

**AGENDA
CITY OF DAYTON
CITY COUNCIL MEETING**

DATE: MONDAY, MAY 4, 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/DxQFv9oHLxc?feature=share>

Dayton – Rich in History . . . Envisioning Our Future

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
A.	CALL TO ORDER & PLEDGE OF ALLEGIANCE	
B.	ROLL CALL	
C.	APPEARANCE OF INTERESTED CITIZENS	
D.	CONSENT AGENDA	
1.	March 2026 Financial Summary	1
2.	March 2026 Financial Statements	3-72
3.	March 16, 2026, Special Session Minutes	73-74
4.	April 6, 2026, Regular Session Minutes	75-79
E.	ACTION ITEMS	
1.	Budget Committee Application Review and Appointment	81-86
2.	Approval of Personal Services Agreement with Hacker Architects, Inc. in the Amount of \$89,000	87-183
3.	Approval of Resolution 25/26-20 Authorizing Staff to Prepare and Recommend Development Code Amendments and Planning Work Funded through a DLCD Technical Assistance Grant.	185-192
4.	Local Option Levy Measure Explanatory Statement and Resolution Review	193-198
5.	First Reading of Ordinance 670 Amending Dayton Municipal Code Ch 5 Door to Door Solicitation	199-205
F.	CITY COUNCIL COMMENTS AND CONCERNS	
G.	INFORMATION REPORTS	206-216
1.	Finance	

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.

2. Library
3. Public Works
4. Recorder

H. CITY MANAGER'S REPORT

217-226

I. ADJOURN

Posted: May 1, 2026

By: Rocio Vargas, City Recorder

NEXT MEETING

May 5, 2026, URA Budget Committee Meeting

May 5, 2026, 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.

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CITY OF DAYTON, OREGON
MONTHLY STATEMENT
3/31/2026

	General Fund	Local Option Levy Fund	Transient Lodging Tax 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	5,918	7,175	783	279	-	-	-	-	-	-	-	-	-	-	-	-	14,155
Interest	452	166	593	40	791	1,808	1,118	11	110	382	958	-	1,144	614	112	696	8,994
Licenses and Permits	5,370	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,370
Fees and Fines	102,214	16,045	-	-	-	1,503	562	-	-	-	-	-	-	-	-	-	120,324
Charges for Services	595	-	-	-	-	82,539	88,904	-	-	-	-	-	-	-	-	-	172,039
State/Local Tax Sharing	2,851	-	-	-	17,563	-	-	-	-	-	-	-	-	-	-	-	20,414
Grants/Loan Proceeds	2,342	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,342
Miscellaneous	(345)	-	-	-	-	1,407	-	-	-	-	-	-	-	-	-	-	1,063
Total Revenues	119,397	23,387	1,376	319	18,355	87,258	90,584	11	110	382	958	-	1,144	614	112	696	344,701
Expenditures																	
Personnel	22,404	5,869	3,532	-	5,333	32,119	23,754	-	-	-	-	-	-	-	-	-	93,011
Materials & Services	22,113	20,964	130	-	4,847	22,022	14,941	-	-	-	-	-	-	-	-	-	85,017
Capital Outlay & Transfers	5,462	2,964	6,137	30	12	451	889	-	197	10,133	10,553	-	6,168	-	-	-	42,995
Capital Acquisition	-	-	-	-	-	-	-	-	-	-	-	8,688	-	-	-	-	8,688
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	49,979	29,797	9,799	30	10,191	54,592	39,584	-	197	10,133	10,553	8,688	6,168	-	-	-	229,710
Gross Change in Fund Balance	69,419	(6,411)	(8,423)	289	8,163	32,665	51,000	11	(86)	(9,751)	(9,595)	(8,688)	(5,025)	614	112	696	114,991
Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Fund Balance	69,419	(6,411)	(8,423)	289	8,163	32,665	51,000	11	(86)	(9,751)	(9,595)	(8,688)	(5,025)	614	112	696	114,991
Fund Balance, Beginning 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	2,597,980
Fund Balance, End of Month	133,441	50,379	179,560	12,090	239,777	547,626	338,745	3,278	33,398	115,680	290,096	(8,441)	346,483	186,114	33,883	210,862	2,712,971

CITY OF DAYTON
 COMBINED CASH INVESTMENT
 MARCH 31, 2026

COMBINED CASH ACCOUNTS

001.000.102.000	CASH IN US BANK	163,318.85
001.000.102.100	PETTY CASH	200.00
001.000.102.200	CASH DRAWER	150.00
001.000.103.000	CKG - SEWER IMPROVEMENT PROJEC	251.12
001.000.106.000	CASH LGIP INVESTMENTS	2,656,374.09
		2,820,294.06
	TOTAL COMBINED CASH	2,820,294.06
001.000.180.000	WRIGHT GRAPHIC POSTAGE DEPOSI	588.30
001.000.101.000	CASH ALLOCATED TO OTHER FUNDS	(2,820,882.36)
		.00
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

100	ALLOCATION TO GENERAL FUND	134,069.64
101	ALLOCATION TO LOCAL OPTION LEVY FUND	50,379.40
105	ALLOCATION TO TRANSIENT LODGING TAX FUND	179,559.81
107	ALLOCATION TO DAYTON URA FUND	13,515.57
200	ALLOCATION TO STREET FUND	239,776.93
300	ALLOCATION TO WATER FUND	649,684.87
400	ALLOCATION TO SEWER FUND	342,543.29
450	ALLOCATION TO STORMWATER FUND	3,278.25
500	ALLOCATION TO STATE REVENUE SHARING FUND	33,397.86
600	ALLOCATION TO WATER SYS CAPITAL PROJ FUND	115,679.76
700	ALLOCATION TO SEWER RESERVE FUND	290,096.33
750	ALLOCATION TO EQUIP REPLACEMENT RESERVE FUND	(8,440.90)
760	ALLOCATION TO BUILDING RESERVE FUND	346,482.56
770	ALLOCATION TO STREET RESERVE FUND	186,113.73
780	ALLOCATION TO PARKS RESERVE FUND	33,883.34
850	ALLOCATION TO DEBT SERVICE FUND	210,861.92
		2,820,882.36
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,820,882.36
	ALLOCATION FROM COMBINED CASH FUND - 001-000-101-000	(2,820,882.36)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

GENERAL FUND

ASSETS

100.000.101.000	CASH ALLOCATED TO GENERAL FUND	134,069.64	
	TOTAL ASSETS		134,069.64

LIABILITIES AND EQUITY

LIABILITIES

100.000.212.000	STATE W/H TAXES PAYABLE	(885.12)	
100.000.214.000	WORKERS COMP PAYABLE	100.79	
100.000.215.000	STATE SST W/H TAX PAYABLE	200.73	
100.000.218.000	UNEMPLOYMENT INS. PAYABLE	85.18	
100.000.219.000	PFML PAYABLE	1,234.09	
100.000.220.000	MED/DENTAL & LIFE INS	352.72	
100.000.222.000	MISCELLANEOUS DEDUCTIONS	100.00	
100.000.225.000	STATE UNCLAIMED PROPERTY PAY	(587.21)	
100.000.240.000	CLEARING ACCOUNT	27.71	
	TOTAL LIABILITIES		628.89

FUND EQUITY

100.000.288.000	FUND EQUITY	130,006.12	
	REVENUE OVER EXPENDITURES - YTD	3,434.63	
	BALANCE - CURRENT DATE	3,434.63	
	TOTAL FUND EQUITY		133,440.75
	TOTAL LIABILITIES AND EQUITY		134,069.64

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
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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)	188.56	6,026.24	4,000.00	(2,026.24)	150.7
	TOTAL LEVIED TAXES (PRIOR YEARS)	188.56	6,026.24	4,000.00	(2,026.24)	150.7

INTEREST

100.000.404.000	INTEREST	451.97	2,653.53	3,300.00	646.47	80.4
	TOTAL INTEREST	451.97	2,653.53	3,300.00	646.47	80.4

BUSINESS/AMUSEMENT LICENSE

100.000.410.000	BUS/AMUSEMENT LICENSE	100.00	2,270.00	2,500.00	230.00	90.8
	TOTAL BUSINESS/AMUSEMENT LICENSE	100.00	2,270.00	2,500.00	230.00	90.8

FRANCHISE

100.000.412.000	FRANCHISE-CABLE TV	.00	10,586.87	15,000.00	4,413.13	70.6
100.000.412.100	FRANCHISE-SOLID WASTE	1,989.75	7,629.54	12,000.00	4,370.46	63.6
100.000.412.200	FRANCHISE-ELECTRIC SERVICE	98,224.16	98,224.16	99,000.00	775.84	99.2
100.000.412.300	FRANCHISE-TELECOMMUNICATIONS	2,000.00	3,065.70	2,900.00	(165.70)	105.7
	TOTAL FRANCHISE	102,213.91	119,506.27	128,900.00	9,393.73	92.7

PERMIT & CONSTRUCTION FEES

100.000.416.000	BUILDING PERMITS	710.16	11,917.32	14,000.00	2,082.68	85.1
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	4,560.00	13,775.00	50,000.00	36,225.00	27.6
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	5,270.16	48,775.17	180,379.00	131,603.83	27.0

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>COURT</u>					
100.000.418.000	.00	50.00	.00	(50.00)	.0
100.000.418.300	.00	1,446.00	.00	(1,446.00)	.0
TOTAL COURT	.00	1,496.00	.00	(1,496.00)	.0
<u>STATE ALCOHOL TAXES</u>					
100.000.426.000	2,748.32	32,923.12	50,000.00	17,076.88	65.9
TOTAL STATE ALCOHOL TAXES	2,748.32	32,923.12	50,000.00	17,076.88	65.9
<u>STATE SMOKING TAXES</u>					
100.000.428.000	102.48	975.37	1,700.00	724.63	57.4
100.000.428.100	.00	2,028.38	5,000.00	2,971.62	40.6
TOTAL STATE SMOKING TAXES	102.48	3,003.75	6,700.00	3,696.25	44.8
<u>LIBRARY</u>					
100.000.430.000	2,342.25	9,527.87	12,000.00	2,472.13	79.4
100.000.430.100	.00	60.00	.00	(60.00)	.0
TOTAL LIBRARY	2,342.25	9,587.87	12,000.00	2,412.13	79.9
<u>FIRE DEPARTMENT</u>					
100.000.432.000	.00	10,698.48	9,000.00	(1,698.48)	118.9
TOTAL FIRE DEPARTMENT	.00	10,698.48	9,000.00	(1,698.48)	118.9
<u>GRANTS</u>					
100.000.436.000	.00	1,000.00	1,000.00	.00	100.0
100.000.436.200	.00	11,750.00	.00	(11,750.00)	.0
TOTAL GRANTS	.00	12,750.00	1,000.00	(11,750.00)	1275.0
<u>CLG GRANT</u>					
100.000.444.000	.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 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>						
100.000.480.000	MISCELLANEOUS REVENUE	(344.58)	748.16	15,000.00	14,251.84	5.0
100.000.480.300	COMMUNITY CENTER RENTAL FEES	.00	450.00	3,700.00	3,250.00	12.2
	TOTAL MISCELLANEOUS REVENUE	(344.58)	1,198.16	18,700.00	17,501.84	6.4
<u>FIREWORKS DONATION REVENUE</u>						
100.000.495.000	FIREWORKS DONATIONS REVENUE	.00	1,125.00	.00	(1,125.00)	.0
	TOTAL FIREWORKS DONATION REVENUE	.00	1,125.00	.00	(1,125.00)	.0
<u>MISC FEES & TRANSFERS IN</u>						
100.000.499.300	TAXES COLLECTED	5,729.40	276,649.03	264,882.00	(11,767.03)	104.4
100.000.499.301	TRANSFER FROM WATER FUND	50,000.00	50,000.00	50,000.00	.00	100.0
100.000.499.500	NEWSLETTER ADVERTISING SALES	.00	75.00	150.00	75.00	50.0
100.000.499.510	PARK RESERVATION FEES	545.00	880.00	100.00	(780.00)	880.0
100.000.499.520	VENDOR PARTICIPATION FEES	50.00	50.00	.00	(50.00)	.0
100.000.499.700	TRANSFER FROM TLT FUND	.00	.00	56,744.00	56,744.00	.0
	TOTAL MISC FEES & TRANSFERS IN	56,324.40	327,654.03	371,876.00	44,221.97	88.1
	TOTAL FUND REVENUE	169,397.47	587,982.62	814,287.00	226,304.38	72.2

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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ADMINISTRATION

PERSONNEL

100.100.526.000	CITY MANAGER	1,351.25	12,161.25	16,216.00	4,054.75	75.0
100.100.526.100	CITY RECORDER	1,404.59	12,641.25	16,856.00	4,214.75	75.0
100.100.526.200	ACCOUNTANT	1,416.67	9,646.94	13,301.00	3,654.06	72.5
100.100.526.300	TOURISM/ECON DEVEL DIRECTOR	638.36	9,905.26	10,787.00	881.74	91.8
100.100.528.100	PUBLIC WORKS SUPERVISOR	276.37	2,491.66	3,317.00	825.34	75.1
100.100.536.000	LIBRARY DIRECTOR	1,123.55	10,111.67	13,485.00	3,373.33	75.0
100.100.537.000	OFFICE SPECIALIST II	379.31	3,550.02	4,871.00	1,320.98	72.9
100.100.590.000	SOCIAL SECURITY	498.25	4,805.42	6,034.00	1,228.58	79.6
100.100.592.000	WORKERS COMPENSATION	1.55	1,015.26	1,538.00	522.74	66.0
100.100.594.000	HEALTH INSURANCE	1,085.41	17,376.99	18,412.00	1,035.01	94.4
100.100.596.000	PERS RETIREMENT	218.74	13,074.97	23,187.00	10,112.03	56.4
100.100.598.000	DISABILITY INSURANCE	8.20	112.90	129.00	16.10	87.5
100.100.599.000	UNEMPLOYMENT	6.51	46.80	712.00	665.20	6.6
TOTAL PERSONNEL		8,408.76	96,940.39	128,845.00	31,904.61	75.2

MATERIALS & SERVICES

100.100.600.000	ELECTRICITY	173.11	2,799.15	2,848.00	48.85	98.3
100.100.600.001	ELECTRICITY - COMMUNITY CENTER	602.25	2,961.87	6,600.00	3,638.13	44.9
100.100.600.100	PROPANE	307.67	1,576.99	1,619.00	42.01	97.4
100.100.601.000	OFFICE EXPENSE	369.40	3,177.23	3,920.00	742.77	81.1
100.100.601.100	POSTAGE	42.16	203.22	512.00	308.78	39.7
100.100.602.000	TELEPHONE & RELATED	98.16	507.45	958.00	450.55	53.0
100.100.604.000	INSURANCE	.00	2,420.86	1,990.00	(430.86)	121.7
100.100.608.000	AUDIT	.00	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	7.06	177.06	.00	(177.06)	.0
100.100.614.000	EQUIPMENT REPAIR & MAINTENANCE	19.54	107.17	500.00	392.83	21.4
100.100.614.100	FUEL	111.84	648.55	1,000.00	351.45	64.9
100.100.616.100	SAFETY/UNIFORMS	10.08	68.23	500.00	431.77	13.7
100.100.617.000	SMALL TOOLS/SHOP SUPPLIES	.67	15.54	125.00	109.46	12.4
100.100.700.000	LEGAL SERVICES	.00	5,647.22	2,561.00	(3,086.22)	220.5
100.100.700.100	MISC LEGAL (NON ATTORNEY)	50.00	177.28	500.00	322.72	35.5
100.100.705.000	PROFESSIONAL SERVICES	16.16	2,505.45	3,318.00	812.55	75.5
100.100.705.300	DATA PROCESSING	476.46	4,548.00	5,112.00	564.00	89.0
100.100.706.000	DUES & CERTIFICATIONS	.00	908.59	812.00	(96.59)	111.9
100.100.707.000	CITY HALL MAINTENANCE	357.78	4,214.11	5,000.00	785.89	84.3
100.100.707.200	CITY HALL ANNEX MAINTENANCE	.00	.00	300.00	300.00	.0
100.100.707.300	COMMUNITY CENTER MAINTENANCE	1,671.20	20,979.18	8,000.00	(12,979.18)	262.2
100.100.708.100	TOOL & EQUIPMENT RENTAL	.00	195.11	100.00	(95.11)	195.1
TOTAL MATERIALS & SERVICES		4,313.54	57,526.74	50,866.00	(6,660.74)	113.1

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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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
100.100.799.000	MISCELLANEOUS EXPENSE	.98	.98	.00 (	.98)	.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
100.100.830.310	TRANSFER TO WATER FUND	50,000.00	50,000.00	50,000.00	.00	100.0
100.100.903.000	EQUIPMENT	35.74	1,432.78	434.00 (	998.78)	330.1
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	50,036.72	65,017.58	81,434.00	16,416.42	79.8
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	TOTAL ADMINISTRATION	62,759.02	219,484.71	261,145.00	41,660.29	84.1
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PUBLIC SAFETY

MATERIALS & SERVICES

100.101.601.000	OFFICE EXPENSE	.52	.52	.00 (.52)	.0
100.101.700.500	CODE ENFORCEMENT/ABATEMENT	.00	69.68	.00 (69.68)	.0

	TOTAL MATERIALS & SERVICES	.52	70.20	.00 (70.20)	.0
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	TOTAL PUBLIC SAFETY	.52	70.20	.00 (70.20)	.0
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PARKS

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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PERSONNEL

100.103.526.000	CITY MANAGER	180.17	1,621.53	2,163.00	541.47 75.0
100.103.526.300	TOURISM/ECON DEVEL DIRECTOR	98.13	1,204.45	1,660.00	455.55 72.6
100.103.528.100	PUBLIC WORKS SUPERVISOR	276.37	2,491.66	3,317.00	825.34 75.1
100.103.530.000	MAINTENANCE OPERATOR 2	643.12	5,633.57	7,378.00	1,744.43 76.4
100.103.530.100	MAINTENANCE OPERATOR 1	1,743.16	11,426.09	22,041.00	10,614.91 51.8
100.103.534.000	PWKS LABORER/JANITOR	197.39	1,759.53	2,338.00	578.47 75.3
100.103.590.000	SOCIAL SECURITY	261.18	2,690.01	2,979.00	288.99 90.3
100.103.592.000	WORKERS COMPENSATION	.80	572.43	867.00	294.57 66.0
100.103.594.000	HEALTH INSURANCE	712.33	9,983.66	13,823.00	3,839.34 72.2
100.103.596.000	PERS RETIREMENT	29.34	7,406.83	11,442.00	4,035.17 64.7
100.103.598.000	DISABILITY INSURANCE	5.39	64.46	61.00	(3.46) 105.7
100.103.599.000	UNEMPLOYMENT	3.41	26.14	405.00	378.86 6.5
	TOTAL PERSONNEL	4,150.79	44,880.36	68,474.00	23,593.64 65.5

MATERIALS & SERVICES

100.103.600.000	ELECTRICITY	398.83	3,935.49	4,740.00	804.51 83.0
100.103.600.100	PROPANE	92.20	472.56	500.00	27.44 94.5
100.103.601.000	OFFICE EXPENSE	94.27	694.97	1,080.00	385.03 64.4
100.103.601.100	POSTAGE	13.20	61.45	159.00	97.55 38.7
100.103.602.000	TELEPHONE & RELATED	45.82	234.43	538.00	303.57 43.6
100.103.603.000	GARBAGE/SANITATION	227.08	2,287.17	2,978.00	690.83 76.8
100.103.604.000	INSURANCE	.00	8,091.53	6,650.00	(1,441.53) 121.7
100.103.608.000	AUDIT	.00	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	78.65	1,025.35	2,500.00	1,474.65 41.0
100.103.614.100	FUEL	402.95	2,336.66	3,500.00	1,163.34 66.8
100.103.616.100	SAFETY/UNIFORMS	201.44	1,555.60	2,000.00	444.40 77.8
100.103.617.000	SMALL TOOLS/SHOP SUPPLIES	14.10	373.98	1,000.00	626.02 37.4
100.103.619.000	PARK MAINTENANCE	6,769.86	20,347.52	15,000.00	(5,347.52) 135.7
100.103.700.000	LEGAL SERVICES	.00	250.56	618.00	367.44 40.5
100.103.700.100	MISC LEGAL (NON ATTORNEY)	21.86	77.51	200.00	122.49 38.8
100.103.705.000	PROFESSIONAL SERVICES	10.92	6,125.71	8,054.00	1,928.29 76.1
100.103.705.300	DATA PROCESSING	316.09	1,675.77	2,018.00	342.23 83.0
100.103.706.000	DUES & CERTIFICATIONS	.00	70.93	116.00	45.07 61.2
100.103.707.000	CITY HALL MAINTENANCE	107.21	1,047.88	500.00	(547.88) 209.6
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	8,794.48	51,988.39	54,246.00	2,257.61 95.8

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY & TRANSFERS</u>					
100.103.709.000	.00	21.85	.00	(21.85)	.0
100.103.715.000	.00	10,000.00	.00	(10,000.00)	.0
100.103.799.000	.00	.00	500.00	500.00	.0
100.103.903.000	6.37	309.51	.00	(309.51)	.0
100.103.904.000	.00	1,000.00	500.00	(500.00)	200.0
100.103.904.200	.00	.00	500.00	500.00	.0
100.103.910.100	.00	.00	500.00	500.00	.0
100.103.913.000	.00	.00	500.00	500.00	.0
100.103.915.000	.00	1,565.00	500.00	(1,065.00)	313.0
	<u>6.37</u>	<u>12,896.36</u>	<u>3,000.00</u>	<u>(9,896.36)</u>	<u>429.9</u>
TOTAL PARKS	12,951.64	109,765.11	125,720.00	15,954.89	87.3
<u>LIBRARY</u>					
<u>PERSONNEL</u>					
100.104.526.000	180.17	1,621.53	2,163.00	541.47	75.0
100.104.536.000	1,123.55	10,111.59	13,485.00	3,373.41	75.0
100.104.536.100	1,301.14	11,719.97	15,153.00	3,433.03	77.3
100.104.590.000	218.51	1,932.97	2,358.00	425.03	82.0
100.104.592.000	.68	404.18	612.00	207.82	66.0
100.104.594.000	154.86	6,585.34	2,550.00	(4,035.34)	258.3
100.104.596.000	.00	6,145.05	9,059.00	2,913.95	67.8
100.104.598.000	1.18	42.88	45.00	2.12	95.3
100.104.599.000	2.86	18.90	286.00	267.10	6.6
	<u>2,982.95</u>	<u>38,582.41</u>	<u>45,711.00</u>	<u>7,128.59</u>	<u>84.4</u>

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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MATERIALS & SERVICES

100.104.600.000 UTILITIES - ELECTRICITY	52.20	599.22	853.00	253.78	70.3
100.104.600.100 UTILITIES - PROPANE	123.07	642.79	1,141.00	498.21	56.3
100.104.601.000 LIBRARY & OFFICE EXPENSE	571.27	2,563.54	4,000.00	1,436.46	64.1
100.104.601.100 POSTAGE	36.80	171.37	442.00	270.63	38.8
100.104.602.000 TELEPHONE & RELATED	45.82	234.43	445.00	210.57	52.7
100.104.604.000 INSURANCE	.00	2,128.85	1,750.00	(378.85)	121.7
100.104.608.000 AUDIT	.00	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	.00	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)	16.38	58.08	150.00	91.92	38.7
100.104.705.000 PROFESSIONAL SERVICES	15.77	852.20	995.00	142.80	85.7
100.104.705.300 DATA PROCESSING	316.09	1,675.77	2,020.00	344.23	83.0
100.104.706.000 DUES & CERTIFICATIONS	.00	688.93	575.00	(113.93)	119.8
100.104.706.100 SUBSCRIPTIONS	(192.02)	215.91	575.00	359.09	37.6
100.104.707.000 LIBRARY MAINTENANCE	143.11	1,398.13	500.00	(898.13)	279.6
TOTAL MATERIALS & SERVICES	1,128.49	13,283.98	15,821.00	2,537.02	84.0

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	505.07	1,512.41	4,000.00	2,487.59	37.8
100.104.730.000 SUMMER READING PROGRAM	883.32	887.38	2,000.00	1,112.62	44.4
100.104.730.100 READY TO READ PROGRAM	1,974.81	1,974.81	2,500.00	525.19	79.0
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	19.86	964.54	.00	(964.54)	.0
100.104.906.000 LIBRARY IMPROVEMENTS	12.54	270.97	500.00	229.03	54.2
TOTAL CAPITAL OUTLAY & TRANSFERS	3,395.60	5,622.96	11,000.00	5,377.04	51.1

TOTAL LIBRARY

	7,507.04	57,489.35	72,532.00	15,042.65	79.3
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PLANNING & DEVELOPMENT

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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PERSONNEL

100.105.526.000	CITY MANAGER	360.33	3,242.97	4,325.00	1,082.03 75.0
100.105.526.100	CITY RECORDER	842.75	7,584.72	10,114.00	2,529.28 75.0
100.105.528.100	PUBLIC WORKS SUPERVISOR	138.19	1,245.87	1,659.00	413.13 75.1
100.105.536.000	LIBRARY DIRECTOR	561.77	5,056.06	6,743.00	1,686.94 75.0
100.105.537.000	OFFICE SPECIALIST II	93.28	1,031.73	1,421.00	389.27 72.6
100.105.590.000	SOCIAL SECURITY	154.16	1,002.99	1,857.00	854.01 54.0
100.105.592.000	WORKERS COMPENSATION	.50	200.27	303.00	102.73 66.1
100.105.594.000	HEALTH INSURANCE	397.00	3,580.69	5,725.00	2,144.31 62.5
100.105.596.000	PERS RETIREMENT	27.88	4,792.46	7,136.00	2,343.54 67.2
100.105.598.000	DISABILITY INSURANCE	3.00	23.66	28.00	4.34 84.5
100.105.599.000	UNEMPLOYMENT	2.02	9.96	142.00	132.04 7.0
TOTAL PERSONNEL		2,580.88	27,771.38	39,453.00	11,681.62 70.4

MATERIALS & SERVICES

100.105.600.000	UTILITIES - ELECTRICITY	35.91	398.41	533.00	134.59 74.8
100.105.600.100	UTILITIES - PROPANE	43.03	220.57	188.00 (	32.57) 117.3
100.105.601.000	OFFICE EXPENSE	141.37	965.68	1,960.00	994.32 49.3
100.105.601.100	POSTAGE	10.42	106.08	147.00	40.92 72.2
100.105.602.000	TELEPHONE & RELATED	53.50	273.79	550.00	276.21 49.8
100.105.604.000	INSURANCE	.00	2,128.85	1,750.00 (	378.85) 121.7
100.105.608.000	AUDIT	.00	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	.00	4,642.16	1,709.00 (	2,933.16) 271.6
100.105.700.100	MISC LEGAL (NON- ATTORNEY)	54.76	458.14	200.00 (	258.14) 229.1
100.105.705.000	PROFESSIONAL SERVICES	5.78	959.27	785.00 (	174.27) 122.2
100.105.705.100	ENGINEERING SERVICES	4,118.01	22,351.66	19,035.00 (	3,316.66) 117.4
100.105.705.200	PLANNING SERVICES	2,214.87	47,251.40	45,000.00 (	2,251.40) 105.0
100.105.705.300	DATA PROCESSING	434.63	3,252.21	3,724.00	471.79 87.3
100.105.706.000	DUES & CERTIFICATIONS	.00	101.24	166.00	64.76 61.0
100.105.707.000	CITY HALL MAINTENANCE	50.05	488.88	500.00	11.12 97.8
100.105.707.200	CITY HALL ANNEX MAINTENANCE	.00	.00	500.00	500.00 .0
TOTAL MATERIALS & SERVICES		7,162.33	86,959.31	80,381.00 (	6,578.31) 108.2

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	11.90	578.24	176.00 (	402.24) 328.6
100.105.904.000	CITY HALL IMPROVEMENTS	.00	1,000.00	500.00 (	500.00) 200.0
TOTAL CAPITAL OUTLAY & TRANSFERS		11.90	1,585.46	1,676.00	90.54 94.6

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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TOTAL PLANNING & DEVELOPMENT	9,755.11	116,316.15	121,510.00	5,193.85	95.7
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BUILDING PROGRAM

PERSONNEL

100.106.526.000 CITY MANAGER	360.33	3,242.97	4,325.00	1,082.03	75.0
100.106.528.100 PUBLIC WORKS SUPERVISOR	414.56	3,737.54	4,975.00	1,237.46	75.1
100.106.530.000 MAINTENANCE OPERATOR 2	321.56	2,816.78	3,689.00	872.22	76.4
100.106.536.000 LIBRARIAN	561.77	5,056.06	6,743.00	1,686.94	75.0
100.106.537.000 OFFICE SPECIALIST II	1,305.98	14,444.16	19,886.00	5,441.84	72.6
100.106.590.000 SOCIAL SECURITY	147.62	1,841.08	3,033.00	1,191.92	60.7
100.106.592.000 WORKERS COMPENSATION	.44	398.99	605.00	206.01	66.0
100.106.594.000 HEALTH INSURANCE	770.06	7,213.17	11,114.00	3,900.83	64.9
100.106.596.000 PERS RETIREMENT	390.46	8,152.11	11,653.00	3,500.89	70.0
100.106.598.000 LIFE/DISABILITY INSURANCE	5.83	47.02	60.00	12.98	78.4
100.106.599.000 UNEMPLOYMENT	1.92	17.77	283.00	265.23	6.3

TOTAL PERSONNEL	4,280.53	46,967.65	66,366.00	19,398.35	70.8
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MATERIALS & SERVICES

100.106.600.000 UTILITIES - ELECTRICITY	13.01	149.31	213.00	63.69	70.1
100.106.600.100 UTILITIES - PROPANE	30.66	157.15	135.00	(22.15)	116.4
100.106.601.000 OFFICE EXPENSE	160.20	972.35	1,508.00	535.65	64.5
100.106.601.100 POSTAGE	26.29	122.40	316.00	193.60	38.7
100.106.602.000 TELEPHONE & RELATED	45.82	223.70	359.00	135.30	62.3
100.106.604.000 INSURANCE	.00	2,797.65	2,299.00	(498.65)	121.7
100.106.608.000 AUDIT	.00	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)	16.38	58.08	200.00	141.92	29.0
100.106.700.350 LOCAL GOVERNMENT SURCHARGE FEE	.00	.00	1,700.00	1,700.00	.0
100.106.705.000 PROFESSIONAL SERVICES	5.31	691.61	1,208.00	516.39	57.3
100.106.705.100 ENGINEERING SERVICES	64.49	395.54	2,991.00	2,595.46	13.2
100.106.705.300 DATA PROCESSING	316.09	11,155.77	11,508.00	352.23	96.9
100.106.706.000 DUES & CERTIFICATIONS	.00	237.44	265.00	27.56	89.6
100.106.707.000 CITY HALL MAINTENANCE	35.66	348.36	500.00	151.64	69.7

TOTAL MATERIALS & SERVICES	713.91	19,996.52	26,445.00	6,448.48	75.6
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CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY & TRANSFERS</u>					
100.106.709.000	.00	6.17	.00	(6.17)	.0
100.106.716.000	.00	.00	14,000.00	14,000.00	.0
100.106.716.100	.00	.00	6,000.00	6,000.00	.0
100.106.716.300	1,789.20	9,163.89	50,000.00	40,836.11	18.3
100.106.717.000	210.00	3,710.00	10,000.00	6,290.00	37.1
100.106.799.000	.00	.00	500.00	500.00	.0
100.106.903.000	11.90	578.24	176.00	(402.24)	328.6
100.106.904.000	.00	1,000.00	500.00	(500.00)	200.0
	<u>2,011.10</u>	<u>14,458.30</u>	<u>81,176.00</u>	<u>66,717.70</u>	<u>17.8</u>
TOTAL CAPITAL OUTLAY & TRANSFERS	<u>2,011.10</u>	<u>14,458.30</u>	<u>81,176.00</u>	<u>66,717.70</u>	<u>17.8</u>
TOTAL BUILDING PROGRAM	<u>7,005.54</u>	<u>81,422.47</u>	<u>173,987.00</u>	<u>92,564.53</u>	<u>46.8</u>
<u>GENERAL FUND CONTINGENCY</u>					
<u>CAPITAL OUTLAY & TRANSFERS</u>					
100.107.880.000	.00	.00	59,393.00	59,393.00	.0
TOTAL CAPITAL OUTLAY & TRANSFERS	<u>.00</u>	<u>.00</u>	<u>59,393.00</u>	<u>59,393.00</u>	<u>.0</u>
TOTAL GENERAL FUND CONTINGENCY	<u>.00</u>	<u>.00</u>	<u>59,393.00</u>	<u>59,393.00</u>	<u>.0</u>
TOTAL FUND EXPENDITURES	<u>99,978.87</u>	<u>584,547.99</u>	<u>814,287.00</u>	<u>229,739.01</u>	<u>71.8</u>
NET REVENUE OVER EXPENDITURES	<u>69,418.60</u>	<u>3,434.63</u>	<u>.00</u>	<u>(3,434.63)</u>	<u>.0</u>

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

LOCAL OPTION LEVY FUND

<u>ASSETS</u>			
101.000.101.000	CASH ALLOC TO LOCAL OPTION LVY		50,379.40
	TOTAL ASSETS		50,379.40
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
101.000.288.000	FUND EQUITY		4,296.95
	REVENUE OVER EXPENDITURES - YTD	46,082.45	
	BALANCE - CURRENT DATE		46,082.45
	TOTAL FUND EQUITY		50,379.40
	TOTAL LIABILITIES AND EQUITY		50,379.40

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

LOCAL OPTION LEVY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
<u>WORKING CAPITAL</u>					
101.000.400.000	.00	.00	575.00	575.00	.0
	.00	.00	575.00	575.00	.0
<u>LEVIED TAXES (PRIOR YEARS)</u>					
101.000.402.000	196.26	6,272.29	3,500.00	(2,772.29)	179.2
	196.26	6,272.29	3,500.00	(2,772.29)	179.2
<u>INTEREST</u>					
101.000.404.000	166.28	1,704.46	1,400.00	(304.46)	121.8
	166.28	1,704.46	1,400.00	(304.46)	121.8
<u>COURT FEES</u>					
101.000.418.000	1,120.00	7,162.00	16,000.00	8,838.00	44.8
101.000.418.100	.00	45.00	600.00	555.00	7.5
101.000.418.110	.00	490.00	500.00	10.00	98.0
101.000.418.200	.00	.00	500.00	500.00	.0
101.000.418.400	14,925.48	27,108.47	67,641.00	40,532.53	40.1
	16,045.48	34,805.47	85,241.00	50,435.53	40.8
<u>TRANSFERS IN</u>					
101.000.459.300	85,000.00	85,000.00	85,000.00	.00	100.0
	85,000.00	85,000.00	85,000.00	.00	100.0
<u>TAXES COLLECTED</u>					
101.000.499.300	6,978.48	288,906.58	287,290.00	(1,616.58)	100.6
	6,978.48	288,906.58	287,290.00	(1,616.58)	100.6
	108,386.50	416,688.80	463,006.00	46,317.20	90.0

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

LOCAL OPTION LEVY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>PERSONNEL</u>					
101.101.526.000	270.25	2,432.25	3,244.00	811.75	75.0
101.101.526.100	561.83	5,056.50	6,743.00	1,686.50	75.0
101.101.526.200	416.67	2,837.32	3,913.00	1,075.68	72.5
101.101.536.000	561.77	5,056.04	6,743.00	1,686.96	75.0
101.101.537.000	2,151.72	23,152.82	31,859.00	8,706.18	72.7
101.101.590.000	189.94	2,538.93	4,019.00	1,480.07	63.2
101.101.592.000	.55	443.62	839.00	395.38	52.9
101.101.594.000	1,147.35	9,998.09	16,572.00	6,573.91	60.3
101.101.596.000	557.80	10,034.50	15,441.00	5,406.50	65.0
101.101.598.000	8.67	65.76	73.00	7.24	90.1
101.101.599.000	2.49	24.48	391.00	366.52	6.3
TOTAL PERSONNEL	5,869.04	61,640.31	89,837.00	28,196.69	68.6
<u>MATERIALS & SERVICES</u>					
101.101.600.000	50.94	557.13	848.00	290.87	65.7
101.101.600.100	36.90	189.14	385.00	195.86	49.1
101.101.601.000	352.86	3,525.87	1,855.00	(1,670.87)	190.1
101.101.601.100	31.54	146.87	387.00	240.13	38.0
101.101.602.000	45.82	234.43	723.00	488.57	32.4
101.101.604.000	.00	3,362.83	2,763.00	(599.83)	121.7
101.101.608.000	.00	2,178.75	2,100.00	(78.75)	103.8
101.101.611.000	.00	51.29	738.00	686.71	7.0
101.101.612.000	392.08	442.08	1,330.00	887.92	33.2
101.101.614.100	193.91	1,124.40	1,600.00	475.60	70.3
101.101.616.100	.00	2.34	300.00	297.66	.8
101.101.700.000	.00	3,617.07	1,000.00	(2,617.07)	361.7
101.101.700.100	27.38	97.09	250.00	152.91	38.8
101.101.700.350	61.00	809.00	1,400.00	591.00	57.8
101.101.700.500	.00	421.31	.00	(421.31)	.0
101.101.705.000	11.54	1,579.33	1,335.00	(244.33)	118.3
101.101.705.100	17,834.17	160,507.53	214,011.00	53,503.47	75.0
101.101.705.300	1,382.91	12,071.57	13,571.00	1,499.43	89.0
101.101.705.400	500.00	5,000.00	6,000.00	1,000.00	83.3
101.101.706.000	.00	91.86	398.00	306.14	23.1
101.101.707.000	42.91	419.16	200.00	(219.16)	209.6
101.101.707.200	.00	.00	200.00	200.00	.0
TOTAL MATERIALS & SERVICES	20,963.96	196,429.05	251,394.00	54,964.95	78.1

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

LOCAL OPTION LEVY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY & TRANSFERS</u>					
101.101.709.000	.00	11.65	.00	(11.65)	.0
101.101.770.000	2,942.67	26,484.03	36,275.00	9,790.97	73.0
101.101.799.000	.00	.00	500.00	500.00	.0
101.101.830.310	85,000.00	85,000.00	85,000.00	.00	100.0
101.101.903.000	21.44	1,041.31	.00	(1,041.31)	.0
TOTAL CAPITAL OUTLAY & TRANSFERS	<u>87,964.11</u>	<u>112,536.99</u>	<u>121,775.00</u>	<u>9,238.01</u>	<u>92.4</u>
TOTAL EXPENDITURES	<u>114,797.11</u>	<u>370,606.35</u>	<u>463,006.00</u>	<u>92,399.65</u>	<u>80.0</u>
TOTAL FUND EXPENDITURES	<u>114,797.11</u>	<u>370,606.35</u>	<u>463,006.00</u>	<u>92,399.65</u>	<u>80.0</u>
NET REVENUE OVER EXPENDITURES	<u>(6,410.61)</u>	<u>46,082.45</u>	<u>.00</u>	<u>(46,082.45)</u>	<u>.0</u>

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

TRANSIENT LODGING TAX FUND

<u>ASSETS</u>			
105.000.101.000	CASH ALLOCATED TO TLT FUND	179,559.81	
	TOTAL ASSETS		179,559.81
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
105.000.288.000	FUND EQUITY	182,699.53	
	REVENUE OVER EXPENDITURES - YTD	(3,139.72)	
	BALANCE - CURRENT DATE	(3,139.72)	
	TOTAL FUND EQUITY		179,559.81
	TOTAL LIABILITIES AND EQUITY		179,559.81

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

TRANSIENT LODGING TAX FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>REVENUE</u>						
<u>WORKING CAPITAL</u>						
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
<u>INTEREST</u>						
105.000.404.000	INTEREST	592.66	6,072.78	200.00	(5,872.78)	3036.4
	TOTAL INTEREST	592.66	6,072.78	200.00	(5,872.78)	3036.4
<u>TRANSIENT LODGING TAX</u>						
105.000.429.000	TRANSIENT LODGING TAX	783.06	79,443.15	132,403.00	52,959.85	60.0
	TOTAL TRANSIENT LODGING TAX	783.06	79,443.15	132,403.00	52,959.85	60.0
	TOTAL FUND REVENUE	1,375.72	85,515.93	296,907.00	211,391.07	28.8

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

TRANSIENT LODGING TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>PERSONNEL</u>					
105.105.526.300	2,698.19	31,046.51	45,637.00	14,590.49	68.0
105.105.590.000	26.82	1,909.38	3,492.00	1,582.62	54.7
105.105.592.000	.04	552.88	672.00	119.12	82.3
105.105.594.000	.00	7,060.90	11,834.00	4,773.10	59.7
105.105.596.000	806.71	9,772.51	13,423.00	3,650.49	72.8
105.105.598.000	.00	45.75	61.00	15.25	75.0
105.105.599.000	.35	17.97	314.00	296.03	5.7
TOTAL PERSONNEL	3,532.11	50,405.90	75,433.00	25,027.10	66.8
<u>MATERIALS & SERVICES</u>					
105.105.601.000	.00	.00	490.00	490.00	.0
105.105.602.000	8.94	40.70	564.00	523.30	7.2
105.105.604.000	.00	941.97	775.00	(166.97)	121.5
105.105.608.000	.00	415.00	400.00	(15.00)	103.8
105.105.611.000	.00	313.10	2,500.00	2,186.90	12.5
105.105.700.000	.00	7.34	1,000.00	992.66	.7
105.105.700.100	4.76	16.88	200.00	183.12	8.4
105.105.705.300	116.22	490.13	582.00	91.87	84.2
105.105.706.000	.00	28.58	879.00	850.42	3.3
TOTAL MATERIALS & SERVICES	129.92	2,253.70	7,390.00	5,136.30	30.5
<u>CAPITAL OUTLAY & TRANSFERS</u>					
105.105.709.000	.00	1.95	.00	(1.95)	.0
105.105.710.000	2,400.00	17,900.00	30,240.00	12,340.00	59.2
105.105.711.000	2,834.59	6,864.91	25,000.00	18,135.09	27.5
105.105.712.000	902.23	1,293.57	2,500.00	1,206.43	51.7
105.105.799.000	.00	.00	1,000.00	1,000.00	.0
105.105.800.000	.00	9,935.62	2,500.00	(7,435.62)	397.4
105.105.840.100	.00	.00	56,744.00	56,744.00	.0
105.105.880.000	.00	.00	96,100.00	96,100.00	.0
TOTAL CAPITAL OUTLAY & TRANSFERS	6,136.82	35,996.05	214,084.00	178,087.95	16.8
TOTAL EXPENDITURES	9,798.85	88,655.65	296,907.00	208,251.35	29.9
TOTAL FUND EXPENDITURES	9,798.85	88,655.65	296,907.00	208,251.35	29.9

CITY OF DAYTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

TRANSIENT LODGING TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(8,423.13)	(3,139.72)	.00	3,139.72	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

ARPA FUND

LIABILITIES AND EQUITY

FUND EQUITY

106,000,288.000	FUND EQUITY	(	42.03)	
	REVENUE OVER EXPENDITURES - YTD		<u>42.03</u>	
	BALANCE - CURRENT DATE		<u>42.03</u>	
	TOTAL FUND EQUITY			<u>.00</u>
	TOTAL LIABILITIES AND EQUITY			<u><u>.00</u></u>

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

ARPA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>CAPITAL OUTLAY & TRANSFERS</u>					
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
 MARCH 31, 2026

DAYTON URA FUND

<u>ASSETS</u>			
107.000.101.000	CASH ALLOCATED TO URA FUND		13,515.57
	TOTAL ASSETS		<u>13,515.57</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
107.000.225.000	DAYTON FIRE TIF PAYABLE		1,057.83
107.000.226.000	DAYTON SD TIF PAYABLE		367.42
	TOTAL LIABILITIES		1,425.25
<u>FUND EQUITY</u>			
	REVENUE OVER EXPENDITURES - YTD	12,090.32	
	BALANCE - CURRENT DATE		12,090.32
	TOTAL FUND EQUITY		<u>12,090.32</u>
	TOTAL LIABILITIES AND EQUITY		<u>13,515.57</u>

CITY OF DAYTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

DAYTON URA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<hr/>						
107.000.404.000	INTEREST	39.91	202.93	.00	(202.93)	.0
	TOTAL REVENUE 404	39.91	202.93	.00	(202.93)	.0
<u>REVENUE 499</u>						
107.000.499.300	TAXES COLLECTED	278.74	13,312.64	7,769.00	(5,543.64)	171.4
	TOTAL REVENUE 499	278.74	13,312.64	7,769.00	(5,543.64)	171.4
	TOTAL FUND REVENUE	318.65	13,515.57	7,769.00	(5,746.57)	174.0

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

DAYTON URA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
107.107.705.000	.00	.00	6,863.00	6,863.00	.0
	.00	.00	6,863.00	6,863.00	.0
<u>CAPITAL OUTLAY & TRANSFERS</u>					
107.107.910.100	7.69	367.42	215.00	(152.42)	170.9
107.107.955.000	22.15	1,057.83	691.00	(366.83)	153.1
	29.84	1,425.25	906.00	(519.25)	157.3
	29.84	1,425.25	7,769.00	6,343.75	18.4
	29.84	1,425.25	7,769.00	6,343.75	18.4
	288.81	12,090.32	.00	(12,090.32)	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

STREET FUND

ASSETS

200.000.101.000	CASH ALLOCATED TO STREET FUND		239,776.93
	TOTAL ASSETS		<u>239,776.93</u>

LIABILITIES AND EQUITY

FUND EQUITY

200.000.288.000	FUND EQUITY		217,585.64
	REVENUE OVER EXPENDITURES - YTD	22,191.30	
	BALANCE - CURRENT DATE		<u>22,191.30</u>
	TOTAL FUND EQUITY		<u>239,776.94</u>
	TOTAL LIABILITIES AND EQUITY		<u>239,776.94</u>

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
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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	791.41	7,163.02	800.00	(6,363.02)	895.4
TOTAL INTEREST	791.41	7,163.02	800.00	(6,363.02)	895.4

STATE HIGHWAY REVENUE

200.000.438.000 STATE HIGHWAY REVENUE	17,563.49	144,842.02	216,531.00	71,688.98	66.9
TOTAL STATE HIGHWAY REVENUE	17,563.49	144,842.02	216,531.00	71,688.98	66.9

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

	18,354.90	152,005.04	396,427.00	244,421.96	38.3
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CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>PERSONNEL</u>					
200.200.526.000 CITY MANAGER	450.42	4,053.78	5,406.00	1,352.22	75.0
200.200.526.200 ACCOUNTANT	333.33	2,269.89	3,130.00	860.11	72.5
200.200.528.100 PUBLIC WORKS SUPERVISOR	829.11	7,474.99	9,950.00	2,475.01	75.1
200.200.530.000 MAINTENANCE OPERATOR 2	643.12	5,633.57	7,378.00	1,744.43	76.4
200.200.530.100 MAINTENANCE OPERATOR 1	939.20	8,328.51	11,878.00	3,549.49	70.1
200.200.534.000 PWKS LABORER/JANITOR	394.78	3,518.53	4,675.00	1,156.47	75.3
200.200.536.000 LIBRARIAN	561.77	5,056.03	6,743.00	1,686.97	75.0
200.200.590.000 SOCIAL SECURITY	342.90	2,675.07	3,765.00	1,089.93	71.1
200.200.592.000 WORKERS COMPENSATION	1.08	549.96	833.00	283.04	66.0
200.200.594.000 HEALTH INSURANCE	826.37	9,767.49	11,762.00	1,994.51	83.0
200.200.596.000 PERS RETIREMENT	.00	8,915.15	14,460.00	5,544.85	61.7
200.200.598.000 LIFE/DISABILITY INSURANCE	6.24	62.97	74.00	11.03	85.1
200.200.599.000 UNEMPLOYMENT	4.48	26.31	389.00	362.69	6.8
TOTAL PERSONNEL	5,332.80	58,332.25	80,443.00	22,110.75	72.5

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
200.200.600.000 UTILITIES - ELECTRICITY	2,045.47	19,248.53	25,881.00	6,632.47	74.4
200.200.600.100 UTILITIES - PROPANE	43.03	220.57	188.00	(32.57)	117.3
200.200.601.000 OFFICE EXPENSE	261.37	2,640.13	3,357.00	716.87	78.7
200.200.601.100 POSTAGE	36.80	171.37	442.00	270.63	38.8
200.200.602.000 TELEPHONE & RELATED	91.74	469.46	1,076.00	606.54	43.6
200.200.603.000 GARBAGE/SANITATION	148.51	1,495.76	1,947.00	451.24	76.8
200.200.604.000 INSURANCE	.00	6,735.09	5,535.00	(1,200.09)	121.7
200.200.608.000 AUDIT	.00	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	1.66	462.86	.00	(462.86)	.0
200.200.614.000 EQUIPMENT REPAIR & MAINTENANCE	174.70	4,710.59	5,000.00	289.41	94.2
200.200.614.100 FUEL	477.43	2,768.53	3,500.00	731.47	79.1
200.200.614.400 STREET/ALLEY REPAIR & MAINT	546.66	3,235.66	20,000.00	16,764.34	16.2
200.200.614.410 GRAVEL	.00	186.55	2,000.00	1,813.45	9.3
200.200.616.000 SUPPLIES	13.40	249.53	1,500.00	1,250.47	16.6
200.200.616.100 SAFETY/UNIFORMS	120.85	762.72	1,000.00	237.28	76.3
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	8.46	187.85	1,500.00	1,312.15	12.5
200.200.700.000 LEGAL SERVICES	.00	635.78	1,510.00	874.22	42.1
200.200.700.100 MISC LEGAL (NON-ATTORNEY)	38.33	135.92	200.00	64.08	68.0
200.200.700.200 TRANSPORTATION SYSTEM PLAN UPD	.00	.00	25,000.00	25,000.00	.0
200.200.705.000 PROFESSIONAL SERVICES	9.57	14,503.92	9,792.00	(4,711.92)	148.1
200.200.705.100 ENGINEERING SERVICES	423.10	2,293.53	8,658.00	6,364.47	26.5
200.200.705.300 DATA PROCESSING	355.61	1,885.24	2,273.00	387.76	82.9
200.200.706.000 DUES & CERTIFICATIONS	.00	70.93	116.00	45.07	61.2
200.200.707.000 CITY HALL MAINTENANCE	50.05	488.88	1,000.00	511.12	48.9
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	4,846.74	69,369.22	129,828.00	60,458.78	53.4
<u>CAPITAL OUTLAY & TRANSFERS</u>					
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	11.90	1,101.61	1,000.00	(101.61)	110.2
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	11.90	2,112.27	186,156.00	184,043.73	1.1
TOTAL EXPENDITURES	10,191.44	129,813.74	396,427.00	266,613.26	32.8

CITY OF DAYTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	10,191.44	129,813.74	396,427.00	266,613.26	32.8
NET REVENUE OVER EXPENDITURES	8,163.46	22,191.30	.00	(22,191.30)	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

WATER FUND

<u>ASSETS</u>			
300.000.101.000	CASH ALLOCATED TO WATER FUND	649,684.87	
	TOTAL ASSETS		649,684.87
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
300.000.222.000	MISCELLANEOUS DEDUCTIONS	150.00	
300.000.270.000	WATER SERVICE DEPOSITS	101,909.25	
	TOTAL LIABILITIES		102,059.25
<u>FUND EQUITY</u>			
300.000.288.000	FUND EQUITY	500,032.02	
	REVENUE OVER EXPENDITURES - YTD	47,593.60	
	BALANCE - CURRENT DATE	47,593.60	
	TOTAL FUND EQUITY		547,625.62
	TOTAL LIABILITIES AND EQUITY		649,684.87

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<u>WORKING CAPITAL</u>						
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
<u>INTEREST</u>						
300.000.404.000	INTEREST	1,807.50	16,112.93	3,700.00	(12,412.93)	435.5
	TOTAL INTEREST	1,807.50	16,112.93	3,700.00	(12,412.93)	435.5
<u>LATE FEES</u>						
300.000.421.300	LATE FEES	994.96	8,010.87	12,000.00	3,989.13	66.8
	TOTAL LATE FEES	994.96	8,010.87	12,000.00	3,989.13	66.8
<u>WATER SERVICE CHARGES</u>						
300.000.450.000	WATER SERVICE CHARGES	82,539.47	734,373.78	1,291,697.00	557,323.22	56.9
	TOTAL WATER SERVICE CHARGES	82,539.47	734,373.78	1,291,697.00	557,323.22	56.9
<u>OTHER WATER FEES</u>						
300.000.451.100	NSF FEES	47.91	355.31	700.00	344.69	50.8
300.000.451.200	WATER OFF/ON FEES	450.00	2,917.08	.00	(2,917.08)	.0
300.000.451.300	BACKFLOW TESTING FEES	10.42	371.31	6,000.00	5,628.69	6.2
	TOTAL OTHER WATER FEES	508.33	3,643.70	6,700.00	3,056.30	54.4
<u>MISCELLANEOUS REVENUE</u>						
300.000.480.000	MISC REVENUE	(42.53)	160.04	200.00	39.96	80.0
300.000.480.100	WATER METERS	900.00	5,654.35	500.00	(5,154.35)	1130.9
300.000.480.101	TRANSFER FROM LOCAL OPTION FND	85,000.00	85,000.00	85,000.00	.00	100.0
300.000.480.102	TRANSFER FROM GENERAL FUND	50,000.00	50,000.00	50,000.00	.00	100.0
300.000.480.200	FISHER LAND RENT	550.00	13,400.00	15,600.00	2,200.00	85.9
300.000.480.500	TRANSFER FROM ST REV SH FUND	.00	.00	5,000.00	5,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	136,407.47	154,214.39	156,300.00	2,085.61	98.7

CITY OF DAYTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	222,257.73	916,355.67	1,889,639.00	973,283.33	48.5

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>PERSONNEL</u>					
300.300.526.000 CITY MANAGER	2,702.50	24,322.50	32,431.00	8,108.50	75.0
300.300.526.100 CITY RECORDER	1,404.59	12,641.31	16,856.00	4,214.69	75.0
300.300.526.200 ACCOUNTANT	3,000.00	20,428.91	28,167.00	7,738.09	72.5
300.300.526.300 TOURISM/ECON DEVEL DIRECTOR	736.01	9,033.53	12,447.00	3,413.47	72.6
300.300.528.100 PUBLIC WORKS SUPERVISOR	1,658.22	14,949.99	19,900.00	4,950.01	75.1
300.300.530.000 MAINTENANCE OPERATOR 2	1,607.80	14,083.92	18,443.00	4,359.08	76.4
300.300.530.100 MAINTENANCE OPERATOR 1	2,650.42	25,518.88	33,522.00	8,003.12	76.1
300.300.534.000 PWKS LABORER/JANITOR	1,381.71	12,313.50	16,360.00	4,046.50	75.3
300.300.536.000 LIBRARIAN	561.77	5,056.03	6,743.00	1,686.97	75.0
300.300.537.000 OFFICE SPECIALIST II	2,760.84	24,728.03	33,891.00	9,162.97	73.0
300.300.590.000 SOCIAL SECURITY	1,457.57	14,158.97	16,741.00	2,582.03	84.6
300.300.592.000 WORKERS COMPENSATION	4.57	322.42	3,764.00	3,441.58	8.6
300.300.594.000 HEALTH INSURANCE	3,865.79	44,091.26	56,523.00	12,431.74	78.0
300.300.596.000 PERS RETIREMENT	275.83	37,168.94	64,341.00	27,172.06	57.8
300.300.598.000 LIFE/DISABILITY INSURANCE	29.21	285.45	316.00	30.55	90.3
300.300.599.000 UNEMPLOYMENT	19.06	117.70	1,756.00	1,638.30	6.7
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TOTAL PERSONNEL	24,115.89	259,221.34	362,201.00	102,979.66	71.6

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
300.300.600.000 UTILITIES - ELECTRICITY	2,527.84	23,705.87	36,517.00	12,811.13	64.9
300.300.600.100 UTILITIES - PROPANE	55.30	295.43	1,059.00	763.57	27.9
300.300.601.000 OFFICE EXPENSE	1,526.29	12,643.07	15,680.00	3,036.93	80.6
300.300.601.100 POSTAGE	958.17	4,148.95	5,060.00	911.05	82.0
300.300.602.000 TELEPHONE & RELATED	658.00	3,999.77	6,006.00	2,006.23	66.6
300.300.604.000 INSURANCE	.00	21,307.39	17,510.00	(3,797.39)	121.7
300.300.608.000 AUDIT	.00	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	14.95	2,385.55	2,366.00	(19.55)	100.8
300.300.614.000 EQUIPMENT REPAIR & MAINTENANCE	320.16	2,731.32	10,000.00	7,268.68	27.3
300.300.614.100 FUEL	522.12	3,027.64	4,500.00	1,472.36	67.3
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	1,862.37	27,794.58	45,000.00	17,205.42	61.8
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	2,142.93	11,236.90	17,000.00	5,763.10	66.1
300.300.616.100 SAFETY/UNIFORMS	322.31	2,232.13	5,000.00	2,767.87	44.6
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	22.56	498.96	2,500.00	2,001.04	20.0
300.300.700.000 LEGAL SERVICES	.00	30,694.09	7,672.00	(23,022.09)	400.1
300.300.700.100 MISC LEGAL (NON-ATTY)	82.14	656.82	500.00	(156.82)	131.4
300.300.705.000 PROFESSIONAL SERVICES	246.09	54,581.73	75,058.00	20,476.27	72.7
300.300.705.100 ENGINEERING SERVICES	1,365.05	13,909.44	26,118.00	12,208.56	53.3
300.300.705.300 DATA PROCESSING	4,546.17	27,910.64	32,813.00	4,902.36	85.1
300.300.706.000 DUES & CERTIFICATIONS	101.81	8,161.15	9,892.00	1,730.85	82.5
300.300.707.000 CITY HALL MAINTENANCE	64.30	628.17	1,000.00	371.83	62.8
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	17,338.56	278,866.39	372,800.00	93,933.61	74.8

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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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	387.00	8,513.00	5,000.00	(3,513.00)	170.3
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
300.300.850.100	TRANSFER TO GENERAL FUND	50,000.00	50,000.00	50,000.00	.00	100.0
300.300.850.101	TRANSFER TO LOCAL OPN LEV FUND	85,000.00	85,000.00	85,000.00	.00	100.0
300.300.850.500	TRANSFER TO ST REV SHARIN FUND	.00	5,000.00	5,000.00	.00	100.0
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	59.57	3,651.81	15,000.00	11,348.19	24.4
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	135,446.57	160,472.72	873,990.00	713,517.28	18.4
	TOTAL EXPENDITURES	176,901.02	698,560.45	1,608,991.00	910,430.55	43.4

WATER TREATMENT FACILITY

PERSONNEL

300.301.526.000	CITY MANAGER	450.42	4,053.78	5,406.00	1,352.22	75.0
300.301.526.200	ACCOUNTANT	166.67	1,134.92	1,565.00	430.08	72.5
300.301.528.100	PUBLIC WORKS SUPERVISOR	1,658.22	14,949.99	19,900.00	4,950.01	75.1
300.301.530.000	MAINTENANCE OPERATOR 2	1,607.80	14,083.91	18,443.00	4,359.09	76.4
300.301.530.100	MAINTENANCE OPERATOR 1	1,562.83	14,265.62	19,771.00	5,505.38	72.2
300.301.534.000	PWKS LABORER/JANITOR	710.60	6,332.81	8,414.00	2,081.19	75.3
300.301.536.000	LIBRARIAN	.00	(.01)	.00	.01	.0
300.301.590.000	SOCIAL SECURITY	511.03	4,150.07	5,625.00	1,474.93	73.8
300.301.592.000	WORKERS COMPENSATION	1.61	858.07	1,299.00	440.93	66.1
300.301.594.000	HEALTH INSURANCE	1,317.69	15,386.55	18,375.00	2,988.45	83.7
300.301.596.000	PERS RETIREMENT	.00	13,938.45	21,619.00	7,680.55	64.5
300.301.598.000	LIFE/DISABILITY INSURANCE	9.96	98.43	108.00	9.57	91.1
300.301.599.000	UNEMPLOYMENT	6.68	40.72	606.00	565.28	6.7
	TOTAL PERSONNEL	8,003.51	89,293.31	121,131.00	31,837.69	73.7

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
300.301.600.000	1,032.23	10,278.74	25,852.00	15,573.26	39.8
300.301.600.100	36.90	189.14	1,586.00	1,396.86	11.9
300.301.601.000	64.35	388.31	602.00	213.69	64.5
300.301.601.100	62.63	266.91	283.00	16.09	94.3
300.301.602.000	451.98	2,265.55	5,063.00	2,797.45	44.8
300.301.604.000	.00	23,568.13	19,368.00	(4,200.13)	121.7
300.301.608.000	.00	1,307.25	1,260.00	(47.25)	103.8
300.301.611.000	.00	27.75	.00	(27.75)	.0
300.301.612.000	.83	778.83	.00	(778.83)	.0
300.301.614.000	.00	5,452.74	10,000.00	4,547.26	54.5
300.301.614.100	402.95	2,336.66	5,000.00	2,663.34	46.7
300.301.616.000	180.71	1,051.45	10,000.00	8,948.55	10.5
300.301.616.100	120.85	778.83	2,000.00	1,221.17	38.9
300.301.617.000	8.46	213.49	1,500.00	1,286.51	14.2
300.301.700.000	.00	226.16	5,000.00	4,773.84	4.5
300.301.700.100	54.76	194.17	500.00	305.83	38.8
300.301.705.000	13.23	13,745.06	10,937.00	(2,808.06)	125.7
300.301.705.100	96.79	2,102.15	24,133.00	22,030.85	8.7
300.301.705.300	1,976.75	11,139.78	12,102.00	962.22	92.1
300.301.706.000	.00	203.06	331.00	127.94	61.4
300.301.707.000	42.91	419.16	1,000.00	580.84	41.9
300.301.707.001	136.81	3,358.88	12,000.00	8,641.12	28.0
300.301.707.200	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS & SERVICES	4,683.14	80,292.20	149,517.00	69,224.80	53.7
<u>CAPITAL OUTLAY & TRANSFERS</u>					
300.301.709.000	.00	15.54	.00	(15.54)	.0
300.301.799.000	.00	150.00	.00	(150.00)	.0
300.301.903.000	4.74	450.57	10,000.00	9,549.43	4.5
TOTAL CAPITAL OUTLAY & TRANSFERS	4.74	616.11	10,000.00	9,383.89	6.2
TOTAL WATER TREATMENT FACILITY	12,691.39	170,201.62	280,648.00	110,446.38	60.7
TOTAL FUND EXPENDITURES	189,592.41	868,762.07	1,889,639.00	1,020,876.93	46.0
NET REVENUE OVER EXPENDITURES	32,665.32	47,593.60	.00	(47,593.60)	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

SEWER FUND

<u>ASSETS</u>			
400.000.101.000	CASH ALLOCATED TO SEWER FUND	342,543.29	
	TOTAL ASSETS		342,543.29
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
400.000.270.000	SEWER SERVICE DEPOSITS	3,798.25	
	TOTAL LIABILITIES		3,798.25
<u>FUND EQUITY</u>			
400.000.288.000	FUND EQUITY	86,444.94	
	REVENUE OVER EXPENDITURES - YTD	252,300.09	
	BALANCE - CURRENT DATE	252,300.09	
	TOTAL FUND EQUITY		338,745.03
	TOTAL LIABILITIES AND EQUITY		342,543.28

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
<u>WORKING CAPITAL</u>					
400.000.400.000	.00	.00	24,438.00	24,438.00	.0
	.00	.00	24,438.00	24,438.00	.0
<u>INTEREST</u>					
400.000.404.000	1,118.07	6,011.61	2,600.00	(3,411.61)	231.2
	1,118.07	6,011.61	2,600.00	(3,411.61)	231.2
<u>SEWER SERVICE CHARGES</u>					
400.000.450.000	88,904.15	666,499.69	1,056,096.00	389,596.31	63.1
	88,904.15	666,499.69	1,056,096.00	389,596.31	63.1
<u>OTHER SEWER FEES</u>					
400.000.451.100	25.80	193.45	250.00	56.55	77.4
400.000.451.300	535.75	4,313.56	2,900.00	(1,413.56)	148.7
	561.55	4,507.01	3,150.00	(1,357.01)	143.1
<u>MISCELLANEOUS REVENUE</u>					
400.000.480.000	.00	.00	200.00	200.00	.0
	.00	.00	200.00	200.00	.0
	90,583.77	677,018.31	1,086,484.00	409,465.69	62.3

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>PERSONNEL</u>					
400.400.526.000 CITY MANAGER	2,702.50	24,322.50	32,431.00	8,108.50	75.0
400.400.526.100 CITY RECORDER	1,404.58	12,641.30	16,856.00	4,214.70	75.0
400.400.526.200 ACCOUNTANT	2,999.99	20,428.83	28,167.00	7,738.17	72.5
400.400.526.300 TOURISM/ECON DEVEL DIRECTOR	736.01	9,033.53	12,447.00	3,413.47	72.6
400.400.528.100 PUBLIC WORKS SUPERVISOR	1,658.22	14,949.99	19,900.00	4,950.01	75.1
400.400.530.000 MAINTENANCE OPERATOR 2	1,607.79	14,083.89	18,443.00	4,359.11	76.4
400.400.530.100 MAINTENANCE OPERATOR 1	2,496.39	23,746.53	31,569.00	7,822.47	75.2
400.400.534.000 PWKS LABORER/JANITOR	1,263.27	11,258.17	14,958.00	3,699.83	75.3
400.400.536.000 LIBRARIAN	561.78	5,056.05	6,743.00	1,686.95	75.0
400.400.537.000 OFFICE SPECIALIST II	2,760.84	24,728.00	33,891.00	9,163.00	73.0
400.400.590.000 SOCIAL SECURITY	1,433.56	11,720.32	16,484.00	4,763.68	71.1
400.400.592.000 WORKERS COMPENSATION	4.52	2,425.54	3,672.00	1,246.46	66.1
400.400.594.000 HEALTH INSURANCE	3,801.01	43,076.15	55,910.00	12,833.85	77.1
400.400.596.000 PERS RETIREMENT	275.83	36,535.52	63,355.00	26,819.48	57.7
400.400.598.000 LIFE/DISABILITY INSURANCE	28.72	278.87	311.00	32.13	89.7
400.400.599.000 UNEMPLOYMENT	18.73	115.02	1,714.00	1,598.98	6.7
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TOTAL PERSONNEL	23,753.74	254,400.21	356,851.00	102,450.79	71.3

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
400.400.600.000 UTILITIES - ELECTRICITY	2,954.08	17,811.49	44,444.00	26,632.51	40.1
400.400.600.100 UTILITIES - PROPANE	270.68	1,387.32	1,183.00	(204.32)	117.3
400.400.600.200 UTILITIES - WATER	1,784.87	6,562.45	18,965.00	12,402.55	34.6
400.400.601.000 OFFICE EXPENSE	1,546.81	12,763.75	14,700.00	1,936.25	86.8
400.400.601.100 POSTAGE	1,073.40	4,646.98	5,693.00	1,046.02	81.6
400.400.602.000 TELEPHONE & RELATED	472.74	2,401.99	3,444.00	1,042.01	69.7
400.400.604.000 INSURANCE	.00	19,065.50	15,667.00	(3,398.50)	121.7
400.400.608.000 AUDIT	.00	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	223.94	2,256.14	.00	(2,256.14)	.0
400.400.614.000 EQUIPMENT REPAIR & MAINTENANCE	241.90	3,063.26	7,500.00	4,436.74	40.8
400.400.614.100 FUEL	596.87	2,720.24	5,000.00	2,279.76	54.4
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	.00	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	2,348.30	16,748.72	20,000.00	3,251.28	83.7
400.400.616.100 SAFETY/UNIFORMS	241.84	2,435.96	3,500.00	1,064.04	69.6
400.400.617.000 SHOP SUPPLIES/SMALL TOOLS	16.94	377.78	1,000.00	622.22	37.8
400.400.700.000 LEGAL SERVICES	.00	336.74	1,000.00	663.26	33.7
400.400.700.100 MISC LEGAL (NON-ATTORNEY)	109.41	489.94	500.00	10.06	98.0
400.400.705.000 PROFESSIONAL SERVICES	37.75	13,437.84	12,668.00	(769.84)	106.1
400.400.705.100 ENGINEERING SERVICES	1,218.06	3,926.28	17,135.00	13,208.72	22.9
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	1,489.10	9,124.72	11,105.00	1,980.28	82.2
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	314.73	3,074.99	2,500.00	(574.99)	123.0
TOTAL MATERIALS & SERVICES	14,941.42	155,992.02	244,640.00	88,647.98	63.8

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY & TRANSFERS</u>					
400.400.709.000	.00	43.77	.00	(43.77)	.0
400.400.710.000	.00	4,452.27	7,500.00	3,047.73	59.4
400.400.751.000	825.00	5,769.79	7,000.00	1,230.21	82.4
400.400.799.000	.00	77.00	4,500.00	4,423.00	1.7
400.400.840.000	.00	.00	19,850.00	19,850.00	.0
400.400.850.000	.00	.00	204,407.00	204,407.00	.0
400.400.861.100	.00	.00	220,020.00	220,020.00	.0
400.400.880.000	.00	.00	18,116.00	18,116.00	.0
400.400.903.000	63.57	3,306.99	100.00	(3,206.99)	3307.0
400.400.904.000	.00	676.17	500.00	(176.17)	135.2
400.400.904.001	.00	.00	500.00	500.00	.0
400.400.904.200	.00	.00	500.00	500.00	.0
400.400.905.000	.00	.00	1,000.00	1,000.00	.0
400.400.910.000	.00	.00	1,000.00	1,000.00	.0
TOTAL CAPITAL OUTLAY & TRANSFERS	888.57	14,325.99	484,993.00	470,667.01	3.0
TOTAL EXPENDITURES	39,583.73	424,718.22	1,086,484.00	661,765.78	39.1
TOTAL FUND EXPENDITURES	39,583.73	424,718.22	1,086,484.00	661,765.78	39.1
NET REVENUE OVER EXPENDITURES	51,000.04	252,300.09	.00	(252,300.09)	.0

CITY OF DAYTON
BALANCE SHEET
MARCH 31, 2026

STORMWATER FUND

<u>ASSETS</u>			
450.000.101.000	CASH ALLOCATED TO STORMWATER	3,278.25	
	TOTAL ASSETS		3,278.25
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
	REVENUE OVER EXPENDITURES - YTD	3,278.25	
	BALANCE - CURRENT DATE	3,278.25	
	TOTAL FUND EQUITY		3,278.25
	TOTAL LIABILITIES AND EQUITY		3,278.25

CITY OF DAYTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

STORMWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
450.000.404.000	10.82	778.25	.00	(778.25)	.0
	10.82	778.25	.00	(778.25)	.0
<u>LOAN PROCEEDS</u>					
450.000.441.000	.00	70,950.00	.00	(70,950.00)	.0
	.00	70,950.00	.00	(70,950.00)	.0
<u>STORMWATER CHARGES</u>					
450.000.450.000	.00	.00	25,380.00	25,380.00	.0
	.00	.00	25,380.00	25,380.00	.0
	10.82	71,728.25	25,380.00	(46,348.25)	282.6

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
<u>MATERIALS & SERVICES</u>						
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
<u>CAPITAL OUTLAY & TRANSFERS</u>						
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	10.82	3,278.25	.00	(3,278.25)	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

STATE REVENUE SHARING FUND

<u>ASSETS</u>			
500.000.101.000	CASH ALLOC TO STATE REV SHARNG		33,397.86
	TOTAL ASSETS		33,397.86
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
500.000.288.000	FUND EQUITY		1,225.45
	REVENUE OVER EXPENDITURES - YTD	32,172.41	
	BALANCE - CURRENT DATE		32,172.41
	TOTAL FUND EQUITY		33,397.86
	TOTAL LIABILITIES AND EQUITY		33,397.86

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

STATE REVENUE SHARING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<u>INTEREST</u>						
500.000.404.000	INTEREST	110.23	566.74	100.00	(466.74)	566.7
	TOTAL INTEREST	110.23	566.74	100.00	(466.74)	566.7
<u>STATE OF OREGON</u>						
500.000.424.000	STATE OF OREGON	.00	42,465.04	27,106.00	(15,359.04)	156.7
	TOTAL STATE OF OREGON	.00	42,465.04	27,106.00	(15,359.04)	156.7
<u>TRANSFERS IN</u>						
500.000.459.300	TRANSFER FROM WATER FUND	.00	5,000.00	5,000.00	.00	100.0
	TOTAL TRANSFERS IN	.00	5,000.00	5,000.00	.00	100.0
<u>MISCELLANEOUS REVENUE</u>						
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	110.23	48,971.24	32,206.00	(16,765.24)	152.1

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

STATE REVENUE SHARING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
<u>MATERIALS & SERVICES</u>						
500.500.604.000	INSURANCE	.00	1,648.48	1,354.00	(294.48)	121.8
500.500.608.000	AUDIT	.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	.00	5,222.09	3,568.00	(1,654.09)	146.4
<u>CAPITAL OUTLAY & TRANSFERS</u>						
500.500.752.000	CITY COUNCIL EXPENSE	62.45	2,391.56	2,100.00	(291.56)	113.9
500.500.752.100	CITY/COUNTY DINNER	100.00	100.00	.00	(100.00)	.0
500.500.752.400	COMMUNITY-WIDE CLEAN-UP	.00	.00	4,000.00		4,000.00 .0
500.500.752.600	COMMUNITY EVENTS	34.10	9,085.18	10,500.00		1,414.82 86.5
500.500.799.000	MISC EXPENSE	.00	.00	7,038.00		7,038.00 .0
500.500.830.310	TRANSFER TO STATE REV SH FUND	.00	.00	5,000.00		5,000.00 .0
	TOTAL CAPITAL OUTLAY & TRANSFERS	196.55	11,576.74	28,638.00		17,061.26 40.4
	TOTAL EXPENDITURES	196.55	16,798.83	32,206.00		15,407.17 52.2
	TOTAL FUND EXPENDITURES	196.55	16,798.83	32,206.00		15,407.17 52.2
	NET REVENUE OVER EXPENDITURES	(86.32)	32,172.41	.00	(32,172.41)	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

WATER SYS CAPITAL PROJ FUND

<u>ASSETS</u>			
600.000.101.000	CASH ALLOC TO WATR SYS CAP PRJ		115,679.76
	TOTAL ASSETS		<u>115,679.76</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
600.000.288.000	FUND EQUITY		160,825.31
	REVENUE OVER EXPENDITURES - YTD	(45,145.55)	
	BALANCE - CURRENT DATE		(45,145.55)
	TOTAL FUND EQUITY		<u>115,679.76</u>
	TOTAL LIABILITIES AND EQUITY		<u>115,679.76</u>

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER SYS CAPITAL PROJ FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<u>WORKING CAPITAL</u>						
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
<u>INTEREST</u>						
600.000.404.000	INTEREST	381.81	4,436.08	2,700.00	(1,736.08)	164.3
	TOTAL INTEREST	381.81	4,436.08	2,700.00	(1,736.08)	164.3
<u>SYSTEM DEVELOPMENT CHANGES</u>						
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
<u>TRNSFRS IN & CITY OF LAFAYETTE</u>						
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	381.81	4,986.08	1,577,950.00	1,572,963.92	.3

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

WATER SYS CAPITAL PROJ FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>CAPITAL OUTLAY & TRANSFERS</u>					
600.600.880.000	.00	.00	9,397.00	9,397.00	.0
600.600.910.100	.00	.00	5,000.00	5,000.00	.0
600.600.920.100	6,008.00	20,706.80	1,268,750.00	1,248,043.20	1.6
600.600.920.300	.00	.00	5,000.00	5,000.00	.0
600.600.920.350	.00	9,641.77	.00	(9,641.77)	.0
600.600.920.400	.00	.00	22,875.00	22,875.00	.0
600.600.930.100	.00	.00	96,928.00	96,928.00	.0
600.600.930.200	.00	.00	70,000.00	70,000.00	.0
600.600.930.500	4,125.00	4,125.00	.00	(4,125.00)	.0
600.600.930.600	.00	15,658.06	100,000.00	84,341.94	15.7
TOTAL CAPITAL OUTLAY & TRANSFERS	10,133.00	50,131.63	1,577,950.00	1,527,818.37	3.2
TOTAL EXPENDITURES	10,133.00	50,131.63	1,577,950.00	1,527,818.37	3.2
TOTAL FUND EXPENDITURES	10,133.00	50,131.63	1,577,950.00	1,527,818.37	3.2
NET REVENUE OVER EXPENDITURES	(9,751.19)	(45,145.55)	.00	45,145.55	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

SEWER RESERVE FUND

ASSETS

700.000.101.000	CASH ALLOC TO SEWER RESERVE		290,096.33
	TOTAL ASSETS		<u>290,096.33</u>

LIABILITIES AND EQUITY

FUND EQUITY

700.000.288.000	FUND EQUITY		708,256.77
	REVENUE OVER EXPENDITURES - YTD	(418,160.44)	
	BALANCE - CURRENT DATE	(418,160.44)	
	TOTAL FUND EQUITY		<u>290,096.33</u>
	TOTAL LIABILITIES AND EQUITY		<u>290,096.33</u>

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

SEWER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<u>WORKING CAPITAL</u>						
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
<u>INTEREST</u>						
700.000.404.000	INTEREST	957.50	9,937.11	1,600.00	(8,337.11)	621.1
	TOTAL INTEREST	957.50	9,937.11	1,600.00	(8,337.11)	621.1
<u>SYSTEM IMPROVEMENT GRANTS/LOAN</u>						
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
<u>UTILITY BRIDGE DEQ LOANS</u>						
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
<u>TRANSFERS IN</u>						
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	 957.50	 315,676.89	 1,232,863.00	 917,186.11	 25.6

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

SEWER RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>CAPITAL OUTLAY & TRANSFERS</u>					
700.700.880.000	.00	.00	92,863.00	92,863.00	.0
700.700.910.000	.00	.00	20,000.00	20,000.00	.0
700.700.910.105	.00	12,792.50	20,000.00	7,207.50	64.0
700.700.910.410	.00	402,877.02	500,000.00	97,122.98	80.6
700.700.920.000	10,552.60	318,167.81	600,000.00	281,832.19	53.0
	<u>10,552.60</u>	<u>733,837.33</u>	<u>1,232,863.00</u>	<u>499,025.67</u>	<u>59.5</u>
TOTAL CAPITAL OUTLAY & TRANSFERS					
	<u>10,552.60</u>	<u>733,837.33</u>	<u>1,232,863.00</u>	<u>499,025.67</u>	<u>59.5</u>
TOTAL EXPENDITURES					
	<u>10,552.60</u>	<u>733,837.33</u>	<u>1,232,863.00</u>	<u>499,025.67</u>	<u>59.5</u>
TOTAL FUND EXPENDITURES					
	<u>10,552.60</u>	<u>733,837.33</u>	<u>1,232,863.00</u>	<u>499,025.67</u>	<u>59.5</u>
NET REVENUE OVER EXPENDITURES	(9,595.10)	(418,160.44)	.00	418,160.44	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

EQUIP REPLACEMENT RESERVE FUND

ASSETS

750.000.101.000	CASH ALLOC TO EQUIP REPLACE RS	(8,440.90)	
	TOTAL ASSETS		(8,440.90)

LIABILITIES AND EQUITY

FUND EQUITY

750.000.288.000	FUND EQUITY		3,961.73	
	REVENUE OVER EXPENDITURES - YTD	(	12,402.63)
	BALANCE - CURRENT DATE	(	12,402.63)
	TOTAL FUND EQUITY		(8,440.90)
	TOTAL LIABILITIES AND EQUITY		(8,440.90)

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

EQUIP REPLACEMENT RESERVE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>REVENUE</u>						
<u>WORKING CAPIITAL</u>						
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
<u>INTEREST</u>						
750.000.404.000	INTEREST	.00	106.54	300.00	193.46	35.5
	TOTAL INTEREST	.00	106.54	300.00	193.46	35.5
<u>TRANSFERS IN & MISC REVENUE</u>						
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	.00	106.54	44,817.00	44,710.46	.2

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

EQUIP REPLACEMENT RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
<u>CAPITAL OUTLAY & TRANSFERS</u>						
750.750.880.000	CONTINGENCY	.00	.00	4,177.00	4,177.00	.0
750.750.903.000	EQUIPMENT	8,687.52	8,687.52	25,140.00	16,452.48	34.6
750.750.903.200	REPLACE MOWER	.00	.00	12,000.00	12,000.00	.0
750.750.903.400	LEAF VAC	.00	3,821.65	3,500.00	(321.65)	109.2
TOTAL CAPITAL OUTLAY & TRANSFERS		8,687.52	12,509.17	44,817.00	32,307.83	27.9
TOTAL EXPENDITURES		8,687.52	12,509.17	44,817.00	32,307.83	27.9
TOTAL FUND EXPENDITURES		8,687.52	12,509.17	44,817.00	32,307.83	27.9
NET REVENUE OVER EXPENDITURES		(8,687.52)	(12,402.63)	.00	12,402.63	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

BUILDING RESERVE FUND

<u>ASSETS</u>			
760.000.101.000	CASH ALLOC TO BLDG RESERVE		346,482.56
	TOTAL ASSETS		346,482.56
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
760.000.288.000	FUND EQUITY		354,616.42
	REVENUE OVER EXPENDITURES - YTD	(8,133.86)	
	BALANCE - CURRENT DATE	(8,133.86)	
	TOTAL FUND EQUITY		346,482.56
	TOTAL LIABILITIES AND EQUITY		346,482.56

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

BUILDING RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<u>WORKING CAPITAL</u>						
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
<u>INTEREST</u>						
760.000.404.000	INTEREST	1,143.60	11,703.59	900.00	(10,803.59)	1300.4
	TOTAL INTEREST	1,143.60	11,703.59	900.00	(10,803.59)	1300.4
<u>TRANSFERS IN</u>						
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
<u>GRANTS</u>						
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	 1,143.60	 11,703.59	 866,529.00	 854,825.41	 1.4

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

BUILDING RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>EXPENDITURES</u>						
<u>CAPITAL OUTLAY & TRANSFERS</u>						
760.760.880.000	CONTINGENCY	.00	.00	903.00	903.00	.0
760.760.930.000	BUILDING CONSTRUCTION	749.00	14,418.25	865,626.00	851,207.75	1.7
760.760.930.100	CITY MAINT SHOP IMPROVEMENTS	5,419.20	5,419.20	.00	(5,419.20)	.0
	TOTAL CAPITAL OUTLAY & TRANSFERS	6,168.20	19,837.45	866,529.00	846,691.55	2.3
	TOTAL EXPENDITURES	6,168.20	19,837.45	866,529.00	846,691.55	2.3
	TOTAL FUND EXPENDITURES	6,168.20	19,837.45	866,529.00	846,691.55	2.3
	NET REVENUE OVER EXPENDITURES	(5,024.60)	(8,133.86)	.00	8,133.86	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

STREET RESERVE FUND

<u>ASSETS</u>			
770.000.101.000	CASH ALLOC TO STREET RESERVE		186,113.73
	TOTAL ASSETS		186,113.73
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
770.000.288.000	FUND EQUITY		181,131.72
	REVENUE OVER EXPENDITURES - YTD	4,982.01	
	BALANCE - CURRENT DATE		4,982.01
	TOTAL FUND EQUITY		186,113.73
	TOTAL LIABILITIES AND EQUITY		186,113.73

CITY OF DAYTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

STREET RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<u>WORKING CAPITAL</u>						
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
<u>INTEREST</u>						
770.000.404.000	INTEREST	614.29	6,027.51	1,500.00	(4,527.51)	401.8
	TOTAL INTEREST	614.29	6,027.51	1,500.00	(4,527.51)	401.8
	TOTAL FUND REVENUE	614.29	6,027.51	179,959.00	173,931.49	3.4

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

STREET RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>MATERIALS & SERVICES</u>					
770.770.700.000	.00	465.50	.00	(465.50)	.0
TOTAL MATERIALS & SERVICES	.00	465.50	.00	(465.50)	.0
<u>CAPITAL OUTLAY & TRANSFERS</u>					
770.770.880.000	.00	.00	169,959.00	169,959.00	.0
770.770.910.000	.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	614.29	4,982.01	.00	(4,982.01)	.0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

PARKS RESERVE FUND

<u>ASSETS</u>			
780.000.101.000	CASH ALLOC TO PARKS RESERVE		33,883.34
	TOTAL ASSETS		<u>33,883.34</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
780.000.288.000	FUND EQUITY		21,299.92
	REVENUE OVER EXPENDITURES - YTD	<u>12,583.42</u>	
	BALANCE - CURRENT DATE		<u>12,583.42</u>
	TOTAL FUND EQUITY		<u>33,883.34</u>
	TOTAL LIABILITIES AND EQUITY		<u>33,883.34</u>

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

PARKS RESERVE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>REVENUE</u>						
<u>WORKING CAPITAL</u>						
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
<u>INTEREST</u>						
780.000.404.000	INTEREST	111.84	813.85	1,500.00	686.15	54.3
	TOTAL INTEREST	111.84	813.85	1,500.00	686.15	54.3
<u>STATE OF OREGON PARKS GRANT</u>						
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	111.84	30,272.60	35,661.00	5,388.40	84.9

CITY OF DAYTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING MARCH 31, 2026

PARKS RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>MATERIALS & SERVICES</u>					
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
<u>CAPITAL OUTLAY & TRANSFERS</u>					
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	111.84	12,583.42	.00	(12,583.42) .0

CITY OF DAYTON
 BALANCE SHEET
 MARCH 31, 2026

DEBT SERVICE FUND

ASSETS

850.000.101.000	CASH ALLOCATED TO DEBT SERVICE	210,861.92	
	TOTAL ASSETS		<u>210,861.92</u>

LIABILITIES AND EQUITY

FUND EQUITY

850.000.288.000	FUND EQUITY	493,417.38	
	REVENUE OVER EXPENDITURES - YTD	(282,555.46)	
	BALANCE - CURRENT DATE	(282,555.46)	
	TOTAL FUND EQUITY		<u>210,861.92</u>
	TOTAL LIABILITIES AND EQUITY		<u>210,861.92</u>

CITY OF DAYTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<u>WORKING CAPITAL</u>						
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
<u>INTEREST</u>						
850.000.404.000	INTEREST	695.97	11,688.19	1,700.00	(9,988.19)	687.5
	TOTAL INTEREST	695.97	11,688.19	1,700.00	(9,988.19)	687.5
<u>TRANSFERS IN & LOAN & LAFAYETT</u>						
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	695.97	11,688.19	766,529.00	754,840.81	1.5

CITY OF DAYTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING MARCH 31, 2026

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>CAPITAL OUTLAY & TRANSFERS</u>					
850.850.774.000	.00	128,470.55	151,736.00	23,265.45	84.7
850.850.775.100	.00	32,594.87	.00	(32,594.87)	.0
850.850.775.200	.00	18,437.35	.00	(18,437.35)	.0
850.850.776.000	.00	14,862.49	14,863.00	.51	100.0
850.850.778.000	.00	14,448.89	14,449.00	.11	100.0
850.850.778.100	.00	3,181.50	3,182.00	.50	100.0
850.850.779.000	.00	.00	23,249.00	23,249.00	.0
850.850.779.100	.00	.00	33,355.00	33,355.00	.0
850.850.779.200	.00	.00	18,461.00	18,461.00	.0
850.850.785.100	.00	42,938.28	42,931.00	(7.28)	100.0
850.850.785.200	.00	39,309.72	39,318.00	8.28	100.0
850.850.785.400	.00	.00	85,955.00	85,955.00	.0
850.850.786.400	.00	.00	25,034.00	25,034.00	.0
850.850.900.100	.00	.00	99,414.00	99,414.00	.0
850.850.900.300	.00	.00	23,625.00	23,625.00	.0
850.850.900.305	.00	.00	82,248.00	82,248.00	.0
850.850.900.310	.00	.00	107,461.00	107,461.00	.0
850.850.999.000	.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	695.97	(282,555.46)	.00	282,555.46	.0

**MINUTES
DAYTON CITY COUNCIL
SPECIAL SESSION
March 16, 2026**

PRESENT: Mayor Annette Frank
Council President Drew Hildebrandt
Councilor Scott Hover
Councilor Kitty Mackin
Councilor Robin Pederson
Councilor Chris Teichroew
Councilor Colt Wilkins

ABSENT:

STAFF: Jeremy Caudle, City Manager
Rocio Vargas, City Recorder

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Frank called the meeting to order at 6:30pm and all those present said the Pledge of Allegiance.

B. ROLL CALL

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

A. APPEARANCE OF INTERESTED CITIZENS

None.

B. ACTION ITEMS

1. Review Facility Conditions and Needs Assessment RFQ Responses.

Rocio Vargas, City Recorder, presented the staff report on the process staff followed to select an architect firm to recommend to Council. Staff requests direction on which firm to select for the facilities assessment and study.

Council discussed the recommendation and agreed with the selection that staff recommended.

Robin Pederson moved to authorize the City Manager to negotiate a contract with Hacker Architects for the facilities conditions assessment and facility needs analysis based on the determination that their approach

in the response to the RFQ is consistent with the City's best interests. Second by Kitty Mackin. Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, Teichroew, and Wilkins voting aye.

2. Follow up on Setting a City Council Training

City Recorder requested dates from council that would work for a City Council training.

Council agreed to wait until after budget to hold the training.

For the strategic planning retreat council agreed on May 1, 2026, from 12:30pm-4:30pm.

For the City Council training with MWVCOG council availability is July 6-15th but the preferred date is July 10th.

C. CITY COUNCIL COMMENTS AND CONCERNS

Councilor Hover stated that his house will be going on the market but will continue to serve until there is a change.

D. ADJOURN

There being no further business to discuss the meeting adjourned at 6:52pm.

Respectfully submitted:

APPROVED BY COUNCIL on **May 4, 2026**

By:

As Written

As Amended

Rocio Vargas, City Recorder

Annette Frank, Mayor

**MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION
April 6, 2026**

PRESENT: Council President Drew Hildebrandt
Councilor Scott Hover
Councilor Kitty Mackin
Councilor Robin Pederson
Councilor Chris Teichroew
Councilor Colt Wilkins

ABSENT: Mayor Annette Frank, excused

STAFF: Jeremy Caudle, City Manager
Rocio Vargas, City Recorder
Don Cutler, Public Works Supervisor
Rob Walker, Finance Director

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Council President Drew Hildebrandt called the meeting to order at 6:30pm and all those present gave the Pledge of Allegiance.

B. ROLL CALL

Council President Hildebrandt noted that there was a quorum with Councilors Hover, Mackin, Pederson, Teichroew present in person. Councilor Wilkins present via Zoom.

A. APPEARANCE OF INTERESTED CITIZENS

B. CONSENT AGENDA

- 1. Financial Summary**
- 2. February Financial Statement**
- 3. February 17, 2026, Work Session Minutes**
- 4. March 2, 2026, Regular Session Minutes**

Rob Walker, Finance Director briefed Council on the financial statements.

**KITY MAKIN MOVED TO APPROVE THE CONSENT AGENDA.
SECOND BY ROBIN PEDERSON.** Motion carried with Hildebrandt, Hover, Mackin, Pederson, Teichroew, Wilkins voting aye.

C. ACTION ITEMS

1. Yamhill County Sheriff's Office Annual Presentation

Sheriff Sam Elliot presented the FY 25/26 annual report. He reviewed the calls for service in the city and the response of the dedicated deputy and the department, traffic stops and common crimes within city limits.

Council President Hildebrandt requested to involve Deputy Twitchell in the Dayton Friday Nights Local Option Levy booth.

2. Discussion of Tourism Marketing Request from Dayton Community Development Association

Jeremy Caudle, City Manager, presented a request for money from the TLT fund for marketing from DCDA. He stated that the money that was dedicated to the sponsorship of bands will be used to cover the promotional activities the DCDA requested.

Council discussed the legal considerations for the use of TLT funds.

3. Planning Commission Appointments

Rocio Vargas, City Recorder, stated that Council will need to approve or deny the appointment of planning commissioners at this meeting. She informed Council that Steven Hesselning withdrew his application.

Council discussed the planning commissioner position that allows for an out of city limits applicant and how this could be filled.

ROBIN PEDERSON MOVED TO APPROVE THE APPOINTMENT OF KATRINA WIEGAND TO THE PLANNING COMMISSION WITH THE TERM EXPIRING DECEMBER 31, 2026. SECOND SCOTT HOVER. Motion carried with Hildebrandt, Hover, Mackin, Pederson, Teichroew, Wilkins voting aye.

Council discussed the second appointment and agreed to hold on to the last planning commissioner position available and re-open recruitment.

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.

City Manager presented the process to the selection of an Integrator of Record and explained the contracts for Council approval.

SCOTT HOVER MOVED TO APPROVE THE SYSTEM INTEGRATOR OF RECORD, MATERS 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. SECOND BY CHRIS TEICHROEW. Motion carried with Hildebrandt, Hover, Mackin, Pederson, Teichroew, Wilkins voting aye.

5. Receive Annual Financial Report for FY24/25

Finance Director explained the Annual Financial Report for FY 24/25. He pointed out that the Auditors did note a few significant deficiencies that could be justified as clerical errors, however in the auditor's opinion there weren't any material deficiencies. Finance department has plans on how to address the issues.

Council discussed the issues and agreed that some of the deficiencies had been addressed prior to the Financial Report.

6. Approval of an Audit Deficiency Corrective Action Plan

City Manager described the issues that the plan will address. The issue with the water account deposits was caught and fixed by Jamie when she was a temp with the City. Internal controls were fixed. The transfers were a clerical error where the transfers in did not match the transfers out.

An amendment to the motion was made to change the Mayor for Councilor Mackin signee.

ROBIN PEDERSON MOVED TO ADOPT THE CORRECTIVE ACTION PLAN TO ADDRESS THE SIGNIFICANT DISCREPANCIES FOUND IN THE FY24/25 AUDIT, AS PRESENTED, AND AUTHORIZE COUNCILOR KITTY MACKIN, COUNCIL PRESIDENT DREW HILDEBRANDT, AND CITY MANAGER TO SIGN. SECOND BY SCOTT HOVER. Motion carried with Hildebrandt, Hover, Mackin, Pederson, Teichroew, Wilkins voting aye.

7. Review TMDL Annual Report Acceptance Letter Discussion

City Recorder presented the letter received from DEQ and pointed out the recommendations made to accomplish this year.

Councilor Hover inquired about the stormwater fee.

City Manager stated that there are formulas used to determine the stormwater fee.

Council President Hildebrandt inquired when the fee would be implemented.

City Manager stated the plan is July.

Councilor Mackin inquired what this fee would cover.

Discussion continued about how a stormwater fee would be determined and used for federally enforced TMDL program implementation.

Council President Hildebrandt stated that with the increases and the levy in the horizon adding another fee would be too much.

Council agreed that deferring the fee at this time is the best option and giving residents more time between fees.

8. Local Option Levy Update

City Recorder informed Council that there is a newsletter going in the current billing but needs volunteers from council to write an article for the billing inserts.

Councilor Mackin volunteered for August.

Council President volunteered for September.

Councilor Hover volunteered for July and requested information to help prepare his article.

D. CITY COUNCIL COMMENTS AND CONCERNS

Councilor Mackin asked if the HWY221 lift station was operational.

Don Cutler, Public Works Supervisor, stated that the lift station has been operational and completing a two-week test period. There have been issues with the panel, and a new test period will begin once that part is replaced.

Council President Hildebrandt inquired about the solicitation policy and the issue with the permit.

Council will review a new solicitation policy in May.

Councilor Pederson inquired about filling the vacant positions. She thanked staff.

Councilor Hover thanked Council President for filling in for the Mayor. He requested some trail cameras at the new lift station.

E. INFORMATION REPORTS

1. Library

2. Public Works

Councilor Pederson was concerned about the three leaks that were next to each other on the same street.

Public Works Supervisor explained the situation and stated that the line was very old and corroded, which is common in the city.

3. Recorder

Councilor Teichroew thanked City Recorder for her support in the Cinco de Mayo event planning.

F. CITY MANAGER'S REPORT

City Manager updated Council on the contract with Hacker Architects and anticipates requesting Council approval on April 20th.

The Fisher Farms pump testing hit a snag and GSI is searching for options to keep the feasibility study going to avoid delays. City Planner is working on the land use process with Yamhill County for the Fisher Farms property. OHA gave a green light to proceed with testing of the wells. OWRD notified the City that the well construction grant was not cut.

Council President Hildebrandt asked if at this time, there was a need to consider a water curtailment.

City Manager confirmed that it was not necessary at this time.

The MWVCOG selected a consultant from the RFP for regional water study. This is at no cost to the City only staff time.

The City received a warning letter from DEQ for not meeting the biological oxygen demand.

The joint session with Yamhill County Board of Commissioners will be on May 4th.

City Manager and Council President represented the city at the City County Dinner in McMinnville.

City Manager will be attending a DCDA network event with Scarlet Communications. Will also be working with DCDA on a wayfinding project.

The legislator passed HB4161 that would override opinion on food and drink by OGEC.

A councilperson brought up a Council Rules review for this year. City Manager will bring this item to the next council work session.

G. ADJOURN

There being no further business to discuss the meeting adjourned at 8:00pm.

H. EXECUTIVE SESSION

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

Respectfully submitted:

APPROVED BY COUNCIL on **May 4, 2026**

By:

As Written

As Amended

Rocio Vargas, City Recorder

Annette Frank, Mayor

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To: Honorable Mayor and City Councilors
From: Rocio Vargas, City Recorder
Through: Jeremy Caudle, City Manager
Issue: Appointment of Budget Committee Member
Date: May 4, 2026

Background and Information: The Budget Committee currently has three vacancies.

Ari Grey, Dayton Resident, applied for a vacancy position in the Budget Committee, attached you can review the application and resume submitted.

For reference, DMC Sec. 1.10.01 states: "The budget committee consists of the members of Council and seven persons who are registered voters residing within the City and are appointed by council for staggered three-year terms. No appointed member may be an officer, agent or employee of the City."

City Manager Recommendation: Appointment for Budget Committee members is at the discretion of City Council. Therefore, I have no recommendation.

Potential Motion: "I move to appoint [Ari Grey] to the City of Dayton Budget Committee for the term ending 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.

From: cityofdayton@daytonoregon.gov
To: [Rocio Vargas](#)
Subject: Budget Committee Application
Date: Tuesday, April 21, 2026 12:06:47 PM

Applicant Name
Ari Grey

Physical Address
[REDACTED]

Email:
[REDACTED]

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 Budget Committee.
Organizing and managing events and businesses for more than 30 years

Phone Number
[REDACTED]

Mailing Address
[REDACTED]

Current Occupation
Director of Hospitality

Why would you like to serve as a member of the Committee?
Hello my community

***** Email Details *****
[REDACTED]

Submitted date: 4/21/2026 2:26:03 PM ID: 3278

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.

Ari Grey

HOSPITALITY & BUSINESS MANAGER

EXECUTIVE SUMMARY

Dynamic wine-industry leader with 14+ years of direct-to-consumer (DTC), hospitality, and operational experience — and a fine-arts background rooted in printmaking. Proven at launching and scaling tasting-room programs, managing wine + art sales, and leading guest-centric teams. Deeply data-driven and artistically grounded, I build systems that elevate both business performance and the craft narrative. Highly skilled in P&L ownership, digital campaign strategy, high-touch hospitality, fulfillment, and multi-channel sales — uniquely equipped to lead Big Table Farm’s DTC growth and brand storytelling.

CORE COMPETENCIES

- DTC Leadership & Sales Strategy
- Wine + Art Customer Experience
- P&L, Forecasting & Annual Business Planning
- SOP & Operational Systems Development
- Guest Experience & Appointment-Based Hospitality
- Digital Campaigns, CRM, & Data Analytics
- Wine Club/Subscription & Allocation Management
- Fulfillment Logistics & Inventory Oversight
- Event Planning & Experiential Marketing
- Team Leadership & Training
- Regenerative Farm / Sustainable Operations
- Art-Driven Brand Design & Storytelling

PROFESSIONAL EXPERIENCE

Open Claim Vineyards — Director of Experience

Dallas & Dundee, OR | 2022 — Present

- Report to the General Manager while overseeing a team of two and leading the development

and execution of high-touch, private wine and food experiences.

- Designed and implemented a hospitality program that weaves together the winery's brand story, terroir, and wines, working closely with the Chef to refine pairings and presentation.
- Manage the guest experience from initial inquiry through post-visit CRM, ensuring personalized service, attention to dietary needs, and a seamless, memorable visit.
- Played an integral role in launching and operating the Dundee satellite tasting room, expanding the winery's reach and presence.
- Built and maintained strategic partnerships with high-end hotels, B&Bs, tour companies, and travel professionals to drive guest engagement and qualified traffic.
- Consistently exceeded industry standards in key sales metrics:
 - Achieved a 17% wine club conversion rate at the Estate tasting room and 7% in Dundee, with an attrition rate of just 0.5 members per month.
 - Led Dundee's urban tasting room to a 12% club conversion rate on walk-in guests, despite a reservation-preferred model.

Montinore Estate — Director of Hospitality

Forest Grove, OR | 2018 — 2022

- Managed DTC and tasting-room operations for a 70,000-case brand.
- Owned the revenue, expense, and P&L strategy for the hospitality division.
- Designed and implemented all experiences and events.
- Built robust SOPs for tasting room workflows, staff training, and guest service protocols.
- Coordinated with all departments to align storytelling and seasonal events.
- Drove exponential business growth through strategic program and training enhancements, achieving:
 - 100% increase in guest traffic
 - 300% growth in food sales
 - 100% increase in merchandise sales
 - 20% increase in average club sales
 - 100% increase in wine club conversions, surpassing 1,000+ members

Pike Road Wines — Tasting Room Manager

Carlton, OR | 2016 — 2018

- Ran DTC operations for a high-growth brand launch, building the wine club to 250+ members in 18 months.
- Hired and trained tasting-room staff; implemented guest service training and workflows.

- Handled all reporting, events, inventory reconciliation, club releases, and allocation strategies.

Greywing Cellars — Operations & DTC Manager

Dayton, OR | 2015 — Present

- Operations lead for a deliberately capped, estate-based winery (234-vine vineyard; ~100 cases annually).
- Oversee end-to-end winery operations including vineyard coordination, production planning, inventory control, compliance, and winemaking support.
- Managed direct-to-consumer fulfillment, customer service, and order logistics.
- Support nonprofit initiatives and educational programming as part of a mission-driven winery.

Colene Clemens Vineyards — Tasting Room Manager

Yamhill, OR | 2013 — 2016

- Led front-of-house operations for event coordination, VIP tastings, and wine-club.
- Coordinated marketing logistics, tour programs, and guest service narratives consistent with brand identity.
- Provided winemaking support during harvest.

Iridio Portland — Lead Set Designer

Portland, OR | 2007 — 2015

- Designed and managed custom sets and installations for corporate clients.
- Oversaw project budgets, logistics, and creative timelines, balancing design vision with cost efficiency.
- Led a cross-functional team in delivering large- and small-scale projects, building client relationships rooted in vision and craft.

EDUCATION

Bachelor of Fine Arts, Printmaking

University of Arizona, Tucson, AZ

ADDITIONAL SKILLS & CERTIFICATIONS

- Technology: WineDirect, OrderPort, Tock, Squarespace, ShipCompliant
- Digital Marketing: Email campaigns, SMS outreach, release strategy

- Leadership: P&L, operational development, team building, training, high-performance hiring
- Logistics: Compliance, fulfillment management, inventory systems, shipping operations
- Wine Experience: Brand building, vineyard management, winemaking, DTC and 3-tier sales
- Art + Design: Printmaking, installation work, digital design

PROFESSIONAL AFFILIATIONS & COMMUNITY

- Member, Dundee Hotel Complex Events Committee (2023-Present)
- Member, North Willamette Vintners Association (2019–2022)
- Salud Auction Committee Volunteer (2018–2020)

PERSONAL

- Multimedia visual artist and traditional crafter
 - Featured artist in Portland gallery shows (2013–2014)
- Restoring 140-year-old Queen Anne Victorian home
- Writing literary fiction, short stories, poetry, and essays
 - Featured in Yamhill County writers anthology (Paper Flowers 2025 & 2026)
- Gardening, preserving and cooking

To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Approval of personal services agreement with Hacker Architects, Inc. in the amount of \$89,000
Date: May 4, 2026

Background:

- On 3/16/26, City Council authorized me to negotiate a contract with Hacker Architects for a facilities condition and needs analysis.
- Hacker Architects has agreed to the contract following this staff report. The City Attorney has also reviewed the contract and signed off on it.

Recommendation:

- Approve the contract as presented.

Budget impact:

- Not to exceed \$89,000.
- To be paid from Dayton Villages sales proceeds in the Building Reserve Fund.

Recommended motion:

"I move to approve the personal services agreement with Hacker Architects, Inc., as presented, in the amount of \$89,000 for a facility conditions assessment and needs analysis, and to authorize the City Manager to sign."

Next steps:

- Our project kickoff is scheduled for May 12.
- Hacker Architects will be on site May 19 to begin the building analysis.

Attachments:

- Personal services agreement, including Attachment 1 and Exhibit A
- City's solicitation (request for quotes_
- Hacker's proposal

PERSONAL SERVICES AGREEMENT

Facility Conditions Assessment and Facility Needs Analysis

This Agreement is entered into between the City of Dayton, a municipal corporation of the State of Oregon (“City”), and Hacker Architects Inc, a Corporation of the state of Oregon (“Contractor”). This Agreement is made effective as of April 20, 2026 (the “Effective Date”). This Agreement may refer to the City and Contractor individually as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, the City has a need for personal services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. In particular, the City is seeking a facility conditions assessment and facility needs analysis of its City Hall Annex, Mary Gilkey Library, and Palmer Creek Lodge Community Events Center (the “Services”); and

WHEREAS, the City sought quotes for the Services under the City’s procedure for intermediate procurements, and Contractor responded by submitting a proposal for the Services dated February 11, 2026 (the “Proposal”); and

WHEREAS, the City duly selected Contractor based on Contractor’s capability, experience, approach, compensation requirements, references and other criteria to perform the Services in the best interests of the City, which the City Council authorized on April 20, 2026 based on the information provided in Contractor’s Proposal; and

WHEREAS, the City desires to contract with Contractor to provide the Services.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals incorporated by this reference and the mutual promises contained in this Agreement, City and Contractor agree as follows:

1. Term.

The initial term of this Agreement shall be from the Effective Date through December 31, 2026, unless amended or sooner terminated under the provisions of this Agreement. Passage of the Agreement’s term shall not extinguish, prejudice, or limit either party’s right to enforce this Agreement with respect to any default or defect in performance that has not been corrected.

2. Contractor's Services.

Contractor shall perform the Services and provide the required deliverables in accordance with the terms and conditions of this Agreement. The Services, the deliverables required to be created thereunder, and the schedule for performance are set forth in Exhibit A, Scope of Services. Any conflict between this Agreement and Contractor's Proposal shall be resolved first in favor of this Agreement and pursuant to the order of precedence set forth herein. Contractor will use its best efforts and due diligence in its performance of the Services and will provide such personnel, materials, supplies, and equipment as are necessary to successfully provide the Services. Contractor will perform the Services consistent with the professional skill and knowledge possessed by members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Services under this Agreement in a professional manner consistent with the professional skill and care ordinarily provided in the Contractor's industry, trade or profession under similar conditions and circumstances ("Standard of Care"). All Contractor personnel and those of their subconsultants and subcontractors (collectively, "subcontractors"), if any, shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services.

3. Contractor's Identification.

Contractor shall provide the City Contractor's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.

4. Compensation.

The City agrees to pay Contractor a sum not to exceed \$89,000 for satisfactory completion of all Services. Upon satisfactory completion by Contractor and City's acceptance of any tasks, milestones or other deliverables described in Exhibit A, City agrees to pay Contractor at the times and in the amount(s) set forth in this Agreement.

Contractor shall submit monthly requests for payment to the City for Services performed under this Agreement, and the invoices shall describe the Services performed, by whom they were performed, the number of hours worked, and itemize and explain all expenses for which reimbursement is being claimed. All expenses must be preapproved in writing by the City. Contractor shall choose the most economical form of transportation, and surface transportation mileage will be reimbursed for only one vehicle per two Contractor personnel at the current in-effect IRS rate. Meals and incidental expenses will be paid consistent with the current in-effect U.S. General Services Administration (GSA) per diem rate, and hotels and parking will be paid at actual amounts, not to exceed the GSA

daily rate. No reimbursement will be made for any alcohol purchases, personal entertainment, or parking or traffic citations.

The City shall make payments for undisputed Services in a timely manner, within sixty (60) days of receipt of a complete and acceptable request for payment. Requests for payment received from the Contractor pursuant to this Agreement will be reviewed and approved by the City prior to payment.

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 design defects therein. The compensation contemplated in this Section shall constitute full and complete payment for said Services.

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

5. Project Managers and Notice.

The Parties designate the following individuals as their Project Managers, who are designated to send and receive any notices required under this Agreement.

City's Project Manager
Jeremy Caudle, City Manager
PO Box 399

Dayton, OR 97114
e. jcaudle@daytonoregon.gov
p. 503-864-2221 ext 504

Contractor's Project Manager
Laura Klinger, Principal
555 SE Martin Luther King Jr
Blvd, Ste 502
Portland, OR 97214
e: lklinger@hackerarchitects.com
p: 503-227-1254

Each Party shall give the other written notice of any intended change of their Project Manager. Any change to Contractor's Project Manager must be approved by the City, such approval not to be unreasonably withheld.

Key Persons. The Parties agree that the City relied on the special qualifications of Key Persons as a material inducement to enter into this Agreement. For purpose of this Agreement, "Key Person" means the persons identified in **Exhibit A** of this Agreement. The City is engaging Contractor due to the expertise, experience, judgment, and personal attention of Key Persons under this Agreement. Neither Contractor nor any Key Person shall delegate performance of the duties and obligations of such Key Person under this Agreement to any other employee, agent or subcontractor of Contractor unless the City provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions so that the Key Person is no longer available to provide the City with that Key Person's services unless the City provides prior written

consent to the reassignment or transfer, or the reassignment or transfer is required based on the termination of employment, illness, death, disability or other similar cause.

Unless otherwise stated in the Agreement, all notices shall be made in writing and may be given by certified mail (return receipt requested) or email (read receipt requested). Mailed notices shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery.

6. Project Information.

Contractor agrees to promptly share all information related to the Services with the City and to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Services.

7. Duty to Inform.

Contractor shall give prompt written notice to the City's Project Manager if, at any time during the performance of this Agreement, Contractor becomes aware of actual or potential problems, faults or defects in the Services, any nonconformity with the Agreement, or with any federal, state, or local law, rule, regulation, decree, or other mandate, or if Contractor has any objection to any decision or order made by the City. Any delay or failure on the part of the City to provide a written response to Contractor shall constitute neither agreement with nor acquiescence to Contractor's statement or claim, and shall not constitute a waiver of any of the City's rights.

8. Time is of the Essence.

Time is of the essence as to the performance of the Services under this Agreement. Contractor's failure to adhere to the work schedule in Exhibit A is sufficient grounds for the City to terminate this Agreement for cause. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Agreement, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures. Contractor shall be liable for any loss, expense, or damage resulting from delay in the performance of the Services, which are due to any cause, except to the extent that those delays are caused by City fault or result from a Force Majeure. In the event of delay, the City may obtain substitute services from another source and bill all additional costs directly to Contractor.

9. Contractor is Independent Contractor.

Contractor is an independent contractor of the City for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. No employment or agency relationship is or is intended to be created between

the City and any individual representing Contractor. Employees of Contractor and any authorized subcontractors shall perform their work under this Agreement under Contractor's sole control. Contractor hereby expressly acknowledges and agrees that as an independent contractor, Contractor is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Contractor shall not affect Contractor's independent ability (or the ability of Contractor's insurer) to assert that the monetary limitations found at ORS 30.272, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

10. Contractor Representations and Warranties.

Contractor represents and warrants to the City that:

- i. Contractor has the power, authority, ability, skills, and capacity to enter into and perform this Agreement, and when executed and delivered this Agreement shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
- ii. Contractor is validly organized and exists in good standing under the laws of the State of Oregon, and Contractor is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- iii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained or (b) result in a breach or default under the certificate of incorporation or by-laws of the Contractor or any indenture or loan or credit agreement or other material agreement or instrument to which the Contractor is a party or by which the Contractor's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.
- iv. Contractor is engaged as an independent contractor and will be responsible for any federal, state or local taxes applicable to any payments made under this Agreement.
- v. Contractor is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement.
- vi. Contractor is not an employee of the City, any special district, local government, the federal government or the State of Oregon.
- vii. Contractor has complied and will continue to comply with all applicable federal, state, and local laws and regulations applicable to the performance of Contractor's obligations under this Agreement. Contractor warrants it is currently in compliance with all tax laws.

viii. Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Agreement, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Agreement.

ix. Contractor, and Contractor's employees and subcontractors, shall be qualified, professionally competent and duly licensed to perform the work and Services at all times during the term of this Agreement.

x. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Services under this Agreement in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession under similar conditions and circumstances.

xi. Contractor has read, understands and agrees to be bound by each of the terms and conditions of this Agreement.

xii. Contractor prepared its Proposal for these Services independently from all other proposers, and without collusion, fraud or other dishonesty. Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Agreement.

xiii. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to or granted to the City under this Agreement, and Contractor's Services rendered in the performance of Contractor's obligations under this Agreement, are provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and are free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

xiv. Upon the City's request, Contractor shall provide the City with evidence reasonably satisfactory to the City confirming the foregoing representations and warranties. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations and warranties that Contractor provides.

11. Indemnity.

i. Contractor shall indemnify defend, and hold harmless the City, its 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 Contractor or its officers, employees, subcontractors, or agents under this Agreement, but only to the extent caused by the negligent acts or omissions of the Contractor in the performance of professional Services under this Agreement. For clarity's sake, Contractor's defense obligations in this Section 11.i are subject to the limitation of liability set forth in Section 28.vi for architectural services applicable to under Oregon Law.

ii. Infringement Liability. Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, 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 whatsoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.

iii. Tax Liability. Contractor shall indemnify and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Services or deliverables provided by Contractor under this Agreement. The City, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

iv. The obligations of the indemnifications extended by Contractor to the City shall survive the termination or expiration of this Agreement.

v. The parties acknowledge that, if Contractor is retained for subsequent design or construction-phase services, the parties shall negotiate in good faith appropriate revisions to the indemnification and risk allocation provisions to reflect the scope and risks of such services.

12. Insurance.

Contractor and its subcontractors shall provide the following insurance coverages against any claims that may arise from or relate to the performance of the Services. Contractor and its subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from the liabilities that might arise out of the performance of the work under this

Agreement by Contractor, its agents, representatives, employees, subcontractors, and Contractor may purchase such additional insurance as they determine necessary.

i. Commercial General Liability Insurance.

- a. The policy must be in an occurrence form and include bodily injury, property damage, broad form contractual liability coverage in the following amounts:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

- b. The policy shall be endorsed to name the City of Dayton and its elected and appointed officials, officers, agents, and employees as an additional insured with respect to liability for bodily injury, property damage, and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of, the Contractor related to this Agreement.
- c. The endorsement shall be indicated on the Certificate of Insurance, and there shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City as an additional insured.
- d. Contractor's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

ii. Automobile Insurance.

- a. The policy shall cover bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement. Automobile Liability coverage shall be written in an amount not less than \$1,000,000 combined single limit.
- b. The policy shall be endorsed to include the City, its elected and appointed officials, officers, agents and employees as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor relating to this Agreement.
- c. The City shall be an additional insured to the full limits of liability purchased by the Contractor.

iii. Workers' Compensation Coverage. Contractor certifies that it has qualified for State of Oregon Workers' Compensation coverage for all Contractor's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer. Contractor shall provide to the

City within ten (10) days after contract award and prior to commencing Services, a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to the City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to the City. A copy of the certificate of self-insurance issued by the State shall be provided to the City if Contractor is self-insured. To the extent permitted by law, a waiver of subrogation in favor of the City shall be included in the policy.

iv. Professional Liability (Errors and Omissions Liability). Contractor shall provide the City with evidence of professional errors and omissions liability insurance covering any damages caused by negligent acts, errors, or omissions related to the professional services and performance of duties and responsibilities under this Agreement, in an amount not less than \$2,000,000 combined single limit per occurrence. Contractor may opt to provide a claims-made policy with a combined single limit per claim of not less than \$2,000,000; but in doing so, Contractor warrants that any retroactive date under the policy precedes the effective date of this Agreement and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed. Where any subcontractor provides professional services related to this Agreement, they must provide equivalent coverage.

v. Certificates. Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this Agreement (ACCORD form or equivalent approved by the City). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All policies will provide for not less than thirty (30) days' written notice to the City before they may be canceled. Such notice will be mailed and emailed to the City Project Manager. All certificates and any required endorsements are to be received and approved by the City before the work commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the work under this Agreement and remain in effect for the duration of the project or extended reporting period, as required. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

vi. Primary Coverage. The coverage provided by insurance required under this Agreement shall be primary and noncontributory, and any other insurance carried by the City shall be excess.

vii. Subcontractors. Contractor shall require the same insurance requirements from its subcontractors. Contractor's certificates shall include all subcontractors as additional insureds under its policies **-OR-** Contractor shall be responsible for ensuring and verifying

that all subcontractors have valid and collectible insurance. At any time throughout the term of the Agreement, the City reserves the right to require proof from Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City as an additional insured. In certain circumstances, Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Agreement.

viii. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Oregon and with an "A.M. Best" rating of not less than A- VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

ix. Umbrella Insurance/Employee Liability/Other Coverages

Umbrella Insurance. Contractor shall maintain umbrella coverage providing excess limits over the primary policies required by this Agreement in an amount not less than five million dollars (\$5,000,000.00). The policy shall be endorsed to name the City and its elected and appointed officials, officers, agents, and employees as additional insured.

13. Work Product.

All work produced by Contractor 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 (the Instruments of Service). Contractor retains all common law, statutory, and other reserved rights in its Instruments of Service. Upon payment of all undisputed sums due, Contractor grants the City a non-exclusive license to use the Instruments of Service solely in connection with this Project and work that may directly result from this Project. Contractor represents and warrants to the City that the City has all rights, title, and interest in the Instruments of Service and that it shall be solely and exclusively responsible for any claims resulting from alleged copyright infringement, patent infringement, or other intellectual property-related claims.

Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor 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 Contractor are and will remain the

exclusive property of Contractor. Contractor 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).

14. Public Records and Confidentiality.

i. Public Records Requests. Contractor acknowledges that the City is subject to the Oregon Public Records Act and federal law. Third persons may claim that the Contractor Confidential Information (as defined below) that Contractor 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 Agreement are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor to the City is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law, in accordance with the process set forth in Section 14.iii. Within the limits and discretion allowed by those laws, the City will make a good faith effort to maintain the confidentiality of information.

ii. Public Records Retention. The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon public records and archiving laws.

iii. Confidentiality.

- a. Contractor's Confidential Information. During the term of this Agreement, Contractor may disclose to the City certain Contractor confidential information pertaining to Contractor's business ("Contractor Confidential Information"). Contractor 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, Contractor shall identify the Contractor Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Agreement 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 Contractor to others without

restrictions similar to those imposed by this Agreement; (3) is rightfully in the City's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than Contractor without the obligation of confidentiality, (5) is disclosed with the written consent of Contractor, 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 subsection (i) and (ii), 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 Agreement, 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.

- b. City's Confidential Information. Any and all information that the City provides to Contractor or its employees or agents in the performance of this Agreement 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 Contractor'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 Contractor) publicly known; (2) is furnished by the City to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (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 Contractor who can be shown to have had no access to the Confidential Information.
- c. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit in the performance of this Agreement. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use,

discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors, and agents of Contractor 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 Contractor 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. Contractor is expressly restricted from and shall not use the intellectual property rights of the City without the City's prior written consent.

- d. Retroactivity. This Section shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor and related to this Agreement.
- e. Survival. Contractor's confidentiality obligations under this Agreement shall survive termination or expiration of this Agreement.
- f. Equitable Relief. Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. The Parties agree that, notwithstanding any other section of this Agreement, in the event of a breach or a threatened breach of the 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.

15. Changes in Work.

Any changes to the provisions of this Agreement shall be in the form of an amendment. No provision of this Agreement may be amended unless such amendment is executed in writing by authorized representatives of the Parties. If the requirements for amendment of this Agreement as described in this section are not satisfied in full, then such amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Agreement unilaterally, such as extending option years and increasing compensation. An administrative change means a written change that does not affect the substantive rights of the Parties.

The City and Contractor can agree to make changes at any time to the Statement of Work due to changed or extra work in the form of a change order. Only the City Manager may authorize a change order. Failure of Contractor to secure written authorization for a change order shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized change order, and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work. If the change order would change the Agreement's not-to-exceed amount, the change order must be in the form of an amendment.

16. Errors.

Contractor shall perform such additional work as may be necessary to correct errors in the Services required under this Agreement without undue delays and without additional cost.

17. Disputes.

Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Agreement will be resolved as expeditiously as possible in accordance with the following resolution procedure:

i. Any dispute between the City and Contractor shall attempt to be resolved by their respective Project Manager or designee.

ii. If the Project Managers are unable to resolve the dispute within three (3) days of notice of dispute is given by a Party, the dispute shall be referred to the Project Managers' superiors.

iii. If the dispute cannot be resolved pursuant to subsections (i) or (ii), the parties agree to mediate in a good faith prior to initiating litigation pursuant to Section 23.

18. Early Termination of Agreement.

i. The City may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

ii. Either Party may terminate this Agreement in the event of a material breach by the other Party that is not cured. Unless otherwise set forth in the Agreement, 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 the Agreement is terminated. If there is an immediate risk of harm to life or property, the City may terminate the Agreement immediately and without regard to the 30-day notice provision. Moreover, the City may immediately terminate this Agreement if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.

iii. Contractor shall promptly notify the City in writing upon the occurrence of any event that could reasonably be expected to result in a material adverse change in the financial condition, operations, or business prospects of the Contractor, including but not limited to insolvency, bankruptcy proceedings (whether voluntary or involuntary), appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors.

In the event that the City determines, in its sole discretion, that Contractor's financial condition has materially deteriorated or that any such adverse event has occurred or is reasonably likely to occur, the City shall have the right to terminate this Agreement immediately upon written notice to Contractor, without penalty or further obligation.

19. Remedies and Payment on Early Termination.

i. If the City terminates pursuant to Section 18(i), the City shall pay Contractor for Services performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.

ii. If the City terminates pursuant to Section 18(ii), the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.

iii. If the Contractor justifiably terminates the Agreement pursuant to 18(ii), Contractor's only remedy is payment for Services performed and accepted by the City prior to the effective date of the termination. No other costs or loss of anticipated profits shall be paid.

iv. If the City's termination under Section 18(ii) was wrongful, the termination shall be automatically converted to one for convenience, and Contractor shall be paid as if the Agreement was terminated under Section 18(i).

v. In the event of early termination, Contractor's Work Product before the date of termination becomes property of the City.

20. Compliance with Applicable Law.

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (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 the Agreement and required by law to be so incorporated.

Certain Oregon laws apply to all public contracts in Oregon. The City's performance under the Agreement is conditioned upon Contractor's compliance with the applicable provisions in Attachment 1 – Oregon Statutorily Required Contract Provisions, which are incorporated herein by this reference.

21. Records and Audits.

i. Records Retention. Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this

Agreement, or for a minimum of six (6) years after all other pending matters in connection with this Agreement are closed, whichever is longer.

ii. City Audits. The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Services at any time in the course of the Agreement and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

iii. Access to Records. The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request. Access to said documents shall be granted within seven (7) days written notice, or such other earlier time as is reasonable under the circumstances.

22. Law of Oregon.

This Agreement is governed by the laws of the State of Oregon without reference to its "conflict of laws" provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court of Yamhill County, Oregon.

23. Mediation, Trial By Jury, Attorneys' Fees.

i. Should any dispute arise between the Parties to this Agreement that cannot be resolved by Section 17, it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. By mutual agreement, the Parties may waive mediation and proceed with litigation. The waiver shall be in writing and signed by an authorized representative of each Party.

ii. The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both Parties. Mediation will be conducted in Yamhill County, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a Party requests mediation and the other party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Yamhill County Circuit Court upon the request of either Party.

iii. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.

iv. In any mediation or litigation arising under this Agreement, each Party shall bear its own fees and costs, including attorneys' fees.

v. Any legal proceeding of any nature whatsoever brought by Contractor against the City that asserts a breach of contract, a declaratory judgment proceeding, or any other legal or equitable claim related to, or arising from, the Services performed under this Agreement shall be brought within one (1) year of the date that final payment is made to Contractor, regardless of whether Contractor is aware of the legal claim it might have during that time. If the legal proceeding is not brought within that one (1) year period, Contractor expressly waives any and all claims that are in any way related to the Agreement. For purposes of this subsection, final payment is considered to be made when the City sends a check to Contractor that contains the undisputed balance that is due for all Services performed prior to the expiration or termination of the Agreement. The subsequent payment of minor amounts to Contractor that constitute less than 2% of the total cost of Services performed, or the payment of claims made pursuant to section 17, shall not affect the date when final payment is considered to have been made.

24. Conflict of Interest.

Contractor hereby certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: (1) has responsibility in making decisions or ability to influence decision-making on the Agreement or project to which this Agreement pertains; (2) has or will participate in evaluation or management of the Agreement; or (3) has or will have financial benefits in the Agreement. Contractor understands that should it elect to employ any former City official/employee during the term of the Agreement, then that former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and any provisions of the City's Charter, Code, ordinances, or administrative rules.

25. Subcontractors.

The Contractor is solely and exclusively for the performance of the Services, notwithstanding any subcontracts that it enters into for the performance of the Services. Contractor shall provide a list of all subcontractors with which Contractor intends to utilize in providing Services. This list shall include such information on their relevant qualifications as may be requested by the City. The City reserves the right to review and reject Contractor's use of subcontractors where the City has a reasonable objection. Contractor shall obtain the City's written consent prior to entering into any subcontracts for any of the Services required by the Agreement.

26. Force Majeure.

A “Force Majeure Event” is an exceptional, unforeseeable and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other unforeseeable causes beyond such Party’s reasonable control. In the event that either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

If the period of nonperformance exceeds fifteen (15) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) calendar days, such nonperformance shall automatically extend the time to complete the Services for a period equal to the duration of such events. Any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) calendar days, the Parties shall negotiate options for mitigate the Force Majeure Event.

27. Security Requirements for Personnel.

If required by the City, Contractor shall conduct a criminal history/records check of all personnel and Contractor’s subcontractors’ personnel that will have access to City information, systems, or payments, or vulnerable individuals and ensure ongoing security requirements for such personnel are maintained.

28. General Provisions.

i. Successors and Assigns. Each party binds itself, and any partner, successor, executor, administrator or assign to this Agreement.

ii. Assignment. Contractor shall not assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the City and no assignment shall be of any force or effect whatsoever unless and until the City has so consented. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Agreement that requires the City’s prior written consent. If the City agrees to assignment of tasks to a subcontractor, Contractor shall be fully responsible for the acts or omissions of any

subcontractors and of all persons employed by them, and neither the approval by the City of any subcontractor nor anything contained in this Agreement shall be deemed to create any contractual relation between them and the City.

iii. Change in Ownership. If, during the term of this Agreement, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Agreement.

iv. Severability. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the Parties when they entered into the Agreement.

v. No Third-Party Beneficiaries. Contractor and the City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

vi. Limitation of Liability. The liability of Contractor, its officers, employees, and consultants arising out of or relating to this Agreement shall not exceed Two Million Dollars (\$2,000,000) per occurrence. For purposes of this Section, “occurrence” means a single, distinct event, and claims arising out of the same or related acts, errors, or omissions shall be considered a single occurrence. Notwithstanding the foregoing, Contractor’s total liability shall not exceed the limits of insurance required under this Agreement and available to respond to the claim. This limitation of liability shall not apply to: (a) claims arising from Contractor’s fraud or willful misconduct; (b) claims resulting from Contractor’s gross negligence; (c) except as provided in Section 11.i, Contractor’s indemnification obligations for third-party claims, including intellectual property infringement; or (d) any liability that cannot be limited under applicable law.

vii. Non-Discrimination. Each Party agrees not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this Agreement.

viii. News Releases and Public Announcements. Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements

pertaining to this Agreement or the Services without the express written approval of the City. Such approval may be withheld in the City's sole discretion.

ix. Exclusivity. This is not an exclusive contract, and the City retains the right to contract with other entities or contractors for the same or similar goods or services as provided under this Agreement in the City's sole discretion.

x. Integration. This Agreement and attached Exhibits and Attachments constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement.

xi. No Waiver. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given.

xii. Order of Precedence. Should there be any conflict between the terms of this Agreement and the Contractor's proposed contract terms, scope of work, or any other document provided by the Contractor, this Agreement shall follow the following order of precedence:

- Highest Priority: Amendments
 This Agreement
 Attachment 1
 Change Orders
 Exhibit A, Scope of Services

- Other Exhibits
 The City's Solicitation
- Lowest Priority: The Contractor's Proposal

xiii. Survival. All provisions in this Agreement, which by their nature should remain in effect beyond termination or expiration of this Agreement, will survive until fulfilled.

xiv. Counterparts; Electronic Signatures. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. The City and Contractor may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures.

xv. Independent Legal Review. The Parties, by the signature of their authorized representatives, acknowledge that they have read this Agreement, have performed an independent legal review, understand it, and agree to be bound by its terms and conditions.

This Agreement has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Agreement.

* * *

* * *

SIGNATURE PAGE

IN WITNESS HEREOF, the Parties hereby cause this Agreement to be executed.

HACKER ARCHITECTS

CITY OF DAYTON

Authorized Signature

City Authorized Signer

Jennifer Dzienis, Director of Operations

Jeremy Caudle, City Manager

Date

Date

ATTACHMENT 1

Oregon Statutorily Required Public Contracting Provisions

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 Attachment 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.
10. Assignment or Transfer Restricted. Unless otherwise provided in the contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in writing, such consent shall not relieve the Contractor of any obligations under the contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the contract. If the Contracting Agency consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in writing.

EXHIBIT A

SCOPE OF SERVICES

SUMMARY

The scope of services includes both:

1. A facility conditions assessment of the City Hall Annex (“Annex”) and Palmer Creek Lodge Community Center (“Community Center”); and
2. A facility needs analysis to define current and future space, functional, and operational requirements and to develop preliminary facility solutions.

These services are intended to serve as owner’s due diligence and pre-design. The resulting work will inform the City’s selection of a preferred facility option and will serve as the foundation for future selection of a design team and preparation—at a later stage—of a full building permit plan set. The professional assistance sought under this Agreement does not include at this time preparation of construction documents or permit drawings.

The City is currently evaluating several potential approaches, including but not limited to:

1. Complete interior renovation of the Annex and relocation of all City functions to that building, potentially including expansion of the footprint and abandonment or demolition of the existing City Hall; or
2. Relocation of all City functions to the Community Center and conversion of that facility into a consolidated municipal complex; or
3. A combination of these two approaches. For instance, some City functions may move to the Annex while other functions (such as municipal court/City Council meetings) may move to the Community Center.

The scope of services includes assisting the City in evaluating these options and identifying other viable alternatives, as appropriate.

This project is necessary because City’s existing City Hall has exceeded its useful life. For that reason, and due to projected growth, the City Hall is no longer adequate to meet current or future operational needs.

DESCRIPTION OF SERVICES

The City anticipates the work generally to include the deliverables listed below. The City is open to consultant input on refining the scope and level of effort within budget constraints.

Facility Conditions Assessment (Annex and Community Center)

- Site visits and review of existing City facilities.
- Assessment of structural, mechanical, electrical, and plumbing systems.
- Evaluation of facility condition, remaining useful life, capacity, efficiency, code (including seismic), and accessibility considerations.
- Identification of major deficiencies and capital improvement needs.

Facility Needs Analysis, Programming, and Conceptual Design

- Meetings with City staff and leadership to understand operational needs, service delivery models, and long-term goals.
- Identification of current and future space needs, adjacencies, and functional requirements.
- Analysis of staffing levels, public interface needs, and growth projections.
- Development of conceptual facility options, including:
 - Model or test-fit floor plans illustrating space layouts and adjacencies;
 - Conceptual exterior massing and elevation drawings sufficient to illustrate building form and scale; and
 - Cost estimates for each conceptual option.
- Development of a high-level phased implementation approach (short-, mid-, and long-term).

Public and Council Engagement

- Facilitation of one (1) town hall–style public meeting or design charrette to gather community input on facility options.
- Participation in up to four (4) City Council meetings. The first three will be to present findings, review options, and facilitate the Council’s selection of a preferred facility approach. The fourth meeting will be a formal presentation of the final report and recommended path forward.

Implementation and Funding Considerations

- Development of a high-level implementation roadmap.
- Identification and discussion of potential funding approaches (e.g., grants, bonds, partnerships).
- Guidance on next steps toward design procurement, permitting, and construction.

Community Center Integration

The programming analysis should include an evaluation of community programming needs within the Community Center, which is currently underutilized. Particular attention should be given to how municipal functions may be integrated thoughtfully or co-located with community-oriented uses, while maintaining appropriate security, accessibility, and operational separation where required.

The consultant should assess opportunities to merge or coordinate municipal space needs with community functions, including but not limited to:

- Community events and public gatherings
- Recreational programming
- Senior programming and services
- Rental of meeting rooms or event spaces
- Flexible multi-purpose spaces capable of serving both civic and community uses

The Community Center has historically served as a venue for weddings and other special events and was rented for public and private use. Due to budget constraints, the facility is currently temporarily closed; however, the City considers it a significant underutilized asset and desires to activate and utilize the Community Center to its fullest potential.

Phasing and Operational Continuity

The phasing analysis of this project should address current temporary relocations and operational constraints, including:

- Flooding and water incursion at the existing City Hall, resulting in temporary relocation of staff to the Annex and closure of City Hall to the public;
- Continued operation of the Library within a separate portion of the existing City Hall building until a permanent new location is found; and
- Temporary relocation of City Council and court functions to the upper room of the Community Center.

The consultant should develop phased implementation strategies that account for these realities and propose ways to maintain continuous public access to essential City services during the construction and move-in phases to new facilities.

Phasing recommendations should address:

- Short-term operational needs and interim use of facilities;
- Sequencing of renovations, relocations, or expansions;
- How to minimize disruption to staff, the public, and community programming; and
- Safe and accessible public access during all phases.

The goal of the phasing plan is to ensure uninterrupted municipal operations while transitioning toward a long-term, integrated facility solution.

Final Report and Presentation

- Compilation of the facility conditions assessment, facility needs analysis, conceptual designs, cost estimates, and implementation roadmap into a comprehensive final report.
- Preparation of presentation materials summarizing findings and recommendations.

KEY PERSONS

Laura Klinger, Principal in Charge, Project Manager

David Keltner, Design Principal

Sophia Tan, Project Architect

SERVICES SCHEDULE

The schedule for the Services is shown below.

Deliverable	Deadline
Project kickoff.	Second week of May, 2026
Facility conditions assessments/programming and needs assessment – most site visits, analytical work, and stakeholder meetings for these deliverables is substantially complete by this deadline.	June 30, 2026
The concept design phase, including town hall-style meeting and phasing analysis, is substantially complete by this deadline.	August 15, 2026
Development of cost estimates and funding recommendations/strategy is complete by this deadline.	September 15, 2026
A rough draft of the final report is ready for staff review and input by this deadline.	October 12, 2026
Present draft report to City Council	November 2, 2026
Incorporate City Council feedback into final report. Publish final report and deliver electronically and on a USB drive in PDF format to City staff by this deadline.	No later than December 31, 2026

The Services shall be completed no later than December 31, 2026.

Request for Quotes

Facility Conditions Assessment and Facility Needs Analysis

City of Dayton, Oregon

The City of Dayton (“City”) is requesting quotes from qualified architectural, engineering, planning, or owner’s representative firms to assist the City with evaluating its municipal building facilities and long-term City Hall needs.

This informal request is being issued in accordance with the City’s purchasing policies and applicable state law for personal services at the intermediate procurement threshold. Selection will be made based on what the City determines to be in its best interest.

1.0 Project Background

The City is located in Yamhill County between the cities of McMinnville and Newberg. The City has 13 employees providing the full range of municipal services for a population of around 2,700.

The City’s existing City Hall has exceeded its useful life. For that reason, and due to projected growth, the City Hall is no longer adequate to meet current or future operational needs.

The current City Hall houses the Finance Director, Utility Billing, and Code Enforcement, as well as the Mary Gilkey City Library (“Library”). The City Hall, including the Library, spans approximately 3,040 square feet. The Library has a collection of approximately 10,500 items. This building is located at 416 Ferry Street, and its tax map and lot number from the Yamhill County Assessor is R4317DD 00201.

Other City functions—including the City Manager, City Recorder, Tourism/Economic Development, and City Council chambers/courtroom—are located in the City Hall Annex (“Annex”), which is a separate building on the same campus. This is approximately 6,000 square feet in size. The address for the Annex is 408 Ferry Street, and it is located on the same campus as the City Hall. The total City Hall/Annex campus is 0.63 acre. This campus also includes a trailer that houses the Public Works staff, as well as staff parking and several storage areas for Public Works equipment and materials. The construction dates for City Hall and the Annex are unknown.

In addition, the City owns the Palmer Creek Lodge Community Events Center (“Community Center”), a two-story facility constructed in 1955 with a combined square footage of approximately 8,000. This building is located at 606 4th St, Dayton, OR 97114. The tax map and lot number from the Yamhill County Assessor is R4317DD 01000. The Community Center campus totals 0.66 acre and includes a parking lot.

Photos of the Annex and Community Center are included for reference. Photos of the Annex start on page 7. Photos of the Community Center start on page 28.

For the purposes of this project, it is assumed that City Hall and Library functions will be permanently relocated from the existing City Hall/Library facility. The final disposition of the current City Hall/Library is to be determined, though it could include demolition or sale.

2.0 Project Purpose

The City is seeking professional assistance to perform both:

1. A facility conditions assessment of the Annex and Community Center; and
2. A facility needs analysis to define current and future space, functional, and operational requirements and to develop preliminary facility solutions.

These services are intended to serve as owner's due diligence and pre-design. The resulting work will inform the City's selection of a preferred facility option and will serve as the foundation for future selection of a design team and preparation—at a later stage—of a full building permit plan set. The professional assistance sought under this request for quotes does not include at this time preparation of construction documents or permit drawings.

3.0 Options Under Consideration

The City is currently evaluating several potential approaches, including but not limited to:

- Complete interior renovation of the Annex and relocation of all City functions to that building, potentially including expansion of the footprint and abandonment or demolition of the existing City Hall; or
- Relocation of all City functions to the Community Center and conversion of that facility into a consolidated municipal complex; or
- A combination of these two approaches. For instance, some City functions may move to the Annex while other functions (such as municipal court/City Council meetings) may move to the Community Center.

The selected consultant will assist the City in evaluating these options and identifying other viable alternatives, as appropriate.

4.0 Scope of Services and Deliverables

The City anticipates the work generally to include the deliverables listed below. The City is open to consultant input on refining the scope and level of effort within budget constraints.

Facility Conditions Assessment (Annex and Community Center)

- Site visits and review of existing City facilities.
- Assessment of structural, mechanical, electrical, and plumbing systems.

- Evaluation of facility condition, remaining useful life, capacity, efficiency, code (including seismic), and accessibility considerations.
- Identification of major deficiencies and capital improvement needs.

Facility Needs Analysis, Programming, and Conceptual Design

- Meetings with City staff and leadership to understand operational needs, service delivery models, and long-term goals.
- Identification of current and future space needs, adjacencies, and functional requirements.
- Analysis of staffing levels, public interface needs, and growth projections.
- Development of conceptual facility options, including:
 - Model or test-fit floor plans illustrating space layouts and adjacencies;
 - Conceptual exterior massing and elevation drawings sufficient to illustrate building form and scale; and
 - Cost estimates for each conceptual option.
- Development of a high-level phased implementation approach (short-, mid-, and long-term).

Public and Council Engagement

- Facilitation of one (1) town hall–style public meeting or design charrette to gather community input on facility options.
- Participation in up to four (4) City Council meetings. The first three will be to present findings, review options, and facilitate the Council’s selection of a preferred facility approach. The fourth meeting will be a formal presentation of the final report and recommended path forward.

Implementation and Funding Considerations

- Development of a high-level implementation roadmap.
- Identification and discussion of potential funding approaches (e.g., grants, bonds, partnerships).
- Guidance on next steps toward design procurement, permitting, and construction.

5.0 Additional Notes on Community Center Integration and Project Phasing

Community Center Integration

The programming analysis should include an evaluation of community programming needs within the Community Center, which is currently underutilized. Particular attention should be given to how municipal functions may be integrated thoughtfully or co-located with community-oriented uses, while maintaining appropriate security, accessibility, and operational separation where required.

The consultant should assess opportunities to merge or coordinate municipal space needs with community functions, including but not limited to:

- Community events and public gatherings
- Recreational programming
- Senior programming and services
- Rental of meeting rooms or event spaces
- Flexible multi-purpose spaces capable of serving both civic and community uses

The Community Center has historically served as a venue for weddings and other special events and was rented for public and private use. Due to budget constraints, the facility is currently temporarily closed; however, the City considers it a significant underutilized asset and desires to activate and utilize the Community Center to its fullest potential.

Phasing and Operational Continuity

The phasing analysis of this project should address current temporary relocations and operational constraints, including:

- Flooding and water incursion at the existing City Hall, resulting in temporary relocation of staff to the Annex and closure of City Hall to the public;
- Continued operation of the Library within a separate portion of the existing City Hall building until a permanent new location is found; and
- Temporary relocation of City Council and court functions to the upper room of the Community Center.

The consultant should develop phased implementation strategies that account for these realities and propose ways to maintain continuous public access to essential City services during the construction and move-in phases to new facilities.

Phasing recommendations should address:

- Short-term operational needs and interim use of facilities;
- Sequencing of renovations, relocations, or expansions;
- How to minimize disruption to staff, the public, and community programming; and
- Safe and accessible public access during all phases.

The goal of the phasing plan is to ensure uninterrupted municipal operations while transitioning toward a long-term, integrated facility solution.

6.0 Final Report and Presentation

- Compilation of the facility conditions assessment, facility needs analysis, conceptual designs, cost estimates, and implementation roadmap into a comprehensive final report.
- Preparation of presentation materials summarizing findings and recommendations.
- Formal presentation of the final report and recommended path forward at a City Council meeting.

7.0 Requested Information

Interested firms are asked to provide a brief response including:

- A description of the firm and relevant experience.
- Identification of the proposed project lead and key team members, along with a description of their qualifications.

- A general description of the firm’s approach to facility conditions assessments and facility needs analyses, including a description of such assessments/analyses completed within the past 5 years;
- An estimated fee or not-to-exceed amount, including assumptions regarding scope and deliverables.
- Availability and anticipated project schedule.

The City anticipates a target budget of approximately \$75,000 - \$100,000 for this work. Firms are encouraged to propose a scope and level of effort consistent with this budget.

8.0 Schedule, Contact, and Miscellaneous

Responses are requested by February 11, 2026 at 4:00 pm, but early responses are welcome.

Contact information for responses and questions:

Contact: Jeremy Caudle, City Manager
Email: jcaudle@daytonoregon.gov
Phone: 503-864-2221 ext. 504

Submit responses electronically to the email address listed above. Interested firms are welcome to schedule an in-person site visit prior to submitting their quotes by contacting the City Manager to arrange an appointment.

The City anticipates the following schedule:

Description	Date
January 21, 2026	Issue request for quotations
February 11, 2026	Responses to the request for quotations due by 4:00 pm
February 16, 2026	City Manager selects consultant and begins contract negotiations
March 2, 2026	City Council approval of the professional services agreement with the selected consultant
March 3, 2026	Schedule project kick-off with the selected consultant

Consistent with the informal selection procedure for personal services contracts, the City may select the firm it determines to be in the City's best interest or it may elect not to make a selection. The City reserves the right to negotiate the final scope of services, schedule, and compensation with the selected firm. Any resulting contract will be executed using the City's standard "Personal Services Agreement," which governs the terms and conditions for personal services engagements.

All responses submitted to the City in response to this informal "Request for Quotes" are subject to disclosure under Oregon public records law and may be made available for public inspection.

Firms may identify specific portions of their response that they believe qualify as confidential trade secrets by clearly marking those portions as "Confidential." The City does not guarantee that such information will be exempt from disclosure and will handle requests for disclosure in accordance with applicable law.

The City appreciates your interest and looks forward to learning more about your firm's capabilities.

Sincerely,

Jeremy B. Caudle
City Manager

City Hall Annex Pictures



Annex - Rear of building



Annex - Rear/side



Annex – Side facing northeast



Annex – Front/facing Ferry Street



Annex - Meeting room area



Annex - Meeting room area



Annex - Meeting room area



Annex - Meeting room area



Annex - Meeting room area



Annex - Hallway from meeting room to exit on west side of building



Annex - Kitchen



Annex - Laboratory behind kitchen



Annex - Hallway leading from rear office space to meeting room



Annex - Hallway from meeting space to offices/restrooms



Annex - Offices in rear of building on west side



Annex - Offices in rear of building on west side facing north



Annex - Garage bays on east side of building facing Ferry Street



Annex – Garage bays on east side of building facing west of building



Annex - Garage bays on east side of building looking towards wall leading to meeting room



Annex - Garage bays on east side of building facing building rear



Annex - City Manager office on northwest corner of building

Community Center Pictures



Community center – front of building



Community center – front of building



Community center - Entryway facing stairs to lower level



Community center – Stairs to upper level



Community center - kitchen in downstairs



Community center - kitchen in downstairs



Community center – storage area behind kitchen in rear of building



Community center - Meeting space in downstairs facing northeast



Community center - Downstairs meeting space facing kitchen/exist to upstairs



Community center - Upper level hallway to meeting space



Community center - Upper level hallway facing elevator, restrooms, and stairs to attic



Community center – Upstairs meeting space



Community center - Upstairs meeting space facing exit to hallway



Community center - Upstairs meeting space facing east of building



Community center - Attic



Community center – Side of building face west



Community center – Front of building including parking lot



Community center – Front of building including parking lot



HACKER

555 SE MARTIN LUTHER KING JR BLVD
SUITE 501, PORTLAND, OR 97214
+ 503 227 1254
HACKERARCHITECTS.COM

City of Dayton
416 Ferry St.
Dayton, OR 97114

February 11, 2026

Members of the Selection Committee,

Hacker Architects is pleased to submit our qualifications for the City of Dayton's Facility Conditions Assessment and Needs Analysis. We view this as an exciting opportunity to help the City plan thoughtfully for the future—ensuring your civic facilities to serve as welcoming, functional, and resilient spaces for the community.

Our team brings extensive experience in facility assessments, programming, and pre-design for public agencies throughout Oregon and the Pacific Northwest. We understand that successful planning balances long-term vision with practical implementation. Our approach begins with careful listening, gathering the right data, engaging stakeholders, and translating findings into actionable strategies that guide future investment.

We have led numerous civic and community facility assessments and master plans, including recent work for the City of Salem, City of Hermiston, and Jefferson County Library District. These projects required the same balance of technical expertise, operational understanding, and community engagement that will define success for Dayton. Working closely with city staff, we will evaluate existing conditions, identify opportunities for efficiency and adaptability, and develop clear, visually compelling documentation that supports decision-making and funding strategies.

At Hacker, we believe that public buildings are the physical expression of community values. They should reflect the people they serve—functional, adaptable, sustainable, and welcoming. We would be honored to collaborate with the City of Dayton to create a strong foundation for future improvements.

Thank you for the opportunity to submit our qualifications. We look forward to the possibility of working with you on this important planning effort.

Sincerely,

Laura Klinger, AIA, LEED AP
Principal-In-Charge + Project Manager
lklinger@hackerarchitects.com
c: 503 939 8542 • o: 503 227 1254

City of Dayton Facility Conditions Assessment and Facility Needs Analysis

Proposal Response

February 11 2026

HACKER



HACKER

555 SE MARTIN LUTHER KING JR BLVD
SUITE 501, PORTLAND, OR 97214
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HACKERARCHITECTS.COM

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416 Ferry St.
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Sincerely,

Laura Klinger, AIA, LEED AP
Principal-In-Charge + Project Manager
lklinger@hackerarchitects.com
c: 503 939 8542 • o: 503 227 1254

Who We Are

At Hacker we believe that architecture is at its best when it's an honest expression of the people and institutions it serves, when it interacts meaningfully with its surroundings, and makes the most of the client's resources. Our partnership with clients, with their intimate understanding of the needs of those who will inhabit their buildings, is central to our process. We can only do our best work when we listen deeply and respond wholly and creatively to our clients' aspirations.

Over the last 43 years, Hacker has worked in the Pacific Northwest to create architecture inspired by the unique qualities of the region's landscape, history, and culture. This work has included significant cultural and civic buildings in the region as well as private development for multifamily and hospitality. Our devotion to craft and experience of environmentally progressive design, our expressive use of materials and natural light — above all, our reputation for clarity and meaning in every aspect of design — has earned us international, national, and regional recognition for design excellence.

- **Supporting your Mission.** We see a great opportunity to create a comprehensive Needs Analysis that makes efficient use of your resources, and provides fresh options for modern, innovative spaces equipped to grow with your community.
- **Experience with Government Agencies.** Working with public agencies means adhering to institutional standards, communication protocols, and review processes. Our broad experience with diverse agencies allows us to efficiently navigate these standards, ensuring optimal value for owners.
- **Responsive Workplace Design.** We excel in programming and designing modern workplaces that are responsive to each client's workflow and aspirations.

1983
Established

34
Employees

40+
Municipal Clients

35
Completed Library
Projects + Designs



Salem Public Works Building; Salem, OR

Your Team

Laura Klinger, David Keltner, and Sophia Tan are all leaders in our civic work. All three have been involved in our Public Works projects in Salem and Forest Grove and our recently completed renovation of the Hermiston Library and Civic Center. Each bring a deep understanding of working collaboratively with municipal clients to deliver creative and cost-conscious solutions.

Additional Partners

In addition to the Hacker team, we're collaborating with **PAE**, MEP Consultants we have been partnering with for decades whom possess an impeccable reputation in the Pacific Northwest. PAE will assess the capacity of your existing infrastructure to support growth and make forthright and feasible recommendations.

KPFF, our trusted Structural Engineering partner will work alongside Hacker to assess all existing conditions, evaluate remaining useful life, and inform conceptual design options presented to the City Council and community.

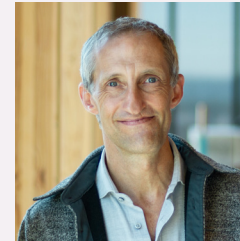
Cost estimator **KJF Cost Studio** will provide reliable information to guide decision-making and support focused, confident design exploration.

This team has worked together before and our familiarity with workflows will provide Dayton with an efficient and accessible process.

City of Dayton Project Leadership Building Committee City Council



LAURA KLINGER
PRINCIPAL IN CHARGE,
PROJECT MANAGER



DAVID KELTNER
DESIGN PRINCIPAL



SOPHIA TAN
PROJECT ARCHITECT



MEP ENGINEERING



STRUCTURAL
ENGINEERING



COST ESTIMATING



Laura Klinger, AIA, LEED AP

Principal in Charge, Project Manager

Laura is one of Hacker's most senior Project Managers. With over 25 years of experience in civic, public, and community-oriented design, she leads design teams skillfully, positioning Hacker at the forefront of design and technology innovation. She focuses on the evolving role of public buildings in the community and is skilled in navigating projects with a heavy focus on community involvement and large stakeholder groups. Her expert leadership guides projects through conceptual design projects, facilities assessments and modernization studies, renovations, and new buildings. Award-winning Hacker projects under Laura's leadership include Ledding Library, Salem Library, and the Salem Public Works Building.



City of Salem Public Works Building; Salem, OR

RELEVANT PROJECTS

Jefferson County Library Facility Assessment + Renovation + Addition Design; Madras, OR

Oregon Trails Library District Facilities Assessments + Master Plan

Heppner Branch; Heppner, OR

Boardman Branch; Boardman, OR

Irrigon Branch; Irrigon, OR

City of Salem Public Works Building; Salem, OR

Salem Civic Center Facility Assessment + Renovation; Salem, OR

City of Salem Public Library Facility Assessment + Renovation; Salem, OR

Salem Civic Center Facility Assessment + Renovation; Salem, OR

Hermiston Library & Civic Center Renovation + Facility Assessment; Hermiston, OR

Woodland Library; Woodland, WA

CERTIFICATIONS

Licensed Architect: OR

American Institute of Architects, member

LEED Accredited Professional

Harvard Graduate School of Design: Planning and Design for Public Libraries



David Keltner, AIA, LEED AP

Design Principal

David is a Lead Designer at Hacker with more than 30 years in the field. A natural leader, he guides the design team and works collaboratively with stakeholder groups throughout the design process to articulate their visions and identify the unique sense of place in every project. David has led design for many of the firm's most notable projects, including public libraries, civic buildings, higher education facilities, master planning, urban developments, and renovation/expansion projects. His passion for design lies in his desire to create buildings unique to the communities they serve.



Ledding Library; Milwaukie, OR

RELEVANT PROJECTS

Jefferson County Library Facility Assessment + Renovation + Addition Design; Madras, OR

Oregon Trails Library District Facilities Assessments + Master Plan

Heppner Branch; Heppner, OR

Boardman Branch; Boardman, OR

Irrigon Branch; Irrigon, OR

City of Salem Public Works Building; Salem, OR

City of Salem Public Library Facility Assessment + Renovation; Salem, OR

Salem Civic Center Facility Assessment + Renovation; Salem, OR

Hermiston Library & Civic Center Renovation + Facility Assessment; Hermiston, OR

Woodland Library; Woodland, WA

Ledding Library; Milwaukie, OR

CERTIFICATIONS

Licensed Architect: OR

American Institute of
Architects, member

LEED Accredited Professional



Sophia Tan, CDT

Project Architect

Sophia has experience working on diverse projects, spanning civic, commercial, residential, and educational buildings, amassing 12 years of industry experience. She prioritizes meticulous design, pristine spaces, and fostering vibrant atmospheres. Notably, she has handled various public administrative buildings. Most recently, Sophia has been serving as project architect for Forest Grove Public Works Renovation and Addition and Multnomah County Public Libraries Renovations—both with demanding public clients and lean budgets that require creative and efficient solutions.



Forest Grove Public Works Renovation + Addition; Forest Grove, OR

RELEVANT PROJECTS

Oregon Trails Library District Facilities Assessments + Master Plan

Heppner Branch; Heppner, OR

Boardman Branch; Boardman, OR

Irrigon Branch; Irrigon, OR

Hermiston Library & Civic Center Renovation + Facility Assessment; Hermiston, OR

Multnomah County Libraries Renovations—5 Branches; Portland, OR

Sunrise Water Authority; Happy Valley, OR *

Lafayette Fire Department; Lafayette, OR *

Lincoln City Police Department; Lincoln City, OR *

Monmouth City Hall; Monmouth, OR *

**prior to joining Hacker*

CERTIFICATIONS

Licensed Architect: OR

Certified Document Technologist



An Organized Approach: “Our Action Plan for Getting You There”

As your architect for the Facility Needs Assessment and Needs Analysis, our initial step will be to meet with your Building Committee at a pre-kickoff meeting to learn more about the management structure, decision making, and what defines a successful outcome of this project for you. From there, we will create a process framework including a detailed schedule and work plan. This document will outline every phase, meeting, milestone, and deliverable you can expect throughout the assessment and design process. The work plan will include upcoming agendas and set expectations for stakeholders. Prior to each meeting, we will distribute agendas, and promptly distribute concise meeting notes. These notes will encompass decisions made, illustrations, photos, or sketches developed during meetings, along with clearly identified action items.

Additionally, we will collaborate with you to establish a clear framework of stakeholders and their respective responsibilities in developing the facilities master plan. **This step is crucial for ensuring efficiency and success throughout the process.**

After establishing the foundational materials of the project we will engage in the tasks you have requested.

The City of Dayton will gain from Hacker’s deep-rooted municipal expertise, built over decades of collaboration with agencies across Washington and Oregon.

Through this experience, we have honed our ability to meet the unique needs of city and county entities, delivering creative design solutions that uphold the highest quality standards while responsibly managing public funds. Central to our approach is our partnership with clients, with their intimate understanding of the needs of those who will inhabit their buildings – we can only do our best work when we listen deeply and respond wholly and creatively to our clients’ aspirations. In the following pages, we have provided an overview of our process that outlines how the design team will support the tasks with specialized services and insights.

Task One : Facility Conditions Assessment, Programming, and Needs Analysis

Task 1A : Kick Off

During this phase, our focus will be on establishing goals for your project. First we will gather and review all existing documentation pertaining to the buildings and sites. As your design team, we will initiate brainstorming for what the design vision is for this work. At our kickoff meeting, Hacker will guide your Building Committee through a vision-setting exercise aimed at creating comprehensive, non-program specific goals. **These goals will serve as a guiding touchstones for decision-making throughout the project.**

During the goal-setting process, we will provoke conversation about longer term needs and changes to infrastructure that may expand your vision and generate ideas that align with your community's needs. We will discuss possibilities for functionality and innovation while ensuring flexibility for future adaptations.

Additionally, at this kickoff meeting, we will validate our assumptions based on provided materials and discuss the project schedule, confirm stakeholders involved, and the overall process.

Task 1B : Building + Site Assessments

It's essential that we thoroughly understand all aspects of your buildings, sites, and operations before initiating any design work.

Our team will conduct comprehensive assessments to gain a thorough understanding of the opportunities and constraints presented by the buildings and sites. Our site analysis will examine various factors including access points, accessibility, parking and neighborhood context.

Our building assessments will cover facility size and capacity, building envelope, accessibility, safety and security measures, furniture, fixtures, as well as structural, mechanical, and electrical systems. To ensure a thorough analysis and provide optimal strategies for resource maximization, we have proposed involving two specialized sub-consultants to participate in existing conditions assessment:

PAE (MEP engineers) and **KPFF** (structural engineers). PAE and KPFF will collaborate with Hacker's team conducting on-site reviews and engaging with key facilities staff to document existing conditions and discuss pertinent issues.

At this time we will also engage with relevant jurisdictional agencies to ensure we grasp all zoning and planning requirements, as well as associated timelines.

1C : Programming + Needs Assessment

During this phase, Hacker will collaborate with City Leadership and Staff to develop comprehensive programs for Dayton's Municipal Buildings. These programs will outline the design specifications for the spaces, encompassing public, staff, service and outdoor areas. They will include detailed descriptions of each space and its intended contents, as well as spatial relationship requirements between different areas, furniture and equipment needed for each space. Additionally, there will be detailed charts and lists specifying furniture and equipment needed for each space with careful consideration given to adjacencies, future growth, circulation, and flexibility requirements. The programming analysis will include an evaluation of community programming needs within the Community Center with attention to how municipal functions could be integrated thoughtfully or co-located with community-oriented uses, while maintaining appropriate security, accessibility, and operational separation.

The design team (Hacker and consultants) will meet with the identified work groups in a combination of in-person (on site) and virtual meetings. Initial meetings will review existing conditions, discuss current workflows and the vision for longer term needs. **We will learn an immense amount by observing how your departments work together and what works (and what doesn't) on your current campus.** Subsequent meetings will review the detailed descriptions of the draft program.

Stakeholder Involvement:

- Building Committee Meetings
 - Project Kick Off
 - Building Program and Assessment development
 - Draft Needs Assessment review
- City Staff and Leadership Programming Meetings
- On site meetings with key facilities staff at each building
- City Council presentation as needed

Deliverables:

- Project Goals and Vision Statements
- Project Schedule and detailed workplan
- Meeting notes
- Building Assessment
- Building Programs (including Community Programming needs)
- Needs Analysis

Task Two : Concept Design

Once the building and site analyses are completed, the design team will develop a series of concept designs demonstrating potential program configurations for the buildings and phasing scenarios. Recently, Hacker created a similar focused analysis for the City of Salem Public Works Building. Our criteria encompassed qualitative aspects that are important to you; such as access, circulation, adjacencies, views, as well as practical considerations such as parking availability and solar access. That site analysis is included to the right.

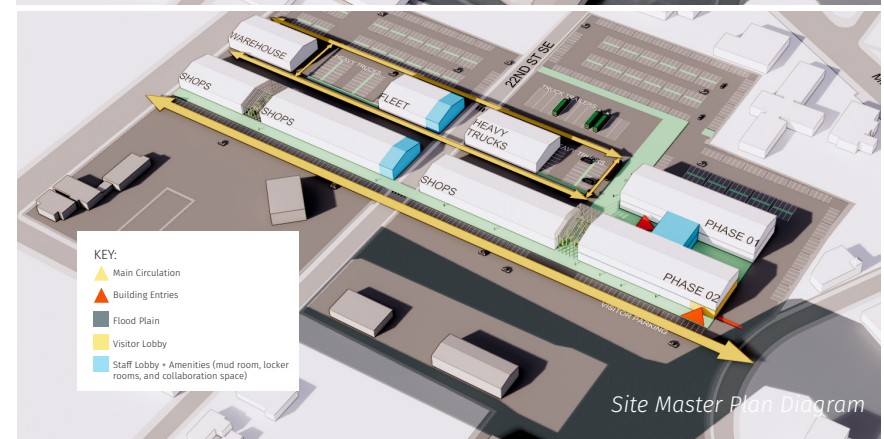
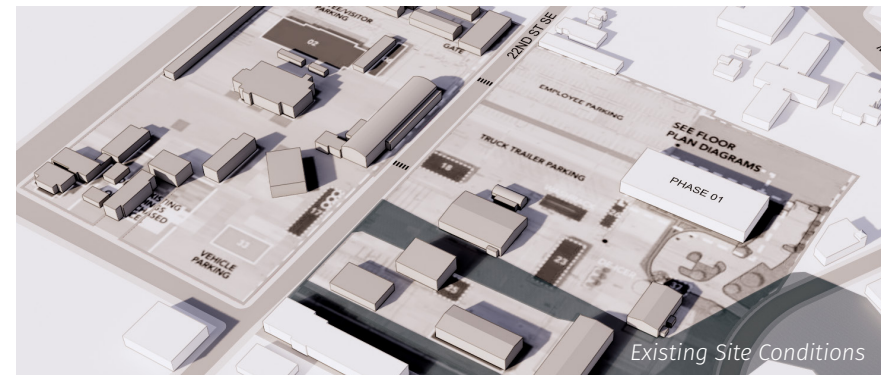
For your project, we will initially explore and develop a minimum of three design options. These designs will be crafted in collaboration with input from the Building Committee and identified Stakeholders. We will collaborate with the committee and other stakeholders to review and obtain feedback to further the options development. The options will

include careful **Phasing Analysis** to ensure uninterrupted municipal operations while transitioning toward a long-term, integrated facility solution.

These Concept Design options will cover the following scenarios at minimum:

- Complete interior renovation of the Annex and relocation of all City functions to that building, potentially including expansion of the footprint and abandonment or demolition of the existing City Hall.
- Relocation of all City functions to the Community Center and conversion of that facility into a consolidated municipal complex.
- A combination of these two approaches.

We recommend that the Community Town Hall along with City Council engagement occurs during the midpoint of this phase, after we've developed a series of design options but before finalizing designs. This timing allows us to analyze feedback and focus on integrating the most valued features and amenities.



Community engagement is an essential part of this process. Hacker recognizes that the success of the project depends not only on technical excellence but also on the trust, understanding, and enthusiasm of the broader community. Our team will facilitate clear, inclusive, and transparent communication throughout the public engagement process to ensure that the facility vision reflects both City goals and community priorities.

This town hall-style will provide an opportunity for residents, local organizations, and other stakeholders to share feedback on facility options, priorities, and desired outcomes.

Our facilitation approach is structured to make complex information accessible and engaging. We will present clear visuals and narrative summaries of the conceptual design options, highlighting the trade-offs, benefits, and implications of each. Through open discussion and interactive activities, participants will be encouraged to express their values and preferences for the future of the facility.

Feedback gathered during this session will be summarized and integrated into the subsequent refinement of the preferred concept, ensuring the public's perspective meaningfully informs project

Upon selecting the preferred design options, we will further refine and present conceptual-level drawings. These drawings will serve to inform the cost estimate and visually depict the project options in a clear and compelling manner.



Woodland Library; Woodland, WA

Stakeholder Involvement:

- Building Committee Meetings
 - Initial Design Options
 - Refined Design Options
 - Final Design Options
- City Council presentation(s) as needed
- Town Hall Community Event

Deliverables:

- Concept Design options including phasing scenarios
- Community input report
- Meeting notes

CITY COUNCIL ENGAGEMENT SUMMARY

Hacker will actively support the City's decision-making process through participation in up to four City Council meetings. Below are potential moments for their engagement.

Meeting 1: Presentation of findings from the Facility Conditions Assessment and Needs Analysis.

Meeting 2: Review of conceptual design options and discussion of evaluation criteria.

Meeting 3: Facilitation of Council deliberation and selection of the preferred facility approach.

Meeting 4: Presentation of the final report and recommendations, summarizing feedback from the public engagement process and Council direction.

At each meeting, Hacker will prepare clear, visually compelling presentation materials to support productive discussion and transparent communication of design and cost information. We will work closely with City staff to ensure Council members have the necessary context and resources to make informed decisions aligned with community values and long-term goals.

Task Three : Cost

This phase is critical as accurate cost estimates can profoundly impact project outcomes. It's essential that the costs associated with any design options or recommendations presented in our final report accurately reflect current market trends and forecasts. Your key decisions will hinge on this cost information, underscoring the need for realistic data to help your community evaluate each option effectively.

Stakeholder Involvement:

- Building Committee Meetings
 - Draft Cost report review
- City Council presentation as needed

Deliverables:

- Cost estimates for each design option

Task 4 : Funding

As the project vision becomes more clearly defined, Hacker will work with the City to establish a strategic path forward for implementation and funding. This phase focuses on translating the preferred concept into a practical, phased roadmap that aligns with the City's goals, available resources, and long-term planning priorities.

Our approach emphasizes flexibility and transparency—ensuring that decision-makers understand the timeline, key milestones, and potential options for adapting to evolving priorities or funding opportunities. The implementation roadmap will also highlight the near-term steps necessary to maintain project momentum, including potential permitting pathways, partnership coordination, and early enabling work.

Deliverables:

- Funding and Implementation Analysis
- Meeting Notes

Task 5 : Report

Once the cost estimates are finalized, we will compile a comprehensive Final Report, which serves as the ultimate deliverable for your Facilities Master Plan. This report will be presented as an executive summary, integrating all the material and information gathered throughout our work in a clear and accessible format.

We will present the draft report to the Building Committee, facilitate a decision, and incorporate feedback into the final report which will be presented to City Council.

Stakeholder Involvement:

- Building Committee Meetings
 - Draft Report review
- Final presentation of Report to City Council

Deliverables:

- Multi-year Master Plan Report



Ledding Library; Milwaukie, OR

Municipal Clients

Hacker is inspired by the effort and commitment shown by City employees towards their communities. We see a great opportunity to analyze and revitalize well-worn City facilities, making efficient use of your resources, and providing fresh options for modern, innovative spaces equipped to grow with your community while supporting your mission.

Our ideal working relationship with the City prioritizes minimizing surprises and maximizing desired outcomes. This requires a high-performing collaborative team where the City and design team all have seats at the table maximizing value and minimizing risk. We know that working with public agencies means adhering to institutional standards, communication protocols, and review processes. Our broad experience with municipal clients allows us to efficiently navigate these standards, ensuring optimal value for owners.

Libraries: Our library work began over 30 years ago with the design of the Spokane Public Library. Since then, Hacker has completed over 35 public library projects for clients across the West Coast, which include new buildings, renovations and additions, and **providing services such as modernization studies, facility needs assessments, and master planning.**

Renovations: Hacker has decades long experience in renovation and addition projects, and while every renovation project faces unique idiosyncrasies and unknown conditions. Our team members' most recent renovation work includes the **Forest Grove Public Works, Hermiston Civic Center, and Salem Public Library.**



“Our new library has quickly become a beloved community hub. Patrons of all ages appreciate the light-filled, welcoming, and thoughtful elements designed by Hacker Architects. Their ability to translate our shared vision into an inviting and inspiring space was outstanding. It was a great pleasure to have worked with the talented team at Hacker.”

Jennifer Hauan, Woodland Library
Fort Vancouver Regional Libraries





FOREST GROVE, OR

Forest Grove Public Works Renovation + Addition

This public facility project expands and renovates the City’s Public Works Department, creating a more welcoming entry, improved workspaces, and a new lunch and training room. The phased design allows continuous operation—staff will remain in the existing building during construction of the addition, then relocate so the original facility can be renovated into upgraded locker rooms for the field crew. Hacker’s site plan and building layout were developed with this seamless transition in mind. Working closely with the City’s project manager, department directors, and staff, the team balanced functionality, budget, and long-term operational goals.

PROJECT SIZE

6,300 sq ft

CLIENT

City of Forest Grove

STATUS

Under Construction

SERVICES

Programming

Architecture

Interior Design

Construction Observation



SALEM, OR

City of Salem Public Works Building

This Public Works facility serves as a central hub for multiple city departments and as an emergency response center, designed to maximize efficiency and collaboration. A Risk Category IV structure, it incorporates SCADA systems and an emergency operations center within an all-electric, net-zero-ready design powered by solar energy. Its high-performance exterior reduces operating costs and simplifies maintenance. Inside, natural light and durable finishes create a welcoming, cost-effective environment. The “Muddy Boots” concept allows smooth transitions between field and office spaces, while centralized meeting areas strengthen coordination and connectivity across departments.

PROJECT SIZE

50,000 sq ft

CLIENT

City of Salem

COMPLETED

Aug 2023

SERVICES

Programming

Architecture

Interior Design

Construction Observation



HERMISTON, OR

Hermiston Library & Civic Center Facility Assessment + Renovation

Hermiston’s renovated Library transforms an outdated facility into a bright, welcoming hub that supports learning, connection, and community for all ages. The project modernized the building and expanded areas for children, teens, and gatherings while preserving its role as a civic anchor.

Part of a broader city initiative, Hacker designed three coordinated renovations—the Library, Senior Center, and City Hall IT Department—under one funding model. Each was completed while occupied, requiring careful planning and collaboration with city staff. The result enhances services, accessibility, and efficiency, delivering a vibrant, modern civic campus completed on budget.

PROJECT SIZE
14,000 sq ft

CLIENT
City of Hermiston

COMPLETED
Aug 2025

SERVICES
Facility Assessment

Programming

Architecture

Interior Design

Construction Observation



HERMISTON, OR

Jefferson County Library Facility Assessment and Concept Design

The renovation and 12,000-square-foot addition reimagine Jefferson County’s 6,000-square-foot library to meet the community’s evolving needs. The expanded facility includes dedicated adult and youth areas, a children’s activity room, heritage collection, study spaces, flexible meeting and event rooms, offices, and inviting outdoor areas. Designed as a vibrant hub for learning, creativity, and connection, the library honors the existing building while fitting naturally into its residential context. Developed through robust community engagement—including outreach at the Library and the Warm Springs Reservation—the concept emphasizes flexibility, inclusivity, and adaptability, supported by renderings and cost evaluations for future bond preparation.

PROJECT SIZE
18,000 sq ft

CLIENT
City of Madras

STATUS
Ongoing

SERVICES
Facility Assessment

Programming

Conceptual Design



WOODLAND, WA
Woodland Library

The Woodland Library creates a welcoming, practical hub that serves the community’s diverse needs. Designed with a two-wing layout connected by a central hub, the building can flex with funding and accommodate future growth. Multiuse, adaptable spaces maximize utility, while outdoor gathering areas, a learning garden, and a planned connection to the adjacent park and lake extend the library’s reach beyond its footprint. The design prioritizes accessibility and flexibility, supporting a wide range of activities for all ages. By combining thoughtful indoor and outdoor spaces, the library provides a vibrant, inclusive environment while remaining responsible to the project budget.

PROJECT SIZE
 7,500 sq ft

CLIENT
 Fort Vancouver Regional Libraries

COMPLETED
 2024

SERVICES
Programming

Architecture
 Interior Design
 Construction Observation



BOARDMAN, HEPNER, AND IRRIGON, OR
Oregon Trail Library District Facility Assessments + Master Plan

The Boardman, Heppner, and Irrigon library master plans synthesize long-term vision with practical implementation. Hacker completed comprehensive facility assessments and developed a cohesive strategy for each community, guided by a multidisciplinary team of project managers, library specialists, and technical experts. Inclusive community engagement shaped the process, ensuring the plans authentically reflect local needs. Customized outreach involved residents from all three towns, with special attention to historically underserved populations. The resulting master plans provide a clear roadmap for future library construction, balancing functionality, flexibility, and community priorities while establishing a foundation for vibrant, welcoming spaces that support learning and civic connection.

PROJECT SIZE
 Boardman 7,500 sq ft
 Heppner 6,000 sq ft
 Irrigon 5,000 sq ft

CLIENT
 Oregon Trail Library District

COMPLETED
 2026

SERVICES
Facility Assessments (3)

Programming
Master Planning



SALEM, OR

Salem Public Library Facility Assessment + Renovation

The Boardman, Heppner, and Irrigon library master plans synthesize long-term vision with practical implementation. Hacker completed comprehensive facility assessments and developed a cohesive strategy for each community, guided by a multidisciplinary team of project managers, library specialists, and technical experts. Inclusive community engagement shaped the process, ensuring the plans authentically reflect local needs. Customized outreach involved residents from all three towns, with special attention to historically underserved populations. The resulting master plans provide a clear roadmap for future library construction, balancing functionality, flexibility, and community priorities while establishing a foundation for vibrant, welcoming spaces that support learning and civic connection.

PROJECT SIZE

96,000 sq ft

CLIENT

City of Salem

COMPLETED

2022

SERVICES

Facility Assessment

Programming

Architecture

Interior Design

Construction Observation



SALEM, OR

Salem Civic Center Facility Assessment + Renovation

The Civic Center houses nine departments, two courtrooms, and a council chamber. Funded through a bond for seismic and infrastructure upgrades, the project balances scope and budget while creating a modern, uplifting workplace. Seismic improvements include shear walls and collector plates, carefully designed to meet requirements without compromising the building's historic character, and cost-effective window film replaces full window replacement. The building enclosure is upgraded with a full roof replacement. Hacker works closely with city project managers, department directors, and staff to align functionality, budget, and goals, tracking costs throughout design phases and key milestones to ensure the project remains on budget.

PROJECT SIZE

90,000 sq ft

CLIENT

City of Salem

STATUS

Under Construction

SERVICES

Facility Assessment

Programming

Architecture

Interior Design

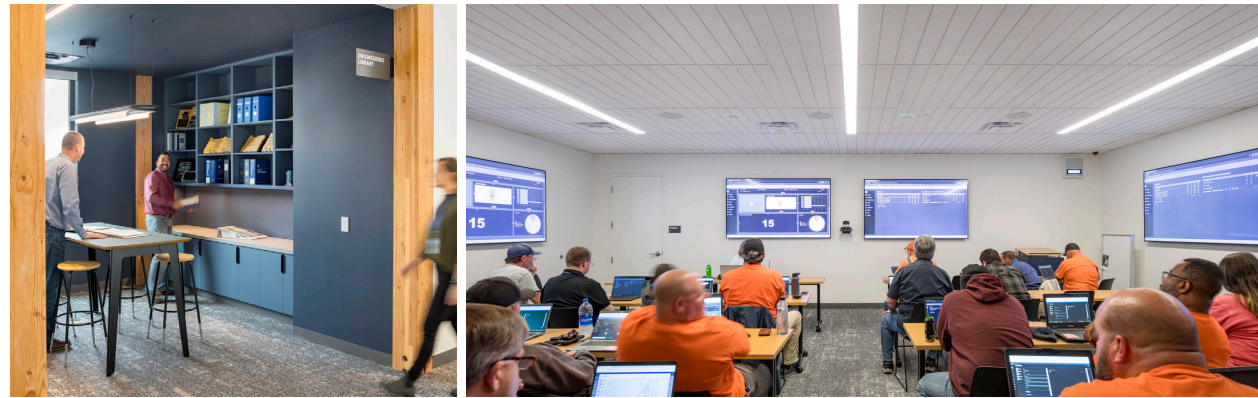
Construction Observation

Fee

For the scope and deliverables outlined in Our Project Approach, our not to exceed design fee is \$89,000.

“The team from Hacker are fantastic collaborators. First and foremost, they listened and asked questions to truly understand our organization and its needs. They constructively challenged us with design concepts to test our own understanding of how we work and how we should adapt to the future. All while working seamlessly with the design-build contractor to find practical solutions that met the budget. Working with them has been incredibly rewarding, successful, and fun!”

Allen Dannen, City Engineer
City of Salem

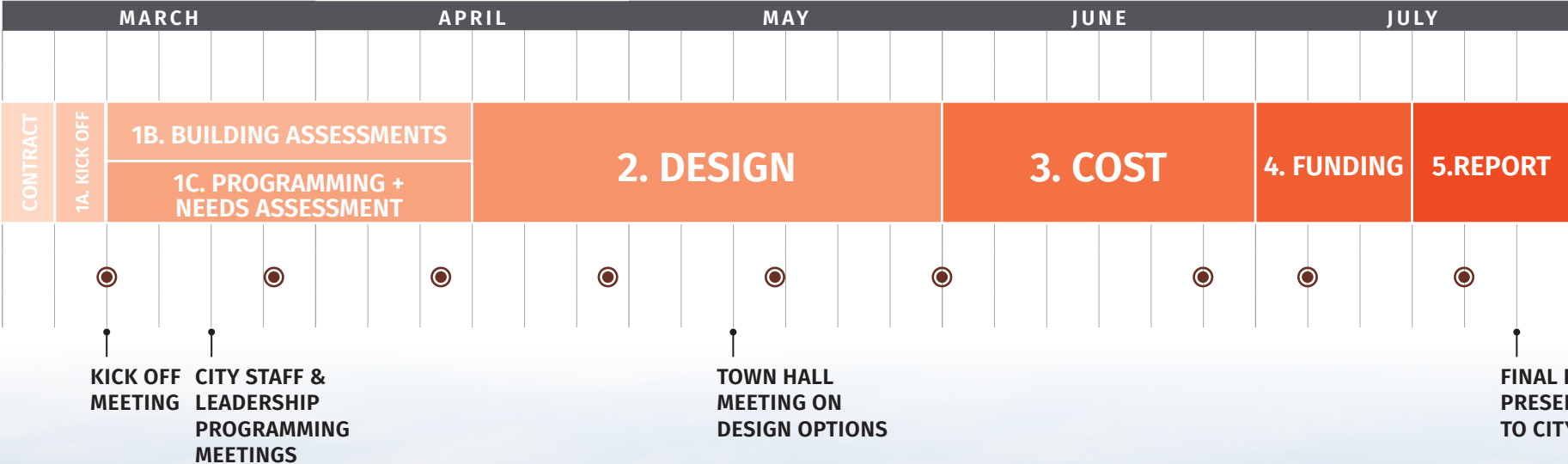


Salem Public Works Building, Salem, OR

PROJECT SCHEDULE

⊙ TEAM MEETINGS
OWNER + ARCHITECT

Below is our proposed Project Schedule. We are happy to work with you to make adjustments to fit your timeline.



Woodland Community Library; Woodland, WA

555 SE MARTIN LUTHER KING JR
BLVD
SUITE 501
PORTLAND, OR 97214

2838 NW CROSSING DR
SUITE 202
BEND, OR 97703

+ 503 227 1254

hackerarchitects.com

HACKER

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To: Honorable Mayor and City Councilors

From: Jeremy Caudle, City Manager

Issue: Approval of Resolution 2025/26-20 A Resolution Authorizing Staff to Prepare Recommended Development Code Amendments and Planning Work Funded through A DLCDC Technical Assistance Grant.

Date: May 4, 2026

Background:

- The MWVCOG received a grant from the Department of Land Conservation and Development on behalf of the city.
- The grant will pay for MWVCOG to audit our development to code determine compliance with recent changes in state law pertaining to development.
- Based on the review of that audit, MWVCOG will author changes to our development code to bring us into compliance with the law.
- Staff cannot begin text amendments to the development code independently. This requires direction from either the Planning Commission or City Council. (DMC 7.3.112.02).
- The resolution following this

Budget impact:

Per the attached letter from MWVCOG, this project will have "a negligible impact on the City's planning budget."

Attachments:

- 4/24/26 letter from MWVCOG
- Kickoff meeting agenda and schedule detail
- Resolution

Recommended motion:

"I move to approve resolution 2025/26-20, 'A Resolution Authorizing Staff to Prepare Recommended Development Code Amendments and Planning Work Funded through A DLCDC Technical Assistance Grant.'"



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Date: April 24, 2026
To: City Manager or Administrator
From: McRae Carmichael, Community and Economic Development Director
Subject: 2025-27 DLCD Housing Assistance Grant Contract HA 27-020

The MWVCOG was awarded a grant application from the Department of Land Conservation and Development (DLCD) on behalf of your City to complete state-mandated development code amendments to comply with housing-related statutes and facilitate housing production, affordability, and choice that apply to your city based on population size. The funds are being disbursed directly to MWVCOG to complete these code updates and will have a negligible impact on the City's planning budget.

The purpose of this memo is to inform you of our award and inform you of the steps your contract planner will develop with you to begin working with staff to complete this work.

MWVCOG's contracted tasks are as follows:

Task 1: Project Kick-Off and Project Management

The purpose of the project kick-off is for MWVCOG to verify the action items and task assignments with the City staff and review a proposed schedule for the actions required for the completion of all tasks. The level of detail required for the proposed project schedule should be determined by mutual agreement by the City and the MWVCOG.

Task 2: Prepare Code Audit and Code Concepts

MWVCOG will review the City's comprehensive plan, zoning ordinance, and other land development documents and regulations (if any) to identify legal or policy issues related to residential development.

This will include, but is not limited to, your planner determining whether the comprehensive plan and zoning code contain:

- Policies, criteria, and standards for the approval of housing proposals that comply with the minimum statutory requirements, including, but not limited to HB 2001, HB 2003, HB 3395, SB 1537, and HB 2258.
- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660)

- A clear and objective path for approval of residential development
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay that should be removed.

The City will schedule and provide notice and an agenda for a Planning Commission meeting to present findings and recommendations of the code audit and concepts.

Task 3: Draft Code Updates

After reviewing the findings and recommendations of the code audit with the Planning Commission, MWVCOG will prepare draft updates to the City's zoning ordinance, other development regulations (if any), and comprehensive plan (if needed), to address issues identified in Task 2.

The Planning Commission will serve as the advisory committee for the project. The City will schedule and provide notice and an agenda for a commission meeting to review the draft code update deliverables. After reviewing the code updates with the commission, MWVCOG will prepare the final draft of the legislative code amendments. The final draft document will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing code language; and clean text, in a format suitable for adoption.

Task 4: Adoption

MWVCOG contract planner will work on your staff to schedule and provide notice and an agenda for hearings before Planning Commission and City Council to adopt the final legislative amendments. MWVCOG will prepare and present the staff reports for both required hearings.

We look forward to working with you on these updates. Please reach out if you have any concerns or questions for us as we proceed with this work for the City.

Sincerely,

McRae Carmichael

Community & Economic Development Director



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Date: May 1, 2026
To: City Development Team
From: Curt Fisher, AICP - Associate Planner MWVCOG
Subject: 2025-27 DLCD Housing Assistance Grant Kickoff Agenda

1. Project Introduction

Project Purpose: The purpose of this Project is to prepare a hearings-ready development code or recommendations for comprehensive plan and development code amendments to comply with recent housing-related legislation and identify additional opportunities to facilitate housing production, affordability, and choice. The work scope includes four major tasks outlined in the project schedule below. The work projects will be reviewed by city staff and the Planning Commission. The Planning Commission will serve as the advisory committee for the project. The public will have the opportunity to provide input at the meetings of the Planning Commission and at the two public hearings in the adoption process.

2. Project Schedule

Task 1: Project Kick-Off and Management

Timeline: April - May 2026

The purpose of the project kick-off is for MWVCOG (COG) to verify the action items identified through this initial meeting with City staff, and to develop and share a proposed schedule for the actions required for the completion of all tasks. The level of detail required for the proposed project schedule should be determined by mutual agreement between the City and the COG.

COG will have regular check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions.

Task 1 MWVCOG Deliverables:

- Kickoff meeting agenda
- Summary of major tasks and action items for the project
- Proposed project schedule

Task 1 City Deliverables:

- Attendance at kickoff meeting
- Review and provide input on the proposed project schedule

- Communicate any other City goals and objectives related to housing that can be addressed with the project
- Copy of relevant comprehensive plan and code sections, or other relevant City data or documents

Task 2: Code Audit and Code Concepts

Timeline: April 2026-June 2026

COG will review the City’s comprehensive plan, zoning ordinance, and other land development documents and regulations (if any) to identify legal or policy issues related to residential development. This will include, but is not limited to:

- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660)
- A clear and objective path for approval of residential development
- Recommendations to remove standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay
- Recommendations to remove criteria or procedures related to housing that may stymie production.

The City will schedule and provide notice and an agenda for a Planning Commission meeting to review findings and recommendations of the code audit. COG will coordinate with the City on meeting arrangements and facilitate the meetings.

Task 2 MWVCOG Deliverables:

- Code Audit findings and recommendations (Code Concepts)
- Presentation materials to explain Code Audit findings and recommendations to the advisory committee, the public, and interested parties

Task 2 City Deliverables:

- Review and comment on Task 2 products produced by the COG
- Planning Commission meeting notices, invitations, and published agendas
- Meeting minutes

Task 3: Draft Code Update

Timeline: June 2026-August 2026

After reviewing the findings and recommendations of the code review with the Planning Commission, the COG will prepare draft updates to the City’s zoning ordinance, other development codes (if any), and comprehensive plan (if needed), addressing issues identified in Task 2.

The City will schedule and provide notice and an agenda for Planning Commission meetings to

review the draft code update deliverables. After reviewing the code update with the advisory committee (joint work session and or planning commission), MWVCOG will prepare final draft updates to the City's zoning ordinance, other development codes (if any), and comprehensive plan (if required), addressing issues identified in Task 2. The final draft document will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing code language; and clean text, in a format suitable for adoption.

Task 3 MWVCOG Deliverables:

- Draft updates to the zoning ordinance, other development codes (if any), and comprehensive plan (if required)
- Presentation materials to explain draft updates to the approval body,
- Planning Commission meeting notes

Task 3 City Deliverables:

- Review and comments on Task 3 products produced by the COG
- Planning Commission meeting notices, invitations, and published agendas
- Meeting minutes

Task 4: Adoption

Timeline: October 2026-December 2026

City will schedule and provide notice and an agenda for hearings to adopt updates to the City's zoning ordinance, other development codes (if any), and comprehensive plan (if required). MWVCOG will coordinate with the City on hearing arrangements and present updates to the hearings body or bodies.

Please note: Adoption of the hearings-ready work product is not required for this task. The deliverables below are sufficient to demonstrate substantial completion of this task.

Task 4 MWVCOG Deliverables:

- Presentation materials to explain final draft updates to the hearings body or bodies.
- Staff report, recommendation, and draft motion address applicable City criteria for legislative actions.

Task 4 City Deliverables:

- Hearings notices, agendas, and minutes.

3. Next Steps

- Initiate Legislative Amendment process per City procedural requirement.
- Commence Code Audit (Task 2)
- Schedule first meeting with Planning Commission to review Code Audit results and recommendations.

RESOLUTION 2025/26-20
City of Dayton, Oregon

***A Resolution Authorizing Staff to Prepare Recommended Development Code Amendments
and Planning Work Funded Through a DLCD Technical Assistance Grant***

WHEREAS, the Oregon Department of Land Conservation and Development (DLCD) has awarded grant funding on behalf of the City to support code updates; and

WHEREAS, the grant-funded work will support the City in evaluating land use regulations, development constraints, and planning opportunities that may affect housing production, affordability, and choice; and

WHEREAS, the City Council finds it beneficial to authorize staff to coordinate with grant administrators, consultants, and partner agencies to complete the funded work program; and

WHEREAS, pursuant to DMC 7.3.112.02, a plan or code text amendment may be initiated by the Planning Commission or City Council.

The City Of Dayton Resolves As Follows:

Section 1. The City Council hereby authorizes staff to initiate and coordinate grant-funded planning activities associated with the DLCD Technical Assistance Grant.

Section 2. Staff are further authorized to prepare and return to the Planning Commission and City Council any recommended comprehensive plan, development code, or related legislative amendments identified through the grant work.

Section 3. The Planning Commission shall serve as the advisory body for review of any proposed legislative amendments and shall make recommendations to the City Council following any required public hearings.

Section 4. Final adoption of any amendments shall occur only after public hearings before the Planning Commission and City Council and in accordance with applicable notice and procedural requirements.

Section 5. This Resolution shall take effect immediately upon adoption.

ADOPTED this 4th day of May 2026.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTESTED BY:

Rocio Vargas, City Recorder

Date of Enactment

To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: Review resolution and explanatory statement for local option levy renewal
Date: May 4, 2026

Background:

- Our local option levy will expire on 6/30/27 unless renewed by the voters in November.
- City Council can refer this measure to the voters by passing a resolution similar to what's presented after this report.
- The City Attorney prepared the resolution and explanatory statements in the report for your review.

Recommendation:

- Review the attached resolutions and explanatory statements.
- Provide feedback and direction to staff on changes (if any).
- Prepare a final draft for approval at the June 1 City Council meeting.

Budget impact:

- N/A

Recommended motion:

As this is a discussion item, no action is necessary.


Next steps:

- Incorporate City Council feedback into a final draft of the resolution. City Council will consider and approve the resolution at the first June meeting.





Attachments:

- Elections calendar
- Draft resolution
- Draft explanatory statement

2026 Local Elections Calendar

 Measures	March 10	May 19	August 25	November 3
Last Day for County Elections Official to Publish → notice of district measure election	See ORS 255.085			
Last Day for County, City, or District Governing Body to File with Local Elections Official → ballot title for publication of notice or → referral text so a ballot title can be written	December 19, 2025	February 27	June 5	August 14
Last Day for Local Governing Body to File with County Elections Official → Form SEL 801 Notice of Measure Election - County  Form may only be filed upon completion of the ballot title challenge process.	January 8	March 19	June 25	September 3
→ Form SEL 802 Notice of Measure Election - City  Form may only be filed upon completion of the ballot title challenge process.	January 8	March 19	June 25	September 3
→ Form SEL 803 Notice of Measure Election – District  Form may not be filed until after the deadline for the immediately preceding election has passed and only upon completion of the ballot title challenge process.	January 8	March 19	June 25	September 3
Last Day to File with County Elections Official → arguments for inclusion in county voters' pamphlet	January 12	March 23	June 29	September 8

2027 Local Elections Calendar

 Measures	March 9	May 18	August 24	November 2
Last Day for County Elections Official to Publish → notice of district measure election	See ORS 255.085			
Last Day for County or City Governing Body to File with Local Elections Official → ballot title for publication of notice or → referral text so a ballot title can be written	December 18, 2026	February 26	June 4	August 13
Last Day for Local Governing Body to File with County Elections Official → Form SEL 801 Notice of Measure Election - County  Form may only be filed upon completion of the ballot title challenge process.	January 7	March 18	June 24	September 2
→ Form SEL 802 Notice of Measure Election - City  Form may only be filed upon completion of the ballot title challenge process.	January 7	March 18	June 24	September 2
→ Form SEL 803 Notice of Measure Election – District  Form may not be filed until after the deadline for the immediately preceding election has passed and only upon completion of the ballot title challenge process.	January 7	March 18	June 24	September 2
Last Day to File with County Elections Official → arguments for inclusion in county voters' pamphlet	January 11	March 22	June 28	September 7

EXPLANATORY STATEMENT

This measure is a 5 year Local Option Tax for Dayton public safety services. If approved, the City of Dayton will have \$327,097 for police services each year for 5 years beginning fiscal year 2027-2028.

In 2022, the City passed an operating levy for public safety services which was a continuation of previous levies. The levy approved in 2022 stated it was for 6 years; however, state law only allows local option levies to be for a period of 5 years. So, by operation of law, the levy passed in 2022 will terminate at the end of fiscal year 2026-2027 hence the need for a new levy to begin fiscal year 2027-2028.

The proposed levy is a continuation of the current funding level and is not an additional levy. It would fund the current Yamhill County deputy sheriff providing police services exclusively in the City and could include the following services: Municipal Court, Court/Records Clerk, Code Enforcement Officer, 9-1-1 services and other related administrative and support services, including but not limited to the costs related to the levy itself.

By contracting out for these services, the City receives numerous benefits including but not limited to public safety service, criminal law enforcement, City ordinance citations, traffic enforcement, preparation of reports, attendance at City Council meetings, clerical services, administrative services, vehicle maintenance and upkeep, and professional training.

The levy is needed to ensure the City's public safety needs are met as the population continues to grow. The levy would foster continued positive growth and provide a stable public safety presence in the City. Failure of the measure would reduce police services offered to the public and decrease the efficiency of services already offered. The Yamhill County Sheriff's Office currently provides 40 hours a week of services exclusively in the City based on an intergovernmental agreement it has with the City. Calls are answered based upon priorities set by the department. If this levy passes, the City will have continued dedicated coverage in an approximately 1 square mile area. This ensures the same level of police response and contributes to officer familiarity with the City and its activities. The total amount of the levy is \$1.85 per \$1,000 of assessed valuation each year for 5 years, beginning in tax year 2027-2028. A home assessed at \$100,000 would pay \$185 annually. The current law enforcement local option tax will expire June 30, 2027, and the proposed 5- year levy is for the same amount taxpayers paid under the previous levy.

The estimated tax cost for this measure is AN ESTIMATE ONLY based on the best information available from the county assessor at the time of the estimate.

RESOLUTION NO. _____
CITY OF DAYTON, OREGON

A Resolution of the Dayton City Council Submitting to the Registered Voters of the City for Their Approval A Renewal of the Local Option Tax at a Rate of \$1.85 Per \$1,000 of Assessed Value Annually for 5 Years Beginning in Fiscal Year 2027-2028 to Provide Police Services.

WHEREAS, policing is a basic and vital city service; and

WHEREAS, the City of Dayton previously placed an operating levy on the ballot for public safety services that was approved by the voters in 2007, 2010, 2012, 2015, 2018 and again in 2022; and

WHEREAS, in February 2022, the City Council adopted Resolution No. 21/22-16, which purported to levy a 6 year local option tax; and

WHEREAS, the voters authorized the local option levy set forth under Resolution No. 21/22-16 at the May 17, 2022 election; and

WHEREAS, the term of the local option levy approved in 2022 should have been for 5 years rather than 6 years as required by state law; and

WHEREAS, the City of Dayton's current local option levy for funding public safety services should expire on June 30, 2027; and

WHEREAS, the City Council has reviewed a number of options to provide such services; and

WHEREAS, the Council desires to send a local option tax to the voters for the November 3, 2026 General Election to renew the current levy without an increase in taxes; and

WHEREAS, this proposed tax measure is outside the limitation imposed by Section 11, Article XI of the Oregon Constitution and must be submitted to the voters of the City for their approval:

THE CITY OF DAYTON RESOLVES AS FOLLOWS:

SECTION 1: An election is hereby called in and for the City of Dayton, Yamhill County, Oregon for the purpose of submitting to the legal voters of said city the following:

QUESTION: Shall Dayton renew the operating levy of \$1.85 per \$1,000 assessed value for 5 years for police services beginning 2027-2028? This measure renews current local option taxes.

SECTION 2: Tuesday, November 3, 2026 is hereby designated as the date for holding

the election for the purpose of voting on the measure as stated in Section 1 of this resolution.

SECTION 3: The election will be held by mail-in ballot in the City of Dayton, Yamhill County, Oregon.

SECTION 4: The precincts for said election shall be and constitute all of the territory included within the corporate limits of the City of Dayton.

SECTION 5: The ballot title to appear on the ballots shall be:

CAPTION: 5 YEAR RENEWAL OF LOCAL OPTION TAX FOR POLICE SERVICES

QUESTION: Shall Dayton renew the operating levy of \$1.85 per \$1,000 assessed value for 5 years for police services beginning 2027-2028? This measure renews current local option taxes.

SUMMARY: The levy would fund the current Yamhill County deputy sheriff to provide police service exclusively in the City and would include the following services: Municipal Court, Court/Records Clerk, 9-1-1 services and other related administrative and support services including but not limited to costs related to the levy itself.

The City contracts its public safety services out through an intergovernmental agreement with Yamhill County and receives numerous public safety benefits for the cost of service.

The City's current law enforcement local option tax by law will expire on June 30, 2027. The current tax funds a one full-time and one half-time sheriff deputy/school resource officer, and one half-time code enforcement officer. It also funds Municipal Court, 9-1-1 services and support services.

The estimated total amount of the levy is \$327,097 per year for 5 years. A home assessed at \$100,000.00 would pay \$185 annually.

The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of estimate.

SECTION 6: In compliance with ORS 251.345, the City Recorder is hereby authorized to submit an impartial explanatory statement for the Yamhill County Voters' Pamphlet on behalf of the City.

SECTION 7: In the event of any inconsistencies between this Resolution [REDACTED], and Resolution 21/22-16, the provisions of this Resolution [REDACTED] shall control.

SECTION 8: A copy of the ballot title shall be published in the next available edition of a newspaper of general distribution in the City as well as notice of the seven day ballot challenge period as required in ORS 250.296.

SECTION 9: This resolution is effective on ____, 2026.

ADOPTED this __ day of _____ 2026.

In Favor: _____

Opposed: _____

Absent: _____

Abstained: _____

Annette Frank, Mayor

Date

ATTEST:

Rocio Vargas, City Recorder

Date

To: Honorable Mayor and City Councilors
From: Jeremy Caudle, City Manager
Issue: First Reading of Ordinance 670 Amending Dayton Municipal Code Ch. 5.6 Door to Door Solicitation or Materials Distribution
Date: May 4, 2026

Background and Information:

At the November 3, 2025, meeting, the City Council reviewed a draft ordinance updating regulations on door-to-door solicitors. At the March 2, 2026, meeting, following recent case law, the City Attorney recommended removing the permit and fee requirement provisions in Chapter 5.6.

- Key changes included:
 - Reducing when solicitation can occur from 9:00 pm to either 6:00 pm or 5:00 pm, depending on if Daylight Savings Time is in effect.
 - Specifying a 3 inch by 5-inch minimum dimension for “no solicitation” signs.

City Manager Recommendation: Approve the first reading of Ordinance 670 by title only.

Next Steps:

- 1. Councilor volunteer to read the title of Ordinance 670:** “Ordinance 670 of City of Dayton, Oregon, An Ordinance Amending Dayton Municipal Code Ch. 5.6 Door to Door Solicitation or Materials Distribution”
- 2. Make a motion to approve the first reading of Ordinance 670 by title only.**

Potential Motion: “I move to approve the first reading of Ordinance 670 by title only.”

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.

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**ORDINANCE NO. 670
CITY OF DAYTON, OREGON**

**AN ORDINANCE AMENDING DAYTON MUNICIPAL CODE CHAPTER 5.6 DOOR TO DOOR
SOLICITATION OR MATERIALS DISTRIBUTION**

WHEREAS, City Council adopted Ordinance #485, on November 3, 1994, which established Chapter 5, Abatement of Public Nuisance, of the Dayton Municipal Code; and amended same by ordinance #496, on April 7, 1997; and amended by Ordinance 616, on October 7, 2013, and

WHEREAS, City Council finds that it is desirable to add new language or modify language in certain portions of this chapter; now, therefore

NOW THEREFORE, THE CITY OF DAYTON ORDAINS AS FOLLOWS:

Section 1. City Council hereby adopts the amendments to Chapter 5.6 of the Dayton Municipal Code shown in "Exhibit A", attached hereto and made a part hereof; and

Section 2. This ordinance shall become effective thirty (30) days after its adoption.

PASSED AND ADOPTED by the Dayton City Council this ___day of _____ 2026.

Mode of Enactment:

Date of first reading: _____ In full ___ or by title only___

Date of second reading: _____ In full ___ or by title only___

___No council member at present at the meeting requested that the ordinance be read in full.

___A copy of the ordinance was provided for each council member; three copies were provided for public inspection in the office of the city recorder no later than one week before the first reading of the ordinance; and notice of the availability of copies is given by written posting at city hall and two other public places in the city or by advertisement in a newspaper of general circulation in the city.

Final Vote

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTESTED BY:

Rocio Vargas, City Recorder

Date of Enactment

Attachment: Exhibit A

Exhibit A

5.6 Door-to-Door Solicitation or Materials Distribution

5.6.1 Definitions.

- (a) Distribute, distributor or materials distribution: Any printed or written matter including but not limited to placards, handbills, advertisements or posters, including signs for garage sales placed upon real property used for residential purposes with the intent of communicating with a resident of the property.
- (b) Notice: Any printed or written matter including but not limited to placards, commercial or non-commercial handbills, advertisements or posters, including signs for garage sales.
- (c) Solicit, solicitor or solicitation: Entry onto real property used for residential purposes with the intent of visually or verbally communicating with a resident of the property.

5.6.2 Solicitation and Materials Distribution Violations.

It shall be unlawful for any person to:

- (a) Solicit or distribute before 9 a.m. or after 6 p.m. when the local time is daylight savings time or after 5 p.m. when local time is standard time, without the consent of the occupant to do so.
- (b) Solicit or distribute materials upon real property where a sign conforming to the requirements of Subsection 5.6.6 is posted.

5.6.3 Consent to Enter onto Real Property, Exemptions.

- (a) It shall be an affirmative defense to an alleged violation of Subsection 5.6.2 that the person charged with the violation had received actual or constructive consent of the resident prior to entering onto the real property. Constructive consent to enter onto real property may be implied from the circumstances of each instance, the relationship of the parties and actual or implied contractual relationships.
- (b) The resident of the real property shall be considered to have given

constructive consent to enter onto the real property for the purpose of solicitation or materials distribution between the hours of 9:00 a.m. and 6:00 p.m. when the local time is daylight savings time or after 5:00 p.m. when the local time is standard time, if they have not posted a "No Solicitation" sign, pursuant to Subsection 5.6.4.

- (c) Nothing in this subsection shall be construed to authorize the entry into a structure located on real property. The right to enter any structure must be otherwise provided for by law.
- (d) Political, Religious, Government, School and Civic solicitation are exempt from the requirements of Chapter 5.6.
- (e) No person may be charged with a violation of Subsection 5.6.2 in connection with an act committed between 4:00 p.m. and 9:00 p.m. on each October 31st.

5.6.4 "No Solicitation" Sign.

- (a) If a resident of real property chooses to not invite solicitors or distributors onto their property the resident may post a "No Solicitation" sign pursuant to this subsection. The effect of the posting of such a sign is to express the refusal of the resident to grant consent to any person to enter onto their real property to solicit or distribute, except to those persons exempt from these provisions by subsection 5.6.3.
- (b) Signs posted pursuant to this section shall be posted on or near the boundaries of the property at the normal points of entry and must be no smaller than 3 inches by 5 inches in height or width and must contain wording sufficient to notify potential solicitors and distributors that solicitation and distribution is not allowed upon the property.
- (c) For real property possessing no apparent barriers to entry at the boundaries of the property which limit access to the primary entrance of a structure located on the property, placement of the sign at the primary entrance to the structure constitutes compliance with this subsection.

5.6.5 Posting or Distribution Restrictions.

- (a) No person may affix any notice on utility poles, streetlights, stop

signs, other street signs, trees in the public right of way, public places or premises. This section shall not be construed as an amendment to or repeal of any regulation now or hereafter adopted by the City regulating the use and location of signs and advertising.

- (b) No person, either as principal or agent, may scatter, distribute or cause to be scattered on public places or premises any notice.

5.6.6 Evidentiary Matters.

- (a) It shall be prima facie evidence of a violation of Subsection 5.6.2 if written material is found on real property upon which a sign conforming to the requirements of Subsection 5.6.4 has been posted. The person responsible for such written material shall be the person identified in the written material as its proponent, sponsor, distributor or potential beneficiary of the communication conveyed.
- (b) It shall be prima facie evidence of a violation of Subsection 5.6.5 if written material is found on the property described by that subsection.

5.6.9 Violation.

A violation of Chapter 5.6 of the Dayton Municipal Code is a Class B violation, **subject to fine.**

Department Reports



Department	Finance
Month	May
Year	2026

Follow up from last month:

Working on way, if possible, that can get Code 1 money to DCDA without having Mayor go to bank.

Sent plan to correct audit discrepancies to State.

Worked with City Manager to draft City Budget and URA Budget..

Finished Financial Statements by due date..

Activities this month:

Prepare Financial Statements

Distribute funds to DCDA from Code 1 checking.

Two Accountants Payable Check runs.

Implemented improvement to how Cash is reported in the General Ledger so it matches what is shown on Bank Statement. This will speed up the Month End process.

Plan for upcoming month:

Find ways to streamline monthend process.

Begin to document utility billing process.

Department	Finance
Month	May
Year	2026

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.	In-Progress
Title:		
Summary:	No Activity	

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.	In-Progress
Title:	Public Safety Local Option Levy	
Summary:	No Activity.	

Goal:	Goal D : Community Engagement, Communications, and Activities	Status:
Strategy:	D.2 Continue cooperation with and support of citizen-led committees to strengthen community participation and activities.	In-Progress
Title:	Disburse Code 1 Account Funds to DCDA	
Summary:	Funds to be disbursed to DCDA in May.	

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:	Caselle System Training and Implementation	
Summary:	Implemented improvement to how Cash is reported in the General Ledger so it matches what is shown on Bank Statement. This will speed up the Month End process.	

Department	Library
Month	May
Year	2026

Follow up from last month:

In March the library checked out 285 items to patrons for first time use and renewed 319 items Planning for Summer Reading is ongoing. Attended Workforce event at Stoller Estate. Finished sourcing the materials for our "Blue Bin Program" which is called "Pollinator Power" and is about the importance of bees and plant growth. Completed coordination with other libraries and CCRLS to obtain materials for the programs at the other small libraries, reimbursement request submitted to CCRLS.

Activities this month:

Continue working on website updates. Continue to work with City Recorder and Scarlett Communications to ensure continuity of Discover Dayton and other T.E.D. related projects. Assist with prepping for upcoming events including City-Wide Clean Up/Garage Sale and Cinco de Mayo. 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. Anticipating that work will begin on the facilities study this month or next.

Plan for upcoming month:

Summer Reading Program begins the week of June 22nd and runs through August 13.

Department	Library
Month	May
Year	2026

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 (monthly). Adding/updating other information and redesigning as needed.	

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 as all other staff relocated to the Annex.	

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.	

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.	

Goal:	Goal A : Infrastructure Resilience	Status:
Strategy:	D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement.	Complete
Title:	Water Town Hall	
Summary:	Prepare social media event, website news story and event page listing for Water Town Hall meeting.	

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. Each month will feature an author, titles by same will be available for checkout in the library.	

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:	Summer Reading Program	
Summary:	Coordinate with all performers to provide the most appropriate spaces for their events. Prepare weekly scavenger hunt and other activities to increase participation in program. Develop tracking system that is reader-lead (choosing to fill out logs with stickers or talk to us about what they have been reading). Complete kits and other passive programmings.	

Department	Public Works
Month	May
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, Facilities 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.

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, Facilities Project Selection, Aerator Repair Project, Prepair PW Budget, Street Sweeping, Prep for City Wide Clean up, Prep for Cinco Event and Parade, Equipment Repairs (Mowers, Vac Truck, Sweeper), Fisher Farms Project, Water Leaks, 3rd St Project Paving, Hwy 221 Lift Station, Clean Up Donation Paperwork, Dayton Pre-School Equipment Show and Tell, Flagging Cert. Training. Confirmed Irrigation Well for CHSP has run dry (3psi coming out of the well), Barricades & No Parking signs for Sofball Events on Sweeny.

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, Council meetings / Budget meetings, Cinco Event, City Wide Clean Up Event, YRun Event, Barricades and no parking signs for Sweeny during softball events.

Department	Public Works
Month	May
Year	2026

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:	Aerator Project	
Summary:	Aerator Project is almost complete. This project required removal of one unit for repair, and wiring repairs on the other 2 units. While the electrical contractor made repairs we also upgraded electrical to under ground to assist with less damage and less down time due to wire repairs. The aerators help us to meet our DEQ requirements.	

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.	Complete
Title:	Equipment Repairs	
Summary:	Air leak on Sweeper Fixed, PTO repaired on Vac Truck, 2 water lines replaced due to failures on Vac Truck, Mower Repairs (ALL Mowers)	

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.	In-Progress
Title:	Fisher Farms Project	
Summary:	Jeremy has updated on this project at each council meeting.	

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.	Complete
Title:	Water Leaks	
Summary:	Fixed Leak on Maple Street	

Goal: **Status:**

Strategy:		Complete
Title:	3rd & Ferry Paving	
Summary:	The 3rd and Ferry Street project has finished the last of the required items by completing the paving that couldn't be finished last year due to the ODOT paving window.	

Department	Recorder
Month	May
Year	2026

Follow up from last month:

Completed: Cinco Parade Application to ODOT in process. Budget Legal Notices to News Register. Updating Elections page online. City Wide Clean up prep. Updating small cities allotment grant and resubmitting. Elections training on April 1st and 15th.

Activities this month:

Working on: Budget Meetings. Participate in City Hall/Library facilities study. Support Councilor Teichroew in Cinco de mayo event. Coordinating City wide clean up. Ferry Street News quarter 2 issue. Planning quarterly billing/invoicing. Worked with City Engineer to update and submitted the Small Cities Allotment Grant by the deadline. Attended Elections training with Yamhill County Clerk's Office. Attended a Willamette Partnership Workshop for Yamhill County Tourism and Economics.

Plan for upcoming month:

Will be working on: Elections processing starts. Ferry Street News print and mail deadline. News Register legal notices deadlines. TMDL meeting with team to accomplish DEQ requirements for 2026. catch-up with May meetings documents.

Department	Recorder
Month	May
Year	2026

Goal:	Goal D : Community Engagement, Communications, and Activities	Status:
Strategy:	D.2 Continue cooperation with and support of citizen-led committees to strengthen community participation and activities.	In-Progress
Title:	City Wide Clean Up	
Summary:	Check-in volunteers, residents using the service. Provide refreshments to volunteers. Garage sale sign coordination.	

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 infographics, flyers and A-board signs are complete. All the information is available on the website. The first town hall was held at the DHS commons. Coffee with the Council flyer is in the Ferry Street News.	

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.	

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.	Not Started
Title:	TMDL	
Summary:	Will be meeting with staff TMDL team to review DEQ requirements and set up goals and a timeline to achieve by November 1st.	


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:	Elections Prep	

Summary: Start elections preparation. Prepare notice, calendar, city elections guide, and update webpage.
Prepare the packet for candidates. Process Candidate SEL101 form and make sure deadlines are met.



To: Mayor Frank and City Council
From: City Manager Jeremy Caudle
Re: City Manager's report – 5/4/26 meeting
Date: 4/30/26


MEMO

 **At a glance:**

- New wine tasting room coming to town and two big contracts are done.
- Starting the FY 26/27 budget process and finishing FY 25/26 strong are priorities in May.
- In May, we will start the facility needs assessment and condition analysis.

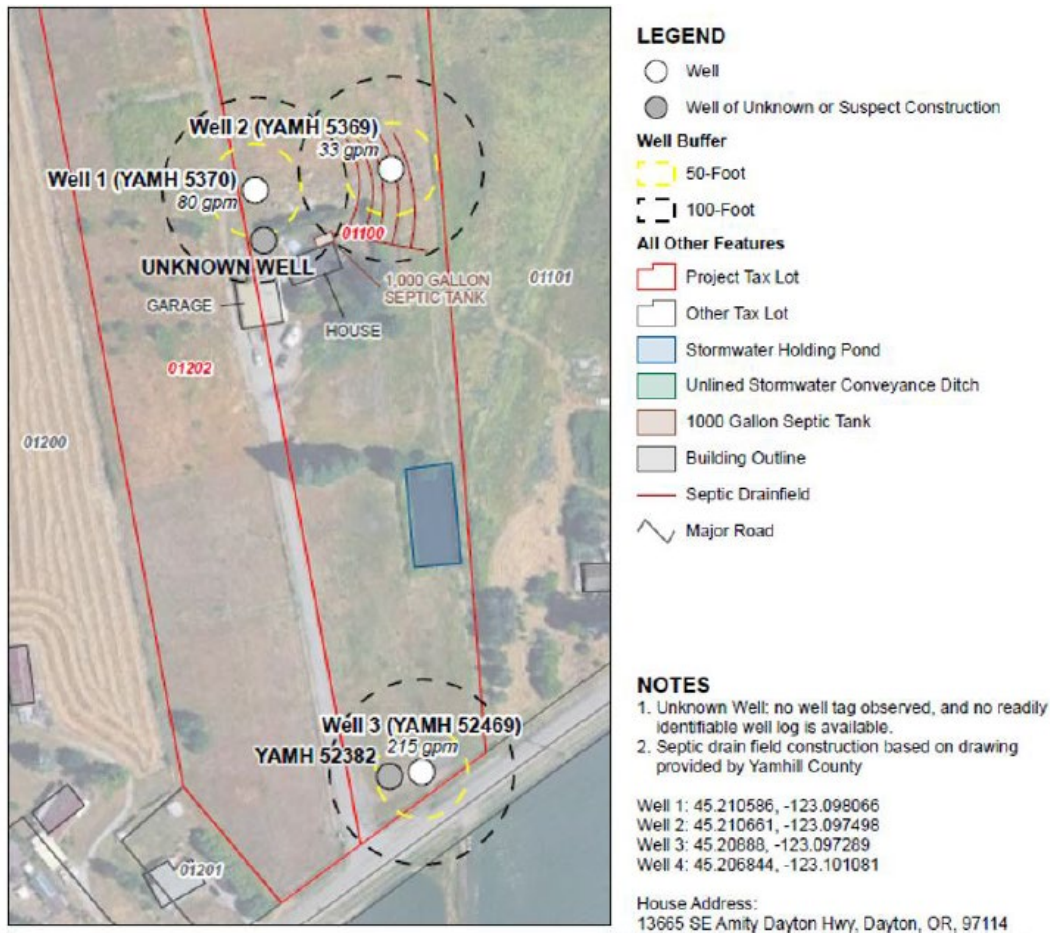
 **Goal A: Infrastructure resilience**

Integrator of record (IOR)

- The City and TAG have signed the contracts that City Council approved.
- This project is done. 

Fisher Farms update

- The City owns the house on tax lot 01100. The Public Works Supervisor rents the house under a caretaker agreement with the City. See graphic on following page.
- While pump testing was underway, the City had to procure alternative housing for the Public Works Supervisor. Water was off at the house while testing occurred.
- The well contractor identified deficiencies with the pump for well 2 pump. We had to fix these deficiencies before the Public Works Supervisor could move back into the house. The total for repairs was \$5,600. Repairs and subsequent coliform testing were completed in time for him to move back in.
- At the last meeting, City Council approved a contract amendment for rehabilitating wells 3 and 4. GSI and I have signed a contract amendment to authorize the work.
- The well contractor is scheduled to start on May 11 (May 18 at the latest, depending on their current workload).
- The project remains on hold until the rehab project is done.



Graphic 1: Site plan showing caretaker residence on tax lot 01100, owned by the City.

Goal B: Economic vitality and sustainable growth

DCDA event

- Participated in DCDA networking event at Carmi Wines on 4/16. Met owners of a new wine tasting room in Dayton. The name of the tasting room is Satyr Fire. I approved their sign permit earlier this month.

Goal C: Public safety and emergency preparedness

Building/Code enforcement

- GoGov had a backlog of old complaints, some dating back 3 years or more.
- I closed those cases, which is why the “Open vs. Closed Requests by Month” graph at the end of the report show 95 cases closed in April.
- I received 11 code complaints in GoGov in April.
- I have closed all but two of those complaints.
- The table at the end of this report shows cases that were opened as of March 1.

Local option levy renewal

- At the last meeting, I said we'd bring draft referral language for your review in May. That language is in the packet for this meeting.

Goal D: Community engagement, communications, and activities

DCDA MOU for marketing grant

- On 4/6/26, I presented to you DCDA's request for marketing grants.
- I negotiated a MOU with the DCDA to award them \$3,500 for marketing DCDA.

Liberty Tree Event

- Participated in the Daughters of the American Revolution's Liberty Tree Dedication on 4/8/26.

Goal E: Organizational excellence and public service enhancement

City Hall study consultant selection

- I have concluded contract negotiations with Hacker Architects.
- That contract is on the agenda for this meeting for approval.
- We've scheduled project kickoff for May 12. Hacker will be on site on May 19 to begin the building assessment.

FY 24/25 audit close-out

- Rob submitted the corrective action plan that you approved on 4/6/26 to the State Audit Division.

Hunter Fiber franchise renegotiation

- We have reached an agreement on a franchise agreement renewal, which our legal counsel has also approved.
- I will bring this to you in June for review and potential approval.

Solicitation ordinance

- I said we'd have a first reading in May. Assuming the first reading is approved, a second reading will be scheduled in June.

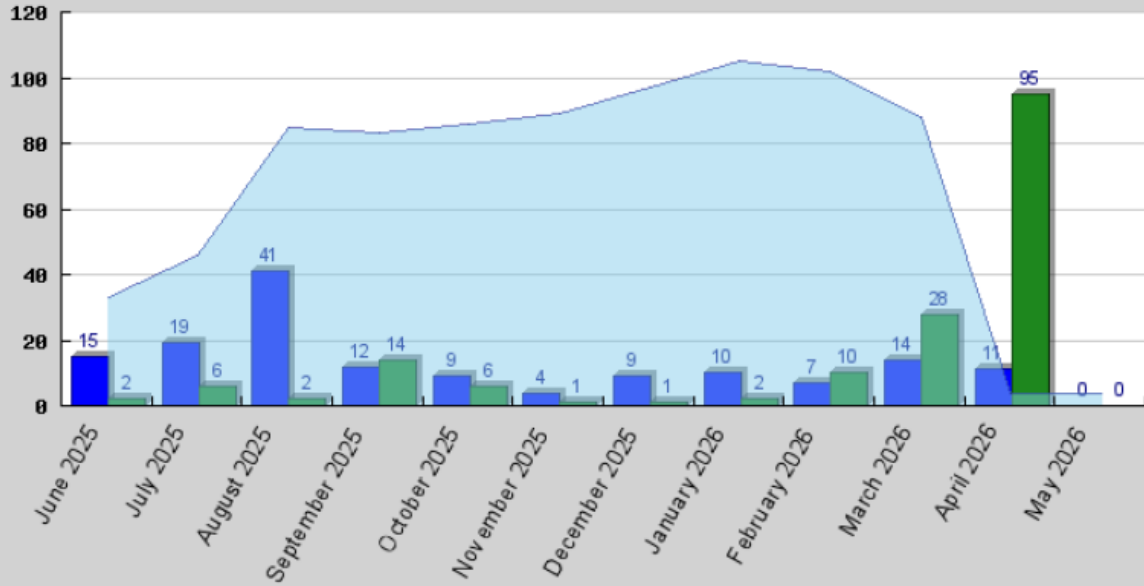
HB 4161

- I reported on this bill at the last meeting. At the time, it was awaiting the Governor's signature.
- The Governor has since signed this into law.

Open Vs. Closed Requests by Month

For Date Period 06/01/2025 through 05/31/2026

■ Opened ■ Closed □ Requests Open at End of Month



Topic	Property	Status	Notes	Date Modified	Date Entered
Other	Mill St	Closed	Neighbor dispute. Referred to YCSO	4/29/2026	4/28/2026
Tall Grass and Weeds	5TH ST DAYTON OR 97114	Closed	In person meeting with resident. Resident working on issue.	4/29/2026	4/28/2026
Barking Dogs	Joel Palmer Way Dayton OR	Closed	In person meeting with resident. Resident working on issue.	4/29/2026	4/22/2026
Barking Dogs	8TH ST DAYTON OR 97114	Resident Working on Issue	Phone call with resident. Resident working on issue.	4/29/2026	4/22/2026
Storing RVs, Trailers, Boats, Trucks, and Vehicles	Dayton OR	Closed	Trailers tagged and removed.	4/29/2026	4/22/2026
Parking in Public Right-of-Ways	4TH ST DAYTON OR 97114	Closed	In person meeting with car owner. Car moved afterwards.	4/28/2026	4/28/2026
Parking in Public Right-of-Ways	FERRY ST DAYTON 97114	Closed	Complaint at City Hall about parking. I observed the car move later in the day.	4/28/2026	4/28/2026
Burning	DAYTON OR 0	Closed	Referred to DEQ.	4/28/2026	4/23/2026
Burning	Ln DAYTON OR 0	Closed	Referred to DEQ.	4/28/2026	4/13/2026
Storing RVs, Trailers, Boats, Trucks, and Vehicles	Howard Jordan Loop Dayton OR	Violation Notice Issued	Trailers tagged and removed. Duplicate by same submitter.	4/23/2026	4/22/2026
Animals	MILL ST DAYTON OR 97114	Complaint		4/22/2026	4/22/2026
Other	Mill St	Closed	Referred to YCSO	4/22/2026	4/22/2026
Junk	2nd Street Dayton OR	Complaint		4/22/2026	4/22/2026
Inoperable Vehicles	Howard Jordan Loop Dayton OR	Complaint		4/22/2026	4/22/2026
Noise	Dayton OR	Closed	Complainant said noise issue is resolved.	4/22/2026	4/22/2026
Parking in Public Right-of-Ways	Howard Jordan Loop Dayton OR	Complaint	Trailers tagged and removed. Duplicate by same submitter.	4/22/2026	3/16/2026
Junk	MAPLE ST DAYTON OR 97114	Complaint		4/22/2026	3/16/2026

Topic	Property	Status	Notes	Date Modified	Date Entered
Barking Dogs	BERRY PL DAYTON OR 97114	Closed	Called complainant. Barking is no longer an issue.	4/13/2026	4/7/2026
Junk	Joel Palmer Way Dayton OR	Closed	In person meeting with resident. Served notice of violation. Resident agreed to remove junk. Follow up inspection verified issue was resolved.	4/7/2026	3/30/2026
Burning	FERRY ST DAYTON OR 97114	Closed	Referred to DEQ.	3/27/2026	3/27/2026
Storing RVs, Trailers, Boats, Trucks, and Vehicles	FLOWER LN DAYTON OR 97114	Letter Generated	Clear Vision Area	3/18/2026	3/11/2026
Parking in Public Right-of-Ways	Howard Jordan Loop Dayton OR	Violation Notice Issued	Junk Vehicle	3/16/2026	3/16/2026
Barking Dogs	Countryside Ct DAYTON OR 97114	Letter Generated	Barking Dogs	3/11/2026	3/11/2026
Property Management	MAIN ST DAYTON OR 97114	Closed		3/9/2026	3/3/2026
Junk	0 Ferry St Dayton OR 97114	Resident Working on Issue	Junk	3/5/2026	3/3/2026

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	102,219	100	0	0	49,537	544,584	696,440

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	8,571.65	53.00	-	-	6,103.58	61,512.90	76,241.13
Sewer Amount	7,759.08	-	-	-	3,843.93	73,330.50	84,933.51
PSF Amount	2,884.20	-	-	-	629.55	10,797.61	14,311.36
Stormwater Amount	-	-	-	-	-	-	-
Debt Amount	-	-	-	-	-	-	-
Misc Amount	30.00	-	-	-	-	500.00	530.00
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	-	-
Late Chrg Amount	40.00	-	-	-	-	1,390.00	1,430.00
Total Charges:	19,284.93	53.00	-	-	10,577.06	147,531.01	177,446.00

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	19,652.26	106.00	-	-	9,908.76	173,269.57	202,936.59
Payments	17,675.26-	-	-	-	7,158.23-	115,634.14-	140,467.63-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	300.00-	300.00-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	19,284.93	53.00	-	-	10,577.06	147,531.01	177,446.00
Current Balance:	21,261.93	159.00	-	-	13,327.59	204,866.44	239,614.96

Year To Date: 07/01/2025 - 04/30/2026

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	1,152,136	8,700	0	1	516,065	6,254,893	7,931,795

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	90,486.40	661.00	-	-	60,406.96	641,137.22	792,691.58
Sewer Amount	70,004.56	-	-	-	34,757.22	662,524.48	767,286.26
PSF Amount	11,536.80	-	-	-	2,489.10	43,057.63	57,083.53
Stormwater Amount	-	-	-	-	-	-	-
Debt Amount	-	-	-	-	-	-	-
Misc Amount	30.00	-	-	-	-	4,126.83	4,156.83
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	504.00	504.00
Late Chrg Amount	410.00	20.00	-	-	110.00	13,680.26	14,220.26
Total Charges:	172,467.76	681.00	-	-	97,763.28	1,365,030.42	1,635,942.46

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	167,903.51-	792.88-	-	90.00-	96,638.43-	1,314,365.54-	1,579,790.36-
Contract Adjustments	-	-	-	-	-	254.61-	254.61-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	183.00-	-	-	-	5,359.18-	5,542.18-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	227.88	-	-	227.88-	-	-
Balance Write-offs	-	-	-	-	-	10.47-	10.47-
Reallocations	-	-	-	-	-	-	-
Total Charges	172,467.76	681.00	-	-	97,763.28	1,365,030.42	1,635,942.46
Current Balance:	21,261.93	159.00	-	-	13,327.59	204,866.44	239,614.96

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	99,956	1,500	0	0	47,987	536,452	685,895
Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	8,058.37	95.00	-	-	5,665.43	57,810.22	71,629.02
Sewer Amount	6,299.61	-	-	-	3,230.25	61,931.73	71,461.59
Misc Amount	-	-	-	-	-	253.41	253.41
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	36.00	36.00
Late Charg Amount	60.00	-	-	-	10.00	1,270.00	1,340.00
Total Charges:	14,417.98	95.00	-	-	8,905.68	121,301.36	144,720.02

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	20,429.23	50.00	-	-	8,855.80	139,324.18	168,659.21
Payments	12,831.67-	50.00-	-	-	9,018.53-	97,373.56-	119,273.76-
Contract Adjustments	-	-	-	-	-	321.51-	321.51-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	150.00-	-	-	-	-	424.27-	574.27-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	14,417.98	95.00	-	-	8,905.68	121,301.36	144,720.02
Current Balance:	21,865.54	95.00	-	-	8,742.95	162,506.20	193,209.69

Year To Date: 07/01/2024 - 04/30/2025

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	1,230,165	95,100	0	1	579,289	6,288,483	8,193,038
Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	95,050.06	3,299.87	-	-	63,340.50	630,414.53	792,104.96
Sewer Amount	49,083.17	-	-	-	26,483.77	536,439.87	612,006.81
Misc Amount	-	-	-	-	-	3,022.67	3,022.67
Backflow Amount	150.00	-	-	-	30.00	2,640.00	2,820.00
NSFCheck Amount	72.00	-	-	-	-	684.00	756.00
Late Charg Amount	460.00	30.00	-	-	30.00	12,240.00	12,760.00
Total Charges:	144,815.23	3,329.87	-	-	89,884.27	1,185,441.07	1,423,470.44

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	149,152.81-	4,079.87-	-	90.00-	91,284.22-	1,163,844.73-	1,408,451.63-
Contract Adjustments	-	-	-	-	-	321.51-	321.51-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	300.00-	-	-	-	-	3,915.92-	4,215.92-

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	144,815.23	3,329.87	-	-	89,884.27	1,185,441.07	1,423,470.44
Current Balance:	21,865.54	95.00	-	-	8,742.95	162,506.20	193,209.69