support the current and future operational needs of its Water, Wastewater Treatment Facilities, as well as other associated ancillary systems and appurtenances. Our experienced Instrumentation and Control Technicians and Programmers are highly familiar with the City's control systems and instrumentation currently in use at multiple facilities that the city owns and operates, enabling TAG to provide responsive, knowledgeable, and efficient service. TAG currently provides On-Call services to the City of Dayton. With multiple locations throughout Oregon, we are able to quickly deploy our highly skilled team based on customer needs and specific project requirements. Our main office is located in Eugene, with additional offices in Coos Bay, Salem, Portland, Hermiston, and a satellite presents in Maui

As a licensed General and Electrical Contractor, TAG offers comprehensive instrumentation, control, and electrical services, ensuring seamless project execution without the need for multiple subcontractors. We recognize that system upgrades including the existing SCADA system and improvements are anticipated in the near future, and our approach is centered on smooth integration, minimizing operational disruptions, and reducing overall project cost related to installation, programming, future upgrades, and long term maintenance.

TAG works with a wide range of control and SCADA systems supplied by various manufactures, while also designing and manufacturing our own high-quality control panels through our UL 508A, UL 694A, and NNNY - Certified panel shop. This flexibility allows us to support, upgrade, and modernize existing infrastructure controls while delivering customized solutions tailored to each facility's unique requirements and operational needs. We have experience with providing turn-key systems, equipment, integration work and on-site start-up and installation support. We work with clients to address an entire spectrum of needs, handling everything from engineering, design, to implementation in order to deliver comprehensive and cost effective services.

Included within this RFP proposal are references from Oregon municipalities which are currently serviced by TAG. We encourage you to contact these references to gain insight into our past performance, ongoing support capabilities, and our high standard of accountability and services that TAG provides each customer. We provide our customers with 24/7 phone technical support for emergency situations.

The Automation Group
DELTA Operations • Pacific Water Analytics

With extensive in-house resources and a team of highly dedicated professionals, TAG is uniquely positioned to support the City of Dayton and its community with comprehensive water and wastewater instrumentation, controls, programming, and service. Our expertise ensures reliable system performance, operational efficiency, and long-term value for the City's critical water infrastructure. We know how important these systems are to small communities and take pride in being there when we are needed most. The foremost strength of TAG is the knowledge and understanding of each of the systems in place at the multiple facilities.

TAG will work closely with both the City of Dayton and the City's consultant(s) to design and implement the SCADA system improvements and expansion project. TAG will work with the Design Engineers to assist in SCADA design/review to allow for a completely integrated system. Our outlined project approach is listed below.

1. Design Meeting with Owner & City's Consultant(s)
   a) Review Project
   b) Recommendations of Hardware/Software
   c) Finalize Approach
2. Place budget together for the project
   a) Design System
   b) Quote phases
3. Review Budget with Owner
4. Receive approval before starting the project
5. Coordinate with Owner and Provide a schedule
6. Mobilize Crew and start work
7. Schedule periodic meetings with the Owner throughout the project
   a) Design review
   b) Establish a sequence of operation
   c) Get input for Screen Design and PLC Logic
   d) Discuss Trends and Data needed
8. Create a startup plan and review with the Owner/Representative
9. Provide Training before, during and after startup to familiarize the Operators on how to use the new systems.
   a) System login
   b) System Operations
   c) Setpoint Entry
   d) Maintenance
10. After the project is complete, the following task will be completed
    a) Backup of all programs
    b) As-Builts of all drawings

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Hub International Northwest LLC
560 Country Club Parkway
Eugene OR 97401

**CONTACT NAME:** Jessica Fierling
**PHONE (A/C, No, Ext):** 541-743-8789 **FAX (A/C, No):** 541-972-8884
**E-MAIL ADDRESS:** jessica.fierling@hubinternational.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Casualty Co of Reading PA | 20427 |
| INSURER B : The Continental Insurance Company | 35289 |
| INSURER C : SAIF Corporation | 36196 |
| INSURER D : Admiral Insurance Company | 24856 |
| INSURER E : | |
| INSURER F : | |

**INSURED** THEAUTO-03
The Automation Group, Inc
4678 Isabelle Street
Eugene OR 97402

**COVERAGES** **CERTIFICATE NUMBER:** 752758332 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | 7094517329 | 10/29/2025 | 10/29/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | Y | Y | 7094517301 | 10/29/2025 | 10/29/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | Y | Y | 7094517315 | 10/29/2025 | 10/29/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 7,000,000<br>$ 7,000,000 |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 747076 | 1/1/2026 | 1/1/2027 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A<br>D<br>A | Installation Floater<br>Professional Liability<br>Inland Marine Policy | Y | Y | 7094517329<br>EO000064320-02<br>7094517329 | 10/29/2025<br>10/29/2025<br>10/29/2025 | 10/29/2026<br>10/29/2026<br>10/29/2026 | $500,000 Limit<br>2,000,000 Per claim<br>25,000 | $2,500 Deductible<br>$4,000,000 Agg<br>100,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
*** Pollution Liability - Effective 10/29/2025-10/29/2026***
$2,000,000 Limit Each Pollution Condition/ $2,000,000 Pollution General Aggregate - $5,000 Retention

Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with waiver of subrogation with respects to the General liability, Excess/Umbrella liability, Auto liability, and Pollution Liability (including ongoing and products/completed operations), per attached endorsements. Subject to policy limits, terms, conditions and exclusions. Workers Compensation waiver of subrogation effective is endorsed for persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.
Re: All Operations

**CERTIFICATE HOLDER**

City of Dayton
PO Box 339
Dayton OR 97114

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

# Technical Experience

**TAG Excels in…**

1. **Water Treatment and Distribution Facilities**
   TAG has been an IOR and involved with all types of facilities from traditional media filters, Reverse osmosis, to membrane system. TAG has worked with packaged systems like Siemens, Pall and Westec integrating delivery and storage to seamlessly work together. TAG is also able to support packaged systems for the Owner after installation if requested for a complete system.

2. **Wastewater and Lift Station Facilities.**
   TAG is currently involved with many lift station upgrades to provide City operators with a reliable control system. TAG has the ability to service the City's lift stations from both the integration and electrical side.

3. **SCADA, PLC, and HMI Systems**
   TAG has been a Rockwell Certified Systems Integrator for over 20 years and requires all Integrators to have a high level of knowledge for support. TAG has a Training facility at the Eugene location and actively trains groups from the Army Corps, Clorox Corporation, Georgia Pacific and Northwest Natural gas among others. TAG has programmers for all of the major systems like Allen Bradley, Rockwell, Siemens, Square D, Automation Direct, GE, Cimplicity, iFix, Ignition and many more.

4. **Programming and Integration of Chemical Feed Pumps, Variable Frequency Drives, and Process Instruments**
   TAG has extensive experience programming all types of chemical metering systems with some in-house algorithms that have been proven over time. TAG also provides Walchem pumps and works closely with Hach as an instrumentation provider.
   TAG has Factory Certified VFD startup people that can certify and extend warranty for the following Manufactures. TAG's VFD technicians have the ability to program and troubleshoot any VFD on the market as well.
   - Allen Bradley
   - ABB
   - Cutler Hammer

5. **Public and Infrastructure Financing**
   TAG is familiar with financing methods including fiscal year spending deadlines and budgeting and has worked directly with department heads to refine yearly budgets. TAG has also worked in conjunction with cities on Rural Development, DEQ and other funding agencies to secure funds as needed.

6. **Servicing of Automatic Hydraulic Control Valves**
   TAG works with the following manufacturers for valves
   - Bray
   - Roto torque
   - EIM
   - Auma

7. **Servicing and installation of pressure transducers, Flow Meters, Level Transducers and many others.**

TAG can provide, install and calibrate most of any instrumentation device

- Endress & Hauser – TAG is the West Coast E+H Factory Provider and can provide a 3- year warranty with every device and can perform Certified Factory Startup
- Rosemount
- Neptune
- Dwyer
- Siemens
- Dayton
- And many more

8. **Programming, adjusting operations, and/or servicing backup power generators**

TAG can provide integration with all Generator Systems and Transfer Switches.
TAG works with the following Generator system Manufactures

- Caterpillar
- Kohler
- Onan
- MTU
- Generac

9. **Programmable Logic Controllers (PLC)**

TAG is a certified System Integrator for the following

- Allen Bradley
- Modicon
- Automation Direct
- ScadaPack
- GE
- Siemens
- Omron

10. **TAG has Engineers and CAD drafters located at our Eugene Facility**

- Daren Dawson
- Joel Judd
- Harold Barton
- Gary Jenks

11. **Providing UL listed control system cabinets**

TAG has a UL Panel Shop located in Eugene, Oregon

- Listing for 508a for standard control panels
- Listing for 698a for Hazardous Location
- Listing for NNNY Custom Built Hazardous Location control panels

12. **Providing mobile device access to system information**

TAG offers a "Mobile Monitoring System" for customers to login to their facility SCADA system that will give them the ability to do anything just like they are sitting at the Plant.

- Cisco VPN for Complex Systems
- TosiBox for Simple Systems

Support for the following devices

- Windows Laptop or desktop
- IOS
- iPhone
- iPad
- Android
- Any Android phone
- Any Android tablet

13. **Providing SCADA system computer support**

TAG's Programmers/Techs are capable of supporting computer systems
TAG is a Rockwell Certified Systems Integrator but can support any of the below Primary SCADA Systems

- Rockwell FactoryTalk SE/ME
- Wonderware
- Inductive Automation
- iFix
- Cimplicity
- And others

14. **Providing Variable Frequency Drives (VFD)**

TAG can provide Certified Startup and Programming for the following drives and extend the warranty.
Allen Bradley

- ABB
- Cutler Hammer

TAG can also program other drives as listed below and many more

- Square D
- Siemens
- Yaskawa
- Automation Direct
- GE

15. **Radio/Cellular/Satellite Systems**

TAG is a Distributer for CalAmp for the Pacific NW
TAG can perform Radio Studies and Installation

16. **Instrumentation**

TAG works with the following Manufactures

- Endress + Hauser
- Hach
- Chemtrac
- Rosemount
- And others

# Project Leaders

The Automation Group
DELTA Operations • Pacific Water Analytics

**Gary Jenks – President | Integrator Lead**

With 35 years of dedicated experience in the water/wastewater sector, Gary brings unparalleled expertise in overseeing and implementing system upgrades utilizing the Allen Bradley platform and holding Rockwell Silver Integrator status. His meticulous attention to detail and deep understanding of treatment plant processes enable him to swiftly diagnose issues and implement effective solutions. Gary's strategic insight will be invaluable for planning City of Dayton's current and future SCADA and infrastructure upgrades, ensuring a direct and positive impact on the community.

**CJ Connelly- PLC & Radio Specialist**

CJ's mastery of PLC programming and extensive Radio knowledge has consistently advanced the automation capabilities of water and wastewater facilities serviced by The Automation Group. He excels at designing and implementing intricate control logic that streamlines complex processes and tangibly enhances operational efficiency. As a key asset for the city, CJ's expertise will be instrumental in fulfilling its critical programming and Radio communication needs.

**Justin Heide - SCADA/HMI Specialist | Graphic Design**

Justin's SCADA/HMI design has redefined how we visualize, monitor, and manage complex processes within Water & Wastewater treatment facilities. Justin can provide his knowledge and expertise in helping the city with their SCADA system and for future upgrade projects.

**Daren Dawson - Electrical Engineer | OSU Graduate**

As an Electrical Engineer, Daren offers comprehensive back-end support across all phases of water and wastewater projects. His expertise spans the entire project lifecycle, from initial design, submittal preparation, and drawing creation to component selection and the development of final Operations & Maintenance (O&M) manuals. Daren's understanding of these critical processes makes him an asset for new facilities and essential upgrades.

**Zachary Sturges- Journeyman Electrician | PLC Programmer**

Zachary has the unique ability to service the City of Dayton as both an Electrician and PLC Programmer. This dual skill set enables Zach to not only handle the electrical aspects of systems but also to program and troubleshoot the automation components that control these systems.

**Eddie Jenks - Journeyman Electrician**

Eddie is knowledgeable about electrical codes, safety protocols, and proper installation practices as a Journeyman electrician. He licensed to perform various electrical tasks, such as installing, repairing, and maintaining electrical systems.

**Sarth Larkin - Project Manager**

Sarth is a Experienced Project Manager with a proven track record of leading complex automation and controls projects for a $10M+. Oversees Electricians, Technicians, a UL-certified panel shop, and procurement operations exceeding $4M annually. Instrumental in establishing a directive-style Project Management Office to strengthen execution and accountability.

# References

TAG partners closely with owners and general contractors to deliver exceptional workmanship while building strong, long-term relationships grounded in trust and performance. Our experienced contract administration team ensures all contractual, insurance, and compliance requirements are fully executed before work begins—providing peace of mind and a seamless project start.

We are committed to disciplined project management, maintaining strict budget control, and minimizing change orders through proactive planning and clear communication. TAG consistently works to meet — and exceed — project schedules and performance expectations, keeping critical infrastructure projects on track.

In addition to planned projects, TAG provides responsive 24/7 emergency support, ensuring our clients have a reliable partner whenever urgent needs arise.

**,ÕÃËÉÁ Í ÕÔÅ $Ï Í ÅÓÔÉÃ 7 ÁÔÅÒ #Ï ÏÐÅÒÁÔÉÖÅ**

We have worked with the LDWC fÏÒ Á ÎÕ Í ÂÅÒ ÏÆ ÙÅÁÒÓ and provide 0,#TSCADA/HMI Services, instrumentation and telemetry services including ÓÅÖÅÒÁÌ well sites, ×ÁÔÅÒ ÓÔÏÒÁÇÅ ÔÁÎËÓ pump stations ÁÎÄ 7ÁÔÅÒ 4ÒÅÁÔ Í ÅÎÔ 0ÌÁÎÔ. Over the years we have been involved with all aspects of construction for the water systemÏ ÓÕÐÐÌÙ wells, 7ÁÔÅÒ 4ÒÅÁÔ Í ÅÎÔ 0ÌÁÎÔ and provide remote connections for the operators. We are currently the city's "System Integrator of Record".

#ÈÁÒÌÅÓ 0ÒÏÕÔÙ | 3ÕÐÅÒÉÎÔÅÎÄÅÎÔ
8585 Suver Rd.
Monmouth, OR 97361
503-838-2075

**City of Hubbard**

We have worked for the city for 12 Years and provide PLC/SCADA/HMI Services, instrumentation and telemetry services including 4 well sites, 2 Reservoirs, and a Water Treatment Plant. TAG is currently involved with the New Water Treatment Plant Improvements Project. We are currently the city's "System Integrator of Record".

Michael Krebs | Superintendent
3607 Sunset Drive/P.O. Box 380
Hubbard, OR 97032
503-982-9429

**City of Lebanon**

We have worked with the city for 8 Years and provide SCADA/HMI Services, instrumentation and telemetry services including a river intake, and 2 Reservoirs. TAG was involved with the New Water Treatment Plant and provided a PlantPAX SCADA System for high level situational awareness to meet the new concepts of SCADA. We are currently the city's "System Integrator of Record".

Jason Williams| Public Works Director
40 N 2nd Street
Lebanon, OR 97355
541-258-4280

# Gary Jenks

*President*

**Experience**

2006 - PRESENT The Automation Group, Inc. Eugene, OR

**President/Owner**

- PLC/HMI Programming
- Factory Authorized AF Drive Start-up
- Project Start-up and commissioning

2001 - 2006 LH Morris Electric, Inc. Springfield, OR

**Controls Division Manager**

- PLC/HMI Programming
- Factory Authorized AF Drive Start-up
- Project Start-up and commissioning
- Responsible for the Daily operations of the Controls Division

1995 - 2001 NW Industrial Electric Springfield, OR

**Project Manager/Foreman**

- PLC/HMI Programming
- AF Drive Start-up
- Project Start-up and commissioning
- Electrical Installations

1990 - 1995 Emerald Industrial Electric Springfield, OR

**Foreman**

- PLC/HMI Programming
- Electrical Installations

**Education**

1990 - 1993 BOLI Salem, Oregon

**Inside Wireman Apprenticeship**

**Summary of qualifications**

1993

General Journeyman License

**Accreditations**

Rockwell Automation System Integrator
Certified Drive Start-up Technician: Allen Bradley, ABB, Cutler Hammer
Advisory Board for Electronic Technology at Lane Community College

## CJ Connelly

*Systems Integrator / Communications*

**The Automation Group (TAG)** | Eugene, OR *Tenure: 10+ Years*

**Lead of Communication / Automation Specialist** | *July 2023 – Present*

- Lead the design and implementation of communication networks, focusing on efficient radio configuration on UHF and VHF bands.
- Manage high-performance telemetry utilizing NextGenRF and GE platforms.
- Program and optimize PLC systems (Rockwell, Emerson, Siemens) for mission-critical industrial automation.
- Oversee secure remote access and site-to-site connectivity using Tosibox solutions and cellular gateway programming.
- Manage light IT infrastructure, including building custom PCs and configuring workstations for engineering teams and training classrooms.

**Automation Engineer** | *July 2020 – July 2023*

- Transitioned from the production floor to the engineering department, utilizing practical wiring knowledge to assist in control system design and layout.
- Created detailed technical documentation for system integrations and remote access protocols.
- Provided technical support to bridge the gap between the panel shop and engineering regarding hardware implementation.

**Panel Shop Specialist / Wireman** | *July 2015 – July 2020*

- Executed precision wiring of industrial control panels, ensuring strict adherence to electrical schematics and UL standards.
- Mastered point-to-point wiring, component layout, and physical hardware troubleshooting.
- Ensured mechanical and electrical integrity of complex control racks prior to field deployment, serving as the final quality check before shipping.

Results-driven Automation & Communications Lead with over 10 years of tenure at The Automation Group (TAG). Career trajectory reflects a comprehensive mastery of industrial systems, advancing from five years of hands-on panel fabrication to engineering design and support, and currently leading communication infrastructure. Expert in PLC programming (Rockwell, Emerson, Siemens) and complex RF telemetry. Proven ability to bridge the gap between industrial hardware and IT infrastructure, leveraging deep physical wiring knowledge to create robust logical designs.

# Justin Heide

*HMI Systems Integrator / Graphic Design*

**Key Skills**

Graphic Design, HMI/OIT Design and Implementation, Reporting, Alarming, IP Camera Systems.

**Computer Software:** FactoryTalk View Studio, RSView 32, WonderWare, RSLogix 500 and 5000 (Studio 5000), Sytech XLReporter, Microsoft Excel, Word, Corel Draw, Adobe Photoshop.

**Employment History**

3/2011 to Present — **The Automation Group**
HMI Systems Integrator

Job Description:

- Develop SCADA and PanelView displays in FactoryTalk View SE and ME.
- Develop intelligent alarm strategies using FactoryTalk Alarm & Events.
- PLC Programming
- Develop reports for customers to supply to the State/Government using XLReporter.
- Implement alarm dial-out systems to alert customers of important events.
- Install VPN appliances to allow customers to remote view their SCADA systems.

9/1998 to 3/2011 — **Instaprint/Shelton Turnbull**
Graphic Designer
Mail Processing/Digital Printing Manager

Job Description:

- Developed digital printing solutions for use in variable print applications. Used V.I.P.P (Variable Intelligent Postscript Print) to create statement processing applications for Credit Unions.
- Developed mail-merge applications that used customer databases and processed them through mail software to apply discounted postage using barcodes.
- Created logos and brochures for customers.

**Education**

2016 — Rockwell Tech Ed – FactoryTalk SE, Studio 5000

1997 — Lane Community College – Graphic Design

# Daren Dawson

*Electrical Design Engineer*

**Experience**

2013 - PRESENT The Automation Group, Inc. Eugene, OR

**Electrical Design Engineer**

- Complete design build for UL508 control panels
- In charge of coordinating Drives and Starters for motor control
- Oversee Design and O & M/Submittal Department
- Produce complete drawings/details/specs/O&M's for review and construction

2005 - 2013 New Way Electric Eugene, OR

**Electrical Design Engineer/Project Manager**

- Experienced in coordinating and managing electrical aspects of Commercial/Industrial projects from design concept to finished project
- Interface electrical design with Developers, Architects, Engineers, Contractors & Utilities
- Project cost estimates, scheduling, purchasing & coordinating with other trades
- Calculate project load summaries, fault currents & voltage drops
- Coordinate with utilities & inspectors regarding locations, installations & requirements
- Produce complete drawings/details/specs/O&M's for review & construction

2005 New Way Electric Eugene, OR

**Electrical Design Engineer/Project Intern**

- Used AutoCAD to produce electrical blueprint designs
- Exposed to codes and industry regulations
- Worked with Electrical Designer's Software program
- Performed project cost estimating
- Submitted projects; interfaced with other experts on projects to gain professional development

**Education**

2001-2005 Oregon State University Corvallis, Oregon

**B.S. in Electrical Engineering**

- Emphasis on power systems, power electronics, electric machines, & fault studies
- Dynamic testing performance of synchronous, induction, DC, & switched reluctance motors using oscilloscopes, power analyzers, & function generators in OSU power lab
- Power electronics labs investigating components of variable frequency drives & induced variables when using VFD's to drive different motors

**Summary of qualifications**

- Electrical Analysis, Load Calculations & Producing Plans (AutoCAD)
- Electrical Designer's Reference (Software)
- Fluke Power Analyzers, Electrical Testing Equipment
- National Electric Code (NEC)
- Fluke Power Analyzers, Electrical Testing Equipment

# Zachary Sturges

*Electrician*

**Electrician, Benton Electric** 2017–2022

- Maintained a safe work environment by adhering to all local codes, regulations, and safety standards.
- Installed and maintained electrical systems in commercial, residential, and industrial settings.
- Read blueprints and schematics to properly install light fixtures and other electrical system parts.
- Used troubleshooting techniques to identify malfunctions and repair or substitute damaged units.
- Conducted tests on electrical components to ensure proper functioning before installation or repair completion.
- Mentored apprentice electricians using coaching methods to improve skills.
- Worked with a variety of materials including conduit, cable trays, switch boxes and junction boxes.
- Tested components of electrical systems using meters and other testing devices.

**Electrician Foreman - RCC** 2022–2023

- Maintained a safe work environment by adhering to all local codes, regulations, and safety standards.
- Installed, maintained and repaired underground electrical systems including cables, conduits, transformers and other related equipment.
- Adhered to local codes and regulations while completing installations or repairs in a timely manner.

**Electrician Foreman - Pure Energy Group** 2023–2025

- Installed and maintained electrical systems in commercial, residential, and industrial settings.
- Adhered to applicable codes and regulations when installing PV systems.
- Interpreted blueprints and schematics for installation of various components.
- Provided technical advice regarding design specifications for PV installations. Ensured compliance with local building codes during the installation process.

**The Automation Group Inc – Electrician** 2025–Present

- Scaling and programming of PLC systems
- Installation of fluid level transmitters and flowmeters along with other misc. electrical equipment to ensure proper functions of water and wastewater treatment processes.
- Installation of RTUs and wireless communications
- Attending pre-job walks to develop scope of work and procurement of materials

Works well in team environment, Attention to detail, Problem-solving, Wiring termination requirements, Safety procedures and regulations, Blueprint fluency, Control systems, Programmable logic controllers (PLC), Motor controls, Renewable energy integration, Industrial automation, Electrical installation.

# Eddie Jenks

Lead Electrician / Journeyman

**Professional Experience**

2020 – present
Electrician, The Automation Group (TAG)

2015-2020
Lead Electrician, Atkore international

2005-2015
Electrician, Swanson Group

2002-2005
Electrician, LH Morris

2001-2002
Electrician, Ericson Electric

1995-2001
Electrician, Estimator, Northwest Industrial Electric

1991-1995
Electrician, Emerald Industrial Electric

**Additional Skills**:

- Commercial and Industrial conduit and wiring including concentric conduit bending.
- Industrial control / PLC wiring
- VFD installation and wiring
- Testing and Troubleshooting

# Sarth Larkin, PMP

*Project Manager*

## PROFESSIONAL SUMMARY

Experienced **PROJECT MANAGER** with a demonstrated history of working in the industrial automation industry. Skilled in Negotiation, Operations Management, Microsoft Word, Team Building, and Continuous Improvement. Strong program and project management professional with a Project Management Professional Certification focused in Project Management from the Project Management Institute.

**AREAS OF EXPERIENCE/ACADEMIC PREPARATION**

- Project Management Stakeholder Management Responsive Communication
- PMO Management Report compilation Scope Development
- Project Delivery Profitability Calculation Critical Strategic Thinking
- Audit design Risk Management Capacity Planning
- Budget forecasting Change Management Long-term goal establishment
- Supervision Team collaboration Best Practices implementation

**SOFTWARE & TECHNOLOGY** - Microsoft Windows and Apple OS; OfficeSuite, Excel, Outlook, PowerPoint, Project, SalesForce, ERP, others.

**EDUCATION &** B.A. Business Management, Linfield, College

**CERTIFICATIONS -** PMP, Project Management Institute, March 2018

## PROFESSIONAL BACKGROUND

**THE AUTOMATION GROUP, INC., Eugene, OR** **(2015 to Present)**

*Leading provider of automation solutions, dedicated to delivering innovative and reliable services across various industries.*

**PROJECT MANAGER** **(2018 to Present)**

Manage many concurrent projects for a local automation contractor with $10M+ annual revenue. Support the Operations Manager in overseeing a UL certified panel shop and a crew of fifteen Electricians and Technicians. Key team lead in establishing and overseeing a directive-style Project Management Office. Served industries & customers that include: water & wastewater plants, local state and federal organizations, mills, manufacturers, dam/infrastructure controls, food and beverage, and gas and oil, among others. Manage the procurement department with an annual budget of $4M+. Track project and work order progress weekly & report updates to the team. Facilitate monthly meetings with management and ownership; maintain agenda and track progress. Keep stakeholders apprised while managing expectations.

# The Automation Group's (TAG) Certifications, Licensing and Facilities Documentation

- Rockwell Silver Status Certified Systems Integrator
- UL508A Listed Panel Shop
- CCB License
- Electrical License

**Rockwell Automation Certification**

# The Automation Group, Inc.

### Headquarters
4678 Isabelle St
Eugene, Oregon
USA

### Website
https://www.tag-inc.us

## Company Overview

The Automation Group, Inc (TAG) is built on the solid foundation of the shareholders who are actively employed by the Company.The Company supplies instrumentation and control solutions to a vast array of customers and end-users. The primary market focus of the company is Water/Wastewater Treatment Plants and our OEM customers. SERVICES PROVIDEDControl and Information Systems Integration, Consulting Engineers, PLC, DCS & SCADA Programming, Panel Design & Fabrication, Construction & Facilities Management, Calibrating Instrumentation and Electrical Equipment, Electrical Contracting. TAG is a fiscally sound corporation with experience and capabilities in all areas of the controls industry, staffing and technical product sales. Our engineering personnel have a very diverse background with experience on most major control hardware platforms in many industries. We have experience with domestic and international projects providing turnkey systems, equipment, integration work and on-site start-up and installation support. We work with clients to address an entire spectrum of needs, handling everything from engineering design to implementation in order to deliver comprehensive and cost effective services. Our sales and engineering staff have many years of process experience in the automation, controls, water and filtration marketplace.

SILVER
System Integrator
A ROCKWELL AUTOMATION PARTNER

Year Established: 2006
Total Employees: 40
Total Engineers: 12

## Expertise/Offerings

CONTROL VISUALIZATION WASTEWATER

### Industries
- Food & Beverage
- Oil & Gas
- Pulp & Paper
- Water & Wastewater

### Capabilities
- Control
- Visualization

# Industrial Control Panels

UL Certified

**DOCUMENT:** NITW.E309947 · **PRODUCT CODE (UL CCN):** NITW

| Product Category | File Number | Model Number(s) | Company |
|---|---|---|---|
| Industrial Control Panels | E309947 | Industrial Control Panels | THE AUTOMATION GROUP |

**CCB License Summary:**

# THE AUTOMATION GROUP INC

## About this Business

| | |
|---|---|
| License #: | 172839 (See also : 140498 172838 ) |
| Status: | Active |
| First Licensed: | 11/1/2006 |

Learn more about this business

## Unpaid Debt (Covers past 10 years)

| | |
|---|---|
| Unpaid Claims | $0.00 |
| Unpaid Civil Penalties | $0.00 |

## Complaint History (Covers past 10 years)

| | |
|---|---|
| Any complaints (claims) filed against this contractor? | **No** |

## Disciplinary History (Covers past 10 years)

| | |
|---|---|
| Any civil penalties or other sanctions (license suspensions)? | **No** |

## Administrative Suspensions (Covers past 10 years)

| | |
|---|---|
| Has the CCB ever suspended this contractor for lack of bond/insurance? | **Yes** |

## Find License Information from Other Agencies

| | |
|---|---|
| Plumbing and Electrical Licenses | Building Codes Division |
| Landscape Businesses Licenses | Landscape Contractor Board |
| Workers' Compensation Insurance | Department of Consumer and Business Services |


© 2026 Oregon Construction Contractors Board

# BCD Licensing Data Search:

Results of your search

**Rows per page:** ◉ 25 ○ 50 ○ 100

Displaying 1 - 1 (1 total) |< Prev | Next >|

Your query for: **License no: 5310S**

**ERIC E WICK**

EUGENE, OR 97405

Employer: THE AUTOMATION GROUP INC

License/Registration No: **5310S**

Type: **S-General Supervising Electrician**

Status: **Active**

Original Issue Date: 07/06/2007

Expiration Date: 10/01/2028

**CE required** (all types combined): **24**

Of the total CE required, you must have at least: **12 CC Code Change**
**4 ORL Oregon Rule and Law**

Endress+Hauser

People for Process Automation

**Contact**
Chris Helliwell
Industry Manager, Environmental
Phone 406-471-3805
chris.helliwell@endress.com

April 7th, 2025

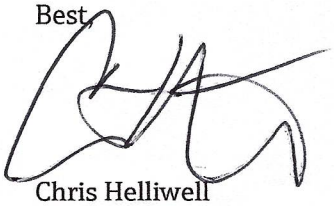
**Statement of Preferred Integrator Status**

To Whom it May Concern,

As December 1, 2024, The Automation Group (TAG) has been renewed and continues to be recognized by Endress+Hauser as a Preferred Municipal System Integrator. This qualification comes from their experience and willingness to be trained in our products and solutions. As such, this grants them with 2-year extended warranty on applicable purchased products. This is in addition to the standard 12-month warranty from date of shipment. In effect, 3-year standard product warranty from the date of shipment for all applicable products procured and commissioned by TAG.

TAG also has the support of our local, exclusive sales representative – Field Instruments & Controls. Combined, they are equipped to deliver a pre-eminent customer experience in our Environmental markets.

Best,



Chris Helliwell

**Endress+Hauser Inc.**
2350 Endress Place
Greenwood, IN 46143
USA

Phone +1 (317) 535-71 38
Fax +1 (317) 535-84 98
info@us.endress.com
www.endress.com

Endress+Hauser

People for Process Automation

**Contact**
Chris Helliwell
Industry Manager, W/WW
Phone 406-471-3805
chris.helliwell@endress.com

The Automation Group, Inc.
4678 Isabelle St.
Eugene, OR 97402

April 7th, 2025

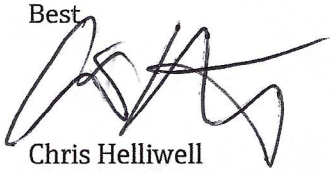
**Statement of Warranty on Product**

To Whom it May Concern,

As a preferred Endress+Hauser Systems Integrator; The Automation Group of Eugene Oregon receives an additional 2 years of product standard warranty on top of the standard 1-year warranty, from the date of shipment.

In effect, 36 months standard product warranty from the date of shipment for all products procured and commissioned by The Automation Group, Inc. from Endress+Hauser.

Best,



Chris Helliwell

**Endress+Hauser Inc.**
2350 Endress Place
Greenwood, IN 46143
USA

Phone +1 (317) 535-71 38
Fax +1 (317) 535-84 98
info@us.endress.com
www.endress.com

DELTA operations

Innovative Solutions for

# Wastewater Operations

Delta Operations knows that proper water management is vital to environmental health, just as adequate drinking water, sanitation, and hygiene are important to human health. Currently monitoring over 40 water and wastewater systems throughout the State of Oregon, Delta Operations provides DEQ-certified operators, skilled field technicians, and experienced staff to service your water monitoring needs. Our clients include governmental agencies, municipalities, schools, mobile home parks, campgrounds, wood products companies, food and beverage companies, and other small businesses. We can offer full turn-key operations or temporarily step into smaller operations to cover short-term vacancies, vacations, employee turnover, or assist with onsite projects.

**Wastewater Systems Operation**

A wastewater operator ensures that harmful materials, chemicals, and microorganisms found in wastewater are removed or destroyed before being released into the environment. Delta Operations oversees wastewater systems and creates and monitors rigorous processes to support that operator's success.

**Drinking Water Systems**

Community water system and those systems serving schools factories, office buildings, and hospitals (non-transient/non-community systems) are regulated by the Oregon Health Authority under the supervision of a certified operator. The mission of Delta's experienced, certified operators is to reduce the incidence and risk of, and exposure to, waterborne disease and hazardous substances potentially present in drinking water supplies.

**Industrial Monitoring and Stormwater Management**

The Federal Clean Water Act of 1972 established a national commitment to restore and maintain the chemical, physical, and biological integrity of the nation's waters. Delta Operations shares that commitment to provide safe water for human, fish and wildlife. We adhere to government-mandated permit requirements to provide efficient and effective systems to minimize and eliminate harmful pollutants.

PACIFIC WATER ANALYTICS

- RELIEVING STRESS
- MANAGING TIMELINES
- EXPANDING RESOURCES

# Pacific Water Analytics

*Providing Environmental Laboratory Testing Services*

- Offering a wide range of environmental testing services to meet your needs
- Providing accurate and timely results to help you make informed decisions
- Our services are designed to support environmental compliance, water quality management and public health protection

## If The Automation Group is selected as Integrator of Record by the City of Dayton, TAG would like to negotiate the following terms in the Master Services Contract and the Master Procurement and Installation Contract.

**Re:** City of Dayton — System Integrator of Record RFP — Requests for Clarification

Mr. Muchmore,

TAG appreciates the opportunity to respond to the Dayton IOR solicitation. We attended the mandatory pre-submission meeting on January 22 and have spent considerable time reviewing the RFP, the Master Services Contract (Appendix A.2), and the Master Procurement and Installation Contract (Appendix A.1).

We have a few questions about the contract documents that we'd like to get on the record before submitting our proposal. These are submitted pursuant to RFP Section 9.3.

**Question 1: Limitation of Liability**

We don't see a limitation of liability provision in either contract. MSC Section 18.4 waives consequential damages on behalf of the City, but there's no reciprocal protection or aggregate liability cap for the IOR.

Over a fifteen-year term, the combination of uncapped liability, broad indemnification under MSC Section 8.1 and EJCDC Section 7.17, and a one-sided consequential damages waiver creates an exposure that's difficult to price and difficult to insure against. A single incident could generate claims that far exceed the total value of work performed under the contract.

Would the City consider adding a liability cap—say, the greater of twelve months' compensation or the IOR's applicable insurance limits—with carve-outs for willful misconduct and fraud? And would the City consider making the consequential damages waiver in Section 18.4 mutual rather than one-sided?

**Question 2: Mutual Indemnification**

MSC Section 8.1 requires the IOR to indemnify the City, and EJCDC Section 7.17 extends that to subcontractors and suppliers. There's no reciprocal obligation from the City to the IOR.

In practice, situations come up. The City furnishes incorrect as-built drawings. City personnel damage IOR-installed equipment. A third-party contractor working on an adjacent system causes an issue that gets attributed to the controls. Without a mutual indemnification provision, TAG's only recourse in those situations is litigation—which neither party wants.

Oregon already limits this through ORS 30.140, which voids indemnification clauses in construction contracts to the extent they require indemnifying the other party for their own negligence. Would the City consider amending Section 8.1 to make indemnification mutual and proportional to each party's fault, consistent with what Oregon law would enforce anyway?

**Question 3: Payment Terms and Work Continuation During Non-Payment**

MSC Section 3.2 requires the IOR to continue working during non-payment due to a fee dispute. EJCDC Section 4.04.B has similar language for all disputes or disagreements.

TAG accepts Section 3.2 as written. We're not going to walk off a job over a disagreement about a billing rate or a disputed line item. That's a reasonable provision and we understand the intent.

What the contract doesn't address is non-payment of undisputed invoices—where there's no disagreement about the amount, but payment simply doesn't come. Over fifteen years, administrations change, budget cycles shift, and funding gets tight. For a firm our size, carrying sixty or ninety days of unpaid undisputed invoices while funding prevailing-wage field crews, material procurement, and equipment purchases is a real cash flow problem.

Would the City consider adding a provision for undisputed invoices—something like net-30 payment terms with a right to suspend non-emergency services after 90 days of non-payment plus written notice? We'd obviously carve out life safety, environmental compliance, and emergency response from any suspension. TAG will always respond to a chlorine system alarm or a pump station failure regardless of the billing situation.

**Question 4: Technology E&O / Cyber Liability Insurance Requirements**

MSC Section 9.1(d) requires $5,000,000 in Technology E&O and Cyber Liability coverage, including protections for privacy violations, data theft, credit monitoring, and regulatory fines. That coverage profile is designed for an IT engagement that handles Personally Identifiable Information (PII) and financial data.

TAG's IOR scope is operational technology. We program PLCs, build control panels, configure SCADA systems, and install telemetry infrastructure. The data we work with is process control data—pump speeds, tank levels, chlorine residuals, flow rates, alarm states. We don't store, process, or transmit PII or financial records. The operational consequences of a cyber event in this environment—process disruption, equipment damage—are already covered by our CGL, professional liability, and umbrella policies.

Is the $5,000,000 cyber requirement intended to apply as written to an OT integration scope? Or would the City consider a limit that reflects the actual risk—something like $2,000,000 for the base contract, with a provision for additional coverage on specific task orders that involve IT-adjacent work like PII handling, business network integration, or remote access implementation?

**Question 5: Work Product Ownership and Open Architecture**

MSC Section 14 assigns all work product to the City as work made for hire. TAG fully supports this. Our intent—and what we believe the City should expect from any IOR—is to deliver a completely open system that the City owns outright and can hand to any qualified integrator to maintain, modify, or expand.

In the controls integration world, intellectual property concerns don't really apply the way they might in a software development engagement. No two control systems are truly alike. While integrators maintain libraries of subroutines and standard approaches, the specific arrangement

of logic in a PLC program or the layout of an HMI application is unique to each facility. It would be nearly impossible to trace a sequence of pre-configured commands in RSLogix or a set of FTView displays back to any particular source. The real value to the City isn't in protecting IP—it's in ensuring the delivered system is fully open and transferable.

To that end, TAG's approach is to develop all programming in industry-standard software platforms recognized by the water and wastewater sector—Rockwell Automation's RSLogix 5000 / Studio 5000 for PLC programming, FactoryTalk View for HMI/SCADA, and standard communication protocols. All deliverables would include complete, unprotected source code, configuration files, and documentation sufficient for any competent integrator to pick up where TAG left off.

Does the City intend for Section 14 to require anything beyond full transfer of ownership, source code, and documentation? If the expectation is simply that the City receives a fully open, non-proprietary system with complete programming and operational documentation—which is what TAG would deliver regardless—we want to confirm that understanding.

We appreciate the City's willingness to address these questions. Looking forward to reviewing any addendum that comes out of the clarification period. Happy to discuss any of this further if it would be helpful.

Respectfully,

The Automation Group

Eugene, Oregon

# PROPOSER'S RESPONSE FORM

Name of Entity Submitting Proposal: The Automation Group (TAG)

Address: 4678 Isabelle St, Eugene, OR 97402

Date: 02/10/2026

*Communications concerning this Proposal shall be addressed to:*

Contact Person: Christopher Rodriguez - Estimator

Telephone Number: (541) 359-3755 Fax Number: (541) 982-2266

Email: Estimating@tag-inc.us

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish materials and services, in accordance with the proposal documents herein.

The Proposer, by his signature below, hereby represents as follows:

(a) That no Councilor, officer, agent or employee of City is personally interested directly or indirectly in this Proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees has induced Proposer to enter into this proposal and the papers made a part hereof by its terms;

1. The Proposer represents that Proposer is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required

2. The Proposer has carefully reviewed for accuracy all statements in this Proposal and attachments, and agrees that the City will not be responsible for any errors or omissions of the Proposer in preparing this Proposal. The Proposer agrees that this Proposal may not be revoked or withdrawn for one hundred twenty (120) calendars days after the date on which Proposals are received.

3. The Proposer has examined and understands the Request for Proposal (RFP) Documents and the Proposal is made in accordance therewith.

4. Addenda. The Proposer acknowledges that it has received the following Addenda Number(s): None and agrees that all addenda issued are a part of the Proposal and have been considered in preparing this Proposal. (Proposer: insert the total number of addenda received; if no addenda were received, write "NONE" in the space.)

(b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;

3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name (type or print): Gary Jenks

Title: President

Name (type or print): Eric Wick

Title: Corporate Secretary

Name (type or print): _____

Title: _____

Proposer is a resident proposer, as defined in ORS 279A.120. If not a resident, proposer, proposer's resident state is _____.

Did the Proposer attend the mandatory pre-submission meeting? (Check one)

_X_ YES _____ NO

**If Proposer is an Individual**:

By: _____

*(Individual's Signature)*

Name (type or print): _____

Doing business as: _____

Contractor Registration #: _____ Federal Tax ID #: _____

**If Proposer is a Partnership**:

Partnership Name (type or print): _____

By: _____

*(Signature of General Partner – attach evidence of authority to sign)*

Name (type or print): _____

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

**If Proposer is a Corporation**:

Corporation Name (type or print): The Automation Group (TAG)

State of Incorporation (type or print): Oregon

Type of Corporation *(General Business, Profession, Service, LLC, etc)*: S Corporation

By: _____

*(Signature – attach evidence of authority to sign if other than president or vice-president)*

Name (type or print): Gary Jenks

Title: President

Attest: _____

*(Signature of Corporate Secretary)*

Contractor Registration #: 172839 Federal Tax ID #: 20-5766904

**If Proposer is a Joint Venture**:

Name of Joint Venture (type or print): _____

.....

First Joint Venture Name (type or print): _____

By: _____

*(Signature of joint venture partner– attach evidence of authority to sign)*

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

.....

Second Joint Venture Name (type or print): _____

By: _____
*(Signature of joint venture partner– attach evidence of authority to sign)*

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

.....

Third Joint Venture Name (type or print): _____

By: _____
*(Signature of joint venture partner– attach evidence of authority to sign)*

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

.....

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated under the applicable category above, attach additional pages if necessary.)

## APPENDIX E

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**Project Name:** Integrator of Record

**Proposal Closing:** February 19, 2026

This form must be submitted at the location specified in the Request for Proposals on the advertised proposal closing date and within two (2) working hours after the advertised proposal closing time.

List below the name of each Subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. You must disclose subcontractors whose contract value is equal to or greater than: a) 5% of the total project bid or $15,000 whichever is greater; or b) $350,000 regardless of the percentage of the total project bid.

Enter “NONE” if there are no Subcontractors that need to be disclosed (ATTACH ADDITIONAL SHEETS IF NEEDED). Disclosure requirements do not apply to Subcontractors who only provide materials.

| | NAME | DOLLAR VALUE | CATEGORY OF WORK |
|---|---|---|---|
| 1. | NONE | | |
| 2. | | | |
| 3. | | | |

**THE CITY MUST REJECT A PROPOSAL IF THE PROPOSER FAILS TO SUBMIT THIS DISCLOSURE FORM BY THE STATED DEADLINE. Subcontractor lists will be made available to the public for inspection immediately after opening.**

**Form submitted by (proposer company name):**

The Automation Group (TAG)

**Contact Name:** Christopher Rodriguez - Estimator

**Phone Number:** 541-359-3755

## Exhibit E

## SYSTEM INTEGRATOR OF RECORD'S FEE SCHEDULE

The Scope of Services defined in Exhibit A shall be provided to the City on a time and materials basis as defined by the following fee schedule provided by the System Integrator of Record.

The Automation Group

# RATE SHEET
# 2026

**The Automation Group**
*DELTA Operations • Pacific Water Analytics*

| | |
|---|---|
| PLC - HMI - SCADA | 179.00 |
| Instrumentation | 179.00 |
| Senior Engineering | 219.00 |
| Engineering & Design | 199.00 |
| CAD Design | 134.00 |
| Panel Shop Labor | 97.00 |
| Electrical *** | 162.00 |
| Admin/Purchasing | 99.00 |
| Materials: Overhead/Markup | 10% + 10% |
| Project / Construction Management | 185.00 |

| | |
|---|---|
| **Straight Time** | 8:00am to 4:30pm, Monday through Friday |
| **Overtime** | After 4:30 (or after 8 hours) Weekdays and all day Saturday & Sunday. *(Time & 1/2 x straight time rates)* |
| **Double Time** | Holidays *(2 x straight time rate)* |

**TAG charges hourly service rate from Portal to Portal.**
**Services are rendered in half-hour increments only with a 2 hour minimum billing charge unless otherwise noted or arranged.**

| | |
|---|---|
| **Expenses** | Expenses of transportation (e.g. airline tickets, rental card, taxis) will be billed at cost plus 15% processing fees. |
| **Standard Per Diem** | 275.00 / per night lodging and 79.00 / per day for meals. |
| **Standard Fuel/Mile** | Round Trip from TAG office up to 50 miles = 50.00<br>Round Trip from TAG office over 50 miles = 0.73 per mile |

*** For jobs that require prevailing wages per state and/or federal law, rate adjustments may be necessary.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# MASTER AGREEMENT BETWEEN OWNER AND PROVIDER FOR PROCUREMENT AND INSTALLATION

**Prepared By**

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE®
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS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# MASTER AGREEMENT BETWEEN OWNER AND PROVIDER FOR PROCUREMENT AND INSTALLATION

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# MASTER AGREEMENT BETWEEN OWNER AND PROVIDER FOR PROCUREMENT AND INSTALLATION

This Master Agreement is by and between the City of Dayton, an Oregon municipal corporation ("Owner") and **The Automation Group** ("Provider").

Terms used in this Agreement have the meanings stated in the General Conditions.

Owner and Provider hereby agree as follows:

**ARTICLE 1—MASTER AGREEMENT**

1.01 *Task Orders*

A. Upon Owner's identification of a need for a procurement project, or procurement and installation project, each pursuant to this Master Agreement, Owner shall notify Provider in writing of the same. The parties shall then work together in good faith to negotiate and execute a mutually acceptable Task Order containing all material terms and conditions of the particular Work (including, at minimum, the sections set forth in paragraph C). A sample Procurement Task Order is attached hereto as Exhibit A.1 and a sample Procurement and Installation Task Order is attached hereto as Exhibit A.2. The parties shall negotiate and execute a Procurement Task Order for the procurement of Goods and Special Services. The parties shall negotiate and execute a Procurement and Installation Task Order for the procurement and installation of Goods and related services.

B. Owner reserves the right to negotiate the terms of a Task Order, including the project cost estimate, if doing so is in the best interest of the Owner, or to cancel a Task Order request altogether.

C. Work authorized under this Master Agreement shall only be initiated by a fully executed Task Order signed by both the Owner and the Provider. Task Orders shall include a description of the Work to be performed, to include, but not be limited to, the following:

1. A description of the Goods, quantity of Goods, and other identifying characteristics;
2. Scope of Special Services, if any;
3. Items to be furnished by Owner, if applicable;
4. Contract Price;
5. Contract Times;
6. Point of Destination, if applicable;
7. Warranty terms; and
8. Reasonable evidence of required bonds, insurance, and consent to assignment, if applicable.

D. Provider shall perform the Work using commercially reasonable efforts. Provider shall be responsible for securing all permits, licenses, approvals, and other authorizations necessary to perform the Work. Provider shall bear full responsibility for all subcontractors and employees performing Work on its behalf, and for prompt payments to the same.


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E. If there are conflicts between the terms of the Master Agreement and any individual Task Order, the terms of the Master Agreement shall take precedence.

1.02 *Work*

A. Provider shall, as applicable, furnish the Goods and Special Services, install the Goods, and perform and provide all other related services, materials, and equipment, as specified or indicated in each fully executed Task Order.

B. The Goods are generally described within each applicable fully executed Task Order.

C. The Special Services are generally described within each applicable fully executed Task Order.

D. Any installation, commissioning, or other related work is generally described within each applicable fully executed Task Order.

E. All Goods, Special Services, and other installation, commissioning, and other related work provided pursuant to a particular Task Order is collectively referred to herein as the "Work."

1.03 *The Project*

A. The Project, of which the Work is a part, is generally described as follows: **upgrade and expansion at existing and future water, wastewater, and other City facilities of Supervisory Control and Data Acquisition (SCADA) systems and other local control and telemetry systems.**

B. Owner has retained **Westech Engineering, Inc.** ("Engineer"), to act as Owner's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Contract Documents in connection with Provider's provision of the Work.

**ARTICLE 2—CONTRACT TIMES**

2.01 *Time of the Essence*

A. All time limits for Milestones, including but not limited to the submittal of Shop Drawings and Samples, the delivery of Goods, the furnishing of all Work as stated in the Contract Documents, and Substantial Completion and Final Completion, as applicable, are of the essence of the Master Agreement.

2.02 *Schedule of Contract Times*

A. The Contract Times are set forth in each fully executed Task Order.

2.03 *Shop Drawings and Samples*

A. *Submittal of Shop Drawings and Samples*: Provider shall submit all Shop Drawings and Samples required by each fully executed Task Order to Engineer for its review and approval.

B. *Engineer's Review*: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within **20** days after Provider's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.


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2.04 *Liquidated Damages*

A. Owner and Provider recognize that time is of the essence as stated in Paragraph 2.01, and that Owner will suffer financial and other losses if (1) with respect to Procurement Task Orders, the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Owner within the time specified in the applicable Task Order, plus any extensions thereof allowed in accordance with this Master Agreement or (2) with respect to Procurement and Installation Task Orders, Provider fails to achieve Substantial Completion or Final Completion within the times specified in the applicable Task Order, plus any extensions thereof allowed in accordance with this Master Agreement. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Provider's specific compliance with the Milestone requirements set forth in this paragraph and each fully executed Task Order. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Owner if complete, acceptable Goods are not delivered on time, or otherwise if the Work is not completed within the times set forth in the applicable Task Order. Accordingly, instead of requiring any such proof, Owner and Provider agree that as liquidated damages for delay (but not as a penalty) Provider shall pay Owner (I) $**500** for each day that expires after the time specified in the applicable Task Order for delivery of acceptable Goods, (II) $500 for each day that expires after the Substantial Completion Date identified in the applicable Task Order, and (III) $750 for each day that expires after the Final Completion Date identified in the applicable Task Order.

2.05 *Term*

A. The Master Agreement term shall commence on the Master Agreement Effective Date and shall continue for five (5) years thereafter, unless sooner terminated in accordance with the terms of this Master Agreement. The Owner may choose, in its discretion, to extend the initial five (5) year term for up to two (2) additional five (5) year terms, for a total of no more than fifteen (15) years total.

B. Upon termination or expiration of this Master Agreement, all Task Orders shall also expire or terminate.

**ARTICLE 3—CONTRACT PRICE**

3.01 *Contract Price and Total Price*

A. The Contract Price is comprised of the amounts set forth in each fully executed Task Order.

**ARTICLE 4—PAYMENT PROCEDURES**

4.01 *Submittal and Processing of Applications for Payment*

A. Provider shall submit Applications for Payment in accordance with Article 16 of the General Conditions and each applicable, fully executed Task Order. Engineer and Owner will process such Applications for Payment in accordance with said Article 16.


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4.02 *Progress Payments; Final Payment*

A. Provider may submit an Application for Payment requesting Contract Price payment as stated in each applicable fully executed Task Order.

B. Owner shall pay Provider the amount owed under an Application for Payment within 30 days after Engineer's presentation to Owner of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

A. All amounts not paid when due will bear interest as the rate of the maximum percent permitted by law per annum.

**ARTICLE 5—REPRESENTATIVES**

5.01 *Owner Authorized Representative*

A. The Owner Authorized Representative is Jeremy Caudle, City Manager.

5.02 *Provider Authorized Representative*

A. The Owner Authorized Representative is Gary Jenks, President.

**ARTICLE 6—ASSIGNMENT OF MASTER AGREEMENT**

6.01 *Assignment of Master Agreement*

A. This Master Agreement shall only be assigned upon express written consent of both parties. Task Orders may be assigned in accordance with the terms set forth therein.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *List of Contract Documents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Supplementary Conditions.
3. General Conditions.
4. Exhibits to this Agreement (enumerated as follows):
    a. Exhibits A.1, Procurement Task Order Form;
    b. Exhibit A.2, Procurement and Installation Task Order Form;
    c. Exhibit B, Notice of Receipt and Conformity;
    d. Exhibit C, Application for Payment;
    e. Exhibit D, Public Contracting Requirements;
    f. Documentation submitted by Provider: Selected System Integrator of Record's Proposal
    g. Procurement Materials: Request for Proposal for System Integrator of Record


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5. The following which may be delivered or issued on or after the Effective Date of the Master Agreement and are not attached hereto:

    a. All fully executed Task Orders, with corresponding incorporated and attached documentation (including, but not limited to, performance and payment bonds, Specifications, Drawings, and consent to assignment documentation);

    b. Change Orders;

    c. Change Directives;

    d. Field Orders; and

    e. Amendments.

B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above.

D. If there is a conflict between the Contract Documents, the Contract Documents shall take precedence in the following order: (1) Exhibit D, (2) Amendments and Change Orders, (3) Task Orders, (4) Procurement Materials, (5) this Agreement, (6) Supplementary Conditions, (7) General Conditions, and (8) documentation provided by the Provider.

E. The Contract Documents may only be amended or supplemented as provided in Paragraph 12.01 of the General Conditions.

**ARTICLE 8—PROVIDER'S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *Provider's Representations*

A. In order to induce Owner to enter into this Master Agreement, Provider makes the following representations:

1. Provider has examined and carefully studied the Contract Documents.

2. If required by the applicable Task Order to visit the Point of Destination or the Site, or if, in Provider's judgment, any observable local or Site conditions may affect the delivery, cost, progress, or furnishing of the Work, then Provider has visited the Point of Destination and Site (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Work.

3. Provider is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Provider's obligations under the Master Agreement.

4. Provider has carefully studied, considered, and correlated the information known to Provider with respect to the effect of such information on the cost, progress, and performance of Provider's obligations under the Master Agreement.

5. Provider has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Provider has discovered in the Master Agreement Documents, and the written resolution (if any) thereof by Engineer is acceptable to Provider.


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6. The Master Agreement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Provider's obligations under the Master Agreement.

7. Provider's entry into this Master Agreement constitutes an incontrovertible representation by Provider that without exception all prices in the Master Agreement are premised upon provision of the Work as required by the Contract Documents.

8.02 *Provider's Certifications*

A. Provider certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Master Agreement. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the procurement process, in the Master Agreement execution, or in the execution of any Task Order;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the procurement process or the execution of the Master Agreement to the detriment of Owner, (b) to establish procurement or contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish procurement prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the Master Agreement.

**ARTICLE 9—CONFIDENTIALITY**

9.01 *Confidential Information*

A. Provider's Confidential Information. During the term of this Master Agreement, Provider may disclose to the Owner certain Provider confidential information pertaining to Provider's business ("Provider Confidential Information"). Provider shall be required to mark Provider Confidential Information CONFIDENTIAL with a restrictive legend or similar marking, together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request under Oregon public records laws. If Provider Confidential Information is not clearly marked, or the Provider Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Provider shall identify the Provider Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Master Agreement itself shall not be considered Provider Confidential Information. Provider Confidential Information does not include information that (1) is or becomes (other than by disclosure by the Owner) publicly known; (2) is furnished by Provider to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the Owner possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Provider without the obligation of confidentiality, (5) is disclosed with the written consent of Provider, or; (6) is independently developed by


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employees or agents of the Owner who can be shown to have had no access to the Provider Confidential Information. Subject to subsection (i) and (ii), the Owner shall: (1) limit disclosure of Provider Confidential Information to those directors, elected and appointed officials, employees, contractors and agents of the Owner who need to know the Provider Confidential Information in connection with the Work and who have been informed of confidentiality obligations at least as strict as those contained in this Master Agreement, and (2) exercise reasonable care to protect the confidentiality of the Provider Confidential Information, at least to the same degree of care as the Owner employs with respect to protecting its own proprietary and confidential information.

B. Owner's Confidential Information. Any and all information that the Owner provides to Provider or its employees or agents in the performance of this Master Agreement that the Owner designates as confidential (either on the document itself or through related correspondence), as well as all reports and other documents and materials that result from Provider's use of such information and any other work product that the Owner designates as confidential, is deemed to be confidential information of the Owner ("Owner Confidential Information"). Owner Confidential Information does not include information that (1) is or becomes (other than by disclosure by Provider) publicly known; (2) is furnished by the Owner to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Provider's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the Owner without the obligation of confidentiality, (5) is disclosed with the written consent of Owner, or; (6) is independently developed by employees or agents of Provider who can be shown to have had no access to the Confidential Information.

C. Provider shall treat as confidential any Owner Confidential Information that has been made known or available to Provider or that Provider has received, learned, heard or observed; or to which Provider has had access. Provider shall use Owner Confidential Information exclusively for the Owner benefit in the performance of this Master Agreement. Except as may be expressly authorized in writing by the Owner, in no event shall Provider publish, use, discuss or cause or permit to be disclosed to any other person such Owner Confidential Information. Provider shall (1) limit disclosure of the Owner Confidential Information to those directors, officers, employees, subcontractors, and agents of Provider who need to know the Owner Confidential Information in connection with the Work and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Master Agreement, (2) exercise reasonable care to protect the confidentiality of the Owner Confidential Information, at least to the same degree of care as Provider employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the Owner, upon its request, all materials containing Owner Confidential Information, in whatever form, that are in Provider's possession or custody or under its control. Provider is expressly restricted from and shall not use the intellectual property rights of the Owner's without the Owner's prior written consent.

D. Retroactivity. This Section shall apply to all Owner Confidential Information previously received, learned, observed, known by or made available to Provider and related to this Master Agreement.

E. Survival. Provider's confidentiality obligations under this Master Agreement shall survive termination or expiration of this Master Agreement.


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F. Equitable Relief. Provider acknowledges that unauthorized disclosure of Owner Confidential Information will result in irreparable harm to the Owner. The Parties agree that, notwithstanding any other section of this Master Agreement, in the event of a breach or a threatened breach of the Master Agreement's terms related to Confidential Information or intellectual property rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.

G. Discovery of Documents. In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

9.02 *Public Records*

A. Public Records Request. Provider acknowledges that the Owner is subject to the Oregon Public Records Act and federal law. Third persons may claim that the Provider Confidential Information (as defined above) that Provider submitted to the Owner hereunder may be, by virtue of its possession by the Owner, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The Owner's commitments to maintain certain information confidentially under this Master Agreement are all subject to the constraints of Oregon and federal laws. All information submitted by Provider to the Owner is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Provider requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the Owner will make a good faith effort to maintain the confidentiality of information.

B. The Owner will retain one (1) copy of any public records for the express purposes of complying with State of Oregon public records and archiving laws.

9.03 *Waiver of Immunity*

A. Notwithstanding any other provision of the Master Agreement, it is stipulated and agreed that by accepting Confidential Information, Owner has not and does not waive its legal immunity (if any) from suit or liability.

[*Remainder of this page is intentionally left blank, signatures are on the following page*.]


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IN WITNESS WHEREOF, Owner and Provider have signed this Master Agreement. Counterparts have been delivered to Owner and Provider.

The Effective Date of the Master Agreement is **[date to be inserted at the time of execution]**.

| Owner | Provider |
|---|---|
| _____ | _____ |
| *(typed or printed name of organization)* | *(typed or printed name of organization)* |
| By: _____ | By: _____ |
| *(individual's signature)* | *(individual's signature)* |
| Date: _____ | Date: _____ |
| *(date signed)* | *(date signed)* |
| Name: _____ | Name: _____ |
| *(typed or printed)* | *(typed or printed)* |
| Title: _____ | Title: _____ |
| *(typed or printed)* | *(typed or printed)* |
| | *(If Provider is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)* |
| Attest: _____ | Attest: _____ |
| *(individual's signature)* | *(individual's signature)* |
| Title: _____ | Title: _____ |
| *(typed or printed)* | *(typed or printed)* |
| Address for giving notices: | Address for giving notices: |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Designated Representative: | Designated Representative: |
| Name: _____ | Name: _____ |
| *(typed or printed)* | *(typed or printed)* |
| Title: _____ | Title: _____ |
| *(typed or printed)* | *(typed or printed)* |
| Address: | Address: |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Phone: _____ | Phone: _____ |
| Email: _____ | Email: _____ |
| *(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)* | |


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General Conditions

Article 1—Definitions and Terminology

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Application for Payment*—The document prepared by Provider, in a form acceptable to Engineer, to request payments pursuant to an applicable Task Order, and which is to be accompanied by such supporting documentation as is required by the Contract Documents. A form Application for Payment is attached to the Master Agreement as Exhibit C.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Directive* – A written directive from Owner to Provider issued on or after the Effective Date of a Task Order, ordering an addition, deletion or revision to the applicable Work.

9. *Change Order*—A document which is signed by Provider and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to a Task Order, issued on or after the Effective Date of an applicable Task Order.

10. *Change Proposal*—A written request by Provider, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Master Agreement or an applicable Task Order, or both.

11. *Claim*

    *a.* A demand or assertion by Owner or Provider seeking an adjustment of applicable Contract Price or Contract Times, or both, or other relief with respect to the terms of the Master Agreement or a particular Task Order.

    b. A demand or assertion by Owner or Provider made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of a final payment.

    c. A demand for money or services by a third party is not a Claim.

12. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

13. *Contract Documents*— As defined pursuant to the Master Agreement.

14. *Contract Price*—The money that Owner has agreed to pay Provider for completion of the Work under each applicable Task Order.

15. *Contract Times*—The number of days or the dates by which Provider shall complete the Work under each applicable Task Order.

16. *Contractor/Assignee*— A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Owner, assigns the applicable Task Order and, as it pertains to such Task Order, this Master Agreement.

17. *Cost of the Work*—See Paragraph 14.01 for definition.

28. *Days* - Calendar days, including weekdays, weekends and holidays, unless otherwise specified.

19. *Drawings*—The part of each applicable Task Order that graphically shows the scope, extent, and character of the Work to be performed by Provider.

20. *Effective Date of the Master Agreement*—The date, indicated in the Master Agreement, on which the Master Agreement becomes effective.

21. *Effective Date of a Task Order* – The date, indicated in each fully executed Task Order, on which the Task Order becomes effective.

22. *Electronic Document*—Any Work-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

23. *Electronic Means*—Electronic mail (email), upload/download from a secure Work website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Master Agreement. Electronic Means does not include the use of text messaging,

or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

24. *Engineer*—The individual or entity named as such in the executed Master Agreement.

25. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

26. *Final Completion* - The final completion of all requirements under an applicable Task Order, including Correction Period as described in 16.08 but excluding Warranty Work as described in Articles 7 and 16, and the final payment and release of all retainage, if any, released.

27. *Force Majeure* - An act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Master Agreement or an applicable Task Order who is asserting Force Majeure

28. *Goods* – As defined pursuant to the Master Agreement and each fully executed Task Order.

29. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Master Agreement and applicable Task Order, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

30. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction, including but not limited to those rules, regulations, and requirements set forth in Exhibit D.

31. *Liens*—Charges, security interests, or encumbrances upon Master Agreement-related or specific Task Order-related funds, real property, or personal property.

32. *Master Agreement*—The written instrument, executed by Owner and Provider, that sets forth terms by which the parties may enter Task Orders, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

33. *Milestone*—A principal event in the performance of the Work that the Provider must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods, the furnishing of Work, Substantial Completion of Work, and Final Completion of Work, as applicable.

34. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

35. *Owner*—The individual or entity with which Provider has contracted regarding the Work, and which has agreed to pay Provider for the performance of the Work, pursuant to the terms of the Master Agreement.

36. *Owner Authorized Representative* -- As defined pursuant to the Master Agreement.

37. *Point of Destination* -- The specific address of the location where delivery of Goods will be made, as stated in the applicable Task Order.

38. *Progress Schedule*—A schedule, prepared and maintained by Provider, describing the sequence and duration of the activities comprising Provider's plan to accomplish the Work within the Contract Times of an applicable Task Order.

39. *Project* – As defined pursuant to the Master Agreement.

40. *Project Owner* — The Owner.

41. *Punchlist* - The list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of a Task Order.

42. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

43. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

44. *Schedule of Submittals*—A schedule, prepared and maintained by Provider, of required submittals and the time requirements for Engineer's review of the submittals.

45. *Schedule of Values*—A schedule, prepared and maintained by Provider, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Provider's Applications for Payment.

46. *Provider* -- The individual or entity with which Owner has contracted for performance of the Work.

47. *Provider Authorized Representative* - As defined pursuant to the Master Agreement.

48. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Provider and submitted by Provider to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

49. *Site*—Lands or areas indicated in each fully executed Task Order upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Provider.

50. *Special Services* -- As defined pursuant to the Master Agreement and each fully executed Task Order.

51. *Specifications*—The part of a fully executed Task Order that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

52. *Subcontractor*—An individual or entity having a direct contract with Provider or with any other Subcontractor for the performance of a part of the Work.

53. *Submittal*—A written or graphic document, prepared by or for Provider, which the Contract Documents require Provider to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Work photographic documentation; record documents; and other such documents required by the Contract Documents or a fully executed Task Order. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

54. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents and applicable Task Order, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

55. *Successful Bidder*—The Bidder to which the Owner makes an award of the Master Agreement.

56. *Supplementary Conditions*—The part of the Master Agreement that amends or supplements these General Conditions.

57. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Provider or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Provider or a Subcontractor.

58. *Technical Data*

    a. Those items expressly identified as Technical Data, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.04, 5.05, and 5.07, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Work and made available to Provider.

c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

59. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

60. *Unit Price Work*—Work to be paid for on the basis of unit prices (if any).

61. *Work*—As defined pursuant to the Master Agreement.

62. *Work Change Directive*—A written directive to Provider issued on or after the Effective Date of an applicable Task Order, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Work as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 11 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Non-conforming*: The word "non-conforming," when modifying the word "Work" or words "Goods and Special Services" refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to or otherwise comply with the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion or final delivery, as applicable, in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, Goods, Special Services, or equipment, means to supply and deliver said services, materials, Goods, Special Services, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, Goods, Special Services, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, Goods, Special Services or equipment, means to furnish and install said services, materials, Goods, Special Services, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Provider with respect to specific services, materials, Goods, Special Services, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Provider shall furnish and install said services, materials, Goods, Special Services, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2—PRELIMINARY MATTERS**

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Provider delivers the signed counterparts of a Task Order to Owner, Provider shall also deliver to Owner the performance bond and payment bond (if the Task Order requires Provider to furnish such bonds).

B. *Evidence of* Provider*'s Insurance*: When Provider delivers the signed counterparts of a Task Order to Owner, Provider shall also deliver to Owner, with copies to each additional insured (as identified in the Master Agreement), the certificates, endorsements, and other evidence of insurance required to be provided by Provider in accordance with the Contract Documents and the applicable Task Order.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Task Order, and all required bonds and insurance documentation, as applicable, Owner shall promptly deliver to Provider, with copies to each additional insured (as identified in the Master Agreement), the certificates and other evidence of insurance required to be provided by Owner under the terms of the applicable Task Order.

D. The Provider hereby certifies that the Provider is licensed with the Construction Providers Board in accordance with ORS 701.035 to 701.055 and, further, that all Subcontractors performing work as described in ORS 701.025(2) (i.e., construction work) will be licensed with the Construction Providers Board in accordance with ORS 701.035 to 701.055 before the Subcontractors commence Work that constitutes construction work under each applicable Task Order.

2.02 *Copies of Documents*

A. Owner shall furnish to Provider one (1) copy in electronic portable document format (PDF) of the Contract Documents including one fully signed counterpart of the Master Agreement and each Task Order. Provider may request up to three (3) printed copies of the Contract Documents (including one fully signed counterpart of the Master Agreement and each Task Order). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Master Agreement and each Task Order, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Master Agreement and each Task Order available to Provider for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of a Task Order (or as otherwise required by the Task Order), Provider shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the applicable Work, including any Milestones specified in the Task Order;

    a. The Progress Schedule will be acceptable to Owner and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Contract Times.

    b. Such acceptance will not impose on Owner or Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of Provider's performance of its obligations under the Task Order, nor interfere with or relieve Provider from Provider's full responsibility therefor.

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work to be performed pursuant to the Task Order, which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work, if applicable. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

B. No progress payment will be made to Provider until an acceptable Progress Schedule and acceptable schedule of Submittals are submitted to Owner and Engineer (and other conditions applicable to progress payments are met).

2.04 *Preliminary Conference*

A. Within 20 days after a Task Order's Contract Times start to run, a conference attended by Owner, Provider, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment, a conference, attended by Provider, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No payment will be made to Provider until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Provider from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Provider will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract Documents, the Owner, Engineer, and Provider may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract Documents.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract Documents regarding communications between and among the parties and their subcontractors and consultants.

e. Electronic files shall be transmitted in electronic portable file (.PDF) format unless noted otherwise in the Contract Documents.

f. Nothing herein negates any obligation 1) in the Contract Documents to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 19.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 15 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Provider, not reasonably anticipated under the original EDP, Provider may seek an adjustment in price or time under the appropriate process in the Contract Documents.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other

communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract Documents, or after termination of the Project document archive, if one is established, for as long as required by the Contract Documents and as each party deems necessary for its own purposes.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

    a. Prior to using any updated version of the software required in this paragraph for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce, furnish, or provide the indicated Work will be provided, whether or not specifically called for, at no additional cost to Owner. It is the intent of the Contract Documents to describe a functionally complete Work (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Master Agreement and all Contract Documents supersede prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be

valid and binding upon Owner and Provider, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Standards Specifications, Codes, Laws and Regulations*

A. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect on the Effective Date of the applicable Task Order, except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Provider, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

C. The provisions of the Contract Documents shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Dayton, Oregon. Any action or suits involving any question arising under this Master Agreement must be brought in the appropriate court in Yamhill County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon. Provider, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this paragraph be construed as a waiver of the Owner of any form of defense or immunity.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. Provider*'s Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Provider shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Provider shall promptly report in writing to Engineer (or if the applicable Task Order is assigned, then directly to Contractor/Assignee) any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Provider, that Provider discovers, or has actual knowledge of. Provider shall

not proceed with any Work affected thereby (except in an emergency as required by Paragraph 7.07) until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer (or if the applicable Task Order is assigned, then directly to Contractor/Assignee), or by an amendment or supplement to the Task Order issued pursuant to Article 12.

2. Provider shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Provider had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the furnishing and performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until each final payment, Provider and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents and/or an applicable Task Order (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents and applicable Task Order, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents and applicable Task Order, and judge of the acceptability of the Work.

1. After assignment (if any) Provider shall submit such matters directly to Contractor/Assignee for response or administration.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Contract Documents or applicable Task Order. Engineer's written clarification, interpretation, or decision will be final and binding on Provider, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Provider in writing that Engineer is unable to provide a decision or interpretation. If Owner and Provider are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 13.

3.05 *Reuse of Documents*

A. Provider and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Work or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Master Agreement and each applicable Task Order. Nothing herein precludes Provider from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The applicable Contract Times will commence to run on the Effective Date of each Task Order.

4.02 *Starting the Work and Continuing Performance*

A. Provider shall start to perform the Work as identified in each Task Order. No Work may be done at the Site prior to such date.

B. Provider shall adhere to the Progress Schedule established in accordance with Paragraph 2.05, as duly adjusted, and the Work will be provided within the Contract Times.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Provider to proceed with the Work. Provider shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Provider shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Provider shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Provider shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any applicable provisions of the Specifications.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

B. Provider shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner, unless otherwise expressly provided or directed by Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 17.04, or as Owner and Provider may otherwise agree in writing.

4.05 *Delays*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Provider shall be entitled to an equitable adjustment in applicable Contract Price or Contract Times.

B. Provider shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Provider. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier, or any other person or entity for whom Provider is responsible, shall be deemed to be within the control of Provider.

C. If Provider's performance or progress is delayed, disrupted, or interfered with by Force Majeure events, or events for which Owner is solely responsible, then Provider shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Provider's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times or Contract Price under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8);

4. Inspection delays by governmental authorities and custom delays (but in no event tariff related delays or costs);

5. International shipping delays;

6. Pandemics and epidemics; and

7. Acts of war or terrorism.

D. Provider's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Provider's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Provider shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Provider. Such a concurrent delay by Provider shall not preclude an adjustment of Contract Times to which Provider is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 12.

E. Each request or Change Proposal seeking an adjustment to Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 12.08.

Provider shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised Progress Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents or an applicable Task Order, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.02 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

**ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Applicability*

A. This Article 5 applies to Work completed pursuant to a Procurement and Installation Task Order.

5.02 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Provider in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Provider must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Provider with a current statement of record legal title and legal description of the lands upon which permanent improvements are

to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Provider shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.03 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Provider shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Provider has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Provider shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Provider's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Provider or those for which Provider is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Provider or those for which Provider is responsible, Provider shall (a) take immediate corrective or remedial action as required by Paragraph 7.14, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold harmless Owner and Engineer, and the partners, employees, agents, consultants, elected and appointed officials, and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Provider's performance of the Work, or because of other actions or conduct of the Provider or those for which Provider is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Provider shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work, Provider shall clean the Site and the Work and make it ready for utilization by Owner. At the final completion of the Work, Provider shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents and applicable Task Order.

D. *Loading of Structures*: Provider shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Provider subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.04 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: Provider shall identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.06, and not in the drawings referred to in Paragraph 5.04.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by* Provider *on Technical Data*: Provider may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents and an applicable Task Order with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Provider may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.58.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Provider may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Provider's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Provider, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Provider, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Provider interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.05 *Differing Subsurface or Physical Conditions*

A. *Notice by* Provider: If Provider believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Provider is entitled to rely as provided in Paragraph 5.04 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents and applicable Task Order; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents and applicable Task Order;

then Provider shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.07), notify Owner and Engineer in writing about such condition. Provider shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Provider to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.05.A; obtain any pertinent cost or schedule information from Provider; prepare recommendations to Owner regarding the Provider's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to* Provider *Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Provider (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Provider, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Provider to resume such Work.

E. *Possible Price and Times Adjustments*

1. Provider shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Provider's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. Such condition must fall within any one or more of the categories described in Paragraph 5.05.A;

   b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 14.03; and,

   c. Provider's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Provider shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Provider knew of the existence of such condition at the time Provider made a commitment to Owner with respect to Contract Price and Contract Times by the execution of the applicable Task Order, or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements, Contract Documents, and/or applicable Task Order to be conducted by or for Provider prior to Provider's making such commitment; or

    c. Provider failed to pause the Work or give the written notice required by Paragraph 5.05.A.

3. If Owner and Provider agree regarding Provider's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Provider may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Provider regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.06 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.07 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.04 and 5.05 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.06 *Underground Facilities*

A. *Provider's Responsibilities*: Unless it is otherwise expressly provided in the Contract Documents or applicable Task Order, the cost of all of the following shall be included in the Contract Price, and Provider shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents or applicable Task Order as being within the area affected by the Work, by exposing such Underground Facilities during the performance of the Work;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during the performance of the Work; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Provider*: If Provider believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or

indicated on the Drawings with reasonable accuracy, then Provider shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.07), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Provider) regarding the Provider's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Provider; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Provider shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to* Provider *Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Provider (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Provider, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Provider to resume such Work.

F. *Possible Price and Times Adjustments*

1. Provider shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Provider's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 14.03;

b. Provider's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Provider gave the notice required in Paragraph 5.06.B.

2. If Owner and Provider agree regarding Provider's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Provider may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Provider regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at each Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Provider's remedies are limited to those set forth in this Paragraph 5.06.F.

5.07 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Owner shall identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Provider on Technical Data Authorized*: Provider may rely upon the accuracy of the Technical Data expressly identified by Owner with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Provider may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.58.b. Except for such reliance on Technical Data, Provider may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Provider's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Provider, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Provider interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Provider shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents or applicable Task Order to be within the scope of the Work.

D. Provider shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Provider, Subcontractors, Suppliers, or anyone else for

whom Provider is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Provider encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents or applicable Task Order as being within the scope of the Work, or if Provider or anyone for whom Provider is responsible creates a Hazardous Environmental Condition, then Provider shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.07); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Provider the written notice required by Paragraph 5.07.F. If Provider or anyone for whom Provider is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Provider shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Provider either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Provider cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Provider, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Provider may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 12.07, and 12.08.

H. If, after receipt of such written notice, Provider does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 12. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Provider shall indemnify, defend, and hold harmless Owner and Engineer, and the employees, agents, consultants, elected and appointed officials, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Provider or by anyone for whom Provider is responsible, or to a Hazardous Environmental Condition created by Provider or by anyone for whom Provider is responsible. Nothing in this Paragraph 5.07.I obligates Provider to

indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. The provisions of Paragraphs 5.04, 5.05, and 5.06 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

**ARTICLE 6—BONDS AND INSURANCE**

6.01 *Performance, Payment, and Other Bonds*

A. Provider shall furnish a performance bond and a payment bond, in accordance with the terms of the each fully executed Task Order, as security for the faithful performance and payment of Provider's obligations under the Contract Documents. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 16.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Master Agreement. Each required bond shall be for the full value of the applicable Task Order's Contract Price.

B. Provider shall also furnish such other bonds (if any) as are required by the Supplementary Conditions, or other provisions of the Master Agreement.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of a Task Order, if any, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Provider shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Provider is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Provider shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Provider has failed to obtain a required bond, Owner may exclude the Provider from the Site and exercise Owner's termination rights under Article 17.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Provider shall obtain and maintain insurance as required in the Contract Documents and each fully executed Task Order.

B. All insurance required by the Contract Documents to be purchased and maintained by Owner or Provider shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions or a Task Order, all companies that provide insurance policies required under this Master Agreement shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Master Agreement, unless expressly allowed in the Supplementary Conditions or a Task Order.

D. Provider shall deliver to Owner, with copies to each additional insured identified in the applicable Task Order, certificates of insurance and endorsements establishing that Provider has obtained and is maintaining the policies and coverages required by the Master Agreement and applicable Task Order. Upon request by Owner or any other insured, Provider shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Provider, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Master Agreement and applicable Task Order.

E. Owner shall deliver to Provider, with copies to each additional insured identified in the applicable Task Order, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract Documents and applicable Task Order. Upon request by Provider or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Master Agreement and applicable Task Order.

F. Failure of Owner or Provider to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Provider to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Provider, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Provider, and Provider cannot rely upon Owner's liability policies for any of Provider's obligations to the Owner, Engineer, or third parties.

H. Provider shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Work, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions or applicable Task Order as additional

insureds on Provider's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Work.

I. If either party does not purchase or maintain the insurance required of such party by the Master Agreement or applicable Task Order, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Provider has failed to obtain and maintain required insurance, Provider's entitlement to enter or remain at the Site or Point of Destination, as applicable, will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 17.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Master Agreement and applicable Task Order necessarily will be adequate to protect Provider or Provider's interests. Provider is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Provider deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Master Agreement, applicable Task Order, or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Master Agreement and applicable Task Order will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

O. Failure of Owner to demand certificates of insurance or other evidence of Provider's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Provider's obligation to maintain such insurance.

P. Upon assignment of a Task Order and the applicable terms of the Contract Documents, if any, Provider shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.

6.03 *Provider's Insurance*

A. *Required Insurance*: Provider shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements identified herein:

1. Workers Compensation at statutory limits.

2. Commercial general liability as follows:

| Commercial General Liability | Policy limits of not less than |
|---|---|
| General aggregate | $2,000,000 |
| Products – completed operations aggregate | $2,000,000 |
| Personal and Advertising Injury | $2,000,000 |
| Each occurrence | $2,000,000 |

3. Automobile liability as follows:

| Automobile Liability | Policy limits of not less than |
|---|---|
| Combined single limit (bodily injury and property damage) | $2,000,000 |

4. Professional Liability as follows:

| Contractor's professional liability | Policy limit of not less than |
|---|---|
| Each claim | $3,000,000 |
| Annual aggregate | $3,000,000 |

5. Excess Umbrella Liability Coverage: Provider shall provide excess umbrella liability coverage, on an occurrence basis, issued as broad form excess to all other professional liability, errors and omissions, commercial general liability, and commercial auto liability coverage's not less than $5,000,000.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until each applicable scope of Work is complete (as set forth in Paragraph 16.06.D), and longer if expressly required elsewhere in this Master Agreement or an applicable Task Order, and at all times thereafter when Provider may be correcting, removing, or replacing non-conforming or defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the applicable Task Order;

4. apply with respect to the performance of the Work, whether such performance is by Provider, any Subcontractor or Supplier, or by anyone directly or indirectly employed by

any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Provider's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Master Agreement or applicable Task Order, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions or applicable Task Order;

2. include coverage for the respective officers, elected and appointed officials, directors, members, partners, employees, agents, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Provider's acts or omissions, or the acts and omissions of those working on Provider's behalf, in the performance of Provider's operations.

6.04 *Builder's Risk and Other Property Insurance (For Work completed under a Procurement and Installation Task Order only)*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions or a Task Order, Provider is not required to purchase and/or maintain builder's risk insurance in connection with the Work.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 16.06.D.

C. *Property Insurance for Substantially Complete Facilities*: promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 16.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 16.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Provider) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an

endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Master Agreement and applicable Task Order do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Provider elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Provider's expense.

6.05 *Property Losses; Subrogation (for Work completed under a Procurement and Installation Task Order only)*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions or a Task Order), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder.

1. Owner and Provider waive all rights against each other and the respective officers, directors, elected and appointed officials, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Provider as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 16.04, after Substantial Completion pursuant to Paragraph 16.03, or after final payment pursuant to Paragraph 16.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Provider, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Provider shall be responsible for assuring that each subcontract contains provisions whereby the Subcontractor waives all rights against Owner, all individuals or entities identified in the Supplementary Conditions or applicable Task Order as insureds, and the officers, directors, members, elected and appointed officials, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of,

relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds (For Work completed under a Procurement and Installation Task Order only)*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Master Agreement or applicable Laws and Regulations.

C. If no other special agreement is reached, Provider shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—PROVIDER'S RESPONSIBILITIES**

7.01 *Performance of Obligations*

A. Provider shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction necessary to perform its obligations in accordance with the Contract Documents and each fully executed Task Order.

B. If the Contract Documents or a Task Order note, or Provider determines, that professional engineering or other design services are needed to carry out Provider's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Provider shall cause such services to be provided by a properly licensed design professional, at Provider's expense. Such services are not Owner-delegated professional design services under this Master Agreement, and neither Owner nor Engineer has any responsibility with respect to (1) Provider's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Provider, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

C. Provider shall coordinate the provision of any Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 *Supervision and Superintendence*

A. Provider shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents and Task Order(s).

B. At all times during the progress of the Work, Provider shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

C. Any person employed on the Project, by the Provider or a Subcontractor, who, in the opinion of the Engineer, does not act in a courteous and professional manner towards the adjacent property owners, the traveling public, or Owner shall, at the written request of the Engineer, be removed from the Project. That employee shall not return to work on the Project without the approval of the Engineer.

7.03 *Labor; Working Hours*

A. Provider shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents and Task Order(s). Provider shall maintain good discipline and order at the Site.

B. Provider shall be fully responsible to Owner and Engineer for all acts and omissions of Provider's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Provider is responsible for Provider's own acts and omissions.

7.04 *Goods, Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents or Task Order(s), Provider shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents or a Task Order.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents or a Task Order. All special warranties and guarantees required by the Specifications or otherwise provided will expressly run to the benefit of Owner. If required by Engineer, Provider shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents or a Task Order.

D. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Contract Documents or a Task Order, must be:

1. new, and of good quality;

2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and

3. shop-assembled to the greatest extent practicable.

7.05 *Concerning Subcontractors and Suppliers*

A. Provider may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Provider's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve

Provider's obligation to Owner to perform and complete the Work in accordance with the Contract Documents and applicable Task Order.

B. Provider shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract Documents or applicable Task Order to do so.

C. Subsequent to the submittal of Provider's Bid or final negotiation of the terms of a Task Order, Owner may not require Provider to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Provider has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Provider shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Provider shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Master Agreement or a Task Order, either in whole or in part, without the Owner's prior written consent. Unless otherwise agreed by the Owner in writing, such consent shall not relieve the Provider of any obligations under the Master Agreement or applicable Task Order. Any assignee or transferee shall be considered the agent of the Provider and be bound to abide by all provisions of the Master Agreement and/or applicable Task Order. If the Owner consents in writing to an assignment, sale, disposal or transfer of the Provider 's rights or delegation of Provider 's duties, the Provider and its surety, if any, shall remain liable to the Owner for complete performance of the Master Agreement as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Owner otherwise agrees in writing.

F. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Provider to retain specific replacements; provided, however, that Owner may not require a replacement to which Provider has a reasonable objection. If Provider has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Provider shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

G. If Owner requires the replacement of any Subcontractor or Supplier retained by Provider to perform any part of the Work, then Provider shall be entitled to an adjustment in Contract Price or Contract Times with respect to the replacement, and Provider shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

H. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents and applicable Task Order.

I. On a monthly basis, Provider shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Provider, and of all other Subcontractors and Suppliers known to Provider at the time of submittal.

J. Provider shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

K. The divisions and sections of the Specifications and the identifications of any Drawings do not control Provider in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

L. *Subcontractor and Supplier Contracting Requirements*

1. Provider further agrees that if Subcontractors are employed in the performance of this Master Agreement or applicable Task Order, the Provider and its Subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

2. All Work performed for Provider by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Master Agreement and applicable Task Order for the benefit of Owner and Engineer.

M. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Provider for Work performed for Provider by the Subcontractor or Supplier.

N. Provider shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Provider or in case of an emergency, or as otherwise expressly allowed in these Contract Documents or a Task Order.

7.06 *Hazard Communication Programs*

A. Provider shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site or Point of Destination in accordance with Laws or Regulations.

7.07 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site, the Point of Destination, or adjacent thereto, Provider is obligated to act to prevent damage, injury, or loss. Provider shall give Engineer prompt written notice if Provider believes that any significant changes in the Work or variations from the Contract Documents or applicable Task Order have been caused by an emergency, or are required as a result of Provider's response to an emergency. If Engineer determines that a change in the Contract Documents or Task Order(s) is required because of an emergency or Provider's response, a Work Change Directive or Change Order will be issued.

7.08 *"Or Equals"*

A. *Provider's Request; Governing Criteria*: Whenever an item of equipment or material to be incorporated into the Work is specified or described in the Contract Documents or a Task Order by using the names of one or more proprietary items or specific Suppliers or manufacturers, the Contract Price has been based upon Provider furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Provider may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Provider is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item.

2. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that the proposed item:

      1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Work as a functioning whole;

      3) has a proven record of performance and availability of responsive service; and

      4) is not objectionable to Owner.

   b. Provider certifies that, if the proposed item is approved and incorporated into the Work:

      1) there will be no increase in the Contract Price or Contract Times; and

      2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. Provider*'s Expense*: Provider shall provide all data in support of any proposed "or equal" item at Provider's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Provider to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Provider in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Provider shall remain obligated to comply with the requirements of the Contract Documents and applicable Task Order.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Special Guarantee*: Owner may require Provider to furnish at Provider's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

7.09 *Intellectual Property and License Fees*

A. Provider shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents or applicable Task Order for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment

of any license fee or royalty to others, the existence of such rights will be disclosed in the applicable Task Order. Except to the extent stated elsewhere in the Contract Documents or a Task Order, Provider is not transferring any patent rights, copyrights, or other intellectual property rights for any Goods delivered.

B. All work products of the Provider that result from this Master Agreement or applicable Task Order, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of Owner. Draft documents and preliminary work submitted to the Owner for review and comment shall not be considered as owned, used or retained by the Owner until the final document is submitted. The Owner shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Preexisting trade secrets of the Provider shall be noted as such and shall not be considered as a work product of this Master Agreement or applicable Task Order. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

C. Use of any work product of the Provider by the Owner for any purpose other than the use intended by this Master Agreement and applicable Task Order(s) is at the risk of the Owner. Use of any work product by Provider is prohibited without the written consent of the Owner. All documents or other materials submitted to Owner by Provider shall become the sole and exclusive property of Owner. Such materials are subject to Oregon Public Records Laws.

D. To the fullest extent permitted by Laws and Regulations, Provider shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, elected and appointed officials, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents or applicable Task Order.

7.10 *Permits*

A. Unless otherwise provided in the Contract Documents or a Task Order, Provider shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Provider, when necessary, in obtaining such permits and licenses. Provider shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the full execution of the applicable Task Order). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.11 *Taxes*

A. Provider shall pay all sales, consumer, use, and other similar taxes required to be paid by Provider in accordance with the Laws and Regulations of the place of the Work which are applicable during the performance of the Work. All taxes and duties are included in the Contract Price, except as noted in the Supplementary Conditions or applicable Task Order.

7.12 *Laws and Regulations*

A. Provider shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Provider's compliance with any Laws or Regulations.

B. If Provider performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Provider shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, elected and appointed officials, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Provider's responsibility to make certain that the Work described in the Contract Documents and applicable Task Order(s) is in accordance with Laws and Regulations, but this does not relieve Provider of its obligations under Paragraph 3.03.

C. Owner or Provider may give written notice to the other party of any changes after the date when Provider became bound under each fully executed Task Order in Laws or Regulations having an effect on the cost or time of performance of the particular Work covered by such Task Order, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Provider are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Provider may submit a Change Proposal, or Owner may initiate a Claim.

7.13 *Record Documents*

A. Provider shall maintain in a safe place one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, Task Orders, written interpretations and clarifications, and approved Shop Drawings. Provider shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Provider shall deliver these record documents to Engineer.

B. Provider agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Master Agreement and each applicable Task Order during the term of this Master Agreement and for a minimum of six (6) years after the expiration or termination date of this Master Agreement, or for a minimum of six (6) years after all other pending matters in connection with this Master Agreement are closed, whichever is longer. The Owner and its duly authorized representatives shall have access, for a period not less than six (6) years to books, documents, papers and records of Provider which are pertinent to the Contract Documents and each Task Order including records pertaining to overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Master Agreement is involved in litigation, Provider shall retain all pertinent records until all litigation is resolved. The Owner and/or its agents will continue to be provided full access to the records during litigation.

7.14 *Safety and Protection*

A. Provider shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. If Owner or its representatives visit the Provider's manufacturing or storage facilities, for testing, inspection, or other purposes, Provider shall inform Owner in advance of any safety preparations, standards, or programs with which Owner and its representatives must comply.

C. Provider shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

D. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site, at the Point of Destination, or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site or on or off the Point of Destination; and

3. other property at the Site, the Point of Destination, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of Task Order performance.

E. All damage, injury, or loss to any property referred to in Paragraph 7.14.D.2 or 7.14.D.3 caused, directly or indirectly, in whole or in part, by Provider, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Provider at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the negligent acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable).

F. Provider shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

G. Provider shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Provider); and other contractors and utility owners performing work at or adjacent to the Site or Point of Destination, in writing, when Provider knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

H. Provider shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions, Specifications, or applicable Task Order. When Provider's personnel, or the personnel of any Subcontractor to Provider, are present at the Point of Destination, the Site, or any work area controlled by Owner, the Provider shall be responsible for the compliance by such personnel with any applicable requirements of Owner's safety programs that are made known to Provider.

I. Provider shall inform Owner and Engineer of the specific requirements of Provider's safety program with which Owner's and Engineer's Subcontractors, employees and representatives must comply while at the Site or the Point of Destination.

J. Provider's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Provider in accordance with Paragraph 16.06.C that the Work is acceptable, and, Provider has left the Site or Point of Destination (except as otherwise expressly provided in connection with Substantial Completion).

K. Provider's duties and responsibilities for safety and protection will resume whenever Provider or any Subcontractor or Supplier returns to the Site or other location of the Goods to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents or applicable Task Order.

7.15 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Provider shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work, the Contract Documents, and the applicable Task Order;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) if applicable to the particular Task Order, all information relative to Provider's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Provider has satisfied Provider's obligations under the Contract Documents and applicable Task Order with respect to Provider's review of that Submittal, and that Provider approves the Submittal.

3. With each Shop Drawing or Sample, Provider shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents and applicable Task Order. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Provider shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

    a. Provider shall submit the number of copies required in the Specifications.

    b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Provider proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.15.C.

2. *Samples*

    a. Provider shall submit the number of Samples required in the Specifications.

    b. Provider shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.15.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents, a particular Task Order, or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Provider.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents and particular Task Order, and be compatible with the design concept of the completed Work as a functioning whole as indicated by the Contract Documents and particular Task Order.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Provider from responsibility for any variation from the requirements of the Contract Documents and applicable Task Order unless Provider has complied with the requirements of Paragraph 7.15.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents and/or applicable Task Order in a Field Order or other appropriate Master Agreement modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Provider from responsibility for complying with the requirements of Paragraphs 7.15.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents or an applicable Task Order, will not, under any

circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Provider shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.15.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Provider shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Provider shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Provider shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Provider shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Provider to secure reimbursement for such charges.

3. If Provider requests a change of a previously approved Shop Drawing or Sample, Provider shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Provider to secure reimbursement for such charges, unless the need for such change was unforeseeable and is beyond the control of Provider.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Provider shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents and applicable Task Order.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents and applicable Task Order as to general form and content of the Submittal.

   d. If any such Submittal is not accepted, Provider shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

7.16 *Provider's General Warranty and Guarantee*

A. Provider warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and applicable Task Order and will not be non-conforming or defective in materials and workmanship and shall in all material respects comply with the terms of the Contract Documents and each applicable Task Order. Further, Provider warrants and guarantees to Owner that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Provider shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 16.08 and any other manufacturers warranties or other warranties that Provider passes on to Owner. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.16 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 16.08:

   1. Owner shall give Provider written notice of any non-conforming or defective Work within 60 days of the discovery that such Work is non-conforming or defective; and

   2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 13.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Provider's warranty and guarantee hereunder excludes defects or damage caused by:

   1. abuse, or improper modification, maintenance, or operation, by persons other than Provider, Subcontractors, Suppliers, or any other individual or entity for whom Provider is responsible;

   2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Owner in the Contract Documents or applicable Task Order and the Contract Documents or applicable Task Order required the Goods to withstand such conditions;

   3. use of Goods in a manner contrary to Provider's written instructions for installation, operation, and maintenance; or

   2. normal wear and tear under normal usage.

D. Provider's obligation to perform and complete the Work in accordance with the Contract Documents and applicable Task Order is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents and applicable Task Order, a release of Provider's obligation to perform the Work in accordance with the Contract Documents and applicable Task Order, or a release of Owner's warranty and guarantee rights under this Paragraph 7.16:

   1. Observations by Owner or Engineer;

   2. Recommendation by Engineer or payment by Owner of any payment;

   3. Delivery acceptance or other general acceptance of any Goods by Owner or Engineer, or any failure to do so;

   4. Use of the Goods by Owner;

5. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

6. Use or occupancy of the Work or any part thereof by Owner;

7. Any review and approval of a Shop Drawing or Sample submittal;

8. The issuance of a notice of acceptability by Engineer;

9. The end of the correction period established in Paragraph 16.08;

10. Any inspection, test, or approval by others; or

11. Any correction of defective or non-conforming Work by Owner.

E. Owner shall promptly notify Provider of any breach of Provider's warranties and guarantees.

F. If the Master Agreement or an applicable Task Order requires the Provider to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Provider's performance obligations to Owner for the Work described in the assigned contract.

7.17 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Provider under the Master Agreement or otherwise, Provider shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, elected and appointed officials, and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from claims or actions relating to or resulting from the acts or omissions of Provider, or Provider's Subcontractors or Suppliers, or any individual or entity directly or indirectly employed by any of them to perform any of the Work pursuant to this Master Agreement and each fully executed Task Order.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, elected or appointed officials, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Provider, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.17.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Provider or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The terms of this Paragraph 7.17 shall survive termination or expiration of these Contract Documents and all Task Orders.

D. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify, defend, and hold harmless Provider, and the officers, directors, members, partners, employees, agents, and subcontractors of Provider, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from claims or actions relating to or resulting from the acts or omissions of Owner, or Owner's employees or agents, except to the extent caused by the negligence or willful misconduct of Provider.

**ARTICLE 8—OTHER WORK AT THE SITE**

8.01 *Applicability*

A. This Article 8 applies to Work completed pursuant to a Procurement and Installation Task Order.

8.02 *Other Work*

A. In addition to and apart from the Work under the Contract Documents and executed Task Orders, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Provider written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Provider.

C. Provider shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Provider shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Provider shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Provider may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Provider's Work depends upon work performed by others, Provider shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Provider's Work. Provider's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Provider's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Provider is governed by the provisions of Paragraph 4.05.C.3.

8.03 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions, the applicable Task Order, or provided to Provider prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions or applicable Task Order, Owner shall have sole authority and responsibility for such coordination.

8.04 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Provider or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Provider shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Provider must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Provider in the Contract Documents or applicable Task Order prior to the final negotiation of the terms of the applicable Task Order, and any remedies available to Provider under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Provider assigning to Owner all Provider's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Provider's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Provider shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Provider fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Provider, and assign to such other contractor or utility owner the Owner's contractual rights against Provider with respect to the breach of the obligations set forth in this Paragraph 8.04.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Provider shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Provider's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Provider.

C. If Provider damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Provider's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Provider's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Provider, Owner, or Engineer, then Provider shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the

claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, elected and appointed officials, and subcontractors of eachand any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

**ARTICLE 9—OWNER'S RESPONSIBILITIES**

9.01 *Communications to Provider*

A. Except as otherwise provided in these General Conditions or a Task Order, Owner shall issue all communications to Provider through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Provider makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Provider when they are due as provided in the Contract Documents.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.02.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Provider copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 21.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 15.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Provider's means, methods, techniques, sequences, or procedures of

construction, or the safety precautions and programs incident thereto, or for any failure of Provider to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Provider's failure to perform the Work in accordance with the Contract Documents and applicable Task Order(s).

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.07.

9.11 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Provider's safety programs of which Owner has been informed and which do not contradict the Laws and Regulations or any Owner safety program.

B. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Owner's own safety programs.

C. Owner shall furnish copies of any applicable Owner safety programs to Provider.

**ARTICLE 10 -- SHIPPING AND DELIVERY**

10.01 *Applicability*

A. This Article 10 applies to Work completed pursuant to a Procurement Task Order.

10.02 *Shipping*

A. Provider shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery of the Goods.

10.03 *Delivery*

A. Provider shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Contract Times set forth in the applicable Task Order, or other date agreed to by Owner and Provider.

B. At least 10 days before shipment, Provider shall provide written notice to Owner of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload, store, maintain and care for the Goods. Provider shall also require the carrier to give Owner at least 24 hours' notice by telephone prior to the anticipated time of delivery.

C. Unless otherwise stated in a particular Task Order, Owner will be responsible and bear all costs for unloading the Goods from carrier.

D. Owner will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Owner and Provider.

E. No partial deliveries will be allowed, unless permitted or required by the applicable Task Order or agreed to in writing by Owner.

F. Provisions governing inspection on delivery are set forth in Paragraph 15.02.

10.04 *Risk of Loss*

A. Risk of loss and insurable interests transfer from Provider to Owner upon Owner's receipt of

the Goods.

B. Notwithstanding the provisions of Paragraph 10.03.A, if Owner rejects the Goods as nonconforming or defective, the risk of loss on such Goods will remain with Provider until Provider corrects the non-conformity or defect or Owner accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Provider shall be responsible for arranging adequate protection and maintenance of the Goods at Provider's expense.

**ARTICLE 11 —ENGINEER'S STATUS DURING WORK**

11.01 *Owner's Representative*

A. Engineer will be Owner's representative during the term of each Task Order until assignment (if any). The duties and responsibilities and the limitations of authority of Engineer as Owner's representative are set forth in the Contract Documents.

11.02 *Visits to Site*

A. With respect to Work completed under Procurement and Installation Task Orders, Engineer will make visits to the Site at intervals appropriate to the various stages of the Work as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Provider's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents and applicable Task Order. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective or non-conforming Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 11.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Provider's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Provider's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Provider to comply with Laws and Regulations applicable to the performance of the Work.

11.03 *Resident Project Representative*

A. This paragraph 11.03 applies to Work completed under Procurement and Installation Task Orders.

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. *General*: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Provider. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Provider. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules*: Review the Progress Schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Provider and consult with Engineer concerning acceptability.

3. *Conferences and Meetings*: As invited, attend meetings with Provider, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison*:

    a. Serve as Engineer's liaison with Provider. Working principally through Provider's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents and fully executed Task Orders.

    b. Assist Engineer in serving as Owner's liaison with Provider when Provider's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents*: Report to Engineer when clarifications and interpretations of the Contract Documents are needed, and transmit to Provider clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples*:

    a. Record date of receipt of Samples and Provider -approved Shop Drawings.

    b. Receive Samples which are furnished at the Site by Provider, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Provider of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications*: Consider and evaluate Provider's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Provider in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective or Non-Conforming Work*:

    a. Conduct on-Site observations of Provider's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents and applicable Task Order.

    b. Report to Engineer whenever RPR believes that any part of Provider's Work in progress is defective or non-conforming, will not produce a completed Project that conforms generally to the Contract Documents and applicable Task Order, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and applicable Task Order, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups*:

    a. Observe that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Provider maintains adequate records thereof.

    b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. *Records*:

    a. Prepare a daily report or keep a diary or log book, recording Provider's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

    b. Record names, addresses, e-mail addresses, web site locations, and telephone numbers of Provider s, Subcontractors, and major Suppliers of materials and equipment.

    c. Maintain records for use in preparing Project documentation.

11. *Reports*:

    a. Furnish to Engineer periodic reports as required of progress of the Work and of Provider's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

    b. Recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Provider.

    c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, Force Majeure events endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. *Payment Requests*: Review applications for payment with Provider for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals*: During the course of the Work, observe if materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents and applicable Task Order to be assembled and furnished by Provider are applicable to the items actually installed and in accordance with the Contract Documents and applicable Task Order, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*:

a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion, and the preparation of a punch list of items to be completed or corrected prior to completion of the Work.

b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Provider, and prepare a final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or Task Order or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents or Task Order.

3. Undertake any of the responsibilities of Provider, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Provider's Work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Provider.

6. Participate in specialized field or laboratory tests or inspections conducted off-Site or outside the Point of Destination by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Provider.

8. Authorize Owner to occupy the Project in whole or in part.

11.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 15.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.15.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Provider in response to Owner's delegation (if any) to Provider of professional design services, is set forth in Paragraph 7.15.

D. Engineer's authority as to changes in the Work is set forth in Article 12.

E. Engineer's authority as to Applications for Payment is set forth in Article 16.

F. As set forth in Article 3, Engineer will be the initial interpreter of the Contract Documents and each Task Order and judge of the acceptability of the Work, and will issue clarifications, interpretations, and decisions regarding such issues.

11.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Provider as set forth in Paragraph 14.03.

11.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents and applicable Task Orders, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Provider, and will not be liable to Owner, Provider, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

11.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 11 or under any other provision of the Master Agreement or Task Order, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Provider, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Provider's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Provider to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Provider's failure to perform the Work in accordance with the Contract Documents or applicable Task Order.

C. Engineer will not be responsible for the acts or omissions of Provider or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Provider under Paragraph 16.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents and applicable Task Order.

E. The limitations upon authority and responsibility set forth in this Paragraph 11.07 also apply to the Resident Project Representative, if any.

11.08 *Compliance with Safety Program*

A. While at the Site or Point of Destination, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Provider's safety programs of which Engineer has been informed.

**ARTICLE 12—CHANGES TO THE MASTER AGREEMENT OR TASK ORDER**

12.01 *Amending and Supplementing the Master Agreement or a Task Order*

A. The Contract Documents or a fully executed Task Order may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the fully executed Task Order includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract Documents and Task Orders that involve (1) the performance, conformance, or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Provider may amend other terms and conditions of the Master Agreement or a Task Order without the recommendation of the Engineer.

12.02 *Change Orders*

A. Owner and Provider shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Provider has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 12.05, (b) required because of Owner's acceptance of defective or non-conforming Work under Paragraph 15.04 or Owner's correction of defective or non-conforming Work under Paragraph 15.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 12.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 13, Claims; Paragraph 14.02.D, final adjustments resulting from allowances; Paragraph 14.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Provider refuses to execute a Change Order that is required to be executed under the terms of Paragraph 12.02.A, it will be deemed to be of full force and effect, as if fully executed.

12.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 12.08 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Provider believes that an adjustment in Contract Times or Contract Price is necessary, then Provider shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

12.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Work as a functioning whole as indicated by the Contract Documents and applicable Task Order. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Provider, which shall perform the Work involved promptly.

B. If Provider believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Provider shall submit a Change Proposal as provided herein.

12.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Master Agreement or any Task Order, and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Provider have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Provider shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents and applicable Task Order.

C. Nothing in this Paragraph 11.05 obligates Provider to undertake work that Provider reasonably concludes cannot be performed in a manner consistent with Provider's safety obligations under the Contract Documents, applicable Task Order, or Laws and Regulations.

12.06 *Owner's Contingency Allowance*

A. The Owner's Contingency Allowance, if any such is set forth in the applicable Task Order, is for the sole use of Owner to cover unanticipated costs.

B. If Owner exercises its unilateral right to use all or a portion of the Owner's Contingency Allowance, Owner will issue a written directive that documents the costs to which the allowance is applied, Provider's entitlement to compensation, and the consequent reduction in such allowance.

C. Prior to final payment, the Contract Price, as set forth in the applicable Task Order, will be duly adjusted to account for any unused portion of the Owner's Contingency Allowance.

D. Each Task Order addresses the impact on Owner's Contingency Allowance of an assignment of the Task Order.

12.07 *Unauthorized Changes in the Work*

A. Provider shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents or fully executed Task Orders, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.07 or in the case of uncovering Work as provided in Paragraph 15.05.C.2.

12.08 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 12.10. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents or applicable Task Order, then by application of such unit prices to the quantities of the items involved (subject to the provisions of the applicable Task Order);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents or applicable Task Order, then by a mutually agreed lump sum(which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 121.08.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 14.01) plus a Provider's fee for overhead and profit (determined as provided in Paragraph 12.08.C).

C. *Provider's Fee*: When applicable, the Provider's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 14.01.B.1 and 14.01.B.2, the Provider's fee will be 15 percent;

b. For costs incurred under Paragraph 14.01.B.3, the Provider's fee will be 5 percent;

c. Where one or more tiers of Subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.08.C.2.a and 12.08.C.2.b is that the Provider's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13401.B.1 and 14.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Provider itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 14.01.B.4, 14.01.B.5, and 14.01.C;

e. The amount of credit to be allowed by Provider to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Provider's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 14.01.B (specifically, payroll costs, Paragraph 14.01.B.1; incorporated materials and equipment costs, Paragraph 14.01.B.2; Subcontract costs, Paragraph 14.01.B.3; special consultants costs, Paragraph 14.01.B.4; and other costs, Paragraph 14.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 12.07.C.2.a through 12.07.C.2.e, inclusive.

12.09 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 12.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

12.10 *Change Proposals*

A. *Purpose and Content*: Provider shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or a Task Order or relating to the acceptability of the Work under the Contract Documents or a Task Order; challenge a set-off against payment due; or seek other relief under the Master Agreement or applicable Change Order. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents or applicable Task Order. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Provider shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Provider shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

c. The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Provider believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Provider submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Provider's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Provider's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Provider. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Provider may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 13.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Provider, unless Owner or Provider appeals the decision by filing a Claim under Article 13.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Provider may choose to seek resolution under the terms of Article 13.

D. *Post-Completion*: Provider shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 16.06.

12.11 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents or a Task Order (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Provider's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 13—CLAIMS**

13.01 *Claims Process*: The following disputes between Owner and Provider are subject to the Claims process set forth in this Article:

A. Appeals by Owner or Provider of Engineer's decisions regarding Change Proposals;

B. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents or a particular Task Order;

C. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

D. Subject to the waiver provisions of Paragraph 16.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 16.06.B.

13.02 *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Master Agreement promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Provider seeking an increase in the Contract Times or Contract Price, Provider shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Provider's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Provider is entitled.

13.03 *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

13.04 *Mediation*

A. At any time after initiation of a Claim, Owner and Provider may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

B. If Owner and Provider agree to mediation, then after 60 days from such agreement, either Owner or Provider may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

C. Owner and Provider shall each pay one-half of the mediator's fees and costs.

13.05. *Partial Approva*l: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 18 for final resolution of disputes.

13.06 *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Provider may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 18 for the final resolution of disputes.

13.07 *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order

or other written document to the extent they affect the Master Agreement and the applicable Task Order(s), including the Work, the Contract Times, or the Contract Price.

**ARTICLE 14—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

14.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 14.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Provider is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Work, will not include any of the costs itemized in Paragraph 14.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Provider in the performance of the Work under schedules of job classifications agreed upon by Owner and Provider in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Provider unless Owner deposits funds with Provider with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Provider shall make provisions so that they may be obtained.

3. Payments made by Provider to Subcontractors for Work performed by Subcontractors. If required by Owner, Provider shall obtain competitive bids from subcontractors acceptable to Owner and Provider and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work

plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Provider's Cost of the Work and fee as provided in this Paragraph 14.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Provider's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site or Point of Destination, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Provider.

      1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Provider will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

   c. *Construction Equipment Rental*

      1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

      2) For Provider owned equipment, or for equipment rented or leased from lessor firms associated with or owned by the Provider, equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) at https://equipmentwatch.com/blue-book-cost-recovery/.

         a.) The hourly rates shall be developed by dividing the monthly Blue Book rates by 176 hours a month (the weekly, hourly and daily rates listed in the Blue Book shall not be used). For equipment rented or leased from lessor firms not owned by, or associated with, the Provider, the hourly rates shall be based on the Blue Book rates for the actual period of rental or lease. Rates in all cases shall be adjusted by application of the Rate Adjustment Tables, reductions for the machine age and equipment overhead, and regional adjustments.

b.) The allowable equipment rates for the first operating shift necessitated by the Change Order work shall not exceed 100% of the Blue Book rate, as adjusted, plus operating costs. The allowable equipment rates for the second operating shift and third operating shift necessitated by the Change Order work shall not exceed 50% of the Blue Book rate, as adjusted, plus operating costs.

c.) The allowable equipment rates for equipment at the site, and not in actual use, as a direct result of the changed work (standby equipment) shall be paid at 50% of the Blue Book rate after application of the rate adjustment tables with no operating costs applied. Payments for standby equipment shall come due only as long as the equipment was idled solely by the actions of the Owner, and that the idle period exceeds that normally experienced for such equipment. Reimbursement for standby equipment shall not exceed eight hours per day, and 40 hours per week. There will be no reimbursement for equipment idled at the discretion of the Provider, or by actions not under the control of the Owner, such as, but not limited to, acts of God, strikes or adverse weather conditions.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Deposits lost for causes other than negligence of Provider, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Provider in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Provider, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Provider's fee.

f. The cost of utilities, fuel, and sanitary facilities at the Site.

g. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

h. The costs of premiums for all bonds and insurance that Provider is required by the Contract Documents and applicable Task Order to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Provider's officers, executives, principals, general managers, construction managers, site superintendents (above the level of foreman) engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Provider, whether at the Site, the Point of Destination or in Provider's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.01.B.1 or specifically covered by Paragraph 14.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Provider's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Provider's principal and branch offices other than Provider's office at the Site or Point of Destination.
4. Any part of Provider's capital expenses, including interest on Provider's capital employed for the Work and charges against Provider for delinquent payments.
5. Costs due to the negligence of Provider, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.01.B.
8. Sales, consumer, use, and other similar taxes including Oregon Corporate Activity Tax (CAT) related to the Work, and for which Provider is liable, as imposed by laws and regulations except as otherwise identified in Paragraph 14.01.B.5.

D. *Provider's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    a. Provider's fee for the Work set forth in the applicable Task Order will be determined as set forth in the applicable Task Order.
    b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Provider's fee will be determined as follows:
        1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
        2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 12.08.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Provider's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 12.08.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 14, Provider and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Provider's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Provider's fee. Provider shall preserve all such documents for a period of six years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Provider.

14.02 *Allowances*

A. It is understood that Provider has included in the Contract Price all allowances so named in the Contract Documents and fully executed Task Orders and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Provider agrees that:

1. the cash allowances include the cost to Provider (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site or to the Point of Destination, and all applicable taxes; and

2. Provider's costs for unloading and handling on the Site or at the Point of Destination, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Provider agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Provider for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

14.03 *Unit Price Work*

A. Where the Contract Documents or applicable Task Order provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents or applicable Task Order.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Provider for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Provider to be adequate to cover Provider's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Provider. Engineer will review with Provider the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and

binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Provider, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Provider or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Provider differs by more than 25 percent from the estimated quantity of such item indicated; and

b. Provider's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Provider's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Provider.

3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 15—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

15.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work, as applicable, at reasonable times for their observation, inspection, and testing. Provider shall provide them proper and safe conditions for such access and advise them of Provider's safety procedures and programs so that they may comply with such procedures and programs as applicable.

15.02 *Tests, Inspections, and Approvals*

A. The Contract Documents and executed Task Order(s) specify required inspections and tests. Owner shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Provider's facility, at the Point of Destination, and at the Site. Provider shall allow Owner a reasonable time to perform such inspections or tests. Further, Provider shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Provider shall reimburse Owner for all expenses, except for travel, lodging, and subsistence expenses of Owner's and Engineer's representatives, for inspections and tests specified in the Contract Documents and applicable Task Order. If as the result of any such specified testing the Work is determined to be non-conforming or defective, then Provider shall also bear the travel, lodging, and subsistence expenses of Owner's and Engineer's representatives, and all expenses of re-inspection or retesting.

C. Provider shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspection and tests expressly required

by the Contract Documents as identified in Paragraph 15.02.D. Owner shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of defect or non-conformity); provided, however, that if as the result of any such non-specified inspections or testing the Work is determined to be non-conforming or defective, then Provider shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.

D. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Provider shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

E. Provider shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents or an applicable Task Order, unless the Contract Documents or applicable Task Order expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents and any applicable Task Order;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Provider's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

F. If the Contract Documents or a Task Order require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Provider shall assume full responsibility for arranging and obtaining such approvals.

G. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Provider without written concurrence of Engineer, Provider shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Provider's expense unless Provider had given Engineer timely notice of Provider's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

H. With respect to Work issued pursuant to a Procurement Task Order:

1. Provider shall provide Owner timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents and applicable Task Order specify are to be observed by Owner prior to shipment.

2. Owner will give Provider timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Provider will attend such tests, inspections, and approvals.

3. If, on the basis of inspections or testing, the Goods appear to be conforming and not defective, Owner will give Provider prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming or defective, Owner will give Provider prompt notice thereof and will advise Provider of the remedy Owner elects under the provisions of Paragraph 15.04.

4. Neither payments made by Owner to Provider prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming or defective Goods, or prejudice Owner's rights under the Master Agreement.

I. *Visual Inspection on Delivery*. With respect to Work issued pursuant to a Procurement Task Order:

1. Owner will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be nonconforming or defective.

2. If, on the basis of the visual inspection specified in Paragraph 15.02.I.1, the Goods appear to comply with the requirements of the Contract Documents and applicable Task Order as to quantities and condition and do not contain any apparent defects or non-conformities, then within 10 days of delivery Owner shall issue to Provider Owner's acknowledgment of the receipt of Goods.

J. *Final Inspection*. With respect to Work issued pursuant to a Procurement Task Order:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Provider has performed and completed all Special Services, Owner will make a final inspection.

2. If, on the basis of the final inspection, Owner determines that the Goods and Special Services are conforming, Owner's notice thereof will constitute Owner's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.

3. If, on the basis of the final inspection, the Goods and Special Services are nonconforming, Owner will identify the non-conformity in writing.

15.03 *Non-Conforming or Defective Work*

A. Provider*'s Obligation*: It is Provider's obligation to assure that the Work is not defective in materials or workmanship, and otherwise is not non-conforming.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective or non-conforming, and to reject defective or non-conforming Work.

C. *Notice of Defects*: Prompt written notice of all defective or non-conforming Work of which Owner or Engineer has actual knowledge will be given to Provider.

D. *Rejection of Work*: If Owner elects to reject the Work in whole or in part, Owner's notice to Provider will describe in sufficient detail the non-conforming or defective aspect of the Work. If Goods have been delivered to Owner, Provider shall promptly, and within the Contract Times, remove and replace the rejected Goods. Provider shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming or defective Work. Upon rejection of Goods, Owner retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

E. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective or non-conforming Work, Provider shall, at no cost to Owner and in response to written instructions from Owner, either correct all such defective or non-conforming Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective or non-conforming Work, remove it from the Project and replace it with Work that is not defective or non-conforming, including all work required for reinstallation.

F. *Remedying Non-Conforming or Defective Work*: If Owner elects to permit the Provider to modify the Work to correct the non-conformance or defect, then Provider shall promptly provide a schedule for such modifications and shall make the Work conforming and not defective within a reasonable time.

G. *Preservation of Warranties*: When correcting defective or non-conforming Work, Provider shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

H. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective or non-conforming Work, Provider shall pay all claims, costs, losses, and damages arising out of or relating to defective or non-conforming Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective or non-conforming Work, fines levied against Owner by governmental authorities because the Work is defective or non-conforming, and the costs of repair or replacement of work of others resulting from defective or non-conforming Work. Provider's obligations will include the costs of the correction or removal and replacement of the nonconforming or defective Work and the replacement of property of Owner and others destroyed by the correction or removal and replacement of the non-conforming or defective Work, and obtaining conforming and non-defective Work from others. Prior to final payment, if Owner and Provider are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective or non-conforming Work, then Owner may impose a reasonable set-off against payments due under Article 16.

15.04 *Acceptance of Defective or Non-Conforming Work*

A. If, instead of requiring correction or removal and replacement of defective or non-conforming Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Provider shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Provider. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents and applicable Task Order with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree

as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 16. If the acceptance of non-conforming or defective Work occurs after final payment, Provider shall pay an appropriate amount to Owner.

15.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Provider shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Provider's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Provider, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective or non-conforming, Provider shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Provider's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 16.

2. If the uncovered Work is not found to be defective or non-conforming, Provider shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Provider may submit a Change Proposal within 30 days of the determination that the Work is not defective or non-conforming.

15.06 *Owner May Stop the Work*

A. If the Work is defective or non-conforming, or Provider fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents and applicable Task Order, then Owner may order Provider to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Provider, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

15.07 *Owner May Correct Defective or Non-Conforming Work*

A. If Provider fails within a reasonable time after written notice from Engineer to correct defective or non-conforming Work, or to remove and replace defective or non-conforming Work as required by Engineer, then Owner may, after 7 days' written notice to Provider, correct or remedy any such deficiency or non-conformity.

B. In exercising the rights and remedies under this Paragraph 15.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may, as

applicable to the executed Task Order in question, exclude Provider from all or part of the Site, take possession of all or part of the Work, and suspend Provider's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or Point of Destination, or for which Owner has paid Provider but which are stored elsewhere. Provider shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site or Point of Destination to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 15.07 will be charged against Provider as set-offs against payments due under Article 16. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Provider's defective or non-conforming Work.

D. Provider shall not be allowed an extension of the Contract Times or Contract Price increase because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 15.07.

**ARTICLE 16—PAYMENTS TO PROVIDER; SET-OFFS; COMPLETION; CORRECTION PERIOD**

16.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 14.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Provider during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), Provider shall submit to Engineer for review an Application for Payment filled out and signed by Provider covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and applicable Task Order.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site, Point of Delivery, or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Provider for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Owner warranting that Owner has rightfully received good title to the Goods from Provider and that, upon payment, the Goods will be free and clear of all liens.

Such documentation will include releases and waivers from all parties with viable lien rights.

4. Beginning with the second Application for Payment, each Application must include an affidavit of Provider stating that all previous progress payments received by Provider have been applied to discharge Provider's legitimate obligations associated with prior Applications for Payment.

5. The amount of retainage, if any with respect to progress payments will be as stipulated in the applicable Task Order.

6. Owner shall notify Provider promptly of any deficiency in the required documentation.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Provider indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Provider may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents and applicable Task Order (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, if applicable, the results of any subsequent tests called for in the Contract Documents or applicable Task Order, a final determination of quantities and classifications for Unit Price Work under Paragraph 14.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Provider's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Master Agreement or applicable Task Order; or

   b. there may not be other matters or issues between the parties that might entitle Provider to be paid additionally by Owner or entitle Owner to withhold payment to Provider.

4. Neither Engineer's review of Provider's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

c. for Provider's failure to comply with Laws and Regulations applicable to Provider's performance of the Work;

d. to make any examination to ascertain how or for what purposes Provider has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 16.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective or non-conforming, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective or non-conforming Work in accordance with Paragraph 15.07, or has accepted defective or non-conforming Work pursuant to Paragraph 15.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Provider is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Provider and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Provider.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Provider's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Provider's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Provider has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site or Point of Destination;

c. Provider has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Provider is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is non-conforming or defective, requiring correction or replacement;

g. Owner has been required to correct non-conforming or defective Work in accordance with Paragraph 15.07, or has accepted non-conforming or defective Work pursuant to Paragraph 15.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Provider and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Provider's failure to achieve milestones, Substantial Completion, delivery, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Provider has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Provider immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Provider any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Provider the amount so withheld, or any adjustment thereto agreed to by Owner and Provider, if Provider remedies the reasons for such action. The reduction imposed will be binding on Provider unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 16.01.D.1 and subject to interest as provided in the Master Agreement.

F. *Retainage*

1. Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.570, each applicable Task Order, and Exhibit D.

16.02 *Provider's Warranty of Title*

A. Provider warrants and guarantees that title to all Work, materials, and equipment furnished under the Master Agreement and each applicable Task Order will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

16.03 *Substantial Completion*

A. This Paragraph 16.03 applies to Work conducted pursuant to a Procurement and Installation Task Order.

B. When Provider considers the entire Work is ready for its intended use, Provider shall notify Owner and Engineer in writing that such entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Provider shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

C. Promptly after Provider's notification, Owner, Provider, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Provider in writing giving the reasons therefor.

D. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Provider in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Provider a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

E. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Provider will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Provider agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

F. After Substantial Completion the Provider shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Provider may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

G. Owner shall have the right to exclude Provider from the Site after the date of Substantial Completion subject to allowing Provider reasonable access to remove its property and complete or correct items on the punch list.

16.04 *Partial Use or Occupancy*

A. This Paragraph 16.04 applies to Work conducted pursuant to a Procurement and Installation Task Order.

B. Prior to Substantial Completion of the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents

or applicable Task Order, or which Owner, Engineer, and Provider agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Provider's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Provider permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Provider agrees that such part of the Work is substantially complete, Provider, Owner, and Engineer will follow the procedures of Paragraph 16.03.A through 16.03.E for that part of the Work.

2. At any time, Provider may notify Owner and Engineer in writing that Provider considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Provider, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Provider in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 16.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

16.05 *Final Inspection*

A. Upon written notice from Provider that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Provider and will notify Provider in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete, non-conforming, or defective. Provider shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies or non-conformities.

16.06 *Final Payment*

A. *Application for Payment*

1. After Provider has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents and applicable Task Order, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.13), and other documents, Provider may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents and applicable Task Order (including but not limited to all final operations and maintenance manuals, and any special warranties);

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment;

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 16.01.C.4.e and as approved by Owner, Provider may furnish receipts or releases in full and an affidavit of Provider that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Provider may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Provider and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during its completion and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Provider's other obligations under the Master Agreement and applicable Task Order have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Provider, indicating in writing the reasons for refusing to recommend final payment, in which case Provider shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Provider that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 16.07.

D. *Completion of Work*: The Work, or applicable portion thereof, is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Master Agreement and applicable Task Order with respect to progress payments. Owner shall pay the resulting balance due to Provider within 30 days of Owner's receipt of the final Application for Payment from Engineer.

F. Owner will not make final payment, or return or release included retainage (if any) at any time, unless Provider submits written consent of the surety to such payment, return, or release.

16.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Provider of such Work, except as set forth in an outstanding Claim, appeal under the provisions of Article 16, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment and all rights and remedies available to it with respect to all other ongoing Work.

B. The acceptance of final payment by Provider will constitute a waiver by Provider of all claims and rights against Owner with respect to that applicable Work other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 16, and that Work that is ongoing under the terms of the Contract Documents and each applicable Task Order.

16.08 *Correction Period*

A. If within one year after the date of final Acceptance of Work, as applicable, (or such longer period of time as may be prescribed by the Supplementary Conditions or applicable Task Order, or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Provider written notice that any Work has been found to be defective or non-conforming, or that Provider's repair of any damages to the Site or adjacent areas has been found to be defective or non-conforming, then after receipt of such notice of defect or non-conformity Provider shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective or non-conforming repairs to the Site or such adjacent areas;

2. correct such defective or non-conforming Work;

3. remove the defective or non-conforming Work from the Project and replace it with Work that is not defective or non-conforming, if the defective or non-conforming Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect or non-conformity within 60 days of the discovery that such Work or repairs is defective or non-conforming. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective or non-conforming Work under Paragraph 15.03.C

C. If, after receipt of a notice of defect or non-conformity within 60 days and within the correction period, Provider does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective or non-conforming Work corrected or repaired or may have the rejected Work removed and replaced. Provider shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Provider's failure to pay such

costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 13.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before final completion of all the related Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective or non-conforming Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Provider's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**ARTICLE 17—SUSPENSION OF WORK AND TERMINATION**

17.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Provider and Engineer. Such notice will fix the date on which Work will be resumed. Provider shall resume the Work on the date so fixed. Provider shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension, provided that performance was or would not have been suspended or delayed for causes attributable to Provider. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

17.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Provider and justify termination for cause:

1. Provider's persistent failure to perform the Work in accordance with the Contract Documents or an applicable Task Order (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Provider to perform or otherwise to comply with a material term of the Contract Documents or an applicable Task Order;

3. Provider's disregard of Laws or Regulations of any public body having jurisdiction;

4. Provider's failure to pay any Provider employee or Subcontractor for Work performed; or

5. Provider's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 17.02.A occurs, then after giving Provider (and any surety) 10 days' written notice that Owner is considering a declaration that Provider

is in default and termination of the Master Agreement and/or an applicable Task Order, Owner may proceed to:

1. declare Provider to be in default, and give Provider (and any surety) written notice that the Master Agreement and/or applicable Task Order is terminated;
2. enforce the rights available to Owner under any applicable performance bond; and
3. pursue any other rights and remedies available to Owner at law or in equity.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Master Agreement and/or applicable Task Order for cause, Owner may exclude Provider from the Site or Point of Destination, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site, at the Point of Destination, or for which Owner has paid Provider but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Master Agreement and/or applicable Task Order under Paragraph 17.02.B if Provider within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 17.02.B, Provider shall not be entitled to receive any further payment until the Work is completed. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance of the Contract Price, Provider shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Provider's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Provider then existing or which may thereafter accrue, or any rights or remedies of Owner against Provider or any surety under any payment bond or performance bond. Any retention or payment of money due Provider by Owner will not release Provider from liability.

G. If and to the extent that Provider has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

17.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Provider and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate a Procurement and Installation Task Order. Termination pursuant to the terms of this paragraph will not constitute a breach of contract by Owner. In such case, Provider shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Owner has the right to terminate a Procurement Task Order, without cause, at any time prior to delivery of the Goods, by written notice. Termination pursuant to the terms of this paragraph will not constitute a breach of contract by Owner. Upon termination, Owner shall pay Provider for the direct costs incurred in producing any Goods that Provider has specially manufactured for the Project.

C. Provider shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

**ARTICLE 18—FINAL RESOLUTION OF DISPUTES**

18.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 13; and

2. Disputes between Owner and Provider concerning the Work, or obligations under the Contract Documents or applicable Task Order, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Provider may:

1. elect in writing to invoke the dispute resolution process provided for in Paragraph 18.02; or

2. agree with the other party to submit the dispute to another dispute resolution process.

18.02 *Claims Review Process and Dispute Resolution*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph). Any controversy or claim in the amount of $100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Master Agreement and applicable Task Order and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 18, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute, the Master Agreement, or the applicable Task Order. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation, this Master Agreement, or an applicable Task Order permits them to do so.

E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Master Agreement or Task Order provisions deemed applicable and relied on in making the award.

F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

G. No arbitration arising out of or relating to the Master Agreement or an applicable Task Order will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer’s consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Master Agreement or applicable Task Order unless:

   1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

   2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;

   3. such other individual or entity is subject to arbitration under a contract with either Owner or Provider, or consents to being joined in the arbitration; and

   4. the consolidation or joinder is in compliance with the arbitration administrator’s procedural rules.

H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations, the Master Agreement or applicable Task Order. To the extent any disclosure is

allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

J. Proceedings shall take place in Yamhill County, Oregon.

18.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

**ARTICLE 19—MISCELLANEOUS**

19.01 *Giving Notice*

A. Whenever any provision of the Contract Documents or Task Order requires the giving of written notice to Owner, Engineer, or Provider, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

19.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents or Task Order by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

19.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents or executed Task Order. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents and Task Orders in connection with each particular duty, obligation, right, and remedy to which they apply.

19.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Provider for any claims, costs, losses, or damages sustained by Provider on or in connection with any other project or anticipated project.

B. The parties agree that the total liability of each party to the other for claims, costs, losses, and

damages arising from this Master Agreement shall be limited to $1,000,000 for each incident of a claim, cost, loss or damages. The terms of this mutual liability limitation do not apply to or limit any claim by either Owner or Provider against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to damage to or destruction of the tangible property of others, (c) intentional, reckless, grossly negligent, or wrongful conduct, or (d) fines, penalties, or other amounts ordered or charged by a state or federal agency against the City as a result of Provider's acts or omissions.

19.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Master Agreement or a Task Order.

19.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Master Agreement and each Task Order, as well as all continuing obligations indicated in the Master Agreement and each Task Order, will survive final payment, completion, and acceptance of the Work or termination of the Master Agreement, a Task Order, or of the services of Provider.

19.07 *Controlling Law*

A. This Master Agreement is to be governed by the law of the state in which the Project is located.

19.08 *Assignment of Master Agreement and Task Orders*

A. Unless expressly agreed to elsewhere in the Master Agreement or a Task Order, no assignment by a party to this Master Agreement of any rights under or interests in the Master Agreement or a Task Order will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Master Agreement or Task Order.

19.09 *Successors and Assigns*

A. Owner and Provider each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents and each Task Order.

19.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

19.11 *Entire Agreement*

A. Owner and Provider agree that this Master Agreement and each Task Order is the complete and final agreement between them, and supersedes all prior negotiations, representations,

or agreements, either written or oral. This Master Agreement and each Task Order may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

19.12 *Successors and Assigns*

A. Owner and Provider each binds itself, its partners, successors, permitted assigns, and legal representatives to the other party hereto, its partners, successors, permitted assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Master Agreement and each Task Order.

**Exhibit A.1**

**Procurement Task Order Form**

This Task Order Number ("Task Order") is entered between **the City of Dayton** ("Owner") and **The Automation Group** ("Provider"). This Task Order is issued under the authority of the Master Agreement Between Owner and Provider for Procurement and Installation dated **_____, 2026** between the Owner and Provider (the "Master Agreement") and is subject to all provisions of the Master Agreement, which is incorporated by reference.

1. **Project Background**.

2. **Contract Times Commencement**. The Contract Times will commence to run on the day that this Task Order is fully executed.

3. **Scope of Special Services**. Provider shall perform the following Work:

4. **Goods**. Provider shall deliver the following goods to the Point of Destination.

| Good Type | Quantity | Identifier |
|---|---|---|
| | | |

5. **Items to be furnished by the Owner, if applicable:**

6. **Required Shop Drawings and Samples:**

7. **Site description (if applicable):**

8. **Contract Price.**

   a. Owner shall pay Provider a Lump Sum of $_____ for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Contract Documents. Such Lump Sum amount accounts for the following Owner-accepted alternates: _____.

   b. For all Unit Price Goods and Special Services furnished by Provider in accordance with the Contract Documents, Owner shall pay Provider an amount equal to the sum of the extended prices (established for each separately identified unit price item by multiplying the unit price by the actual quantity of that item).

| Unit Price Goods and Special Services | | | | | |
|---|---|---|---|---|---|
| **Item No.** | **Description** | **Unit** | **Estimated Quantity** | **Unit Price** | **Extended Price** |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| | | | | $ | $ |
| Total of all Extended Prices for Unit Price items (subject to final adjustment based on actual quantities) | | | | | $ |

4.b.1 The extended prices set forth as of the Effective Date of this Task Order for unit price items are based on estimated quantities.

4.b.2 The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Contract Price. Payments to Provider for Unit Price Goods and Special Services will be based on actual quantities.

4.b.3 Each unit price will be deemed to include an amount considered by Provider to be adequate to cover Provider's overhead and profit for each separately identified unit price item.

4.b.4 Engineer will determine the actual quantities and classifications of unit price items furnished by Provider. Engineer will review with Provider the Engineer's preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). Engineer's written decision will be final and binding upon Owner and Provider (except as modified by Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 11 of the General Conditions.

4.b.5 The final adjustment of Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.

c. Owner's Contingency Allowance is stipulated as $_____. If no amount is stated, the Owner's Contingency Allowance is zero. Owner's use of such allowance, including resulting compensation of Owner, is governed by Paragraph 12.06 of the General Conditions.

d. The Contract Price is $_____. Such Contract Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Owner's Contingency Allowance (if any) (subject to final adjustment).

e. If Provider bases price on Bid: For furnishing the Goods and Special Services in accordance with the Contract Documents, Owner shall pay Provider the prices stated in Provider's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Owner's Contingency Allowance, if any, and subject to

the following Owner-accepted alternates: _____.

9. **Payment Terms**.
   a. Provider may submit an Application for Payment requesting the stated percentages of Contract Price upon attainment of each of the following payment line items:

| Payment Line Item (Lump Sum) | Percentage of Lump Sum |
|---|---|
| **1. Completion of Special Services in accordance with Contract Documents** | 10 |
| **2. Receipt of Approval of Shop Drawings and Samples** | **10** |
| **3. Completion of acceptable factory testing (if any)** | **5** |
| **4. [Delivery of Goods to Point of Destination in accordance with the [Contract Documents]** | **70** |
| **5.** Final Payment: **Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Contract Documents** | **5** |
| Contract Price (Lump Sum) | 100 |

   b. For Unit Price Goods and Special Services, if any, or for payments owed to Provider as a result of authorizations by Owner under the Owner's Contingency Allowance (if any), Provider shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Owner's Contingency Allowance, and the amounts owed. If practical, and at Provider's option, Provider may apply for such unit price and Owner's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 16.01.B. for lump-sum items.

10. **Shipping or Delivery Method**:

11. **Point of Destination**: _____

12. **Offloading**: Y/N

13. **Contract Times**. This Task Order is effective and, unless otherwise expressly stated herein, Work shall commence on the date it is signed by the Owner and Provider. The Contract Times for the Work are as follows:

| Milestone | Date or Days | Notes |
|---|---|---|
| Commencement Date | | |

| | | |
|---|---|---|
| Commence Special Services for Goods | | |
| Submit Shop Drawings | | |
| Deliver acceptable Goods to Point of Destination | | Delivery may be made in the 15-day period before delivery date |
| Complete Special Services for Goods | | |
| Readiness for Final Inspection and Acceptance of Goods and Special Services | | |

14. **Key Personnel for this Task Order.** The Owner is engaging the expertise, experience, judgment and personal attention of the Provider's Key Personnel identified below.

| Key Personnel | Position/Title | Role on Project |
|---|---|---|
| | | |

15. **Applicable Specifications**: _____
16. **Drawings**: (incorporated by reference):
    a. consisting of a cover sheet and sheets numbered _____ through _____, inclusive, with each sheet bearing the following general title: _____.
17. _____
18. **Storage Requirements and Responsibilities:**
19. **Evidence of performance and payment bonds**: (attach).
20. **Evidence of executed Exhibit B**: (attach).
21. **Evidence of insurance**: (attach), including any additional insurance limits or types beyond the minimum required by the General Conditions.

    **Additional Insureds**:
22. **Warranty terms:** _____
23. **Task Order Assignment**.
    a. Owner has the right to assign this Task Order, but only to a person or entity with sufficient apparent ability to satisfy all of Owner's obligations under this Task Order, and Provider hereby consents to such assignment. Forms documenting the assignment of the Task Order,

and consent of Provider's surety to the assignment, have been executed by Owner, Provider, and Provider's surety, and are attached as exhibits to this Task Order. If assigned, the following provisions apply:

1. The Task Order is initially executed in the name of the entity identified herein as Owner, and will be assigned by such Owner (as assignor) to a construction contractor (Contractor/Assignee) designated by such Owner. The assignment will occur on the effective date of the construction contract between such Owner (Project Owner) and the Contractor/Assignee, which is expected to occur on or about _____.

   Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Task Order and, as applicable to this Task Order, in the Master Agreement, to "Owner" shall mean the designated Contractor/Assignee.

2. The assignment of this Task Order and applicable Master Agreement provisions relieves the assignor from all further obligations and liabilities under this Task Order. After assignment, Provider shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Owner under the Task Order become the rights, duties, and obligations of the Contractor/Assignee.

3. After assignment:

   a. The Drawings and Specifications, and any modifying Addenda provided pursuant to this Task Order will become "Contract Documents" under the construction contract.

   b. If the Drawings or Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Provider and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of the Master Agreement.

   c. The Drawings and Specifications may not be modified by Provider or Contractor/Assignee, singly or in tandem, except as such Drawings or Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.

   d. All performance warranties, guarantees, and indemnifications required by the Task Order and, as applied to this Task Order, the Master Agreement, will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Provider shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Task Order, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Drawings, Specifications, and modifying Addenda; provided, however, that any limitations on Provider's liability in this Task Order and, as applied to this Task Order, the Master Agreement, will continue to bind the original Owner (assignor) after assignment.

   e. The Contractor/Assignee shall have all the rights of the Owner under the Performance Bond and Payment Bond provided pursuant to this Task Order, if any.

f. Provider shall submit all Applications for Payment submitted pursuant to this Task Order directly to Contractor/Assignee.

1) Contractor/Assignee shall review each Application for Payment submitted pursuant to this Task Order promptly, determine the amount that Contractor/Assignee approves for payment, and then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.

2) Contractor/Assignee shall pay Provider within _____ days of receipt of payment from the Project Owner under the construction contract.

3) After assignment, Engineer will review, approve, or deny the content of Applications for Payment under this Task Order only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.

g. The Contractor/Assignee shall have all the rights of the Owner under any pending Claim filed in connection with this Task Order by Owner.

h. All Claims filed in connection with this Task Order and supporting documentation will be submitted directly by the claimant party (either Owner or Provider) to the other party, without submittal to Engineer.

1) The other party will render a response in writing within 30 days of receipt of the last submittal from claimant.

2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.

3) The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Owner and Provider 30 days after it is issued, unless within such 30 days of issuance either Owner or Provider appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 13.02 of the General Conditions.

4) Any Claim by Provider that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Owner within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Task Order or the Master Agreement.

i. Provider's recovery of additional cost, time, or both cost and time for any Claim filed in connection with this Task Order attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Provider will cooperate and assist Contractor/Assignee in pursuing any Claim filed in connection with this Task Order by Contractor/Assignee against Project Owner on behalf of Provider, including the timely preparation and delivery of supporting documentation.

j. If the pursuit of any claim by Contractor/Assignee against Project Owner on Provider's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Provider agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Provider, based upon the amount claimed by Provider as compared to the total value of the claim pursued by the Contractor/Assignee.

k. All rights, duties, and obligations of Engineer to Contractor/Assignee and Provider under this Task Order and, as applicable to this Task Order, the Master Agreement, will cease.

l. Subject to the foregoing provisions, all references in this Task Order to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).

m. If the Task Order includes an Owner's Contingency Allowance, upon assignment, such allowance will be automatically reduced to the amount previously authorized by Owner (Project Owner), and cease to be operational.

b. No other assignment by a party hereto of any rights under or interests in this Task Order and, as applicable to this Task Order, the Master Agreement, will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Task Order payments or other money that may become due, and Task Order payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

24. **General Conditions**. The parties acknowledge and agree that this Task Order is subject to, and each party is bound by, the General Conditions.

25. **Order of Precedence.** If a conflict, inconsistency or ambiguity arises in the Task Order interpretation, this Task Order shall be interpreted in the following order of precedence: (a) the Master Agreement; (b) this Task Order.

26. **Expiration.** Expiration or termination of this Task Order does not extinguish or prejudice the Owner's right to enforce this Task Order with respect to any breach of a Provider warranty or any default or defect in Consultant performance that has not been cured.

27. **Modification**. No provision of this Task Order may be modified except in writing, signed by the Owner and Provider.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of the date last set forth below.

| Provider: | Owner: |
| --- | --- |
| Signed: | Signed: |
| Name:<br>Title: | Name:<br>Title: |
| Date: | Date: |
| Address: | Address: |
| Phone/Email: | Phone/Email: |

**ATTACHMENT A -- ASSIGNMENT OF MASTER AGREEMENT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on the effective date of the construction contract between Owner (as "Owner") and Contractor/Assignee (as "Provider").

Task Order Number ___ and, to the extent directly applicable to Task Order Number _____, the Master Agreement between **the City of Dayton** ("Owner") and **The Automation Group** ("Provider") for Procurement and Installation (Master Agreement) are hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Owner, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Owner under the terms of Task Order Number ____ and the Master Agreement, and will be responsible to Owner under the construction contract for the performance of obligations by Provider, which will become a Subcontractor or Supplier to Contractor/Assignee. Owner, Provider, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 4of the Master Agreement.

**Assignment Made by Owner**

_____
*(typed or printed name of organization)*

By: _____ Date: _____
*(individual's signature)* *(date signed)*

Name: _____ Title: _____
*(typed or printed)* *(typed or printed)*

*If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Provider Agreement.*

**Assignment Acknowledged and Accepted by Provider**

_____
*(typed or printed name of organization)*

By: _____ Date: _____
*(individual's signature)* *(date signed)*

Name: _____ Title: _____
*(typed or printed)* *(typed or printed)*

*If Provider is a corporation, attach evidence of authority to sign.*

**Assignment Accepted by Contractor/Assignee**

_____
*(typed or printed name of organization)*

By: _____ Date: _____
*(individual's signature)* *(date signed)*

Name: _____ Title: _____
*(typed or printed)* *(typed or printed)*

*If Contractor/Assignee is a corporation, attach evidence of authority to sign.*

**ATTACHMENT B - SURETY'S CONSENT TO ASSIGNMENT**

Task Order Number ___ and, to the extent directly applicable to Task Order Number _____, the Master Agreement between **City of Dayton** ("Owner") and **The Automation Group** ("Provider") for Procurement and Installation (Master Agreement) may be assigned, transferred, and set over to **_____** ("Contractor/Assignee"), in accordance with Article 4 and Attachment A of Task Order Number ____.

Surety further agrees that, upon assignment of the Master Agreement, the Contractor/Assignee shall have all the rights of the Owner under the Performance Bond and the Payment Bond, if any.

**Agreement to Assignment Acknowledged and Accepted by Surety**

_____
*(typed or printed name of organization)*

By: _____ Date: _____
*(individual's signature)* *(date signed)*

Name: _____ Title: _____
*(typed or printed)* *(typed or printed)*

*Attach Power of Attorney.*

**Exhibit A.2**

**Procurement and Installation Task Order Form**

This Task Order Number_____("Task Order") is entered between **the City of Dayton** ("Owner") and **The Automation Group** ("Provider"). This Task Order is issued under the authority of the Master Agreement Between Owner and Provider For Procurement and Installation dated _____ between the Owner and Provider (the "Master Agreement") and is subject to all provisions of the Master Agreement, which is incorporated by reference. Capitalized terms used but not defined herein have the meanings set forth in the Master Agreement.

1. **Project Background**:

2. **Contract Times Commencement**. The Contract Times will commence to run on the day that this Task Order is fully executed.

3. **Scope of Special Services**. Provider shall perform the following Work:

4. **Goods**. Provider shall deliver and install the following goods at the Site.

| Good Type | Quantity | Identifier |
|---|---|---|
| | | |

5. **Items to be furnished by Owner, if applicable:**

6. **Required Shop Drawings and Samples:**

7. **Site Description:**

8. **Contract Price.**

    a. **Guaranteed Maximum Price**. The guaranteed maximum price payable to the Provider under this Task Order is **$_____** ("Contract Price"). If the maximum compensation is increased by amendment of this Task Order, the amendment must be fully effective before Provider performs the work subject to the amendment.

    b. **Fees**. The Owner shall compensate Provider for the performance of Work on the basis of the following hourly rates:

    c. **Unit prices**.

    d. **Reimbursable Expenses**.

| | | |
|---|---|---|
| 1 | | |
| 2 | | |
| | Total | |

9. **Retainage Percentage**: [no more than 5%]

10. **Payment Term**s: Payments shall be requested and provided in accordance with the General Conditions.

11. **Shipping or Delivery Method**:

12. **Installation Scope:**

13. **Commissioning Scope:**

14. **Contract Times**. This Task Order is effective and, unless otherwise expressly stated herein, Work shall commence on the date it has been signed by the Owner and Provider. The Contract Times for the Work are as follows:

| Milestone | Date or Days | Notes |
|---|---|---|
| Commencement Date | | |
| Commence Special Services for Goods | | |
| Submit Shop Drawings | | |
| Complete Special Services for Goods | | |
| Readiness for Final Inspection and Acceptance of Goods and Special Services | | |
| Substantial Completion | | |
| Final Completion | | |

15. **Key Personnel for this Task Order.** The Owner is engaging the expertise, experience, judgment and personal attention of the Provider's Key Personnel identified below.

| Key Personnel | Position/Title | Role on Project |
|---|---|---|
| | | |

16. **Evidence of performance and payment bonds**: (attach).

17. **Evidence of insurance**: (attach), including any additional insurance limits or types beyond the minimum required by the General Conditions.

    **Additional Insureds**:

18. **Applicable Specifications**:

19. **Drawings**: (incorporated by reference):

    a. consisting of a cover sheet and sheets numbered _____ through _____, inclusive, with each sheet bearing the following general title: _____.

    b. _____

20. **Warranty terms:**

21. The parties understand and agree that this Task Order is subject to prevailing wage laws. The Provider shall comply fully with the provisions of ORS 279C.800 through 279C.870. The current prevailing wage rates may be found here: https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2019.aspx. The rates are those in effect as of the effective date of the Task Order. If both state and federal prevailing wage rates apply to the Work, Provider must pay all laborers, including those working on behalf of subcontractors, the higher of the applicable state or federal wage rate. If Provider is required to pay prevailing wages, Provider will ensure that its subcontractors also agree to do so in writing. If both state and federal wages apply to the Work, Provider will ensure that its subcontractors agree in writing to pay the higher of the applicable state or federal wage rate.

22. **General Conditions**. The parties acknowledge and agree that this Task Order is subject to, and each party is bound by, the Procurement General Conditions and the Installation General Conditions.

23. **Order of Precedence.** If a conflict, inconsistency or ambiguity arises in the Task Order interpretation, this Task Order shall be interpreted in the following order of precedence: (a) the Master Agreement; (b) this Task Order.

24. **Expiration.** Expiration or termination of this Task Order does not extinguish or prejudice the Owner's right to enforce this Task Order with respect to any breach of a Contractor's warranty or any default or defect in Consultant's performance that has not been cured.

25. **Modification**. No provision of this Task Order may be modified except in a writing signed by the Owner and Provider.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of the dates set forth below.

| Provider: | Owner |
| --- | --- |
| Signed: | Signed: |
| Name:<br>Title: | Name:<br>Title: |
| Date: | Date: |
| Address: | Address: |
| Phone/Email: | Phone/Email: |

**Exhibit C**

**Application for Payment**

**Owner**:

**Application No**:

**Provider**:

**Application Date**:

**Engineer**:

**Application Period**: From _____ to _____.

**Master Agreement and Effective Date:**

**Task Order and Effective Date**:

1. **Original Contract Price**: $ _____.
2. **Net Change by Change Orders and Amendments to date**: $_____.
3. **Current Contract Price (and lines 1 and 2)**: $_____.
4. **Retainage (if applicable)**: $_____.
5. **Amount due this Application**: $_____.
6. **Payment Milestone (if applicable)**: _____.
7. **Amount to finish Task Order, including retainage: (subtract line 3 and 5)**: $_____.

**Seller Certification**: Provider certifies, to the best of its knowledge after due inquiry, that:

1. All previous payments received from Buyer on account of Work done under the Master Agreement and the applicable Task Order have been applied on account to discharge Provider's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
2. Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner in accordance with the terms of the Contract Documents free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances).
3. All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Progress estimate attached**: [ ]

**Supporting Documentation**: []

| Provider: | City of Dayton |
| --- | --- |
| Signed: | Signed: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| Address: | Address: |
| Phone/Email: | Phone/Email: |

**Exhibit D**

**Statutorily Required Public Contracting Provisions**

Provider shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this Master Agreement, as applicable. All defined terms in this Exhibit shall be interpreted in accordance with the Solicitation, Contract Documents, and the relevant statutory provisions.

1. ORS 279A.110 (Non-discrimination Certification): Provider shall certify that Provider has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).

2. No person shall be subject to discrimination in the receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, sexual orientation or national origin. Provider shall comply with provisions of Owner's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older. Particular reference is made to ORS 659A.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, national origin, marital status or age if the individual is 18 years or older or because of the race, religion, color, sex, national origin or age of any other person with whom the individual associates, or because of a juvenile record that has been expunged pursuant to ORS 419A.260 and ORS 419A.262 of any individual, or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment. Any violation of this provision shall be considered a material violation of the Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part.

3. Pursuant to ORS 279B.220 or 279C.505, as applicable, Provider shall make payment promptly, as due, to all persons supplying to the Provider labor or material for the performance of the work provided for in the Master Agreement or a particular Task Order; shall pay all contributions or amounts due the Industrial Accident Fund from the Provider or subcontractor incurred in the performance of the Master Agreement or a particular Task Order; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

4. Pursuant to ORS 279B.225, If a Task Order requires the performance of lawn and landscape maintenance, Provider shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

5. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Provider shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of

such Provider, of all sums which the Provider agrees to pay for such services and all monies and sums which the Provider collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

6. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, all subject employers working under the Master Agreement or an applicable Task Order are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

7. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Provider shall not employ and shall require that its subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

    i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

    ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

    iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

    iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

    v. Provider shall and shall require its subcontractors to give notice in writing to their employees who work under this Master Agreement or a Task Order, either at the time of hire or before commencement of Work on a particular Task Order, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

8. Environmental Laws. Provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

9. Oregon Tax Law Compliance: Provider must, throughout the duration of this Master Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Provider (to the best of Provider's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Master Agreement, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this Master Agreement: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Provider, to Provider's property, operations, receipts, or income, or to Provider's performance of or compensation for any work performed by Provider; (C) any tax provisions imposed by a political subdivision of this state that applied to Provider, or to goods, services, or property, whether tangible or intangible, provided by Provider; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Failure to comply with this section is a default for which the Owner may terminate the Master Agreement and seek damages and other relief available under the terms of the Master Agreement or under applicable law.

10. Foreign Contractor. If Provider is not domiciled in or registered to do business in the state of Oregon, Provider shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Master Agreement. Provider shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Master Agreement.
11. Assignment or Transfer Restricted. Unless otherwise provided in the Master Agreement, the Provider shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Master Agreement or a particular Task Order, either in whole or in part, without the Owner's prior written consent. Unless otherwise agreed by the Owner in writing, such consent shall not relieve the Provider of any obligations under the Master Agreement or a particular Task Order. Any assignee or transferee shall be considered the agent of the Provider and be bound to abide by all provisions of the Master Agreement or a particular Task Order. If the Owner consents in writing to an assignment, sale, disposal or transfer of the Provider's rights or delegation of Provider's duties, the Provider and its surety, if any, shall remain liable to the Owner for complete performance of the Master Agreement and all fully executed Task Orders as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Owner otherwise agrees in writing.

For all fully executed Procurement and Installation Task Orders:

1. Pursuant to ORS 279C.505(2), Provider shall demonstrate that an employee drug-testing program is in place. Provider will require each subcontractor providing labor for the Project to:
    i. Demonstrate to the Provider that it has a qualifying employee drug-testing program for the subcontractor's subject employees, and represent and warrant to the Provider that the qualifying employee drug-testing program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
    ii. Require that the subcontractor's subject employees participate in the Provider's qualifying employee drug-testing program for the duration of the subcontract.
2. Pursuant to ORS 279C.510, if a Task Order includes demolition work, Provider shall salvage or recycle construction and demolition debris, if feasible and cost-effective. All excavated PCC and AC debris from this Project shall be sorted, separated, and taken to a facility or site so that the material may be recycled or re-used in the future as appropriate. All costs associated with Project material recycling shall be incidental to the Project, and no additional payment will be made. If a Task Order includes lawn or landscape maintenance, the Provider shall compost or mulch yard waste material at an approved site, if feasible and cost-effective
3. Pursuant to ORS 279C.515(1), if Provider fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Provider or a subcontractor by any person in connection with this Master Agreement or a particular Task Order as such Claim becomes due, the Owner may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Provider by reason of this Master Agreement or a particular Task Order. The payment of a Claim in the manner authorized in this Section shall not relieve the Provider or the Provider's surety from any obligation with respect to any unpaid Claims.

4. Pursuant to ORS 279C.515(2), if Provider or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Master Agreement or a particular Task Order within 30 days after receipt of payment from the Owner or a contractor, the Provider or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Provider or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Owner or from the Provider, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
5. Pursuant to ORS 279C.515(3), if Provider or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Master Agreement or a particular Task Order, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
6. Pursuant to ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for the Master Agreement make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Master Agreement. These agencies include, but are not limited to:
    i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.
    ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.
    iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other and special governmental agencies such as Tri-Met, urban renewal agencies, and Port districts.
    iv. Tribal Governments.
7. Pursuant to ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Provider or its subcontractor shall be foreclosed from the right to collect for any overtime under this Master Agreement or a particular Task Order unless a claim for payment is filed with the

Provider or subcontractor within 90 days from the completion of the particular Task Order, providing the Provider or subcontractor has:

i. Caused a circular clearly printed in blackface pica type and containing a copy of this Section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and

ii. Maintained such circular continuously posted from the inception to the completion of the Task Order on which workers are or have been employed.

8. Provider is advised of the statutory Retainage requirements in ORS 279C.550 to 570.

i. Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Task Order payments after 50 percent of the Work under the Task Order is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Provider, which application shall include written approval of Provider's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Provider, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Provider, Owner shall respond in writing within a reasonable time.

ii. In accordance with the provisions of ORS 279C.560 and related Oregon administrative rules, Provider may request in writing:

1. to be paid amounts which would otherwise have been retained from progress payments where Provider has deposited acceptable bonds and securities of equal value with Owner or in an escrow account, satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;

2. that retainage be deposited in an interest-bearing account, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Provider; or

3. that the Owner allow Provider to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.570

iii. Where the Owner has agreed to the Provider's election of option (1) or (2), Owner may recover from Provider any additional costs incurred through such election by reducing Provider's final payment. Where the Owner has agreed to Provider's election of option (3), Provider shall accept like bonds from subcontractors and suppliers on the Project.

iv. The retainage held by Owner shall be included in and paid to the Provider as part of the final payment of each Contract Price. The Owner shall pay to Provider interest at the rate of one and one-half percent per month on the final payment due Provider, interest to commence 30 days after the Work under the applicable Task Order has been completed and accepted and to run until the date when final payment is tendered to Provider. The Provider shall notify Owner in writing when the Provider considers the Work complete and Owner shall, within 15 days after receiving the written notice, either accept the Work or notify the Provider of Work yet to be performed on the applicable Task Order. If Owner does not within the time allowed notify the Provider of Work

yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

v. In accordance with the provisions of ORS 279C.560, Owner shall reduce the amount of the retainage if the Provider notifies the controller of the Owner that the Provider has deposited in a bank or trust company, in a manner authorized by the Owner's Authorized Representative, bonds and securities of equal value of a kind approved by the Owner's Authorized Representative.

9. Provider is advised of the prompt-payment requirements in ORS 279C. 570.

10. Pursuant to ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Provider shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates the Provider to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Provider by the Owner. Provider shall also include in each subcontract a clause that states that if the Provider fails to pay any claim for materials or labor furnished under a particular Task Order within 30 days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Provider shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.

11. Pursuant to ORS 279C.580(4), Provider shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

12. Provider is advised of the rights of action and procedures on payment bonds and public works bonds under ORS 279C.600-.625.

13. Pursuant to ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):

    i. The hourly rate of wage to be paid by Provider or any subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Master Agreement and each fully executed Procurement and Installation Task Order shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at https://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx.

    ii. Each Procurement and Installation Task Order is subject to the prevailing wage rates published as specified in the BOLI publication titled “Prevailing Wage Rates for Public Works Contracts in Oregon,” including any applicable amendments in effect at the time this Master Agreement is first advertised for bid, which are hereby incorporated into this Master Agreement by this reference. The applicable rates for this Project are those published January 1, 2026.

    iii. Provider and all subcontractors shall keep the prevailing wage rates for the Project posted in a conspicuous and accessible place in or about the Project.

iv. The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

v. If Provider or any subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

vi. If the Master Agreement utilizes federal funds, the higher of Oregon or federal prevailing wage shall apply, and it shall be the Provider's responsibility to make that determination.

14. Pursuant to ORS 279C.830(2), on public works contracts, Provider shall have, and ensure that its subcontractors have, a public works bond filed with the Construction Contractors Board before starting work on an applicable Task Order, unless the Provider or subcontractor are exempt under ORS 279C.836.

15. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):

i. Provider and every subcontractor shall file certified statements with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Provider or subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract Documents, which certificate and statement shall be verified by the oath of Provider or Provider's surety or subcontractor or subcontractor's surety that Provider and any subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Provider or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.

ii. The certified statement shall be delivered or mailed by Provider or subcontractor to Owner. Certified statements for each week during which the Provider or subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of the Contract Documents and in addition to any other retainage required under this Contract Documents, the Owner shall retain 25% of any amount earned by the Provider until the Provider has filed the certified statements with the Owner as required by this Section. The Owner will pay the retainage required under this Section within 14 days after Provider files the certified statements required by this Section.

iii. Provider and each subcontractor shall preserve the certified statements for a period of three years from the date of completion of the applicable Task Order.

16. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Provider is performing work as a landscape contractor as defined in ORS 671.520(2), Provider must have a current, valid landscape contractor's license issued under ORS 671.560. If Provider is performing work as a contractor as defined in ORS 701.005(2), Provider must have a current, valid construction contractor's license issued under ORS 701.026. Provider shall further certify that all subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors

Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under an applicable Task Order. Provider shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Provider shall notify Owner immediately if any license, permit, or certification required for performance of an applicable Task Order shall cease to be in effect for any reason.

February 10, 2026

# RFP Response from

The Automation Group
DELTA Operations • Pacific Water Analytics

4678 Isabelle Street
Eugene, OR 97402
P. 541.359.3755
F. 541.982-2266

# City of Dayton

Request for Proposal for

# System Integrator of Record (IOR)

Attention: Denny Muchmore, P.E.
Westech Engineering, Inc.
3841 Fairview Industrial Dr. SE, Suite100
Salem, OR 97302
dmuchmore@westech-eng.com
FEIN # 20-5766904

February 10, 2026

The Automation Group
DELTA Operations • Pacific Water Analytics

**RE: "City of Dayton - Request for Proposal for System Integrator of Record (IOR)"**

Primary Contact: Gary Jenks
Address: 4678 Isabelle St, Eugene OR 97402
Phone: 541-912-3766
Email: gjenks@tag-inc.us
Addendums Received: None

The Automation Group (TAG) is a trusted products and services company with more than 30 years of experience providing industrial automation, control systems, and instrumentation solutions in the Water and Wastewater industry. Our main office is located in Eugene, Oregon, with additional offices in Coos Bay, Salem, Portland, Hermiston and satellite presents in Maui. TAG proudly supports clients throughout the Pacific Northwest with a team of 43 highly skilled Professionals and Technicians.

TAG is in good legal standing with the State of Oregon, meets all minimum qualification requirements of the RFP listed in section 8.3, and can perform the full range of work outlined in Exhibit A - Scope of Work. If selected by the City, The Automation Group agrees to negotiate Contract Terms and Conditions.

Our Capabilities include a fully equipped in-house UL508A / UL698A / NNNY- certified panel shop, as well as being a Allen-Bradley Silver Status Systems Integrator. Our field technicians bring extensive experience in Water, Wastewater, and Pump Station start-up and commissioning, supported by project management systems that ensure successful project execution. TAG is a recognized systems integrator and representative for leading manufacturers including Endress+Hauser, Hach, Chemtrac (analytical instruments), Cattron (formerly Antx), Sensaphone Sentinel (Autodialers), and Walchem (Metering Pumps). We also develop and support our own in-house products, such as the TAG RA-5069 MTU/RTU, Cellular Dialer System, Mobile Monitoring Systems for remote plant control, and complete chemical feed systems. TAG can provide Electrical Design services for SCADA/PLC Systems and Control Panels and Certified Startup for VFD Systems and Flow/Level Devices. TAG can also offer instrument Calibration to meet State requirements for certification/verification. In addition, Our team includes licensed electricians who are fully certified, code-compliant, and experienced in municipal and industrial environments. They specialize in the installation, maintenance, troubleshooting, and upgrade of complex electrical systems supporting treatment plants, pump stations, lift stations, and distribution facilities

The Automation Group has no conflicts of interest within the jurisdictional boundaries of the City of Dayton

Thank you for the opportunity to present this proposal to the City of Dayton for System Integrator of Record. Sincerely,

Gary Jenks

Gary Jenks 2-16-2026

President/Owner
gjenks@tag-inc.us

# Firm Description - The Automation Group (TAG)

The Automation Group (TAG) is fully committed to partnering with the City of Dayton to support the current and future operational needs of its Water, Wastewater Treatment Facilities, as well as other associated ancillary systems and appurtenances. Our experienced Instrumentation and Control Technicians and Programmers are highly familiar with the City's control systems and instrumentation currently in use at multiple facilities that the city owns and operates, enabling TAG to provide responsive, knowledgeable, and efficient service. TAG currently provides On-Call services to the City of Dayton. With multiple locations throughout Oregon, we are able to quickly deploy our highly skilled team based on customer needs and specific project requirements. Our main office is located in Eugene, with additional offices in Coos Bay, Salem, Portland, Hermiston, and a satellite presents in Maui

As a licensed General and Electrical Contractor, TAG offers comprehensive instrumentation, control, and electrical services, ensuring seamless project execution without the need for multiple subcontractors. We recognize that system upgrades including the existing SCADA system and improvements are anticipated in the near future, and our approach is centered on smooth integration, minimizing operational disruptions, and reducing overall project cost related to installation, programming, future upgrades, and long term maintenance.

TAG works with a wide range of control and SCADA systems supplied by various manufactures, while also designing and manufacturing our own high-quality control panels through our UL 508A, UL 694A, and NNNY - Certified panel shop. This flexibility allows us to support, upgrade, and modernize existing infrastructure controls while delivering customized solutions tailored to each facility's unique requirements and operational needs. We have experience with providing turn-key systems, equipment, integration work and on-site start-up and installation support. We work with clients to address an entire spectrum of needs, handling everything from engineering, design, to implementation in order to deliver comprehensive and cost effective services.

Included within this RFP proposal are references from Oregon municipalities which are currently serviced by TAG. We encourage you to contact these references to gain insight into our past performance, ongoing support capabilities, and our high standard of accountability and services that TAG provides each customer. We provide our customers with 24/7 phone technical support for emergency situations.

The Automation Group
DELTA Operations • Pacific Water Analytics

With extensive in-house resources and a team of highly dedicated professionals, TAG is uniquely positioned to support the City of Dayton and its community with comprehensive water and wastewater instrumentation, controls, programming, and service. Our expertise ensures reliable system performance, operational efficiency, and long-term value for the City's critical water infrastructure. We know how important these systems are to small communities and take pride in being there when we are needed most. The foremost strength of TAG is the knowledge and understanding of each of the systems in place at the multiple facilities.

TAG will work closely with both the City of Dayton and the City's consultant(s) to design and implement the SCADA system improvements and expansion project. TAG will work with the Design Engineers to assist in SCADA design/review to allow for a completely integrated system. Our outlined project approach is listed below.

1. Design Meeting with Owner & City's Consultant(s)
   a) Review Project
   b) Recommendations of Hardware/Software
   c) Finalize Approach
2. Place budget together for the project
   a) Design System
   b) Quote phases
3. Review Budget with Owner
4. Receive approval before starting the project
5. Coordinate with Owner and Provide a schedule
6. Mobilize Crew and start work
7. Schedule periodic meetings with the Owner throughout the project
   a) Design review
   b) Establish a sequence of operation
   c) Get input for Screen Design and PLC Logic
   d) Discuss Trends and Data needed
8. Create a startup plan and review with the Owner/Representative
9. Provide Training before, during and after startup to familiarize the Operators on how to use the new systems.
   a) System login
   b) System Operations
   c) Setpoint Entry
   d) Maintenance
10. After the project is complete, the following task will be completed
    a) Backup of all programs
    b) As-Builts of all drawings

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Hub International Northwest LLC<br>560 Country Club Parkway<br>Eugene OR 97401 | **CONTACT NAME:** Jessica Fierling<br>**PHONE (A/C, No, Ext):** 541-743-8789 **FAX (A/C, No):** 541-972-8884<br>**E-MAIL ADDRESS:** jessica.fierling@hubinternational.com |
| | **INSURER(S) AFFORDING COVERAGE** — **NAIC #** |
| | **INSURER A :** American Casualty Co of Reading PA — 20427 |
| **INSURED** THEAUTO-03<br>The Automation Group, Inc<br>4678 Isabelle Street<br>Eugene OR 97402 | **INSURER B :** The Continental Insurance Company — 35289<br>**INSURER C :** SAIF Corporation — 36196<br>**INSURER D :** Admiral Insurance Company — 24856<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 752758332 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | 7094517329 | 10/29/2025 | 10/29/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY | Y | Y | 7094517301 | 10/29/2025 | 10/29/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | Y | Y | 7094517315 | 10/29/2025 | 10/29/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 7,000,000<br>$ 7,000,000 |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 747076 | 1/1/2026 | 1/1/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A<br>D<br>A | Installation Floater<br>Professional Liability<br>Inland Marine Policy | Y | Y | 7094517329<br>EO000064320-02<br>7094517329 | 10/29/2025<br>10/29/2025<br>10/29/2025 | 10/29/2026<br>10/29/2026<br>10/29/2026 | $500,000 Limit<br>2,000,000 Per claim<br>25,000 | $2,500 Deductible<br>$4,000,000 Agg<br>100,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

*** Pollution Liability - Effective 10/29/2025-10/29/2026***
$2,000,000 Limit Each Pollution Condition/ $2,000,000 Pollution General Aggregate - $5,000 Retention

Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with waiver of subrogation with respects to the General liability, Excess/Umbrella liability, Auto liability, and Pollution Liability (including ongoing and products/completed operations), per attached endorsements. Subject to policy limits, terms, conditions and exclusions. Workers Compensation waiver of subrogation effective is endorsed for persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.
Re: All Operations

**CERTIFICATE HOLDER**

City of Dayton
PO Box 339
Dayton OR 97114

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# Technical Experience

The Automation Group
DELTA Operations • Pacific Water Analytics

**TAG Excels in…**

1. **Water Treatment and Distribution Facilities**
   TAG has been an IOR and involved with all types of facilities from traditional media filters, Reverse osmosis, to membrane system. TAG has worked with packaged systems like Siemens, Pall and Westec integrating delivery and storage to seamlessly work together. TAG is also able to support packaged systems for the Owner after installation if requested for a complete system.

2. **Wastewater and Lift Station Facilities.**
   TAG is currently involved with many lift station upgrades to provide City operators with a reliable control system. TAG has the ability to service the City's lift stations from both the integration and electrical side.

3. **SCADA, PLC, and HMI Systems**
   TAG has been a Rockwell Certified Systems Integrator for over 20 years and requires all Integrators to have a high level of knowledge for support. TAG has a Training facility at the Eugene location and actively trains groups from the Army Corps, Clorox Corporation, Georgia Pacific and Northwest Natural gas among others. TAG has programmers for all of the major systems like Allen Bradley, Rockwell, Siemens, Square D, Automation Direct, GE, Cimplicity, iFix, Ignition and many more.

4. **Programming and Integration of Chemical Feed Pumps, Variable Frequency Drives, and Process Instruments**
   TAG has extensive experience programming all types of chemical metering systems with some in-house algorithms that have been proven over time. TAG also provides Walchem pumps and works closely with Hach as an instrumentation provider.
   TAG has Factory Certified VFD startup people that can certify and extend warranty for the following Manufactures. TAG's VFD technicians have the ability to program and troubleshoot any VFD on the market as well.
   - Allen Bradley
   - ABB
   - Cutler Hammer

5. **Public and Infrastructure Financing**
   TAG is familiar with financing methods including fiscal year spending deadlines and budgeting and has worked directly with department heads to refine yearly budgets. TAG has also worked in conjunction with cities on Rural Development, DEQ and other funding agencies to secure funds as needed.

6. **Servicing of Automatic Hydraulic Control Valves**
   TAG works with the following manufacturers for valves
   - Bray
   - Roto torque
   - EIM
   - Auma

7. **Servicing and installation of pressure transducers, Flow Meters, Level Transducers and many others.**

TAG can provide, install and calibrate most of any instrumentation device

- Endress & Hauser – TAG is the West Coast E+H Factory Provider and can provide a 3- year warranty with every device and can perform Certified Factory Startup
- Rosemount
- Neptune
- Dwyer
- Siemens
- Dayton
- And many more

8. **Programming, adjusting operations, and/or servicing backup power generators**

TAG can provide integration with all Generator Systems and Transfer Switches.
TAG works with the following Generator system Manufactures

- Caterpillar
- Kohler
- Onan
- MTU
- Generac

9. **Programmable Logic Controllers (PLC)**

TAG is a certified System Integrator for the following

- Allen Bradley
- Modicon
- Automation Direct
- ScadaPack
- GE
- Siemens
- Omron

10. **TAG has Engineers and CAD drafters located at our Eugene Facility**

- Daren Dawson
- Joel Judd
- Harold Barton
- Gary Jenks

11. **Providing UL listed control system cabinets**

TAG has a UL Panel Shop located in Eugene, Oregon

- Listing for 508a for standard control panels
- Listing for 698a for Hazardous Location
- Listing for NNNY Custom Built Hazardous Location control panels

12. **Providing mobile device access to system information**

TAG offers a "Mobile Monitoring System" for customers to login to their facility SCADA system that will give them the ability to do anything just like they are sitting at the Plant.

- Cisco VPN for Complex Systems
- TosiBox for Simple Systems

Support for the following devices

- Windows Laptop or desktop
- IOS
- iPhone
- iPad
- Android
- Any Android phone
- Any Android tablet

13. **Providing SCADA system computer support**

TAG's Programmers/Techs are capable of supporting computer systems
TAG is a Rockwell Certified Systems Integrator but can support any of the below Primary SCADA Systems

- Rockwell FactoryTalk SE/ME
- Wonderware
- Inductive Automation
- iFix
- Cimplicity
- And others

14. **Providing Variable Frequency Drives (VFD)**

TAG can provide Certified Startup and Programming for the following drives and extend the warranty.
Allen Bradley

- ABB
- Cutler Hammer

TAG can also program other drives as listed below and many more

- Square D
- Siemens
- Yaskawa
- Automation Direct
- GE

15. **Radio/Cellular/Satellite Systems**

TAG is a Distributer for CalAmp for the Pacific NW
TAG can perform Radio Studies and Installation

16. **Instrumentation**

TAG works with the following Manufactures

- Endress + Hauser
- Hach
- Chemtrac
- Rosemount
- And others

# Project Leaders

The Automation Group
DELTA Operations • Pacific Water Analytics

**Gary Jenks – President | Integrator Lead**

With 35 years of dedicated experience in the water/wastewater sector, Gary brings unparalleled expertise in overseeing and implementing system upgrades utilizing the Allen Bradley platform and holding Rockwell Silver Integrator status. His meticulous attention to detail and deep understanding of treatment plant processes enable him to swiftly diagnose issues and implement effective solutions. Gary's strategic insight will be invaluable for planning City of Dayton's current and future SCADA and infrastructure upgrades, ensuring a direct and positive impact on the community.

**CJ Connelly- PLC & Radio Specialist**

CJ's mastery of PLC programming and extensive Radio knowledge has consistently advanced the automation capabilities of water and wastewater facilities serviced by The Automation Group. He excels at designing and implementing intricate control logic that streamlines complex processes and tangibly enhances operational efficiency. As a key asset for the city, CJ's expertise will be instrumental in fulfilling its critical programming and Radio communication needs.

**Justin Heide - SCADA/HMI Specialist | Graphic Design**

Justin's SCADA/HMI design has redefined how we visualize, monitor, and manage complex processes within Water & Wastewater treatment facilities. Justin can provide his knowledge and expertise in helping the city with their SCADA system and for future upgrade projects.

**Daren Dawson - Electrical Engineer | OSU Graduate**

As an Electrical Engineer, Daren offers comprehensive back-end support across all phases of water and wastewater projects. His expertise spans the entire project lifecycle, from initial design, submittal preparation, and drawing creation to component selection and the development of final Operations & Maintenance (O&M) manuals. Daren's understanding of these critical processes makes him an asset for new facilities and essential upgrades.

**Zachary Sturges- Journeyman Electrician | PLC Programmer**

Zachary has the unique ability to service the City of Dayton as both an Electrician and PLC Programmer. This dual skill set enables Zach to not only handle the electrical aspects of systems but also to program and troubleshoot the automation components that control these systems.

**Eddie Jenks - Journeyman Electrician**

Eddie is knowledgeable about electrical codes, safety protocols, and proper installation practices as a Journeyman electrician. He licensed to perform various electrical tasks, such as installing, repairing, and maintaining electrical systems.

**Sarth Larkin - Project Manager**

Sarth is a Experienced Project Manager with a proven track record of leading complex automation and controls projects for a $10M+. Oversees Electricians, Technicians, a UL-certified panel shop, and procurement operations exceeding $4M annually. Instrumental in establishing a directive-style Project Management Office to strengthen execution and accountability.

# References

TAG partners closely with owners and general contractors to deliver exceptional workmanship while building strong, long-term relationships grounded in trust and performance. Our experienced contract administration team ensures all contractual, insurance, and compliance requirements are fully executed before work begins—providing peace of mind and a seamless project start.

We are committed to disciplined project management, maintaining strict budget control, and minimizing change orders through proactive planning and clear communication. TAG consistently works to meet — and exceed — project schedules and performance expectations, keeping critical infrastructure projects on track.

In addition to planned projects, TAG provides responsive 24/7 emergency support, ensuring our clients have a reliable partner whenever urgent needs arise.

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We have worked with the LDWC fÏÒ Á ÎÕ Í ÂÅÒ ÏÆ ÙÅÁÒÓ and provide 0,#TSCADA/HMI Services, instrumentation and telemetry services including ÓÅÖÅÒÁÌ well sites, ×ÁÔÅÒ ÓÔÏÒÁÇÅ ÔÁÎËÓ pump stations ÁÎÄ 7ÁÔÅÒ 4ÒÅÁÔ Í ÅÎÔ 0ÌÁÎÔ. Over the years we have been involved with all aspects of construction for the water systemÏ ÓÕÐÐÌÙ wells, 7ÁÔÅÒ 4ÒÅÁÔ Í ÅÎÔ 0ÌÁÎÔ and provide remote connections for the operators. We are currently the city's "System Integrator of Record".

#ÈÁÒÌÅÓ 0ÒÏÕÔÙ | 3ÕÐÅÒÉÎÔÅÎÄÅÎÔ
8585 Suver Rd.
Monmouth, OR 97361
503-838-2075

**City of Hubbard**

We have worked for the city for 12 Years and provide PLC/SCADA/HMI Services, instrumentation and telemetry services including 4 well sites, 2 Reservoirs, and a Water Treatment Plant. TAG is currently involved with the New Water Treatment Plant Improvements Project. We are currently the city's "System Integrator of Record".

Michael Krebs | Superintendent
3607 Sunset Drive/P.O. Box 380
Hubbard, OR 97032
503-982-9429

**City of Lebanon**

We have worked with the city for 8 Years and provide SCADA/HMI Services, instrumentation and telemetry services including a river intake, and 2 Reservoirs. TAG was involved with the New Water Treatment Plant and provided a PlantPAX SCADA System for high level situational awareness to meet the new concepts of SCADA. We are currently the city's "System Integrator of Record".

Jason Williams| Public Works Director
40 N 2nd Street
Lebanon, OR 97355
541-258-4280

# Gary Jenks

*President*

**Experience**

2006 - PRESENT The Automation Group, Inc. Eugene, OR

**President/Owner**

- PLC/HMI Programming
- Factory Authorized AF Drive Start-up
- Project Start-up and commissioning

2001 - 2006 LH Morris Electric, Inc. Springfield, OR

**Controls Division Manager**

- PLC/HMI Programming
- Factory Authorized AF Drive Start-up
- Project Start-up and commissioning
- Responsible for the Daily operations of the Controls Division

1995 - 2001 NW Industrial Electric Springfield, OR

**Project Manager/Foreman**

- PLC/HMI Programming
- AF Drive Start-up
- Project Start-up and commissioning
- Electrical Installations

1990 - 1995 Emerald Industrial Electric Springfield, OR

**Foreman**

- PLC/HMI Programming
- Electrical Installations

**Education**

1990 - 1993 BOLI Salem, Oregon

**Inside Wireman Apprenticeship**

**Summary of qualifications**

1993

General Journeyman License

**Accreditations**

Rockwell Automation System Integrator
Certified Drive Start-up Technician: Allen Bradley, ABB, Cutler Hammer
Advisory Board for Electronic Technology at Lane Community College

## CJ Connelly

*Systems Integrator / Communications*

**The Automation Group (TAG)** | Eugene, OR *Tenure: 10+ Years*

**Lead of Communication / Automation Specialist** | *July 2023 – Present*

- Lead the design and implementation of communication networks, focusing on efficient radio configuration on UHF and VHF bands.
- Manage high-performance telemetry utilizing NextGenRF and GE platforms.
- Program and optimize PLC systems (Rockwell, Emerson, Siemens) for mission-critical industrial automation.
- Oversee secure remote access and site-to-site connectivity using Tosibox solutions and cellular gateway programming.
- Manage light IT infrastructure, including building custom PCs and configuring workstations for engineering teams and training classrooms.

**Automation Engineer** | *July 2020 – July 2023*

- Transitioned from the production floor to the engineering department, utilizing practical wiring knowledge to assist in control system design and layout.
- Created detailed technical documentation for system integrations and remote access protocols.
- Provided technical support to bridge the gap between the panel shop and engineering regarding hardware implementation.

**Panel Shop Specialist / Wireman** | *July 2015 – July 2020*

- Executed precision wiring of industrial control panels, ensuring strict adherence to electrical schematics and UL standards.
- Mastered point-to-point wiring, component layout, and physical hardware troubleshooting.
- Ensured mechanical and electrical integrity of complex control racks prior to field deployment, serving as the final quality check before shipping.

Results-driven Automation & Communications Lead with over 10 years of tenure at The Automation Group (TAG). Career trajectory reflects a comprehensive mastery of industrial systems, advancing from five years of hands-on panel fabrication to engineering design and support, and currently leading communication infrastructure. Expert in PLC programming (Rockwell, Emerson, Siemens) and complex RF telemetry. Proven ability to bridge the gap between industrial hardware and IT infrastructure, leveraging deep physical wiring knowledge to create robust logical designs.

# Justin Heide

*HMI Systems Integrator / Graphic Design*

**Key Skills**

Graphic Design, HMI/OIT Design and Implementation, Reporting, Alarming, IP Camera Systems.

**Computer Software:** FactoryTalk View Studio, RSView 32, WonderWare, RSLogix 500 and 5000 (Studio 5000), Sytech XLReporter, Microsoft Excel, Word, Corel Draw, Adobe Photoshop.

**Employment History**

3/2011 to Present — **The Automation Group**
HMI Systems Integrator

Job Description:

- Develop SCADA and PanelView displays in FactoryTalk View SE and ME.
- Develop intelligent alarm strategies using FactoryTalk Alarm & Events.
- PLC Programming
- Develop reports for customers to supply to the State/Government using XLReporter.
- Implement alarm dial-out systems to alert customers of important events.
- Install VPN appliances to allow customers to remote view their SCADA systems.

9/1998 to 3/2011 — **Instaprint/Shelton Turnbull**
Graphic Designer
Mail Processing/Digital Printing Manager

Job Description:

- Developed digital printing solutions for use in variable print applications. Used V.I.P.P (Variable Intelligent Postscript Print) to create statement processing applications for Credit Unions.
- Developed mail-merge applications that used customer databases and processed them through mail software to apply discounted postage using barcodes.
- Created logos and brochures for customers.

**Education**

2016 — Rockwell Tech Ed – FactoryTalk SE, Studio 5000

1997 — Lane Community College – Graphic Design

# Daren Dawson

*Electrical Design Engineer*

**Experience**

2013 - PRESENT The Automation Group, Inc. Eugene, OR

**Electrical Design Engineer**

- Complete design build for UL508 control panels
- In charge of coordinating Drives and Starters for motor control
- Oversee Design and O & M/Submittal Department
- Produce complete drawings/details/specs/O&M's for review and construction

2005 - 2013 New Way Electric Eugene, OR

**Electrical Design Engineer/Project Manager**

- Experienced in coordinating and managing electrical aspects of Commercial/Industrial projects from design concept to finished project
- Interface electrical design with Developers, Architects, Engineers, Contractors & Utilities
- Project cost estimates, scheduling, purchasing & coordinating with other trades
- Calculate project load summaries, fault currents & voltage drops
- Coordinate with utilities & inspectors regarding locations, installations & requirements
- Produce complete drawings/details/specs/O&M's for review & construction

2005 New Way Electric Eugene, OR

**Electrical Design Engineer/Project Intern**

- Used AutoCAD to produce electrical blueprint designs
- Exposed to codes and industry regulations
- Worked with Electrical Designer's Software program
- Performed project cost estimating
- Submitted projects; interfaced with other experts on projects to gain professional development

**Education**

2001-2005 Oregon State University Corvallis, Oregon

**B.S. in Electrical Engineering**

- Emphasis on power systems, power electronics, electric machines, & fault studies
- Dynamic testing performance of synchronous, induction, DC, & switched reluctance motors using oscilloscopes, power analyzers, & function generators in OSU power lab
- Power electronics labs investigating components of variable frequency drives & induced variables when using VFD's to drive different motors

**Summary of qualifications**

- Electrical Analysis, Load Calculations & Producing Plans (AutoCAD)
- Electrical Designer's Reference (Software)
- Fluke Power Analyzers, Electrical Testing Equipment
- National Electric Code (NEC)
- Fluke Power Analyzers, Electrical Testing Equipment

# Zachary Sturges

*Electrician*

**Electrician, Benton Electric** 2017–2022

- Maintained a safe work environment by adhering to all local codes, regulations, and safety standards.
- Installed and maintained electrical systems in commercial, residential, and industrial settings.
- Read blueprints and schematics to properly install light fixtures and other electrical system parts.
- Used troubleshooting techniques to identify malfunctions and repair or substitute damaged units.
- Conducted tests on electrical components to ensure proper functioning before installation or repair completion.
- Mentored apprentice electricians using coaching methods to improve skills.
- Worked with a variety of materials including conduit, cable trays, switch boxes and junction boxes.
- Tested components of electrical systems using meters and other testing devices.

**Electrician Foreman - RCC** 2022–2023

- Maintained a safe work environment by adhering to all local codes, regulations, and safety standards.
- Installed, maintained and repaired underground electrical systems including cables, conduits, transformers and other related equipment.
- Adhered to local codes and regulations while completing installations or repairs in a timely manner.

**Electrician Foreman - Pure Energy Group** 2023–2025

- Installed and maintained electrical systems in commercial, residential, and industrial settings.
- Adhered to applicable codes and regulations when installing PV systems.
- Interpreted blueprints and schematics for installation of various components.
- Provided technical advice regarding design specifications for PV installations. Ensured compliance with local building codes during the installation process.

**The Automation Group Inc – Electrician** 2025–Present

- Scaling and programming of PLC systems
- Installation of fluid level transmitters and flowmeters along with other misc. electrical equipment to ensure proper functions of water and wastewater treatment processes.
- Installation of RTUs and wireless communications
- Attending pre-job walks to develop scope of work and procurement of materials

Works well in team environment, Attention to detail, Problem-solving, Wiring termination requirements, Safety procedures and regulations, Blueprint fluency, Control systems, Programmable logic controllers (PLC), Motor controls, Renewable energy integration, Industrial automation, Electrical installation.

# Eddie Jenks

Lead Electrician / Journeyman

**Professional Experience**

2020 – present
Electrician, The Automation Group (TAG)

2015-2020
Lead Electrician, Atkore international

2005-2015
Electrician, Swanson Group

2002-2005
Electrician, LH Morris

2001-2002
Electrician, Ericson Electric

1995-2001
Electrician, Estimator, Northwest Industrial Electric

1991-1995
Electrician, Emerald Industrial Electric

**Additional Skills**:

- Commercial and Industrial conduit and wiring including concentric conduit bending.
- Industrial control / PLC wiring
- VFD installation and wiring
- Testing and Troubleshooting

# Sarth Larkin, PMP

*Project Manager*

## PROFESSIONAL SUMMARY

Experienced **PROJECT MANAGER** with a demonstrated history of working in the industrial automation industry. Skilled in Negotiation, Operations Management, Microsoft Word, Team Building, and Continuous Improvement. Strong program and project management professional with a Project Management Professional Certification focused in Project Management from the Project Management Institute.

**AREAS OF EXPERIENCE/ACADEMIC PREPARATION**

- Project Management Stakeholder Management Responsive Communication
- PMO Management Report compilation Scope Development
- Project Delivery Profitability Calculation Critical Strategic Thinking
- Audit design Risk Management Capacity Planning
- Budget forecasting Change Management Long-term goal establishment
- Supervision Team collaboration Best Practices implementation

**SOFTWARE & TECHNOLOGY** - Microsoft Windows and Apple OS; OfficeSuite, Excel, Outlook, PowerPoint, Project, SalesForce, ERP, others.

**EDUCATION &** B.A. Business Management, Linfield, College

**CERTIFICATIONS -** PMP, Project Management Institute, March 2018

## PROFESSIONAL BACKGROUND

**THE AUTOMATION GROUP, INC., Eugene, OR** **(2015 to Present)**

*Leading provider of automation solutions, dedicated to delivering innovative and reliable services across various industries.*

**PROJECT MANAGER** **(2018 to Present)**

Manage many concurrent projects for a local automation contractor with $10M+ annual revenue. Support the Operations Manager in overseeing a UL certified panel shop and a crew of fifteen Electricians and Technicians. Key team lead in establishing and overseeing a directive-style Project Management Office. Served industries & customers that include: water & wastewater plants, local state and federal organizations, mills, manufacturers, dam/infrastructure controls, food and beverage, and gas and oil, among others. Manage the procurement department with an annual budget of $4M+. Track project and work order progress weekly & report updates to the team. Facilitate monthly meetings with management and ownership; maintain agenda and track progress. Keep stakeholders apprised while managing expectations.

# The Automation Group's (TAG) Certifications, Licensing and Facilities Documentation

- Rockwell Silver Status Certified Systems Integrator
- UL508A Listed Panel Shop
- CCB License
- Electrical License

**Rockwell Automation Certification**

# The Automation Group, Inc.

### Headquarters
4678 Isabelle St
Eugene, Oregon
USA

### Website
https://www.tag-inc.us

## Company Overview

The Automation Group, Inc (TAG) is built on the solid foundation of the shareholders who are actively employed by the Company.The Company supplies instrumentation and control solutions to a vast array of customers and end-users. The primary market focus of the company is Water/Wastewater Treatment Plants and our OEM customers. SERVICES PROVIDEDControl and Information Systems Integration, Consulting Engineers, PLC, DCS & SCADA Programming, Panel Design & Fabrication, Construction & Facilities Management, Calibrating Instrumentation and Electrical Equipment, Electrical Contracting. TAG is a fiscally sound corporation with experience and capabilities in all areas of the controls industry, staffing and technical product sales. Our engineering personnel have a very diverse background with experience on most major control hardware platforms in many industries. We have experience with domestic and international projects providing turnkey systems, equipment, integration work and on-site start-up and installation support. We work with clients to address an entire spectrum of needs, handling everything from engineering design to implementation in order to deliver comprehensive and cost effective services. Our sales and engineering staff have many years of process experience in the automation, controls, water and filtration marketplace.

SILVER
System Integrator
A ROCKWELL AUTOMATION PARTNER

Year Established: 2006
Total Employees: 40
Total Engineers: 12

## Expertise/Offerings

CONTROL VISUALIZATION WASTEWATER

### Industries
- Food & Beverage
- Oil & Gas
- Pulp & Paper
- Water & Wastewater

### Capabilities
- Control
- Visualization

# Industrial Control Panels

UL Certified

**DOCUMENT:** NITW.E309947 · **PRODUCT CODE (UL CCN):** NITW

| Product Category | File Number | Model Number(s) | Company |
|---|---|---|---|
| Industrial Control Panels | E309947 | Industrial Control Panels | THE AUTOMATION GROUP |

**CCB License Summary:**

# THE AUTOMATION GROUP INC

## About this Business

| | |
|---|---|
| License #: | 172839 (See also : 140498 172838 ) |
| Status: | Active |
| First Licensed: | 11/1/2006 |

Learn more about this business

## Unpaid Debt (Covers past 10 years)

| | |
|---|---|
| Unpaid Claims | $0.00 |
| Unpaid Civil Penalties | $0.00 |

## Complaint History (Covers past 10 years)

| | |
|---|---|
| Any complaints (claims) filed against this contractor? | **No** |

## Disciplinary History (Covers past 10 years)

| | |
|---|---|
| Any civil penalties or other sanctions (license suspensions)? | **No** |

## Administrative Suspensions (Covers past 10 years)

| | |
|---|---|
| Has the CCB ever suspended this contractor for lack of bond/insurance? | **Yes** |

## Find License Information from Other Agencies

| | |
|---|---|
| Plumbing and Electrical Licenses | Building Codes Division |
| Landscape Businesses Licenses | Landscape Contractor Board |
| Workers' Compensation Insurance | Department of Consumer and Business Services |

CCB Home | CCB License Search

© 2026 Oregon Construction Contractors Board

# BCD Licensing Data Search:

Results of your search

**Rows per page:** ◉ 25 ○ 50 ○ 100

Displaying 1 - 1 (1 total) |< Prev | Next >|

Your query for: **License no: 5310S**

**ERIC E WICK**

EUGENE, OR 97405

Employer: THE AUTOMATION GROUP INC

License/Registration No: **5310S**

Type: **S-General Supervising Electrician**

Status: **Active**

Original Issue Date: 07/06/2007

Expiration Date: 10/01/2028

**CE required** (all types combined): **24**

Of the total CE required, you must have at least: **12 CC Code Change**
**4 ORL Oregon Rule and Law**

Endress+Hauser

People for Process Automation

**Contact**
Chris Helliwell
Industry Manager, Environmental
Phone 406-471-3805
chris.helliwell@endress.com

April 7th, 2025

**Statement of Preferred Integrator Status**

To Whom it May Concern,

As December 1, 2024, The Automation Group (TAG) has been renewed and continues to be recognized by Endress+Hauser as a Preferred Municipal System Integrator. This qualification comes from their experience and willingness to be trained in our products and solutions. As such, this grants them with 2-year extended warranty on applicable purchased products. This is in addition to the standard 12-month warranty from date of shipment. In effect, 3-year standard product warranty from the date of shipment for all applicable products procured and commissioned by TAG.

TAG also has the support of our local, exclusive sales representative – Field Instruments & Controls. Combined, they are equipped to deliver a pre-eminent customer experience in our Environmental markets.

Best,

Chris Helliwell

**Endress+Hauser Inc.**
2350 Endress Place
Greenwood, IN 46143
USA

Phone +1 (317) 535-71 38
Fax +1 (317) 535-84 98
info@us.endress.com
www.endress.com

Endress+Hauser

People for Process Automation

**Contact**
Chris Helliwell
Industry Manager, W/WW
Phone 406-471-3805
chris.helliwell@endress.com

The Automation Group, Inc.
4678 Isabelle St.
Eugene, OR 97402

April 7th, 2025

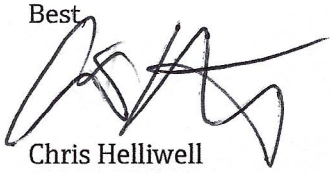
**Statement of Warranty on Product**

To Whom it May Concern,

As a preferred Endress+Hauser Systems Integrator; The Automation Group of Eugene Oregon receives an additional 2 years of product standard warranty on top of the standard 1-year warranty, from the date of shipment.

In effect, 36 months standard product warranty from the date of shipment for all products procured and commissioned by The Automation Group, Inc. from Endress+Hauser.

Best,



Chris Helliwell

**Endress+Hauser Inc.**
2350 Endress Place
Greenwood, IN 46143
USA

Phone +1 (317) 535-71 38
Fax +1 (317) 535-84 98
info@us.endress.com
www.endress.com

DELTA operations

Innovative Solutions for

# Wastewater Operations

Delta Operations knows that proper water management is vital to environmental health, just as adequate drinking water, sanitation, and hygiene are important to human health. Currently monitoring over 40 water and wastewater systems throughout the State of Oregon, Delta Operations provides DEQ-certified operators, skilled field technicians, and experienced staff to service your water monitoring needs. Our clients include governmental agencies, municipalities, schools, mobile home parks, campgrounds, wood products companies, food and beverage companies, and other small businesses. We can offer full turn-key operations or temporarily step into smaller operations to cover short-term vacancies, vacations, employee turnover, or assist with onsite projects.

**Wastewater Systems Operation**

A wastewater operator ensures that harmful materials, chemicals, and microorganisms found in wastewater are removed or destroyed before being released into the environment. Delta Operations oversees wastewater systems and creates and monitors rigorous processes to support that operator's success.

**Drinking Water Systems**

Community water system and those systems serving schools factories, office buildings, and hospitals (non-transient/non-community systems) are regulated by the Oregon Health Authority under the supervision of a certified operator. The mission of Delta's experienced, certified operators is to reduce the incidence and risk of, and exposure to, waterborne disease and hazardous substances potentially present in drinking water supplies.

**Industrial Monitoring and Stormwater Management**

The Federal Clean Water Act of 1972 established a national commitment to restore and maintain the chemical, physical, and biological integrity of the nation's waters. Delta Operations shares that commitment to provide safe water for human, fish and wildlife. We adhere to government-mandated permit requirements to provide efficient and effective systems to minimize and eliminate harmful pollutants

PACIFIC WATER ANALYTICS

- RELIEVING STRESS
- MANAGING TIMELINES
- EXPANDING RESOURCES

# Pacific Water Analytics

*Providing Environmental Laboratory Testing Services*

- Offering a wide range of environmental testing services to meet your needs
- Providing accurate and timely results to help you make informed decisions
- Our services are designed to support environmental compliance, water quality management and public health protection

## If The Automation Group is selected as Integrator of Record by the City of Dayton, TAG would like to negotiate the following terms in the Master Services Contract and the Master Procurement and Installation Contract.

**Re:** City of Dayton — System Integrator of Record RFP — Requests for Clarification

Mr. Muchmore,

TAG appreciates the opportunity to respond to the Dayton IOR solicitation. We attended the mandatory pre-submission meeting on January 22 and have spent considerable time reviewing the RFP, the Master Services Contract (Appendix A.2), and the Master Procurement and Installation Contract (Appendix A.1).

We have a few questions about the contract documents that we'd like to get on the record before submitting our proposal. These are submitted pursuant to RFP Section 9.3.

**Question 1: Limitation of Liability**

We don't see a limitation of liability provision in either contract. MSC Section 18.4 waives consequential damages on behalf of the City, but there's no reciprocal protection or aggregate liability cap for the IOR.

Over a fifteen-year term, the combination of uncapped liability, broad indemnification under MSC Section 8.1 and EJCDC Section 7.17, and a one-sided consequential damages waiver creates an exposure that's difficult to price and difficult to insure against. A single incident could generate claims that far exceed the total value of work performed under the contract.

Would the City consider adding a liability cap—say, the greater of twelve months' compensation or the IOR's applicable insurance limits—with carve-outs for willful misconduct and fraud? And would the City consider making the consequential damages waiver in Section 18.4 mutual rather than one-sided?

**Question 2: Mutual Indemnification**

MSC Section 8.1 requires the IOR to indemnify the City, and EJCDC Section 7.17 extends that to subcontractors and suppliers. There's no reciprocal obligation from the City to the IOR.

In practice, situations come up. The City furnishes incorrect as-built drawings. City personnel damage IOR-installed equipment. A third-party contractor working on an adjacent system causes an issue that gets attributed to the controls. Without a mutual indemnification provision, TAG's only recourse in those situations is litigation—which neither party wants.

Oregon already limits this through ORS 30.140, which voids indemnification clauses in construction contracts to the extent they require indemnifying the other party for their own negligence. Would the City consider amending Section 8.1 to make indemnification mutual and proportional to each party's fault, consistent with what Oregon law would enforce anyway?

**Question 3: Payment Terms and Work Continuation During Non-Payment**

MSC Section 3.2 requires the IOR to continue working during non-payment due to a fee dispute. EJCDC Section 4.04.B has similar language for all disputes or disagreements.

TAG accepts Section 3.2 as written. We're not going to walk off a job over a disagreement about a billing rate or a disputed line item. That's a reasonable provision and we understand the intent.

What the contract doesn't address is non-payment of undisputed invoices—where there's no disagreement about the amount, but payment simply doesn't come. Over fifteen years, administrations change, budget cycles shift, and funding gets tight. For a firm our size, carrying sixty or ninety days of unpaid undisputed invoices while funding prevailing-wage field crews, material procurement, and equipment purchases is a real cash flow problem.

Would the City consider adding a provision for undisputed invoices—something like net-30 payment terms with a right to suspend non-emergency services after 90 days of non-payment plus written notice? We'd obviously carve out life safety, environmental compliance, and emergency response from any suspension. TAG will always respond to a chlorine system alarm or a pump station failure regardless of the billing situation.

**Question 4: Technology E&O / Cyber Liability Insurance Requirements**

MSC Section 9.1(d) requires $5,000,000 in Technology E&O and Cyber Liability coverage, including protections for privacy violations, data theft, credit monitoring, and regulatory fines. That coverage profile is designed for an IT engagement that handles Personally Identifiable Information (PII) and financial data.

TAG's IOR scope is operational technology. We program PLCs, build control panels, configure SCADA systems, and install telemetry infrastructure. The data we work with is process control data—pump speeds, tank levels, chlorine residuals, flow rates, alarm states. We don't store, process, or transmit PII or financial records. The operational consequences of a cyber event in this environment—process disruption, equipment damage—are already covered by our CGL, professional liability, and umbrella policies.

Is the $5,000,000 cyber requirement intended to apply as written to an OT integration scope? Or would the City consider a limit that reflects the actual risk—something like $2,000,000 for the base contract, with a provision for additional coverage on specific task orders that involve IT-adjacent work like PII handling, business network integration, or remote access implementation?

**Question 5: Work Product Ownership and Open Architecture**

MSC Section 14 assigns all work product to the City as work made for hire. TAG fully supports this. Our intent—and what we believe the City should expect from any IOR—is to deliver a completely open system that the City owns outright and can hand to any qualified integrator to maintain, modify, or expand.

In the controls integration world, intellectual property concerns don't really apply the way they might in a software development engagement. No two control systems are truly alike. While integrators maintain libraries of subroutines and standard approaches, the specific arrangement

of logic in a PLC program or the layout of an HMI application is unique to each facility. It would be nearly impossible to trace a sequence of pre-configured commands in RSLogix or a set of FTView displays back to any particular source. The real value to the City isn't in protecting IP—it's in ensuring the delivered system is fully open and transferable.

To that end, TAG's approach is to develop all programming in industry-standard software platforms recognized by the water and wastewater sector—Rockwell Automation's RSLogix 5000 / Studio 5000 for PLC programming, FactoryTalk View for HMI/SCADA, and standard communication protocols. All deliverables would include complete, unprotected source code, configuration files, and documentation sufficient for any competent integrator to pick up where TAG left off.

Does the City intend for Section 14 to require anything beyond full transfer of ownership, source code, and documentation? If the expectation is simply that the City receives a fully open, non-proprietary system with complete programming and operational documentation—which is what TAG would deliver regardless—we want to confirm that understanding.

We appreciate the City's willingness to address these questions. Looking forward to reviewing any addendum that comes out of the clarification period. Happy to discuss any of this further if it would be helpful.

Respectfully,

The Automation Group

Eugene, Oregon

# PROPOSER'S RESPONSE FORM

Name of Entity Submitting Proposal: The Automation Group (TAG)

Address: 4678 Isabelle St, Eugene, OR 97402

Date: 02/10/2026

*Communications concerning this Proposal shall be addressed to:*

Contact Person: Christopher Rodriguez - Estimator

Telephone Number: (541) 359-3755 Fax Number: (541) 982-2266

Email: Estimating@tag-inc.us

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish materials and services, in accordance with the proposal documents herein.

The Proposer, by his signature below, hereby represents as follows:

(a) That no Councilor, officer, agent or employee of City is personally interested directly or indirectly in this Proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees has induced Proposer to enter into this proposal and the papers made a part hereof by its terms;

1. The Proposer represents that Proposer is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required

2. The Proposer has carefully reviewed for accuracy all statements in this Proposal and attachments, and agrees that the City will not be responsible for any errors or omissions of the Proposer in preparing this Proposal. The Proposer agrees that this Proposal may not be revoked or withdrawn for one hundred twenty (120) calendars days after the date on which Proposals are received.

3. The Proposer has examined and understands the Request for Proposal (RFP) Documents and the Proposal is made in accordance therewith.

4. Addenda. The Proposer acknowledges that it has received the following Addenda Number(s): None and agrees that all addenda issued are a part of the Proposal and have been considered in preparing this Proposal. (Proposer: insert the total number of addenda received; if no addenda were received, write "NONE" in the space.)

(b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;

3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name (type or print): Gary Jenks

Title: President

Name (type or print): Eric Wick

Title: Corporate Secretary

Name (type or print): _____

Title: _____

Proposer is a resident proposer, as defined in ORS 279A.120. If not a resident, proposer, proposer's resident state is _____.

Did the Proposer attend the mandatory pre-submission meeting? (Check one)

_X_ YES _____ NO

**If Proposer is an Individual**:

By: _____

*(Individual's Signature)*

Name (type or print): _____

Doing business as: _____

Contractor Registration #: _____ Federal Tax ID #: _____

**If Proposer is a Partnership**:

Partnership Name (type or print): _____

By: _____

*(Signature of General Partner – attach evidence of authority to sign)*

Name (type or print): _____

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

**If Proposer is a Corporation**:

Corporation Name (type or print): The Automation Group (TAG)

State of Incorporation (type or print): Oregon

Type of Corporation *(General Business, Profession, Service, LLC, etc)*: S Corporation

By: _____

*(Signature – attach evidence of authority to sign if other than president or vice-president)*

Name (type or print): Gary Jenks

Title: President

Attest: _____

*(Signature of Corporate Secretary)*

Contractor Registration #: 172839 Federal Tax ID #: 20-5766904

**If Proposer is a Joint Venture**:

Name of Joint Venture (type or print): _____

.....

First Joint Venture Name (type or print): _____

By: _____

*(Signature of joint venture partner– attach evidence of authority to sign)*

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

.....

Second Joint Venture Name (type or print): _____

By: _____
*(Signature of joint venture partner– attach evidence of authority to sign)*

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

.....

Third Joint Venture Name (type or print): _____

By: _____
*(Signature of joint venture partner– attach evidence of authority to sign)*

Title: _____

Contractor Registration #: _____ Federal Tax ID #: _____

.....

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated under the applicable category above, attach additional pages if necessary.)

## APPENDIX E

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**Project Name:** Integrator of Record

**Proposal Closing:** February 19, 2026

This form must be submitted at the location specified in the Request for Proposals on the advertised proposal closing date and within two (2) working hours after the advertised proposal closing time.

List below the name of each Subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. You must disclose subcontractors whose contract value is equal to or greater than: a) 5% of the total project bid or $15,000 whichever is greater; or b) $350,000 regardless of the percentage of the total project bid.

Enter “NONE” if there are no Subcontractors that need to be disclosed (ATTACH ADDITIONAL SHEETS IF NEEDED). Disclosure requirements do not apply to Subcontractors who only provide materials.

| | NAME | DOLLAR VALUE | CATEGORY OF WORK |
|---|---|---|---|
| 1. | NONE | | |
| 2. | | | |
| 3. | | | |

**THE CITY MUST REJECT A PROPOSAL IF THE PROPOSER FAILS TO SUBMIT THIS DISCLOSURE FORM BY THE STATED DEADLINE. Subcontractor lists will be made available to the public for inspection immediately after opening.**

**Form submitted by (proposer company name):**

The Automation Group (TAG)

**Contact Name:** Christopher Rodriguez - Estimator

**Phone Number:** 541-359-3755

# REQUEST FOR PROPOSAL
# FOR
# SYSTEM INTEGRATOR OF RECORD (IOR)

## CITY OF DAYTON, OREGON

PROPOSAL SUBMITTAL DEADLINE:
February 19, 2026 2:00 PM

WESTECH ENGINEERING, INC.
3841 Fairview Industrial Drive SE, Suite 100
Salem, Oregon 97302
(503) 585-2474

**REQUEST FOR PROPOSAL**
**SYSTEM INTEGRATOR OF RECORD**
**CITY OF DAYTON, OREGON**

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## APPENDICES


APPENDIX A.1 – System Integrator Master Procurement and Installation Contract

APPENDIX A.2 – System Integrator Master Services Contract

APPENDIX B – Project Background and Anticipated Scope of Work for System Integrator

APPENDIX C – Proposer's Response Form

APPENDIX D – Invitation to Propose

APPENDIX E – Subcontractor Disclosure Form

## 1. PURPOSE OF RFP AND PROJECT BACKGROUND:

The City of Dayton (City) is requesting proposals from consultants to (1) procure and install control & telemetry systems for existing City infrastructure, (2) procure control and telemetry systems in connection with future contemplated City infrastructure projects that involve a separate design and construction scope, and (3) provide ongoing system maintenance and minor repair work (Project), collectively, to serve as the City's System Integrator of Record (Consultant). Control and telemetry system components must be procured from Rockwell Automation, and the selected Consultant must be a Rockwell Certified Systems Integrator. This Request for Proposals (RFP) is intended to provide interested parties with sufficient information to prepare and submit proposals for consideration by the City. The City intends to enter into (the two contracts attached to this RFP as Appendices A.1 and A.2) with the selected Consultant under the terms and conditions outlined in this RFP. The City is seeking a Consultant who will be selected and awarded a contract based upon the criteria listed in Section 13 of this RFP. To clarify, there will be no design scope that would be required to be completed by a licensed engineer for this Project.

The City of Dayton serves a population of approximately 2,665 people and provides drinking water, sanitary sewer, and other public utility services to its user base. The City owns and operates a number of water supply wells and associated booster pumps, municipal springs, a municipal PRV station, a municipal water treatment plant (WTP) and three potable water storage reservoirs, as well as associated ancillary systems and appurtenances. The City also owns and operates four sewer pump stations and a wastewater treatment plant, as well as associated ancillary systems and appurtenances. The City owns and operates supervisory control and data acquisition (SCADA) systems connected to many of these utilities.

Partial upgrades to the City's SCADA system were completed over the past several years in order to replace and upgrade certain obsolete components and expand the SCADA system's capabilities and resiliency, as well as additional upgrades and improvements to various water & sewer system components which are currently under construction or in the planning stages. The selected Consultant will perform services to complete the desired upgrades and improvements to the existing SCADA system, and will also provide electrical and control system installation and integration support for current projects under construction and in the planning stages. Further, the selected consultant will provide similar support for future projects, as described in greater detail in Appendix B. Finally, the consultant will provide ongoing repairs and maintenance services for the City's SCADA system.

## 2. DEFINITIONS:

Unless otherwise stated or the context otherwise implies, words, terms, and phrases used in this Request for Proposal shall have the meaning ascribed to them in the engineering and environmental services profession.

As used in this RFP:

"Addendum" means any document issued by the City to modify the terms and conditions of this RFP document.

"Consultant" means a respondent selected by the City through this RFP who enters into a Master Services Contract and Master Procurement and Installation Contract with the City to provide services included under this RFP.

"City" means City of Dayton, Oregon

"EOR" means the Engineer of Record (i.e. contract City Engineer), Westech Engineering Inc, of the City of Dayton.

"Master Procurement and Installation Contract" means the written contract between the City and a Consultant that will establish the general requirements for Work Assignments (see Appendix A.1).

"Master Services Contract" means the written professional services contract between the City and a Consultant that will establish the general requirements for maintenance work (see Appendix A.2).

"Proposal" means a written proposal and statement of qualifications submitted by a respondent in response to this RFP.

"Proposer" or "Respondent" means any person or entity that submits a written proposal and statement of qualifications in response to this RFP.

"Proposer's Response Form" means the form attached to this RFP as Appendix C.

"RFP" or "Request for Proposals" means this document, all attached appendices, other documents incorporated by reference in this document, and addenda to this RFP.

"Services" means all labor, equipment, materials, opinions, reports, and other planning, consulting, construction, installation or other services which are authorized by the City.

"Shall": The term is considered a mandatory obligation, and synonymous with the phrase "has a duty to" when referring to a capable actor, and with the word "must" when referring to a requirement regarding an inanimate object or a status.

"Work Assignment" means a discrete written agreement or task order between the City and the Consultant pursuant to which the Consultant agrees to perform specific defined Services.

When not inconsistent with the context, words in the plural number include the singular and words in the singular include the plural. However, references to "the Consultant" do imply that there is only one Consultant providing the same or similar services provided for under this RFP. It is the City's intent to award a Master Services Contract to one Consultant under this RFP.

## 3. SCOPE OF SERVICES:

3.1 The Consultant will be expected to provide services similar to those described in Appendix B. The City intends to enter into a Master Services Contract and Master Procurement and Installation Contract in substantially the same forms as the sample contracts in Appendix A. As specific work tasks are defined, the City will solicit a scope of work and cost proposal from the Consultant and issue a task order for the work under the terms of the Master Procurement and Installation Contract. Maintenance and minor repair work will be provided without task order, on an as-needed basis.

3.2 The Consultant shall perform the Services to the City as an independent contractor in accordance with the highest professional standards prevalent in Consultant's industry. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all Services that it performs.

3.3 The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the Services that are caused by Consultant's acts or omissions.

**4. INFORMATION CONCERNING RFP:**

4.1 The EOR is the sole point of contact in the City for this selection action. All correspondence pertaining to this RFP shall be directed to the EOR at:

Westech Engineering, Inc.
Attention: Denny Muchmore, P.E.
3841 Fairview Industrial Dr. SE, Suite 100
Salem, OR 97302

Telephone: (503) 585-2474
Email: dmuchmore@westech-eng.com

4.2 Respondents are cautioned not to make any assumptions as to the implied meaning or intent of any part of this RFP. Respondents shall request clarification if needed. Every request for information on, or clarification of, this RFP must be submitted to the EOR in writing by February 13, 2026 at 10:00am.

4.3 Respondents submit proposals solely at their own expense and the City is not responsible for any of Respondents' expenses associated with responses to this RFP.

4.4 Any prospective respondent may protest the provisions of this RFP or any aspect of the procurement process by filing a written protest to the RFP by February 10, 2026 at 5:00pm, or may protest a notice of intent to award by filing a written protest to the notice of intent to award (NITA) within 7 days of the City's issuance of the NITA . Failure to file a protest will be deemed a waiver of any claim by a respondent that the RFP or procurement procedure violates any provision of ORS Chapter 279A, 279B, 279C, or the City's Public Contracting Rules.

## 5. SCHEDULE OF EVENTS:

5.1 The following schedule of events shall be followed for this RFP:

REQUEST FOR PROPOSAL ADVERTISED..... January 9, 2026

LAST DATE FOR SOLICITATION PROTEST .....February 10, 2026

LAST DATE FOR SOLICITATION QUESTIONS .....February 13, 2026

PROPOSAL SUBMITTAL DEADLINE .....February 19, 2026 at 2:00 pm.

NOTIFICATION OF INTENT TO INTERVIEW PROPOSERS ..... March 5, 2026

INTERVIEWS OF PROPOSERS (IF REQUESTED) ..... March 19, 2026

EXPECTED DATE FOR NOTICE OF INTENT TO AWARD ..... March 30, 2026

END OF CONTRACT AWARD PROTEST PERIOD.....April 6, 2026

EXPECTED DATE FOR CITY COUNCIL AWARD .....April 20, 2026

5.2 The schedule of events in Subsection 5.1 is intended to allow prospective respondents sufficient time to submit requests for information and for the preparation of Proposals.

**MANDATORY PRE-SUBMISSION MEETING:** All prospective proposers are required to attend a mandatory pre-submission meeting and site visit prior to submission of proposals in order to become acquainted with the City facilities and project specifics.

The mandatory pre-submission site visit will be held beginning at the Water Treatment Plant located at 1209 Ferry St., Dayton Oregon 97114 on January 22, 2026 at 2:00 pm local time. Submissions will not be accepted without proof of attendance at this pre-submittal meeting and sit visit. For questions regarding the pre-submission meeting, please contact the City EOR.

## 6. ADDENDA TO THE REQUEST FOR PROPOSALS

The provisions of this RFP cannot be modified by oral interpretations or statements. If inquiries or comments by respondents raise issues that require clarification by the City or the City decides to revise any part of this RFP, addenda will be provided to all persons who receive the RFP from the EOR. Receipt of all Addenda must be acknowledged by completing the addenda acknowledgment paragraph of the Proposer's Response Form and submitting the completed and signed form with the Proposal.

## 7. FORMAT OF PROPOSALS:

7.1 Proposals shall be submitted in the format described in this section and include the content specified in Section 8.

7.2 In order to be considered for selection, a respondent must submit a complete, succinct response to this RFP. The proposal shall be prepared simply and economically, providing a concise description of the respondent's capabilities to provide services. The City will not reimburse respondents for any costs incurred in the preparation and presentation of their proposals.

7.3 The proposal shall be typed. The proposal shall be organized in accordance with the list of contents specified in Section 8. The proposal shall not exceed the page limits listed in Section 8, *excluding* both the Cover Sheet and the Proposer's Response Form. If a respondent submits a proposal exceeding this limit, the City will consider the pages up to that allowable number and discard all subsequent pages. One (1) page is defined as: one (1) side of a single 8-1/2" x 11" page, with 12-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, resumes, etc., will be counted as one (1) page. Respondents may use their discretion for the font size of the other materials (e.g. graphics, charts).

7.4 The proposal shall be signed in ink by a person who is authorized to represent the respondent.

7.5 A proposal from a partnership shall be signed by at least one partner authorized to sign on behalf of the partnership.

7.6 A proposal from a corporation shall be signed by the President, the Chief Executive Officer, or other person authorized to act on behalf of the corporation, and shall include evidence of the corporate officer's authority to sign. The State of Incorporation shall also be identified.

7.7 By submitting a proposal, a respondent acknowledges that:

7.7.1 The respondent has read and understands this RFP; and

7.7.2 The respondent is familiar with the conditions that will affect the respondent's performance, if the respondent is selected by the City.

## 8. CONTENT OF PROPOSALS:

8.1 Content of proposals shall include information and be organized as described below. Respondents shall respond to each category.

8.2 Proposals shall include a cover sheet with the following items. 1 page limit.

8.2.1 Respondent's name, address, email address, and telephone number;

8.2.2 Name and contact information of primary contact person;

8.2.3 Signature, printed name, and title of respondent's authorized representative;

8.2.4 A statement indicating acceptance of the City's proposed Master Services Contract provisions or suggestions of reasonable alternatives that do not

substantially impair the City's rights under the contract in accordance with Section 9 of the RFP;

8.2.5 Date of signature.

8.3 Minimum Requirements of Proposers: It is a requirement that Proposers possess the following minimum certifications, licensing and facilities. Proposers shall furnish documentation to validate that the following minimum qualifications are met. Such documentation demonstrating compliance with these requirements is not included in the page number limit, but shall be provided in a separate section, appropriately labeled, at the end of the proposal.

8.3.1 Proposers shall be officially recognized as a Rockwell Certified System Integrator. Proposers shall furnish documentation from Rockwell to validate this status;

8.3.2 Proposers shall own and operate a UL508A Listed Panel Shop. Proposers shall furnish documentation to validate this status;

8.3.3 Proposers shall be licensed by the Oregon Construction Contractors Board (CCB) as a licensed Contractor in good standing;

8.3.4 Proposers shall have licensed electricians on staff, including both low voltage and high voltage (up to 480v 3 phase power) electricians.

8.4 Firm Description: 5 page limit. A description of the Proposer's company, documentation of insurance, and a description of the proposer's resources, including a summary of staff, equipment, and facilities.

8.5 Qualifications, Resources, and Experience. 10 page limit. This section shall describe the Proposer's specific qualifications and experience with control system and integration work similar to the work anticipated by the City.

8.6 Project Team. 10 page limit. This section shall describe the experience of key personnel on the proposed project team. Certifications of key staff shall be listed. This section shall include complete contact information for the project manager that will be assigned to this project, including a resume of his or her experience. The individual's education, training, certifications, and experience shall be identified. Indicate whether experience is with the Proposer or with a former employer.

8.7 References: 1 page limit. Contact information for a minimum of three municipal references for which the proposer has provided services similar to those anticipated by the City. These references listed must be familiar with the proposed project team members.

8.8 Hourly Rates: 2 page limit. Provide hourly rates billing rates for all staff and crew time, as well as reimbursables.

8.9 Additional Information. 5 page limit. Any additional information respondents feel is relevant to assess the capabilities and qualifications of their company to successfully complete the Scope of Work.

8.10 Proposers must submit the Proposer's Response Form attached to this RFP as Appendix C.

## 9. CONTRACT:

9.1 The Consultant selected by the City will be requested to enter into two contracts in the forms attached to this RFP as Appendix A. The contract provisions proposed by the City are intended to assign the relative rights and responsibilities of the parties in a manner that will promote quality in the Services.

9.2 The selected Consultant shall provide Certificates of Insurance in an amount not less than those listed in the contracts.

9.3 The proposal shall either indicate acceptance of the City's proposed contracts provisions or suggest reasonable alternatives that do not substantially impair the City's rights under the contracts. Unconditional refusal to accept the contracts provisions proposed by the City without offering acceptable alternatives may result in the disqualification of the respondent or result in a less favorable evaluation of its proposal.

9.4 Following the selection of the successful Consultant, the City may agree to negotiate limited changes to the provisions of the sample contracts. However, the City is not required to make any changes. Prospective Consultants are cautioned that the City believes modifications to the standard provisions constitute increased risk and increased cost to the City. The City reserves the right to negotiate final contracts that are in the best interest of the City.

If inclusion of any of the City's proposed contracts provisions will result in higher cost for the Services, such contracts provisions and associated costs shall be specifically identified in the proposal.

9.5 The anticipated initial term of the contracts will be five (5) years with the City's option to extend the term for two additional 5-year periods.

9.6 The awarded contracts are for public works projects subject to state prevailing rates of wage under ORS 279C.800 to 279C.870 and, dependent on federal funding, the federal prevailing rates of wage under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), or both. The City will not receive or consider a proposal unless the proposal contains a statement by the proposer that the proposer will comply with ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 et seq.

## 10. WORK ASSIGNMENTS:

10.1 Before performing any work for which the Consultant will seek compensation under the System Integrator Master Services Contract, the selected Consultant shall prepare a detailed scope of work, budget of costs, and project schedule for a specific work task solicited by the City. The scope of work shall include all tasks and deliverables

necessary to complete the work scope requested by the City. The budget of costs shall assign task numbers to each task outlined in the scope of work and show the budgeted number of hours, team member assignments, and hourly rate for each task. The City will then issue a work assignment or task order under the provisions of the System Integrator Master Services Contract.

10.2 The selected Consultant shall not begin work on any work assignment or task until the City has issued a Notice to Proceed or Task Order for that work assignment or task.

## 11. SUBMISSION OF PROPOSALS:

11.1 Proposals shall be delivered to office of the EOR before **2:00 PM on February 19, 2026**. Proposals received after the specified time and date will not be considered. Proposers must also submit a subcontractor disclosure form for the installation scope no later than two hours after the RFP closes.

All proposals shall be signed and dated in ink and submitted in a sealed envelope labeled with the name of the proposal (City of Dayton, System Integrator of Record) and the name of the proposer. The color scanned copy of the proposal shall also be submitted digitally on a USB flash drive included in the envelope (ie. as a single PDF file containing all pages in the proposal and all attachments). Emailed or faxed submittals will not be accepted or considered.

The City is not responsible for mail delivery delays. Respondents are encouraged to submit mailed proposals well prior to the deadline and to confirm receipt of the proposal by telephone.

11.2 Respondents shall submit their proposal to the EOR at the address shown below.

Denny Muchmore, P.E.
Westech Engineering, Inc.
3841 Fairview Industrial Drive SE
Salem, OR 97302

11.3 Each respondent's proposal shall be irrevocable for one hundred and twenty (120) days from the submission deadline or until the City specifically rejects the proposal or executes a contract with another respondent, whichever occurs first.

11.4 The City reserves the right to hold the proposals (rather than opening them immediately after the submittal deadline) so that the proposals can be opened and evaluated by City staff, at a time determined by the City.

11.5 There will be no public opening of proposals. Proposals received will not be available for inspection after the evaluation process has been completed and the notice of intent to award has been issued. However, the City will record and make available the identity of all proposers after opening of proposals.

## 12. WITHDRAWAL OF PROPOSALS:

Any proposal may be withdrawn by delivering a written request to the EOR at any time prior to the date of closing. The request shall be executed by a duly authorized representative of the respondent. Proposals withdrawn early may be resubmitted prior to the deadline.

## 13. EVALUATION OF PROPOSALS:

13.1 Proposals will be scored and evaluated by City staff. Scoring and evaluation will focus on the qualifications and response provided in the proposal.

13.2 The City may interview one or more ranked respondent(s), but the City is not required to interview any or all respondents.

13.3 Proposals that do not contain all information required by this RFP or are otherwise non-responsive, may be rejected, or given a lower rating in the evaluation process. The City may waive minor informalities in a proposal.

13.4 The City may request supplemental information from a respondent concerning the respondent's ability to perform services. If a respondent fails to provide supplemental information promptly after receiving a written request from the City, the City may refuse to consider the Respondent's proposal.

13.5 In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City shall have exclusive discretion to determine the intent, purpose, and meaning of any provision in this RFP.

13.6 City staff will apply the following criteria in making a recommendation to the City Manager for the award of the contracts. The criteria are listed with the range of points that respondents can score in each category.

| | | |
|---|---|---|
| A. | Favorable references and proven track record for control system, integration & programming services. | (0-10 pts) |
| B. | Product & service quality and expected performance | (0-30 pts) |
| C. | Quality and completeness of proposal | (0-10 pts) |
| D. | Service capabilities and support after facility commissioning, considering location of service representatives, track record for other municipalities in western Oregon. | (0-20 pts) |
| E. | Cost (Hourly Rates) | (0-20 pts) |
| F. | Interviews (if held) | (0-10 pts) |

## 14. SELECTION:

14.1 The City reserves the right to modify or incorporate additional steps in the evaluation process in the best interest of having a thorough and comprehensive body of

information in order to make a recommendation on final approval to the City Council.

14.2 The City may award the contracts to and negotiate the contracts with the most qualified, responsive, responsible respondent, as determined in the sole discretion of the City. The highest ranked proposal based upon the evaluation criteria described in Section 13 may be identified as the finalist.

14.3 The City will determine if the apparent successful respondent is responsible prior to award and execution of the contract. All respondents must sign and submit the Responsibility Determination Form set forth in Appendix C-1.

14.4 If the City and the selected respondent are unable for any reason to negotiate a contract, the City will, either orally or in writing, formally terminate negotiations with the selected respondent. The City may then negotiate with the next most qualified respondent. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

14.5 All respondents not selected will be notified of the City's decision by issuance of a Notice of Intent to Award, which will be sent to all respondents who submitted a timely and responsive proposal. After the City selects a Consultant to perform the services and issues a Notice of Intent to Award, any proposer may review the evaluation documentation at the office of the EOR. If there are disagreements with the outcome of the selection process, the proposer must submit any protest in writing to the EOR within seven (7) days after the issuance of the Notice of Intent to Award. A written response will be issued by the City for any protest from a proposer, prior to execution of the contract with the selected proposer.

14.6 The Services and responsibilities set forth in this RFP, together with any other documents required herein, shall be included in the contracts executed by the successful Proposer, as indicated in the Contract forms attached as Appendix A. Any open terms in the attached contracts will be completed based on City negotiation and the Respondent's proposal. Subject to Section 9.3 of this RFP, submittal of a proposal indicates a Proposer's intent to execute the attached contracts and to be bound thereby.

14.7 Rights Reserved – The City reserves the right to:

- 14.7.1 Reject any proposal not in compliance with all provisions of the RFP, all prescribed public contracting procedures and requirements and other applicable laws.
- 14.7.2 Reject for good cause any or all proposals upon the City finding that it is in the public interest to do so.
- 14.7.3 Reject any proposal or proposals not meeting or differing from the requirements set forth herein.
- 14.7.4 Waive any and all minor irregularities or informality in the proposal submitted when, in the opinion of the City, it is in its best interest to do so.
- 14.7.5 Consider the competency and responsibility of proposers in making any decisions to select a proposer and/or execute a contract.

14.7.6 Reject a selected proposer if within a reasonable time, determined solely at the discretion of the City, the proposer has not executed a contract with the City.

14.7.7 Hold the three proposals determined best by the City under consideration until the final award is made, provided that the City shall award the contract within 120 days after the proposal opening date.

14.7.8 Extend the deadline for submitting proposals.

14.7.9 Seek other proposals, if deemed in the public interest.

14.7.10 Cancel the RFP when the cancellation is in the best interest of the City as determined by the City, or to reject any proposal not in compliance with all prescribed public procurement procedures and requirements, or, for good cause, reject all proposals upon a finding of the City that it is in the public interest to do so. If the City cancels this procurement after proposals have been submitted, the proposals will be returned, but the City will keep a list of the proposals received.

14.8 All information submitted by a proposer shall become and remain the property of the City and is considered public information and subject to disclosure pursuant to the Oregon Public Records Law, except such portions of the proposal, as identified by the proposer, which are exempt from disclosure consistent with Oregon law. If a proposal contains any information that the proposer believes is exempt from disclosure under the various grounds specified in the Oregon Public Records Law, the proposer must clearly designate each such portion of its proposal as exempt at the time of proposal submission, along with a justification and citation to the legal authority relied upon. Identifying the proposal, in whole, as exempt from disclosure is not acceptable. Failure to identify specific portions of the proposal as exempt shall be deemed a waiver of any future claim of that information as exempt.

The City will make available to any person requesting information, through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any proposer to do so. City may also, in its sole discretion, elect to publish all such information at any time, regardless of whether or not a public records request has been received. However, if a public records request is made for material marked by the proposer as exempt, the City will attempt to notify the impacted proposer prior to any release of the material. Application of the Oregon Public Records Law by the City will determine whether any information is actually exempt from disclosure. The City accepts no liability for the release of any information submitted

14.9 Selection of a successful proposer under this RFP is not a guarantee of a contract award, nor is the award of a contract for any portion of the work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Dayton. All legal rights and obligations between the successful proposer, if any, and the City will come into existence only when a contract is fully executed by the parties, and the legal rights and obligations of each party shall at that time

be only those rights and obligations which are set forth in the contract and any other documents specifically referred to in that contract and executed by the parties.

**15. MISCELLANEOUS:**

15.1 RFP documents may be examined at Dayton City Hall, 416 Ferry Street, Dayton, Oregon 97114 during normal business hours, Monday through Thursday, 8:00 am to 5:30 pm. City offices are closed 12:00 pm to 12:30 pm for lunch.

15.2 Eacher proposer to this RFP must identify in their proposal whether they are a “resident Bidder,” as defined in ORS 279A.120.

15.3 Each proposer to this RFP must identify in their proposal whether they are certified as a disadvantaged business enterprise (DBE), minority-owned, woman-owned, veteran-owned, or emerging small business under ORS 200.055, and must maintain such certification for the term of any contract awarded based on that status.

15.4 This is a public works contract subject to ORS 279C.800 to 279C.870.

# APPENDIX B

## SYSTEM OVERVIEW FOR SYSTEM INTEGRATOR OF RECORD RFP

### Background Information

The City of Dayton intends to upgrade and expand the existing City facilities, including but not limited to the Supervisory Control and Data Acquisition (SCADA) System, as well as the local control systems & telemetry systems at existing & future water and wastewater facilities, the existing & future City Hall/Library/Community Center campus facilities, etc. The City of Dayton intends to select an experienced and qualified System Integrator of Record (IOR) to provide such services. The IOR will collaborate with both the City and the City's various consultant(s) to develop the best solutions for the control system and SCADA system improvements and expansion.

The City's control, telemetry & SCADA system consists of a main SCADA system at the Water Treatment Plant (Main site) and various remote sites (water & sewer pump stations, reservoirs/tanks, wells & associated improvements, municipal springs and associated improvements, pressure reducing valve, City buildings, etc.). The Water Treatment Plant has the Main PLC, SCADA server and HMI. Remote sites which are telemetry enabled typically contain a PLC, telemetry system, radio or cellular modem and antenna, etc. The primary SCADA software is Rockwell Automation FactoryTalk version 14 and was installed approximately 2 years ago. Allen Bradley Control Logix Programmable Logic Controllers (PLCs) are the standard PLC currently utilized by the Water Treatment Plant Main SCADA. There also is an Allen Bradley MicroLogix 1400 which handles the radio polling on both the serial side (Modbus RTU) and ethernet side. There is again another Allen Bradley MicroLogix 1400 that controls the chlorine generation unit. Also, the remote sites which have been upgraded use Allen Bradley MicroLogix 1400s (TP1 and Breyman), although there are some older legacy control systems which have not yet been upgraded use Schneider Modicon PLCs (this is Well1, 2, 3, 4, 5, Springs Reservoir, McDougal Wells, and the PRV site. Well 2 and Well 5 use a different flavor of PLC but it is still the same programming software.). Serial MDS 4710 radio modems and Yagi antennas with an OMNI Antenna at the WTP are utilized as the current telemetry standard. For the upgraded sites Sierra Wireless Cellular modems are used for communication back to the WTP. A landline auto dialer is communicating to the Main SCADA Server for Alarms & Events and utilized for alarm notification to the City's operators via voice message.

The following table is a general summary existing sites only, but may not be entirely complete and is not intended to reflect all existing conditions or all existing equipment which is controlled/monitored at each site, and does not include all future anticipated sites, systems or equipment.

| Site | Equipment/Systems Directly Controlled/Monitored by Local Control System at the Site | Control, Telemetry & SCADA Equipment |
|---|---|---|
| **Water Treatment Plant (WTP)** | 1. WTP Pressure Filters & ancillary systems.<br>2. Chlorination system & chlorine level monitoring.<br>3. Reservoir water level monitoring<br>4. Emergency Power Generator.<br>5. Water storage reservoir at WTP site.<br>6. Dayton Service Pumps, VFD speed control.<br>7. Dayton Fire Pump.<br>8. Dayton Discharge flow meter.<br>9. Call for water from various wells.<br>10. Lafayette Transfer Pumps, VFD speed control.<br>11. Lafayette Discharge flow meter. | A. WTP System PLC<br>B. SCADA Server (monitors all local and remote systems with telemetry capabilities)<br>C. Primary SCADA HMI (Human Machine Interface)<br>D. Various antennae & various modems (telemetry system communications) |
| **Water, Wellfield Wells 1-5** | 1. Well Pump controls (VFD speed control) & associated downhole level transducer<br>2. Well discharge flow meter<br>3. Methane Stripper<br>4. Booster Pump after methane stripper | A. Local Control Panel<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & radio modems |
| **Water, Watershed Reservoirs** | 1. Reservoir water level monitoring | A. Local Control Panel<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem |
| **Water, Watershed Springs Chlorination Building** | 1. Chlorination system & chlorine level monitoring.<br>2. Flow meter.<br>3. Turbidimeter. | A. Local Control Panel<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem |
| **Water, Watershed McDougall Well 1 & Well 2** | 1. Well Pump controls<br>2. Manual Well discharge flow meter | A. Local Control Panel<br>B. No current telemetry link or SCADA connection. |

| Site | Equipment/Systems Directly Controlled/Monitored by Local Control System at the Site | Control, Telemetry & SCADA Equipment |
|---|---|---|
| **Water, PRV Watershed Station** | 1. PRV operational position & status.<br>2. Flow meter.<br>3. Pressure relief valve. | A. Local Control Panel<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & radio modem |
| **Water, Fisher Farms Wells 1-4** *(future, planning stage)* | 1. Well Pump controls (VFD speed control) & associated downhole level transducer<br>2. Well discharge flow meter<br>3. Methane Stripper<br>4. Booster Pump after methane stripper | A. Local Control Panel(s)<br>B. Telemetry/SCADA system PLC.<br>D. Antennae & radio modem(s) |
| **Sewer, WWTP** | 1. Chlorination system.<br>2. Dechlorination system & chlorine level monitoring.<br>3. Discharge flow meter.<br>4. Lagoon 2 aerators. | A. Local Control Panel.<br>B. No current telemetry link or SCADA connection. |
| **Sewer, Main Pump Station (MPS)** | 1. Sewage pumps (duplex low flow pumps, duplex high flow pumps), VFD speed control<br>2. Wetwell water level monitoring<br>3. Emergency Power Generator.<br>4. High level alarm system.<br>5. MPS discharge flow meter. | A. Local Control Panel.<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem. |
| **Sewer, Remote Overflow, Main Pump Station** | 1. Wireless level measurement (ultrasonic & transducer), overflow alarm system | A. Antennae & cellular modem. |
| **Sewer, 9th Street Pump Station** | 1. Sewage pumps (duplex pumps)<br>2. Wetwell water level monitoring<br>3. Emergency Power Generator.<br>4. High level alarm system.<br>5. Overflow alarm system. | A. Local Control Panel.<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem. |

| Site | Equipment/Systems Directly Controlled/Monitored by Local Control System at the Site | Control, Telemetry & SCADA Equipment |
|---|---|---|
| **Sewer, Palmer Creek Pump Station** | 1. Sewage pumps (duplex pumps)<br>2. Wetwell water level monitoring<br>3. Emergency Power Generator.<br>4. High level alarm system.<br>5. Overflow alarm system. | A. Local Control Panel.<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem. |
| **Sewer, Hwy 221 Pump Station** | 1. Sewage pumps (duplex pumps), VFD speed control<br>2. Wetwell water level monitoring<br>3. Emergency Power Generator.<br>4. High level alarm system.<br>5. Overflow alarm system. | A. Local Control Panel.<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem. |
| **Sewer, Ash Road Pump Station** *(future, planning stage)* | 1. Sewage pumps (triplex pumps anticipated), VFD speed control<br>2. Wetwell water level monitoring<br>3. Emergency Power Generator.<br>4. High level alarm system.<br>5. Overflow alarm system. | A. Local Control Panel.<br>B. Telemetry/SCADA system PLC.<br>C. Antennae & cellular modem. |
| **City Hall, Public Works Office & Community Center Campus** | 1. Alarms, etc. | A. To be determined. |

# APPENDIX D

## INVITATION TO PROPOSE

The City of Dayton, Oregon ("City") requests proposals from qualified consultants to serve as the City's System Integrator of Record for its control and telemetry (SCADA) systems. The selected consultant will (1) procure and install control and telemetry systems for existing City infrastructure, (2) procure such systems in connection with future City infrastructure projects, and (3) provide ongoing system maintenance and minor repair services.

Control and telemetry components must be procured from Rockwell Automation, and the selected consultant must be a Rockwell Certified Systems Integrator. The City intends to enter into a Master Services Contract and a Master Procurement and Installation Contract with the selected consultant. The anticipated initial term of the contracts will be five years with the option to extend for two additional 5-year periods.

A mandatory pre-submission meeting and site visit will be held at 2:00 p.m. on January 22, 2026, beginning at the Dayton Water Treatment Plant, 1209 Ferry Street, Dayton, OR 97114. Attendance is required to submit a proposal.

Proposals must be received by 2:00 pm on February 19, 2026 addressed to Westech Engineering, Inc., Attention: Denny Muchmore, P.E., 3841 Fairview Industrial Drive, SE, Salem, OR 97302, in a sealed envelope clearly marked "City of Dayton, System Integrator of Record," along with the name of the proposer.

Copies of the full RFP, including appendices with the sample contracts and proposer's response form, may be obtained from Westech Engineering, Inc., Attention: Denny Muchmore, P.E., 3841 Fairview Industrial Dr. SE, Suite 100, Salem, OR 97302, (503) 585-2474, dmuchmore@westech-eng.com.

Requests for clarification must be submitted in writing no later than February 13, 2026, at 10:00 a.m. Protests to the solicitation must be filed no later than February 10, 2026, at 5:00 p.m.

The City reserves the right to reject any or all proposals or to waive irregularities.

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**To:** Honorable Mayor and City Councilors

**From:** Jeremy Caudle, City Manager

**Issue:** FY 2024/2025 annual financial statements

**Date:** April 6, 2026

**Background:**

The City's external auditors, REDW, have completed the audit of our annual financial statements for the fiscal year beginning July 1, 2024.

- The audit opinion is "unmodified."
- This means the financial statements are reliable and fairly presented, according to accounting rules.
- This is on the agenda as an informational item.

**Yes, but:**

- An unmodified opinion does not mean there's zero error or that fraud is impossible.
- It just means that, based on the auditor's tests, they didn't find any major problems.
- Management and the City Council are ultimately responsible for internal control.

**Legal considerations:**
The Municipal Audit Law (ORS 294.405) requires cities to complete annual financial statement audits.

- The law sets a December 31 deadline to do the audit for the preceding budget year.
- Once done, we must turn in the financial statements to the State Audit Division.
- We did not meet the December 31 deadline, so we requested and received an extension.

**Note:**
While we received an unmodified opinion, the auditor did find several significant deficiencies. We will cover that in the next agenda item.

**Next steps:**

- We have submitted the financial statements and paid the filing fee to the State Audit Division.
- We need to submit an action plan to the State Audit Division addressing the significant deficiencies.
- After that, this will be done.

**Attachments (responses received):**

- FY 2024/2025 financial statements.

# City of Dayton, Oregon

*Annual Financial Report*

*Year Ended June 30, 2025*

redw Advisors & CPAs

# City of Dayton, Oregon

City Officials
June 30, 2025

| Name and Address | Position | Term Expires |
|---|---|---|
| Annette Frank | Mayor | December 31, 2026 |
| Drew Hildebrandt | Council President | December 31, 2028 |
| Kitt Mackin | Council Member | December 31, 2028 |
| Jim Maguire | Council Member | December 31, 2026 |
| Robin Pederson | Council Member | December 31, 2028 |
| Chris Teichroew | Council Member | December 31, 2026 |
| Luke Wildhaber | Council Member | December 31, 2026 |

Council members receive mail at the City's address

**Appointed Officials**

Jeremy Caudle
City Manager
P.O. Box 339
Dayton, Oregon 97114

# City of Dayton, Oregon

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# Financial Section

redw
Advisors & CPAs

# Independent Auditor's Report

Honorable Mayor and Members of the City Council
City of Dayton
Dayton, Oregon

## Report on the Audit of the Financial Statements

### *Opinions*

We have audited the modified cash basis financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Dayton (the "City") as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective modified cash basis financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2025, and the respective changes in financial position-modified cash basis and, where applicable, cash flows-modified cash basis, thereof for the year then ended in accordance with the modified cash basis of accounting described in the summary of significant accounting policies in the notes to the financial statements.

### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### *Emphasis of Matter – Basis of Accounting*

We draw attention to the notes to financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.



Advisory, Assurance, and Tax offered through REDW LLC. Wealth Management offered through REDW Wealth LLC.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in the notes to the financial statements, and for determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. Management's discussion and analysis, the combining and individual fund financial statements, and schedule of expenditures of federal awards, as required by Title 2 *U.S. Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, which are the responsibility of management, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information as listed in the table of contents is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

**Other Reporting Required by Legal and Regulatory Requirements**

*Reporting Required by Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have issued our report dated March 26, 2026, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance. Reporting Required by Oregon Minimum Standards.

*Reporting Required by Oregon Minimum Standards*

In accordance with Minimum Standards for Audits of Oregon Municipal Corporations, we have issued our report dated March 26, 2026, on our consideration of the City's compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance.

Ryan T. Pasquarella, Principal
For REDW LLC
Salem, Oregon
March 26, 2026

# City of Dayton, Oregon
## Management's Discussion And Analysis
## For the Fiscal Year Ended June 30, 2025

The management of the City of Dayton, Oregon presents this narrative overview and analysis to facilitate both a short and a long-term analysis of the financial activities of the City for the fiscal year ended June 30, 2025. Management's Discussion and Analysis (MD&A) is based on currently known facts, decisions, and conditions that existed as of the date of the independent auditor's report. Please read it in conjunction with the City's financial statements which follow this section.

**Financial Highlights**

| | June 30, | | |
|---|---|---|---|
| | 2025 | 2024 | Change |
| Net Position | $ 3,060,011 | $ 1,660,385 | $ 1,399,626 |
| Change in Net Position | 1,399,626 | (3,052,277) | 4,451,903 |
| Governmental Net Position | 1,095,982 | 1,007,105 | 88,877 |
| Proprietary Net Position | 1,964,029 | 653,280 | 1,310,749 |
| Change in Governmental Net Position | 88,877 | (481,617) | 570,494 |
| Change in Proprietary Net Position | 1,310,749 | (2,570,660) | 3,881,409 |

**Overview of the Financial Statements**

The following discussion and analysis is intended to serve as an introduction to the City's basic financial statements and other information. The City's basic financial statements are comprised of three components:

1. Government-wide financial statements
2. Fund financial statements
3. Notes to the basic financial statements
4. Other information

**Government-wide financial statements** - The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. These statements include:

*The Statement of Net Position (Modified Cash Basis).* The *statement of net position* presents information on all of the assets and liabilities of the City as of the date on the statement. Net position is what remains after the recognized liabilities have been paid off or otherwise satisfied. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

*The Statement of Activities (Modified Cash Basis).* The *statement of activities* presents information showing how the net position of the City changed over the most recent fiscal year by tracking revenues, expenses and other transactions that increase or decrease net position in total.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include the following:

- General Government
- Public Safety
- Public Works
- Community Development

The business-type activities of the City include the following:

- Water Operations
- Sewer Operations

The government-wide financial statements can be found on pages 11 through 12 of this report.

**Fund financial statements** – The fund financial statements provide more detailed information about the City's funds, focusing on its most significant or "major" funds – not the City as a whole. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

*Governmental funds* – Governmental funds are used to account for activities where the emphasis is placed on available financial resources, rather than upon net income determination. Therefore, unlike the government-wide financial statements, governmental fund financial statements focus on the acquisition and use of current spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial decisions. By doing so, readers may better understand the long-term impact of the government's near-term financial decisions.

The City maintains ten individual budgetary governmental funds. Information is presented separately in the governmental funds Balance Sheet and in the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances for those funds that are considered significant (major) to the City taken as a whole. These financial statements report six major funds: the General, Local Option Tax, Transient Lodging Tax, Street, Building Reserve, and Street Capital Projects funds. The State Revenue Sharing Fund has been combined with the General Fund for presentation purposes. Data from the other four governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided as supplementary information in the form of combining statements.

The governmental fund financial statements can be found on pages 13 through 14 in the basic financial statements.

The City adopts an annual appropriated budget for all governmental funds. To demonstrate compliance with the budget, budgetary comparison statements have been provided for all governmental funds.

*Proprietary funds* – Proprietary funds are used to account for activities where the emphasis is placed on net income determination. All of the City's proprietary funds are enterprise funds. Proprietary funds are used to report the same functions presented as business-type activities in the government-wide financial statements.

The City uses proprietary funds to account for its water and sewer activity.

The proprietary funds for Water Operations and Sewer Operations are considered to be major funds of the City and are reported separately in the proprietary financial statements in the basic financial statements. The City's debt service fund is also considered to be a major fund of the City.

The City adopts an annual appropriated budget for each Proprietary fund. To demonstrate compliance with the budget, budgetary comparison statements have been provided for the proprietary funds as other supplementary information.

The proprietary financial statements can be found on pages 15 through 17 in the basic financial statements.

**Notes to the basic financial statements** – The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. They are an integral part of the basic financial statements and should be read in conjunction with them.

**Other information** – In addition to the basic financial statements and accompanying notes, this report also presents certain *supplementary information*, including the budgetary comparison schedules, and the combining nonmajor fund financial statements.

## Government-Wide Financial Analysis

### *Statement of Net Position (Modified Cash Basis)*

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by $3,060,011 at the close of fiscal year 2025.

A portion of the City's net position, $1,599,084 or approximately 52%, represents resources that are subject to external restrictions on how they may be used. The remaining balance is net position - unrestricted totaling $1,460,927, or approximately 48%.

| | 2025 | | | 2024 | | |
|---|---|---|---|---|---|---|
| | Governmental Activities | Business-Type Activities | Total | Governmental Activities | Business-Type Activities | Total |
| Current and other assets | $ 1,095,982 | $ 2,068,836 | $ 3,164,818 | $ 1,006,275 | $ 653,280 | $ 1,659,555 |
| Other liabilities | - | 104,807 | 104,807 | (830) | - | (830) |
| Net position | | | | | | |
| Restricted | 511,497 | 1,087,587 | 1,599,084 | 529,522 | 470,396 | 999,918 |
| Unrestricted | 584,485 | 876,442 | 1,460,927 | 477,583 | 182,884 | 660,467 |
| Total net position | $ 1,095,982 | $ 1,964,029 | $ 3,060,011 | $ 1,007,105 | $ 653,280 | $ 1,660,385 |

### *Statement of Activities (Modified Cash Basis)*

The City's net position increased $1,399,626 during the year ended June 30, 2025. This increase is explained in the government and business-type activities as follows:

*Governmental activities* - The City's net position increased by $103,877 from governmental activities primarily due to a decrease in Public works expenses compared to the prior year.

| | 2025 | | | 2024 | | |
|---|---|---|---|---|---|---|
| | Governmental Activities | Business-Type Activities | Total | Governmental Activities | Business-Type Activities | Total |
| Revenues | | | | | | |
| Program revenues | | | | | | |
| Fees, fines and charges for services | $ 183,561 | $ 1,767,931 | $ 1,951,492 | $ 116,482 | $ 1,745,658 | $ 1,862,140 |
| Operating grants and contributions | 257,178 | - | 257,178 | 228,020 | - | 228,020 |
| Capital grants and contributions | 15,104 | 224,939 | 240,043 | 297,783 | - | 297,783 |
| General revenues | | | | | | |
| Property taxes | 569,689 | - | 569,689 | 551,887 | - | 551,887 |
| Transient lodging taxes | 79,522 | - | 79,522 | 86,210 | - | 86,210 |
| Franchise fees | 133,168 | - | 133,168 | 119,424 | - | 119,424 |
| Intergovernmental | 90,267 | - | 90,267 | 87,498 | 23,248 | 110,746 |
| Investment earnings | 35,857 | 52,122 | 87,979 | 81,865 | 65,838 | 147,703 |
| Miscellaneous | 36,465 | 152 | 36,617 | 12,475 | 65,306 | 77,781 |
| Total revenues | 1,400,811 | 2,045,144 | 3,445,955 | 1,581,644 | 1,900,050 | 3,481,694 |
| Expenses | | | | | | |
| General government | 313,757 | - | 313,757 | 329,745 | - | 329,745 |
| Public safety | 346,880 | - | 346,880 | 338,410 | - | 338,410 |
| Public works | 621,132 | - | 621,132 | 1,069,996 | - | 1,069,996 |
| Community development | 358,680 | - | 358,680 | 361,910 | - | 361,910 |
| Water | - | 1,619,258 | 1,619,258 | - | 1,696,772 | 1,696,772 |
| Sewer | - | 2,611,061 | 2,611,061 | - | 5,868,475 | 5,868,475 |
| Total expenses | 1,640,449 | 4,230,319 | 5,870,768 | 2,100,061 | 7,565,247 | 9,665,308 |
| Proceeds from sale of assets | 308,515 | - | 308,515 | - | - | - |
| Loan proceeds | - | 3,515,924 | 3,515,924 | - | 3,131,336 | 3,131,336 |
| Transfers | 20,000 | (20,000) | - | 36,800 | (36,800) | - |
| Change in net position | 88,877 | 1,310,749 | 1,399,626 | (481,617) | (2,570,661) | (3,052,278) |
| Net position, beginning of year | 1,007,105 | 653,280 | 1,660,385 | 1,488,722 | 3,223,941 | 4,712,663 |
| Net position, end of year | $ 1,095,982 | $ 1,964,029 | $ 3,060,011 | $ 1,007,105 | $ 653,280 | $ 1,660,385 |

### *Major Governmental Funds:*

*General.* The General fund (reported as the combination of the General fund and the State Revenue Sharing fund) is the primary operating fund of the City. Fund balance was $125,427 on June 30, 2025. The fund balance decreased by $50,326 during the year mainly due to the City budgeting expenditures in excess of revenues and an interfund loan payable that was incurred during 2025.

As a measure of the fund's liquidity, it may be useful to compare total fund balance to total fund expenditures. Fund balance represents 16% of total General fund expenditures.

*Local Option Tax*. The Local Option Tax Fund accounts for property tax revenue received from a special levy approved by voters and is used primarily for police services. The fund balance decreased by $32,197 during the year primarily due to increases in public safety costs.

*Transient Lodging Tax*. The Transient Lodging Tax Fund accounts for revenues from the transient lodging tax. Expenditures are related to tourism promotion, tourism-related facilities, and related administrative costs. The fund balance decreased by $89,255 during the year primarily due to increases in community development expenditures.

*Street*. The Street Fund accounts for revenues and expenditures related to general street maintenance and improvements. The fund balance increased by $19,316 as a result of increased miscellaneous income.

*Building Reserve*. The Building Reserve Fund contains amounts committed to the construction of City facilities. The fund balance increased by $234,074 as a result of the sale of property during the year.

*Street Capital Projects*. The Street Capital Projects fund accounts for revenues and expenditures related to street improvements. The fund balance increased by $65,735 as a result revenue being higher than budgeted appropriations and expenditures being less than budgeted appropriations.

***Major Proprietary Funds:***

*Water Operations*. Fund net position decreased by $451,563 during the year primarily due to significant current year capital projects totaling $372,250.

*Sewer Operations*. Fund net position increased by $1,751,064 during the year primarily due to debt issuance netted with significant current year capital projects.

*Debt Service*. Fund net position increased by $11,248 from the prior year as a result of transfers in exceeding debt service expenses.

**Capital Assets and Debt Administration**

***Capital Assets***

The City does not maintain historical cost and depreciation records for capital assets including infrastructure. Therefore, no information for capital assets is presented in the financial statements.

***Debt***

At the end of the current fiscal year, the City had a total of $10,354,311 in debt outstanding.

The City's debt is for business-type activities and includes $1,804,400 in outstanding water system improvement loans from Oregon Business Development Department, $2,096,911 in an outstanding USDA loan, $5,500,000 in loan proceeds from the Clean Water State Revolving Fund loan program, and $953,000 in an outstanding loan from Business Oregon. The loans are paid from net revenues of the water and sewer systems.

State statutes limit the amount of general obligation debt a government entity may issue up to three percent of its total assessed valuation. The City currently has no general obligation debt.

| | Business-Type Activities | |
|---|---|---|
| | 2025 | 2024 |
| OBDD loans | $ 1,804,400 | $ 1,945,905 |
| USDA loan | 2,096,911 | 2,134,317 |
| CWSRF loan | 5,500,000 | 3,131,336 |
| Business Oregon loan | 953,000 | - |
| | $ 10,354,311 | $ 7,211,558 |

Additional information on the City's debt can be found in the notes to the basic financial statements.

**Current Year General Fund Budgetary Highlights**

There was one supplemental budget adopted for the General fund during the current fiscal year to ensure adequate funds are available for Administration, Parks, Building, and planning to pay for increased expenses; and certain adjustments are necessary to ensure adequate funds are available within the Sewer fund and the State Revenue Sharing Fund.

**Economic Factors and Next Year's Budgets and Rates**

During the preparation of the budget for the ensuing fiscal year, the long-term impacts of the local economy were examined in conjunction with business decisions made by the City. The following are the major assumptions used in developing the FY 2026 budget:

- The budget does not include any cost of living adjustment.
- The City's tax rate is estimated to be 100% of the City's permanent levy rate of $1.7057 for general operations and $1.85 for the local option tax levy.

**Requests for Information**

This financial report is designed to provide a general overview of the City's finances for those with an interest in the government's finances. Questions concerning any of the information provided in this report should be addressed to Jeremy Caudle, City Manager at P.O. Box 339, Dayton, Oregon 97114.

# Basic Financial Statements

# City of Dayton, Oregon
## Statement of Net Position (Modified Cash Basis)
## June 30, 2025

| | Governmental Activities | Business-Type Activities | Totals |
|---|---|---|---|
| **Assets** | | | |
| Cash and cash equivalents | $ 1,110,982 | $ 2,053,836 | $ 3,164,818 |
| Internal balances | (15,000) | 15,000 | - |
| Total assets | 1,095,982 | 2,068,836 | 3,164,818 |
| **Liabilities** | | | |
| Deposits | - | 104,807 | 104,807 |
| **Net Position** | | | |
| Restricted for | | | |
| Debt service | - | 218,523 | 218,523 |
| Public safety | 9,295 | - | 9,295 |
| Streets | 398,724 | - | 398,724 |
| Community development | 103,478 | - | 103,478 |
| Capital acquisitions | - | 869,064 | 869,064 |
| Unrestricted | 584,485 | 876,442 | 1,460,927 |
| Total net position | $ 1,095,982 | $ 1,964,029 | $ 3,060,011 |

The accompanying notes are an integral part of these financial statements.

# City of Dayton, Oregon
## Statement of Activities (Modified Cash Basis)
## Year Ended June 30, 2025

| Functions/Programs | Expenses | Program Revenues: Fees, Fines and Charges for Services | Program Revenues: Operating Grants and Contributions | Program Revenues: Capital Grants and Contributions | Net (Expenses) Revenues and Changes in Net Position: Governmental Activities | Net (Expenses) Revenues and Changes in Net Position: Business-type Activities | Net (Expenses) Revenues and Changes in Net Position: Total |
|---|---|---|---|---|---|---|---|
| Governmental activities | | | | | | | |
| General government | $ 313,757 | $ 2,821 | $ 22,886 | $ - | $ (288,050) | $ - | $ (288,050) |
| Public safety | 346,880 | 24,834 | - | - | (322,046) | - | (322,046) |
| Public works | 621,132 | 123,379 | 217,652 | 13,871 | (266,230) | - | (266,230) |
| Community development | 358,680 | 32,527 | 16,640 | 1,233 | (308,280) | - | (308,280) |
| Total governmental activities | 1,640,449 | 183,561 | 257,178 | 15,104 | (1,184,606) | - | (1,184,606) |
| Business-type activities | | | | | | | |
| Water | 1,619,258 | 1,019,401 | - | 53,875 | - | (545,982) | (545,982) |
| Sewer | 2,611,061 | 748,530 | - | 171,064 | - | (1,691,467) | (1,691,467) |
| Total business-type activities | 4,230,319 | 1,767,931 | - | 224,939 | - | (2,237,449) | (2,237,449) |
| Total activities | $ 5,870,768 | $ 1,951,492 | $ 257,178 | $ 240,043 | (1,184,606) | (2,237,449) | (3,422,055) |
| General revenues | | | | | | | |
| Property taxes | | | | | 569,689 | - | 569,689 |
| Transient lodging taxes | | | | | 79,522 | - | 79,522 |
| Franchise taxes | | | | | 133,168 | - | 133,168 |
| Intergovernmental | | | | | 90,267 | - | 90,267 |
| Investment earnings | | | | | 35,857 | 52,122 | 87,979 |
| Miscellaneous | | | | | 36,465 | 152 | 36,617 |
| Total general revenues | | | | | 944,968 | 52,274 | 997,242 |
| Proceeds from sale of assets | | | | | 308,515 | - | 308,515 |
| Proceeds from issuance of debt | | | | | - | 3,515,924 | 3,515,924 |
| Transfers | | | | | 20,000 | (20,000) | - |
| Change in net position | | | | | 88,877 | 1,310,749 | 1,399,626 |
| Net position - beginning of year | | | | | 1,007,105 | 653,280 | 1,660,385 |
| Net position - end of year | | | | | $ 1,095,982 | $ 1,964,029 | $ 3,060,011 |

**The accompanying notes are an integral part of these financial statements.**

# City of Dayton, Oregon
## Balance Sheet – Governmental Funds (Modified Cash Basis)
## June 30, 2025

| | General | Special Revenue: Local Option Tax | Special Revenue: Transient Lodging Tax | Special Revenue: Street | Capital Projects: Building Reserve | Capital Projects: Street Capital Projects | Other Governmental Funds | Total |
|---|---|---|---|---|---|---|---|---|
| **Assets** | | | | | | | | |
| Cash and cash equivalents | $ 140,427 | $ 9,295 | $ 182,700 | $ 217,592 | $ 354,616 | $ 181,132 | $ 25,220 | $ 1,110,982 |
| **Liabilities and Fund Balance** | | | | | | | | |
| Liabilities | | | | | | | | |
| Interfund loan payable | $ 15,000 | $ - | $ - | $ - | $ - | - | $ - | $ 15,000 |
| Fund Balance | | | | | | | | |
| Restricted for | | | | | | | | |
| Public safety | - | 9,295 | - | - | - | - | - | 9,295 |
| Streets | - | - | - | 217,592 | - | 181,132 | - | 398,724 |
| Community development | - | - | 82,178 | - | - | - | 21,300 | 103,478 |
| Committed to | | | | | | | | |
| Capital acquisitions | - | - | - | - | 354,616 | - | 3,962 | 358,578 |
| Community development | - | - | 100,522 | - | - | - | - | 100,522 |
| Unassigned | 125,427 | - | - | - | - | - | (42) | 125,385 |
| Total fund balance | 125,427 | 9,295 | 182,700 | 217,592 | 354,616 | 181,132 | 25,220 | 1,095,982 |
| Total liabilities and fund balance | $ 140,427 | $ 9,295 | $ 182,700 | $ 217,592 | $ 354,616 | $ 181,132 | $ 25,220 | $ 1,110,982 |

**The accompanying notes are an integral part of these financial statements.**

# City of Dayton, Oregon

## Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds (Modified Cash Basis)

## Year Ended June 30, 2025

| | General Fund | Special Revenue: Local Option Tax | Special Revenue: Transient Lodging Tax | Special Revenue: Street | Capital Projects: Building Reserve | Capital Projects: Street Capital Projects | Other Governmental Funds | Total |
|---|---|---|---|---|---|---|---|---|
| **Revenues** | | | | | | | | |
| Taxes and assessments | $ 273,455 | $ 296,234 | $ 79,522 | $ - | $ - | $ - | $ - | $ 649,211 |
| Licenses and permits | 258,897 | - | - | - | - | 13,871 | 1,233 | 274,001 |
| Intergovernmental | 108,327 | - | - | 217,652 | - | - | 15,213 | 341,192 |
| Fines and forfeitures | 2,307 | 16,401 | - | - | - | - | - | 18,708 |
| Miscellaneous | 70,068 | 1,069 | 8,498 | 25,612 | 6,944 | 4,120 | 1,388 | 117,699 |
| Total revenues | 713,054 | 313,704 | 88,020 | 243,264 | 6,944 | 17,991 | 17,834 | 1,400,811 |
| **Expenditures** | | | | | | | | |
| Current | | | | | | | | |
| General government | 268,844 | - | - | - | - | - | - | 268,844 |
| Public safety | - | 345,894 | - | - | - | - | - | 345,894 |
| Public works | 209,072 | - | - | 149,348 | - | - | - | 358,420 |
| Community development | 309,423 | - | 151,281 | - | - | - | 38,891 | 499,595 |
| Capital acquisitions | 41 | 7 | 1,994 | 4,600 | 101,385 | 2,256 | 57,413 | 167,696 |
| Total expenditures | 787,380 | 345,901 | 153,275 | 153,948 | 101,385 | 2,256 | 96,304 | 1,640,449 |
| **Revenues Over (Under) Expenditures** | (74,326) | (32,197) | (65,255) | 89,316 | (94,441) | 15,735 | (78,470) | (239,638) |
| **Other Financing Sources (Uses)** | | | | | | | | |
| Transfers in | 24,000 | - | - | - | 20,000 | 50,000 | 20,000 | 114,000 |
| Transfers out | - | - | (24,000) | (70,000) | - | - | - | (94,000) |
| Proceeds from sales of assets | - | - | - | - | 308,515 | - | - | 308,515 |
| Total other financing sources (uses) | 24,000 | - | (24,000) | (70,000) | 328,515 | 50,000 | 20,000 | 328,515 |
| Net changes in fund balance | (50,326) | (32,197) | (89,255) | 19,316 | 234,074 | 65,735 | (58,470) | 88,877 |
| Fund balance, beginning of year | 175,753 | - | 271,955 | 198,276 | 120,542 | 115,397 | 125,182 | 1,007,105 |
| Change within financial reporting entity (nonmajor to major) | - | 41,492 | - | - | - | - | (41,492) | - |
| Fund balance, beginning of year, as adjusted | 175,753 | 41,492 | 271,955 | 198,276 | 120,542 | 115,397 | 83,690 | 1,007,105 |
| Fund balance, end of year | $ 125,427 | $ 9,295 | $ 182,700 | $ 217,592 | $ 354,616 | $ 181,132 | $ 25,220 | $ 1,095,982 |

**The accompanying notes are an integral part of these financial statements.**

# City of Dayton, Oregon
## Statement of Fund Net Position – Proprietary Funds (Modified Cash Basis)
## June 30, 2025

| | Water Operations | Sewer Operations | Debt Service | Total |
|---|---|---|---|---|
| **Assets** | | | | |
| Current assets | | | | |
| Cash and cash equivalents | $ 761,740 | $ 798,679 | $ 493,417 | $ 2,053,836 |
| Interfund loan receivable | - | 15,000 | - | 15,000 |
| Total assets | $ 761,740 | $ 813,679 | $ 493,417 | $ 2,068,836 |
| **Liabilities** | | | | |
| Current liabilities | | | | |
| Deposits | $ 100,847 | $ 3,960 | $ - | $ 104,807 |
| **Fund Net Position** | | | | |
| Restricted for | | | | |
| Debt service | - | - | 218,523 | 218,523 |
| Capital acquisitions | 160,825 | 708,239 | - | 869,064 |
| Unrestricted | 500,068 | 101,480 | 274,894 | 876,442 |
| Total fund net position | $ 660,893 | $ 809,719 | $ 493,417 | $ 1,964,029 |

**The accompanying notes are an integral part of these financial statements.**

# City of Dayton, Oregon
## Statement of Revenues, Expenditures, and Changes in Fund Net Position – Proprietary Funds (Modified Cash Basis)
## Year Ended June 30, 2025

| | Water Operations | Sewer Operations | Debt Service | Total |
|---|---|---|---|---|
| **Operating Revenues** | | | | |
| Charges for services | $ 1,019,401 | $ 748,530 | $ - | $ 1,767,931 |
| Miscellaneous | 152 | - | - | 152 |
| Total operating revenues | 1,019,553 | 748,530 | - | 1,768,083 |
| **Operating Expenses** | | | | |
| Personal services | 443,987 | 323,422 | - | 767,409 |
| Materials and services | 559,809 | 271,014 | - | 830,823 |
| Total operating expenses | 1,003,796 | 594,436 | - | 1,598,232 |
| **Operating Income** | 15,757 | 154,094 | - | 169,851 |
| **Nonoperating Revenues/Expenses** | | | | |
| Issuance of debt | - | 3,515,924 | - | 3,515,924 |
| Capital acquisitions | (372,250) | (2,016,625) | - | (2,388,875) |
| Debt service | | | | |
| Principal | - | - | (183,533) | (183,533) |
| Interest expense | - | - | (59,679) | (59,679) |
| Interest revenue | 32,020 | 8,854 | 11,248 | 52,122 |
| Total nonoperating revenues/expenses | (340,230) | 1,508,153 | (231,964) | 935,959 |
| **Net Income Before Transfers and Contributions** | (324,473) | 1,662,247 | (231,964) | 1,105,810 |
| Capital contributions | 53,875 | 171,064 | - | 224,939 |
| Transfers in | - | - | 243,212 | 243,212 |
| Transfers out | (180,965) | (82,247) | - | (263,212) |
| Change in fund net position | (451,563) | 1,751,064 | 11,248 | 1,310,749 |
| Fund net position (deficit), beginning of year | 1,112,456 | (941,345) | 482,169 | 653,280 |
| Fund net position (deficit), end of year | $ 660,893 | $ 809,719 | $ 493,417 | $ 1,964,029 |

**The accompanying notes are an integral part of these financial statements.**

# City of Dayton, Oregon
## Statement of Cash Flows – Proprietary Funds (Modified Cash Basis)
## Year Ended June 30, 2025

| | Water Operations | Sewer Operations | Debt Service | Total |
|---|---|---|---|---|
| **Cash flows from operating activities** | | | | |
| Cash received from customers | $ 1,120,400 | $ 752,490 | $ - | $ 1,872,890 |
| Cash paid to employees and others for salaries and benefits | (443,987) | (323,422) | - | (767,409) |
| Cash paid to suppliers and others | (559,809) | (271,014) | - | (830,823) |
| Net cash provided by (used for) operating activities | 116,604 | 158,054 | - | 274,658 |
| **Cash flows from noncapital financing activities** | | | | |
| Received from (paid to) other funds | | | | |
| Transfers in | - | - | 243,212 | 243,212 |
| Transfers out | (180,965) | (82,247) | - | (263,212) |
| Issuance of interfund loan | - | (15,000) | - | (15,000) |
| Net cash provided by (used for) noncapital financing activities | (180,965) | (97,247) | 243,212 | (35,000) |
| **Cash flows from capital and related financing activities** | | | | |
| Purchase of capital assets | (372,250) | (2,016,625) | - | (2,388,875) |
| Proceeds from issuance of debt | - | 3,515,924 | - | 3,515,924 |
| Interest paid on debt | - | - | (59,679) | (59,679) |
| Principal paid on debt | - | - | (183,533) | (183,533) |
| Capital contributions | 53,875 | 171,064 | - | 224,939 |
| Net cash used for capital and related financing activities | (318,375) | 1,670,363 | (243,212) | 1,108,776 |
| **Cash flows from investing activities** | | | | |
| Interest received | 32,020 | 8,854 | 11,248 | 52,122 |
| Increase (decrease) in cash and cash equivalents | (350,716) | 1,740,024 | 11,248 | 1,400,556 |
| Cash and cash equivalents, beginning of year | 1,112,456 | (941,345) | 482,169 | 653,280 |
| Cash and cash equivalents, end of year | $ 761,740 | $ 798,679 | $ 493,417 | $ 2,053,836 |
| **Reconciliation of operating income to net cash provided by operating activities** | | | | |
| Operating income | $ 15,757 | $ 154,094 | $ - | $ 169,851 |
| Increase (decrease) in assets | | | | |
| Deposits | 100,847 | 3,960 | - | 104,807 |
| Net cash provided by operating activities | $ 116,604 | $ 158,054 | $ - | $ 274,658 |

**The accompanying notes are an integral part of these financial statements.**

# City of Dayton, Oregon
**Notes to Basic Financial Statements**
**Year Ended June 30, 2025**

## 1) Summary of Significant Accounting Policies

The City of Dayton, Oregon was incorporated in 1880 under the provisions of the Oregon Statutes. The City is governed by a city council and mayor who are responsible for rulemaking, budget preparation and enforcement, expenditure approval, and hiring of the City management personnel. The mayor and six council members are elected by vote of the general public.

There are certain governmental agencies and various service districts which provide services within the City. These agencies have independently elected governing boards and the City is not financially accountable for these organizations. Therefore, financial information for these agencies is not included in the accompanying basic financial statements.

As discussed further under *Measurement Focus and Basis of Accounting*, these financial statements are presented on a modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America (GAAP) established by the Governmental Accounting Standards Board (GASB). These modified cash basis financial statements generally meet the presentation and disclosure requirements applicable to GAAP, in substance, but are limited to the elements presented in the financial statements and the constraints of the measurement and recognition criteria of the modified cash basis of accounting.

Basic Financial Statements
Basic financial statements are presented at both the government-wide and fund financial level. Both levels of statements categorize primary activities as either governmental or business-type. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

*Government-wide financial statements* display information about the reporting government as a whole. For the most part, the effect of interfund activity has been removed from these statements. These statements focus on the sustainability of the City as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. These aggregated statements consist of the Statement of Net Position (Modified Cash Basis) and the Statement of Activities (Modified Cash Basis).

*The Statement of Net Position (Modified Cash Basis)* presents all the recorded assets and liabilities of the City. Net position, representing assets less liabilities, is shown in two components: restricted for special purposes, amounts which must be spent in accordance with legal restrictions; and unrestricted, the amount available for ongoing City activities.

*The Statement of Activities (Modified Cash Basis)* demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

*Fund financial statements* display information at the individual fund level. Each fund is considered to be a separate accounting entity. Funds are classified and summarized as governmental, proprietary, or fiduciary. Currently, the City has governmental (general, special revenue and capital projects) and proprietary type (enterprise) funds. Major individual governmental funds, and major individual proprietary funds are reported as separate columns in the fund financial statements. Nonmajor funds are consolidated into a single column within each fund type in the financial section of the basic financial statements and are detailed in the supplementary information.

Basis of Presentation
The financial transactions of the City are recorded in individual funds. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, fund equity, revenues, and expenditures/expenses. The various funds are reported by generic classification within the financial statements.

Government accounting standards set forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the government and proprietary combined) for the determination of major funds.

The City reports the following major governmental funds:

General Fund
This fund accounts for the financial operations of the City not accounted for in any other fund. Principal sources of revenues are property taxes, licenses and permits, franchise fees and State shared revenues. Primary expenditures are for general administration.

State Revenue Sharing Fund
This fund accounts for state fund resources and expenditures are for general operations. This fund is included with the General Fund for reporting purposes.

Local Option Tax Fund
This fund accounts for the property tax revenue received from a special levy approved by the voters. The money is used primarily to pay for police services.

Transient Lodging Tax Fund
This fund accounts for transient lodging taxes received that will be spent on tourism promotion, tourism-related facilities, and related administrative costs, with some restrictions.

Street Fund
This fund accounts for street maintenance and improvements. The primary source of revenues is from motor vehicle fuel taxes and expenditures are for street maintenance and improvements.

Building Reserve Fund
This fund accounts for money set aside for building improvements. The principal revenues are from transfers in, and primary expenditures are for building improvements.

Street Capital Projects Fund
This fund accounts for money set aside for street improvements. The principal revenues are from transfers in and the primary expenditures are for street improvements.

The City reports the following nonmajor governmental funds:

American Rescue Plan Act Fund
This fund accounts for revenues received through the American Rescue Plan Act of 2021. The money is used to respond to the COVID-19 pandemic and its negative economic impacts.

Park Capital Projects Fund
This fund accounts for money set aside for park improvements. The principal revenues are transfers from the General Fund and primary expenditures are for park projects.

Equipment Replacement Reserve Fund
This fund accounts for money set aside for equipment purchases. The principal revenues are from transfers from the General Fund and primary expenditures are for equipment purchases.

The City reports the following proprietary operations as major. They are used to account for the acquisition, operation, and maintenance of the sewer and water systems. These funds are entirely or predominantly self-supported through user charges to customers.

Water Operations
This fund accounts for the operations, maintenance, capital construction projects and payments of principal and interest on loans for the water system, which are funded through utility fees and debt proceeds.

Sewer Operations
This fund accounts for the operations, maintenance, capital construction projects and payments of principal and interest on loans for the sewer system, which are funded through utility fees and debt proceeds.

Debt Service Fund
This fund accounts for the accumulation of resources and payment of principal and interest on loans. Interest earnings and transfers from other funds are the primary source of revenues.

The City reports the following nonmajor proprietary fund:

Stormwater Fund
This fund accounts for the operations, maintenance, capital construction projects and payments of principal and interest on loans for the stormwater system, which are funded through utility fees and debt proceeds.

Fund Balance
In governmental funds, the City's policy is to first apply the expenditure toward restricted fund balance and then to other, less-restrictive classifications – committed and then assigned fund balances before using unassigned fund balances.

Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories, prepaids and deposits, and assets held for resale.

Fund balance is reported as restricted when the constraints placed on the use of resources are either: (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Fund balance is reported as committed when the City Council takes formal action that places specific constraints on how the resources may be used. The City Council can modify or rescind the commitment at any time through taking a similar formal action.

Resources that are constrained by the City's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent is expressed when the City Council approves which resources should be "reserved" during the adoption of the annual budget. The City's City Manager uses that information to determine whether those resources should be classified as assigned or unassigned for presentation in the City's Annual Financial Report.

Unassigned fund balance is the residual classification for the General Fund. This classification represents fund balance that has not been restricted, committed, or assigned within the General Fund. This classification is also used to report any negative fund balance amounts in other governmental funds.

When expenditures are paid for purposes in which both net position - restricted and net position - unrestricted are available, the City deems net position - restricted to be spent first.

Definitions of Governmental Fund Types
The General Fund is used to account for all financial resources not accounted for in another fund.

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The term "proceeds of specific revenues sources" means that the revenue sources for the fund must be from restricted or committed sources, specifically that a substantial portion of the revenue must be from these sources and be expended in accordance with those requirements. Budgetary Special Revenue Funds whose primary source of funding is transfers from the General Fund must be reported as part of the General Fund. Therefore, in the Governmental Balance Sheet and the Statement of Revenues, Expenditures, and Changes in Fund Balances, the State Revenue Sharing Fund has been combined with the General Fund.

Capital Projects Funds are utilized to account for financial resources to be used for the acquisition or construction of capital equipment and facilities.

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe what transactions or events are recorded within the various financial statements. Basis of accounting refers to when and how transactions or events are recorded, regardless of the measurement focus applied.

In the government-wide Statement of Net Position (Modified Cash Basis) and Statement of Activities (Modified Cash Basis), both governmental and business-type activities are presented using the economic resource measurement focus, within the limitations of the modified cash basis of accounting, as defined below.

In the fund financial statements, the current financial resources measurement focus or the economic resources measurement focus is applied to the modified cash basis of accounting, is used as appropriate:

a. All governmental funds utilize a current financial resources measurement focus within the limitations of the modified cash basis of accounting. Only current financial assets and liabilities are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

b. The proprietary funds utilize an economic resource measurement focus within the limitations of the modified cash basis of accounting. The accounting objectives of this measurement focus are the determination of operating income, change in net position (or cost recovery), net financial position, and cash flows. All assets, deferred outflows, liabilities, and deferred inflows (whether current or noncurrent or financial or nonfinancial) associated with their activities are generally reported within the limitations of the modified cash basis of accounting.

The financial statements are presented on a modified cash basis of accounting, which is a basis of accounting other than GAAP as established by the GASB. This basis of accounting involves modifications to the cash basis of accounting to report in the statements of net position or balance sheets cash transactions or events that provide a benefit or result in an obligation that covers a period greater than the period in which the cash transaction or event occurred. Such reported balances include:

1. Interfund receivables and payables that are temporary borrowing and result from transactions involving cash or cash equivalents are recognized.
2. Assets that normally convert to cash or cash equivalents (e.g. certificates of deposit, external cash pools, and marketable investments) that arise from transactions and events involving cash or cash equivalents are recognized.
3. Liabilities for cash (or cash equivalents) held on behalf of others or held in escrow are recognized.

The modified cash basis of accounting differs from GAAP primarily because certain assets and their related revenues (such as accounts receivable and revenue for billed or provided services not yet collected and other accrued revenue and receivables) and certain liabilities and their related expenses or expenditures (such as accounts payable and expenses for goods and services received but not yet paid and other accrued expenses and liabilities) are not recorded in these financial statements. In addition, other economic assets, deferred outflows, liabilities, and deferred inflows that do not arise from a cash transaction or event are not reported, and the measurement of reported assets and liabilities does not involve adjustment to fair value. Additionally, long-term liabilities such as debt are only reported in the notes to the financial statements.

If the City utilized the basis of accounting recognized as generally accepted in the United States of America, the fund financial statements for the governmental funds would use the modified accrual basis of accounting, and the fund financial statements for the proprietary funds would use the accrual basis of accounting. All government-wide financial statements would be presented on the accrual basis of accounting.

The City's policy, although not in accordance with accounting principles generally accepted in the United States of America, is acceptable under Oregon Law (ORS 294.333), which leaves the selection of the method of accounting to the discretion of the municipal corporation.

Proprietary funds distinguish between operating and nonoperating revenues and expenses. Operating revenues and expenses result from providing services to customers in connection with ongoing utility operations. The principal operating revenues are charges to customers for service. Operating expenses include payroll and related costs, and materials and supplies. All revenues not considered operating are reported as nonoperating.

Cash and Cash Equivalents
The City maintains cash and cash equivalents in a common pool that is available for use by all funds. Each fund type's portion of this pool is displayed in the financial statements as cash and cash equivalents. The City considers cash on hand, demand deposits and savings accounts, and short-term investments with an original maturity of three months or less from the date of acquisition to be cash and cash equivalents.

Oregon Revised Statutes authorize the City to invest in certificates of deposit, savings accounts, bank repurchase agreements, bankers' acceptances, general obligations of U.S. Government and its agencies, certain bonded obligations of Oregon municipalities and the State Treasurer's Local Government Investment Pool, among others.

Investments are stated at cost, which approximates fair value.

Property Taxes
Property taxes are levied by the County Assessor and collected by the County Tax Collector. The taxes are levied and become a lien as of July 1. They may be paid in three installments payable in equal payments due November 15, February 15, and May 15. The City's property tax collection records show that most of the property taxes due are collected during the year of levy and delinquent taxes are collected in the next few years.

Capital Assets
The City does not maintain historical cost or depreciation records for capital assets. Therefore, capital assets are not reported in the notes to the financial statements.

Long-Term Debt
Long-term debt is presented only in the notes to the financial statements. Payments of principal and interest are recorded as expenditures/expenses when paid.

Accrued Compensated Absences
Accumulated unpaid vacation and comp time pay is not accrued. Earned but unpaid sick pay is recorded as an expenditure when paid.

Budgets and Budgetary Accounting
The City adopts the budget on an object basis (personnel services, materials and services, capital outlay, debt service), for all funds except the General fund, where the budget is adopted on a departmental basis. Therefore, cash expenditures of a fund may not legally exceed that object's appropriations for cash expenditures. The City Council may amend the budget to expend unforeseen revenues by supplemental appropriations. Appropriations lapse at year-end and may not be carried over. The City does not use encumbrance accounting.

Use of Estimates

The preparation of basic financial statements, in conformity with the modified cash basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and reported amounts of revenues and expenses/expenditures during the year ended June 30, 2025. Actual results may differ from such estimates.

## 2) Cash and Cash Equivalents

| | Carrying Value |
|---|---|
| Cash | |
| Cash on hand | $ 350 |
| Deposits with financial institutions | 139,010 |
| Investments | |
| Local Government Investment Pool | 3,025,458 |
| | $ 3,164,818 |

Deposits

At year-end, the book balance of the City's bank deposits (checking account) was $139,010 and the bank balance was $271,520. The difference is due to transactions in process. Bank deposits are secured to legal limits by federal deposit insurance. All deposits not covered by FDIC insurance are covered by the Public Funds Collateralization Program (PFCP) of the State of Oregon.

Custodial Credit Risk - Deposits

This is the risk that in the event of a bank failure, the City's deposits may not be returned. The Federal Depository Insurance Corporation (FDIC) provides insurance for the City's deposits with financial institutions for up to $250,000 for the aggregate of all demand deposits and the aggregate of all time deposit and savings accounts at each institution. Deposits in excess of FDIC coverage are with institutions participating in the Oregon Public Funds Collateralization Program (PFCP). The PFCP is a shared liability structure for participating bank depositories, better protecting public funds though still not guaranteeing that all funds are 100% protected. Barring any exceptions, a bank depository is required to pledge collateral valued at least 10% of their quarter-end public fund deposits if they are well capitalized, 25% of their quarter-end public fund deposits if they are adequately capitalized or 110% of their quarter-end public fund deposits if they are undercapitalized or assigned to pledge 110% by the Office of the State Treasurer. In the event of a bank failure, the entire pool of collateral pledged by all qualified Oregon public funds bank depositories is available to repay deposits of public funds of government entities. As of June 30, 2025, $21,520 of the City's bank balances was covered by the PFCP.

Custodial Risk – Local Government Investment Pool
For the LGIP, this is the risk that, in the event of a failure of the counterparty, the City will not be able to recover the value of its investments or collateralized securities that are in the possession of an outside party. The City's investment policy limits the types of investments that may be held and does not allow securities to be held by the counterparty.

The LGIP is administered by the Oregon State Treasury with the advice of other state agencies and is not registered with the U.S. Securities and Exchange Commission. The LGIP is an open-ended no-load diversified portfolio offered to any agency, political subdivision, or public corporation of the state that by law is made the custodian of or has control of any fund. The LGIP is commingled with the State's short-term funds. In seeking to best serve local governments of Oregon, the Oregon Legislature established the Oregon Short Term Fund Board, which has established diversification percentages and specifies the types and maturities of the investments. The purpose of the Board is to advise the Oregon State Treasury in the management and investment of the LGIP. These investments within the LGIP must be invested and managed as a prudent investor would, exercising reasonable care, skill, and caution. Professional standards indicate that the investments in external investment pools are not subject to custodial risk because they are not evidenced by securities that exist in physical or book entry form. Nevertheless, management does not believe that there is any substantial custodial risk related to investments in the LGIP.

Local Government Investment Pool
The State Treasurer of the State of Oregon maintains the Oregon Short Term Fund, of which the Local Government Investment Pool is part. Participation by local governments is voluntary. The State of Oregon investment policies are governed by statute and the Oregon Investment Council. In accordance with Oregon Statutes, the investment funds are invested as a prudent investor would do, exercising reasonable care, skill, and caution. The Oregon Short Term Fund is the LGIP for local governments and was established by the State Treasurer. It was created to meet the financial and administrative responsibilities of federal arbitrage regulations. The investments are regulated by the Oregon Short Term Fund Board and approved by the Oregon Investment Council (ORS 294.805 to 294.895). At June 30, 2025, the fair value of the position in the Oregon State Treasurer's Short Term Investment Pool was approximately equal to the value of the pool shares. The investment in the Oregon Short Term Fund is not subject to risk evaluation. LGIP is not rated for credit quality.

Separate financial statements for the Oregon Short Term Fund are available from the Oregon State Treasurer.

Interest Rate Risk
In accordance with its investment policy, the City manages its exposure to declines in fair value of its investments by limiting its investments to the LGIP.

## 3) Long-Term Debt

As a result of the use of the modified cash basis of accounting in this report, obligations related to long-term debt and other obligations are not reported as liabilities in the financial statements. Long-term debt transactions for the year were as follows:

| | Outstanding July 1, 2024 | Issued | Matured/ Redeemed During Year | Outstanding June 30, 2025 | Due Within One Year |
|---|---|---|---|---|---|
| Direct placement - business-type activities | | | | | |
| Note payable to Infrastructure Finance Authority (Oregon Business Development Department) | $ 1,613,449 | $ - | $ (127,199) | $ 1,486,250 | $ 128,471 |
| Note payable to Infrastructure Finance Authority (Oregon Business Development Department) | 332,456 | - | (14,306) | 318,150 | 14,449 |
| USDA Sewer Improvement Loan | 2,134,317 | - | (37,406) | 2,096,911 | 42,926 |
| Clean Water State Revolving Fund Loan | 3,131,336 | 2,562,924 | (194,260) | 5,500,000 | - |
| Business Oregon Loan | - | 953,000 | - | 953,000 | 32,595 |
| | $ 7,211,558 | $ 3,515,924 | $ (373,171) | $ 10,354,311 | $ 218,441 |

Loans Payable – Business Type Activities

Infrastructure Finance Authority (OBDD): On September 30, 2002, the City entered into a loan agreement with the Oregon Business Development Division for water system improvements. The loan was for $3,383,000 and calls for annual payments of $143,333. The loan bears interest at 1%. Final maturity is December 1, 2032. In the event of default OBDD may declare all amounts immediately due and payable and pursue any remedies that are legally available.

Infrastructure Finance Authority (OBDD): On November 18, 2014, the City entered into a loan agreement with the Oregon Business Development Division for water system improvements. The loan was for $910,000 with a $455,000 conditional forgivable portion which was forgiven in June 2015. The loan calls for annual payments of $17,630 and bears interest at 1%. Final maturity is December 1, 2044. In the event of default OBDD may declare all amounts immediately due and payable and pursue any remedies that are legally available.

USDA Sewer Improvement Loan: On December 6, 2019, the City refinanced the existing loan with Oregon DEQ in the amount of $2,300,000 through the U.S. Department of Agriculture. The loan will bear interest at 1.874% and will be repaid in equal installments over 40 years. In the event of default USDA may pursue any remedies that are legally available.

USDA requires a Debt Service Reserve, which is fully funded at $82,248. There is also a requirement for an annual deposit of $14,544 to the Short-Lived Assets Reserve (SLAR). The annual deposit was made as of June 30, 2025. The balance in the SLAR was $30,000 and $15,000 as of June 30, 2025 and June 30, 2024, respectively.

Clean Water State Revolving Fund (CWSRF): On March 5, 2021, the City entered into a $750,000 loan agreement with the State of Oregon, acting through its Department of Environmental Quality (DEQ), with an interest rate of 1.72%. However, the City did not draw down the loan of $750,000. On July 26, 2023, the loan was amended to a principal amount of $6,000,000, with $500,000 forgiven, resulting in a net loan amount of $5,500,000. The amended loan carries an interest rate of 1% and will be repaid in two annual installments over 30 years. In case of default, the DEQ may pursue legally available remedies. Additionally, there is a requirement for a loan reserve of $106,725. The City's debt service fund balance stands at $493,417.

As of June 30, 2025, the City had drawn down $5,694,260, for Sewer Utility Capital expenditure, of which $194,260 was forgiven. No repayments were made during the year.

Oregon Business Development Department: On May 23, 2024, the City entered into a $953,000 loan agreement with the State of Oregon, acting through its Business Oregon Commission. The loan is to be prepaid in annual installments of $51,032 and bears interest at 3.5%. Final maturity is December 1, 2054.

Future maturities of unmatured principal and interest for the fiscal years ending June 30 are as follows:

| Fiscal Year Ending June 30, | Principal | Interest | Total |
|---|---|---|---|
| 2026 | $ 218,441 | $ 158,758 | $ 377,199 |
| 2027 | 368,053 | 141,944 | 509,997 |
| 2028 | 372,592 | 137,405 | 509,997 |
| 2029 | 377,098 | 132,900 | 509,998 |
| 2030 | 381,875 | 128,123 | 509,998 |
| 2031-2035 | 1,981,998 | 568,043 | 2,550,041 |
| 2036-2040 | 1,528,642 | 448,264 | 1,976,906 |
| 2041-2045 | 1,488,496 | 344,771 | 1,833,267 |
| 2046-2050 | 1,510,659 | 234,511 | 1,745,170 |
| 2051-2055 | 1,629,337 | 115,833 | 1,745,170 |
| 2056-2060 | 496,282 | 22,805 | 519,087 |
| 2061-2065 | 838 | - | 838 |
| | $ 10,354,311 | $ 2,433,357 | $ 12,787,668 |

## 4) Interfund Receivables and Payables

In 2025, the Sewer Utility fund issued a $15,000 interfund loan to the General fund for operating purposes to cover increased appropriations in the General fund that were the result of a supplemental budget in 2025. The loan is to be paid in full no later than June 30, 2026.

## 5) Pension Plan

Plan Description - City employees are provided pension benefits through the Oregon Public Employees Retirement System (PERS). PERS is a cost-sharing multiple-employer defined benefit pension plan for units of state and local government in Oregon, containing multiple actuarial pools. Benefits are established and amended by the Oregon State Legislature pursuant to ORS Chapters 238 and 238A. The legislature has delegated the authority to administer and manage PERS to the Public Employees Retirement Board. PERS issues a publicly available financial report that can be found at: https://www.oregon.gov/pers/Pages/Financials/Actuarial-Financial-Information.aspx

Benefits Provided - PERS provides retirement, disability, and death benefits which vary based on a qualified employee's hire date and employment class (general service or police/fire). All City employees are eligible to participate after six months of covered employment. Details applicable to police/fire employees are noted in [square brackets] where different.

The Tier One/Tier Two Retirement Plan applies to qualifying employees hired before August 29, 2003, and is closed to new members.

Monthly retirement benefits are based on final 3-year average salary multiplied by years of service and a factor of 1.67% [2.00%]. Benefits may also be based on a money match computation, or formula plus annuity (for members contributing before August 21, 1981), if a greater benefit results. Employees are fully vested after making contributions in each of five calendar years and are eligible to retire at age 55 [50]. Tier One benefits are reduced if retirement occurs prior to age 58 [55] with less than 30 [25] years of service; Tier Two benefits are reduced for retirement prior to age 60.

Employees are eligible for service-related disability benefits regardless of length of service; 10 years of service is required for nonservice-related benefits. Disability benefits are determined in the same manner as retirement benefits with service time computed to age 58 [55].

Upon the death of a nonretired member, the beneficiary receives a lump-sum refund of the member's account balance. The beneficiary may also receive a matching lump-sum payment from employer funds if the member was in covered employment at the time of death, or if the member died less than 120 days after termination, while on official leave of absence, or as a result of a job-related injury.

Monthly benefits are subject to annual cost-of-living adjustments (COLA). For benefits earned after the relevant effective dates, the COLA is subject to a cap of 1.25% on the first $60,000 of annual benefits and 0.15% thereafter (ORS 238.360).

The Oregon Public Service Retirement Plan (OPSRP) applies to qualifying employees hired on or after August 29, 2003.

Monthly retirement benefits are based on final 3-year average salary multiplied by years of service and a factor of 1.50% [1.80%]. Employees are fully vested after completing 600 hours of service in each of five calendar years and are eligible to retire at age 58 [53] with 30 [25] years of service, or at age 65 [55] otherwise.

Employees are eligible for service-related disability benefits regardless of length of service; 10 years of service is required for nonservice-related benefits. The benefit is 45% of the employee's salary during the last full month of employment before the disability occurred.

Upon the death of a nonretired member, the beneficiary receives a monthly benefit equal to 50% of the retirement benefit that would have been paid to the member.

Monthly benefits are subject to annual cost-of-living adjustments (COLA). For benefits earned after the relevant effective dates, the COLA is subject to a cap of 1.25% on the first $60,000 of annual benefits and 0.15% thereafter (ORS 238A.210).

Contribution Requirements – As a participating employer, the City is required to make monthly contributions to PERS based on actuarially determined percentages of covered payroll. Rates in effect for fiscal year 2025 were 21.97% for Tier One/Tier Two employees, 18.33% for OPSRP general service employees, and 23.12% for OPSRP police/fire employees. The City's total contributions to PERS were $145,904 for fiscal year ended June 30, 2025.

Contribution requirements are established by Oregon statute and may be amended by an act of the Oregon State Legislature. Employer contribution rates for fiscal year 2025 were based on the December 31, 2022, actuarial valuation using the entry age normal actuarial cost method. It is important to note that the actuarial valuations used for rate setting are based on different methods and assumptions than those used for financial reporting which are described later in this note.

Employee contributions are set by statute at 6% of salary and are remitted by participating employers, who may agree to make employee contributions on the employee's behalf. Prior to January 1, 2004, employee contributions were credited to the defined benefit pension plan. Beginning January 1, 2004, all employee contributions were placed in the OPSRP Individual Account Program (IAP), a defined contribution pension plan described further at the end of this note.

Pension Assets/Liabilities, Pension Expense, and Pension-Related Deferrals – At June 30, 2025, the City reported a net pension liability of $1,037,492 as its proportionate share of the collective net pension liability for PERS, measured as of June 30, 2024. The total pension liability used to calculate the net pension liability was based on a December 31, 2022, actuarial valuation, rolled forward to the measurement date. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to PERS relative to the projected contributions of all participating employers, as actuarially determined. The City's proportion was 0.00467% as of the June 30, 2024, measurement date, compared to 0.00563% as of June 30, 2023.

Actuarial Methods and Assumptions – The total pension liability in the December 31, 2022, actuarial valuation was determined using the entry age normal method and the following actuarial assumptions, applied to all periods included in the measurement: inflation rate of 2.40%, projected salary increases of 3.40%, investment rate of return of 6.90%, and mortality rates based on the Pub-2010 Healthy Retiree, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs. These assumptions were based on the results of the December 31, 2022, actuarial experience study.

The long-term expected rate of return on pension plan investments was developed by combining estimated rates of return for each major asset class weighted by target asset allocation percentages and adjusting for inflation.

Target allocations and estimated geometric rates of return for each major asset class are available in the PERS publicly available financial report previously mentioned.

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers are made at the contractually required rates, as actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The following chart shows the sensitivity of the net pension liability (asset) to changes in the discount rate, based on calculations using discount rates of 5.90%, 6.90%, and 7.90%.

| | 1% Decrease (5.90%) | Discount Rate (6.90%) | 1% Increase (7.90%) |
|---|---|---|---|
| Proportionate share of the net pension liability | $ 1,636,602 | $ 1,037,492 | $ 535,709 |

Pension Plan Fiduciary Net Position – Detailed information about PERS' net position is available in its separately issued financial report.

Defined Contribution Plan – PERS-eligible employees are statutorily required to contribute 6% of their annual covered salary to the OPSRP Individual Account Program (IAP), a defined contribution pension plan. Benefits terms, including contribution requirements, are established by the Oregon Legislature. As permitted, the City has opted to pick-up the contributions on behalf of employees; contributions were $50,139 for the year ended June 30, 2025. Employees are fully vested after completing 600 hours of service in each of five calendar years. PERS contracts with VOYA Financial to administer the IAP.

## 6) Expenditures in Excess of Appropriations

Oregon law prohibits disbursements of a fund in excess of Council approved appropriations. Disbursements in excess of appropriations in individual funds occurred as follows:

| Fund/Appropriation Category | Budget | Actual | Variance |
|---|---|---|---|
| Water utility | | | |
| Materials and services | $ 548,524 | $ 559,809 | $ (11,285) |

## 7) Interfund Transfers (Budgetary Basis)

| Fund | Transfers In | Transfers Out |
|---|---|---|
| General | $ 19,000 | $ 11,089 |
| Transient Lodging Tax | - | 24,000 |
| Street | - | 70,000 |
| Building Reserve | 20,000 | - |
| Street Capital Projects | 50,000 | - |
| State Revenue Sharing | 16,089 | - |
| Equipment Replacement Reserve | 20,000 | - |
| Water Utility | - | 280,965 |
| Water Utility Capital | 100,000 | - |
| Sewer Utility | - | 132,247 |
| Sewer Utility Capital | 50,000 | - |
| Debt Service | 243,212 | - |
| | $ 518,301 | $ 518,301 |

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move revenues restricted to debt service from the funds collecting the revenues to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

## 8) Deficit Fund Balance

The American Rescue Plan Act Fund has a deficit fund balance of $42 as of June 30, 2025. The deficit was primarily due to a lack of activity in the fund to resolve the preexisting beginning deficit fund balance. The deficit will be recovered through future transfers from the City's governmental activities and other funds.

## 9) Contingencies

The City purchases commercial insurance to cover all commonly insurable risks, which includes property damage, liability, and employee bonds. Most policies carry a small deductible amount. There were no open claims at the time of this report. No insurance settlements have exceeded coverage in the last three years.

Supplementary Information

# City of Dayton, Oregon
## Reconciliation of Budgetary Funds to Reporting Funds – General Fund – Balance Sheet (Budgetary Basis)
## June 30, 2025

| | Budgetary Funds | | Total (Reported as General Fund) |
|---|---|---|---|
| | General | State Revenue Sharing | |
| **Assets** | | | |
| Cash and cash equivalents | $ 139,202 | $ 1,225 | $ 140,427 |
| **Liabilities and Fund Balance** | | | |
| Liabilities | $ - | $ - | $ - |
| Fund balance | | | |
| Unassigned | 139,202 | 1,225 | 140,427 |
| Total liabilities and fund balance | $ 139,202 | $ 1,225 | 140,427 |
| Interfund loan payable | | | (15,000) |
| Fund balance, end of year - modified cash basis | | | $ 125,427 |

# City of Dayton, Oregon

## Reconciliation of Budgetary Funds to Reporting Funds – General Fund – Statement of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis)

## Year Ended June 30, 2025

| | Budgetary Funds | | | |
|---|---|---|---|---|
| | General | State Revenue Sharing | Elimination | Total (Reported as General Fund) |
| **Revenues** | | | | |
| Taxes and assessments | $ 273,455 | $ - | $ - | $ 273,455 |
| Licenses and permits | 258,897 | - | - | 258,897 |
| Intergovernmental | 81,940 | 26,387 | - | 108,327 |
| Fines and forfeitures | 2,307 | - | - | 2,307 |
| Miscellaneous | 67,873 | 2,195 | - | 70,068 |
| Total revenues | 684,472 | 28,582 | - | 713,054 |
| **Expenditures** | | | | |
| General government | 207,791 | 61,094 | - | 268,885 |
| Public works | 209,072 | - | - | 209,072 |
| Community development | 309,423 | - | - | 309,423 |
| Total expenditures | 726,286 | 61,094 | - | 787,380 |
| **Revenues Over (Under) Expenditures** | (41,814) | (32,512) | - | (74,326) |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | 19,000 | 16,089 | (11,089) | 24,000 |
| Transfers out | (11,089) | - | 11,089 | - |
| Proceeds from issuance of debt | 15,000 | - | - | 15,000 |
| Total other financing sources (uses) | 22,911 | 16,089 | - | 39,000 |
| Net change in fund balance | (18,903) | (16,423) | - | (35,326) |
| Fund balance, beginning of year | 158,105 | 17,648 | - | 175,753 |
| Fund balance, end of year | $ 139,202 | $ 1,225 | $ - | 140,427 |
| Interfund loan payable | | | | (15,000) |
| Fund balance, end of year - modified cash basis | | | | $ 125,427 |

# City of Dayton, Oregon
## Combining Balance Sheet – Nonmajor Governmental Funds
## June 30, 2025

| | Capital Projects | | | |
|---|---|---|---|---|
| | American Rescue Plan Act | Park Capital Projects | Equipment Replacement Reserve | Total |
| **Assets** | | | | |
| Cash and cash equivalents | $ (42) | $ 21,300 | $ 3,962 | $ 25,220 |
| **Liabilities and Fund Balance** | | | | |
| Liabilities | $ - | $ - | $ - | $ - |
| Fund balance | | | | |
| Restricted for | | | | |
| Community development | - | 21,300 | - | 21,300 |
| Committed to | | | | |
| Capital acquisitions | - | - | 3,962 | 3,962 |
| Unassigned | (42) | - | - | (42) |
| Total fund balance | (42) | 21,300 | 3,962 | 25,220 |
| Total liabilities and fund balance | $ (42) | $ 21,300 | $ 3,962 | $ 25,220 |

# City of Dayton, Oregon
## Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds
## Year Ended June 30, 2025

| | Formerly Nonmajor Fund | Capital Projects | | | |
|---|---|---|---|---|---|
| | Local Option Tax | American Rescue Plan Act | Park Capital Projects | Equipment Replacement Reserve | Total |
| **Revenues** | | | | | |
| Licenses and permits | $ - | $ - | $ 1,233 | $ - | $ 1,233 |
| Intergovernmental | - | - | 15,213 | - | 15,213 |
| Miscellaneous | - | - | 1,214 | 174 | 1,388 |
| Total revenues | - | - | 17,660 | 174 | 17,834 |
| **Expenditures** | | | | | |
| Current | | | | | |
| Community development | - | - | 38,891 | - | 38,891 |
| Capital acquisitions | - | - | 4,258 | 53,155 | 57,413 |
| Total expenditures | - | - | 43,149 | 53,155 | 96,304 |
| **Revenues Over (Under) Expenditures** | - | - | (25,489) | (52,981) | (78,470) |
| **Other Financing Sources (Uses)** | | | | | |
| Transfers in | - | - | - | 20,000 | 20,000 |
| Net changes in fund balance | - | - | (25,489) | (32,981) | (58,470) |
| Fund balance (deficit), beginning of year | 41,492 | (42) | 46,789 | 36,943 | 125,182 |
| Change within financial reporting entity (nonmajor to major fund) | (41,492) | - | - | - | (41,492) |
| Fund balance, beginning of year, as adjusted | - | (42) | 46,789 | 36,943 | 83,690 |
| Fund balance (deficit), end of year | $ - | $ (42) | $ 21,300 | $ 3,962 | $ 25,220 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – General Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Taxes and assessments | $ 262,000 | $ 262,000 | $ 273,455 | $ 11,455 |
| Licenses and permits | 187,125 | 240,676 | 258,897 | 18,221 |
| Intergovernmental | 89,811 | 89,811 | 81,940 | (7,871) |
| Fines and forfeitures | 2,950 | 2,950 | 2,307 | (643) |
| Miscellaneous | 59,250 | 59,250 | 67,873 | 8,623 |
| Total revenues | 601,136 | 654,687 | 684,472 | 29,785 |
| **Expenditures** | | | | |
| Administration | 291,199 | 231,380 | 207,791 | 23,589 |
| Parks | 161,064 | 174,009 | 163,127 | 10,882 |
| Library | 104,440 | 92,744 | 79,228 | 13,516 |
| Planning and development | 75,224 | 163,801 | 129,844 | 33,957 |
| Building program | 117,878 | 173,751 | 146,296 | 27,455 |
| Total expenditures | 749,805 | 835,685 | 726,286 | 109,399 |
| **Revenues Over (Under) Expenditures** | (148,669) | (180,998) | (41,814) | 139,184 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | 19,000 | 19,000 | 19,000 | - |
| Transfers out | - | (11,089) | (11,089) | - |
| Interfund loan proceeds | - | 15,000 | 15,000 | - |
| Total other financing sources (uses) | 19,000 | 22,911 | 22,911 | - |
| Net change in fund balance | (129,669) | (158,087) | (18,903) | 139,184 |
| Fund balance, beginning of year | 129,669 | 158,087 | 158,105 | 18 |
| Fund balance, end of year | $ - | $ - | $ 139,202 | $ 139,202 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – State Revenue Sharing Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Intergovernmental | $ 33,000 | $ 33,000 | $ 26,387 | $ (6,613) |
| Miscellaneous | 4,800 | 4,800 | 2,195 | (2,605) |
| Total revenues | 37,800 | 37,800 | 28,582 | (9,218) |
| **Expenditures** | | | | |
| Materials and services | 65,217 | 76,306 | 61,053 | 15,253 |
| Capital outlay | 800 | 800 | 41 | 759 |
| Total expenditures | 66,017 | 77,106 | 61,094 | 16,012 |
| **Revenues Over (Under) Expenditures** | (28,217) | (39,306) | (32,512) | 6,794 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | 5,000 | 16,089 | 16,089 | - |
| Net change in fund balance | (23,217) | (23,217) | (16,423) | 6,794 |
| Fund balance, beginning of year | 23,217 | 23,217 | 17,648 | (5,569) |
| Fund balance, end of year | $ - | $ - | $ 1,225 | $ 1,225 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Local Option Tax Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Taxes and assessments | $ 273,500 | $ 273,500 | $ 296,234 | $ 22,734 |
| Fines and forfeitures | 19,000 | 19,000 | 16,401 | (2,599) |
| Miscellaneous | 11,000 | 11,000 | 1,069 | (9,931) |
| Total revenues | 303,500 | 303,500 | 313,704 | 10,204 |
| **Expenditures** | | | | |
| Personnel services | 84,936 | 85,826 | 77,027 | 8,799 |
| Materials and services | 266,535 | 272,059 | 268,867 | 3,192 |
| Capital outlay | 500 | 7 | 7 | - |
| Contingency | 5,921 | - | - | - |
| Total expenditures | 357,892 | 357,892 | 345,901 | 11,991 |
| Net change in fund balance | (54,392) | (54,392) | (32,197) | 22,195 |
| Fund balance, beginning of year | 54,392 | 54,392 | 41,492 | (12,900) |
| Fund balance, end of year | $ - | $ - | $ 9,295 | $ 9,295 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Transient Lodging Tax Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Taxes and assessments | $ 80,000 | $ 80,000 | $ 79,522 | $ (478) |
| Miscellaneous | 1,800 | 1,800 | 8,498 | 6,698 |
| Total revenues | 81,800 | 81,800 | 88,020 | 6,220 |
| **Expenditures** | | | | |
| Personal services | 68,135 | 68,135 | 55,302 | 12,833 |
| Materials and services | 150,140 | 150,140 | 95,979 | 54,161 |
| Capital outlay | 5,000 | 5,000 | 1,994 | 3,006 |
| Contingency | 37,222 | 37,222 | - | 37,222 |
| Total expenditures | 260,497 | 260,497 | 153,275 | 107,222 |
| **Revenues Over (Under) Expenditures** | (178,697) | (178,697) | (65,255) | 113,442 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers out | (24,000) | (24,000) | (24,000) | - |
| Net change in fund balance | (202,697) | (202,697) | (89,255) | 113,442 |
| Fund balance, beginning of year | 252,697 | 252,697 | 271,955 | 19,258 |
| Fund balance, end of year | $ 50,000 | $ 50,000 | $ 182,700 | $ 132,700 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Street Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Intergovernmental | $ 200,000 | $ 200,000 | $ 217,652 | $ 17,652 |
| Miscellaneous | 5,100 | 5,100 | 25,612 | 20,512 |
| Total revenues | 205,100 | 205,100 | 243,264 | 38,164 |
| **Expenditures** | | | | |
| Personnel services | 84,301 | 84,301 | 71,899 | 12,402 |
| Materials and services | 139,450 | 139,450 | 77,449 | 62,001 |
| Capital outlay | 16,000 | 16,000 | 4,600 | 11,400 |
| Contingency | 14,524 | 14,524 | - | 14,524 |
| Total expenditures | 254,275 | 254,275 | 153,948 | 100,327 |
| **Revenues Over (Under) Expenditures** | (49,175) | (49,175) | 89,316 | 138,491 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers out | (70,000) | (70,000) | (70,000) | - |
| Net change in fund balance | (119,175) | (119,175) | 19,316 | 138,491 |
| Fund balance, beginning of year | 119,175 | 119,175 | 198,276 | 79,101 |
| Fund balance, end of year | $ - | $ - | $ 217,592 | $ 217,592 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Building Reserve Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Miscellaneous | $ 5,000 | $ 5,000 | $ 6,944 | $ 1,944 |
| **Expenditures** | | | | |
| Capital outlay | 160,000 | 160,000 | 101,385 | 58,615 |
| Contingency | 247,726 | 247,726 | - | 247,726 |
| Total expenditures | 407,726 | 407,726 | 101,385 | 306,341 |
| **Revenues Over (Under) Expenditures** | (402,726) | (402,726) | (94,441) | 308,285 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | 20,000 | 20,000 | 20,000 | - |
| Proceeds from sales of assets | 300,000 | 300,000 | 308,515 | 8,515 |
| Total other financing sources (uses) | 320,000 | 320,000 | 328,515 | 8,515 |
| Net change in fund balance | (82,726) | (82,726) | 234,074 | 316,800 |
| Fund balance, beginning of year | 152,726 | 152,726 | 120,542 | (32,184) |
| Fund balance, end of year | $ 70,000 | $ 70,000 | $ 354,616 | $ 284,616 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Street Capital Projects Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Licenses and permits | $ 2,250 | $ 2,250 | $ 13,871 | $ 11,621 |
| Intergovernmental | 250,000 | 250,000 | - | (250,000) |
| Miscellaneous | 10,000 | 10,000 | 4,120 | (5,880) |
| Total revenues | 262,250 | 262,250 | 17,991 | (244,259) |
| **Expenditures** | | | | |
| Capital outlay | 425,000 | 425,000 | 2,256 | 422,744 |
| Contingency | 16,665 | 16,665 | - | 16,665 |
| Total expenditures | 441,665 | 441,665 | 2,256 | 439,409 |
| **Revenues Over (Under) Expenditures** | (179,415) | (179,415) | 15,735 | 195,150 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | 50,000 | 50,000 | 50,000 | - |
| Net change in fund balance | (129,415) | (129,415) | 65,735 | 195,150 |
| Fund balance, beginning of year | 179,415 | 179,415 | 115,397 | (64,018) |
| Fund balance, end of year | $ 50,000 | $ 50,000 | $ 181,132 | $ 131,132 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – American Rescue Plan Act Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | $ - | $ - | $ - | $ - |
| **Expenditures** | - | - | - | - |
| **Revenues Over (Under) Expenditures** | - | - | - | - |
| **Other Financing Sources (Uses)** | | | | |
| Transfers out | (3,200) | (3,200) | - | 3,200 |
| Net change in fund balance | (3,200) | (3,200) | - | 3,200 |
| Fund balance (deficit), beginning of year | 3,200 | 3,200 | (42) | (3,242) |
| Fund balance (deficit), end of year | $ - | $ - | $ (42) | $ (42) |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Park Capital Projects Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Licenses and permits | $ 400 | $ 400 | $ 1,233 | $ 833 |
| Intergovernmental | 50,000 | 50,000 | 15,213 | (34,787) |
| Miscellaneous | 10,000 | 10,000 | 1,214 | (8,786) |
| Total revenues | 60,400 | 60,400 | 17,660 | (42,740) |
| **Expenditures** | | | | |
| Materials and services | 60,000 | 60,000 | 38,891 | 21,109 |
| Capital outlay | 41,000 | 41,000 | 4,258 | 36,742 |
| Contingency | 9,793 | 9,793 | - | 9,793 |
| Total expenditures | 110,793 | 110,793 | 43,149 | 67,644 |
| Net change in fund balance | (50,393) | (50,393) | (25,489) | 24,904 |
| Fund balance, beginning of year | 50,393 | 50,393 | 46,789 | (3,604) |
| Fund balance, end of year | $ - | $ - | $ 21,300 | $ 21,300 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Equipment Replacement Reserve Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Miscellaneous | $ - | $ - | $ 174 | $ 174 |
| **Expenditures** | | | | |
| Capital outlay | 60,000 | 60,000 | 53,155 | 6,845 |
| Contingency | 16,409 | 16,409 | - | 16,409 |
| Total expenditures | 76,409 | 76,409 | 53,155 | 23,254 |
| **Revenues Over (Under) Expenditures** | (76,409) | (76,409) | (52,981) | 23,428 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | 40,000 | 40,000 | 20,000 | (20,000) |
| Net change in fund balance | (36,409) | (36,409) | (32,981) | 3,428 |
| Fund balance, beginning of year | 36,409 | 36,409 | 36,943 | 534 |
| Fund balance, end of year | $ - | $ - | $ 3,962 | $ 3,962 |

# City of Dayton, Oregon
## Combining Statement of Revenues, Expenditures, and Changes In Fund Balances - Water Operations
## Year Ended June 30, 2025

| | Water Utility | Water Utility Capital | Interfund Eliminations | Total Water Operations |
|---|---|---|---|---|
| **Revenues** | | | | |
| Charges for services | $ 1,019,401 | $ - | $ - | $ 1,019,401 |
| Licenses and permits | - | 53,875 | - | 53,875 |
| Miscellaneous | 28,399 | 3,773 | - | 32,172 |
| Total revenues | 1,047,800 | 57,648 | - | 1,105,448 |
| **Expenditures** | | | | |
| Personnel services | 443,987 | - | - | 443,987 |
| Materials and services | 559,809 | - | - | 559,809 |
| Capital outlay | 12,729 | 359,521 | - | 372,250 |
| Total expenditures | 1,016,525 | 359,521 | - | 1,376,046 |
| **Revenues Over (Under) Expenditures** | 31,275 | (301,873) | - | (270,598) |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | - | 100,000 | (100,000) | - |
| Transfers out | (280,965) | - | 100,000 | (180,965) |
| Total other financing sources (uses) | (280,965) | 100,000 | - | (180,965) |
| Net change in fund balance | (249,690) | (201,873) | - | (451,563) |
| Fund balance, beginning of year | 749,758 | 362,698 | - | 1,112,456 |
| Fund balance, end of year | $ 500,068 | $ 160,825 | $ - | $ 660,893 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Water Utility Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Charges for services | $ 1,068,700 | $ 1,068,700 | $ 1,019,401 | $ (49,299) |
| Miscellaneous | 21,000 | 21,000 | 28,399 | 7,399 |
| Total revenues | 1,089,700 | 1,089,700 | 1,047,800 | (41,900) |
| **Expenditures** | | | | |
| Personnel services | 512,943 | 512,943 | 443,987 | 68,956 |
| Materials and services | 533,524 | 548,524 | 559,809 | (11,285) |
| Capital outlay | 37,000 | 96,634 | 12,729 | 83,905 |
| Contingency | 24,634 | - | - | - |
| Total expenditures | 1,108,101 | 1,158,101 | 1,016,525 | 141,576 |
| **Revenues Over (Under) Expenditures** | (18,401) | (68,401) | 31,275 | 99,676 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers out | (350,000) | (300,000) | (280,965) | 19,035 |
| Net change in fund balance | (368,401) | (368,401) | (249,690) | 118,711 |
| Fund balance, beginning of year | 418,401 | 418,401 | 749,758 | 331,357 |
| Fund balance, end of year | $ 50,000 | $ 50,000 | $ 500,068 | $ 450,068 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Water Utility Capital Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Licenses and permits | $ 16,968 | $ 16,968 | $ 53,875 | $ 36,907 |
| Miscellaneous | 20,000 | 20,000 | 3,773 | (16,227) |
| Total revenues | 36,968 | 36,968 | 57,648 | 20,680 |
| **Expenditures** | | | | |
| Capital outlay | 525,000 | 525,000 | 359,521 | 165,479 |
| Contingency | 49,845 | 49,845 | - | 49,845 |
| Total expenditures | 574,845 | 574,845 | 359,521 | 215,324 |
| **Revenues Over (Under) Expenditures** | (537,877) | (537,877) | (301,873) | 236,004 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | 100,000 | 100,000 | 100,000 | - |
| Net change in fund balance | (437,877) | (437,877) | (201,873) | 236,004 |
| Fund balance, beginning of year | 437,877 | 437,877 | 362,698 | (75,179) |
| Fund balance, end of year | $ - | $ - | $ 160,825 | $ 160,825 |

# City of Dayton, Oregon
## Combining Statement of Revenues, Expenditures, and Changes In Fund Balances – Sewer Operations
## Year Ended June 30, 2025

| | Sewer Utility | Sewer Utility Capital | Interfund Eliminations | Total Sewer Operations |
|---|---|---|---|---|
| **Revenues** | | | | |
| Charges for services | $ 748,530 | $ - | $ - | $ 748,530 |
| Intergovernmental | - | 75,000 | - | 75,000 |
| Licenses and permits | - | 96,064 | - | 96,064 |
| Miscellaneous | 4,517 | 4,337 | - | 8,854 |
| Total revenues | 753,047 | 175,401 | - | 928,448 |
| **Expenditures** | | | | |
| Personnel services | 323,422 | - | - | 323,422 |
| Materials and services | 271,014 | - | - | 271,014 |
| Capital outlay | 22 | 2,016,603 | - | 2,016,625 |
| Total expenditures | 594,458 | 2,016,603 | - | 2,611,061 |
| **Revenues Over (Under) Expenditures** | 158,589 | (1,841,202) | - | (1,682,613) |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | - | 50,000 | (50,000) | - |
| Transfers out | (132,247) | - | 50,000 | (82,247) |
| Issuance of interfund loan | (15,000) | - | - | (15,000) |
| Proceeds from issuance of debt | - | 3,515,924 | - | 3,515,924 |
| Total other financing sources (uses) | (147,247) | 3,565,924 | - | 3,418,677 |
| Net change in fund balance | 11,342 | 1,724,722 | - | 1,736,064 |
| Fund balance (deficit), beginning of year | 75,138 | (1,016,483) | - | (941,345) |
| Fund balance, end of year | $ 86,480 | $ 708,239 | $ - | 794,719 |
| Interfund loan receivable | | | | 15,000 |
| Fund net position, end of year - modified cash basis | | | | $ 809,719 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Sewer Utility Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Charges for services | $ 771,400 | $ 771,400 | $ 748,530 | $ (22,870) |
| Miscellaneous | 20,250 | 20,250 | 4,517 | (15,733) |
| Total revenues | 791,650 | 791,650 | 753,047 | (38,603) |
| **Expenditures** | | | | |
| Personnel services | 352,088 | 352,088 | 323,422 | 28,666 |
| Materials and services | 257,147 | 304,905 | 271,014 | 33,891 |
| Capital outlay | 4,500 | 4,500 | 22 | 4,478 |
| Contingency | 47,758 | - | - | - |
| Total expenditures | 661,493 | 661,493 | 594,458 | 67,035 |
| **Revenues Over (Under) Expenditures** | 130,157 | 130,157 | 158,589 | 28,432 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers out | (175,380) | (160,380) | (132,247) | 28,133 |
| Issuance of interfund loan | - | (15,000) | (15,000) | - |
| Total other financing sources (uses) | (175,380) | (175,380) | (147,247) | 28,133 |
| Net change in fund balance | (45,223) | (45,223) | 11,342 | 56,565 |
| Fund balance, beginning of year | 45,223 | 45,223 | 75,138 | 29,915 |
| Fund balance, end of year | $ - | $ - | $ 86,480 | $ 86,480 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Sewer Utility Capital Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Intergovernmental | $ 1,453,000 | $ 1,453,000 | $ 75,000 | $ (1,378,000) |
| Licenses and permits | 15,128 | 15,128 | 96,064 | 80,936 |
| Miscellaneous | 10,000 | 10,000 | 4,337 | (5,663) |
| Total revenues | 1,478,128 | 1,478,128 | 175,401 | (1,302,727) |
| **Expenditures** | | | | |
| Capital outlay | 3,159,775 | 3,159,775 | 2,016,603 | 1,143,172 |
| Contingency | 18,915 | 18,915 | - | 18,915 |
| Total expenditures | 3,178,690 | 3,178,690 | 2,016,603 | 1,162,087 |
| **Revenues Over (Under) Expenditures** | (1,700,562) | (1,700,562) | (1,841,202) | (140,640) |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | 53,200 | 53,200 | 50,000 | (3,200) |
| Proceeds from issuance of debt | 1,500,000 | 1,500,000 | 3,515,924 | 2,015,924 |
| Total other financing sources (uses) | 1,553,200 | 1,553,200 | 3,565,924 | 2,012,724 |
| Net change in fund balance | (147,362) | (147,362) | 1,724,722 | 1,872,084 |
| Fund balance (deficit), beginning of year | 177,362 | 177,362 | (1,016,483) | (1,193,845) |
| Fund balance, end of year | $ 30,000 | $ 30,000 | $ 708,239 | $ 678,239 |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Stormwater Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | $ - | $ - | $ - | $ - |
| **Expenditures** | | | | |
| Materials and services | - | 75,100 | - | 75,100 |
| **Revenues Over (Under) Expenditures** | - | (75,100) | - | 75,100 |
| **Other Financing Sources (Uses)** | | | | |
| Proceeds from issuance of debt | - | 75,100 | - | (75,100) |
| Net change in fund balance | - | - | - | - |
| Fund balance, beginning of year | - | - | - | - |
| Fund balance, end of year | $ - | $ - | $ - | $ - |

# City of Dayton, Oregon

## Schedule of Revenues, Expenditures, and Changes in Fund Balance (Budgetary Basis) – Budget and Actual – Debt Service Fund

## Year Ended June 30, 2025

| | Budget Amounts | | | |
|---|---|---|---|---|
| | Original | Final | Actual | Variance |
| **Revenues** | | | | |
| Intergovernmental | $ 23,249 | $ 23,249 | $ - | $ (23,249) |
| Miscellaneous | 15,000 | 15,000 | 11,248 | (3,752) |
| Total revenues | 38,249 | 38,249 | 11,248 | (27,001) |
| **Expenditures** | | | | |
| Debt service | | | | |
| Principal | 342,880 | 342,880 | 183,533 | 159,347 |
| Interest | 131,619 | 131,619 | 59,679 | 71,940 |
| Total expenditures | 474,499 | 474,499 | 243,212 | 231,287 |
| **Revenues Over (Under) Expenditures** | (436,250) | (436,250) | (231,964) | 204,286 |
| **Other Financing Sources (Uses)** | | | | |
| Transfers in | 335,380 | 335,380 | 243,212 | (92,168) |
| Net change in fund balance | (100,870) | (100,870) | 11,248 | 112,118 |
| Fund balance, beginning of year | 382,790 | 382,790 | 482,169 | 99,379 |
| Fund balance, end of year | $ 281,920 | $ 281,920 | $ 493,417 | $ 211,497 |

# Compliance Section

redw
Advisors & CPAs

# Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Honorable Mayor and Members of the City Council
City of Dayton
Dayton, Oregon

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Dayton (the "City") as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 26, 2026.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2025-01 that we consider to be a significant deficiency.



Advisory, Assurance, and Tax offered through REDW LLC. Wealth Management offered through REDW Wealth LLC.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**The City's Response to Findings**

*Government Auditing Standards* requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*REDW LLC*

Salem, Oregon
March 26, 2026

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# Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance in Accordance with the Uniform Guidance

Honorable Mayor and Members of the City Council
City of Dayton
Dayton, Oregon

## Report on Compliance for Each Major Federal Program

### *Opinion on the Major Federal Program*

We have audited the City of Dayton (the "City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal program for the year ended June 30, 2025. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2025.

### *Basis for Opinion on the Major Federal Program*

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

### *Responsibilities of Management for Compliance*

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.



Advisory, Assurance, and Tax offered through REDW LLC. Wealth Management offered through REDW Wealth LLC.

***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

***Report on Internal Control Over Compliance***

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

***Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance***

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 26, 2026, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance 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 basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*REDW LLC*

Salem, Oregon
March 26, 2026

# City of Dayton
## Schedule of Expenditures of Federal Awards
## For the Year Ended June 30, 2025

| | Assistance Listing Number | Pass-Through Entity Identifying Number | Expenditures |
|---|---|---|---|
| **Environmental Protection Agency** | | | |
| *Passed through Oregon Department of Environmental Quality* | | | |
| Capitalization Grants for Clean Water State Revolving Funds | 66.458 | R26753 | $ 1,373,774 |
| Total Environmental Protection Agency | | | 1,373,774 |
| **National Parks Service** | | | |
| *Passed through Oregon State Parks and Recreation* | | | |
| Historic Preservation Fund Grants in Aid | 15.904 | NMHLPCFHB9V4 65FF1 | 9,371 |
| Total Environmental Protection Agency | | | 9,371 |
| Total federal expenditures | | | $ 1,383,145 |
| **Reconciling Items** | | | |
| Prior year federal expenditures reimbursed in the current year | | | $ 1,189,700 |
| Total federal revenue | | | $ 2,572,845 |

**See accompanying notes to the schedule of expenditures of federal awards.**

# City of Dayton
## Notes to Schedule of Expenditures of Federal Awards
## June 30, 2025

### 1) Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the City of Dayton (the "City") for the year ended June 30, 2025. The federal award information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to, and does not, present the financial position, changes in net position, or cash flows of City of Dayton.

### 2) Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified cash basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

### 3) Indirect Cost Rate

The City has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

# City of Dayton
**Schedule of Findings and Questioned Costs**
**For the Year Ended June 30, 2025**

## Section I – Summary of Auditor's Results

***Financial Statements***

| | |
|---|---|
| Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: | Unmodified |
| Internal control over financial reporting: | |
| Material weakness(es) identified? | No |
| Significant deficiency(ies) identified? | Yes |
| Noncompliance material to financial statements noted? | No |

***Federal Awards***

| | |
|---|---|
| Internal control over major federal program: | |
| Material weakness(es) identified? | No |
| Significant deficiency(ies) identified? | None reported |
| Type of auditor's report issued on compliance for major federal program: | Unmodified |
| Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) | No |

Identification of major federal program:

| Assistance Listing Number | Name of Federal Program or Cluster |
|---|---|
| 66.458 | Capitalization Grants for Clean Water State Revolving Funds |

| | |
|---|---|
| Dollar threshold used to distinguish between type A and type B programs: | $750,000 |
| Auditee qualified as low-risk auditee? | No |

# City of Dayton
**Schedule of Findings and Questioned Costs**
**For the Year Ended June 30, 2025**

## Section II — Financial Statement Findings

### Finding 2025-01: Budget Noncompliance – Over-expenditures, Deficit fund balances, budgeted transfers in not agreeing to budgeted transfers out, and fund appropriations not being adopted by organizational unit (Significant Deficiency)

***Criteria***

State law and the organization's budget policies require that:

- Expenditures not exceed appropriated amounts for each fund and organizational unit.
- All fund balances must not be in deficit at fiscal year-end.
- Budgeted transfers in agree to budgeted transfers out.
- Expenditures must be appropriated by organizational unit, and no expenditures may be made from funds for which no appropriation exists.

***Condition***

During the audit of the fiscal year ended June 30, 2025, we noted the following:

- The Water Utility fund had expenditures exceeding its legally adopted appropriations by about $11,000.
- The American Rescue Plan Act fund reported deficit fund balances of $42 at year-end.
- The final budget for fiscal year 2024-25 contained transfers in exceeding transfers out by $65,000.
- The original adopted budget for fiscal year 2025-26 contained transfers out exceeding transfers in by $15,000.
- Within the adopted budget for fiscal year 2025-26, expenditures in several fund were not appropriated by organizational unit.

***Cause***

These noncompliance issues occurred due to a presentation adjustment for recording deposit liability during the current year that resulted in expenditures exceeding the budget appropriations, errors in properly verifying the equality of transfers in and transfers out, and incomplete budgeting processes which failed to ensure all organizational units were properly appropriated.

***Effect***

Failing to comply with state budgeting requirements increases the risk of financial instability, unauthorized spending, and potential statutory violations. Over-expenditures and deficit fund balances may result in loss of public confidence, restricted funding options, and challenges in maintaining essential public services.

***Recommendation***

We recommend management implement enhanced procedures for monitoring budget-to-actual expenditures on a regular basis, including a month-end review of appropriations by fund and organizational unit. Management should improve methodologies for estimating beginning cash balances and ensure that all organizational units are appropriated in the adopted budget. The governing body should be provided with timely and accurate budget vs. actual reports throughout the fiscal year to facilitate informed decisions and compliance with legal requirements.

*Views of Responsible Officials and Planned Corrective Actions*: The City's management concurs with the finding and acknowledges the importance of proper budgeting process and estimates. Steps are being taken to address the significant deficiency identified, including retaining finance staff, improving internal processes, and improved training related to budget compliance. Some of the issues identified, such as the fund balance deficit in the ARPA Fund, have already been addressed by the City staff. The management commits to implementing these measures to ensure future compliance with budget law.

## Section III – Federal Award Findings

There were no federal award findings reported for the fiscal year ended June 30, 2025.

redw
Advisors & CPAs

# Independent Auditor's Report
# Required by Oregon State Regulations

Honorable Mayor and Members of the City Council
City of Dayton
Dayton, Oregon

We have audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statements of the City of Dayton, Oregon (the "City") as of and for the year ended June 30, 2025, and have issued our report thereon dated March 26, 2026.

***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

We performed procedures to the extent we considered necessary to address the required comments and disclosures which included, but were not limited to the following:

- Deposit of public funds with financial institutions (ORS Chapter 295).
- Indebtedness limitations, restrictions, and repayment.
- Budgets legally required (ORS Chapter 294).
- Insurance and fidelity bonds in force or required by law.
- Programs funded from outside sources.
- Highway revenues used for public highways, roads, and streets.
- Authorized investment of surplus funds (ORS Chapter 294).
- Public contracts and purchasing (ORS Chapters 279A, 279B, 279C).
- Accountability for collecting or receiving money by elected officials - no money was collected or received by elected officials.



Advisory, Assurance, and Tax offered through REDW LLC. Wealth Management offered through REDW Wealth LLC.

In connection with our testing nothing came to our attention that caused us to believe the City was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, except for the following:

- Expenditures in excess of appropriations as detailed in the notes to the basic financial statements on page 32.
- The deficit fund balance as detailed in the notes to the basic financial statements on page 32.
- Budgeted transfers in exceed budgeted transfers out in the final FY 2025 budget.
- Budgeted transfers out exceed budgeted transfers in the FY 2026 adopted budget.
- The FY26 adopted budget contains funds that were not appropriated at the department or organizational unit level.

***Internal Control Over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

See the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* for significant deficiencies identified.

***Restriction on Use***

This report is intended solely for the information and use of the City Council and management of the City of Dayton, Oregon and the Oregon Secretary of State and is not intended to be and should not be used by anyone other than these parties.

Ryan T. Pasquarella, Principal
For REDW LLC
March 26, 2026

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**To:** Honorable Mayor and City Councilors

**From:** Rob Walker, Finance Director

**Through:** Jeremy Caudle, City Manager

**Issue:** 24-25 Audit Independent Auditor's Summary of Results findings of a Significant Deficiency in Budgeting.

**Date:** April 6, 2026

**Background and Information:**

The auditors issued an unmodified opinion on the audit, which means they found nothing that would lead them to believe that the statements were materially misstated. They did find what were departures from Oregon budgeting law that they believed were a significant deficiency. A significant deficiency means that they believed we departed from Oregon budget law in a significant way; they did not find a material weakness which would cause them to believe our budget process was materially out of compliance. Their findings are as follows (page 64 of audit report):

- The Water Utility fund had expenditures exceeding its legally adopted appropriations by about $11,000.
- The American Rescue Plan Act fund reported deficit fund balances of $42 at year-end.
- The final budget for fiscal year 2024-25 contained transfers in exceeding transfers out by $65,000.
- The original adopted budget for fiscal year 2025-26 contained transfers out exceeding transfers in by $15,000.
- Within the adopted budget for fiscal year 2025-26, expenditures in several funds were not appropriated by organizational unit.

The State Audit Division requires deficiencies to be addressed in writing within 30 days of filing the audit report, which was filed on March 30, 2026, with a plan to address the deficiencies. The plan we intend to file follows.

It should be noted that neither Jeremy nor myself believed these rose to the level of a significant deficiency. Our response to the auditors also follows.

**City Manager Recommendation:** Approve the plan to correct significant deficiencies.

**Potential Motion:** "I move to adopt the Corrective Action Plan to address the significant discrepancies found in the fiscal year 2024-2025 audit, as presented, and to authorize the Mayor, Council President, and City Manager to sign."

**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.

1. Water Utility fund had expenditures exceeding legally adopted appropriations by $11,000.
    a. After the fiscal year was over it was discovered that water and sewer deposits were being handled incorrectly. Paid deposits were being run through a revenue account and deposit refunds were being run through an expenditure account. Both of these scenarios should be run through a liability account, with the outstanding balance of deposits as the balance of the liability account. Correcting this caused the $11,000 over expenditure. It should be noted that even though this error had been perpetuated over several years, our auditors never caught it, nor was it at their prompting that it was corrected.
2. The ARPA fund reported a deficit fund balance of ($42) at year-end.
    a. We acknowledge the deficit and have already corrected it.
    b. The balance of the ARPA account at 6/30/25 was unchanged from 6/30/24; there was no mention of this in the 6/30/24 audit. This is also an immaterial balance and should not be considered toward the decision as to if there is significant deficiency in the budget process. This was corrected in the current fiscal year, once again without the prompting of the auditors.
3. The final budget for fiscal year 2024-25 contained transfers out exceeding transfers in by $65,000.
    a. We acknowledge this issue and are updating our appropriation structure per ORS 294.456 and we acknowledge the transfer imbalance and have implemented stronger checks to keep this from happening in the future.
    b. This was caused by an error in the supplemental budget. It should be noted that the budget balanced and this was simply a clerical error. With this in mind, we don't think this rises to the level of a significant deficiency.
4. The original adopted budget for fiscal year 2025-26 contains transfers out exceeding transfers in by $15,000.
    a. We acknowledge this clerical error and will correct it via the supplemental budget process if the transfer is executed later in the fiscal year. We have implemented pre-adoption balancing checks to ensure compliance.
    b. Another clerical error. This is caused by a transfer to the Sewer Utility Fund without a transfer out. It should be noted that this transfer hasn't happened, and it doesn't look like it will happen. We appreciate this being brought to our attention, and this can be corrected by a supplemental budget, but since the transfer is not going to happen, and it pertains to the current fiscal year, we don't think it should cause the audit for fiscal year 2024-25 to have a significant deficiency.

5. Within the adopted budget for fiscal year 2025-26, expenditures in several funds were not appropriated by organizational unit.
    a. Our budget development process is being updated so all funds include appropriations at the correct legal level.
    b. It is concerning that the budget has been prepared the same way for many years, and this is just now coming up as an issue in audit.

Since three of the above issues were present in prior year audits, it is disappointing that they are just now being brough up as issues contributing to a determination that we have a significant discrepancy in the budget process. If they had been flagged as issues in the past they could have been addressed in the past.

jcaudle@daytonoregon.gov
PO Box 339, Dayton, Oregon 97114
503-864-2221
www.DaytonOregon.gov

April 6, 2026

Oregon Secretary of State Audits Division
255 Capitol St. NE, Suite #180
Salem, OR 97310

The City of Dayton respectfully submits the following corrective action plan in response to deficiencies reported in our audit of fiscal year ended June 30, 2025. The audit was completed by the independent auditing firm REDW and reported the deficiencies listed below. The Dayton City Council passed a motion to approve the corrective action plan at their regular meeting on April 6, 2026, as attested by the signatures below.

The deficiencies identified are:

- The Water Utility fund had expenditures exceeding its legally adopted appropriations by about $11,000.
- The American Rescue Plan Act fund reported deficit fund balances of $42 at year-end.
- The final budget for fiscal year 2024-25 contained transfers in exceeding transfers out by $65,000.
- The original adopted budget for fiscal year 2025-26 contained transfers out exceeding transfers in by $15,000.
- Within the adopted budget for fiscal year 2025-26, expenditures in several funds were not appropriated by organizational unit.

The plan to address the deficiencies is in the table attached to this letter.

Sincerely,

_____ _____
Annette Frank, Mayor Date

_____ _____
Andrew Hildebrandt, Council President Date

_____ _____
Jeremy Caudle, City Manager Date

**Corrective Action Plan (CAP)**

**Scope:** Findings from the FY 2024-25 audit and the adopted FY 2025-26 budget.

**Standards:** Oregon Local Budget Law (**ORS Chapter 294**), governing body policies, and internal controls.

**CAP Summary Table**

| # | Finding (per audit) | Root Cause | Corrective Actions | Owner | Due Date | Status | Evidence of Completion | Measure of Success |
|---|---|---|---|---|---|---|---|---|
| 1 | Water Utility Fund over-expenditure of $11,000. | Misclassification of deposits/refunds (recorded as revenue/expenditure instead of liability). | (a) Update procedures to record all customer deposits/refunds in liability accounts; (b) Add monthly review of postings affecting appropriation levels. | Finance Director | **July 15, 2025** | Completed | monthly review checklist. | Zero over-appropriation variances due to reclassification in FY 2025-26 close. |
| 2 | ARPA Fund deficit of ($42) at year-end; unchanged from prior year. | Year-end reconciliation gap; immaterial balance not trued up. | (a) Reconcile ARPA Fund to eliminate deficit; (b) Implement fund-balance compliance checklist. | Finance Director | **Dec 31, 2025** | Completed | Trial balance; reconciliation worksheet; checklist signed by City Manager. | All funds end FY with ≥ $0 fund balance unless legally permitted exception. |
| 3 | FY 2024-25 transfers out exceeded transfers in by $65,000 due to supplemental budget error. | Clerical error; lack of entity-level transfer netting check. | (a) Implement two-step verification for transfer schedules; (b) Add entity-level netting control (transfers in = transfers out) prior to adoption. | Finance Director | **May 15, 2026** | In progress | Pre-adoption checklist; signed verification by City Manager; governing body agenda packet inclusion. | No adopted budget or supplemental shows net transfer imbalance. |

| # | Finding (per audit) | Root Cause | Corrective Actions | Owner | Due Date | Status | Evidence of Completion | Measure of Success |
|---|---|---|---|---|---|---|---|---|
| 4 | FY 2025-26 transfers out exceeded transfers in by $15,000 (missing offset for Sewer Utility Fund). | Template/data entry oversight; no pre-adoption balancing check. | (a) Add pre-adoption balancing step to templates; (b) Prepare a supplemental budget amendment if the transfer will occur. | City Manager | **Apr 30, 2026** | In progress | Updated template; evidence of supplemental (if needed); agenda & minutes. | All current-year transfer schedules balance and are adopted in compliance. |
| 5 | Expenditures not appropriated by organizational unit (FY 2025-26). | Historic practice of fund-level only appropriations; legal level not incorporated. | (a) Revise budget resolution format to include organizational unit appropriations; (b) Update internal budget development SOP. | City Manager | **Jun 15, 2026** | Planned | Draft resolution; training materials. | Adopted budget shows appropriations at required legal level; no audit exceptions. |

Plan adopted by Dayton City Council this 6th day of April, 2026

_____ _____

Mayor Annette Frank Date

**To:** Honorable Mayor and City Councilors

**From:** Rocio Vargas, City Recorder

**Through:** Jeremy Caudle, City Manager

**Issue:** Review TMDL Annual Report Acceptance Letter Discussion

**Date:** April 6, 2026

**Background and Information:** The City submitted its 2024–2025 TMDL (Total Maximum Daily Load) Implementation Plan Annual Report to the Department of Environmental Quality (DEQ) for review.

DEQ has finished reviewing the report and found that it meets all required standards. DEQ also recognized the City's plan to establish a stormwater fee to help support the program moving forward.

DEQ also provided a list of recommendations for TMDL implementation efforts and future reporting.

**City Manager Recommendation:** No action required.

**Potential Motion:** n/a

**Council Options:** n/a

Oregon
Tina Kotek, Governor

**Department of Environmental Quality**
Western Region Eugene Office
165 East 7th Avenue, Suite 100
Eugene, OR 97401
(541) 686-7838
FAX (541) 686-7551
TTY 711

*Electronic*

Feb. 27, 2026

Jeremy Caudle
City of Dayton – City Manager
P.O. Box 339
Dayton, OR 97114

Re: Review and Acceptance of the 2024-2025 TMDL Implementation Plan Annual Report for the City of Dayton.

Dear Jeremy,

Thank you for submitting the City of Dayton 2024-2025 TMDL Implementation Plan Annual Report. The Department has reviewed your report and finds that the report complies with the reporting requirement. The city has done an excellent job continuing to develop and share educational materials related to water quality. The city has also made good progress on some control measures in the plan and notes plans to establish a stormwater fee which would further support the program. Please see the below notes related to your next annual report:

- PI-2 Document a presentation to city council during this reporting period, you can include information from your annual report highlighting accomplishments and upcoming requirements to be implemented
- PI-3 Include the number of markers installed in your 2026 annual report
- ID-1 Include an update on the budgetary needs to map stormwater system in the 2026 annual report
- ID-4 This measure was scheduled to be completed in 2024, you can utilize nearby city ordinances as a base, include a draft list in your 2026 annual report
- CS-3 I recommend that you complete a review of other city ordinances in 2026 and report which cities ordinances were reviewed
- Complete inventory in 2026/2027, 2026 report should document progress towards completion of inventory
- Include update on stormwater fee in 2026 annual report

I would like to reaffirm that I am available as a resource to assist you as you move forward with TMDL implementation. Please feel free to contact me at (541) 972-5520 for assistance.

Best regards,

Grace Goldrich-Middaugh
ec: Heather Tugaw, Interim Western Region Watersheds and Stormwater Manager, DEQ
Rocio Vargus, Dayton City Recorder

# City of Dayton

# 2024/2025

# TMDL Annual Progress Report

Prepared by:

Dayton City Staff

2025

**Certification**

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

Jeremy Caudle
Dayton City Manager
PO Box 339
Dayton, OR 97114

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Attachments:

A. BMP Status
B. 2024/2025 TMDL Matrix
C. 2025/2026 TMDL Matrix

**ACRONYMS**

| | |
|---|---|
| BMPs | Best Management Practices |
| City | City of Dayton |
| CESCL | Certified Erosion and Sediment Control Lead |
| CS | Construction Site Runoff |
| CWA | Clean Water Act |
| DEQ | (Oregon) Department of Environmental Quality |
| DMA | Designated Management Agency |
| ESCP | Erosion and Sediment Control Plan |
| EPA | United States Environmental Protection Agency |
| GH | Good Housekeeping in Municipal Operations |
| ID | Illicit Discharge Detection and Elimination |
| LID | Low Impact Development |
| LUCS | Land Use Compatibility Statement |
| MCM | Minimum Control Measure (aka Stormwater Controls) |
| NPDES | National Pollutant Discharge Elimination System |
| NPS | Nonpoint Sources (not under an NPDES permit) |
| NWI | National Wetland Inventory |
| OAR | Oregon Administrative Rules |
| ODA | Oregon Department of Agriculture |
| ODFW | Oregon Department of Fish and Wildlife |
| PC | Post-Construction Runoff Control in New and Re-development |
| PE | Public Education |
| PI | Public Involvement |
| SWPPP | Stormwater Pollution Prevention Plan |
| TMDL | Total Maximum Daily Load |
| TSS | Total Suspended Solids |
| USGS | United States Geological Survey |
| WQMP | Water Quality Management Plan |

## Section 1 – Introduction

This document serves as the 2024/2025 Report Year Annual Report for the City of Dayton. Dayton has a population of 2,688 according to the 2022 U.S. Census Data information. This annual report has been written by the City Staff and reviewed and approved by the Dayton City Manager and staff.

The City of Dayton discharges stormwater to the Yamhill River, Palmer Creek, and other minor tributaries. The City is in the Yamhill Subbasin in the Western portion of the Willamette Basin and drains portions of the Coast Range. The Yamhill River flows into the Willamette River to the east of Dayton.

### 1.1 Background

March of 2021 the City of Dayton was notified that DEQ had included Dayton as a designated management agency (DMA) in the *2019 Revised Willamette Basin Mercury TMDL and WQMP.* The City hired a consultant in 2021 to develop the City of Dayton TMDL Implementation plan.

The plan was submitted and approved by DEQ in 2022. This report covers the implementation period from November 2024 to October 2025.

According to the approval notification from DEQ, Dayton must:

1. *Begin Plan implementation on Sept. 3, 2022.*
2. *Implement the best management practice activities it has proposed in the updated Plan.*
3. *Consult DEQ for approval on any changes to the Plan activities and timelines in advance.*
4. *Monitor, document, and report on progress in implementing the provisions of the Plan:*
    a. *Submit annual reports to the Department by Dec. 1 each year. Reports should cover the previous months of implementation for November 1 through October 31.*
    b. *Submit complete reports. Reports must contain sufficient information to enable the Department to assess reporting metrics, measurable goals, compliance with the provisions of the Plan, progress, and delays and challenges, towards implementing the Plan for meeting the TMDL load allocation.*
5. *TMDL implementation is an iterative process that continues every five years. The fifth report submittal, due on Dec. 1, 2027, must document one & two above and include information on the following: a. A comprehensive review of overall Plan implementation progress over the previous years (September 3, 2022, through October 31, 2027).*

### 1.2 Report Format

This report has been formatted with public and DEQ review in mind. Sections 1 through 8 of the report include a detailed accounting of program implementation for the review period of November 1, 2024, through October 31, 2025. The reported progress is described through control measures and associated BMPs and activities in the Sections that follow.

The required Public Education Evaluation is covered in Section 9. Program monitoring and any adaptive management activity documentation is found in Section 10, and Section 11 is the closing statement.

- Appendix A, BMP Progress List, is an at-a-glance table listing the BMPs and the status as of October 31, 2025.

- Appendix B, the TMDL Implementation Plan Matrix for 2024/2025
    - The status column includes progress made for the report year. More details of activities can be found in the narrative portion of this document.
- Appendix C is the revised matrix for Report Year 4 2025/2026.

## Section 2 – Program Strengths and Weaknesses

### 2.1 Program Strengths

The City of Dayton continues to develop enticing educational materials and updating their website and online platforms. The implementation plan is easy to find, and it is simplified with public education materials.

The City of Dayton has continued to take advantage of community events and activities to share TMDL related educational messages with residents. All the educational materials are translated to Spanish to reach the maximum potential of the City' s residents. This year the City held their annual City-Wide Clean-up event in May and passed out brochures and pet waste bags to all the residents that participated in the event. The second event the City promoted information to the public was the school resource fair, hosted by the Dayton School District.

This report will express the goals accomplished this year 2024/2025. It is important to mention that the City has gone through a complete staff turnover and those who in the previous year received all the training with the consultant are no longer with the City. None the less, with limited resources, staffing, and training the team has accomplished as many goals as possible. This year the team worked on ongoing goals and completing the goals in progress.

### 2.2 Program Weaknesses

As a city with limited budget and staff size most are holding more than one job title it makes it difficult to make TMDL a 24/7 program. New employees require training as they have not been introduced to TMDL before. The team created includes staff from Code Enforcement, City Recorder, City Manager, Library Director, Tourism and Economic Development Director and Public Works Supervisor. The City did accomplish getting the Code Enforcement/Building Permit Coordinator CESCL certified. He will be the main contact with the developers.

This year the biggest challenge was starting a new project to accomplish more goals in the plan. The team, however, integrated the continuance of goals with their daily jobs. Such as producing materials with each season, 3rd grade class presentation, and basin markers placements.

## Section 3 – Public Education

### 3.1 Overview

The City has an attractive website full of valuable resource materials for the public and developers. The City continues to use social media, handouts at local events and promotional items to educate the city residents. The City has set an educational roadmap for their target audiences providing information to the public, students, developers and builders. The next goal is to educate the elected officials.

### 3.2 BMP Progress

PE – 1 The Library Director completed a comprehensive portfolio of educational social media posts, which will be shared with the public following the City's Facebook page. The material is updated to match the season and activities of the City. All the material is also translated to Spanish to be more inclusive and spread the information to the public.

PE – 2 The City website is continuously updated to keep relevant information posted. The website also keeps the TMDL Implementation Plan posted available for the public, developers, and builders to review at any time.

PE – 3 For the second year in a row the team presented "Tommy the Trout" to the Dayton Grade School 3rd grade class. We also recorded the presentation and shared it on our city website TMDL page.

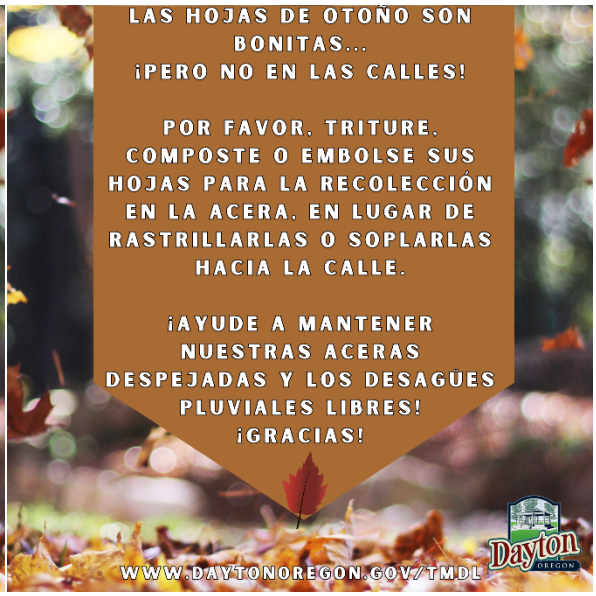
*The 3rd grade class TMDL presentation.*

PE – 4 The City Hall Lobby displays printed brochures and materials for the public and builders about TMDL. These are updated and restored, as necessary.

PE – 5 The City uses city sponsored events to disseminate informational brochures and materials to the public. The City-Wide Clean-up is the perfect event to pass out information to the public that is cleaning out their households. This year the YCCO Resource Faire was used to target parents and children with a video from the third-grade class informational and promotional materials. The Code Enforcement Officer/ Building Coordinator and the Public Works Supervisor will write articles educating the public on TMDL subjects and these are printed in the Ferry Street Newsletter each quarter and distributed to every resident in the 97114-zip code.

PE – 6 All City of Dayton Parks have pet stations that are fully stocked with waste bags. The stations are monitored by public works staff and refilled, as necessary.

*Halloween themed flyers for trick or treaters*




*fall themed flyer for the Parent Resource Fair.*

**Section 4 Public Involvement**

**4.1 Overview**

The TMDL Implementation Plan continues to be posted to the website, and it is updated, as necessary. There has been some progress in Public Involvement. There are plans to move forward by involving the City

Council and educating them so they can pass on the information to the public. Involving the public in efforts to complete tasks will be difficult having limited volunteers.

### 4.2 BMP Progress

PI – 1 The website has the annual report posted as well as the TMDL Plan. Information provided is in English and Spanish.

PI – 2 There needs to be a list of topics that are presented to City Council to educate them on the simple ways they can engage their constituents to best TMDL practices.

PI – 3 Public Works staff began placing the catch basin markers on main streets like Ferry and will continue to place markers throughout the city.

## Section 5 – Illicit Discharge, Detection, and Elimination

### 5.1 Overview

The full implementation of this measure will take a few years to accomplish due to staff changes and retraining. However, there has been progress in this measure jump start the establishment of a program for detecting, reporting, and eliminating any illicit discharge.

### 5.2 BMP Progress

ID – 1 The city now has GIS maps available online through Urban Form. The next goal will be to include stormwater conveyance system. Research is required to find the financial and time requirements of achieving this goal.

ID – 2 The City is using GoGov to take complaints from residents on any illegal discharge or concerns. There was one report this year. Staff reviewed and identified that there wasn't an issue.

ID – 3 There was no progress on this BMP. The City Manager will research ordinances from other cities. The City Council will have to approve the policy after research is presented in a work session.

ID – 4 There was no progress on this on this BMP. The City Manager will research. The trained staff mentioned in the last report has left the City.

ID – 5 Currently there is no progress on this BMP. Staff were referred to other cities response plans for reference.

ID – 6 Staff receive an annual TMDL training. This was free introductory training for staff from a TMDL consultant. The City requires more training resources available online or free to cities.

## Section 6 – Construction Site Runoff

### 6.1 Overview

There was progress in creating a record keeping system and in the development of a resource guide. The Code Enforcement/Building Permit Specialist obtained his CESCL certification, as a key staff that would

have direct contact with builders this will be a great connection between the City and Builders. It was identified that the requirements for construction site runoff are identified by the City Engineer and City Planner and made available to builders.

### 6.2 BMP Progress

CS – 1 The Building Permit Specialist has specialized in the requirements for a 1200-C permit and will be responsible for contacting developers and builders on the requirements when there is construction. With building applications being online there will be recordkeeping of the notification sent to developers.

CS – 2 The City Recorder completed an initial draft of the Erosion Control Guide using DEQ and ODOT manuals as reference.

CS – 3 The progress of this task is subject to the same procedure as ID-3. Research has not begun on this task.

CS – 4 The progress of this task is subject to the same procedure as ID-3. Research has not begun on this task.

CS – 5 GoGov will be the source of information to create reports based on the pre-applications and building permit processing. This was an active year for pre-applications we had a total of 4 that could potentially go to building status. In pre-applications the City Engineer does note any notable requirements with the city stormwater or erosion control references in the Public Works Design Standards. With GoGov we were able to track a total of 80 building permits.

CS – 6 The Building Permit Specialist obtained his CESCL Certification in March 2024. The Public Works Supervisor also completed his CESCL Certification in October of 2023. The City plans to add another Public Works member to the list of CESCL Certified staff in 2026.

## Section 7 – Post-Construction Runoff Control

### 7.1 Overview

Progress in this section will take longer than the other BMP to accomplish as there are retraining efforts to be accomplished before steps can be taken to progress.

### 7.2 BMP Progress

PC – 1 The Public Works Design Standards are updated yearly, and they contain onsite management of stormwater.

PC – 2 No progress on this BMP. This BMP has a set goal date of 2030.

PC – 3 All staff will need training; budget constraints will delay this goal.

PC – 4 No progress to report. This BMP requires a plan and budget.

## Section 8 – Good Housekeeping in Municipal Operations

### 8.1 Overview

The City has continued to progress with this control measure and looks forward to continuing the work that is being done.

### 8.2 BMP Progress

GH – 1 The City Recorder obtained the draft version of the Good Housekeeping Manual from the consultant and personalized it to City of Dayton. The appropriate inspection schedules and recordkeeping documents will be worked on in the following year.

GH – 2 The City staff continues to conduct the street sweeping program with scheduled sweeping on the 1st and 3rd weeks of the month.

GH – 3 The City does have a mapped-out catch basin cleaning schedule and it was noted in the Ferry Street News for residents to be aware of the cleaning.

GH – 4 The boat ramp is owned by the County. Appraisals were completed, but no decision has been made on transferring or purchasing the boat ramp. The city cannot make improvements on a property it does not own.

## Section 9 – Public Education Evaluation

The WQMP states that "the DMA must assess their progress toward implementation the program (Public Education), including a qualitative evaluation of at least one education and outreach activity corresponding to the reporting timeframe for the associated TMDL Annual report." This portion of the report includes the required evaluation

As documented in Section 3 of this annual report, the City has continued to do an excellent job of providing educational materials to the public, elected officials, and students. Staff used the website, the Ferry Street News, and local events disseminate educational materials in both English and Spanish.

The City continued the 3rd grade presentation this year at the Dayton Grade School. The City will have to work on resource materials for the other target audiences such as businesses, landscapers, and developers/builders/engineers.

The Library Director has done an outstanding job updating and creating new and appealing social media posts to educate the public. She has created a portfolio of posts that will be used and updated, as necessary.

## Section 10 – Program Monitoring/Adaptive management

### 10.1 Monitoring

This portion of the annual review covers required performance monitoring for the City of Dayton TMDL Program implementation. As mentioned in Section 2 the City needs more free resources for training as the budget doesn't allow for other training. With training and a better understanding of the TMDL Plan the team will be able to accomplish more BMP's and work towards the larger BMP's.

The City has a working recordkeeping system that tracks building permits and land use applications. Allowing the City to keep track of construction projects and make sure TMDL guidelines are followed.

Without training or fundamental understanding of the program staff may have missed some marks and gone in other directions trying to meet BMPs especially in the ones requiring all staff trainings. As you will see in Appendix B the training courses for staff were videos. The Public Works Supervisor did reach out to CWT Academy for more information and a video to kick off proper staff training.

**Public Education**

The City continued with quality education to the public. This year continued the connection between the school and the City to teach third grade students about TMDL with "Tommy the Trout"

**Public Involvement**

City Staff has kept the TMDL web page up to date and posted on social media new TMDL materials for the public. City Staff attended city events and school district events and provided more information flyers to the residents. City Council is still pending training on TMDL. Small cities don't usually have a large volunteer base to recruit from; the catch basin markers were placed by public works staff instead.

**Illicit Discharge**

A stormwater program needs to be established and there are plans to add a stormwater fee to start this program. The City did make progress establishing an online mechanism for reporting, which is a good direction in accomplishing this goal within the 5-year period established in 2022.

**Construction Site Run-off**

The City now has building permits and pre-applications online for recordkeeping. There have been several pre-applications this year, none of which have resulted in actual development, but the online process is working. All building permits require all applicants to review a checklist of what they need to know before disturbing the soil and must agree to follow the guidelines. There is a brochure with a checklist for developers/builders/landscapers available on the TMDL web page and on the building permit web page.

**Post-Construction Run-off**

The Public Works Design Standards are all up to date on DEQ requirements, and they are updated annually. A final punch list and walk-through is scheduled for every project to make sure all requirements are met for post- construction.

**Good Housekeeping**

The City has good Housekeeping programs focused on discharge from City managed activities. The boat ramp is out of the City's jurisdiction; however, the utility bridge that is on the same river is maintained by the City to keep with water quality BMPs. The street sweeping program continued as scheduled this year for the most part. The sweeper broke down a couple of times this year, taking it out of commission for repair and therefore there wasn't any street sweeping for a month. Due to this situation, there was a conversation on the cost of repairs and maintenance versus contracting the sweeping to a third company. More analysis will be needed before the determination is made.

### 10.2 Adaptive Management

The team consists of City Manager, City Recorder, Public Works Supervisor, Code Enforcement Officer/Permit Specialist, and the Tourism and Economic Development Director. Although there weren't any team meetings this year everyone continued working on the BMPs that they had identified the prior year as goals that they could accomplish. These goals are continuous and don't require additional funding and are part of the team's tasks.

## Section 11 – Closing Statement

There is still work to be done, especially with annual training of staff and the City Council. Taking a step back on meetings is primarily due not to being able to start any new projects to meet some of the goals that require budget commitment with outside trainers, updating GIS maps to include stormwater, and preparing ordinances that require paid attorney services.

City staff recognizes that there is a lot of work to be done to complete the core BMPs that will establish a proper program that will be 24/7. This year allowed us to see how we had already integrated some of the BMPs into our jobs and tasks. As the staff learn more about TMDL as a team and understand the Dayton TMDL Plan, the City will be able to place the building blocks for the more complex BMPs and manage a program with proper recordkeeping, reporting and accountability.

# BMP Progress List 2024/2025

| BMP | Description | BMP Completed 24/25 Y/N |
|---|---|---|
| **PE-1** | Develop a resource portfolio of outreach messages for the identified target audience.<br>Information was updated on brochures, handouts, and more social media posts were added. Spanish translations were made. | **Yes** |
| **PE-2** | Maintain a website to post the most current TMDL information.<br>Continued to update information as necessary on the City website page for TMDL. | **Yes** |
| **PE-3** | Provide educational opportunities and material to students.<br>The Dayton City Staff made a TMDL educational presentation to the Dayton Grads School 3rd grade class. | **Yes** |
| **PE-4** | Print brochures for City Hall and Library.<br>There are updated brochures printed available in the City Hall Lobby. | **Yes** |
| **PE-5** | Use local festivals and events to promote water quality minded activities.<br>The City Wide Clean up event and School resource fair. | **Yes** |
| **PE-6** | Maintain and stock pet waste stations.<br>Pet waste stations were regularly serviced to restock pet waste stations with bags. | **Yes** |
| | | |
| **PI-1** | Utilize the website to give the public an opportunity to design the TMDL Plan. The City maintains a website with a page dedicated to TMDL with updated information. | **Yes** |
| **PI-2** | Present educational materials to City Council and have a list of topics. | **No** |
| **PI-3** | Install catch basin markers. | **Yes** |
| | | |
| **ID-1** | Develop a GIS map of the City's stormwater conveyance system | **Progress** |
| **ID-2** | Develop a mechanism to take citizen reports and respond | **Yes** |
| **ID-3** | Develop, implement and enforce a program to detect and eliminate illegal discharges in the storm water system | **No** |
| **ID-4** | Evaluate prohibited and allowed discharges to determine what applies to Dayton | **No** |
| **ID-5** | Develop and enforcement response plan (see CS and PC) | **Progress** |
| **ID-6** | Annual employee training. (all staff) | **Progress** |
| | | |
| **CS-1** | Familiarize key staff with the 1200-C program. Provide notice to developers when a 1200-C permit is needed and notice DEQ. | **Yes** |
| **CS-2** | Develop a guidance manual and resource guide | **Yes** |
| **CS-3** | Develop a city erosion control management program including regulatory ordinance | **No** |
| **CS-4** | Develop an enforcement (see ID and PC) response plan | **No** |
| **CS-5** | Recordkeeping | **Yes** |
| **CS-6** | Building/Planning/Public Works Staff training | **Yes** |
| | | |

| | | |
|---|---|---|
| **PC-1** | Update design standards to require onsite management of stormwater consistent with DEQ requirements | **Yes** |
| **PC-2** | Develop and implement a long-term maintenance program for Post Construction facilities | **Yes** |
| **PC-3** | Staff training (all) | **Yes/No** |
| **PC-4** | Ditch rehabilitation. Install infiltration type facilities in selected facilities | **No** |
| | | |
| **GH-1** | Develop a Good Housekeeping Manual | **Yes** |
| **GH-2** | Develop or continue to implement a street sweeping program | **Yes** |
| **GH-3** | Develop a catch basin cleaning program and implement | **Yes** |
| **GH-4** | Reach an agreement with Yamhill County about management of Boat Ramp | **No** |

| City of Dayton<br>TMDL IMPLEMENTATION PLAN MATRIX<br>Report Year 3- November 1,2024 – October 31,2025 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **POLLUTANT: Mercury** | | | | | | | | |
| **MCM #1 Public Outreach** | | | | | | | | |
| **BMP#** | **Source**<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | **Strategy**<br>*What will be done to control or reduce pollutant from source?* | **How**<br>*Specifically, how will this be done?* | **Fiscal Considerations**<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | **Measure**<br>*How will successful implementation or completion be measured?* | **Timing**<br>*When will the strategy be completed?* | **Milestone**<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | **Status** |
| PE-1 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Develop a portfolio of educational messages for target audiences. | To be used over the 5-yr term for website, social media, etc. | Minimal fiscal impact | Complete the BMP and keep material utilized. Report to DEQ. | Continuous | Keep copies of materials and report to DEQ. Add new materials as information updates. | Added new materials to the portfolio based on events and season. |
| PE-2 | Runoff from soil disturbance and direct discharge to waterway from riparian area. | Maintain a website to post the most current TMDL information. | Utilize materials developed for the portfolio. | Minimal fiscal impact | Maintain a list of what is on the website regarding this BMP including dates | Continuous | Keep material posted to the website throughout the implementation term | Ongoing. |
| PE-3 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Provide educational opportunities and material to students | Classroom or field presentations | Small fund for incentive items or fees | Number of students, speaker, topic and date | Occurs each year starting in 2024/2025 | Continue the intro to TMDL topic for all 3rd grade classes at Dayton Grade School. | Presented to the 2025 3rd grade class. Video on our website. |
| PE-4 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Print brochures for City Hall and Library | Utilize material developed from education portfolio PE-2 | Small cost for printing | Report on what material is used annually | Occurs each year starting in 2022/23 | Restock and change messages. Continue to make us of spring Clean-up event. | Brochures continue in city hall and library. Updated info graphics in the lobby tv. |
| PE-5 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Use local festival and events to promote water quality minded activities | Have a booth or station with promotional items. | Small cost for promotional items | Report on outreach and educational efforts to DEQ annually | Occurs each year starting 2023/2024 | Continue to use City events to hand out brochures and promotional materials at a booth or check-in at the City Wide Clean-up. | Updated info flyer for the City-Wide clean up. Handed out dog poop bags with TMDL website. |

| BMP# | Source<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | Strategy<br>*What will be done to control or reduce pollutant from source?* | How<br>*Specifically, how will this be done?* | Fiscal Considerations<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | Measure<br>*How will successful implementation or completion be measured?* | Timing<br>*When will the strategy be completed?* | Milestone<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | Status |
|---|---|---|---|---|---|---|---|---|
| PE-6 | (Bacteria) | Maintain and stock pet waste stations | Develop a re-stocking schedule | Cost of pet waste bags in existing budget | Continue to stock pet waste stations | Occurs each year starting in 2022/23 | Continued re-stocking of pet waste bags at all the parks. | Ongoing. City staff stocks and maintains pet waste stations regularly. |
| MCM #2 Public Involvement | | | | | | | | |
| PI-1 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Utilize the website to give the public an opportunity to design the TMDL Plan | Post the TMDL Plan on the City website | Minimal fiscal impact | Keep the plan and annual reports on the website | Commence in 2022. Updated annually. | Posted the plan in 2022 and posted plan reports submitted to DEQ annually. | Ongoing completion. The TMDL Plan is posted to the City website and is updated as necessary. |
| PI-2 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Educate City Council | Presentation | Staff time | Track dates, questions, and topics | Occurs each year starting in 2022/2023 | Develop topic list for City Council - to be reviewed and adjusted as needed | Develop the list. |
| PI-3 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Install catch basin markers | Around the central park and the main portion of town | Minimal cost for medallions | Track installation date and number of markers | 2024/2025 | Report on activity in yearly progress report | Progress. Markers have been installed in some areas. |
| **MCM #3 Illicit Discharge and Detection** | | | | | | | | |
| ID-1 | Discharge to storm system and local waterways | Develop a map of the stormwater conveyance system | Consider using the COG to develop a GIS database | Consultant? Budgetary constraint. Grant? | Determine how the work will be accomplished in 2024/2025 | 2025/2026 | Document annual progress. Involve the City Engineer to develop a plan on how to create a GIS database of the stormwater conveyance system. Determine the budgetary need to accomplish this work. | Urban form is the GIS program. Currently it does not include stormwater conveyance system. Will need to inquire about budgetary needs. |

| BMP# | Source<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | Strategy<br>*What will be done to control or reduce pollutant from source?* | How<br>*Specifically, how will this be done?* | Fiscal Considerations<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | Measure<br>*How will successful implementation or completion be measured?* | Timing<br>*When will the strategy be completed?* | Milestone<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | Status |
|---|---|---|---|---|---|---|---|---|
| ID-2 | Discharge to storm system and local waterways | Develop a mechanism to take citizen reports and respond | Post a phone number on the website | Staff time | Document progress | To occur each year starting in 2023/2024 | Document progress and findings from calls in each annual report. Quarterly reports of complaints. | The city has a complaint system online. The only complaint to date bypassed city reporting. |
| ID-3 | Discharge to storm system and local waterways | Develop, implement, and enforce a program to detect and eliminate illegal discharges into the stormwater system | Develop an ordinance that prohibits illegal discharges | Staff time | Document progress | Complete draft Ordinance by 2027 | Explore Ordinances from other cities. Discuss with City Council at a work session. | CM will work with CA |
| ID-4 | Discharge to storm system and local waterways | Evaluate prohibited and allowed discharges to determine what applies to Dayton | For allowed non-stormwater discharges, develop operation activities to reduce potential water quality issues | Staff time | Evaluate activities to determine if activities need to be adjusted | 2023/2024 | Document annual progress | For research. |
| ID-5 | Discharge to storm system and local waterways | Develop and enforcement response plan (see CS and PC) | Develop an integrated response plan | Staff time | Develop the escalating enforcement response plan | Completed by 2028 | Develop the escalating enforcement response plan. Explore other cities response. | For research. |
| ID-6 | Discharge to storm system and local waterways | Annual employee training | Utilize guest speakers, knowledgeable staff, etc. | Training budget/staff time | Document topics, dates, and attendees | To occur annually starting in 2022/2023 | Stormwater training for all city staff. Either by other staff or with guest speakers. | Contacted with TMDL agency for online training. Other training is budget dependent. |

| BMP# | Source<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | Strategy<br>*What will be done to control or reduce pollutant from source?* | How<br>*Specifically, how will this be done?* | Fiscal Considerations<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | Measure<br>*How will successful implementation or completion be measured?* | Timing<br>*When will the strategy be completed?* | Milestone<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | Status |
|---|---|---|---|---|---|---|---|---|
| **MCM #4 Construction Site Runoff** | | | | | | | | |
| CS-1 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Familiarize key staff with the 1200-C program. Provide notice to developers when a 1200-C permit is needed and notice DEQ | Utilize material and knowledge from other municipalities, attend regional training, etc. | Staff time | Document activities and progress in annual report | 2024/2025 | Keep key staff familiar with 1200-C. Keep track of the notice sent to developers when this permit is required. | Part of the building permitting process. |
| CS-2 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Develop a guided manual and resource guide | The manual is to be utilized by staff to provide erosion control basics before full implementation of the control measure | Budget for consulting services | Document progress to DEQ. Distribute completed manual | 2024/2025 | Complete Erosion Control Guide. Create a pocket size guide to distribute. | Needs review and input from staff on how to make a pocket size guide. |
| CS-3 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Develop a city erosion control management program including regulatory ordinance | Develop an ordinance and program that is consistent with the 1200-CN | Staff time | Document annual progress in yearly report | Complete Ordinance by 2028 | Develop Code and an Ordinance with City Attorney. | We need more staff training and research other city ordinances before this begins. |
| CS-4 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Develop an enforcement (see ID and PC) response plan | Develop an integrated response plan | Staff time | Develop the escalating enforcement response plan | Complete in 2029 | Develop Code and an Ordinance with City Attorney | CM will work with CA |

| BMP# | Source<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | Strategy<br>*What will be done to control or reduce pollutant from source?* | How<br>*Specifically, how will this be done?* | Fiscal Considerations<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | Measure<br>*How will successful implementation or completion be measured?* | Timing<br>*When will the strategy be completed?* | Milestone<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | Status |
|---|---|---|---|---|---|---|---|---|
| CS-5 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Recordkeeping | Utilize a database for pending, open, and closed projects | Staff time | Include finding s and progress in annual report. | Commence in 2022/2023 | Develop the recordkeeping process and implement. Quarterly reports of projects open pending and closed. | GoGov permitting and pre-app request this year. 4 pre-apps and 80 building permits. |
| CS-6 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Building/Planning/ Public Works Staff training | CESCL for lead inspector and certification and annual training | Staff time | Document annual training including date, topic, and # of employees | Commence in 2022/2023 | Document annual training on CESCL for specific staff | We have two staff members that are CESCL certified. |
| **MCM #5 Post-Construction Runoff Control in New and Re-development** | | | | | | | | |
| PC-1 | Runoff from soil disturbance and impervious surfaces | Update design standards to require onsite management of stormwater consistent with DEQ requirements | Use DEQ regulations to set standards. Utilize other agency material | Utilize an engineering firm | Maintain records of activities associated with this BMP | Complete no later than 2031 | Revise Public Works Design standard for any existing regulations or work with City Engineer to add DEQ storm water requirements. | PWDS are updated each year, and the City Engineer is up to date on all DEQ requirements. |
| PC-2 | Runoff from soil disturbance and impervious surfaces | Develop and implement a long-term maintenance program for Post Construction facilities | Utilize other agencies resources, if possible, such as CWS | Staff time | Develop the maintenance program | Complete no later than 2030 | Develop the maintenance program draft. | No Progress on this BMP |
| PC-3 | Runoff from soil disturbance and impervious surfaces | Staff training (all) | Training will occur annually to enhance knowledge | Training budget | Document training dates and topics | Annual training | Training commences in 2023/24. Create a list of topics for post-construction runoff control. | Contacted with TMDL agency for online training. Other training is budget dependent. |

| BMP# | Source<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | Strategy<br>*What will be done to control or reduce pollutant from source?* | How<br>*Specifically, how will this be done?* | Fiscal Considerations<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | Measure<br>*How will successful implementation or completion be measured?* | Timing<br>*When will the strategy be completed?* | Milestone<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | Status |
|---|---|---|---|---|---|---|---|---|
| PC-4 | Apply LID in existing features | Ditch rehabilitation. Install infiltration type facilities in selected facilities | Retrofit selected portions of ditch system to encourage infiltration and treatment | Cost for supplies such as plants, soil amendments, etc. | Complete inventory and select appropriate sites. Complete 1 project | 2026/2027 | Document annual activities. Prepare a list of all existing ditches that need rehabilitation. | No progress on this BMP |
| **MCM #6 Good Housekeeping in Municipal Operations** | | | | | | | | |
| GH-1 | Discharge from City managed activities | Develop a Good Housekeeping Manual | Review and revise the manual every 5 years | Staff time | Complete manual | 2025/2026 | Draft manual to be revised by staff, educated and distributed. | Needs final review. |
| GH-2 | Discharge from City managed activities | Develop or continue to implement a street sweeping program | Develop a process and implement | Staff time - City owns a street sweeper | Scheduled street sweeping. | Continuous | Street sweeping is completed twice a month. | Ongoing with schedule. |
| GH-3 | Discharge from City managed activities | Develop a catch basin cleaning program and implement | Develop a process and implement | Staff time | The goal will be to clean 50% of catch basins annually. | 2024/2025 | Describe process in yearly report. Produce a map or schedule of basin cleaning for publication. | Annual cleaning continued based on the map. |
| GH-4 | Discharge from City owned property | Reach an agreement with Yamhill County about management of Boat Ramp | City Council authorized city staff to begin negotiations. | Staff time | Develop an agreement that the area will be maintained with water quality BMPs | 2024/2025 | Reach a final decision on either purchase, transfer or maintenance of the boat ramp area in Dayton landing. | No decision made. This property is out of City jurisdiction. |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Other Regulatory Requirements** | | | | | | | | |
| | | Annual Report | | City Recorder | Submit to DEQ by 2025 due date. (Dec.1st) | 2024/2025 | Update the Annual Report | |
| | | Public Outreach Assessment and Evaluation | | City Recorder | Submit to DEQ by 2025 due date | 2024/2025 | Staff evaluation | |
| | | Program Evaluation | This is performance monitoring | Team | Submit to DEQ by 2025 due date | 2024/2025 | Staff evaluation | |
| | | 5th Year Evaluation | You will receive instructions from DEQ | Staff time | | 2027 | Review and correlate all records from the 5-year term. | |

| City of Dayton<br>TMDL IMPLEMENTATION PLAN MATRIX<br>Report Year 4- November 1,2025 – October 31,2026 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **POLLUTANT: Mercury** | | | | | | | | |
| **MCM #1 Public Outreach** | | | | | | | | |
| **BMP#** | **Source**<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | **Strategy**<br>*What will be done to control or reduce pollutant from source?* | **How**<br>*Specifically, how will this be done?* | **Fiscal Considerations**<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | **Measure**<br>*How will successful implementation or completion be measured?* | **Timing**<br>*When will the strategy be completed?* | **Milestone**<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | **Status** |
| PE-1 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Develop a portfolio of educational messages for target audiences. | To be used over the 5-yr term for website, social media, etc. | Minimal fiscal impact | Complete the BMP and keep material utilized. Report to DEQ. | Continuous | Keep copies of materials and report to DEQ. Add new materials as information updates. | |
| PE-2 | Runoff from soil disturbance and direct discharge to waterway from riparian area. | Maintain a website to post the most current TMDL information. | Utilize materials developed for the portfolio. | Minimal fiscal impact | Maintain a list of what is on the website regarding this BMP including dates | Occurs each year starting in 2022/23 | Keep material posted to the website throughout the implementation term | |
| PE-3 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Provide educational opportunities and material to students | Classroom or field presentations | Small fund for incentive items or fees | Number of students, speaker, topic and date | Occurs each year starting in 2024/2025 | Continue the intro to TMDL topic for all 3rd grade classes at Dayton Grade School. | |
| PE-4 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Print brochures for City Hall and Library | Utilize material developed from education portfolio PE-2 | Small cost for printing | Report on what material is used annually | Occurs each year starting in 2022/23 | Restock and change messages. Continue to make us of spring Clean-up event. | |
| PE-5 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Use local festival and events to promote water quality minded activities | Have a booth or station with promotional items. | Small cost for promotional items | Report on outreach and educational efforts to DEQ annually | Occurs each year starting 2023/2024 | Continue to use City events to hand out brochures and promotional materials at a booth or check-in at the City Wide Clean-up. | |

| BMP# | Source<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | Strategy<br>*What will be done to control or reduce pollutant from source?* | How<br>*Specifically, how will this be done?* | Fiscal Considerations<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | Measure<br>*How will successful implementation or completion be measured?* | Timing<br>*When will the strategy be completed?* | Milestone<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | Status |
|---|---|---|---|---|---|---|---|---|
| PE-6 | (Bacteria) | Maintain and stock pet waste stations | Develop a re-stocking schedule | Cost of pet waste bags in existing budget | Continue to stock pet waste stations | Occurs each year starting in 2022/23 | Continued re-stocking of pet waste bags at all the parks. | |
| MCM #2 Public Involvement | | | | | | | | |
| PI-1 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Utilize the website to give the public an opportunity to design the TMDL Plan | Post the TMDL Plan on the City website | Minimal fiscal impact | Keep the plan and annual reports on the website | Commence in 2022. Updated annually. | Posted the plan in 2022 and post plan reports submitted to DEQ annually. | |
| PI-2 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Educate City Council | Presentation | Staff time | Track dates, questions, and topics | Occurs each year starting in 2022/2023 | Develop topic list for City Council - to be reviewed and adjusted as needed | |
| PI-3 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Install catch basin markers | Around the central park and the main portion of town | Minimal cost for medallions | Track installation date and number of markers | 2024/2025 | Report on activity in yearly progress report | |
| **MCM #3 Illicit Discharge and Detection** | | | | | | | | |
| ID-1 | Discharge to storm system and local waterways | Develop a map of the stormwater conveyance system | Consider using the COG to develop a GIS database | Consultant? Budgetary constraint. Grant? | Determine how the work will be accomplished in 2024/2025 | 2025/2026 | Document annual progress. Involve the City Engineer to develop a plan on how to create a GIS database of the stormwater conveyance system. Determine the budgetary need to accomplish this work. | |

| BMP# | Source<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | Strategy<br>*What will be done to control or reduce pollutant from source?* | How<br>*Specifically, how will this be done?* | Fiscal Considerations<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | Measure<br>*How will successful implementation or completion be measured?* | Timing<br>*When will the strategy be completed?* | Milestone<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | Status |
|---|---|---|---|---|---|---|---|---|
| ID-2 | Discharge to storm system and local waterways | Develop a mechanism to take citizen reports and respond | Post a phone number on the website | Staff time | Document progress | To occur each year starting in 2023/2024 | Document progress and findings from calls in each annual report. Quarterly reports of complaints. | |
| ID-3 | Discharge to storm system and local waterways | Develop, implement, and enforce a program to detect and eliminate illegal discharges into the stormwater system | Develop an ordinance that prohibits illegal discharges | Staff time | Document progress | Complete draft Ordinance by 2027 | Explore Ordinances from other cities. Discuss with City Council at a work session. | |
| ID-4 | Discharge to storm system and local waterways | Evaluate prohibited and allowed discharges to determine what applies to Dayton | For allowed non-stormwater discharges, develop operation activities to reduce potential water quality issues | Staff time | Evaluate activities to determine if activities need to be adjusted | 2023/2024 | Document annual progress | |
| ID-5 | Discharge to storm system and local waterways | Develop and enforcement response plan (see CS and PC) | Develop an integrated response plan | Staff time | Develop the escalating enforcement response plan | Completed by 2028 | Develop the escalating enforcement response plan. Explore other cities response. | |
| ID-6 | Discharge to storm system and local waterways | Annual employee training | Utilize guest speakers, knowledgeable staff, etc. | Training budget/staff time | Document topics, dates, and attendees | To occur annually starting in 2022/2023 | Stormwater training to all city staff. Either by other staff or with guest speakers. | |

| BMP# | Source<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | Strategy<br>*What will be done to control or reduce pollutant from source?* | How<br>*Specifically, how will this be done?* | Fiscal Considerations<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | Measure<br>*How will successful implementation or completion be measured?* | Timing<br>*When will the strategy be completed?* | Milestone<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | Status |
|---|---|---|---|---|---|---|---|---|
| **MCM #4 Construction Site Runoff** | | | | | | | | |
| CS-1 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Familiarize key staff with the 1200-C program. Provide notice to developers when a 1200-C permit is needed and notice DEQ | Utilize material and knowledge from other municipalities, attend regional training, etc. | Staff time | Document activities and progress in annual report | 2024/2025 | Keep key staff familiarized with 1200-C. Keep track of the notice sent to developers when this permit is required. | |
| CS-2 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Develop a guidance manual and resource guide | The manual is to be utilized by staff to provide erosion control basics before full implementation of the control measure | Budget for consulting services | Document progress to DEQ. Distribute completed manual | 2024/2025 | Complete Erosion Control Guide guide draft to be complete. Create a pocket size guide to distribute. | |
| CS-3 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Develop a city erosion control management program including regulatory ordinance | Develop an ordinance and program that is consistent with the 1200-CN | Staff time | Document annual progress in yearly report | Complete Ordinance by 2028 | Develop Code and an Ordinance with City Attorney. | |
| CS-4 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Develop an enforcement (see ID and PC) response plan | Develop an integrated response plan | Staff time | Develop the escalating enforcement response plan | Complete in 2029 | Develop Code and an Ordinance with City Attorney | |

| BMP# | Source<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | Strategy<br>*What will be done to control or reduce pollutant from source?* | How<br>*Specifically, how will this be done?* | Fiscal Considerations<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | Measure<br>*How will successful implementation or completion be measured?* | Timing<br>*When will the strategy be completed?* | Milestone<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | Status |
|---|---|---|---|---|---|---|---|---|
| CS-5 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Recordkeeping | Utilize a database for pending, open, and closed projects | Staff time | Include finding s and progress in annual report. | Commence in 2022/2023 | Develop the recordkeeping process and implement. Quarterly reports of projects open pending and closed. | |
| CS-6 | Runoff from soil disturbance and direct discharge to waterway from riparian area | Building/Planning/ Public Works Staff training | CESCL for lead inspector and certification and annual training | Staff time | Document annual training including date, topic, and # of employees | Commence in 2022/2023 | Document annual training on CESCL for specific staff | |
| **MCM #5 Post-Construction Runoff Control in New and Re-development** | | | | | | | | |
| PC-1 | Runoff from soil disturbance and impervious surfaces | Update design standards to require onsite management of stormwater consistent with DEQ requirements | Use DEQ regulations to set standards. Utilize other agency material | Utilize an engineering firm | Maintain records of activities associated with this BMP | Complete no later than 2031 | Revise Public Works Design standard for any existing regulations, or work with City Engineer to add DEQ storm water requirements. | |
| PC-2 | Runoff from soil disturbance and impervious surfaces | Develop and implement a long-term maintenance program for Post Construction facilities | Utilize other agencies resources if possible, such as CWS | Staff time | Develop the maintenance program | Complete no later than 2030 | Develop the maintenance program draft. | |
| PC-3 | Runoff from soil disturbance and impervious surfaces | Staff training (all) | Training will occur annually to enhance knowledge | Training budget | Document training dates and topics | Annual training | Training to commence in 2023/24. Create a list of topics for post-construction runoff control. | |

| BMP# | Source<br>*What source is being addressed? (ex. runoff from construction sites, riparian condition)* | Strategy<br>*What will be done to control or reduce pollutant from source?* | How<br>*Specifically, how will this be done?* | Fiscal Considerations<br>*How is the BMP funded? (ex. In the 2023 budget, grant, etc.)* | Measure<br>*How will successful implementation or completion be measured?* | Timing<br>*When will the strategy be completed?* | Milestone<br>*What intermediate goals will be achieved and by when to know what progress is being made?* | Status |
|---|---|---|---|---|---|---|---|---|
| PC-4 | Apply LID in existing features | Ditch rehabilitation. Install infiltration type facilities in selected facilities | Retrofit selected portions of ditch system to encourage infiltration and treatment | Cost for supplies such as plants, soil amendments, etc. | Complete inventory and select appropriate sites. Complete 1 project | 2026/2027 | Document annual activities. Prepare a list of all existing ditches that need rehabilitation. | |
| **MCM #6 Good Housekeeping in Municipal Operations** | | | | | | | | |
| GH-1 | Discharge from City managed activities | Develop a Good Housekeeping Manual | Review and revise the manual every 5 years | Staff time | Complete manual | 2024/2025 | Draft manual to be revised y staff, educated and distributed. | |
| GH-2 | Discharge from City managed activities | Develop or continue to implement a street sweeping program | Develop a process and implement | Staff time - City owns a street sweeper | Scheduled street sweeping. | Continuous | Street sweeping is completed twice a month. | |
| GH-3 | Discharge from City managed activities | Develop a catch basin cleaning program and implement | Develop a process and implement | Staff time | The goal will be to clean 50% of catch basins annually. | 2024/2025 | Describe process in yearly report. Produce a map or schedule of basin cleaning for publication. | |
| GH-4 | Discharge from City owned property | Reach an agreement with Yamhill County about management of Boat Ramp | City Council authorized city staff to begin negotiations. | Staff time | Develop an agreement that the area will be maintained with water quality BMPs | 2024/2025 | Reach a final decision on either purchase, transfer or maintenance of the boat ramp area in Dayton landing.<br>. | . |

| **Other Regulatory Requirements** | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Annual Report | | City Recorder | Submit to DEQ by 2025 due date. (Dec.1st) | 2024/2025 | Update the Annual Report | |
| | | Public Outreach Assessment and Evaluation | | City Recorder | Submit to DEQ by 2025 due date | 2024/2025 | Staff evaluation | |
| | | Program Evaluation | This is performance monitoring | Team | Submit to DEQ by 2025 due date | 2024/2025 | Staff evaluation | |
| | | 5th Year Evaluation | You will receive instructions from DEQ | Staff time | | 2027 | Review and correlate all records from the 5-year term. | |

**To:** Honorable Mayor and City Councilors

**From:** Rocio Vargas, City Recorder

**Through:** Jeremy Caudle, City Manager

**Issue:** Local Option Levy Update

**Date:** April 6, 2026

**Background and Information:**

| Fall 2025 (September - December) | Status | Date |
|---|---|---|
| Develop initial informational materials including FAQs, a "levy at a glance" fact sheet, and a dedicated levy webpage. | Complete | 11/17/2025 |
| Use October 20, 2025, Council work session to review levy history, financial impacts, and renewal timeline. | Complete | 10/20/2025 |
| In November begin stakeholder outreach, meeting with service partners and community groups. | | |
| In December, prepare and distribute a "Year in Review" infographic highlighting what the levy has supported since 2022, to be published on the City's website, newsletter, and social media. | Complete | 11/17/2025 |
| **Winter - Spring 2026 (January - March)** | | |
| Launch the first community survey to gauge levy awareness, resident priorities, and perceptions of City services. | Launched | 12/1/2025 |
| Host at least one open house or town hall (in-person and virtual) to review levy background and gather input. | Complete | 2/11/2026 |
| Publish survey results on the City's website and prepare a summary report for Council. | Ferry Street News | 3/1/2026 |
| Provide a utility bill insert and newsletter feature in March explaining how levy funds are currently being used. | Lead time is 45 days. | |
| **Spring - Summer 2026 (April - July)** | | |
| Convene a roundtable with institutional stakeholders such as schools and business leaders to share perspectives. | | |
| Conduct a 2nd community survey in May focusing on levy understanding and potential renewal scenarios. | | |
| Host a 2nd round of neighborhood briefings and town halls in June. | | |
| By July, prepare an updated levy fact sheet showing "with levy" versus "without levy" service impacts, and bring this back to Council for a mid-year check-in. | | |

This early engagement phase will ensure residents understand what the levy supports and for Council to hear directly from the community about priorities before final ballot language is considered in August 2026.

**Next Steps:**

- City Attorney is working on the Resolution to submit to the registered voters for their approval to renew the Local Option Levy tax rate. This resolution will be presented to council in the May meeting.
- Councilor sign-up for utility bill insert newsletter:

| **Billing Month (delivered)** | **Deadline** | **Councilor** |
|---|---|---|
| June | April 9th | |
| July | May 11th | |
| August | June 9th | |
| September | July 11th | |
| October | August 11th | |

**City Manager Recommendation:** n/a

**Potential Motion:** n/a

**Council Options:** This item does not require a motion.

# Department Reports

| | |
|---|---|
| Department | Library |
| Month | April |
| Year | 2026 |

Follow up from last month:

In February the library checked out 250 items to patrons for first time use and renewed 257 items. Completed budget requests for library. Hosted bunny-themed wreath craft in the library. Coordinated purchsaes for CCRLS small libraries Blue Bin Project for the Summer Reading Program.

Activities this month:

Continue working on website updates. Continue work on the CLG grant project building out the back end of the tour app. Work on departmental budget requests. Worked with City Recorder and Scarlett Communications to ensure continuity of Discover Dayton and other T.E.D. related projects. First monthly T.E.D. meeting happening this month. Create and print labels for each partiicpaqting librries program. Complete reconciliation of "Blue Bin Program" purchases and invoice CCRLS. Assist with prepping for upcoming events including City-Wide Clean Up/Garage Sale and Cinco de Mayo.

Plan for upcoming month:

Continue work on our SRP Blue Bin kit which is called "Pollinator Power" and is about the importance of bees and plant growth. Develop additional program for Summer Reading Program. Participate in budget meetings. Help to coordinate class for students over the summer with PW and Deputy Twitchell about graphiti and vandalism. Finish work on tour app. Anticpating that work will begin on the facilities study.

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|---|---|
| Department | Library |
| Month | April |
| Year | 2026 |

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|---|---|---|
| Goal: | Goal D : Community Engagement, Communications, and Activities | Status: |
| Strategy: | D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement. | In-Progress |
| Title: | 2026 Local Option Levy | |
| Summary: | Updating webpage with call volume information from YCSO and moved email list sign ups to the top of the page. Adding/upadating information and redesigning as needed. | |

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| Goal: | Goal E : Organizational Excellence and Public Service Enhancement | Status: |
| Strategy: | E.1 Improve City policies, infrastructure, and services through strategic planning and implementation. | In-Progress |
| Title: | Safety of Library Staff | |
| Summary: | Rethink spaces as needed based on observations and interactions in the library to ensure the safety of library staff and patrons after all other staff relocated to the Annex. | |

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| Goal: | Goal E : Organizational Excellence and Public Service Enhancement | Status: |
| Strategy: | E.3 Maintain financial oversight and enhance record management practices and policies. | In-Progress |
| Title: | Employee Handbook Update | |
| Summary: | Continue reviewing handbook for final edits prior to review by BEH. | |

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| Goal: | Goal E : Organizational Excellence and Public Service Enhancement | Status: |
| Strategy: | E.3 Maintain financial oversight and enhance record management practices and policies. | Complete |
| Title: | Budget Preparation | |
| Summary: | Prepare budget narrative and requests for areas of responsibility in advance of budget season. | |

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| Goal: | Goal A : Infrastructure Resilience | Status: |
| Strategy: | D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement. | In-Progress |
| Title: | Water Town Hall | |
| Summary: | Prepare social media event, website news story and event page listing for Water Town Hall meeting. | |

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| Goal: | Goal D : Community Engagement, Communications, and Activities | Status: |
| Strategy: | D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement. | In-Progress |
| Title: | Library Monthly Newsletter | |
| Summary: | One-page general interest monthly library newsletter will be available in the library, City Hall, and in the red bin. | |

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| Department | Public Works |
| Month | March |
| Year | 2026 |

Follow up from last month:

Daily Rounds & Calibration, Weekly Department Head Meeting, Bi-Weekly Samples, Shutoffs/Turn ons, Wastewater discharging, Works Orders, Locates, Weekly Garbages, Fisher Farms Meetings, Hwy 221 Project, Public Safety Fee Meetings, IOR RFP, Facillities Project Selection, Removal of trees on Second to Oak St in right of way, Tree mitigation in CHSP, Water Leak Footbridge, Sink hole Investigation 5th&Oak, PRV Repair, Gravel Alley from Alder to Mill, Vandelism in CHSP bathrooms, Budget Kickoff.

Activities this month:

Daily Rounds & Calibration, Weekly Department Head Meeting, Bi-Weekly Samples, Shutoffs/Turn ons, Wastewater discharging, Works Orders, Locates, Weekly Garbages, Fisher Farms Meetings, Hwy 221 Project, Public Safety Fee Meetings, IOR RFP, Facillities Project Selection, Aerator Repair Project, Prepair PW Budget, Street Sweeping, Prep for City Wide Clean up, Prep for Cinco Parade, Assit with Fire Dept. Trainging, Water Leak on Church St, Mow Legion Field twice a week for JBO, Maintenance at Dog Park, Equipment repairs on Sweeper / mowers, Annual maint. at wells, Annual well depth report, Lafayette meeting about joint system, Annual Sewer Lift stations maint.

Plan for upcoming month:

Daily Rounds & Labs, Weekly Department Head Meeting, Public works weekly update meeting, Bi-Weekly Samples, Shut offs & Turn ons, Wastewater discharging, Work Orders, Locates, Weekly garbages, Street Sweeping, Hwy 221 Lift station Project, Fisher Farms Project, Work with Levy Team, Prep work for spring events, Finish annual maint. at wells & lift stations, Budget process.

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|---|---|
| Department | Public Works |
| Month | March |
| Year | 2026 |

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| Goal: | Goal A : Infrastructure Resilience | Status: |
| Strategy: | A.2 Maintain systematic maintenance and necessary replacement of key Dayton public facilities and infrastructure to ensure reliable service, staff efficiency, and compliance with regulatory requirements. | In-Progress |
| Title: | Vandelism CHSP Bathroom | |
| Summary: | Still finding graffiti in the women's bathroom at CHSP | |

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| Goal: | Goal A : Infrastructure Resilience | Status: |
| Strategy: | A.1 Evaluate and implement options for a high-quality, stable, and ongoing water supply and distribution system. | Complete |
| Title: | Water Leak Church St | |
| Summary: | Crew was notified of a water leak on Saturday the 21st. Public Works came in, confirmed complaint, Notified acting City Manager, Called the crew in, Repaired a total of 3 leaks within 5 feet of eachother. After 5 hours the repairs were verified and the crew went home. This line is on the list of replacement lines as budget allows. | |

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| Goal: | Goal E : Organizational Excellence and Public Service Enhancement | Status: |
| Strategy: | E.1 Improve City policies, infrastructure, and services through strategic planning and implementation. | In-Progress |
| Title: | Budget | |
| Summary: | Prepairing PW budget for new fiscal year. | |

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| Goal: | Goal E : Organizational Excellence and Public Service Enhancement | Status: |
| Strategy: | E.2 Foster and maintain a workforce and organizational culture that reflects the City’s commitment to excellence. | In-Progress |
| Title: | Faciilities Project | |
| Summary: | Participated in the selection interview process for the Facillities Project. | |

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| Goal: | Goal A : Infrastructure Resilience | Status: |

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|---|---|---|
| **Strategy:** | A.2 Maintain systematic maintenance and necessary replacement of key Dayton public facilities and infrastructure to ensure reliable service, staff efficiency, and compliance with regulatory requirements. | In-Progress |
| **Title:** | Aerator Repair @ Ponds | |
| **Summary:** | PW trenched 270 feet 3 feet deep to get aerator wiring under ground to assist with protecting the wires during mowing at ponds. Part of the project will have to be completed next fiscal year do to budget. | |

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|---|---|
| Department | Recorder |
| Month | April |
| Year | 2026 |

Follow up from last month:

Completed: Department budget request. Facilities RFQ review. Attended the CIS Conference. OSHA 300 &300A. Participated in employee annual review.

Activities this month:

Working on: Cinco Parade Application to ODOT in process.  TSP Plan updates to CH7 of the DMC. Budget Legal Notices to News Register. Updating Elections page online. City Wide Clean up prep. Updating small cities allotment grant and resubmitting. Elections trainging on April 1st and 15th.

Plan for upcoming month:

Will be working on: Budget Meetings. Paticipate in City Hall/Library facilites study. Support Councilor Teichroew in Cinco de mayo event. Coordinating City wide clean up. Ferry Street News quarter 2 issue.

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|---|---|
| Department | Recorder |
| Month | April |
| Year | 2026 |

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| Goal: | Goal C : Public Safety and Emergency Preparedness | Status: |
| Strategy: | C.1 Identify key public health and safety goals, and provide information, engagement opportunities, service funding options, and other necessary support. | Complete |
| Title: | TMDL Annual Report | |
| Summary: | Submitted the TMDL Annual report to DEQ as required. The report is under review by DEQ we will get a response to the report in a few months, with any recommendations or requirements that need to be met. Waiting on the results and comments from DEQ. We recived our letter with instructions for 2026. | |

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| Goal: | Goal D : Community Engagement, Communications, and Activities | Status: |
| Strategy: | D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement. | In-Progress |
| Title: | Local Option Levy | |
| Summary: | All inforgraphics, flyers and A-board signs are complete. All the infomartion is available on the website. The first town hal was held at the DHS commons. Coffee with the Council flyer is in the Ferry Street News. Will be participating in a training on elections. | |

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| Goal: | Goal A : Infrastructure Resilience | Status: |
| Strategy: | A.5 Monitor City planning and evaluation efforts to align infrastructure funding needs with available resources. | In-Progress |
| Title: | Processing Planning Fees | |
| Summary: | Invoice for the last quarter of planning and engineering services. Invoices were sent waiting on payments.  Research payment enforcement options and develop options to bring land use/planning fees to actual costs. | |

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|---|---|---|
| Goal: | Goal A : Infrastructure Resilience | Status: |
| Strategy: | A.4 Update, maintain, and secure funding as needed for core City planning documents, including but not limited to: Utility Master Plan, Transportation System Plan, Parks and Recreation Master Plan, and Pavement Preservation Plan. | Complete |
| Title: | Parks Master Plan | |
| Summary: | The Planning Commission held a public hearing on January 9, 2026, to obtain resident input on the parks master plan to be included in the Dayton Comprehensive plan. City Council public hearing on February 2, 2026 with first reading of ORD 669. The second reading of ORD 669 will complete the final step to adopting the new parks master plan. The final Parks and Rec Master plan is posted. | |

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| Goal: | Goal D : Community Engagement, Communications, and Activities | Status: |
| Strategy: | D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement. | In-Progress |

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|---|---|
| **Title:** | Elections Prep |
| **Summary:** | Start elections preparation. Prepare notice, calendar, city elections guide, and update webpage. |

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416 Ferry Street / PO Box 339, Dayton, Oregon 97114
503-864-2221
www.DaytonOregon.gov

**To:** Mayor Frank and City Council
**From:** City Manager Jeremy Caudle
**Re:** City Manager's report – 4/6/26 meeting
**Date:** 4/2/26

# MEMO

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☝️ **At a glance:** Big wins for public facilities. We are nearing the finish line for selecting an IOR, as well as an architect for the City Hall/library project. The Fisher Farms study is on schedule. Our Fisher Farms construction grant was not cut.

## 🚰 Goal A: Infrastructure resilience

Integrator of record (IOR)

- As of today's date, contract negotiations are finalized with The Automation Group (TAG). Approval is scheduled for your 4/6/2026 meeting.
- This is the culmination of a process that started in the summer of 2025.
- Hiring an IOR will guarantee stability and consistency in maintaining critical systems in our water/wastewater utilities.

Fisher Farms update

- Yamhill County land use process
  - 2/11/26 - Yamhill County Planning. Pre-application meeting complete. ✅
  - 4/2/26 – I signed the completed land use application for site development review.
    - The City Planner is submitting this and the rest of the submittals to Yamhill County Planning.
- OHA Initial Plan Review
  - 3/5/26 – Received "Site Plan Approval" letter from OHA. The letter:
    - Gives us the green light to proceed with testing.
    - Concurs that the wells are within a confined aquifer. (This is what we were wanting to hear.)
    - Issues waivers for sanitary hazards within setbacks.
    - Did not classify the groundwater from Wells 1, 2, and 3 as "Groundwater under the Direct Influence of Surface Water."
- Pump/well inspections
  - The well contractor has started well/pump inspections. On Monday, 4/6/26, GSI will share results of the video inspections during our progress meeting.
  - We may need to rehab or clean the wells to complete pump testing. This would add $20K to $30K to project costs.

    - During this 2-week phase of pump testing, water is not accessible at the caretaker residence on the property.
    - The City secured alternative housing (estimated at 2 weeks) for the Public Works Supervisor and his family until water comes back online.
- Construction grant – OWRD
    - 3/11/26 – OWRD confirmed that our construction grant award was not cut during the legislative session.

Water supply analysis – intake form/additional quotes

- 2/27/26 – Received "Invitation to Apply" from Business Oregon for the long-term rate/capital improvements study for the water system.
- Before submitting, I will obtain City Council approval.
- The deadline to submit the application is 5/1/2026.

Regional water study

- 3/5/2026 – Met with MWVCOG and cities participating in the regional water study.
- At that meeting, we scored the responses that MWVCOG received in response to the RFP.
- Next steps:
    - MWVCOG will select a consultant based on the RFP scoring.
    - MWVCOG will schedule project kickoff.
- Bottom line: No cost to Dayton, except staff time to participate.

EDA project grant writing

- In February, I signed an agreement with MWVCOG for grant-writing services. This is to apply for EDA funding for several shovel-ready projects.
- The City Engineer has questioned if a National Environmental Policy Act (NEPA) report is required for this grant.
- The NEPA report would require extensive time and money to complete.
- If it is required, pursuing this funding further may not be feasible at this time.
- I am still waiting to hear from MWVCOG on if the NEPA report is required.

DEQ warning letter

- We expect DEQ to issue a warning letter.
- We are required to meet a BOD (biological oxygen demand) removal efficiency rate of 85% or better.
- BOD measures the efficiency of our system at removing organic pollution.
- We sample this measure bi-weekly.
- In February, we were at 82%.
- We believe this was caused by high organic loading made worse by inflow/infiltration (I&I).
- I&I is when rainwater enters sewer pipes through, for instance, leaky manholes.
- Rainwater carries runoff from people's yards. That runoff has a lot of organic matter (such as leaves or fertilizer), which can overwhelm our system. This can cause a lower BOD number.

- To address this issue, we are implementing recommendations from the 2024 I&I study.
- What we're doing now:
    - Manhole inflow protective inserts
    - Inspect manholes for leaks and repair as needed
    - Annual TVing/smoke testing to identify damaged sewer pipes

### 💵 Goal B: Economic vitality and sustainable growth

Joint BOC/City Council meeting

- A joint meeting with the Yamhill County Board of Commissioners/Dayton City Council is scheduled at your regular meeting time/location on Monday, May 4.
- The purpose of the joint meeting is to discuss Dayton Landing.
- Due to the joint meeting, the first Budget Committee meeting will occur on Tuesday, May 5.

### 🚔 Goal C: Public safety and emergency preparedness

Building/code enforcement

- The Office Specialist (Building Permits/Code Enforcement) position is vacant. I do not have immediate plans to fill the position.
- I am handling building permit/code enforcement responsibilities in the meantime.
- This week, I met with a Newberg Building Department representative to review items in the permit queue to get up to date.
- My workload is high since it is budget season. As such, my priority is:
    - Staying current on building permits.
    - Code enforcement for issues that are an immediate threat to life, health, or safety.
    - Code complaints that are not immediate, significant threats will have to wait until after the budget process.

Open burning ordinance

- Aiming for May/June to present draft ordinance for City Council review.

Local option levy renewal

- The City Attorney has prepared a draft resolution for City Council to refer the measure to the voters in November.
- Staff will bring this to you for a first review in May.

### 🎉 Goal D: Community engagement, communications, and activities

- 4/2/26 – Council President Hildebrandt and I represented the City at the quarterly City/County Dinner. This time, McMinnville hosted.

Scarlet Communications update

- With the TED Director position vacant, I have begun overseeing the work of Scarlet Communications. This firm handles the marketing/promotions end of our tourism program.
- Scarlet Communications has completed a "Dayton Wine Trail" map, which you'll find after this report. The map will be folded over, which is why parts of it look upside down.

- Scarlet Communications will distribute this map to local wineries and other businesses in April.
- We will also be representing the City at a DCDA business networking event that will occur on 4/16/26.

Wayfinding signage

- DCDA's Secretary-Treasurer and I talked about wayfinding signage for the downtown area.
- At this stage, I have asked for her input on what to budget for this project.
- I will enter a budget for this project in the TLT Fund. If the Budget Committee approves, the project would start after July 1.

**Goal E: Organizational excellence and public service enhancement**

City Hall study consultant selection

- Contract negotiations are underway with Hacker.
- Aiming for April 20 City Council approval so we can kick this off without further delay.

Ziply franchise renegotiation

- Current status:
  - At your last meeting, I reported that we have prepared a draft contract, which we sent to Ziply.
  - I am still waiting to hear back from them.

Solicitation ordinance

- First draft review of ordinance planned for review by City Council in May.

MWVCOG training

- Your training with the MWVCOG is confirmed for July 10 at 9:00 am.
- Location: Community Center.
- Purpose: To elevate your knowledge of governing body best practices.

HB 4161

- The legislature passed HB 4161.
- This bill addresses the OGEC opinion related to food, drink, and gifts. Under that opinion, receiving food, drinks, and gifts from your own city could be a violation of ethics rules.
- The law, if passed, would allow public officials to receive food, beverages, and merchandise under $100.
- The bill now awaits the Governor's signature.

# Dayton Wine Trail

YOUR GUIDE TO OUR VIBRANT, FRIENDLY, AND FUN WINE DESTINATION!







## Coming Soon

Dayton is growing thoughtfully, with new experiences on the horizon. Expanded dining options, creative spaces to taste, and places to linger a little longer... including a new luxury downtown hotel in 2027. **We're hanging onto the charm while welcoming what's next.**

Photo credits: Stephen Matera and Tim Sofranko

## Annual Events

Dayton loves a good excuse to gather, and the calendar is full of them. From the color and community of **Cinco de Mayo**, to warm summer evenings at **Dayton Friday Nights**, to the cozy magic of the **Holiday Tree Lighting**, there's always something happening. These events turn our small downtown into a big living room.

For a full calendar of events, check out **discoverdaytonor.com**



## Dayton History

Founded in 1850, **Dayton is one of Oregon's oldest towns**, and it shows in the best possible way. Brick buildings with layers of charm give downtown its character. Dayton was even home to the first woman voter in Oregon!

Once a bustling river port, Dayton has always been a place where people gather, trade, and build community. The past is everywhere, but the town is very much alive.





## Tribal Land Acknowledgement

Dayton sits on the ancestral lands of the Kalapuya people, within the homelands of the Confederated Tribes of Grand Ronde and the Confederated Tribes of Siletz Indians, who continue to carry forward cultural knowledge and the deep relationship between people and place. **This place has been cared for long before it became a town on a map.** We honor that history and the continued presence of Tribal communities today.

Learn more at
**grandronde.org/history-culture**



## Nearby Attraction

**Dayton makes a perfect home base for exploring Oregon's greatest hits.** The stunning Oregon Coast is just about 60 miles away, with a scenic drive through rolling hills and forests that feels like part of the adventure. Aviation lovers and history buffs can explore up close at the **Evergreen Aviation & Space Museum** in nearby McMinnville, home of Howard Hughes' famed **Spruce Goose**. And if you're curious about Oregon's civic heart, the **State Capitol in Salem** is just 25 miles away and open for tours. Small town charm, big adventures within reach.

## Resources

Dayton is the coziest jumping-off point for exploring the Willamette Valley. Whether you're here for wine, wheels, or wandering, there's a resource to help you make the most of it.

Ask around; locals love sharing tips! Connect with additional travel resources:

**discoverdaytonor.com**
(dining, attractions & lodging)

**dundeehills.org**
(taste at area wineries)

**cycleyamhillcounty.com**
(regional cycling maps - hit the back roads!)

DISCOVER DAYTON OREGON

@discoverdaytonor

YOUR GUIDE TO OUR VIBRANT, FRIENDLY, AND FUN WINE DESTINATION!

# Dayton Wine Trail

## Explore the Wine Trail

*These world class wine destinations are an easy 5-20 minute drive from downtown!*

1. **Winter's Hill Estate**
   wintershillwine.com
   @wintershillwine
2. **White Rose Estate**
   whiteroseestate.com
   @whiteroseestate
3. **Résonance**
   resonancewines.com
   @resonancewines
4. **De Ponte Cellars**
   depontecellars.com
   @depontecellars
5. **Domaine Drouhin**
   domainedrouhin.com
   @domainedrouhinoregon
6. **Domaine Serene**
   domaineserene.com
   @domaineserene
7. **Archery Summit**
   archerysummit.com
   @archerysummit
8. **Durant Vineyards**
   durantoregon.com
   @durant_oregon
9. **Jory House**
   joryhouse.com
10. **Sokol Blosser Winery**
    sokolblosser.com
    @sokolblosser
11. **Domaine Willamette**
    domainewillamette.com
    @domainewillamette
12. **RAW Cider Company**
    rawcider.com
    @rawcider
13. **Remy Wines**
    remywines.com
    @remywines
14. **Stoller Winery**
    stollerfamilyestate.com
    @stollerwine
15. **Branch Point Distillery**
    branchpointdistillery.com
    @branchpointwhiskey

### Map Key

- Wineries
- Cider/Spirits
- Lodging
- Landmarks
- Restaurants

## Visit Downtown Dayton

*Settle in and explore our historic downtown*

16. **The Vintages**
    @the_vintages
17. **Pedestrian Footbridge**
18. **The Bay House**
    thebayhouse.org
    @thebayhouserestaurant
19. **Seufert Winery**
    seufertwinery.com
    @seufertwinery
20. **Courthouse Square Park**
21. **The Inn at Dayton**
    theinnatdayton.com
    @theinnatdayton
22. **Satyr Fire Winery**
    satyrfire.com
    @satyrfire
23. **Loam**
    loamkitchen.com
    @loamkitchen
24. **Camino**
    @caminomexican
25. **Juanita's Cafe y Neveria**
    @juanitastaqueria
26. **By-Pass Bar & Grill**
    facebook.com/TheByPassBar
27. **Dayton City Hall**
28. **Palmer Creek Lodge Community Events Center**
29. **Brookside Cemetary**
30. **The Joel Palmer House**
    joelpalmerhouse.com
    @joelpalmerhouse
31. **Carmi Wines**
    carmiwines.com
    @carmiwines

**Dayton, Oregon is a charming, historic wine country community in the heart of the Willamette Valley.** Founded in 1850, its welcoming downtown square is surrounded by tasting rooms, shops, and restaurants. Sip world-class wines and experience the spirit of a small town - with a big personality!

**discoverdaytonor.com @discoverdayton**

DISCOVER Dayton OREGON

Dayton CFS
February 2026

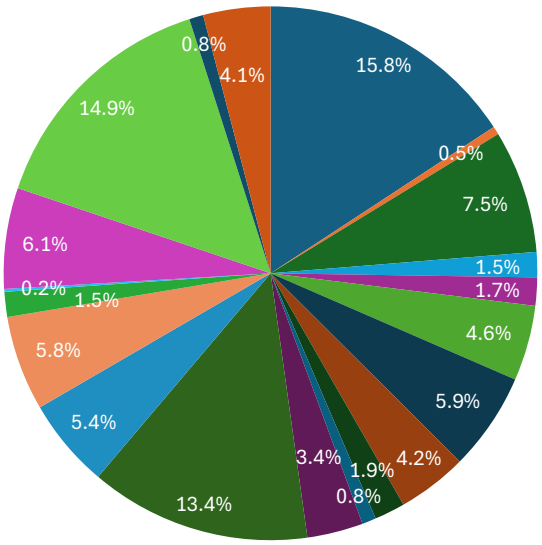
| Incident | Case Numbers | Units | Priority | Problem | Agency | Address | City | Response Date |
|---|---|---|---|---|---|---|---|---|
| MNS-26-002331 | | 305, 324, 339 | 2 | AREA CHECK | LAW | CHURCH ST | DAYTON | 2/1/2026 2:04 |
| MNS-26-002349 | | 330 | 2 | RESTRAINING ORDER VIOL | LAW | Joel Palmer Wy | DAYTON | 2/1/2026 12:33 |
| MNS-26-002352 | | 330 | 2 | PARKING | LAW | Norris Ct | DAYTON | 2/1/2026 13:15 |
| MNS-26-002359 | | 330 | 2 | ANIMAL NUISANCE | LAW | th St | DAYTON | 2/1/2026 16:16 |
| MNS-26-002371 | | 329 | 1 | WELFARE CHECK | LAW | Ferry St | DAYTON | 2/1/2026 19:27 |
| MNS-26-002374 | | 329 | 3 | TRAFFIC STOP | LAW | Ferry St | DAYTON | 2/1/2026 21:09 |
| MNS-26-002412 | | 337 | 4 | FOLLOW UP | LAW | Church St | DAYTON | 2/2/2026 13:09 |
| MNS-26-002431 | | 303 | 4 | DETAIL | LAW | th St | DAYTON | 2/2/2026 18:20 |
| MNS-26-002501 | | | 1 | DISTURBANCE | LAW | Ferry St | DAYTON | 2/3/2026 13:10 |
| MNS-26-002532 | | 303, 315 | 2 | UNWANTED | LAW | Rodeo Dr | DAYTON | 2/3/2026 22:00 |
| MNS-26-002534 | | 315 | 1 | SUICIDAL | LAW | Rodeo Dr | DAYTON | 2/3/2026 23:15 |
| MNS-26-002554 | | 337 | 3 | TRAFFIC STOP | LAW | RD ST / ALDER ST | DAYTON | 2/4/2026 9:21 |
| MNS-26-002578 | 26YC0368 | 327 | 4 | DHS | LAW | nd St | DAYTON | 2/4/2026 13:06 |
| MNS-26-002580 | 26YC0370 | 327 | 4 | DHS | LAW | Joel Palmer Wy | DAYTON | 2/4/2026 13:06 |
| MNS-26-002592 | | 338 | 2 | CIVIL PAPER | LAW | Alder St | DAYTON | 2/4/2026 14:04 |
| MNS-26-002597 | | 306 | 4 | FOLLOW UP | LAW | Alder St | DAYTON | 2/4/2026 14:42 |
| MNS-26-002630 | 26YC0377 | 305, 314, 318, 322, 326, 334, 343 | 1 | FIGHT NOW | LAW | PALMER LN | DAYTON | 2/4/2026 20:11 |
| MNS-26-002631 | | | | | LAW | th St | DAYTON | 2/4/2026 20:59 |
| MNS-26-002656 | 26YC0381 | 337 | 2 | ABANDONED VEHICLE | LAW | rd St / Alder St | DAYTON | 2/5/2026 9:29 |
| MNS-26-002686 | | 338 | 2 | CIVIL PAPER | LAW | Alder St | DAYTON | 2/5/2026 13:47 |
| MNS-26-002699 | | 337 | 1 | WELFARE CHECK | LAW | rd St | DAYTON | 2/5/2026 15:07 |
| MNS-26-002738 | | 339 | 3 | TRAFFIC STOP | LAW | rd St / Alder St | DAYTON | 2/5/2026 21:22 |
| MNS-26-002773 | | 320 | 6 | INFORMATION MISC | LAW | Ferry St | DAYTON | 2/6/2026 12:52 |
| MNS-26-002777 | | 338 | 2 | CIVIL PAPER | LAW | Alder St | DAYTON | 2/6/2026 13:34 |
| MNS-26-002778 | | 338 | 2 | CIVIL PAPER | LAW | Palmer Ln | DAYTON | 2/6/2026 13:39 |
| MNS-26-002779 | | 338 | 2 | TRESPASS | LAW | Palmer Ln | DAYTON | 2/6/2026 13:51 |
| MNS-26-002791 | | | 2 | ANIMAL NUISANCE | LAW | th St | DAYTON | 2/6/2026 16:18 |
| MNS-26-002794 | | OSP | 2 | ANIMAL NUISANCE | LAW | Mill St | DAYTON | 2/6/2026 17:26 |
| MNS-26-002864 | | 304 | 2 | PROPERTY LOST FOUND | LAW | Ferry St | DAYTON | 2/8/2026 5:50 |
| MNS-26-002865 | | 330 | 2 | TRESPASS | LAW | Flower Ln | DAYTON | 2/8/2026 7:10 |
| MNS-26-002884 | | 315 | 2 | ASSIST OUTSIDE AGENCY | LAW | Bell St | DAYTON | 2/8/2026 19:04 |
| MNS-26-002982 | 26YC0420 | 315 | 2 | ANIMAL NUISANCE | LAW | Church St | DAYTON | 2/9/2026 21:37 |
| MNS-26-003004 | | 320 | 4 | FOLLOW UP | LAW | MILL ST | DAYTON | 2/10/2026 9:57 |
| MNS-26-003030 | | | | | LAW | Mill St | DAYTON | 2/10/2026 12:56 |
| MNS-26-003045 | | 320 | 4 | FOLLOW UP | LAW | th St | DAYTON | 2/10/2026 15:07 |
| MNS-26-003097 | | 337 | 3 | FIELD INVESTIGATION | LAW | th St / Church St | DAYTON | 2/11/2026 11:13 |
| MNS-26-003122 | | 337 | 3 | TRAFFIC STOP | LAW | rd St / Ferry St | DAYTON | 2/11/2026 14:11 |
| MNS-26-003150 | | 303, 337 | 4 | DETAIL | LAW | Ferry St | DAYTON | 2/11/2026 18:01 |
| MNS-26-003160 | | 305 | 1 | SUICIDAL | LAW | Ash St | DAYTON | 2/11/2026 22:07 |
| MNS-26-003177 | | 337 | 2 | SUSPICIOUS | LAW | Ferry St | DAYTON | 2/12/2026 7:39 |
| MNS-26-003181 | | 337 | 2 | TRAFFIC COMP MISC | LAW | Palmer Ln | DAYTON | 2/12/2026 7:53 |
| MNS-26-003182 | | 337 | 6 | INFORMATION MISC | LAW | Marion Ct | DAYTON | 2/12/2026 8:11 |
| MNS-26-003226 | | 337 | 2 | CIVIL PAPER | LAW | Church St | DAYTON | 2/12/2026 12:15 |
| MNS-26-003229 | | 337 | 2 | CIVIL PAPER | LAW | Ash St | DAYTON | 2/12/2026 12:34 |
| MNS-26-003233 | 26YC0459 | 327 | 4 | DHS | LAW | Joel Palmer Wy | DAYTON | 2/12/2026 13:00 |
| MNS-26-003265 | 26YC0463 | 305, 325 | 2 | ANIMAL BITE | LAW | Se Kreder Rd | DAYTON | 2/12/2026 20:02 |
| MNS-26-003277 | | 305 | 2 | NOISE | LAW | Mill St | DAYTON | 2/12/2026 22:50 |
| MNS-26-003307 | | DPWKS | 6 | INFORMATION MISC | LAW | Ferry St | DAYTON | 2/13/2026 11:03 |
| MNS-26-003311 | | 330 | 2 | HARASSMENT | LAW | Mill St | DAYTON | 2/13/2026 12:39 |
| MNS-26-003329 | | DPWKS | 6 | INFORMATION MISC | LAW | Ferry St / st St | DAYTON | 2/13/2026 16:11 |
| MNS-26-003386 | | 330 | 2 | ANIMAL NUISANCE | LAW | SE KREDER RD | DAYTON | 2/14/2026 12:20 |

| Incident | Case Numbers | Units | Priority | Problem | Agency | Address | City | Response Date |
|---|---|---|---|---|---|---|---|---|
| MNS-26-003390 | | 330 | 2 | HARASSMENT | LAW | Barcelona Ct | DAYTON | 2/14/2026 12:58 |
| MNS-26-003393 | | 330 | 4 | FOLLOW UP | LAW | Se Kreder Rd | DAYTON | 2/14/2026 13:29 |
| MNS-26-003447 | | 314, 330 | 4 | FOLLOW UP | LAW | Se Kreder Rd | DAYTON | 2/15/2026 13:29 |
| MNS-26-003464 | | 314, 329 | 1 | DISTURBANCE | LAW | FERRY ST / ST ST | DAYTON | 2/15/2026 20:38 |
| MNS-26-003468 | | | | | LAW | Mill St | DAYTON | 2/15/2026 22:15 |
| MNS-26-003504 | | | | | LAW | th St | DAYTON | 2/16/2026 14:54 |
| MNS-26-003526 | | 323 | 1 | DISTURBANCE | LAW | Oak St | DAYTON | 2/16/2026 19:43 |
| MNS-26-003533 | | YCOM | 4 | REPOSSESED VEHICLE | LAW | Cindy Ln | DAYTON | 2/17/2026 1:58 |
| MNS-26-003534 | | | | | LAW | Cindy Ln | DAYTON | 2/17/2026 4:59 |
| MNS-26-003543 | | 320 | 2 | CIVIL PAPER | LAW | Church St | DAYTON | 2/17/2026 8:24 |
| MNS-26-003555 | | 346 | 6 | INFORMATION MISC | LAW | Mill St | DAYTON | 2/17/2026 10:42 |
| MNS-26-003562 | 26YC0494 | 327 | 2 | THEFT | LAW | th St | DAYTON | 2/17/2026 12:07 |
| MNS-26-003602 | | 305, 323 | 1 | WEAPONS COMPLAINT | LAW | Ferry St | DAYTON | 2/18/2026 0:39 |
| MNS-26-003634 | | 327 | 4 | FOLLOW UP | LAW | Se Kreder Rd | DAYTON | 2/18/2026 12:35 |
| MNS-26-003651 | 26YC0507 | 327 | 4 | DHS | LAW | Church St | DAYTON | 2/18/2026 15:26 |
| MNS-26-003663 | | 320 | 2 | ABANDONED VEHICLE | LAW | Main St | DAYTON | 2/18/2026 16:43 |
| MNS-26-003690 | | 327 | 2 | CIVIL COMPLAINT | LAW | Joel Palmer Wy | DAYTON | 2/19/2026 8:51 |
| MNS-26-003707 | | 802 | 4 | DETAIL | LAW | Ferry St | DAYTON | 2/19/2026 13:55 |
| MNS-26-003719 | 26YC0519 | 316 | 4 | DHS | LAW | th St | DAYTON | 2/19/2026 16:35 |
| MNS-26-003769 | | DPWKS | 6 | INFORMATION MISC | LAW | Ferry St | DAYTON | 2/20/2026 9:45 |
| MNS-26-003775 | | 338 | 2 | CIVIL PAPER | LAW | Church St | DAYTON | 2/20/2026 11:38 |
| MNS-26-003791 | | COS4 | 1 | SUICIDAL | LAW | Oak St | DAYTON | 2/20/2026 15:57 |
| MNS-26-003819 | | 325 | 2 | AREA CHECK | LAW | Ferry St | DAYTON | 2/20/2026 20:30 |
| MNS-26-003838 | | DPWKS | 6 | INFORMATION MISC | LAW | Ferry St | DAYTON | 2/21/2026 9:41 |
| MNS-26-003881 | | 303 | 3 | TRAFFIC STOP | LAW | rd St / Mill St | DAYTON | 2/21/2026 21:31 |
| MNS-26-003890 | | 303 | 3 | TRAFFIC STOP | LAW | rd St / Ferry St | DAYTON | 2/21/2026 22:19 |
| MNS-26-003894 | | 303 | 3 | TRAFFIC STOP | LAW | th St / Ferry St | DAYTON | 2/21/2026 22:47 |
| MNS-26-003906 | | 315 | 3 | FIELD INVESTIGATION | LAW | Ferry St | DAYTON | 2/22/2026 3:12 |
| MNS-26-003907 | | 315 | 2 | SUSPICIOUS | LAW | th St | DAYTON | 2/22/2026 3:17 |
| MNS-26-003937 | 26YC0533 | 305, 323, 326 | 2 | HARASSMENT | LAW | Park Pl | DAYTON | 2/22/2026 18:09 |
| MNS-26-003948 | | 323 | 1 | DISTURBANCE | LAW | th St | DAYTON | 2/23/2026 0:17 |
| MNS-26-003977 | | 337 | 1 | WELFARE CHECK | LAW | Sweeney St / Joel Palmer Way | DAYTON | 2/23/2026 11:02 |
| MNS-26-003981 | | 320 | 2 | CIVIL PAPER | LAW | Church St | DAYTON | 2/23/2026 11:16 |
| MNS-26-003985 | | 337 | 6 | INFORMATION MISC | LAW | Ferry St | DAYTON | 2/23/2026 12:27 |
| MNS-26-003992 | | 337 | 2 | CIVIL PAPER | LAW | Joel Palmer Wy | DAYTON | 2/23/2026 14:22 |
| MNS-26-004026 | | YCOM | 4 | REPOSSESED VEHICLE | LAW | Village Place | DAYTON | 2/24/2026 5:13 |
| MNS-26-004048 | | 802 | 4 | DETAIL | LAW | Ferry St | DAYTON | 2/24/2026 12:47 |
| MNS-26-004052 | 26YC0549 | 337 | 2 | HIT AND RUN | LAW | th St / Ferry St | DAYTON | 2/24/2026 13:25 |
| MNS-26-004073 | | DPWKS | 4 | ASSIST PUBLIC | LAW | Main St | DAYTON | 2/24/2026 16:31 |
| MNS-26-004113 | | 327 | 4 | FOLLOW UP | LAW | Alder St | DAYTON | 2/25/2026 12:41 |
| MNS-26-004114 | | 337 | 4 | FOLLOW UP | LAW | Park Pl | DAYTON | 2/25/2026 12:44 |
| MNS-26-004146 | | 330 | 2 | HARASSMENT | LAW | Se Kreder Rd | DAYTON | 2/25/2026 17:04 |
| MNS-26-004153 | | 325 | 2 | CIVIL PAPER | LAW | Church St | DAYTON | 2/25/2026 19:59 |
| MNS-26-004176 | 26YC0562 | 337 | 2 | DRUG VIOLATION | LAW | rd St | DAYTON | 2/26/2026 7:59 |
| MNS-26-004189 | | 338 | 2 | CIVIL PAPER | LAW | Church St | DAYTON | 2/26/2026 11:33 |
| MNS-26-004190 | | 338 | 2 | CIVIL PAPER | LAW | KALLAPUYA ST | DAYTON | 2/26/2026 11:39 |
| MNS-26-004198 | | | | | LAW | th St | DAYTON | 2/26/2026 13:25 |
| MNS-26-004229 | | 318 | 2 | CIVIL PAPER | LAW | nd St | DAYTON | 2/26/2026 18:48 |
| MNS-26-004347 | | | | | LAW | th St | DAYTON | 2/28/2026 16:29 |
| MNS-26-004362 | | | | | LAW | Reeder Pl | DAYTON | 2/28/2026 18:52 |
| MNS-26-004373 | | 318 | 2 | SUSPICIOUS | LAW | Alder St | DAYTON | 2/28/2026 20:18 |
| NGP-26-000253 | | 318 | 2 | CIVIL PAPER | LAW | KALLAPUYA ST | DAYTON | 2/28/2026 18:17 |

**2025-2026** 3/4/2026

| | CALLS | CASES | City Deputy | Rural | | CALLS | CASES | City Deputy | Rural |
|---|---|---|---|---|---|---|---|---|---|
| July | 125 | 15 | 16 | 109 | January | 94 | 18 | 25 | 69 |
| August | 138 | 21 | 31 | 107 | February | 103 | 13 | 21 | 82 |
| September-Revised | 150 | 14 | 43 | 107 | March | | | | |
| October | 105 | 22 | 28 | 77 | April | | | | |
| November | 92 | 5 | 27 | 65 | May | | | | |
| December | 106 | 18 | 23 | 83 | June | | | | |

| | Total Calls | July | August | September | October | November | December | January | February | March | April | May | June |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Civil Paper | 93 | 18 | 17 | 6 | 3 | 15 | 8 | 11 | 15 | | | | |
| Audible Alarm | 3 | 1 | | 1 | | | 1 | | | | | | |
| Animal | 44 | 6 | 9 | 3 | 5 | 6 | 5 | 4 | 6 | | | | |
| Area Check | 9 | 4 | | | 1 | | | 2 | 2 | | | | |
| Agency Assist | 10 | 2 | | 2 | 2 | 1 | 2 | | 1 | | | | |
| Civil Complaint | 27 | 9 | 5 | 4 | 1 | 2 | 3 | 2 | 1 | | | | |
| DHS | 35 | 1 | 12 | 3 | 3 | | 5 | 6 | 5 | | | | |
| Disturbance | 25 | 3 | 5 | 6 | 1 | 3 | 3 | | 4 | | | | |
| Domenstic Now | 11 | 2 | 3 | | 2 | 1 | 1 | 2 | | | | | |
| Extra Patrol | 5 | 3 | 1 | | 1 | | | | | | | | |
| Field Investigation | 20 | 1 | 5 | 4 | 3 | 1 | 3 | 1 | 2 | | | | |
| Follow Up | 79 | 4 | 7 | 16 | 9 | 10 | 9 | 15 | 9 | | | | |
| Harassment | 32 | 6 | 8 | 6 | | 1 | 5 | 2 | 4 | | | | |
| Information Misc | 34 | 5 | 5 | 6 | 3 | 3 | 2 | 2 | 8 | | | | |
| Noise | 9 | 1 | 1 | | | 1 | 5 | | 1 | | | | |
| Ordinance | 1 | | | | | | 1 | | | | | | |
| Suspicious | 36 | 6 | 3 | 7 | 9 | 2 | 1 | 5 | 3 | | | | |
| Traffic Stop | 88 | 7 | 14 | 17 | 12 | 10 | 11 | 10 | 7 | | | | |
| Warrant Service | 5 | 2 | | 1 | 2 | | | | | | | | |
| Welfare Check | 24 | 5 | | 4 | 1 | 5 | 4 | 2 | 3 | | | | |




Civil Paper
Audible Alarm
Animal
Area Check
Agency Assist
Civil Complaint
DHS
Disturbance
Domenstic Now
Extra Patrol
Field Investigation
Follow Up
Harassment
Information Misc
Noise
Ordinance
Suspicious
Traffic Stop
Warrant Service
Welfare Check


Yamhill County Sheriff's Office
Sam Elliott, Sheriff
535 NE 5th Street, Rm 143
McMinnville, OR 97128
(503) 434-7506

| Incident | Case Numbers | Units | Priority | Problem | Agency | Address | City | Response Date |
|---|---|---|---|---|---|---|---|---|
| MNP-26-007156 | | 315 | 3 | TRAFFIC STOP | LAW | CHURCH ST / TH ST | DAYTON | 3/16/2026 22:13 |
| MNP-26-008090 | | 305, | 1 | WELFARE CHECK | LAW | TH ST | DAYTON | 3/26/2026 23:47 |
| MNS-26-004406 | | 320 | 2 | ANIMAL NUISANCE | LAW | th St | DAYTON | 3/1/2026 11:52 |
| MNS-26-004426 | | 607 | 2 | CIVIL PAPER | LAW | Church St | DAYTON | 3/1/2026 17:49 |
| MNS-26-004430 | | 323 | 2 | TRESPASS | LAW | Park Pl | DAYTON | 3/1/2026 19:43 |
| MNS-26-004447 | | 323 | 3 | TRAFFIC STOP | LAW | rd St / Oak St | DAYTON | 3/2/2026 2:58 |
| MNS-26-004476 | | | | | LAW | th St | DAYTON | 3/2/2026 13:37 |
| MNS-26-004487 | | 337 | 3 | FIELD INVESTIGATION | LAW | Ferry St | DAYTON | 3/2/2026 15:16 |
| MNS-26-004527 | 26YC0608 | 337 | 2 | CRIMINAL MISCHIEF | LAW | rd St | DAYTON | 3/3/2026 8:59 |
| MNS-26-004535 | | 8022, | 4 | FOLLOW UP | LAW | Ferry St | DAYTON | 3/3/2026 10:03 |
| MNS-26-004547 | | 337 | 2 | CIVIL COMPLAINT | LAW | Joel Palmer Wy | DAYTON | 3/3/2026 12:26 |
| MNS-26-004573 | | 315 | 6 | INFORMATION MISC | LAW | Ferry St | DAYTON | 3/3/2026 18:19 |
| MNS-26-004598 | | | | | LAW | Ferry St | DAYTON | 3/4/2026 9:23 |
| MNS-26-004635 | | 337 | 2 | CIVIL PAPER | LAW | Joel Palmer Wy | DAYTON | 3/4/2026 16:05 |
| MNS-26-004653 | | | | | LAW | Maple St | DAYTON | 3/4/2026 20:34 |
| MNS-26-004654 | | 329 | 2 | PARKING | LAW | Norris Ct | DAYTON | 3/4/2026 20:58 |
| MNS-26-004669 | | 337 | 2 | SUSPICIOUS | LAW | th St / Ferry St | DAYTON | 3/5/2026 8:09 |
| MNS-26-004688 | | 337 | 3 | TRAFFIC STOP | LAW | rd St / Ferry St | DAYTON | 3/5/2026 10:59 |
| MNS-26-004701 | | 337 | 4 | FOLLOW UP | LAW | Ash St | DAYTON | 3/5/2026 14:20 |
| MNS-26-004702 | | 337 | 3 | TRAFFIC STOP | LAW | Ferry St | DAYTON | 3/5/2026 15:07 |
| MNS-26-004704 | | | | | LAW | Ferry St | DAYTON | 3/5/2026 15:22 |
| MNS-26-004705 | | 337 | 6 | INFORMATION MISC | LAW | Ferry St | DAYTON | 3/5/2026 15:21 |
| MNS-26-004706 | | | | | LAW | Ferry St | DAYTON | 3/5/2026 15:26 |
| MNS-26-004726 | | 315 | 2 | ANIMAL NUISANCE | LAW | Countryside Ct | DAYTON | 3/5/2026 20:11 |
| MNS-26-004745 | | 318 | 2 | SUSPICIOUS | LAW | Ash St | DAYTON | 3/6/2026 0:52 |
| MNS-26-004764 | | 320 | 2 | CIVIL PAPER | LAW | th St | DAYTON | 3/6/2026 11:50 |
| MNS-26-004850 | | 339 | 3 | TRAFFIC STOP | LAW | ALDER ST / RD ST | DAYTON | 3/7/2026 16:36 |
| MNS-26-004863 | | 305 | 2 | CIVIL PAPER | LAW | MILL ST | DAYTON | 3/7/2026 18:40 |
| MNS-26-004882 | | 339 | 3 | TRAFFIC STOP | LAW | Church St / th St | DAYTON | 3/7/2026 21:28 |
| MNS-26-004888 | | 318, 339 | 3 | TRAFFIC STOP | LAW | Church St | DAYTON | 3/7/2026 21:52 |
| MNS-26-004899 | | | | | LAW | Ferry St | DAYTON | 3/8/2026 9:24 |
| MNS-26-004936 | | 305, 323, | 2 | DRUG VIOLATION | LAW | rd St | DAYTON | 3/8/2026 21:20 |
| MNS-26-004970 | | 337 | 3 | TRAFFIC STOP | LAW | -blk Ferry St | DAYTON | 3/9/2026 12:48 |
| MNS-26-004975 | 26YC0651 | 337 | 2 | CRIMINAL MISCHIEF | LAW | rd St | DAYTON | 3/9/2026 13:04 |
| MNS-26-004984 | 26YC0653 | 337 | 2 | ANIMAL NUISANCE | LAW | th St | DAYTON | 3/9/2026 14:46 |
| MNS-26-005027 | 26YC0660 | 336 | 4 | DHS | LAW | Ash St | DAYTON | 3/10/2026 9:19 |
| MNS-26-005040 | 26YC0662 | 316 | 4 | DHS | LAW | Marion Ct | DAYTON | 3/10/2026 11:42 |
| MNS-26-005049 | 26YC0663 | 313 | 4 | DHS | LAW | Ferry St | DAYTON | 3/10/2026 13:38 |
| MNS-26-005056 | | 840 | 4 | DETAIL | LAW | th St | DAYTON | 3/10/2026 14:26 |
| MNS-26-005079 | | 315 | 1 | SUICIDAL | LAW | Oak St | DAYTON | 3/10/2026 17:48 |
| MNS-26-005096 | | 315 | 3 | FIELD INVESTIGATION | LAW | rd St / Alder St | DAYTON | 3/11/2026 2:10 |
| MNS-26-005140 | | 337 | 3 | TRAFFIC STOP | LAW | nd St / Mill St | DAYTON | 3/11/2026 11:41 |
| MNS-26-005156 | | 337 | 2 | CIVIL COMPLAINT | LAW | Mill St | DAYTON | 3/11/2026 15:41 |
| MNS-26-005198 | 26YC0698 | 336 | 4 | DHS | LAW | Park Pl | DAYTON | 3/12/2026 7:04 |
| MNS-26-005234 | | 337 | 4 | FOLLOW UP | LAW | Mill St | DAYTON | 3/12/2026 14:30 |
| MNS-26-005254 | | 323 | 2 | HARASSMENT | LAW | Ferry St | DAYTON | 3/12/2026 18:43 |
| MNS-26-005279 | | YCOM | 4 | REPOSSESED VEHICLE | LAW | Main St | DAYTON | 3/13/2026 2:28 |
| MNS-26-005409 | | 326 | 1 | 911 HANG UP OPEN LINE | LAW | Ferry St | DAYTON | 3/14/2026 21:57 |
| MNS-26-005410 | | | | | LAW | th St | DAYTON | 3/14/2026 21:55 |
| MNS-26-005413 | | 323 | 2 | CRIMINAL MISCHIEF | LAW | Ferry St | DAYTON | 3/14/2026 23:30 |
| MNS-26-005439 | | 330 | 2 | THEFT | LAW | Ferry St | DAYTON | 3/15/2026 14:03 |
| MNS-26-005442 | | 304, 330 | 2 | SUSPICIOUS | LAW | VILLAGE PLACE | DAYTON | 3/15/2026 15:11 |
| MNS-26-005465 | 26YC0735 | 315, 317, | 2 | HARASSMENT | LAW | Ferry St | DAYTON | 3/15/2026 23:03 |
| MNS-26-005489 | | 337 | 4 | FOLLOW UP | LAW | Church St | DAYTON | 3/16/2026 11:31 |
| MNS-26-005502 | | 337 | 2 | ANIMAL NUISANCE | LAW | Ferry St | DAYTON | 3/16/2026 13:27 |
| MNS-26-005504 | | 337 | 4 | FOLLOW UP | LAW | th St | DAYTON | 3/16/2026 14:01 |
| MNS-26-005517 | | 337 | 2 | ANIMAL NUISANCE | LAW | CHURCH ST | DAYTON | 3/16/2026 16:17 |
| MNS-26-005525 | | DPWKS | 6 | INFORMATION MISC | LAW | th St | DAYTON | 3/16/2026 17:16 |
| MNS-26-005526 | | DPWKS | 6 | INFORMATION MISC | LAW | Flower Ln | DAYTON | 3/16/2026 17:23 |
| MNS-26-005527 | | 340 | 1 | BEHAVIORAL HEALTH CONCERN | LAW | Se Kreder Rd | DAYTON | 3/16/2026 17:28 |
| MNS-26-005529 | | | | | LAW | Flower Ln | DAYTON | 3/16/2026 17:45 |
| MNS-26-005554 | | 303 | 2 | ASSIST OUTSIDE AGENCY | LAW | Palmer Ln | DAYTON | 3/17/2026 1:22 |
| MNS-26-005568 | | 337 | 3 | TRAFFIC STOP | LAW | rd St / Ferry St | DAYTON | 3/17/2026 10:54 |
| MNS-26-005583 | | 337 | 4 | MESSAGE | LAW | Ferry St | DAYTON | 3/17/2026 13:08 |

| Incident | Case Numbers | Units | Priority | Problem | Agency | Address | City | Response Date |
|---|---|---|---|---|---|---|---|---|
| MNS-26-005600 | 26YC0758 | 337 | 2 | HIT AND RUN | LAW | Ash St | DAYTON | 3/17/2026 15:54 |
| MNS-26-005630 | 26YC0762 | 315, 340 | 1 | SUICIDAL | LAW | Ferry St | DAYTON | 3/17/2026 21:29 |
| MNS-26-005632 | | | | | LAW | Marion Ct | DAYTON | 3/17/2026 21:44 |
| MNS-26-005655 | 26YC0765 | 336 | 4 | DHS | LAW | Water St | DAYTON | 3/18/2026 9:49 |
| MNS-26-005724 | | 323 | 1 | DISTURBANCE | LAW | Ferry St | DAYTON | 3/19/2026 3:31 |
| MNS-26-005737 | | | | | LAW | Ferry St | DAYTON | 3/19/2026 10:12 |
| MNS-26-005753 | | 337 | 3 | TRAFFIC STOP | LAW | rd St / Ferry St | DAYTON | 3/19/2026 12:45 |
| MNS-26-005754 | | 320, 335, | 1 | DISTURBANCE | LAW | th St | DAYTON | 3/19/2026 12:57 |
| MNS-26-005785 | | | | | LAW | Ash St | DAYTON | 3/19/2026 19:26 |
| MNS-26-005798 | | 323 | 2 | NOISE | LAW | Park Pl | DAYTON | 3/19/2026 21:22 |
| MNS-26-005908 | | INFO4 | 6 | INFORMATION MISC | LAW | Joel Palmer Wy | DAYTON | 3/21/2026 7:44 |
| MNS-26-005914 | | | | | LAW | Ferry St | DAYTON | 3/21/2026 9:29 |
| MNS-26-005915 | | | | | LAW | Water St | DAYTON | 3/21/2026 9:30 |
| MNS-26-005922 | | DPWKS | 6 | INFORMATION MISC | LAW | Church St | DAYTON | 3/21/2026 12:51 |
| MNS-26-005923 | | | | | LAW | Ferry St / st St | DAYTON | 3/21/2026 12:59 |
| MNS-26-005938 | | 325 | 2 | HARASSMENT | LAW | Park Pl | DAYTON | 3/21/2026 16:50 |
| MNS-26-005939 | | | 1 | DISTURBANCE | LAW | Park Pl | DAYTON | 3/21/2026 16:49 |
| MNS-26-005966 | 26YC0793 | 315 | 2 | ASSAULT | LAW | Ferry St | DAYTON | 3/21/2026 21:57 |
| MNS-26-005986 | | 330 | 2 | DUMPING | LAW | Ferry St | DAYTON | 3/22/2026 11:43 |
| MNS-26-005993 | | 330 | 6 | INFORMATION MISC | LAW | th St | DAYTON | 3/22/2026 15:29 |
| MNS-26-006029 | 26YC0799 | 303, 315 | 1 | DOMESTIC NOW | LAW | Ferry St | DAYTON | 3/23/2026 0:16 |
| MNS-26-006031 | | 315 | 4 | FOLLOW UP | LAW | Mill St | DAYTON | 3/23/2026 2:07 |
| MNS-26-006079 | | 330 | 2 | DRUG VIOLATION | LAW | Church St | DAYTON | 3/23/2026 16:22 |
| MNS-26-006080 | | PO91 | 3 | FIELD INVESTIGATION | LAW | Rodeo Dr | DAYTON | 3/23/2026 16:25 |
| MNS-26-006140 | 26YC0814 | 337 | 2 | ANIMAL NUISANCE | LAW | th St / Ash St | DAYTON | 3/24/2026 14:14 |
| MNS-26-006141 | | | | | LAW | Howard Jordan Lp | DAYTON | 3/24/2026 14:50 |
| MNS-26-006143 | | 338 | 2 | CIVIL PAPER | LAW | Se Neck Rd | DAYTON | 3/24/2026 15:01 |
| MNS-26-006157 | | 337 | 2 | HARASSMENT | LAW | nd St | DAYTON | 3/24/2026 16:42 |
| MNS-26-006158 | 26YC0815 | 336 | 4 | DHS | LAW | Church St | DAYTON | 3/24/2026 16:48 |
| MNS-26-006189 | 26YC0819 | 336 | 4 | DHS | LAW | Main St | DAYTON | 3/25/2026 6:35 |
| MNS-26-006221 | 26YC0820 | 310, 331, | 1 | WARRANT SERVICE | LAW | th St | DAYTON | 3/25/2026 15:36 |
| MNS-26-006244 | | | | | LAW | Flower Ln | DAYTON | 3/25/2026 20:13 |
| MNS-26-006277 | 26YC0825 | 337 | 2 | PROPERTY LOST FOUND | LAW | Ferry St | DAYTON | 3/26/2026 9:39 |
| MNS-26-006316 | | | | | LAW | °'."n / °'."w | DAYTON | 3/26/2026 15:51 |
| MNS-26-006317 | | | | | LAW | °'."n / °'."w | DAYTON | 3/26/2026 15:53 |
| MNS-26-006324 | | 337 | 4 | FOLLOW UP | LAW | th St | DAYTON | 3/26/2026 18:22 |
| MNS-26-006336 | 26YC0830 | 305, 326, | 1 | DOMESTIC NOW | LAW | RODEO DR | DAYTON | 3/26/2026 19:42 |
| MNS-26-006361 | | | | | LAW | th St | DAYTON | 3/27/2026 0:14 |
| MNS-26-006399 | 26YC0834 | 337 | 2 | THEFT | LAW | Church St | DAYTON | 3/27/2026 15:11 |
| MNS-26-006412 | | 337 | 4 | FOLLOW UP | LAW | th St | DAYTON | 3/27/2026 18:17 |
| MNS-26-006435 | | 315 | 2 | SUSPICIOUS | LAW | th St / Main St | DAYTON | 3/27/2026 23:43 |
| MNS-26-006455 | | 330 | 2 | CIVIL COMPLAINT | LAW | th St | DAYTON | 3/28/2026 12:09 |
| MNS-26-006463 | | 304, 330, | 1 | DISTURBANCE | LAW | Church St | DAYTON | 3/28/2026 13:42 |
| MNS-26-006466 | | | | | LAW | Church St | DAYTON | 3/28/2026 14:06 |
| MNS-26-006491 | | 315 | 2 | DRUG VIOLATION | LAW | Se Kreder Rd | DAYTON | 3/28/2026 17:34 |
| MNS-26-006528 | | 315 | 2 | NOISE | LAW | Laurie Ln | DAYTON | 3/28/2026 23:28 |
| MNS-26-006536 | | 330 | 2 | TRAFFIC HAZARD | LAW | Ferry St | DAYTON | 3/29/2026 8:51 |
| MNS-26-006559 | | 330 | 1 | ALARM AUDIBLE | LAW | Ferry St | DAYTON | 3/29/2026 15:35 |
| MNS-26-006571 | | 303 | 2 | CIVIL PAPER | LAW | Mill St | DAYTON | 3/29/2026 19:57 |
| MNS-26-006582 | | 315, 340 | 3 | TRAFFIC STOP | LAW | th St / Ash St | DAYTON | 3/30/2026 0:19 |
| MNS-26-006666 | | 320 | 4 | FOLLOW UP | LAW | Ferry St | DAYTON | 3/31/2026 8:47 |
| MNS-26-006670 | | 337 | 1 | WELFARE CHECK | LAW | Ferry St | DAYTON | 3/31/2026 9:45 |
| MNS-26-006689 | | 337 | 4 | FOLLOW UP | LAW | Ferry St | DAYTON | 3/31/2026 12:35 |
| MNS-26-006696 | | 338 | 2 | CIVIL PAPER | LAW | th St | DAYTON | 3/31/2026 14:06 |
| MNS-26-006715 | 26YC0857 | 337 | 2 | TRESPASS | LAW | Mill St | DAYTON | 3/31/2026 16:41 |
| NGP-26-000301 | | 337 | 4 | FOLLOW UP | LAW | TH ST | DAYTON | 3/10/2026 14:54 |

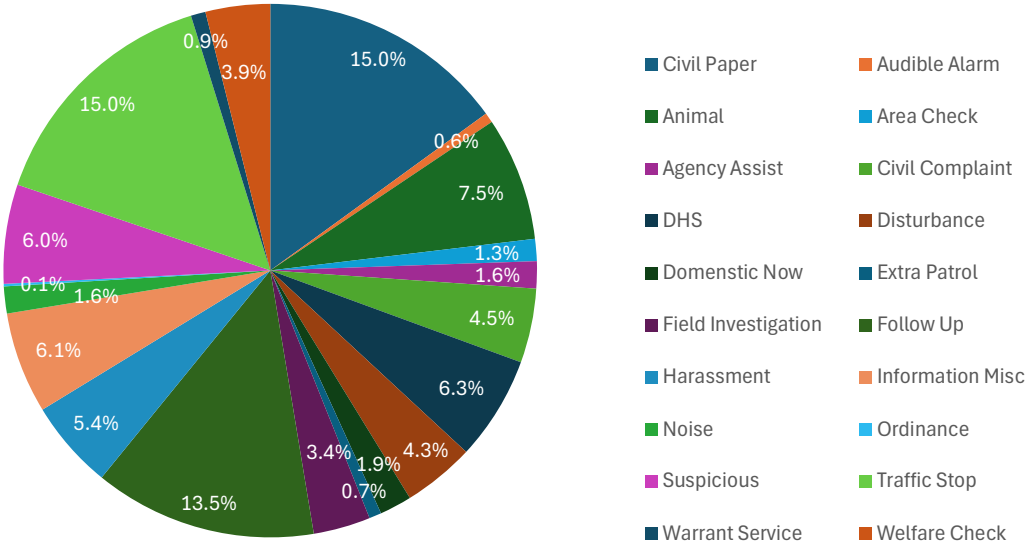
**REVISED**

**2025-2026**

4/1/2026

| | CALLS | CASES | City Deputy | City / Rural | Rural | | CALLS | CASES | City Deputy | City / Rural | Rural |
|---|---|---|---|---|---|---|---|---|---|---|---|
| July | 125 | 21 | 16 | 6 | 103 | January | 94 | 33 | 25 | 7 | 62 |
| August | 138 | 31 | 31 | 11 | 96 | February | 103 | 23 | 21 | 3 | 79 |
| September-Revised | 150 | 26 | 43 | 13 | 94 | March | 120 | 29 | 35 | 3 | 82 |
| October | 105 | 33 | 28 | 10 | 67 | April | | | | | |
| November | 92 | 17 | 27 | 2 | 63 | May | | | | | |
| December | 106 | 30 | 23 | 7 | 76 | June | | | | | |

| | Total Calls | July | August | September | October | November | December | January | February | March | April | May | June |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Civil Paper | 100 | 18 | 17 | 6 | 3 | 15 | 8 | 11 | 15 | 7 | | | |
| Audible Alarm | 4 | 1 | | 1 | | | 1 | | | 1 | | | |
| Animal | 50 | 6 | 9 | 3 | 5 | 6 | 5 | 4 | 6 | 6 | | | |
| Area Check | 9 | 4 | | | 1 | | | 2 | 2 | | | | |
| Agency Assist | 11 | 2 | | 2 | 2 | 1 | 2 | | 1 | 1 | | | |
| Civil Complaint | 30 | 9 | 5 | 4 | 1 | 2 | 3 | 2 | 1 | 3 | | | |
| DHS | 42 | 1 | 12 | 3 | 3 | | 5 | 6 | 5 | 7 | | | |
| Disturbance | 29 | 3 | 5 | 6 | 1 | 3 | 3 | | 4 | 4 | | | |
| Domenstic Now | 13 | 2 | 3 | | 2 | 1 | 1 | 2 | | 2 | | | |
| Extra Patrol | 5 | 3 | 1 | | 1 | | | | | | | | |
| Field Investigation | 23 | 1 | 5 | 4 | 3 | 1 | 3 | 1 | 2 | 3 | | | |
| Follow Up | 90 | 4 | 7 | 16 | 9 | 10 | 9 | 15 | 9 | 11 | | | |
| Harassment | 36 | 6 | 8 | 6 | | 1 | 5 | 2 | 4 | 4 | | | |
| Information Misc | 41 | 5 | 5 | 6 | 3 | 3 | 2 | 2 | 8 | 7 | | | |
| Noise | 11 | 1 | 1 | | | 1 | 5 | | 1 | 2 | | | |
| Ordinance | 1 | | | | | | 1 | | | | | | |
| Suspicious | 40 | 6 | 3 | 7 | 9 | 2 | 1 | 5 | 3 | 4 | | | |
| Traffic Stop | 100 | 7 | 14 | 17 | 12 | 10 | 11 | 10 | 7 | 12 | | | |
| Warrant Service | 6 | 2 | | 1 | 2 | | | | | 1 | | | |
| Welfare Check | 26 | 5 | | 4 | 1 | 5 | 4 | 2 | 3 | 2 | | | |





Yamhill County Sheriff's Office
Sam Elliott, Sheriff
535 NE 5th Street, Rm 143
McMinnville, OR 97128
(503) 434-7506

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Water Usage | 78,552 | 0 | 0 | 0 | 43,611 | 446,464 | 568,627 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Water Amount | 6,772.19 | 50.00 | - | - | 5,462.82 | 53,421.55 | 65,706.56 |
| Sewer Amount | 5,580.98 | - | - | - | 3,230.25 | 61,688.34 | 70,499.57 |
| Misc Amount | - | - | - | - | - | 530.00 | 530.00 |
| Backflow Amount | - | - | - | - | - | - | - |
| NSFCheck Amount | - | - | - | - | - | 36.00 | 36.00 |
| Late Charg Amount | 50.00 | - | - | - | - | 1,470.00 | 1,520.00 |
| Total Charges: | 12,403.17 | 50.00 | - | - | 8,693.07 | 117,145.89 | 138,292.13 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Previous Balance | 21,630.31 | 98.87 | - | - | 8,883.35 | 147,352.45 | 177,964.98 |
| Payments | 12,714.69- | 98.87- | - | - | 8,720.62- | 106,789.19- | 128,323.37- |
| Contract Adjustments | - | - | - | - | - | - | - |
| Assistance Applied | - | - | - | - | - | - | - |
| Deposits Applied | 150.00- | - | - | - | - | 202.33- | 352.33- |
| Interest Applied | - | - | - | - | - | - | - |
| Balance Transfers | - | - | - | - | - | - | - |
| Balance Write-offs | - | - | - | - | - | - | - |
| Reallocations | - | - | - | - | - | - | - |
| Total Charges | 12,403.17 | 50.00 | - | - | 8,693.07 | 117,145.89 | 138,292.13 |
| Current Balance: | 21,168.79 | 50.00 | - | - | 8,855.80 | 157,506.82 | 187,581.41 |

Year To Date: 07/01/2024 - 03/31/2025

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Water Usage | 1,130,209 | 93,600 | 0 | 1 | 531,302 | 5,751,602 | 7,506,714 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Water Amount | 86,991.69 | 3,204.87 | - | - | 57,675.07 | 572,563.55 | 720,435.18 |
| Sewer Amount | 42,783.56 | - | - | - | 23,253.52 | 474,497.00 | 540,534.08 |
| Misc Amount | - | - | - | - | - | 2,769.26 | 2,769.26 |
| Backflow Amount | 150.00 | - | - | - | 30.00 | 2,640.00 | 2,820.00 |
| NSFCheck Amount | 72.00 | - | - | - | - | 648.00 | 720.00 |
| Late Charg Amount | 400.00 | 30.00 | - | - | 20.00 | 10,970.00 | 11,420.00 |
| Total Charges: | 130,397.25 | 3,234.87 | - | - | 80,978.59 | 1,064,087.81 | 1,278,698.52 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Previous Balance | 26,503.12 | 845.00 | - | 90.00 | 10,142.90 | 145,147.29 | 182,728.31 |
| Payments | 135,581.58- | 4,029.87- | - | 90.00- | 82,265.69- | 1,048,501.77- | 1,270,468.91- |
| Contract Adjustments | - | - | - | - | - | - | - |
| Assistance Applied | - | - | - | - | - | - | - |
| Deposits Applied | 150.00- | - | - | - | - | 3,226.51- | 3,376.51- |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Interest Applied | - | - | - | - | - | - | - |
| Balance Transfers | - | - | - | - | - | - | - |
| Balance Write-offs | - | - | - | - | - | - | - |
| Reallocations | - | - | - | - | - | - | - |
| Total Charges | 130,397.25 | 3,234.87 | - | - | 80,978.59 | 1,064,087.81 | 1,278,698.52 |
| Current Balance: | 21,168.79 | 50.00 | - | - | 8,855.80 | 157,506.82 | 187,581.41 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Water Usage | 79,410 | 200 | 0 | 0 | 42,260 | 444,951 | 566,821 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Water Amount | 7,150.48 | 56.00 | - | - | 5,609.17 | 56,401.54 | 69,217.19 |
| Sewer Amount | 7,759.08 | - | - | - | 3,843.93 | 73,022.67 | 84,625.68 |
| PSF Amount | 2,884.20 | - | - | - | 619.85 | 10,747.00 | 14,251.05 |
| Stormwater Amount | - | - | - | - | - | - | - |
| Debt Amount | - | - | - | - | - | - | - |
| Misc Amount | - | - | - | - | - | 460.00 | 460.00 |
| Backflow Amount | - | - | - | - | - | - | - |
| NSFCheck Amount | - | - | - | - | - | - | - |
| Late Charg Amount | 70.00 | - | - | - | 10.00 | 1,473.32 | 1,553.32 |
| Total Charges: | 17,863.76 | 56.00 | - | - | 10,082.95 | 142,104.53 | 170,107.24 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Previous Balance | 24,092.07 | 74.00 | - | - | 13,272.53 | 184,029.07 | 221,467.67 |
| Payments | 22,038.14- | 24.00- | - | - | 10,376.07- | 132,407.36- | 164,845.57- |
| Contract Adjustments | - | - | - | - | - | - | - |
| Assistance Applied | - | - | - | - | - | - | - |
| Deposits Applied | - | - | - | - | - | 818.65- | 818.65- |
| Interest Applied | - | - | - | - | - | - | - |
| Balance Transfers | - | - | - | - | - | - | - |
| Balance Write-offs | - | - | - | - | - | - | - |
| Reallocations | - | - | - | - | - | - | - |
| Total Charges | 17,863.76 | 56.00 | - | - | 10,082.95 | 142,104.53 | 170,107.24 |
| Current Balance: | 19,917.69 | 106.00 | - | - | 12,979.41 | 192,907.59 | 225,910.69 |

Year To Date: 07/01/2025 - 03/31/2026

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Water Usage | 1,049,917 | 8,600 | 0 | 1 | 466,528 | 5,714,774 | 7,239,820 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Water Amount | 81,914.75 | 608.00 | - | - | 54,303.38 | 579,869.80 | 716,695.93 |
| Sewer Amount | 62,245.48 | - | - | - | 30,913.29 | 589,193.37 | 682,352.14 |
| PSF Amount | 8,652.60 | - | - | - | 1,859.55 | 32,262.06 | 42,774.21 |
| Stormwater Amount | - | - | - | - | - | - | - |
| Debt Amount | - | - | - | - | - | - | - |
| Misc Amount | - | - | - | - | - | 3,626.83 | 3,626.83 |
| Backflow Amount | - | - | - | - | - | - | - |
| NSFCheck Amount | - | - | - | - | - | 504.00 | 504.00 |
| Late Charg Amount | 370.00 | 20.00 | - | - | 110.00 | 12,290.26 | 12,790.26 |
| Total Charges: | 153,182.83 | 628.00 | - | - | 87,186.22 | 1,217,746.32 | 1,458,743.37 |

| Description | Commercial | Hydrant | None | Other | Public | Residential | Totals |
|---|---|---|---|---|---|---|---|
| Previous Balance | 16,697.68 | 226.00 | - | 90.00 | 12,430.62 | 159,825.82 | 189,270.12 |
| Payments | 149,962.82- | 792.88- | - | 90.00- | 86,409.55- | 1,179,340.29- | 1,416,595.54- |
| Contract Adjustments | - | - | - | - | - | 254.61- | 254.61- |
| Assistance Applied | - | - | - | - | - | - | - |
| Deposits Applied | - | 183.00- | - | - | - | 5,059.18- | 5,242.18- |
| Interest Applied | - | - | - | - | - | - | - |
| Balance Transfers | - | 227.88 | - | - | 227.88- | - | - |
| Balance Write-offs | - | - | - | - | - | 10.47- | 10.47- |
| Reallocations | - | - | - | - | - | - | - |
| Total Charges | 153,182.83 | 628.00 | - | - | 87,186.22 | 1,217,746.32 | 1,458,743.37 |
| Current Balance: | 19,917.69 | 106.00 | - | - | 12,979.41 | 192,907.59 | 225,910.69 |

| | Well 1 | Well 2 | Well 3 | Well 4 | Well 5 | Total | Treatment Plant Influent | Backwash | Lafayette Distribution | Dayton Distribution | Lafayette % | Dayton % | L + D | Diff | McDougall 1 | McDougall 2 | Springs | PRV | Before PRV | Water sent to system | Water sold cf | Water use gal | difference | % loss | Laf 20-20 | Dayton 20-20 | Laf % | Day % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 627,000 | 501,000 | 776,000 | 723,000 | 652,000 | 3,279,000 | 2,889,882 | 47,544 | 0 | 2,673,000 | 0% | 100% | 2,673,000 | 606,000 | 821,690 | 2,111,001 | 2,819,748 | 4,024,004 | 93,382 | 6,790,386 | 781,576 | 5,846,188 | 944,198 | 14% | 0 | 2,505,664 | 0% | 94% |
| Feb | 701,000 | 669,000 | 1,077,000 | 977,000 | 886,000 | 4,310,000 | 3,813,993 | 47,669 | 0 | 3,640,000 | 0% | 100% | 3,640,000 | 670,000 | 548,987 | 1,415,621 | 2,777,604 | 2,785,168 | 107,036 | 6,532,204 | 714,339 | 5,343,256 | 1,188,948 | 18% | 0 | 4,098,432 | 0.00% | 113% |
| Mar | 602,000 | 577,000 | 717,000 | 684,000 | 414,000 | 2,994,000 | 2,742,081 | 47,825 | 0 | 2,421,000 | 0% | 100% | 2,421,000 | 573,000 | 644,662 | 1,680,112 | 3,513,036 | 4,306,068 | 79,801 | 6,806,869 | 766,821 | 5,735,821 | 1,071,048 | 15.73% | 0 | 2,205,432 | 0 | 91% |
| Apr | | | | | | 0 | | | | | #DIV/0! | #DIV/0! | 0 | 0 | | | | | | 0 | | 0 | 0 | #DIV/0! | | | #DIV/0! | #DIV/0! |
| May | | | | | | 0 | | | | | #DIV/0! | #DIV/0! | 0 | 0 | | | | | | 0 | | 0 | 0 | #DIV/0! | | | #DIV/0! | #DIV/0! |
| Jun | | | | | | 0 | | | | | #DIV/0! | #DIV/0! | 0 | 0 | | | | | | 0 | | 0 | 0 | #DIV/0! | | | #DIV/0! | #DIV/0! |
| Jul | | | | | | 0 | | | | | #DIV/0! | #DIV/0! | 0 | 0 | | | | | | 0 | | 0 | 0 | #DIV/0! | | | #DIV/0! | #DIV/0! |
| Aug | | | | | | 0 | | | | | #DIV/0! | #DIV/0! | 0 | 0 | | | | | | 0 | | 0 | 0 | #DIV/0! | | | #DIV/0! | #DIV/0! |
| Sep | | | | | | 0 | | | | | #DIV/0! | #DIV/0! | 0 | 0 | | | | | | 0 | | 0 | 0 | #DIV/0! | | | #DIV/0! | #DIV/0! |
| Oct | | | | | | 0 | | | | | #DIV/0! | #DIV/0! | 0 | 0 | | | | | | 0 | | 0 | 0 | #DIV/0! | | | #DIV/0! | #DIV/0! |
| Nov | | | | | | 0 | | | | | #DIV/0! | #DIV/0! | 0 | 0 | | | | | | 0 | | 0 | 0 | #DIV/0! | | | #DIV/0! | #DIV/0! |
| Dec | | | | | | 0 | | | | | #DIV/0! | #DIV/0! | 0 | 0 | | | | | | 0 | | 0 | 0 | #DIV/0! | | | #DIV/0! | #DIV/0! |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | 1,930,000 | 1,747,000 | 2,570,000 | 2,384,000 | 1,952,000 | ######## | | | | | | | | | 2,015,339 | 5,206,734 | 9,110,388 | | | | | | | | | | | |

**Leaks**
**Footbridge leak**
**404 Main St Leak**
**538 Church 3 Leaks on service line**
**Burn to Learn (Fire Dept. Training)**