

**AGENDA  
CITY OF DAYTON  
CITY COUNCIL MEETING**

**DATE:** MONDAY, JUNE 1, 2026  
**TIME:** 6:45 PM  
**PLACE:** Palmer Creek Lodge Community Center – 606 4<sup>th</sup> 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/TytRSEPkDYk?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.	Financial Summary	1
2.	April Financial Statement	2-71
3.	May 4, 2026, Joint Session Meeting Minutes	73-75
4.	May 4, 2026, Regular Session Meeting Minutes	76-80
E.	PUBLIC HEARING	
1.	<i>The City Council will hold a public hearing to obtain citizen input on the budget for the Fiscal Year (FY) beginning July 1, 2026, as approved by the City of Dayton Budget Committee.</i>	
2.	<i>The City Council will hold a public hearing to obtain citizen input on the proposed uses of State Revenue Sharing funds in the City of Dayton FY 2026/2027 Budget.</i>	
	<i>a) State alcohol taxes - \$46,000</i>	
	<i>b) State cigarette taxes - \$1,400</i>	
	<i>c) State marijuana taxes - \$4,000</i>	
	<i>d) State revenue sharing - \$46,000</i>	
F.	ACTION ITEMS	
1.	Recology Presentation, Dan Blue	81-102
2.	Scarlet Communications Contract Addendum Approval	103-110
3.	McDougall Wells Telemetry Replacement Quote Approval with The Automation Group (TAG)	111-114
4.	Authorization to submit a technical assistance financing application to Business Oregon for the “Water System Financial Analysis and Rate Study” project	115-136

**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](mailto:rvargas@daytonoregon.gov).

5. Approval of Resolution 2025/26-21 Approving a Franchise Agreement with Hunter Communications	137-148
6. Approval of Resolution 2025/26-22 Approving an Intergovernmental Agreement with the Mid-Willamette Valley Council of Governments, July 1, 2026, through June 30, 2027	149-171
7. Approval of Resolution 2025/26-23 Approving an Intergovernmental Agreement between Yamhill County and the City of Dayton for Police Services for Fiscal Year 2026/2027	173-180
8. Second Reading of Ordinance 670 Amending Dayton Municipal Code Chapter 5.6 Door to Door Solicitation or Materials Distribution	181-187
9. Rejoining the Yamhill Regional Water Authority Discussion	189-246
<b>G. CITY COUNCIL COMMENTS AND CONCERNS</b>	
<b>H. INFORMATION REPORTS</b>	247-257
1. Finance	
2. Library	
3. Public Works	
4. Recorder	
<b>I. CITY MANAGER'S REPORT</b>	258
<b>J. ADJOURN</b>	

Posted: May 29, 2026

By: Rocio Vargas, City Recorder

### NEXT MEETING

**June 15, 2026, Special Session**

**July 13, 2026, Regular Session**

*Virtually via Zoom and in Person, Palmer Creek Lodge Community Center, 606 4<sup>th</sup> 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](mailto: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](mailto: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.

**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](mailto:rvargas@daytonoregon.gov) .

**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
<b>Revenues</b>																	
Taxes and Assessments	1,443	1,502	13,614	52	-	-	-	-	-	-	-	-	-	-	-	-	16,610
Interest	303	139	623	40	804	1,725	1,248	11	108	284	943	-	1,126	609	111	690	8,762
Licenses and Permits	4,496	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,496
Fees and Fines	1,193	15,969	-	-	-	1,631	619	-	-	-	-	-	-	-	-	-	19,413
Charges for Services	3,318	-	-	-	-	70,576	84,328	-	-	-	-	-	-	-	-	-	158,222
State/Local Tax Sharing	3,087	-	-	-	16,504	-	-	-	-	-	-	-	-	-	-	-	19,591
Grants/Loan Proceeds	1,068	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,068
Miscellaneous	302	-	-	-	-	508	-	-	602	-	-	-	-	-	-	-	1,413
<b>Total Revenues</b>	<b>15,209</b>	<b>17,610</b>	<b>14,237</b>	<b>92</b>	<b>17,308</b>	<b>74,440</b>	<b>86,196</b>	<b>11</b>	<b>710</b>	<b>284</b>	<b>943</b>	<b>-</b>	<b>1,126</b>	<b>609</b>	<b>111</b>	<b>690</b>	<b>229,574</b>
<b>Expenditures</b>																	
Personnel	22,696	2,573	-	-	6,496	37,451	27,341	-	-	-	-	-	-	-	-	-	96,558
Materials & Services	23,017	19,796	52	-	3,991	55,483	13,918	-	6	-	-	-	-	-	-	-	116,262
Capital Outlay & Transfers	14,395	2,943	2,638	6	-	207	825	-	1,126	29,007	1,799	-	2,251	-	-	-	55,196
Capital Acquisition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>60,108</b>	<b>25,312</b>	<b>2,690</b>	<b>6</b>	<b>10,487</b>	<b>93,141</b>	<b>42,084</b>	<b>-</b>	<b>1,131</b>	<b>29,007</b>	<b>1,799</b>	<b>-</b>	<b>2,251</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>268,016</b>
<b>Gross Change in Fund Balance</b>	<b>(44,900)</b>	<b>(7,702)</b>	<b>11,547</b>	<b>86</b>	<b>6,821</b>	<b>(18,701)</b>	<b>44,112</b>	<b>11</b>	<b>(422)</b>	<b>(28,723)</b>	<b>(856)</b>	<b>-</b>	<b>(1,125)</b>	<b>609</b>	<b>111</b>	<b>690</b>	<b>(38,442)</b>
<b>Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>(44,900)</b>	<b>(7,702)</b>	<b>11,547</b>	<b>86</b>	<b>6,821</b>	<b>(18,701)</b>	<b>44,112</b>	<b>11</b>	<b>(422)</b>	<b>(28,723)</b>	<b>(856)</b>	<b>-</b>	<b>(1,125)</b>	<b>609</b>	<b>111</b>	<b>690</b>	<b>(38,442)</b>
<b>Fund Balance, Beginning of Month</b>	<b>133,441</b>	<b>50,379</b>	<b>179,560</b>	<b>12,090</b>	<b>239,777</b>	<b>547,626</b>	<b>338,745</b>	<b>3,278</b>	<b>33,398</b>	<b>115,680</b>	<b>290,096</b>	<b>(8,441)</b>	<b>346,483</b>	<b>186,114</b>	<b>33,883</b>	<b>210,862</b>	<b>2,712,971</b>
<b>Fund Balance, End of Month</b>	<b>88,541</b>	<b>42,677</b>	<b>191,107</b>	<b>12,177</b>	<b>246,598</b>	<b>528,924</b>	<b>382,858</b>	<b>3,289</b>	<b>32,976</b>	<b>86,957</b>	<b>289,240</b>	<b>(8,441)</b>	<b>345,357</b>	<b>186,723</b>	<b>33,994</b>	<b>211,552</b>	<b>2,674,529</b>

CITY OF DAYTON  
 COMBINED CASH INVESTMENT  
 APRIL 30, 2026

COMBINED CASH ACCOUNTS

001.000.102.000	CASH IN US BANK	107,302.37
001.000.102.100	PETTY CASH	200.00
001.000.102.200	CASH DRAWER	150.00
001.000.103.000	CKG - SEWER IMPROVEMENT PROJEC	251.13
001.000.106.000	CASH LGIP INVESTMENTS	2,671,122.44
		2,779,025.94
	TOTAL COMBINED CASH	2,779,025.94
001.000.180.000	WRIGHT GRAPHIC POSTAGE DEPOSI	588.30
001.000.101.000	CASH ALLOCATED TO OTHER FUNDS	( 2,779,614.24)
		.00
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

100	ALLOCATION TO GENERAL FUND	87,524.20
101	ALLOCATION TO LOCAL OPTION LEVY FUND	42,677.25
105	ALLOCATION TO TRANSIENT LODGING TAX FUND	191,106.52
107	ALLOCATION TO DAYTON URA FUND	12,571.79
200	ALLOCATION TO STREET FUND	246,598.11
300	ALLOCATION TO WATER FUND	630,833.47
400	ALLOCATION TO SEWER FUND	386,655.78
450	ALLOCATION TO STORMWATER FUND	3,288.97
500	ALLOCATION TO STATE REVENUE SHARING FUND	32,976.29
600	ALLOCATION TO WATER SYS CAPITAL PROJ FUND	86,956.51
700	ALLOCATION TO SEWER RESERVE FUND	289,240.39
750	ALLOCATION TO EQUIP REPLACEMENT RESERVE FUND	( 8,440.90)
760	ALLOCATION TO BUILDING RESERVE FUND	345,357.47
770	ALLOCATION TO STREET RESERVE FUND	186,722.53
780	ALLOCATION TO PARKS RESERVE FUND	33,994.18
850	ALLOCATION TO DEBT SERVICE FUND	211,551.68
		2,779,614.24
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,779,614.24
	ALLOCATION FROM COMBINED CASH FUND - 001-000-101-000	( 2,779,614.24)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

GENERAL FUND

ASSETS

100.000.101.000	CASH ALLOCATED TO GENERAL FUND	87,524.20	
	TOTAL ASSETS		<u>87,524.20</u>

LIABILITIES AND EQUITY

LIABILITIES

100.000.212.000	STATE W/H TAXES PAYABLE	( 1,241.72)	
100.000.214.000	WORKERS COMP PAYABLE	32.90	
100.000.215.000	STATE SST W/H TAX PAYABLE	59.83	
100.000.218.000	UNEMPLOYMENT INS. PAYABLE	( 60.57)	
100.000.219.000	PFML PAYABLE	359.58	
100.000.220.000	MED/DENTAL & LIFE INS	320.24	
100.000.222.000	MISCELLANEOUS DEDUCTIONS	100.00	
100.000.225.000	STATE UNCLAIMED PROPERTY PAY	( 587.21)	
	TOTAL LIABILITIES		( 1,016.95)

FUND EQUITY

100.000.288.000	FUND EQUITY	130,006.12	
	REVENUE OVER EXPENDITURES - YTD	( 41,464.97)	
	BALANCE - CURRENT DATE	( 41,464.97)	
	TOTAL FUND EQUITY		<u>88,541.15</u>
	TOTAL LIABILITIES AND EQUITY		<u>87,524.20</u>

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
--	--	---------------	------------	--------	----------	------

REVENUE

WORKING CAPITAL

100.000.400.000	WORKING CAPITAL	.00	.00	15,932.00	15,932.00	.0
	TOTAL WORKING CAPITAL	.00	.00	15,932.00	15,932.00	.0

LEVIED TAXES (PRIOR YEARS)

100.000.402.000	LEVIED TAXES (PRIOR YEARS)	376.25	6,402.49	4,000.00	( 2,402.49)	160.1
	TOTAL LEVIED TAXES (PRIOR YEARS)	376.25	6,402.49	4,000.00	( 2,402.49)	160.1

INTEREST

100.000.404.000	INTEREST	302.60	2,956.13	3,300.00	343.87	89.6
	TOTAL INTEREST	302.60	2,956.13	3,300.00	343.87	89.6

BUSINESS/AMUSEMENT LICENSE

100.000.410.000	BUS/AMUSEMENT LICENSE	100.00	2,370.00	2,500.00	130.00	94.8
	TOTAL BUSINESS/AMUSEMENT LICENSE	100.00	2,370.00	2,500.00	130.00	94.8

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	971.20	8,600.74	12,000.00	3,399.26	71.7
100.000.412.200	FRANCHISE-ELECTRIC SERVICE	.00	98,224.16	99,000.00	775.84	99.2
100.000.412.300	FRANCHISE-TELECOMMUNICATIONS	221.89	3,287.59	2,900.00	( 387.59)	113.4
	TOTAL FRANCHISE	1,193.09	120,699.36	128,900.00	8,200.64	93.6

PERMIT & CONSTRUCTION FEES

100.000.416.000	BUILDING PERMITS	922.85	12,840.17	14,000.00	1,159.83	91.7
100.000.416.010	PLAN CHECK FEES	232.70	345.80	6,000.00	5,654.20	5.8
100.000.416.020	TYPE A PERMIT FEES	250.00	500.00	2,500.00	2,000.00	20.0
100.000.416.030	TYPE B PERMIT FEES	.00	13,775.00	50,000.00	36,225.00	27.6
100.000.416.100	PLANNING FEES	2,990.25	25,710.00	107,379.00	81,669.00	23.9
100.000.416.200	CONSTRUCTION EXCISE TAX	.00	.00	500.00	500.00	.0
	TOTAL PERMIT & CONSTRUCTION FEES	4,395.80	53,170.97	180,379.00	127,208.03	29.5

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 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	3,004.23	35,927.35	50,000.00	14,072.65	71.9
TOTAL STATE ALCOHOL TAXES	3,004.23	35,927.35	50,000.00	14,072.65	71.9
<u>STATE SMOKING TAXES</u>					
100.000.428.000	82.33	1,057.70	1,700.00	642.30	62.2
100.000.428.100	.00	2,028.38	5,000.00	2,971.62	40.6
TOTAL STATE SMOKING TAXES	82.33	3,086.08	6,700.00	3,613.92	46.1
<u>LIBRARY</u>					
100.000.430.000	1,067.95	10,595.82	12,000.00	1,404.18	88.3
100.000.430.100	.00	60.00	.00	( 60.00)	.0
TOTAL LIBRARY	1,067.95	10,655.82	12,000.00	1,344.18	88.8
<u>FIRE DEPARTMENT</u>					
100.000.432.000	2,983.05	13,681.53	9,000.00	( 4,681.53)	152.0
TOTAL FIRE DEPARTMENT	2,983.05	13,681.53	9,000.00	( 4,681.53)	152.0
<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 10 MONTHS ENDING APRIL 30, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>						
100.000.480.000	MISCELLANEOUS REVENUE	10.00	758.16	15,000.00	14,241.84	5.1
100.000.480.300	COMMUNITY CENTER RENTAL FEES	.00	450.00	3,700.00	3,250.00	12.2
	<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>10.00</b>	<b>1,208.16</b>	<b>18,700.00</b>	<b>17,491.84</b>	<b>6.5</b>
<u>FIREWORKS DONATION REVENUE</u>						
100.000.495.000	FIREWORKS DONATIONS REVENUE	292.00	1,417.00	.00	( 1,417.00)	.0
	<b>TOTAL FIREWORKS DONATION REVENUE</b>	<b>292.00</b>	<b>1,417.00</b>	<b>.00</b>	<b>( 1,417.00)</b>	<b>.0</b>
<u>MISC FEES &amp; TRANSFERS IN</u>						
100.000.499.300	TAXES COLLECTED	1,066.42	277,715.45	264,882.00	( 12,833.45)	104.8
100.000.499.301	TRANSFER FROM WATER FUND	.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	200.00	1,080.00	100.00	( 980.00)	1080.0
100.000.499.515	SPECIAL EVENT PERMIT FEES	110.00	110.00	.00	( 110.00)	.0
100.000.499.520	VENDOR PARTICIPATION FEES	25.00	75.00	.00	( 75.00)	.0
100.000.499.700	TRANSFER FROM TLT FUND	.00	.00	56,744.00	56,744.00	.0
	<b>TOTAL MISC FEES &amp; TRANSFERS IN</b>	<b>1,401.42</b>	<b>329,055.45</b>	<b>371,876.00</b>	<b>42,820.55</b>	<b>88.5</b>
	<b>TOTAL FUND REVENUE</b>	<b>15,208.72</b>	<b>603,191.34</b>	<b>814,287.00</b>	<b>211,095.66</b>	<b>74.1</b>

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
--	---------------	------------	--------	------------	------

ADMINISTRATION

PERSONNEL

100.100.526.000 CITY MANAGER	1,351.25	13,512.50	16,216.00	2,703.50	83.3
100.100.526.100 CITY RECORDER	1,404.59	14,045.84	16,856.00	2,810.16	83.3
100.100.526.200 ACCOUNTANT	1,416.67	11,063.61	13,301.00	2,237.39	83.2
100.100.526.300 TOURISM/ECON DEVEL DIRECTOR	.00	9,905.26	10,787.00	881.74	91.8
100.100.528.100 PUBLIC WORKS SUPERVISOR	276.37	2,768.03	3,317.00	548.97	83.5
100.100.536.000 LIBRARY DIRECTOR	1,123.55	11,235.22	13,485.00	2,249.78	83.3
100.100.537.000 OFFICE SPECIALIST II	287.81	3,837.83	4,871.00	1,033.17	78.8
100.100.590.000 SOCIAL SECURITY	431.40	5,236.82	6,034.00	797.18	86.8
100.100.592.000 WORKERS COMPENSATION	1.46	1,016.72	1,538.00	521.28	66.1
100.100.594.000 HEALTH INSURANCE	1,070.60	18,447.59	18,412.00	( 35.59)	100.2
100.100.596.000 PERS RETIREMENT	1,726.92	14,801.89	23,187.00	8,385.11	63.8
100.100.598.000 DISABILITY INSURANCE	8.35	121.25	129.00	7.75	94.0
100.100.599.000 UNEMPLOYMENT	5.64	52.44	712.00	659.56	7.4
TOTAL PERSONNEL	9,104.61	106,045.00	128,845.00	22,800.00	82.3

MATERIALS & SERVICES

100.100.600.000 ELECTRICITY	165.72	2,964.87	2,848.00	( 116.87)	104.1
100.100.600.001 ELECTRICITY - COMMUNITY CENTER	530.52	3,492.39	6,600.00	3,107.61	52.9
100.100.600.100 PROPANE	254.99	1,831.98	1,619.00	( 212.98)	113.2
100.100.601.000 OFFICE EXPENSE	375.45	3,552.68	3,920.00	367.32	90.6
100.100.601.100 POSTAGE	.00	203.22	512.00	308.78	39.7
100.100.602.000 TELEPHONE & RELATED	27.93	535.38	958.00	422.62	55.9
100.100.604.000 INSURANCE	.00	2,420.86	1,990.00	( 430.86)	121.7
100.100.608.000 AUDIT	33.84	3,544.74	3,384.00	( 160.74)	104.8
100.100.611.000 TRAVEL & MEETINGS	.00	177.58	1,207.00	1,029.42	14.7
100.100.612.000 TRAINING	.00	177.06	.00	( 177.06)	.0
100.100.614.000 EQUIPMENT REPAIR & MAINTENANCE	6.77	113.94	500.00	386.06	22.8
100.100.614.100 FUEL	89.24	737.79	1,000.00	262.21	73.8
100.100.616.100 SAFETY/UNIFORMS	5.91	74.14	500.00	425.86	14.8
100.100.617.000 SMALL TOOLS/SHOP SUPPLIES	4.14	19.68	125.00	105.32	15.7
100.100.700.000 LEGAL SERVICES	4,415.16	10,062.38	2,561.00	( 7,501.38)	392.9
100.100.700.100 MISC LEGAL (NON ATTORNEY)	.00	177.28	500.00	322.72	35.5
100.100.705.000 PROFESSIONAL SERVICES	11.70	2,517.15	3,318.00	800.85	75.9
100.100.705.300 DATA PROCESSING	361.95	4,909.95	5,112.00	202.05	96.1
100.100.706.000 DUES & CERTIFICATIONS	.00	908.59	812.00	( 96.59)	111.9
100.100.707.000 CITY HALL MAINTENANCE	270.84	4,484.95	5,000.00	515.05	89.7
100.100.707.200 CITY HALL ANNEX MAINTENANCE	600.50	600.50	300.00	( 300.50)	200.2
100.100.707.300 COMMUNITY CENTER MAINTENANCE	598.60	21,577.78	8,000.00	( 13,577.78)	269.7
100.100.708.100 TOOL & EQUIPMENT RENTAL	.00	195.11	100.00	( 95.11)	195.1
TOTAL MATERIALS & SERVICES	7,753.26	65,280.00	50,866.00	( 14,414.00)	128.3

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY &amp; TRANSFERS</u>					
100.100.709.000	.00	16.79	.00	( 16.79)	.0
100.100.750.200	.00	750.00	.00	( 750.00)	.0
100.100.752.000	.00	.00	15,000.00	15,000.00	.0
100.100.799.000	.10	1.08	.00	( 1.08)	.0
100.100.800.000	.00	11,775.00	.00	( 11,775.00)	.0
100.100.830.106	.00	42.03	.00	( 42.03)	.0
100.100.830.300	.00	.00	15,000.00	15,000.00	.0
100.100.830.310	.00	50,000.00	50,000.00	.00	100.0
100.100.903.000	452.67	1,885.45	434.00	( 1,451.45)	434.4
100.100.904.000	.00	1,000.00	500.00	( 500.00)	200.0
100.100.904.400	.00	.00	500.00	500.00	.0
	<u>452.77</u>	<u>65,470.35</u>	<u>81,434.00</u>	<u>15,963.65</u>	<u>80.4</u>
TOTAL ADMINISTRATION	17,310.64	236,795.35	261,145.00	24,349.65	90.7
<u>PUBLIC SAFETY</u>					
<u>MATERIALS &amp; SERVICES</u>					
100.101.601.000	.00	.52	.00	( .52)	.0
100.101.700.500	.00	69.68	.00	( 69.68)	.0
	<u>.00</u>	<u>70.20</u>	<u>.00</u>	<u>( 70.20)</u>	<u>.0</u>
TOTAL PUBLIC SAFETY	.00	70.20	.00	( 70.20)	.0
<u>PARKS</u>					

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
--	---------------	------------	--------	------------	------

PERSONNEL

100.103.526.000	CITY MANAGER	180.17	1,801.70	2,163.00	361.30 83.3
100.103.526.300	TOURISM/ECON DEVEL DIRECTOR	.00	1,204.45	1,660.00	455.55 72.6
100.103.528.100	PUBLIC WORKS SUPERVISOR	276.37	2,768.03	3,317.00	548.97 83.5
100.103.530.000	MAINTENANCE OPERATOR 2	609.64	6,243.21	7,378.00	1,134.79 84.6
100.103.530.100	MAINTENANCE OPERATOR 1	1,737.11	13,163.20	22,041.00	8,877.80 59.7
100.103.534.000	PWKS LABORER/JANITOR	182.95	1,942.48	2,338.00	395.52 83.1
100.103.590.000	SOCIAL SECURITY	223.72	2,913.73	2,979.00	65.27 97.8
100.103.592.000	WORKERS COMPENSATION	.80	573.23	867.00	293.77 66.1
100.103.594.000	HEALTH INSURANCE	742.48	10,726.14	13,823.00	3,096.86 77.6
100.103.596.000	PERS RETIREMENT	896.18	8,303.01	11,442.00	3,138.99 72.6
100.103.598.000	DISABILITY INSURANCE	5.87	70.33	61.00	( 9.33) 115.3
100.103.599.000	UNEMPLOYMENT	2.92	29.06	405.00	375.94 7.2
TOTAL PERSONNEL		4,858.21	49,738.57	68,474.00	18,735.43 72.6

MATERIALS & SERVICES

100.103.600.000	ELECTRICITY	380.19	4,315.68	4,740.00	424.32 91.1
100.103.600.100	PROPANE	76.41	548.97	500.00	( 48.97) 109.8
100.103.601.000	OFFICE EXPENSE	75.82	770.79	1,080.00	309.21 71.4
100.103.601.100	POSTAGE	.00	61.45	159.00	97.55 38.7
100.103.602.000	TELEPHONE & RELATED	14.05	248.48	538.00	289.52 46.2
100.103.603.000	GARBAGE/SANITATION	223.30	2,510.47	2,978.00	467.53 84.3
100.103.604.000	INSURANCE	.00	8,091.53	6,650.00	( 1,441.53) 121.7
100.103.608.000	AUDIT	12.60	1,319.85	1,260.00	( 59.85) 104.8
100.103.611.000	TRAVEL & MEETINGS	.00	16.07	135.00	118.93 11.9
100.103.614.000	EQUIPMENT REPAIR & MAINTENANCE	230.30	1,255.65	2,500.00	1,244.35 50.2
100.103.614.100	FUEL	321.53	2,658.19	3,500.00	841.81 76.0
100.103.616.100	SAFETY/UNIFORMS	117.96	1,673.56	2,000.00	326.44 83.7
100.103.617.000	SMALL TOOLS/SHOP SUPPLIES	82.91	456.89	1,000.00	543.11 45.7
100.103.619.000	PARK MAINTENANCE	2,886.36	23,233.88	15,000.00	( 8,233.88) 154.9
100.103.700.000	LEGAL SERVICES	.00	250.56	618.00	367.44 40.5
100.103.700.100	MISC LEGAL (NON ATTORNEY)	.00	77.51	200.00	122.49 38.8
100.103.705.000	PROFESSIONAL SERVICES	7.91	6,133.62	8,054.00	1,920.38 76.2
100.103.705.300	DATA PROCESSING	116.67	1,792.44	2,018.00	225.56 88.8
100.103.706.000	DUES & CERTIFICATIONS	.00	70.93	116.00	45.07 61.2
100.103.707.000	CITY HALL MAINTENANCE	81.16	1,129.04	500.00	( 629.04) 225.8
100.103.707.200	CITY HALL ANNEX MAINTENANCE	.00	.00	500.00	500.00 .0
100.103.708.100	TOOL & EQUIPMENT RENTAL	.00	.00	200.00	200.00 .0
TOTAL MATERIALS & SERVICES		4,627.17	56,615.56	54,246.00	( 2,369.56) 104.4

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY &amp; 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	.00	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>.00</u>	<u>12,896.36</u>	<u>3,000.00</u>	<u>( 9,896.36)</u>	<u>429.9</u>
TOTAL PARKS	9,485.38	119,250.49	125,720.00	6,469.51	94.9
<u>LIBRARY</u>					
<u>PERSONNEL</u>					
100.104.526.000	180.17	1,801.70	2,163.00	361.30	83.3
100.104.536.000	1,123.55	11,235.14	13,485.00	2,249.86	83.3
100.104.536.100	1,320.56	13,040.53	15,153.00	2,112.47	86.1
100.104.590.000	191.63	2,124.60	2,358.00	233.40	90.1
100.104.592.000	.69	404.87	612.00	207.13	66.2
100.104.594.000	181.11	6,766.45	2,550.00	( 4,216.45)	265.4
100.104.596.000	767.85	6,912.90	9,059.00	2,146.10	76.3
100.104.598.000	1.27	44.15	45.00	.85	98.1
100.104.599.000	2.51	21.41	286.00	264.59	7.5
	<u>3,769.34</u>	<u>42,351.75</u>	<u>45,711.00</u>	<u>3,359.25</u>	<u>92.7</u>

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
--	---------------	------------	--------	------------	------

MATERIALS & SERVICES

100.104.600.000	UTILITIES - ELECTRICITY	49.17	648.39	853.00	204.61 76.0
100.104.600.100	UTILITIES - PROPANE	101.99	744.78	1,141.00	396.22 65.3
100.104.601.000	LIBRARY & OFFICE EXPENSE	308.83	2,872.37	4,000.00	1,127.63 71.8
100.104.601.100	POSTAGE	.00	171.37	442.00	270.63 38.8
100.104.602.000	TELEPHONE & RELATED	14.05	248.48	445.00	196.52 55.8
100.104.604.000	INSURANCE	.00	2,128.85	1,750.00	( 378.85) 121.7
100.104.608.000	AUDIT	18.88	1,977.68	1,888.00	( 89.68) 104.8
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)	.00	58.08	150.00	91.92 38.7
100.104.705.000	PROFESSIONAL SERVICES	11.43	863.63	995.00	131.37 86.8
100.104.705.300	DATA PROCESSING	116.67	1,792.44	2,020.00	227.56 88.7
100.104.706.000	DUES & CERTIFICATIONS	.00	688.93	575.00	( 113.93) 119.8
100.104.706.100	SUBSCRIPTIONS	14.99	230.90	575.00	344.10 40.2
100.104.707.000	LIBRARY MAINTENANCE	108.33	1,506.46	500.00	( 1,006.46) 301.3
	<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>744.34</b>	<b>14,028.32</b>	<b>15,821.00</b>	<b>1,792.68 88.7</b>

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	398.38	1,910.79	4,000.00	2,089.21 47.8
100.104.730.000	SUMMER READING PROGRAM	( 639.76)	247.62	2,000.00	1,752.38 12.4
100.104.730.100	READY TO READ PROGRAM	( 1,974.81)	.00	2,500.00	2,500.00 .0
100.104.730.200	LIBRARY PROGRAMMING	204.61	204.61	500.00	295.39 40.9
100.104.799.000	MISCELLANEOUS EXPENSE	.00	.00	1,000.00	1,000.00 .0
100.104.903.000	EQUIPMENT	452.68	1,417.22	.00	( 1,417.22) .0
100.104.906.000	LIBRARY IMPROVEMENTS	( 26.61)	244.36	500.00	255.64 48.9
	<b>TOTAL CAPITAL OUTLAY &amp; TRANSFERS</b>	<b>( 1,585.51)</b>	<b>4,037.45</b>	<b>11,000.00</b>	<b>6,962.55 36.7</b>

**TOTAL LIBRARY**

		2,928.17	60,417.52	72,532.00	12,114.48 83.3
--	--	----------	-----------	-----------	----------------

PLANNING & DEVELOPMENT

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
--	---------------	------------	--------	------------	------

PERSONNEL

100.105.526.000	CITY MANAGER	360.33	3,603.30	4,325.00	721.70	83.3
100.105.526.100	CITY RECORDER	842.75	8,427.47	10,114.00	1,686.53	83.3
100.105.528.100	PUBLIC WORKS SUPERVISOR	138.19	1,384.06	1,659.00	274.94	83.4
100.105.536.000	LIBRARY DIRECTOR	561.77	5,617.83	6,743.00	1,125.17	83.3
100.105.537.000	OFFICE SPECIALIST II	.00	1,031.73	1,421.00	389.27	72.6
100.105.590.000	SOCIAL SECURITY	140.28	1,143.27	1,857.00	713.73	61.6
100.105.592.000	WORKERS COMPENSATION	.50	200.77	303.00	102.23	66.3
100.105.594.000	HEALTH INSURANCE	342.26	3,922.95	5,725.00	1,802.05	68.5
100.105.596.000	PERS RETIREMENT	560.97	5,353.43	7,136.00	1,782.57	75.0
100.105.598.000	DISABILITY INSURANCE	2.67	26.33	28.00	1.67	94.0
100.105.599.000	UNEMPLOYMENT	1.83	11.79	142.00	130.21	8.3
TOTAL PERSONNEL		2,951.55	30,722.93	39,453.00	8,730.07	77.9

MATERIALS & SERVICES

100.105.600.000	UTILITIES - ELECTRICITY	35.14	433.55	533.00	99.45	81.3
100.105.600.100	UTILITIES - PROPANE	35.67	256.24	188.00	( 68.24)	136.3
100.105.601.000	OFFICE EXPENSE	102.34	1,068.02	1,960.00	891.98	54.5
100.105.601.100	POSTAGE	.00	106.08	147.00	40.92	72.2
100.105.602.000	TELEPHONE & RELATED	16.39	290.18	550.00	259.82	52.8
100.105.604.000	INSURANCE	.00	2,128.85	1,750.00	( 378.85)	121.7
100.105.608.000	AUDIT	32.24	3,377.14	3,224.00	( 153.14)	104.8
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	3,350.45	7,992.61	1,709.00	( 6,283.61)	467.7
100.105.700.100	MISC LEGAL (NON- ATTORNEY)	.00	458.14	200.00	( 258.14)	229.1
100.105.705.000	PROFESSIONAL SERVICES	4.19	963.46	785.00	( 178.46)	122.7
100.105.705.100	ENGINEERING SERVICES	5,792.10	28,143.76	19,035.00	( 9,108.76)	147.9
100.105.705.200	PLANNING SERVICES	.00	47,251.40	45,000.00	( 2,251.40)	105.0
100.105.705.300	DATA PROCESSING	160.43	3,412.64	3,724.00	311.36	91.6
100.105.706.000	DUES & CERTIFICATIONS	.00	101.24	166.00	64.76	61.0
100.105.707.000	CITY HALL MAINTENANCE	37.89	526.77	500.00	( 26.77)	105.4
100.105.707.200	CITY HALL ANNEX MAINTENANCE	.00	.00	500.00	500.00	.0
TOTAL MATERIALS & SERVICES		9,566.84	96,526.15	80,381.00	( 16,145.15)	120.1

CAPITAL OUTLAY & TRANSFERS

100.105.709.000	PENALTIES	.00	7.22	.00	( 7.22)	.0
100.105.752.000	PLANNING COMMISSION EXPENSE	.00	.00	500.00	500.00	.0
100.105.799.000	MISCELLANEOUS EXPENSE	.00	.00	500.00	500.00	.0
100.105.903.000	EQUIPMENT	.00	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		.00	1,585.46	1,676.00	90.54	94.6

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL PLANNING & DEVELOPMENT	12,518.39	128,834.54	121,510.00	( 7,324.54)	106.0
<u>BUILDING PROGRAM</u>					
<u>PERSONNEL</u>					
100.106.526.000 CITY MANAGER	360.33	3,603.30	4,325.00	721.70	83.3
100.106.528.100 PUBLIC WORKS SUPERVISOR	414.56	4,152.10	4,975.00	822.90	83.5
100.106.530.000 MAINTENANCE OPERATOR 2	304.82	3,121.60	3,689.00	567.40	84.6
100.106.536.000 LIBRARIAN	561.77	5,617.83	6,743.00	1,125.17	83.3
100.106.537.000 OFFICE SPECIALIST II	.00	14,444.16	19,886.00	5,441.84	72.6
100.106.590.000 SOCIAL SECURITY	121.95	1,963.03	3,033.00	1,069.97	64.7
100.106.592.000 WORKERS COMPENSATION	.44	399.43	605.00	205.57	66.0
100.106.594.000 HEALTH INSURANCE	( 239.49)	6,973.68	11,114.00	4,140.32	62.8
100.106.596.000 PERS RETIREMENT	488.80	8,640.91	11,653.00	3,012.09	74.2
100.106.598.000 LIFE/DISABILITY INSURANCE	( 2.11)	44.91	60.00	15.09	74.9
100.106.599.000 UNEMPLOYMENT	1.59	19.36	283.00	263.64	6.8
TOTAL PERSONNEL	2,012.66	48,980.31	66,366.00	17,385.69	73.8
<u>MATERIALS &amp; SERVICES</u>					
100.106.600.000 UTILITIES - ELECTRICITY	12.25	161.56	213.00	51.44	75.9
100.106.600.100 UTILITIES - PROPANE	25.41	182.56	135.00	( 47.56)	135.2
100.106.601.000 OFFICE EXPENSE	102.34	1,074.69	1,508.00	433.31	71.3
100.106.601.100 POSTAGE	.00	122.40	316.00	193.60	38.7
100.106.602.000 TELEPHONE & RELATED	14.05	237.75	359.00	121.25	66.2
100.106.604.000 INSURANCE	.00	2,797.65	2,299.00	( 498.65)	121.7
100.106.608.000 AUDIT	23.80	2,493.05	2,380.00	( 113.05)	104.8
100.106.611.000 TRAVEL & MEETINGS	.00	10.05	336.00	325.95	3.0
100.106.700.000 LEGAL SERVICES	.00	207.86	527.00	319.14	39.4
100.106.700.100 MISC LEGAL (NON-ATTORNEY)	.00	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	3.85	695.46	1,208.00	512.54	57.6
100.106.705.100 ENGINEERING SERVICES	.00	395.54	2,991.00	2,595.46	13.2
100.106.705.300 DATA PROCESSING	116.67	11,272.44	11,508.00	235.56	98.0
100.106.706.000 DUES & CERTIFICATIONS	.00	237.44	265.00	27.56	89.6
100.106.707.000 CITY HALL MAINTENANCE	27.00	375.36	500.00	124.64	75.1
TOTAL MATERIALS & SERVICES	325.37	20,321.89	26,445.00	6,123.11	76.9

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY &amp; TRANSFERS</u>					
100.106.709.000	PENALTIES	.00	6.17	.00 ( 6.17)	.0
100.106.716.000	BUILDING INSPECTION SERVICES	14,509.71	14,509.71	14,000.00 ( 509.71)	103.6
100.106.716.100	PLAN CHECK SERVICES	.00	.00	6,000.00 6,000.00	.0
100.106.716.300	TYPE B PERMIT INSPECTIONS	98.00	9,261.89	50,000.00 40,738.11	18.5
100.106.717.000	CLG FACADE IMPROVEMENTS	920.00	4,630.00	10,000.00 5,370.00	46.3
100.106.799.000	MISCELLANEOUS EXPENSE	.00	.00	500.00 500.00	.0
100.106.903.000	EQUIPMENT	.00	578.24	176.00 ( 402.24)	328.6
100.106.904.000	CITY HALL IMPROVEMENTS	.00	1,000.00	500.00 ( 500.00)	200.0
	TOTAL CAPITAL OUTLAY & TRANSFERS	15,527.71	29,986.01	81,176.00 51,189.99	36.9
	TOTAL BUILDING PROGRAM	17,865.74	99,288.21	173,987.00 74,698.79	57.1
<u>GENERAL FUND CONTINGENCY</u>					
<u>CAPITAL OUTLAY &amp; TRANSFERS</u>					
100.107.880.000	CONTINGENCY	.00	.00	59,393.00 59,393.00	.0
	TOTAL CAPITAL OUTLAY & TRANSFERS	.00	.00	59,393.00 59,393.00	.0
	TOTAL GENERAL FUND CONTINGENCY	.00	.00	59,393.00 59,393.00	.0
	TOTAL FUND EXPENDITURES	60,108.32	644,656.31	814,287.00 169,630.69	79.2
	NET REVENUE OVER EXPENDITURES	( 44,899.60)	( 41,464.97)	.00 41,464.97	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

LOCAL OPTION LEVY FUND

<u>ASSETS</u>			
101.000.101.000	CASH ALLOC TO LOCAL OPTION LVY		42,677.25
	TOTAL ASSETS		42,677.25
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
101.000.288.000	FUND EQUITY		4,296.95
	REVENUE OVER EXPENDITURES - YTD	38,380.30	
	BALANCE - CURRENT DATE		38,380.30
	TOTAL FUND EQUITY		42,677.25
	TOTAL LIABILITIES AND EQUITY		42,677.25

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 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	391.56	6,663.85	3,500.00	( 3,163.85)	190.4
	391.56	6,663.85	3,500.00	( 3,163.85)	190.4
<u>INTEREST</u>					
101.000.404.000	139.15	1,843.61	1,400.00	( 443.61)	131.7
	139.15	1,843.61	1,400.00	( 443.61)	131.7
<u>COURT FEES</u>					
101.000.418.000	1,735.00	8,897.00	16,000.00	7,103.00	55.6
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	14,234.26	41,342.73	67,641.00	26,298.27	61.1
	15,969.26	50,774.73	85,241.00	34,466.27	59.6
<u>TRANSFERS IN</u>					
101.000.459.300	.00	85,000.00	85,000.00	.00	100.0
	.00	85,000.00	85,000.00	.00	100.0
<u>TAXES COLLECTED</u>					
101.000.499.300	1,109.94	290,016.52	287,290.00	( 2,726.52)	101.0
	1,109.94	290,016.52	287,290.00	( 2,726.52)	101.0
	17,609.91	434,298.71	463,006.00	28,707.29	93.8

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

LOCAL OPTION LEVY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>PERSONNEL</u>					
101.101.526.000	270.25	2,702.50	3,244.00	541.50	83.3
101.101.526.100	561.83	5,618.33	6,743.00	1,124.67	83.3
101.101.526.200	416.67	3,253.99	3,913.00	659.01	83.2
101.101.536.000	561.77	5,617.81	6,743.00	1,125.19	83.3
101.101.537.000	287.81	23,440.63	31,859.00	8,418.37	73.6
101.101.590.000	154.50	2,693.43	4,019.00	1,325.57	67.0
101.101.592.000	.55	444.17	839.00	394.83	52.9
101.101.594.000	( 297.41)	9,700.68	16,572.00	6,871.32	58.5
101.101.596.000	618.03	10,652.53	15,441.00	4,788.47	69.0
101.101.598.000	( 2.63)	63.13	73.00	9.87	86.5
101.101.599.000	2.02	26.50	391.00	364.50	6.8
TOTAL PERSONNEL	2,573.39	64,213.70	89,837.00	25,623.30	71.5
<u>MATERIALS &amp; SERVICES</u>					
101.101.600.000	50.60	607.73	848.00	240.27	71.7
101.101.600.100	30.58	219.72	385.00	165.28	57.1
101.101.601.000	386.54	3,912.41	1,855.00	( 2,057.41)	210.9
101.101.601.100	.00	146.87	387.00	240.13	38.0
101.101.602.000	14.05	248.48	723.00	474.52	34.4
101.101.604.000	.00	3,362.83	2,763.00	( 599.83)	121.7
101.101.608.000	21.00	2,199.75	2,100.00	( 99.75)	104.8
101.101.611.000	.00	51.29	738.00	686.71	7.0
101.101.612.000	.00	442.08	1,330.00	887.92	33.2
101.101.614.100	154.71	1,279.11	1,600.00	320.89	79.9
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	.00	97.09	250.00	152.91	38.8
101.101.700.350	122.00	931.00	1,400.00	469.00	66.5
101.101.700.500	106.07	527.38	.00	( 527.38)	.0
101.101.705.000	20.85	1,600.18	1,335.00	( 265.18)	119.9
101.101.705.100	17,834.17	178,341.70	214,011.00	35,669.30	83.3
101.101.705.300	510.45	12,582.02	13,571.00	988.98	92.7
101.101.705.400	500.00	5,500.00	6,000.00	500.00	91.7
101.101.706.000	12.50	104.36	398.00	293.64	26.2
101.101.707.000	32.48	451.64	200.00	( 251.64)	225.8
101.101.707.200	.00	.00	200.00	200.00	.0
TOTAL MATERIALS & SERVICES	19,796.00	216,225.05	251,394.00	35,168.95	86.0

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

LOCAL OPTION LEVY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY &amp; TRANSFERS</u>					
101.101.709.000	.00	11.65	.00	( 11.65)	.0
101.101.770.000	2,942.67	29,426.70	36,275.00	6,848.30	81.1
101.101.799.000	.00	.00	500.00	500.00	.0
101.101.830.310	.00	85,000.00	85,000.00	.00	100.0
101.101.903.000	.00	1,041.31	.00	( 1,041.31)	.0
TOTAL CAPITAL OUTLAY & TRANSFERS	<u>2,942.67</u>	<u>115,479.66</u>	<u>121,775.00</u>	<u>6,295.34</u>	<u>94.8</u>
TOTAL EXPENDITURES	<u>25,312.06</u>	<u>395,918.41</u>	<u>463,006.00</u>	<u>67,087.59</u>	<u>85.5</u>
TOTAL FUND EXPENDITURES	<u>25,312.06</u>	<u>395,918.41</u>	<u>463,006.00</u>	<u>67,087.59</u>	<u>85.5</u>
NET REVENUE OVER EXPENDITURES	<u>( 7,702.15)</u>	<u>38,380.30</u>	<u>.00</u>	<u>( 38,380.30)</u>	<u>.0</u>

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

TRANSIENT LODGING TAX FUND

<u>ASSETS</u>			
105.000.101.000	CASH ALLOCATED TO TLT FUND	191,106.52	
	TOTAL ASSETS		191,106.52
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
105.000.288.000	FUND EQUITY	182,699.53	
	REVENUE OVER EXPENDITURES - YTD	8,406.99	
	BALANCE - CURRENT DATE	8,406.99	
	TOTAL FUND EQUITY		191,106.52
	TOTAL LIABILITIES AND EQUITY		191,106.52

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 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	623.10	6,695.88	200.00	( 6,495.88)	3347.9
	TOTAL INTEREST	623.10	6,695.88	200.00	( 6,495.88)	3347.9
<u>TRANSIENT LODGING TAX</u>						
105.000.429.000	TRANSIENT LODGING TAX	13,613.70	93,056.85	132,403.00	39,346.15	70.3
	TOTAL TRANSIENT LODGING TAX	13,613.70	93,056.85	132,403.00	39,346.15	70.3
	TOTAL FUND REVENUE	14,236.80	99,752.73	296,907.00	197,154.27	33.6

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

TRANSIENT LODGING TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>PERSONNEL</u>					
105.105.526.300	.00	31,046.51	45,637.00	14,590.49	68.0
105.105.590.000	.00	1,909.38	3,492.00	1,582.62	54.7
105.105.592.000	.00	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	.00	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	.00	17.97	314.00	296.03	5.7
TOTAL PERSONNEL	.00	50,405.90	75,433.00	25,027.10	66.8
<u>MATERIALS &amp; SERVICES</u>					
105.105.601.000	.00	.00	490.00	490.00	.0
105.105.602.000	4.87	45.57	564.00	518.43	8.1
105.105.604.000	.00	941.97	775.00	( 166.97)	121.5
105.105.608.000	4.00	419.00	400.00	( 19.00)	104.8
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	.00	16.88	200.00	183.12	8.4
105.105.705.300	42.90	533.03	582.00	48.97	91.6
105.105.706.000	.00	28.58	879.00	850.42	3.3
TOTAL MATERIALS & SERVICES	51.77	2,305.47	7,390.00	5,084.53	31.2
<u>CAPITAL OUTLAY &amp; TRANSFERS</u>					
105.105.709.000	.00	1.95	.00	( 1.95)	.0
105.105.710.000	2,400.00	20,300.00	30,240.00	9,940.00	67.1
105.105.711.000	300.00	7,164.91	25,000.00	17,835.09	28.7
105.105.712.000	( 1,251.93)	41.64	2,500.00	2,458.36	1.7
105.105.725.000	1,190.25	1,190.25	.00	( 1,190.25)	.0
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	2,638.32	38,634.37	214,084.00	175,449.63	18.1
TOTAL EXPENDITURES	2,690.09	91,345.74	296,907.00	205,561.26	30.8
TOTAL FUND EXPENDITURES	2,690.09	91,345.74	296,907.00	205,561.26	30.8

CITY OF DAYTON  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING APRIL 30, 2026

TRANSIENT LODGING TAX FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	11,546.71	8,406.99	.00	( 8,406.99)	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 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 10 MONTHS ENDING APRIL 30, 2026

ARPA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>CAPITAL OUTLAY &amp; 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  
 APRIL 30, 2026

DAYTON URA FUND

<u>ASSETS</u>			
107.000.101.000	CASH ALLOCATED TO URA FUND	12,571.79	
	TOTAL ASSETS		<u>12,571.79</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
107.000.225.000	DAYTON FIRE TIF PAYABLE	26.30	
107.000.226.000	DAYTON SD TIF PAYABLE	368.86	
	TOTAL LIABILITIES		395.16
<u>FUND EQUITY</u>			
	REVENUE OVER EXPENDITURES - YTD	12,176.63	
	BALANCE - CURRENT DATE	12,176.63	
	TOTAL FUND EQUITY		<u>12,176.63</u>
	TOTAL LIABILITIES AND EQUITY		<u>12,571.79</u>

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

DAYTON URA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<hr/>						
107.000.404.000	INTEREST	39.70	242.63	.00	( 242.63)	.0
	TOTAL REVENUE 404	39.70	242.63	.00	( 242.63)	.0
<u>REVENUE 499</u>						
107.000.499.300	TAXES COLLECTED	52.20	13,364.84	7,769.00	( 5,595.84)	172.0
	TOTAL REVENUE 499	52.20	13,364.84	7,769.00	( 5,595.84)	172.0
	TOTAL FUND REVENUE	91.90	13,607.47	7,769.00	( 5,838.47)	175.2

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

DAYTON URA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>						
107.107.705.000	PROFESSIONAL SERVICES	.00	.00	6,863.00	6,863.00	.0
	TOTAL MATERIALS & SERVICES	.00	.00	6,863.00	6,863.00	.0
<u>CAPITAL OUTLAY &amp; TRANSFERS</u>						
107.107.910.100	RESERVE FOR DAYTON SD TIF	1.44	368.86	215.00	( 153.86)	171.6
107.107.955.000	DAYTON FIRE DIST TIF SHARE	4.15	1,061.98	691.00	( 370.98)	153.7
	TOTAL CAPITAL OUTLAY & TRANSFERS	5.59	1,430.84	906.00	( 524.84)	157.9
	TOTAL DEPARTMENT 107	5.59	1,430.84	7,769.00	6,338.16	18.4
	TOTAL FUND EXPENDITURES	5.59	1,430.84	7,769.00	6,338.16	18.4
	NET REVENUE OVER EXPENDITURES	86.31	12,176.63	.00	( 12,176.63)	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

STREET FUND

ASSETS

200.000.101.000	CASH ALLOCATED TO STREET FUND	246,598.11	
	TOTAL ASSETS		<u>246,598.11</u>

LIABILITIES AND EQUITY

FUND EQUITY

200.000.288.000	FUND EQUITY	217,585.64	
	REVENUE OVER EXPENDITURES - YTD	<u>29,012.48</u>	
	BALANCE - CURRENT DATE	<u>29,012.48</u>	
	TOTAL FUND EQUITY		<u>246,598.12</u>
	TOTAL LIABILITIES AND EQUITY		<u>246,598.12</u>

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<u>WORKING CAPITAL</u>						
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
<u>INTEREST</u>						
200.000.404.000	INTEREST	804.03	7,967.05	800.00	( 7,167.05)	995.9
	TOTAL INTEREST	804.03	7,967.05	800.00	( 7,167.05)	995.9
<u>STATE HIGHWAY REVENUE</u>						
200.000.438.000	STATE HIGHWAY REVENUE	16,504.40	161,346.42	216,531.00	55,184.58	74.5
	TOTAL STATE HIGHWAY REVENUE	16,504.40	161,346.42	216,531.00	55,184.58	74.5
<u>MISCELLANEOUS REVENUE</u>						
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	17,308.43	169,313.47	396,427.00	227,113.53	42.7

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>PERSONNEL</u>					
200.200.526.000	450.42	4,504.20	5,406.00	901.80	83.3
200.200.526.200	333.33	2,603.22	3,130.00	526.78	83.2
200.200.528.100	829.11	8,304.10	9,950.00	1,645.90	83.5
200.200.530.000	609.64	6,243.21	7,378.00	1,134.79	84.6
200.200.530.100	935.94	9,264.45	11,878.00	2,613.55	78.0
200.200.534.000	365.89	3,884.42	4,675.00	790.58	83.1
200.200.536.000	561.77	5,617.80	6,743.00	1,125.20	83.3
200.200.590.000	305.78	2,980.85	3,765.00	784.15	79.2
200.200.592.000	1.10	551.06	833.00	281.94	66.2
200.200.594.000	868.47	10,635.96	11,762.00	1,126.04	90.4
200.200.596.000	1,223.82	10,138.97	14,460.00	4,321.03	70.1
200.200.598.000	6.83	69.80	74.00	4.20	94.3
200.200.599.000	4.00	30.31	389.00	358.69	7.8
TOTAL PERSONNEL	6,496.10	64,828.35	80,443.00	15,614.65	80.6

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
200.200.600.000 UTILITIES - ELECTRICITY	2,051.09	21,299.62	25,881.00	4,581.38	82.3
200.200.600.100 UTILITIES - PROPANE	35.67	256.24	188.00	( 68.24)	136.3
200.200.601.000 OFFICE EXPENSE	328.23	2,968.36	3,357.00	388.64	88.4
200.200.601.100 POSTAGE	.00	171.37	442.00	270.63	38.8
200.200.602.000 TELEPHONE & RELATED	28.10	497.56	1,076.00	578.44	46.2
200.200.603.000 GARBAGE/SANITATION	146.03	1,641.79	1,947.00	305.21	84.3
200.200.604.000 INSURANCE	.00	6,735.09	5,535.00	( 1,200.09)	121.7
200.200.608.000 AUDIT	44.84	4,696.99	4,484.00	( 212.99)	104.8
200.200.611.000 TRAVEL & MEETINGS	.00	39.42	269.00	229.58	14.7
200.200.612.000 TRAINING	.00	462.86	.00	( 462.86)	.0
200.200.614.000 EQUIPMENT REPAIR & MAINTENANCE	363.76	5,074.35	5,000.00	( 74.35)	101.5
200.200.614.100 FUEL	380.95	3,149.48	3,500.00	350.52	90.0
200.200.614.400 STREET/ALLEY REPAIR & MAINT	119.88	3,355.54	20,000.00	16,644.46	16.8
200.200.614.410 GRAVEL	.00	186.55	2,000.00	1,813.45	9.3
200.200.616.000 SUPPLIES	.00	249.53	1,500.00	1,250.47	16.6
200.200.616.100 SAFETY/UNIFORMS	70.76	833.48	1,000.00	166.52	83.4
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	49.76	237.61	1,500.00	1,262.39	15.8
200.200.700.000 LEGAL SERVICES	.00	635.78	1,510.00	874.22	42.1
200.200.700.100 MISC LEGAL (NON-ATTORNEY)	.00	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	6.93	14,510.85	9,792.00	( 4,718.85)	148.2
200.200.705.100 ENGINEERING SERVICES	196.00	2,489.53	8,658.00	6,168.47	28.8
200.200.705.300 DATA PROCESSING	131.26	2,016.50	2,273.00	256.50	88.7
200.200.706.000 DUES & CERTIFICATIONS	.00	70.93	116.00	45.07	61.2
200.200.707.000 CITY HALL MAINTENANCE	37.89	526.77	1,000.00	473.23	52.7
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
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>3,991.15</b>	<b>73,360.37</b>	<b>129,828.00</b>	<b>56,467.63</b>	<b>56.5</b>
<u>CAPITAL OUTLAY &amp; 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	.00	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
<b>TOTAL CAPITAL OUTLAY &amp; TRANSFERS</b>	<b>.00</b>	<b>2,112.27</b>	<b>186,156.00</b>	<b>184,043.73</b>	<b>1.1</b>
<b>TOTAL EXPENDITURES</b>	<b>10,487.25</b>	<b>140,300.99</b>	<b>396,427.00</b>	<b>256,126.01</b>	<b>35.4</b>

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	10,487.25	140,300.99	396,427.00	256,126.01	35.4
NET REVENUE OVER EXPENDITURES	6,821.18	29,012.48	.00	( 29,012.48)	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

WATER FUND

<u>ASSETS</u>			
300.000.101.000	CASH ALLOCATED TO WATER FUND	630,833.47	
	TOTAL ASSETS		<u>630,833.47</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
300.000.222.000	MISCELLANEOUS DEDUCTIONS	150.00	
300.000.270.000	WATER SERVICE DEPOSITS	<u>101,759.25</u>	
	TOTAL LIABILITIES		101,909.25
<u>FUND EQUITY</u>			
300.000.288.000	FUND EQUITY	500,032.02	
	REVENUE OVER EXPENDITURES - YTD	<u>28,892.20</u>	
	BALANCE - CURRENT DATE	<u>28,892.20</u>	
	TOTAL FUND EQUITY		<u>528,924.22</u>
	TOTAL LIABILITIES AND EQUITY		<u>630,833.47</u>

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 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	1,724.54	17,837.47	3,700.00	( 14,137.47)	482.1
	TOTAL INTEREST	1,724.54	17,837.47	3,700.00	( 14,137.47)	482.1
<u>LATE FEES</u>						
300.000.421.300	LATE FEES	1,110.53	9,121.40	12,000.00	2,878.60	76.0
	TOTAL LATE FEES	1,110.53	9,121.40	12,000.00	2,878.60	76.0
<u>WATER SERVICE CHARGES</u>						
300.000.450.000	WATER SERVICE CHARGES	70,575.73	804,949.51	1,291,697.00	486,747.49	62.3
	TOTAL WATER SERVICE CHARGES	70,575.73	804,949.51	1,291,697.00	486,747.49	62.3
<u>OTHER WATER FEES</u>						
300.000.451.100	NSF FEES	39.73	395.04	700.00	304.96	56.4
300.000.451.200	WATER OFF/ON FEES	480.00	3,397.08	.00	( 3,397.08)	.0
300.000.451.300	BACKFLOW TESTING FEES	.76	372.07	6,000.00	5,627.93	6.2
	TOTAL OTHER WATER FEES	520.49	4,164.19	6,700.00	2,535.81	62.2
<u>MISCELLANEOUS REVENUE</u>						
300.000.480.000	MISC REVENUE	( 41.63)	118.41	200.00	81.59	59.2
300.000.480.100	WATER METERS	.00	5,654.35	500.00	( 5,154.35)	1130.9
300.000.480.101	TRANSFER FROM LOCAL OPTION FND	.00	85,000.00	85,000.00	.00	100.0
300.000.480.102	TRANSFER FROM GENERAL FUND	.00	50,000.00	50,000.00	.00	100.0
300.000.480.200	FISHER LAND RENT	550.00	13,950.00	15,600.00	1,650.00	89.4
300.000.480.500	TRANSFER FROM ST REV SH FUND	.00	.00	5,000.00	5,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	508.37	154,722.76	156,300.00	1,577.24	99.0

CITY OF DAYTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING APRIL 30, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	74,439.66	990,795.33	1,889,639.00	898,843.67	52.4

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>PERSONNEL</u>					
300.300.526.000	2,702.50	27,025.00	32,431.00	5,406.00	83.3
300.300.526.100	1,404.59	14,045.90	16,856.00	2,810.10	83.3
300.300.526.200	3,000.00	23,428.91	28,167.00	4,738.09	83.2
300.300.526.300	.00	9,033.53	12,447.00	3,413.47	72.6
300.300.528.100	1,658.22	16,608.21	19,900.00	3,291.79	83.5
300.300.530.000	1,524.10	15,608.02	18,443.00	2,834.98	84.6
300.300.530.100	2,641.23	28,160.11	33,522.00	5,361.89	84.0
300.300.534.000	1,280.62	13,594.12	16,360.00	2,765.88	83.1
300.300.536.000	561.77	5,617.80	6,743.00	1,125.20	83.3
300.300.537.000	2,590.32	27,318.35	33,891.00	6,572.65	80.6
300.300.590.000	1,290.99	15,449.96	16,741.00	1,291.04	92.3
300.300.592.000	4.63	327.05	3,764.00	3,436.95	8.7
300.300.594.000	3,893.05	47,984.31	56,523.00	8,538.69	84.9
300.300.596.000	5,170.76	42,339.70	64,341.00	22,001.30	65.8
300.300.598.000	30.66	316.11	316.00	( .11)	100.0
300.300.599.000	16.88	134.58	1,756.00	1,621.42	7.7
	<u>27,770.32</u>	<u>286,991.66</u>	<u>362,201.00</u>	<u>75,209.34</u>	<u>79.2</u>
TOTAL PERSONNEL					

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
300.300.600.000 UTILITIES - ELECTRICITY	2,522.48	26,228.35	36,517.00	10,288.65	71.8
300.300.600.100 UTILITIES - PROPANE	45.83	341.26	1,059.00	717.74	32.2
300.300.601.000 OFFICE EXPENSE	1,406.22	14,049.29	15,680.00	1,630.71	89.6
300.300.601.100 POSTAGE	265.86	4,414.81	5,060.00	645.19	87.3
300.300.602.000 TELEPHONE & RELATED	315.29	4,315.06	6,006.00	1,690.94	71.9
300.300.604.000 INSURANCE	.00	21,307.39	17,510.00	( 3,797.39)	121.7
300.300.608.000 AUDIT	117.72	12,331.17	11,772.00	( 559.17)	104.8
300.300.611.000 TRAVEL & MEETINGS	.00	318.60	7,777.00	7,458.40	4.1
300.300.612.000 TRAINING	.00	2,385.55	2,366.00	( 19.55)	100.8
300.300.614.000 EQUIPMENT REPAIR & MAINTENANCE	887.28	3,618.60	10,000.00	6,381.40	36.2
300.300.614.100 FUEL	416.61	3,444.25	4,500.00	1,055.75	76.5
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	38,705.00	66,499.58	45,000.00	( 21,499.58)	147.8
300.300.614.410 GRAVEL	.00	33.55	2,500.00	2,466.45	1.3
300.300.614.600 WATER LINE REPAIR & MAINTENANC	50.98	4,750.98	12,500.00	7,749.02	38.0
300.300.616.000 SUPPLIES	1,629.88	12,866.78	17,000.00	4,133.22	75.7
300.300.616.100 SAFETY/UNIFORMS	188.72	2,420.85	5,000.00	2,579.15	48.4
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	132.68	631.64	2,500.00	1,868.36	25.3
300.300.700.000 LEGAL SERVICES	142.50	30,836.59	7,672.00	( 23,164.59)	401.9
300.300.700.100 MISC LEGAL (NON-ATTY)	.00	656.82	500.00	( 156.82)	131.4
300.300.705.000 PROFESSIONAL SERVICES	301.23	54,882.96	75,058.00	20,175.04	73.1
300.300.705.100 ENGINEERING SERVICES	3,825.64	17,735.08	26,118.00	8,382.92	67.9
300.300.705.300 DATA PROCESSING	1,678.03	29,588.67	32,813.00	3,224.33	90.2
300.300.706.000 DUES & CERTIFICATIONS	.00	8,161.15	9,892.00	1,730.85	82.5
300.300.707.000 CITY HALL MAINTENANCE	48.68	676.85	1,000.00	323.15	67.7
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
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>52,680.63</b>	<b>331,547.02</b>	<b>372,800.00</b>	<b>41,252.98</b>	<b>88.9</b>

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
--	---------------	------------	--------	------------	------

CAPITAL OUTLAY & TRANSFERS

300.300.709.000	PENALTIES	.00	46.77	.00	( 46.77)	.0
300.300.710.000	WATER CONSERVATION EDUCATION	.00	.00	5,000.00	5,000.00	.0
300.300.720.000	LEAK DETECTION	.00	7,400.00	10,000.00	2,600.00	74.0
300.300.751.000	WATER ANALYSIS	207.00	8,720.00	5,000.00	( 3,720.00)	174.4
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	.00	50,000.00	50,000.00	.00	100.0
300.300.850.101	TRANSFER TO LOCAL OPN LEV FUND	.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	.00	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	207.00	160,679.72	873,990.00	713,310.28	18.4
	TOTAL EXPENDITURES	80,657.95	779,218.40	1,608,991.00	829,772.60	48.4

WATER TREATMENT FACILITY

PERSONNEL

300.301.526.000	CITY MANAGER	450.42	4,504.20	5,406.00	901.80	83.3
300.301.526.200	ACCOUNTANT	166.67	1,301.59	1,565.00	263.41	83.2
300.301.528.100	PUBLIC WORKS SUPERVISOR	1,658.22	16,608.21	19,900.00	3,291.79	83.5
300.301.530.000	MAINTENANCE OPERATOR 2	1,524.10	15,608.01	18,443.00	2,834.99	84.6
300.301.530.100	MAINTENANCE OPERATOR 1	1,557.41	15,823.03	19,771.00	3,947.97	80.0
300.301.534.000	PWKS LABORER/JANITOR	658.60	6,991.41	8,414.00	1,422.59	83.1
300.301.536.000	LIBRARIAN	.00	( .01)	.00	.01	.0
300.301.590.000	SOCIAL SECURITY	453.40	4,603.47	5,625.00	1,021.53	81.8
300.301.592.000	WORKERS COMPENSATION	1.63	859.70	1,299.00	439.30	66.2
300.301.594.000	HEALTH INSURANCE	1,378.85	16,765.40	18,375.00	1,609.60	91.2
300.301.596.000	PERS RETIREMENT	1,814.81	15,753.26	21,619.00	5,865.74	72.9
300.301.598.000	LIFE/DISABILITY INSURANCE	10.87	109.30	108.00	( 1.30)	101.2
300.301.599.000	UNEMPLOYMENT	5.93	46.65	606.00	559.35	7.7
	TOTAL PERSONNEL	9,680.91	98,974.22	121,131.00	22,156.78	81.7

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
300.301.600.000	840.49	11,119.23	25,852.00	14,732.77	43.0
300.301.600.100	30.58	219.72	1,586.00	1,366.28	13.9
300.301.601.000	40.81	429.12	602.00	172.88	71.3
300.301.601.100	19.32	286.23	283.00	( 3.23)	101.1
300.301.602.000	147.85	2,413.40	5,063.00	2,649.60	47.7
300.301.604.000	.00	23,568.13	19,368.00	( 4,200.13)	121.7
300.301.608.000	12.60	1,319.85	1,260.00	( 59.85)	104.8
300.301.611.000	.00	27.75	.00	( 27.75)	.0
300.301.612.000	.00	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	321.53	2,658.19	5,000.00	2,341.81	53.2
300.301.616.000	.00	1,051.45	10,000.00	8,948.55	10.5
300.301.616.100	70.76	849.59	2,000.00	1,150.41	42.5
300.301.617.000	49.76	263.25	1,500.00	1,236.75	17.6
300.301.700.000	.00	226.16	5,000.00	4,773.84	4.5
300.301.700.100	.00	194.17	500.00	305.83	38.8
300.301.705.000	369.58	14,114.64	10,937.00	( 3,177.64)	129.1
300.301.705.100	.00	2,102.15	24,133.00	22,030.85	8.7
300.301.705.300	729.63	11,869.41	12,102.00	232.59	98.1
300.301.706.000	.00	203.06	331.00	127.94	61.4
300.301.707.000	32.48	451.64	1,000.00	548.36	45.2
300.301.707.001	136.81	3,495.69	12,000.00	8,504.31	29.1
300.301.707.200	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS & SERVICES	2,802.20	83,094.40	149,517.00	66,422.60	55.6
<u>CAPITAL OUTLAY &amp; 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	.00	450.57	10,000.00	9,549.43	4.5
TOTAL CAPITAL OUTLAY & TRANSFERS	.00	616.11	10,000.00	9,383.89	6.2
TOTAL WATER TREATMENT FACILITY	12,483.11	182,684.73	280,648.00	97,963.27	65.1
TOTAL FUND EXPENDITURES	93,141.06	961,903.13	1,889,639.00	927,735.87	50.9
NET REVENUE OVER EXPENDITURES	( 18,701.40)	28,892.20	.00	( 28,892.20)	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

SEWER FUND

<u>ASSETS</u>			
400.000.101.000	CASH ALLOCATED TO SEWER FUND	386,655.78	
	TOTAL ASSETS		386,655.78
<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	296,412.58	
	BALANCE - CURRENT DATE	296,412.58	
	TOTAL FUND EQUITY		382,857.52
	TOTAL LIABILITIES AND EQUITY		386,655.77

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<u>WORKING CAPITAL</u>						
400.000.400.000	WORKING CAPITAL	.00	.00	24,438.00	24,438.00	.0
	TOTAL WORKING CAPITAL	.00	.00	24,438.00	24,438.00	.0
<u>INTEREST</u>						
400.000.404.000	INTEREST	1,248.30	7,259.91	2,600.00	( 4,659.91)	279.2
	TOTAL INTEREST	1,248.30	7,259.91	2,600.00	( 4,659.91)	279.2
<u>SEWER SERVICE CHARGES</u>						
400.000.450.000	SEWER SERVICE CHARGES	84,328.39	750,828.08	1,056,096.00	305,267.92	71.1
	TOTAL SEWER SERVICE CHARGES	84,328.39	750,828.08	1,056,096.00	305,267.92	71.1
<u>OTHER SEWER FEES</u>						
400.000.451.100	NSF FEES	21.39	214.84	250.00	35.16	85.9
400.000.451.300	LATE FEES	597.98	4,911.54	2,900.00	( 2,011.54)	169.4
	TOTAL OTHER SEWER FEES	619.37	5,126.38	3,150.00	( 1,976.38)	162.7
<u>MISCELLANEOUS REVENUE</u>						
400.000.480.000	MISC REVENUE	.00	.00	200.00	200.00	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	200.00	200.00	.0
	TOTAL FUND REVENUE	86,196.06	763,214.37	1,086,484.00	323,269.63	70.3

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>PERSONNEL</u>					
400.400.526.000	2,702.50	27,025.00	32,431.00	5,406.00	83.3
400.400.526.100	1,404.58	14,045.88	16,856.00	2,810.12	83.3
400.400.526.200	2,999.99	23,428.82	28,167.00	4,738.18	83.2
400.400.526.300	.00	9,033.53	12,447.00	3,413.47	72.6
400.400.528.100	1,658.22	16,608.21	19,900.00	3,291.79	83.5
400.400.530.000	1,524.11	15,608.00	18,443.00	2,835.00	84.6
400.400.530.100	2,487.73	26,234.26	31,569.00	5,334.74	83.1
400.400.534.000	1,170.85	12,429.02	14,958.00	2,528.98	83.1
400.400.536.000	561.78	5,617.83	6,743.00	1,125.17	83.3
400.400.537.000	2,590.33	27,318.33	33,891.00	6,572.67	80.6
400.400.590.000	1,270.82	12,991.14	16,484.00	3,492.86	78.8
400.400.592.000	4.56	2,430.10	3,672.00	1,241.90	66.2
400.400.594.000	3,828.06	46,904.21	55,910.00	9,005.79	83.9
400.400.596.000	5,090.45	41,625.97	63,355.00	21,729.03	65.7
400.400.598.000	30.15	309.02	311.00	1.98	99.4
400.400.599.000	16.61	131.63	1,714.00	1,582.37	7.7
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL PERSONNEL	27,340.74	281,740.95	356,851.00	75,110.05	79.0

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
400.400.600.000 UTILITIES - ELECTRICITY	4,045.12	21,856.61	44,444.00	22,587.39	49.2
400.400.600.100 UTILITIES - PROPANE	224.31	1,611.63	1,183.00	( 428.63)	136.2
400.400.600.200 UTILITIES - WATER	1,622.64	8,185.09	18,965.00	10,779.91	43.2
400.400.601.000 OFFICE EXPENSE	1,420.45	14,184.20	14,700.00	515.80	96.5
400.400.601.100 POSTAGE	296.83	4,943.81	5,693.00	749.19	86.8
400.400.602.000 TELEPHONE & RELATED	148.26	2,550.25	3,444.00	893.75	74.1
400.400.604.000 INSURANCE	.00	19,065.50	15,667.00	( 3,398.50)	121.7
400.400.608.000 AUDIT	72.88	7,634.18	7,288.00	( 346.18)	104.8
400.400.611.000 TRAVEL & MEETINGS	.00	553.59	7,777.00	7,223.41	7.1
400.400.612.000 TRAINING	.00	2,256.14	.00	( 2,256.14)	.0
400.400.614.000 EQUIPMENT REPAIR & MAINTENANCE	67.67	3,130.93	7,500.00	4,369.07	41.8
400.400.614.100 FUEL	476.25	3,196.49	5,000.00	1,803.51	63.9
400.400.614.300 FOOTBRIDGE REPAIR & MAINTENANC	.00	.00	4,000.00	4,000.00	.0
400.400.614.400 SEWER POND REPAIR & MAINTENANC	601.69	11,145.74	15,000.00	3,854.26	74.3
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	3,854.41	20,603.13	20,000.00	( 603.13)	103.0
400.400.616.100 SAFETY/UNIFORMS	141.67	2,577.63	3,500.00	922.37	73.7
400.400.617.000 SHOP SUPPLIES/SMALL TOOLS	102.55	480.33	1,000.00	519.67	48.0
400.400.700.000 LEGAL SERVICES	.00	336.74	1,000.00	663.26	33.7
400.400.700.100 MISC LEGAL (NON-ATTORNEY)	.00	489.94	500.00	10.06	98.0
400.400.705.000 PROFESSIONAL SERVICES	27.33	13,465.17	12,668.00	( 797.17)	106.3
400.400.705.100 ENGINEERING SERVICES	66.63	3,992.91	17,135.00	13,142.09	23.3
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	510.88	9,635.60	11,105.00	1,469.40	86.8
400.400.705.800 TMDL IMPLEMENTATION PLAN	.00	.00	2,500.00	2,500.00	.0
400.400.706.000 DUES & CERTIFICATIONS	.00	1,007.11	2,071.00	1,063.89	48.6
400.400.707.000 CITY HALL MAINTENANCE	238.26	3,313.25	2,500.00	( 813.25)	132.5
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>13,917.83</b>	<b>169,909.85</b>	<b>244,640.00</b>	<b>74,730.15</b>	<b>69.5</b>

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY &amp; 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	6,594.79	7,000.00	405.21	94.2
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	.00	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	825.00	15,150.99	484,993.00	469,842.01	3.1
TOTAL EXPENDITURES	42,083.57	466,801.79	1,086,484.00	619,682.21	43.0
TOTAL FUND EXPENDITURES	42,083.57	466,801.79	1,086,484.00	619,682.21	43.0
NET REVENUE OVER EXPENDITURES	44,112.49	296,412.58	.00	( 296,412.58)	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

STORMWATER FUND

ASSETS

450.000.101.000	CASH ALLOCATED TO STORMWATER	3,288.97	
	TOTAL ASSETS		3,288.97

LIABILITIES AND EQUITY

FUND EQUITY

	REVENUE OVER EXPENDITURES - YTD	3,288.97	
	BALANCE - CURRENT DATE		3,288.97
	TOTAL FUND EQUITY		3,288.97
	TOTAL LIABILITIES AND EQUITY		3,288.97

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
450.000.404.000	INTEREST	10.72	788.97	.00	( 788.97)	.0
	TOTAL REVENUE 404	10.72	788.97	.00	( 788.97)	.0
<u>LOAN PROCEEDS</u>						
450.000.441.000	LOAN PROCEEDS	.00	70,950.00	.00	( 70,950.00)	.0
	TOTAL LOAN PROCEEDS	.00	70,950.00	.00	( 70,950.00)	.0
<u>STORMWATER CHARGES</u>						
450.000.450.000	STORMWATER CHARGES	.00	.00	25,380.00	25,380.00	.0
	TOTAL STORMWATER CHARGES	.00	.00	25,380.00	25,380.00	.0
	TOTAL FUND REVENUE	10.72	71,738.97	25,380.00	( 46,358.97)	282.7

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

STORMWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
<u>MATERIALS &amp; 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 &amp; 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	10.72	3,288.97	.00	( 3,288.97)	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

STATE REVENUE SHARING FUND

<u>ASSETS</u>			
500.000.101.000	CASH ALLOC TO STATE REV SHARNG		32,976.29
	TOTAL ASSETS		<u>32,976.29</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
500.000.288.000	FUND EQUITY		1,225.45
	REVENUE OVER EXPENDITURES - YTD	<u>31,750.84</u>	
	BALANCE - CURRENT DATE		<u>31,750.84</u>
	TOTAL FUND EQUITY		<u>32,976.29</u>
	TOTAL LIABILITIES AND EQUITY		<u>32,976.29</u>

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

STATE REVENUE SHARING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
<u>INTEREST</u>						
500.000.404.000	INTEREST	107.52	674.26	100.00	( 574.26)	674.3
	TOTAL INTEREST	107.52	674.26	100.00	( 574.26)	674.3
<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	602.24	1,541.70	.00	( 1,541.70)	.0
	TOTAL MISCELLANEOUS REVENUE	602.24	1,541.70	.00	( 1,541.70)	.0
	TOTAL FUND REVENUE	709.76	49,681.00	32,206.00	( 17,475.00)	154.3

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

STATE REVENUE SHARING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
<u>MATERIALS &amp; SERVICES</u>						
500.500.604.000	.00	1,648.48	1,354.00	(	294.48)	121.8
500.500.608.000	5.60	586.60	560.00	(	26.60)	104.8
500.500.611.000	.00	37.17	250.00		212.83	14.9
500.500.612.000	.00	745.00	1,129.00		384.00	66.0
500.500.700.000	.00	2,078.60	.00	(	2,078.60)	.0
500.500.706.000	.00	131.84	275.00		143.16	47.9
	<u>5.60</u>	<u>5,227.69</u>	<u>3,568.00</u>	(	<u>1,659.69</u> )	<u>146.5</u>
<u>CAPITAL OUTLAY &amp; TRANSFERS</u>						
500.500.752.000	154.78	2,546.34	2,100.00	(	446.34)	121.3
500.500.752.100	.00	100.00	.00	(	100.00)	.0
500.500.752.400	170.95	170.95	4,000.00		3,829.05	4.3
500.500.752.600	800.00	9,885.18	10,500.00		614.82	94.1
500.500.799.000	.00	.00	7,038.00		7,038.00	.0
500.500.830.310	.00	.00	5,000.00		5,000.00	.0
	<u>1,125.73</u>	<u>12,702.47</u>	<u>28,638.00</u>		<u>15,935.53</u>	<u>44.4</u>
TOTAL EXPENDITURES	<u>1,131.33</u>	<u>17,930.16</u>	<u>32,206.00</u>		<u>14,275.84</u>	<u>55.7</u>
TOTAL FUND EXPENDITURES	<u>1,131.33</u>	<u>17,930.16</u>	<u>32,206.00</u>		<u>14,275.84</u>	<u>55.7</u>
NET REVENUE OVER EXPENDITURES	<u>( 421.57)</u>	<u>31,750.84</u>	<u>.00</u>	(	<u>31,750.84)</u>	<u>.0</u>

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

WATER SYS CAPITAL PROJ FUND

<u>ASSETS</u>			
600.000.101.000	CASH ALLOC TO WATR SYS CAP PRJ	86,956.51	
	TOTAL ASSETS		86,956.51
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
600.000.288.000	FUND EQUITY	160,825.31	
	REVENUE OVER EXPENDITURES - YTD	( 73,868.80)	
	BALANCE - CURRENT DATE	( 73,868.80)	
	TOTAL FUND EQUITY		86,956.51
	TOTAL LIABILITIES AND EQUITY		86,956.51

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 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	283.52	4,719.60	2,700.00	( 2,019.60)	174.8
	TOTAL INTEREST	283.52	4,719.60	2,700.00	( 2,019.60)	174.8
<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>SAFE DRINKING &amp; RETAINAGE</u>						
600.000.440.110	C&M RETAINAGE	.00	.00	156,588.00	156,588.00	.0
	TOTAL SAFE DRINKING & RETAINAGE	.00	.00	156,588.00	156,588.00	.0
<u>TRNSFRS IN &amp; 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	283.52	5,269.60	1,734,538.00	1,729,268.40	.3

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

WATER SYS CAPITAL PROJ FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>CAPITAL OUTLAY &amp; 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	29,006.77	49,713.57	1,425,338.00	1,375,624.43	3.5
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	.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	29,006.77	79,138.40	1,734,538.00	1,655,399.60	4.6
TOTAL EXPENDITURES	29,006.77	79,138.40	1,734,538.00	1,655,399.60	4.6
TOTAL FUND EXPENDITURES	29,006.77	79,138.40	1,734,538.00	1,655,399.60	4.6
NET REVENUE OVER EXPENDITURES	( 28,723.25)	( 73,868.80)	.00	73,868.80	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

SEWER RESERVE FUND

<u>ASSETS</u>			
700.000.101.000	CASH ALLOC TO SEWER RESERVE	289,240.39	
	TOTAL ASSETS		289,240.39
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
700.000.288.000	FUND EQUITY	708,256.77	
	REVENUE OVER EXPENDITURES - YTD	( 419,016.38)	
	BALANCE - CURRENT DATE	( 419,016.38)	
	TOTAL FUND EQUITY		289,240.39
	TOTAL LIABILITIES AND EQUITY		289,240.39

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 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	943.06	10,880.17	1,600.00	( 9,280.17)	680.0
	TOTAL INTEREST	943.06	10,880.17	1,600.00	( 9,280.17)	680.0
<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	943.06	316,619.95	1,232,863.00	916,243.05	25.7

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

SEWER RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>CAPITAL OUTLAY &amp; 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	1,113.00	403,990.02	500,000.00	96,009.98	80.8
700.700.920.000	686.00	318,853.81	600,000.00	281,146.19	53.1
	<u>1,799.00</u>	<u>735,636.33</u>	<u>1,232,863.00</u>	<u>497,226.67</u>	<u>59.7</u>
TOTAL CAPITAL OUTLAY & TRANSFERS					
	<u>1,799.00</u>	<u>735,636.33</u>	<u>1,232,863.00</u>	<u>497,226.67</u>	<u>59.7</u>
TOTAL EXPENDITURES					
	<u>1,799.00</u>	<u>735,636.33</u>	<u>1,232,863.00</u>	<u>497,226.67</u>	<u>59.7</u>
TOTAL FUND EXPENDITURES					
	<u>1,799.00</u>	<u>735,636.33</u>	<u>1,232,863.00</u>	<u>497,226.67</u>	<u>59.7</u>
NET REVENUE OVER EXPENDITURES	( 855.94)	( 419,016.38)	.00	419,016.38	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 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 10 MONTHS ENDING APRIL 30, 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 &amp; 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 10 MONTHS ENDING APRIL 30, 2026

EQUIP REPLACEMENT RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>EXPENDITURES</u>						
<u>CAPITAL OUTLAY &amp; TRANSFERS</u>						
750.750.880.000	CONTINGENCY	.00	.00	4,177.00	4,177.00	.0
750.750.903.000	EQUIPMENT	.00	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	.00	12,509.17	44,817.00	32,307.83	27.9
	TOTAL EXPENDITURES	.00	12,509.17	44,817.00	32,307.83	27.9
	TOTAL FUND EXPENDITURES	.00	12,509.17	44,817.00	32,307.83	27.9
	NET REVENUE OVER EXPENDITURES	.00	( 12,402.63)	.00	12,402.63	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

BUILDING RESERVE FUND

<u>ASSETS</u>			
760.000.101.000	CASH ALLOC TO BLDG RESERVE		345,357.47
	TOTAL ASSETS		345,357.47
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
760.000.288.000	FUND EQUITY		354,616.42
	REVENUE OVER EXPENDITURES - YTD	( 9,258.95)	
	BALANCE - CURRENT DATE	( 9,258.95)	
	TOTAL FUND EQUITY		345,357.47
	TOTAL LIABILITIES AND EQUITY		345,357.47

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 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	1,126.03	12,829.62	900.00	( 11,929.62)	1425.5
	TOTAL INTEREST	1,126.03	12,829.62	900.00	( 11,929.62)	1425.5
<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	1,126.03	12,829.62	866,529.00	853,699.38	1.5

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

BUILDING RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>EXPENDITURES</u>						
<u>CAPITAL OUTLAY &amp; TRANSFERS</u>						
760.760.880.000	CONTINGENCY	.00	.00	903.00	903.00	.0
760.760.930.000	BUILDING CONSTRUCTION	209.50	14,627.75	865,626.00	850,998.25	1.7
760.760.930.100	CITY MAINT SHOP IMPROVEMENTS	2,041.62	7,460.82	.00	( 7,460.82)	.0
	TOTAL CAPITAL OUTLAY & TRANSFERS	2,251.12	22,088.57	866,529.00	844,440.43	2.6
	TOTAL EXPENDITURES	2,251.12	22,088.57	866,529.00	844,440.43	2.6
	TOTAL FUND EXPENDITURES	2,251.12	22,088.57	866,529.00	844,440.43	2.6
	NET REVENUE OVER EXPENDITURES	( 1,125.09)	( 9,258.95)	.00	9,258.95	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

STREET RESERVE FUND

<u>ASSETS</u>			
770.000.101.000	CASH ALLOC TO STREET RESERVE	186,722.53	
	TOTAL ASSETS		186,722.53
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
770.000.288.000	FUND EQUITY	181,131.72	
	REVENUE OVER EXPENDITURES - YTD	5,590.81	
	BALANCE - CURRENT DATE	5,590.81	
	TOTAL FUND EQUITY		186,722.53
	TOTAL LIABILITIES AND EQUITY		186,722.53

CITY OF DAYTON  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 10 MONTHS ENDING APRIL 30, 2026

STREET 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>						
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	608.80	6,636.31	1,500.00	( 5,136.31)	442.4
	TOTAL INTEREST	608.80	6,636.31	1,500.00	( 5,136.31)	442.4
	TOTAL FUND REVENUE	608.80	6,636.31	179,959.00	173,322.69	3.7

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

STREET RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>MATERIALS &amp; SERVICES</u>					
770.770.700.000	TRANSPORTATION SYSTEM PLAN	.00	465.50	.00 ( 465.50)	.0
	TOTAL MATERIALS & SERVICES	.00	465.50	.00 ( 465.50)	.0
<u>CAPITAL OUTLAY &amp; TRANSFERS</u>					
770.770.880.000	CONTINGENCY	.00	.00	169,959.00	169,959.00 .0
770.770.910.000	STREET CAPITAL PROJECTS	.00	580.00	10,000.00	9,420.00 5.8
	TOTAL CAPITAL OUTLAY & TRANSFERS	.00	580.00	179,959.00	179,379.00 .3
	TOTAL EXPENDITURES	.00	1,045.50	179,959.00	178,913.50 .6
	TOTAL FUND EXPENDITURES	.00	1,045.50	179,959.00	178,913.50 .6
	NET REVENUE OVER EXPENDITURES	608.80	5,590.81	.00 ( 5,590.81)	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

PARKS RESERVE FUND

<u>ASSETS</u>			
780.000.101.000	CASH ALLOC TO PARKS RESERVE		33,994.18
	TOTAL ASSETS		<u>33,994.18</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
780.000.288.000	FUND EQUITY		21,299.92
	REVENUE OVER EXPENDITURES - YTD	<u>12,694.26</u>	
	BALANCE - CURRENT DATE		<u>12,694.26</u>
	TOTAL FUND EQUITY		<u>33,994.18</u>
	TOTAL LIABILITIES AND EQUITY		<u>33,994.18</u>

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

PARKS RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<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	110.84	924.69	1,500.00	575.31	61.7
	TOTAL INTEREST	110.84	924.69	1,500.00	575.31	61.7
<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	110.84	30,383.44	35,661.00	5,277.56	85.2

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

PARKS RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
<u>MATERIALS &amp; 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 &amp; 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	110.84	12,694.26	.00	( 12,694.26)	.0

CITY OF DAYTON  
 BALANCE SHEET  
 APRIL 30, 2026

DEBT SERVICE FUND

ASSETS

850.000.101.000	CASH ALLOCATED TO DEBT SERVICE	211,551.68	
	TOTAL ASSETS		<u>211,551.68</u>

LIABILITIES AND EQUITY

FUND EQUITY

850.000.288.000	FUND EQUITY	493,417.38	
	REVENUE OVER EXPENDITURES - YTD	<u>( 281,865.70)</u>	
	BALANCE - CURRENT DATE	<u>( 281,865.70)</u>	
	TOTAL FUND EQUITY		<u>211,551.68</u>
	TOTAL LIABILITIES AND EQUITY		<u>211,551.68</u>

CITY OF DAYTON  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 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	689.76	12,377.95	1,700.00	( 10,677.95)	728.1
	TOTAL INTEREST	689.76	12,377.95	1,700.00	( 10,677.95)	728.1
<u>TRANSFERS IN &amp; LOAN &amp; 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	689.76	12,377.95	766,529.00	754,151.05	1.6

CITY OF DAYTON  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING APRIL 30, 2026

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
<u>CAPITAL OUTLAY &amp; 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	689.76	( 281,865.70)	.00	281,865.70	.0

This Page Intentionally Left Blank

**MINUTES**  
**DAYTON CITY COUNCIL**  
**JOINT WORK SESSION WITH YAMHILL COUNTY BOAR OF COMMISSIONERS**  
**May 4, 2026**

**PRESENT:** Mayor Annette Frank  
Council President Drew Hildebrandt  
Councilor Scott Hover  
Councilor Kitty Mackin  
Councilor Robin Pederson  
Councilor Chris Teichroew  
Councilor Colt Wilkins  
Commissioner Kit Johnston  
Commissioner Bubba King  
Commissioner Mary Starrett

**ABSENT:**

**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**

Mayor Frank called the meeting to order at 6:41pm and all those present recited the Pledge of Allegiance.

**B. ROLL CALL**

Mayor Frank noted that there was a quorum with Councilors Hildebrandt, Hover, Mackin, Pederson, Teichroew and Wilkins present in person. Yamhill County Commissioners Johnston, Starrett, and King were also present in person.

**C. DISCUSSION ITEMS**

**1. Discuss the future of Dayton Landing**

Commissioner Johnston opened the discussion by providing a history of the City and County's exploratory process regarding the potential transfer of Dayton Landing to the City of Dayton. He stated that the Board of Commissioners is supportive of transferring Dayton Landing and explained that the purpose of the meeting was to revisit the discussion and determine whether the City is interested in assuming ownership and management of Dayton Landing.

Mayor Frank invited Council, Commissioners and Staff to introduce themselves.

Commissioner Johnston stated that Dave Rucklos and Rochelle Roaden presented appraisals of the Dayton Landing and Fisher Farms. He inquired if the City is interested in obtaining Dayton Landing.

There was a discussion about separating the land and water rights from the Fisher Farms to accomplish a swap and use Fisher Farms as fairgrounds.

Council President Hildebrandt opened the discussion about liability, and the city being responsible of fixing the landing and maintain the landing.

Discussion continued about the current level of labor spent by Yamhill County limited to 3 hours a week with a total cost of \$5,500 a year. The Oregon Coast Marine Board does offer \$6,200 per biennium to offset maintenance costs. There are other grant funding options available for improvements offered by the Oregon Coast Marine Board.

Commissioner Starrett offered to have the County Administrator and Parks Director meet with Council to answer questions about maintenance, grants, requirements from the Oregon Coast Marine Board as well as support from the board.

Discussion followed regarding potential structures for the transfer of Dayton Landing, including a purchase, lease agreement, or another arrangement that would provide the City of Dayton with operational autonomy and the ability to apply for grants.

Councilor Pederson asked to get a proposal on the floor.

Discussion continued.

Commissioner Johnston proposed selling Dayton Landing to the City of Dayton for \$250,000, consistent with the appraised value, noting there was consensus among the Board of Commissioners regarding the proposal.

Discussion continued regarding the possibility of an access agreement that would allow the City to apply for grants prior to acquiring Dayton Landing.

Dayton City Council reached a consensus to continue negotiations regarding the transfer of ownership or access to Dayton Landing.

**D. ADJOURN**

There being no further business to discuss the meeting adjourned at 7:20pm.

Respectfully submitted:

APPROVED BY COUNCIL on **June 1, 2026.**

By:

As Written

As Amended

Rocio Vargas, City Recorder

---

Annette Frank, Mayor

**MINUTES  
DAYTON CITY COUNCIL  
REGULAR SESSION  
MAY 4, 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  
Don Cutler, Public Works Supervisor  
Rob Walker, Finance Director

**A. CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Mayor Frank called the meeting to order at 7:22pm.

**B. ROLL CALL**

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

**A. APPEARANCE OF INTERESTED CITIZENS**

Robert Frisbee, McMinnville resident, Scout Leader of Troop 270, introduced the Troop and stated that the group is interested in volunteering in the community.

**B. CONSENT AGENDA**

1. March 2026 Financial Summary
2. March 2026 Financial Statements
3. March 16, 2026, Special Session Minutes
4. April 6, 2026, Regular Session Minutes

**KITTY MACKIN MOVED TO APPROVE THE CONSENT AGENDA. SECOND BY CHRIS TEICHROEW.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, Teichroew, Wilkins.

## **C. ACTION ITEMS**

### **1. Budget Committee Application Review and Appointment**

Council President Hildebrandt recused from voting on this item.

**SCOTT HOVER MOVED TO APPOINT ARI GREY TO THE CITY OF DAYTON BUDGET COMMITTEE FOR THE TERM ENDING DECEMBER 31, 2028. SECOND BY KITTY MACKIN.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, Teichroew, Wilkins.

### **2. Approval of Personal Services Agreement with Hacker Architects Inc. in the Amount of \$89,000**

**CHRIS TEICHROEW MOVED TO APPROVE THE PERSONAL SERVICES AGREEMENT WITH HACKER ARCHITECTS, INC., AS PRESENTED, IN THE AMOUNT OF \$89,000 FOR FACILITY CONDITIONS ASSESSMENT AND NEEDS ANALYSIS, AND TO AUTHORIZE THE CITY MANAGER TO SIGN. SECOND BY SCOTT HOVER.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, Teichroew, Wilkins.

### **3. Approval of Resolution 2025/26-20 Authorizing Staff to Prepare and Recommend Development Code Amendments and Planning Work Funded through a DLCD Technical Assistance Grant**

**DREW HILDEBRANDT MOVED TO APPROVE RESOLUTION 2025/26-20, A RESOLUTION AUTHORIZING STAFF TO PREPARE RECOMMENDED DEVELOPMENT CODE AMENDMENTS AND PLANNING WORK FUNDED THROUGH A DLCD TECHNICAL ASSISTANCE GRANT.' SECOND BY COLT WILKINS.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, Teichroew, Wilkins.

### **4. Local Option Levy Measure Explanatory Statement and Resolution Review**

Councilor Mackin inquired when it was decided that the renewal of the levy would be for a 5-year term. She stated that she presented a case where it was beneficial to shorten the term to keep the levy relevant and to allow adjustments as necessary to cover contract costs.

Council President Hildebrandt stated that in his opinion having a 5-year levy shows good faith with the Yamhill County Sheriff's Office of continuing services.

Councilor Hover stated that having a 2-year term of the levy would set the City in an elections rotation that could tire the residents if there was an increase in each renewal.

Jeremy Cadule, City Manager, stated that if there were no changes he would notify the attorney to complete a final draft and bring the resolution to the next meeting.

### **5. First Reading of Ordinance 670 Amending Dayton Municipal Code Chapter 5.6 Door to Door Solicitation**

Council President Hildebrandt asked if code enforcement has the authority over Dayton Municipal Code and would be enforcing the Door-to-Door Solicitation. He requested to inform the community, so they are aware of the enforcement and reporting options.

Council President Hildebrandt completed the first reading of Ordinance 670 by title only.

**DREW HILDEBRANDT MOVED TO APPROVE THE FIRST READING OF ORDINANCE 670 BY TITLE ONLY. SECOND BY ROBIN PEDERSON.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, Teichroew, Wilkins.

### **D. CITY COUNCIL COMMENTS AND CONCERNS**

Councilor Pederson thanked all those who were involved in the Cinco de Mayo event and thanked public works staff.

Council President Hildebrandt agreed with Councilor Pederson and stated that events are very important to the community.

Councilor Teichroew thanked city staff for their support with the Cinco de Mayo event and agreed that events are very important to this town.

Councilor Mackin stated that the parade was great.

Mayor Frank thanked everyone that participated in the event and said she was sorry she couldn't participate due to her medical condition.

### **E. INFORMATION REPORTS**

#### 1. Finance

Rob Walker, Finance Director, stated that there were several questions from Council and that he would respond to those questions by email.

#### 2. Library

City Manager stated that the Library HVAC broke down and staff are discussing a solution given that the City is undergoing facilities need study it isn't feasible to fix it at this time if the goal is to relocate eventually. He suggested reducing services to the public.

Discussion on moving the library or finding a cooling solution continued.

3. Public Works

Councilor Teichreow inquired about the well that watered Courthouse Square Park.

Don Cutler, Public Works Supervisor, stated that the well is dry and only has 3psi, and the City does not have another way of watering the park.

Mayor Frank inquired how long it will take to repair the Vac Truck.

PW Supervisor stated that a new vendor and mechanic was found that has reduced waiting times, and the Vac Truck is now repaired.

4. Recorder

Small Cities Allotment grant was discussed.

**F. CITY MANAGER'S REPORT**

City Manager passed on the invitation to the new wine tasting room downtown.

A supplemental budget will be presented to Council.

The integrator of record contract with TAG has been signed.

The well at Fisher Farms caretaker lot had deficiencies and tested positive for Coliform bacteria.

The rehabilitation contract was signed for the Fisher Farms wells and work will begin next week.

Code enforcement complaints have been addressed, the majority being dog barking complaints.

MOU with DCDA was signed for the marketing project.

Council President Hildebrandt inquired about the code enforcement closed cases.

Council discussed code enforcement.

**G. ADJOURN**

There being no further business to discuss the meeting adjourned at 8:04pm.

Respectfully submitted:

APPROVED BY COUNCIL on **June 1, 2026.**

By:

As Written

As Amended

Rocio Vargas, City Recorder

---

Annette Frank, Mayor

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Recology Western Oregon Proposed Rate Increase  
**Date:** June 1, 2026

**Background and Information**

Dan Blue with Recology Western Oregon will attend our June 1, 2026, City Council meeting to present the Annual Report.

Attached are reports and Dan will answer any questions the Council may have.

**City Manager Recommendation:** N/A

**Potential Motion:** None required.

**Council Options:**



April 1, 2026

Dear Jeremy,

In accordance with our Dayton franchise agreement, I am attaching Recology's 2025 Annual Report, which includes the 2026 Proposed Rates and the Third-Party Review.

Based on our review of 2025 financials and current projections, Recology remains within the allowable operating range established in the franchise. This reflects continued operational discipline while maintaining reliable service for the community. As a result, a full rate review is not required this year.

Consistent with the franchise framework, we are proposing a CPI-based adjustment to ensure rates keep pace with underlying cost pressures while avoiding the need for larger, less predictable adjustments in future years.

The primary drivers supporting this CPI-based adjustment include rising fuel, labor, and disposal costs. Of note, disposal costs at Coffin Butte Landfill have increased by 6.3% effective January 1, 2026. The recent denial of Republic Services' landfill expansion application by Benton County creates uncertainty about long-term disposal capacity and shortens the remaining useful life of the landfill. This is expected to increase pressure on disposal costs over time. These factors are appropriately addressed through a modest, predictable CPI adjustment.

The following summarizes the key financial metrics supporting the proposed adjustment:

Proposed CPI Adjustment	3.00%
Allowable Operating Ratio Range	85% – 91%
Target Operating Ratio	88%
Projected Operating Ratio (With CPI Adjustment)	86.82%
Customer Billing Impact Date	1-Aug-26

Consistent with the above, rates will increase by 3.00%.

We appreciate the opportunity to continue providing solid waste and recycling services to the community. We will follow up on scheduling for an upcoming Council meeting.

Please let us know if you have any questions or would like additional details. I can be reached at (503) 803-4984 or [ccarey@recology.com](mailto:ccarey@recology.com), and Dan Blue at (503) 405-0261 or [dblue@recology.com](mailto:dblue@recology.com).

Sincerely,

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

Chris Carey  
General Manager  
Recology Northern Oregon

**RECOLOGY WESTERN OREGON**

**DAY CITY OF DAYTON**

**EFF. DATE: 9/1/2026**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**CART SERVICES - CURBSIDE**

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

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWC	32G CART-CURB	\$ 24.43	3.00%	\$ 0.73	\$ 25.16
32GEC	32G CART EOW-CURBSIDE	\$ 15.90	3.00%	\$ 0.48	\$ 16.38
32GMC	32G CART MONTHLY-CURB	\$ 8.56	3.00%	\$ 0.26	\$ 8.82
OC3C	32 GAL CART ON CALL CURB	\$ 8.56	3.00%	\$ 0.26	\$ 8.82

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWC	90G CART-CURB	\$ 40.71	3.00%	\$ 1.22	\$ 41.93
90GEC	90G CART EOW-CURB	\$ 26.47	3.00%	\$ 0.79	\$ 27.26
90GMC	90G CART OAM-CURB	\$ 14.22	3.00%	\$ 0.43	\$ 14.65
OC9C	90 GAL CART ON CALL CURB	\$ 14.22	3.00%	\$ 0.43	\$ 14.65

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

90GOC	90G CART WILL CALL-CURB	\$ 3.11	3.00%	\$ 0.09	\$ 3.20
-------	-------------------------	---------	-------	---------	---------

**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)**

**RATE PER EACH**

SP32C	SPEC P/U 32G CART CURBSIDE	\$ 8.56	3.00%	\$ 0.26	\$ 8.82
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 14.22	3.00%	\$ 0.43	\$ 14.65
90OEC	SUBSCRIPTION YARD DEBRIS (90GAL)	\$ 8.64	3.00%	\$ 0.26	\$ 8.90

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

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

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

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWS	32G CART-SIDE	\$ 24.90	3.00%	\$ 0.75	\$ 25.65
32GES	32G CART EOW-SIDEYARD	\$ 16.18	3.00%	\$ 0.49	\$ 16.67
32GMS	32G CART MONTHLY-SIDE	\$ 8.71	3.00%	\$ 0.26	\$ 8.97
OC3S	32 GAL CART ON CALL SIDE	\$ 8.71	3.00%	\$ 0.26	\$ 8.97

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWS	90G CART-SIDE	\$ 62.38	3.00%	\$ 1.87	\$ 64.25
90GES	90G CART EOW-SIDE	\$ 40.58	3.00%	\$ 1.22	\$ 41.80
90GMS	90G CART OAM-SIDE	\$ 21.83	3.00%	\$ 0.65	\$ 22.48
OC9S	90 GAL CART ON CALL SIDE	\$ 21.83	3.00%	\$ 0.65	\$ 22.48

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

90GOS	90G CART WILL CALL-SIDE	\$ 3.11	3.00%	\$ 0.09	\$ 3.20
-------	-------------------------	---------	-------	---------	---------

**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)**

**RATE PER EACH**

SP32S	SPEC P/U 32G CART NON CURBSIDE	\$ 8.71	3.00%	\$ 0.26	\$ 8.97
SP90S	SPEC P/U 90G CART NON CURBSIDE	\$ 21.83	3.00%	\$ 0.65	\$ 22.48

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

**RECOLOGY WESTERN OREGON**

**DAY CITY OF DAYTON**

**EFF. DATE: 9/1/2026**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**OTHER SERVICES & FEES**

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

**RATE PER EACH**

XBAG	EXTRA BAG(S)	\$ 6.26	3.00%	\$ 0.19	\$ 6.45
XBOX	EXTRA BOX	\$ 6.26	3.00%	\$ 0.19	\$ 6.45
XCAN	EXTRA CAN(S)	\$ 6.26	3.00%	\$ 0.19	\$ 6.45
XMISC	EXTRA MISC	\$ 6.26	3.00%	\$ 0.19	\$ 6.45
X32	EXTRA 32G CART(S)	\$ 6.26	3.00%	\$ 0.19	\$ 6.45
X90	EXTRA 90G CART(S)	\$ 10.16	3.00%	\$ 0.30	\$ 10.46

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

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

**RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 33.72	3.00%	\$ 1.01	\$ 34.73
APL	APPLIANCE	\$ 13.21	3.00%	\$ 0.40	\$ 13.61
FURN	FURNITURE CHARGE	\$ 20.24	3.00%	\$ 0.61	\$ 20.85
TREE	EXTRA CHRISTMAS TREE	\$ 12.49	3.00%	\$ 0.37	\$ 12.86
IRSC	IN ROUTE SERVICE CHARGE	\$ 29.27	3.00%	\$ 0.88	\$ 30.15
SC	SERVICE CHARGE	\$ 87.59	3.00%	\$ 2.63	\$ 90.22

**RELATED FEES**

**RATE PER EACH**

CRIR	CART REDELIVERY IN ROUTE	\$ 11.52	3.00%	\$ 0.35	\$ 11.87
CROR	CART REDELIVER OUT OF ROUTE	\$ 23.02	3.00%	\$ 0.69	\$ 23.71
CORDF	CONTAINER RE-DELIVERY FEE	\$ 87.59	3.00%	\$ 2.63	\$ 90.22

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

**RATE PER EACH**

CCF	CART CLEANING FEE	\$ 11.52	3.00%	\$ 0.35	\$ 11.87
CRF	CART REPLACEMENT FEE	\$ 74.84	3.00%	\$ 2.25	\$ 77.09

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

**RATE PER EACH**

RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

**FRONT-LOAD CONTAINER SERVICE**

**1 YARD CONTAINERS**

**MONTHLY RATES**

1GW	1YD TRASH	\$ 185.80	3.00%	\$ 5.57	\$ 191.37
1GE	1YD TRASH EOW	\$ 111.93	3.00%	\$ 3.36	\$ 115.29
1GM	1YD TRASH MONTHLY	\$ 72.16	3.00%	\$ 2.16	\$ 74.32
1OC	ON CALL-1YD TRASH	\$ 37.50	3.00%	\$ 1.13	\$ 38.63
1XP	EXTRA PICK UP-1YD TRASH	\$ 37.50	3.00%	\$ 1.13	\$ 38.63

**1.5 YARD CONTAINERS**

**MONTHLY RATES**

1HGW	1.5YD TRASH	\$ 231.71	3.00%	\$ 6.95	\$ 238.66
1HGE	1.5YD TRASH EOW	\$ 134.88	3.00%	\$ 4.05	\$ 138.93
1HGM	1.5YD TRASH MONTHLY	\$ 82.79	3.00%	\$ 2.48	\$ 85.27
1HOC	ON CALL-1.5YD TRASH	\$ 49.20	3.00%	\$ 1.48	\$ 50.68
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 49.20	3.00%	\$ 1.48	\$ 50.68

**RECOLOGY WESTERN OREGON**

**DAY CITY OF DAYTON**

**EFF. DATE: 9/1/2026**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**2 YARD CONTAINERS**

**MONTHLY RATES**

2GW	2YD TRASH	\$ 277.55	3.00%	\$ 8.33	\$ 285.88
2GE	2YD TRASH EOW	\$ 157.81	3.00%	\$ 4.73	\$ 162.54
2GM	2YD TRASH MONTHLY	\$ 93.36	3.00%	\$ 2.80	\$ 96.16
2OC	ON CALL-2YD TRASH	\$ 60.84	3.00%	\$ 1.83	\$ 62.67
2XP	EXTRA PICK UP-2YD TRASH	\$ 60.84	3.00%	\$ 1.83	\$ 62.67

**3 YARD CONTAINERS**

**MONTHLY RATES**

3GW	3YD TRASH	\$ 369.33	3.00%	\$ 11.08	\$ 380.41
3GE	3YD TRASH EOW	\$ 203.72	3.00%	\$ 6.11	\$ 209.83
3GM	3YD TRASH MONTHLY	\$ 114.59	3.00%	\$ 3.44	\$ 118.03
3OC	ON CALL-3YD TRASH	\$ 84.13	3.00%	\$ 2.52	\$ 86.65
3XP	EXTRA PICK UP-3YD TRASH	\$ 84.13	3.00%	\$ 2.52	\$ 86.65

**4 YARD CONTAINERS**

**MONTHLY RATES**

4GW	4YD TRASH	\$ 461.09	3.00%	\$ 13.83	\$ 474.92
4GE	4YD TRASH EOW	\$ 249.57	3.00%	\$ 7.49	\$ 257.06
4GM	4YD TRASH MONTHLY	\$ 135.75	3.00%	\$ 4.07	\$ 139.82
4OC	ON CALL-4YD TRASH	\$ 107.47	3.00%	\$ 3.22	\$ 110.69
4XP	EXTRA PICK UP-4YD TRASH	\$ 107.47	3.00%	\$ 3.22	\$ 110.69

**5 YARD CONTAINERS**

**MONTHLY RATES**

5GW	5YD TRASH	\$ 552.86	3.00%	\$ 16.59	\$ 569.45
5GE	5YD TRASH EOW	\$ 295.47	3.00%	\$ 8.86	\$ 304.33
5GM	5YD TRASH MONTHLY	\$ 156.97	3.00%	\$ 4.71	\$ 161.68
5OC	ON CALL-5YD TRASH	\$ 130.79	3.00%	\$ 3.92	\$ 134.71
5XP	EXTRA PICK UP-5YD TRASH	\$ 130.79	3.00%	\$ 3.92	\$ 134.71

**6 YARD CONTAINERS**

**MONTHLY RATES**

6GW	6YD TRASH	\$ 644.61	3.00%	\$ 19.34	\$ 663.95
6GE	6YD TRASH EOW	\$ 341.32	3.00%	\$ 10.24	\$ 351.56
6GM	6YD TRASH MONTHLY	\$ 178.14	3.00%	\$ 5.34	\$ 183.48
6OC	ON CALL-6YD TRASH	\$ 154.09	3.00%	\$ 4.62	\$ 158.71
6XP	EXTRA PICK UP-6YD TRASH	\$ 154.09	3.00%	\$ 4.62	\$ 158.71

**8 YARD CONTAINERS**

**No new customers at this size - safety issues**

8GW	8YD TRASH	\$ 759.50	3.00%	\$ 22.79	\$ 782.29
8GE	8YD TRASH EOW	\$ 398.78	3.00%	\$ 11.96	\$ 410.74
8GM	8YD TRASH MONTHLY	\$ 204.67	3.00%	\$ 6.14	\$ 210.81
8OC	ON CALL-8YD TRASH	\$ 183.27	3.00%	\$ 5.50	\$ 188.77
8XP	EXTRA PICK UP-8YD TRASH	\$ 183.27	3.00%	\$ 5.50	\$ 188.77

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

RNT1	1YD RENT - TRASH	\$ 23.02	3.00%	\$ 0.69	\$ 23.71
------	------------------	----------	-------	---------	----------

**FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.**

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

**RECOLOGY WESTERN OREGON**

**DAY CITY OF DAYTON**

**EFF. DATE: 9/1/2026**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**DEBRIS BOX SERVICES**

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

**RATE PER HAUL**

DEL	DELIVERY CHARGE	\$ 77.73	3.00%	\$ 2.33	\$ 80.06
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 170.99	3.00%	\$ 5.13	\$ 176.12
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 205.18	3.00%	\$ 6.16	\$ 211.34

**DEBRIS BOX DISPOSAL FEES**

**RATE PER UNIT**

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 87.02	3.00%	\$ 2.61	\$ 89.63
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 87.02	3.00%	\$ 2.61	\$ 89.63
DFWD	DISPOSAL FEE - CLEAN WOOD (\$\$/TON)	\$ 50.29	3.00%	\$ 1.51	\$ 51.80
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD <sup>3</sup> )	\$ -	3.00%	\$ -	\$ -

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

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

10DG	10 YARD BOX W/DISPOSAL	\$ 366.84	3.00%	\$ 11.01	\$ 377.85
20DG	20 YARD BOX W/DISPOSAL	\$ 519.05	3.00%	\$ 15.57	\$ 534.62
30DG	30 YARD BOX W/DISPOSAL	\$ 671.38	3.00%	\$ 20.14	\$ 691.52

**RELATED FEES**

**RATE PER DAY**

RENTD	DAILY RENTAL FEE	\$ 12.17	3.00%	\$ 0.37	\$ 12.54
-------	------------------	----------	-------	---------	----------

Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

**RATE PER MONTH**

RENTM	MONTHLY RENTAL FEE	\$ 172.51	3.00%	\$ 5.18	\$ 177.69
-------	--------------------	-----------	-------	---------	-----------

Note: Monthly rent applies for customers who keep a box for a year or longer.

**RATE PER HOUR**

TIME	TRUCK TIME FEE	\$ 150.64	3.00%	\$ 4.52	\$ 155.16
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 175.20	3.00%	\$ 5.26	\$ 180.46
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 262.82	3.00%	\$ 7.88	\$ 270.70

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

**TEMPORARY RENTAL CONTAINERS**

**RATE PER EACH**

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 110.24	3.00%	\$ 3.31	\$ 113.55
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 99.64	3.00%	\$ 2.99	\$ 102.63
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.31	3.00%	\$ 0.07	\$ 2.38

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

**BULKY ITEMS - DEBRIS BOX**

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

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

**RATE PER EACH**

TOFFR	TIRE CHARGE NO RIM	\$ 5.39	3.00%	\$ 0.16	\$ 5.55
TONR	TIRE CHARGE ON RIM	\$ 10.79	3.00%	\$ 0.32	\$ 11.11
APPL	APPLIANCE	\$ 13.50	3.00%	\$ 0.41	\$ 13.91
APF	REFRIGERATOR/FREEZER	\$ 33.72	3.00%	\$ 1.01	\$ 34.73

**MEDICAL WASTE COLLECTION SERVICES**

**RATE PER EACH**

M4HSC	4.7 QT SHARPS CONTAINER	\$ 36.32	3.00%	\$ 1.09	\$ 37.41
M10SC	10 QT SHARPS CONTAINER	\$ 40.09	3.00%	\$ 1.20	\$ 41.29
M23SC	23 QT SHARPS CONTAINER	\$ 65.92	3.00%	\$ 1.98	\$ 67.90
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 55.68	3.00%	\$ 1.67	\$ 57.35
MLGPB	PATHOLOGY BOX	\$ 58.72	3.00%	\$ 1.76	\$ 60.48
MW17G	MEDICAL WASTE 17 GAL	\$ 25.91	3.00%	\$ 0.78	\$ 26.69
MW31G	MEDICAL WASTE 31 GAL	\$ 33.39	3.00%	\$ 1.00	\$ 34.39
MW43G	MEDICAL WASTE 43 GAL	\$ 40.30	3.00%	\$ 1.21	\$ 41.51
MWTCB	MEDICAL WASTE TRACE CHEMO BOX	\$ 58.72	3.00%	\$ 1.76	\$ 60.48

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

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

# RWO - Valley 2025 Annual Report



City of Dayton			
	2025 Calendar Year Actual	Adjustments and Projected Changes	2026-27 Projected Rate Year
<b>REVENUE</b>	Rate Adj. % >>>	3.00%	
Collection Services - Residential	\$ 322,851	\$ 11,804	\$ 334,655
Collection Services - Commercial	\$ 98,309	\$ 3,481	\$ 101,790
Collection Services - Debris Box	\$ 20,528	\$ 3,078	\$ 23,606
<b>COLLECTION SERVICES:</b>	<b>\$ 441,688</b>		<b>\$ 460,052</b>
Proposed Rate Adjustment			\$ 13,802
Revenue - DB Disposal	\$ 8,770	\$ -	\$ 8,770
Revenue - Medical Waste	\$ 519	\$ 62	\$ 581
Revenue - Other (fees & related)	\$ 1,610	\$ (171)	\$ 1,439
RMA Funding			\$ 4,560
Non-Franchised Revenue	\$ -	\$ -	
<b>Total Revenue</b>	<b>\$ 452,587</b>	<b>\$ 36,616</b>	<b>\$ 489,203</b>
Franchise Fees	\$ (11,405)		\$ (12,328)
<b>Revenue w/o Franchise Fees</b>	<b>\$ 441,182</b>		<b>\$ 476,875</b>
<b>LABOR EXPENSES</b>			
Operational Personnel	\$ 65,760	\$ 5,052	\$ 70,813
Payroll Taxes	\$ 6,044	\$ 464	\$ 6,508
Medical Insurance	\$ 14,860	\$ 107	\$ 14,967
Other Benefits (Pension/401k, WC)	\$ 9,045	\$ 3,137	\$ 12,182
<b>Total Labor Expense</b>	<b>\$ 95,709</b>	<b>\$ 8,761</b>	<b>\$ 104,470</b>
<b>DISPOSAL EXPENSES</b>			
Disposal Charges	\$ 1,665	\$ (537)	\$ 1,128
I/C Disposal	\$ 73,878	\$ 18,470	\$ 92,348
Medical Waste & Supplies	\$ 13	\$ 0	\$ 13
<b>Total Disposal Expense</b>	<b>\$ 75,557</b>	<b>\$ 17,934</b>	<b>\$ 93,490</b>
<b>OPERATIONAL EXPENSES</b>			
Fuel	\$ 14,771	\$ 6,907	\$ 21,679
Fuel - Non-Franchised (N/F)	\$ -	\$ -	\$ -
Repairs and Maintenance	\$ 41,117	\$ 6,463	\$ 47,580
Repairs and Maintenance - N/F	\$ -	\$ -	\$ -
Business Taxes and PUC	\$ 4,675	\$ 144	\$ 4,819
Business Taxes and PUC - N/F	\$ -	\$ -	\$ -
Supplies & Uniforms	\$ 979	\$ 29	\$ 1,008
Operational Supplies/Safety	\$ 1,315	\$ 39	\$ 1,355
Contract Labor	\$ -	\$ -	\$ -
Depreciation and Amortization	\$ 559	\$ 20	\$ 579
Depreciation and Amortization N/F	\$ -	\$ -	\$ -
Operational Lease and Rent	\$ 20,511	\$ 1,096	\$ 21,607
Operational Lease and Rent - N/F	\$ -	\$ -	\$ -
Insurance Expense	\$ 4,044	\$ 121	\$ 4,165
Yard Debris/Wood	\$ 14,869	\$ (2,880)	\$ 11,989
Recycling Processing Fees	\$ 31,221	\$ (4,709)	\$ 26,512
Non Franchise Expense	\$ -	\$ -	\$ -
Other Operational	\$ 885	\$ 27	\$ 912
<b>Total Operations Expense</b>	<b>\$ 134,948</b>	<b>\$ 7,258</b>	<b>\$ 142,206</b>
<b>Subtotal</b>	<b>\$ 134,969</b>	<b>\$ 1,740</b>	<b>\$ 136,709</b>
<b>Total Admin Expense</b>	<b>\$ 68,180</b>	<b>\$ 6,290</b>	<b>\$ 74,470</b>
<b>EARNINGS FROM OPERATIONS</b>	<b>\$ 66,789</b>	<b>\$ (4,550)</b>	<b>\$ 62,239</b>
Interest Income	\$ -	\$ -	\$ -
Loss on Asset Disposal	\$ -	\$ -	\$ -
<b>NET INCOME BEFORE TAX</b>	<b>\$ 66,789</b>	<b>\$ (4,550)</b>	<b>\$ 62,239</b>
Operating Margin	15.14%		13.05%
Calculated Operating Ratio	84.72%		86.82%

**Recology Western Oregon - Valley Inc.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Financial Statements  
And Supplementary Information

December 31, 2025



## TABLE OF CONTENTS

	<u>Page No.</u>
Independent Accountant's Review Report	1
Balance Sheet	2
Statement of Income and Stockholder's Investment	3
Statement of Cash Flows	4
Notes to Financial Statements	5 - 11
Supplementary Information	
Schedule of Operational and General and Administrative Expenses	13



## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of  
Recology Western Oregon - Valley Inc.

We have reviewed the accompanying financial statements of Recology Western Oregon - Valley Inc., which comprise the balance sheet as of December 31, 2025, and the related statements of income and stockholder's investment, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

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

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

### **Accountant's Responsibility**

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

We are required to be independent of Recology Western Oregon - Valley Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

### **Accountant's Conclusion**

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

### **Supplementary Information**

The supplementary information included on page 13 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and do not express an opinion, a conclusion, nor provide any assurance on such supplementary information.

A handwritten signature in black ink that reads "Armanino LLP". The signature is written in a cursive, flowing style.

San Ramon, California

March 26, 2026

**RECOLOGY WESTERN OREGON - VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Balance Sheet  
December 31, 2025

**Assets**

Current assets:	
Accounts receivable, net of allowance for credit losses of \$58,264	\$ 2,459,763
Other receivables	2,425
Prepaid expenses	41,194
Due from Parent	<u>466,327</u>
Total current assets	<u>2,969,709</u>
Property and equipment:	
Machinery and equipment	1,933,208
Less accumulated depreciation	<u>(1,788,794)</u>
Property and equipment, net	<u>144,414</u>
Total assets	<u>\$ 3,114,123</u>

**Liabilities and Stockholder's Investment**

Current liabilities:	
Accounts payable	\$ 127,232
Accrued liabilities	349,111
Deferred revenues	<u>1,670,882</u>
Total current liabilities	<u>2,147,225</u>
Stockholder's investment, net	<u>966,898</u>
Total liabilities and stockholder's investment	<u>\$ 3,114,123</u>

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

**RECOLOGY WESTERN OREGON - VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)  
Statement of Income and Stockholder's Investment  
For the year ended December 31, 2025

Revenues, net	<u>\$ 19,465,426</u>
Cost of operations	
Intercompany refuse disposal	3,438,870
Third party refuse disposal	129,864
Labor costs	4,057,992
Operational expenses	<u>6,819,938</u>
Total cost of operations	<u>14,446,664</u>
Gross profit	5,018,762
General and administrative expenses	<u>3,111,510</u>
Income from operations	<u>1,907,252</u>
Other income	
Interest income	<u>31,393</u>
Total other income	<u>31,393</u>
Net income	1,938,645
Stockholder's investment, net, beginning of year	880,321
Net distributions to Parent and affiliates	<u>(1,852,068)</u>
Stockholder's investment, net, end of year	<u><u>\$ 966,898</u></u>

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

**RECOLOGY WESTERN OREGON - VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Cash Flows

For the year ended December 31, 2025

Cash flows from operating activities:	
Net income	\$ 1,938,645
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	25,376
Provision for credit losses	83,056
Changes in assets and liabilities:	
Accounts receivable	(331,884)
Prepaid expenses	31,395
Accounts payable	54,003
Accrued liabilities	25,855
Deferred revenues	58,963
Net cash provided by operating activities	<u>1,885,409</u>
Cash flows from investing activities	
Purchases of property and equipment	<u>(17,213)</u>
Net cash used in investing activities	<u>(17,213)</u>
Cash flows from financing activities:	
Due from Parent	(16,128)
Net distributions to Parent and affiliates	<u>(1,852,068)</u>
Net cash used in financing activities	<u>(1,868,196)</u>
Net change in cash	-
Cash, beginning of year	<u>-</u>
Cash, end of year	<u><u>\$ -</u></u>

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

**RECOLOGY WESTERN OREGON – VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2025

(1) NATURE OF BUSINESS

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

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

During the year ended December 31, 2025, the Company disposed of refuse collected by its operations at a facility owned and operated by an affiliate as well as a facility owned and operated by a third party. Yard debris and other recyclable commodities were primarily disposed at a facility owned and operated by an affiliate.

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting and financial statement presentation

The accompanying financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Revenue recognition and accounts receivable

The Company recognizes revenue on an accrual basis when services are performed. Deferred revenues primarily consist of revenues billed in advance that are recorded as revenue in the period in which the related services are rendered. The majority of the Company's revenue is subject to rate regulation by the municipalities in which it operates. Municipal franchise fees totaling \$770,414 are presented as a reduction to revenue for the year ended December 31, 2025.

The Company's receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for credit losses, represents their estimated net realizable value. The Company estimates its allowance for credit losses based on several factors, including historical collection trends, type of customer, existing economic conditions, reasonable and supportable forecasts and other factors. Outstanding balances are reviewed on an account-specific basis based on the credit risk of the customer. The Company determined that its accounts receivable balances of \$2,459,763 and \$2,210,935 as of December 31, 2025 and 2024, respectively, share similar risk characteristics. The Company also monitors its credit exposure on an ongoing basis and assesses whether assets in the pool continue to display similar risk characteristics. The Company performs ongoing credit evaluations of its customers, but generally does not require collateral to support customer receivables.

Past due receivable balances are written off when the Company's internal collection efforts have been unsuccessful. Finance charge income is recognized on outstanding accounts receivable balances under the respective terms of the amounts due.

**RECOLOGY WESTERN OREGON – VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2025

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment

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

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

Depreciation expense on the above amounted to \$25,376 for the year ended December 31, 2025. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

Environmental remediation liabilities

The Company accrues for environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of the range is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental liabilities were accrued at December 31, 2025.

Impairment of long-lived assets

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

During the year ended December 31, 2025, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

**RECOLOGY WESTERN OREGON – VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2025

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Leases

The Company leases certain land, buildings, vehicles, and equipment used in the Company's operations under lease agreements. The Company is responsible for all maintenance costs, taxes, and insurance on the buildings, vehicles, and equipment under lease agreements.

The Company accounts for leases in accordance with Accounting Standards Codification Topic 842, Leases. The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of use ("ROU") asset and a lease liability at the lease commencement date.

The ROU asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred less any lease incentives received.

The Company's leases have varying terms, some of which include renewal or escalation clauses, which are considered in determining minimum leases payments. The lease term for all the Company's leases includes the noncancelable period of the lease plus any additional periods covered by either a Company option to extend (or not to terminate) the lease that the Company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor. The Company has cancelable agreements with an affiliate that have one-year terms, whereby it pays for use of certain operating equipment and property. The Company has elected not to include these leases with an initial term of 12 months or less in the balance sheet and payments associated with these short term-leases are recognized as an operating expense on a straight-line basis over the lease term. Leases are classified as either operating leases or finance leases at inception.

Income taxes

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

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

The Company records interest related to unrecognized tax benefits as interest expense and penalties as an administrative expense. For the year ended December 31, 2025, there was no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

**RECOLOGY WESTERN OREGON – VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2025

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash concentration account

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

Allocations

The Company includes allocated charges from the Parent and affiliates in operating expenses. The charges are allocated by applying activity appropriate factors to direct and indirect costs of the Parent and affiliates or based upon established fees (see Note 5).

Use of estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with U.S. GAAP. The more significant estimates requiring the judgment of management include the valuation of the allowance for credit losses, accrued franchise fees and the allocation methodology used in the allocation of direct and indirect costs of the Parent and affiliates. Actual results could differ from those estimates.

Stockholder's investment

The Company has 500 shares of common stock authorized and 500 shares issued and outstanding with no par value as of December 31, 2025. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

Fair value of financial instruments

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

Concentration of credit risk

Cash and accounts receivable are financial instruments that potentially expose the Company to credit risk. The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account. Management believes that the Company is not exposed to any significant risk on cash. As of December 31, 2025, two customers accounted for approximately 79% of accounts receivable.

Subsequent events

The Company has evaluated its subsequent events through March 26, 2026, which is the date the financial statements were available for issuance. No subsequent events have occurred that would have a material impact on the financial statements.

**RECOLOGY WESTERN OREGON – VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2025

(3) COMMITMENTS AND CONTINGENCIES

Substantially all of the assets of the Company are pledged to secure the obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the repayment, on a joint and several basis, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement was updated in April 2025 and expires in April 2030. At December 31, 2025, there was an outstanding balance of \$301.0 million on the Parent's Revolving Credit Agreement and there were standby letters of credit issued for \$223.4 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the payment of amounts owed to unrelated third parties, which provided the equipment financing to affiliates of the Company. The affiliates are obligated to the unrelated third parties with various expiration dates through December 2026. At December 31, 2025, the outstanding principal on the financed equipment recorded by the affiliates was \$1.4 million.

The Parent and its subsidiaries, including the Company, are subject to various laws and regulations relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly any future remediation, and other compliance efforts. The Parent has environmental impairment liability insurance, which covers the sudden or gradual onset of environmental damage to third parties, on all owned and operated facilities. In the opinion of management, compliance with present environmental protection laws will not have a material adverse effect on the results of operations of the Company provided costs are substantially covered in the Company's rates on a timely basis.

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

(4) LEASES

Lease expense for the year ended December 31, 2025 was \$1,068,341 including amounts under short-term rental agreements with third parties and affiliates.

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

**RECOLOGY WESTERN OREGON – VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2025

(5) TRANSACTIONS WITH RELATED PARTIES

During the year ended December 31, 2025, revenue, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and allocated based on specific activities. The allocated revenue and charges are as follows:

Parent:

Health insurance	\$	28,110
Worker's compensation		68,379
401(k) employer portion		11,226
General and vehicle insurance		171,469
		279,184

Affiliates:

Collection revenue		(941,255)
Rental of equipment		903,986
Disposal costs and yard debris		4,604,988
Recycling processing costs		942,656
General and administration allocation		2,428,297
Repair and maintenance		1,229,871
Regional management and accounting fees		237,234
		9,405,777
	\$	9,684,961

During the year ended December 31, 2025, amounts due from or payable to Parent and affiliates were accumulated by the Company and, as of the Parent's fiscal year-end, September 30, 2025, the net amount was settled by way of capital contributions or distributions. Changes in amounts due from or payable to Parent or affiliates are presented as a financing activity in the statement of cash flows, except as related to expenditures attributable to property and equipment. For the three months from October 1, 2025 to December 31, 2025, the net amount was not settled by way of capital contributions or distributions.

(6) EMPLOYEE STOCK OWNERSHIP PLAN

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

**RECOLOGY WESTERN OREGON – VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2025

(6) EMPLOYEE STOCK OWNERSHIP PLAN (CONTINUED)

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

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

(7) MUTLIEMPLOYER PENSION PLAN

The Company's drivers and maintenance personnel are covered by a collective bargaining agreement, which expires on December 31, 2029.

Under the collective bargaining agreement, the Company is a participant in a multiemployer pension plan, the Western Conference of Teamsters Pension Trust Fund. Multiemployer pension plans generally provide retirement benefits to participants based on their service. During the year ended December 31, 2025, the Company contributed \$303,877 to the plan.

Under current laws governing multiemployer benefit plans, a plan's termination, the Company's voluntary withdrawal, or the mass withdrawal of all contributing employers from any under-funded multiemployer pension plan would require the Company to make payments to the plan for the Company's proportionate share of the multiemployer benefit plan's unfunded vested liabilities. It is possible that there may be a mass withdrawal of employers contributing to the under-funded plan or the plan may terminate in the near future, which may have a material impact on the Company's financial condition, results of operations and cash flows.

SUPPLEMENTARY INFORMATION

**RECOLOGY WESTERN OREGON - VALLEY INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Schedule of Operational and General and Administrative Expenses

For the year ended December 31, 2025

Operational expenses	
Depreciation	\$ 25,376
Fuel	840,999
Insurance	171,469
Supplies	58,886
Operational lease expense	1,068,341
Recycling processing costs	942,656
Repair and maintenance	2,188,955
Taxes and licenses	319,602
Yard debris	1,166,118
Other operational expenses	37,536
Total operational expenses	<u>\$ 6,819,938</u>
General and administrative expenses	
General administration allocation	\$ 2,428,294
Regional management and accounting fees	237,234
Advertising and promotion	3,155
Provision for credit losses	83,056
Contributions	19,455
Billing services	54,914
Dues and subscriptions	11,413
Education and training	11,003
Bank service charges	91,218
Meals	8,020
Office supplies	13,608
Postage	24,708
Professional services	65,200
Telephone	37,578
Travel	11,159
Other administration	11,495
Total general and administrative expenses	<u>\$ 3,111,510</u>

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

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Addendum to Scarlet Communications Contract  
**Date:** June 1, 2026

**Background and Information:**

The City of Dayton has contracted with Scarlet Communications to support tourism marketing, visitor engagement, and hospitality-related initiatives that promote Dayton as a destination within Yamhill County wine country and the surrounding region.

Scarlet Communications has assisted the City with tourism branding, media outreach, promotional coordination, visitor-facing communications, and ongoing collaboration with regional tourism organizations and local hospitality businesses.

The proposed Addendum A continues these services and maintains continuity on several existing tourism initiatives and projects currently underway.

**City Manager Recommendation:** Approve addendum.

**Potential Motion:** "I move to approve Addendum A, as presented, in the amount not to exceed \$31,200 annually, with Scarlet Communications pursuant to the 'Professional Services Agreement' dated February 1, 2024, and to authorize the City Manager to sign."

**Council Options:**

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

# Addendum A

Tourism Marketing & Management with Scarlet Communications

*February 20, 2026*

**Term:** Through June 30, 2027

**Pricing:** \$2,600/month

## Overview

Maintains consistency and forward progress on existing tourism initiatives while continuing to manage Dayton's visitor-facing brand, marketing, and relationships.

## Scope of Services

- Manage and implement existing tourism plans and priorities, including:
  - Dayton Wine Trail map
  - Oregon Chardonnay Celebration media outreach
  - STQRY historic walking tour app
  - Website upkeep and seasonal updates
  - Social media content and promotions
  
- Coordinate advertising, promotions, and overall tourism reputation
- Serve as primary point of contact for tourism-related media requests and outreach
- Maintain relationships with Oregon and Yamhill County tourism organizations
- Communicate directly with local hospitality businesses as needed
- Communicate with City leadership (staff and/or elected officials) as needed; minimum one in-person council report/year
- Conduct monthly activity meetings with City Manager; provide performance/project reports as needed
- Plan and host a hospitality business gathering

## PROFESSIONAL SERVICES AGREEMENT

This Agreement made on the 1st day of February 2024 (“Effective Date”), between:

City of Dayton  
416 Ferry Street  
PO Box 339  
Dayton, OR 97128  
drucklos@daytonoregon.gov  
503-864-2221

(“City”)

and

Scarlet Communications  
220 NE 6<sup>th</sup> Street  
McMinnville, OR 97128  
503-260-3337  
[kitri@scarlet-communications.com](mailto:kitri@scarlet-communications.com)

(“Consultant”)

Consultant agrees to provide professional services (a.k.a. “personal” services) to City pursuant to this Agreement. Such services are authorized by and subject to the terms and conditions of this Agreement.

The “Project”:

City of Dayton staff recognizes the need for ongoing management of tourism-related economic development projects and programming including research and data gathering; goal-setting and strategic planning; analysis of target audiences, feeder markets, and competitive sets; marketing and communications strategy; branding; identification of unique differentiators; and ongoing project management for a range of economic development efforts.

**1.6.** Consultant will perform only the services authorized. Additional services will be compensated only as authorized in writing by City. To the extent services are made necessary by any fault or error of Consultant in the performance of Consultant's duties, responsibilities, or obligations, the services will not be compensated.

**1.7.** Consultant will maintain all documents, books, papers, recordings and all other records, including any in digital format, arising out of or related to this Agreement for a period of five (5) years after completion or abandonment of the Project. Such records will be made available, in full, to City upon reasonable notice.

**1.8.** If applicable, Consultant will designate a representative fully knowledgeable about the Project with the authority to carry out Consultant's duties under this Agreement.

**1.9.** Consultant will furnish City its IRS-designated employer identification number or its social security number if it does not have an employer identification number.

**1.10.** Consultant will not provide any comments, information, press releases or opinions to representatives of newspapers, magazines, television and radio stations, weblogs or any other news medium on the Project without City's prior written consent.

**1.11.** Consultant will give prompt written notice to City if Consultant becomes aware of, or forms a belief regarding, actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement, or with any federal, state or local law, regulation or ordinance, or has any objection to any decision or order made City with respect to Consultant's duties under this Agreement. Any delay or failure on the City's part to provide a written response to Consultant will not be deemed an endorsement of Consultant's notice and will not constitute a waiver of any of City's rights.

**1.12.** Any employee of Consultant will be paid at least time and a half for all time worked in excess of 40 hours in any one week, other than a person excluded from overtime pursuant to ORS Chapter 653 or United States Code Title 29.

**1.13.** Consultant will promptly pay, as due, all persons supplying labor or material for the performance of its work under this Agreement.

**1.14.** Consultant will pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of its work under this Agreement.

**1.15.** Consultant will pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Consultant represents and warrants that it has complied with all applicable Oregon tax laws, including all taxes imposed by Oregon local governments, and will continue to do so during the term of this Agreement.

**1.16.** Consultant will promptly pay, as due, all persons or entities furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or

3.3. City shall pay undisputed Consultant invoices within thirty (30) days of receipt.

3.4. Consultant's billing records, which include timesheets, rate schedules, and invoices necessary to support invoices for time and materials, additional services, and expenses will be maintained current by Consultant according to generally recognized accounting principles and will be maintained for a period of three (3) years following completion or abandonment of the project. Such records will be available to City for inspection, copying and/or audit during normal business hours.

#### **4. Inspection and Acceptance**

The Project shall be subject to inspection by City. Should the quality of the work done on the Project not be satisfactory to City, City will provide notice of the defects and a cure date by which Consultant shall have corrected any defective work. If the Consultant does not comply, City shall have the ability terminate this Agreement.

#### **5. Term/Termination**

5.1. City may terminate this Agreement for convenience and without cause by giving written notice of such termination to Consultant. Upon receipt of such notice, Consultant will immediately cease further performance except that Consultant may perform such services and incur such reimbursable expenses as are reasonably necessary to preserve work that has been completed or is in progress and to achieve an orderly termination. Upon such termination, City will pay Consultant, pursuant to the payment provisions of this Agreement for all authorized services or reimbursable expenses up to the date established in the notice of termination. Authorized reimbursements will include those costs necessarily and reasonably incurred by Consultant for organizing and carrying out the termination. City will not be obligated to reimburse Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments.

5.2. Within a reasonable time after termination of this Agreement or of any Exhibit A work, Consultant will deliver to City all materials and equipment and documentation, including raw or tabulated data and work in progress upon payment pursuant to paragraph 5.1 above.

5.3. Termination of this agreement by City will not constitute a waiver or termination of any rights, claims, or causes of action City may have against Consultant under this Agreement.

5.4. Upon a determination by a court or an arbitrator that any termination by City of Consultant or its successor in interest was wrongful, such termination will be deemed converted to a termination for convenience as set forth above and Consultant's remedy will be so limited.

#### **6. Insurance**

- 7.1.2** Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
- 7.1.3** the Americans with Disabilities Act of 1990, as amended;
- 7.1.4** Executive Order 11246, as amended;
- 7.1.5** the Health Insurance Portability and Accountability Act of 1996;
- 7.1.6** the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- 7.1.7** the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- 7.1.8** ORS Chapter 659, as amended;
- 7.1.9** all regulations and administrative rules established pursuant to the foregoing laws; and
- 7.1.10** all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations.

**7.2** City's performance under the Agreement is conditioned upon Consultant's compliance with the provisions of ORS 279B.020, ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

## **8. Security Check**

Consultant agrees that each of its employees, subconsultants' employees, and other individual involved in the Project may at the option of City be subject to a background/security check at any time through the Yamhill County Sheriff's Department or other designated agency. City retains the right to require immediate removal of any individual. Notwithstanding the foregoing, Consultant, not City is solely responsible for performing background checks on and screening for public safety for all individuals working for Consultant on the Project and to the extent allowed by law shall provide such screening information to City upon request.

## **9. Delay**

Neither party will be responsible to the other for its failure to perform on time when such failure is due to causes beyond the party's reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Consultant's services are delayed by such contingencies, Consultant will immediately notify City in writing and City may either (1) extend time of performance, or (2) terminate the uncompleted portion of Consultant's services at no cost to City.

## **10. Independent Contractor**

**15. Assignment**

Consultant cannot assign any rights nor delegate any responsibilities it has under this Agreement without City’s prior written approval which approval is in City’s sole discretion.

**16. Severability**

If any term, condition or provision of this Agreement or the application thereof to any circumstance is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement will not be affected but will instead remain valid and fully enforceable.

**17. Article Headings**

All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

**18. Waiver**

No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

**19. No Third-Party Beneficiaries**

This Agreement confers no rights or benefits on any third party.

**20. Entire Agreement**

This Agreement signed by both parties and so initialed by both parties in the margin opposite this paragraph constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by City or City’s agents that differ in any way from the terms of this written Agreement will be given no force and effect. This Contract will be changed, amended, or modified only by written instrument signed by both City and Consultant. This Agreement will not be modified or altered by any course of performance by either party.

CITY OF DAYTON  
Rochelle Roaden

CONSULTANT  
Scarlet Communications

By: *Rochelle Roaden*  
Title: *City manager*

By: *Kitri McGuire*  
Title: Kitri McGuire, Scarlet Communications, Owner

## EXHIBIT A

### Overview of Deliverables:

Project Management of priority tourism-related economic development initiatives.

#### **February 2024:**

- Contact regional tourism and industry organizations and make sure their info on Dayton is up to date
- Walkabout of downtown Dayton
- Connections with current vendors (website, design, etc)
- Project Timeline Creation
- Review and report on city website info, downtown org info, Google presence, social media, etc. for Dayton

#### **March 2024:**

- Attend a City Council meeting
- Meetups with local tourism industry representatives
- Management or recruitment of needed vendors (graphic design, PR, web development, etc.)
- Build a Visitor Data Report with demographics and psychographics of current visitors
- Build a Competitive Set Analysis & Regional Feeder Market Analysis

#### **April 2024:**

- Ongoing project and vendor management
- Facilitate a Brand Strategy Workshop
- Build a Brand Essence document
- Gather photography/videography assets
- Begin website buildout

#### **May 2024:**

- Ongoing project and vendor management
- Buildout of short & long term strategic Marketing Plans
- PR strategy buildout for new projects

#### **June 2024:**

- Ongoing project and vendor management
- Execute on strategic Marketing Plans

{00876305; 1 }

**To:** Honorable Mayor and City Councilors  
**From:** Don Cutler, Public Works Supervisor  
**Through:** Jeremy Caudle, City Manager  
**Issue:** McDougall Wells Telemetry Replacement Quote  
**Date:** June 1, 2026

**Background and Information:**

Attached is an updated quote for a project at McDougall Wells. This project is to get Telemetry at both wells so we can see live data regarding these wells. This was budgeted and approved in the current 25/26 budget period. Due to the time frame in which it took to get the Integrator of Record on board prices have increased. This project was originally quoted at \$53,928.00 and has increased by \$3,850.00 to a new total of \$57,780.00. We ask that you approve the increase so we can get these wells online and have accurate live data and alarms at these locations.

**City Manager Recommendation:** To approve McDougall Wells Telemetry Project.

**Potential Motion:** "I move to approve the McDougall Wells Telemetry Replacement Project for the quoted amount of \$57,928"

**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.

**QUOTE**

#Q250317CHR01

May 26, 2026

## UPDATED QUOTE

City of Dayton  
416 Ferry Street  
Dayton, OR 97114  
Jake Tajjala

RE: McDougal Wells 1 and 2 Upgrades Quote **Revision 1**

### **Project Scope:**

The Automation Group (TAG) is pleased to provide you with a quotation for upgrading the control system at McDougal Wells 1 and 2 in Dayton, Oregon. It is understood that the existing Modicon PLC and the telemetry radio are obsolete and are no longer supported by the manufacturer. The City of Dayton also has no visibility of McDougal Wells 1 and 2 flow or well levels at the main water plant SCADA system. The purpose of this project is to replace the Modicon PLC and telemetry radio with industry standard devices that are modern, supported by the manufacturers, and are available for purchase in the event of failure. This quote also includes adding well level transmitters at Wells 1 and 2, replacing the flowmeter at Well 2 and wiring the pulse signal from the existing flowmeter in Well 1 into the new PLC. The two level transmitters and the two flowmeters will be integrated into the control system and added to the SCADA system at the main plant. Please see the breakdown of our quotation below.

### **Materials:**

TAG will provide the following materials.

- McDougal Well 1
  - 1 - Allen-Bradley 5069-L306ER CompactLogix 5380 Controller
  - 1 - Allen-Bradley 5069-RTB64-SCREW 5069 Compact I/O Power Terminal RTB Kit
  - 1 - Allen-Bradley 5069-IF8 5069 Compact I/O 8 Channel Voltage/Current Analog Input Module
  - 1 - Allen-Bradley 5069-IOF4 5069 Compact I/O 4 Channel Voltage/Current Analog Output Module
  - 1 - Allen-Bradley 5069-IA16 5069 Compact I/O 16 Channel AC Discrete Input Module
  - 1 - Allen-Bradley 5069-OW16 5069 Compact I/O 16 Channel Discrete Relay Output Module
  - 1 - Allen-Bradley 5069-FPD 5069 Compact I/O Field Potential Distributor
  - 4 - Allen-Bradley 5069-RTB18-SCREW 5069 Compact I/O terminal block kit
  - 1 - Sierra Wireless 1103045 AirLink RV50X Cellular Gateway
  - 1 - Sierra Wireless 600124 AirLink 2-in-1 Shark Fin Antenna
  - 1 - Verizon SIM Card
  - 1 - Endress+Hauser FMX21-CD211MGE25H+LRPOPRPS Water Pilot FMX21 Level Transmitter
  - 1 - SCADA Metrics SP-SAPK APK Analog Pulse Kit
  - 1 - Lot miscellaneous conduit, wire, labels, wire ties, terminals, fuses, etc.
- McDougal Well 2
  - Endress+Hauser FMX21-CD211PGE25H+LRPOPRPS Waterpilot FMX21 Level Transmitter
  - 1 - Endress + Hauser 5W4C50-C6ILHM0DHA2KGA+L4 Promag W 400 2" Flowmeter
  - 2 - Endress + Hauser DK5GD-50AHM Promag Grounding Disc/Protection disc
  - 1 - Lot miscellaneous piping, flanges, gaskets, etc.
  - 1 - Lot miscellaneous conduit, wire, labels, wire ties, etc.

### **Tasks:**

TAG will perform the following services in support of this project.

- Administration
  - Project management
  - Hardware specification, procurement, and tracking
- Engineering and Programming
  - Attend customer meetings for data gathering, totalizer definition, etc.
  - Program the new PLC to match the functionality of the existing control system
  - Program the two new level transmitters into the new PLC
  - Program the two new flowmeters into the new PLC
  - On site start-up, commissioning and testing of the new PLC system
  - Add display, trending and alarming for the two new level transmitters into the SCADA system
  - Add display, trending, alarming, and totalizing for the two new flowmeters into the SCADA system
  - On site start-up, commissioning and testing of the SCADA system additions
  - On site cellular modem communications set-up, Start up, and commissioning
- Electrical Construction
  - McDougal Well 1
    - Demo existing Modicon PLC
    - Install and wire new CompactLogix PLC
    - Install the new pulse converter into the existing PLC cabinet, wire pulse cable from existing flowmeter to pulse converter, and wire pulse converter analog and pulse wires to the PLC
    - Wire new level transmitter analog cable to the PLC
  - McDougal Well 2
    - Wire new level transmitter analog cable from McDougal Well 2 to the PLC in McDougal Well 1
    - Wire new flowmeter analog and power wires from McDougal Well 2 to the PLC in McDougal Well
- Instrumentation
  - McDougal Well 1
    - Set up and test new pulse converter
  - McDougal Well 2
    - Set up and test new flowmeter
- Mechanical
  - McDougal Well 1
    - Install new level transmitter
  - McDougal Well 2
    - Install new level transmitter
    - Demo existing flowmeter
    - Modify piping to accommodate new flowmeter
    - Install new flowmeter
- Design and Drafting (*Optional*)
  - Customer communication to verify existing conditions
  - Develop panel elevation drawings
  - Develop terminal strip detail drawings
  - Develop 120VAC and 24VDC power distribution drawings
  - Develop I/O wiring diagrams

**Clarification/Exclusions:**

- Because the original drawings show that there was a level transmitter wired from McDougal Well 2 to the PLC in McDougal Well 1, it is assumed that there is a 24VDC conduit ran underground between the wells. If this conduit does not exist, a quote will be provided for trenching and installation of a new conduit.
- Although the design and drafting are optional it is recommended that this be completed because the existing drawings have been damaged by which makes future troubleshooting difficult.
- TAG's Labor Pricing is not affected by the National Supply Chain Shortages, but due to tariff changes & Vendors' rapidly increasing material prices, we may need to reprice some materials at time of order/quote acceptance as well as add additional tariff charges when product passes customs after Delivery.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.

**Project Price ..... \$50,580**

**Optional Design and Drafting Price..... \$7,200**

Thank you,  
*Craig Hartwick*  
**Craig Hartwick**  
**(541) 731-7885**  
[chartwick@tag-inc.us](mailto:chartwick@tag-inc.us)

TAG standard terms apply

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Authorization to submit a technical assistance financing application to Business Oregon for the "Water System Financial Analysis and Rate Study" project  
**Date:** June 1, 2026

**Background:**

The City is facing numerous issues of strategic importance related to our water system. Those issues include regional interconnection, the disposition of our jointly-owned wellfield, and addressing deferred maintenance. At the same time, the City is facing the pressures of increased costs, rate increases, and high debt service.

I recommend hiring a qualified rate study consultant to assist the City in developing a long-term financing strategy to address these options while keeping rate affordable. This application would obtain financing from Business Oregon to pay for these consulting services.

I've already drafted a request for quotes (RFQ) to be used in selecting a consultant. The RFQ is attached, detailing project requirements. In sum, this project would involve:

- Analyzing the different water supply and system strategies under consideration
- Developing a 20-year financial forecast of costs and revenues
- Designing a water rate structure to help us achieve our goals

This analysis will guide us as we chart the next steps of our water future.

**Recommendation:**

- Approve the application as presented.

**Budget impact:**

- Loan interest loan of up to 7 years not to exceed \$140,000. The actual project cost may differ once we obtain multiple quotes.

**Recommended motion:**

"I move to authorize the City Manager to submit a technical assistance financing application to Business Oregon in the amount of \$140,000 for the 'Water System Financial Analysis and Rate Study' project, and to authorize the Mayor to sign the application's certification statement."

**Next steps:**

- Submit the signed application to Business Oregon.
- Once we receive a contract, obtain City Council approval of the contract.
- Next, we will issue the RFQ to select a consultant.
- City Council approval of a contract with the consultant will be required.

- Once we have a contract with the selected consultant, the project can begin.
- I estimate project completion for spring 2027.

**Attachments:**

- General application
- Application supplement, including pro forma income statement
- Attachments (system map)
- Draft request for quotes



# General Application

775 Summer St NE, Suite 200  
Salem, OR 97301-1280

## Applicant

City of Dayton 93-6002149  
Name Federal Tax ID Number

408 Ferry Street PO Box 339, Dayton, OR 97114  
Street Address Mailing Address

Organization Type:

City     County     Special District under ORS \_\_\_\_\_     Port District under ORS \_\_\_\_\_     Tribe

Jeremy Caudle City Manager  
Contact Name Title  
(Person we should contact with project questions)

503-864-7444 jcaudle@daytonoregon.gov  
Phone Number                      Fax Number                      Email Address

**Representation** (Information may be found at [www.leg.state.or.us/findlegsltr](http://www.leg.state.or.us/findlegsltr) )

12 Bruce Starr  
Senate District Number Senator's Name

23 Anna Scharf  
House District Number Representative's Name

## Project Information

Water System Financial Analysis and Rate Study  
Project Name: (e.g., Stayton Water System Improvements)

### Opportunity/Problem

Briefly describe the opportunity or problem facing the applicant:

The City is considering multiple options to expand its water supply, including regional interconnections. The City is also facing a backlog of deferred maintenance needs in its water system. This study will analyze all the options the City is considering and develop a long-term strategy. This project also includes a rate study to design rates needed to fund the long-term strategy.

**Response to Opportunity/Problem**

Briefly describe the major alternatives considered to address this opportunity or problem:

One major alternative is to conduct the analysis in-house. Such an analysis would be incomplete, as the City neither has the staff expertise nor the time to complete such a comprehensive analysis. Another alternative would be to conduct an abbreviated rate study. In fact, the City commissioned a water rate study from OAWU in 2021. While this study is instructive, it lacks the comprehensive, long-term focus that this project will deliver.

**Detailed Project Description**

Clearly describe the proposed project work to be accomplished:

1. Water supply options analysis. Financial analysis of water supply options, including regional interconnections. 2. Revenue requirement analysis. Determine overall water system revenue needs. 3. Water cost of service analysis and rate design. Allocate revenue needs per customer class and design rates needed to meet system needs.

**Project Work Plan**

List project activity milestones with estimated start and completion dates. Identify estimated date of first cash draw:

Activity	Estimated Date	
	Start	Completion
Project kick off	Oct 6, 2026	Oct 6, 2026
Data collection and interviews	Oct 7, 2026	Nov 20, 2026
Develop water supply options analysis	Nov 23, 2026	Dec 21, 2026
Develop revenue requirement analysis	Dec 22, 2026	Jan 19, 2027
Develop water cost of service analysis and rate design	Jan 20, 2027	Feb 18, 2027
City Council approval of study and project completion	Mar 1, 2027	Mar 1, 2027

**Estimated First Draw Date:** 12/1/2026

**Project Budget**

List individual project budget line items with requested budgeted amounts by IFA and non-IFA funding sources. Change budget column labels to identify the specific requested IFA funding sources. Non-IFA sources are those funds other than those requested from IFA.

**Please be aware that the award loan amount will be subject to a less than 1% issuance fee if the loan is included in the Oregon Bond Bank. Please contact Business Oregon for additional information.**

Budget Line Item (Adjust budget items to suit the project) <i>Below are general items most used</i>	IFA Funding		Non-IFA	Total
	Source 1	SPWF	Funds	
<b>Engineering/Architecture</b>	\$0	\$140,000	\$0	\$140,000
<b>Construction</b>				0
<b>Construction Contingency</b>				0
<b>Land Acquisition</b>				0
<b>Legal</b>				0
<b>Construction Management</b>				0
<b>Other (Specify)</b>				0
<b>Other (Specify)</b>				0
<b>Other (Specify)</b>				0
<b>Other (Specify)</b>				0
<b>Totals</b>	0	140,000	0	140,000

**Details of Non-IFA Funds**

Source of Non-IFA Funds	Amount	Status: C-Committed, A-Application S-Submitted, AI-Application Invited, PS-Potential Source	Dates Required Funds will be Committed and Available
	\$0		
<b>Totals</b>	0		

**If "Non-IFA funds" include USDA Rural Development funding that will require interim financing, please indicate the source of the interim financing.**

**General Certification**

I certify to the best of my knowledge all information, contained in this document and any attached supplements, is valid and accurate. I further certify that, to the best of my knowledge:

1. The application has been approved by the governing body or is otherwise being submitted using the governing body's lawful process, and
2. Signature authority is verified.

**Check one:**

- Yes, I am the highest elected official. (e.g., Mayor, Chair or President)
- No, I am not the highest elected official so I have attached documentation that verifies my authority to sign on behalf of the applicant. (Document such as charter, resolution, ordinance or governing body meeting minutes must be attached.)

**The department will only accept applications with proper signature authority documentation.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

**FOR BUSINESS OREGON USE ONLY**

154-16648  
\_\_\_\_\_  
Concept Number

2/5/2026  
\_\_\_\_\_  
Intake Approval Date

**Project Type:**

- Planning             Construction             Other:
- Design                 Design & Construction

## Application Supplement for Water/Wastewater Financing Program Technical Assistance Project

Applicant: **154-16648 City of Dayton**

Project Name: **Water System Financial Analysis and Rate Study**

**Section I: Ownership / Operation**

A. What is the street address of the property or physical location of the improvements that will be addressed by this technical assistance project?

**The project encompasses the City of Dayton's entire water treatment and distribution system. Much of this system is within Dayton city limits. Some parts of the system, such as the joint wellfield and watershed sources, are outside city limits.**

B. Will the applicant own the potential drinking water, wastewater, or storm drainage construction project that is the subject of this technical assistance project, once it is constructed?  Yes  No

*If no, describe other ownership:*

C. Will the applicant operate and maintain the facility / improvements once they are constructed?  Yes  No

*If no, describe:*

D. Will a private business have a special legal entitlement to the potential drinking water, wastewater, or storm drainage project if it is constructed / completed? (e.g., through either a transfer of ownership, management contract, special rates / charges, or priority for use)  Yes  No

*If yes, describe:*

**Section II: Program Requirements / Project Information**

A. If a specific site or property will be the subject of all or part of this technical assistance project, is the proposed use in conformance with the current acknowledged land use comprehensive plan? *See Attachment C.*  Yes  No

*If no, explain:*

B. **For drinking water projects:** Are all service connections to the drinking water system metered?  Yes  No

*If no, explain:*

C. **For wastewater projects:** Is the project in preparation for wastewater or storm drainage treatment facilities which will discharge effluent into a "water quality limited" stream that the Department of Environmental Quality (DEQ) has not yet established the Total Maximum Daily Load standards (TMDLs)?  Yes  No

*If yes, has a consultation with DEQ been completed to determine if the project can be designed and constructed without established TMDLs?*  Yes  No

*If yes, attach documentation of DEQ consultation as Attachment D.*

- D. Describe the experience of the individual who will be responsible for day-to day management of this technical assistance project and ensuring its completion within defined timeframes.

**The City Manager will oversee the selected consultant's work on the project to ensure completion within defined timeframes.**

**Section III: Budget Information**

- A. Who prepared the cost estimates for the project?

Name: **John Ghilarducci**

Title: **President/Principal**

Company: **FCS**

Phone Number: **425-336-1865**

Date of project cost estimate: **2/4/2026**

**Section IV: Financial Information - Complete only if funding request includes a loan**

- A. What sources of revenue are being pledged to repay a loan?

**Water user charges**

- B. Is other debt serviced or secured by those revenues?  Yes  No

*If yes, is the other debt described in the applicant's audit reports?*  Yes  No

*If no, describe:*

- C. Has the applicant ever defaulted on a debt?  Yes  No

*If yes, provide a complete summary of the circumstances related to the default.*

- D. Is there actual / pending litigation that could impair the applicant's ability to repay debt?  Yes  No

*If yes, describe:*

## Attachments

Attachment Description		For IFA Use (Attached?)
<b>Attachments A and B are Required with all Applications</b>		
<b>A</b>	Map(s) showing the location of the project and delineation of the boundaries of the utility system's service area.	<input type="checkbox"/>
<b>B</b>	Documentation that the facilities plan, master plan, or study is required by a regulatory agency. For all other technical assistance projects, attach documentation of project support from the regulatory agency.	<input type="checkbox"/>
<b>Check If Applicable</b>	<b>Check box at left and include any of the following attachments that are applicable to the project proposal</b>	
<input type="checkbox"/>	<b>C</b> If a specific site or property will be the subject of all or part of this technical assistance project, include documentation from the appropriate entity (city or county) which indicates the project is consistent with the acknowledged local comprehensive plan.	<input type="checkbox"/>
<input type="checkbox"/>	<b>D</b> If project is in preparation for a wastewater treatment facility which will discharge into a water quality limited stream(s), but TMDLs have not yet been established for the stream by the Department of Environmental Quality (DEQ), attach documentation which indicates that DEQ has determined the project can be constructed without the establishment of TMDLs.	<input type="checkbox"/>
<input type="checkbox"/>	<b>E</b> If the project overlaps municipal boundaries, attach an executed copy of an intergovernmental cooperation agreement which sets out the duties and obligations of each entity.	<input type="checkbox"/>
<input type="checkbox"/>	<b>F</b> If funding request includes a loan, and the applicant's last three audit reports are not available at the Secretary of State website: <a href="http://www.sos.state.or.us">http://www.sos.state.or.us</a> , attach copies of the applicant's audit reports.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>G</b> If funding request includes a loan, complete the Schedule of Pro Forma Revenues and Expenditures for the applicable fund(s) that will be pledged to repay the loan for each of the next five years and any underlying assumptions used ( <i>see Attachment C</i> ).	<input type="checkbox"/>

## Schedule of Pro Forma Revenues and Expenditures

## Attachment C

	Pro Forma	Current FY					
1	<b>Year (ending June 30)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>
2	<b>Beginning Fund Balance</b>	500,068	367,191	209,999	201,496	241,930	335,112
<b>Operating Revenues</b>							
3	Primary Revenue Source	959,261	1,446,960	1,533,598	1,625,428	1,722,763	1,825,932
4	Other Revenue Source 1	14,645	10,800	11,084	11,376	11,677	11,987
5	Other Revenue Source 2	28,315	28,900	29,489	30,093	30,712	31,347
	<b>Total Operating Revenues</b>	<b>1,002,221</b>	<b>1,486,660</b>	<b>1,574,171</b>	<b>1,666,897</b>	<b>1,765,152</b>	<b>1,869,266</b>
<b>Operation, Maintenance &amp; Replacement (OM&amp;R) Expenses</b>							
6	Personal Services	454,680	504,512	524,000	544,314	565,492	587,571
7	Materials & Services	446,076	529,020	546,316	564,240	582,810	602,061
8	Other Operating Expenses	4,103	40,000	42,000	44,101	46,306	48,621
	<b>Total Operating Expenses</b>	<b>904,859</b>	<b>1,073,532</b>	<b>1,112,316</b>	<b>1,152,655</b>	<b>1,194,608</b>	<b>1,238,253</b>
<b>Debt Services</b>							
	<b>Funds Avail for Debt Service</b>	<b>97,362</b>	<b>413,128</b>	<b>461,855</b>	<b>514,242</b>	<b>570,544</b>	<b>631,013</b>
9	Existing Debt 1	66,515	333,309	333,309	333,309	333,309	333,309
10	Existing Debt 2						
11	Other Proposed Debt			21,449	21,449	21,449	21,449
	<b>Total Debt Service</b>	<b>66,515</b>	<b>333,309</b>	<b>354,758</b>	<b>354,758</b>	<b>354,758</b>	<b>354,758</b>
<b>Other Activities</b>							
	<b>Cash Avail After Debt Service</b>	<b>30,847</b>	<b>79,819</b>	<b>107,097</b>	<b>159,484</b>	<b>215,786</b>	<b>276,255</b>
12	Loan Proceeds / Drawdowns		140,000				
13	Capital Outlay		-140,000				
14	System Replacement Reserves						
15	Other Non-Operating Activity						
	<b>Net Other Activity</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
16	Net Transfers IN (OUT)	(163,724)	(237,011)	(115,600)	(119,050)	(122,604)	(126,264)
17	Adjustments						
	<b>Net Transfers &amp; Adjustment</b>	<b>(163,724)</b>	<b>(237,011)</b>	<b>(115,600)</b>	<b>(119,050)</b>	<b>(122,604)</b>	<b>(126,264)</b>
	<b>Ending Fund Balance</b>	<b>367,191</b>	<b>209,999</b>	<b>201,496</b>	<b>241,930</b>	<b>335,112</b>	<b>485,103</b>
18	<b>Connections</b>	933	941	942	942	942	942
19	<b>EDUs</b>	1,009	1,017	1,027	1,027	1,027	1,027
20	<b>Monthly Rate per EDU</b>	51.31	64.14	67.99	76.39	80.97	85.83

Please contact your RDO if you have questions completing this form.

Primary revenue source (e.g., user charges). Include, on lines 4 or 5, revenues such as taxes, hook-up fees and rent/lease income. Do not include interest, SDCs, etc., in this section; rather, enter these revenues on line 15.

Include short-lived asset replacement with a useful life of 15 years or less. Do not include capital outlay, transfers, depreciation, etc; rather, enter these revenues to lines 12–17.

Enter and specify annual debt service amounts for existing and proposed debt support by this fund, including any proposed non-IFA debt for this project, e.g., USDA, DEQ, etc.

Anticipated drawdown schedule for requested loans. Include capital outlay for this project. Anticipated contributions for system replacement. Asset sales, SDCs, interest income (specify+).

Include transfers to reserve accounts (specify+). Explain any adjustments

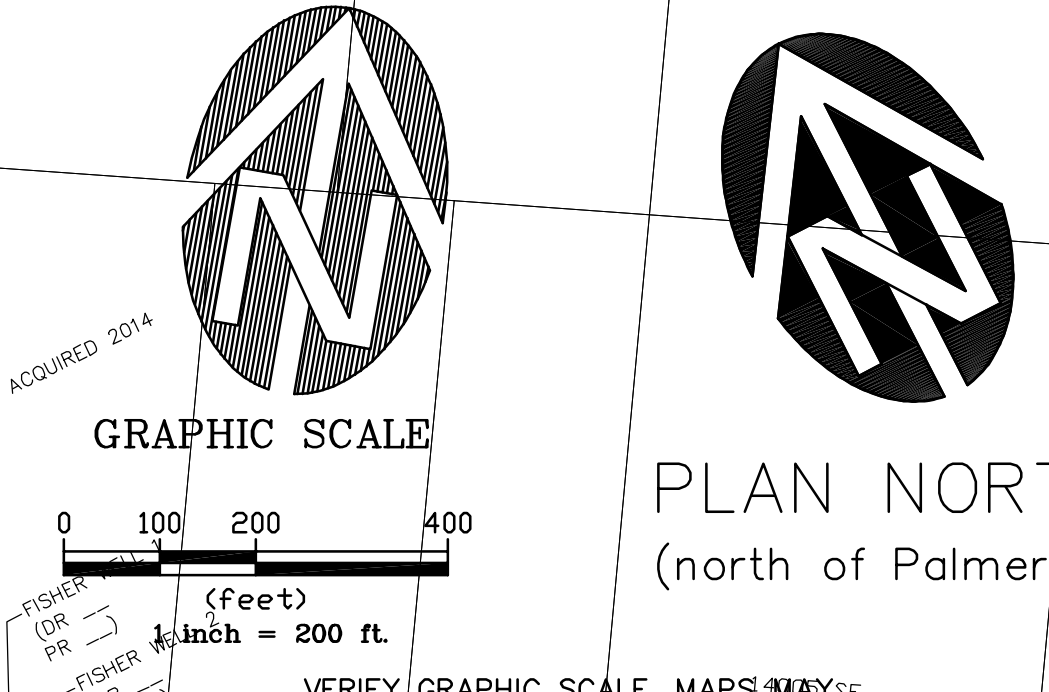
†Describe any assumptions used in calculating above figures, such as changes in user rates, EDU/connection growth, loan repayments, operating expenses, transfers, adjustments: REVENUES/EXPENSES ASSUMPTIONS. This model assumes that water service charges increase 6% every year of the model. The monthly rate per EDU includes this 6% increase. The monthly rate per EDU is the flat rate charged on a less than 1-inch line, the most common line for a single-family residence. The increases

will depend on council approval and the results of the rate study that this project is funding. Personnel expenditures have a flat 3% increase for each year of the model, with the exception of health insurance and PERS contributions, which factor a 5% increase each year. Most materials and services accounts have a flat 3% increase for each year of the model. Lines 12 and 13 show the drawdown and associated expense associated with this project occurring in the same fiscal year. Line 16 reflects an ongoing transfer to the Water Capital Fund for projects that extend the estimated useful life of water infrastructure. Examples include well rehabilitation and reservoir maintenance. This pro-forma does not take into account any strategic investments recommended by the study to be completed under this financing application. Some of those projects may result in large capital outlays. DEBT SERVICE ASSUMPTIONS. (1) 2005 IFA loan of \$3,383,000. \$143,333 annual payment. (2) 2005 IFA loan of \$600,000. \$23,249 annual payment. Reflects Lafayette's share. It is assumed that Dayton's exclusive use of the joint wellfield will continue, and Dayton will pick up the debt service payment. (3) 2014 IFA loan of \$910,000. Annual payment of \$17,630. (4) Oregon Business loan of \$156,588 for water quality testing project. Annual payment of \$16,533. (5) 2021 Oregon DEQ loan. \$5.5 million. Water Fund share of principal/interest equals \$121,627. (6) The debt service for this finance application is in line 11. DEVELOPMENT/NEW CONNECTIONS. It is difficult to project total connections and EDUs past FY 27/28. We have three projects in the development queue right now: (1) 10 single-family lots currently under construction; (2) a new, 100+ bed hotel with a projected open date in 2027. There is interest in developing other properties, but no land use applications for those proposed projects have yet to be submitted. These numbers also assume no further development in the 100+ acres of the Urban Growth Boundary. NOTE ON PROJECT COST. The quote attached to this is from one vendor who can provide the service contemplated under this financing application. The City's procurement code requires us to obtain at least two additional quotations. Depending on who the City selects as a consultant, the amount of financing needed may be less than what's requested in this application. Once we receive a fully executed financing agreement, we will begin the process of selecting a consultant. The project timeframe listed in this application assumes a fall 2026 start date to allow time to receiving a fully executed financing agreement and award a contract to a consultant.





- LEGEND**
- 8" C.I. WATERLINE
  - VALVE
  - BLOW-OFF
  - FIRE HYDRANT
  - MUNICIPAL WELL
  - AIR RELIEF VALVE
  - AC = ASBESTOS CEMENT
  - CI = CAST IRON
  - DI = DUCTILE IRON
  - STL = STEEL
  - PVC = POLYVINYL CHLORIDE
  - GALV = GALVANIZED IRON
  - COP = COPPER
  - VALVE NUMBER
  - FIRE HYDRANT NUMBER
  - NUMBER OF PORTS
  - SPECIAL CONNECTION # (2004 NOTEBOOK)
  - APPROXIMATE WATER METER LOCATION
  - PROPERTY SERVED BY "OUTSIDE-CITY-LIMITS" WATER SERVICE
- NOTE: THESE MAPS ARE SCHEMATIC UTILITY MAPS ONLY & DO NOT SHOW EXACT LOCATIONS OF UTILITIES. FIELD VERIFY ALL LOCATIONS PRIOR TO DESIGN OR CONSTRUCTION.



TOWNSHIP 4 SOUTH, RANGE 3 WEST, W.M.

<p>SCALE: VERTICAL SCALE: 1" = 100' (AS SHOWN ON THIS SHEET)</p> <p>HORIZ: 1" = 100' (AS SHOWN ON THIS SHEET)</p> <p>VERT: 1" = 100' (AS SHOWN ON THIS SHEET)</p> <p>DATE: AUG. 2006</p>	<p>NO. 1</p> <p>DATE</p> <p>DESCRIPTION</p> <p>REVISIONS</p>
<p>MAP UPDATED: 6-26-2024</p>	
<p>WESTTECH ENGINEERING, INC. CONSULTING ENGINEERS AND PLANNERS</p> <p>3841 Folsom Boulevard, Dr. S.E. Suite 100, Salem, OR 97302 Phone: (503) 585-2474 Fax: (503) 585-3985 E-mail: westtech@westtech-eng.com</p>	
<p><b>WATER SYSTEM MAP (North of Hwy 18)</b></p>	
<p>CITY OF DAYTON, OREGON</p>	
<p>SHEET 1 OF 1</p>	
<p>JOB NUMBER 2609.1010.0</p>	

Jul 11, 2024 - 4:41pm  
 R:\Users\CityUtility\Maps\Dayton\Map - (Acad LT) - 8-03-2022.dwg (W: (ft. 18) tab)





## **Request for Quotes**

### **Water Supply Options Analysis, Financial Forecast, Revenue Requirement Analysis, and Water Rate Design**

#### **City of Dayton, Oregon**

The City of Dayton, Oregon (“City”) is soliciting quotes from qualified rate study consultants and similar professionals to provide consulting services for a water supply options analysis, financial forecast, revenue requirement analysis, and water rate design (the “Project”). The selected consultant will assist the City in evaluating near- and long-term water supply strategies, associated financial implications, and rate structures necessary to support sustainable, reliable water service.

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 Introduction**

Dayton is a small but growing community located in Yamhill County, approximately 50 miles southwest of Portland and 5 miles east of McMinnville. The City has a population of approximately 2,800. With significant remaining developable land within its Urban Growth Boundary and increasing pressure on existing water supply sources, the City is at a critical decision point requiring clear, data-driven analysis to guide future investments and policy decisions.

The City’s existing water planning is based on a Water System Master Plan completed in 2010, available at the following link:

[https://www.daytonoregon.gov/page/water\\_master\\_plan](https://www.daytonoregon.gov/page/water_master_plan)

That plan identified approximately \$12.2 million (2010 dollars) in capital improvements. While some improvements have been implemented, several projects identified as high priority remain outstanding more than a decade later. For example, a \$3.4 million (2010 dollars) transmission line from the watershed has not been constructed, despite its anticipated role in improving system resilience. Recent water loss analysis suggests that addressing deficiencies in the nearly 100-year-old transmission line could recover approximately 38 gallons per minute (GPM) of additional supply.

In 2021, the Oregon Association of Water Utilities conducted a water rate study for the City that provided useful baseline financial information. However, that effort lacked the forward-looking supply analysis, scenario evaluation, and integrated financial modeling necessary to support major policy and capital investment decisions. The City is now seeking a more comprehensive and strategic evaluation of water supply options and their long-term financial implications. The 2021 water rate study is available here:

[https://www.daytonoregon.gov/page/water\\_rates](https://www.daytonoregon.gov/page/water_rates)

The City's water utility is operated by a Public Works Department consisting of five full-time employees who divide their time among water, wastewater, and other municipal services. For FY 2025/26, the Water Fund operating budget is approximately \$1.7 million, with a Water Capital Fund budget of \$309,200. Utility bills have increased significantly in recent years, largely because of deferred capital improvements and new debt issuance, including an average residential increase of approximately \$15 per month to support wastewater system debt. These financial pressures are compounded by affordability concerns, as an estimated 45–55% of Dayton's residents are classified as low income.

Dayton's water system includes a combination of local and jointly owned assets. The City of Dayton and the City of Lafayette jointly own a wellfield near the McMinnville Airport. The joint system also includes a water treatment plant, transmission lines, and a 1.5-million-gallon reservoir. In 2009, the two cities jointly financed \$7.8 million for this system under an intergovernmental agreement (IGA). Lafayette has since connected to McMinnville Water and Light (MW&L) and no longer requires the joint system. As an interim measure, Lafayette has granted Dayton exclusive access to the joint wellfield in exchange for Dayton assuming the associated operating costs and debt service. A long-term resolution—including potential liquidation of joint assets or Dayton's purchase of Lafayette's ownership interest—must be evaluated as part of this Project.

In addition, MW&L has responded favorably to the City's inquiry about potential permanent interconnection to the MW&L system. Possible configurations include a tie-in via a pump station along Highway 18 currently owned and used by Lafayette, or a new transmission line approximately two miles in length extending from the McMinnville Airport area. MW&L has indicated it would construct the facilities and loan the funds to Dayton. Evaluation of these options will require coordination with MW&L to develop planning-level cost estimates, contractual frameworks, and permitting requirements and timelines.

The City's water supply portfolio also includes two wells north of town and watershed springs, as well as City-owned property acquired more than ten years ago where grant funding has been secured to activate four existing wells. Water rights on that property may allow for up to five additional wells in the future.

Lastly, the City's most recent water loss audit was completed on September 2, 2025 and is available at the following link (p. 221 of the PDF). This document identifies capital and operational improvements to reduce unaccounted for water loss.

<https://www.daytonoregon.gov/page/open/8241/0/09-02-2025%20Agenda%20and%20Packet.pdf>

## **2.0 Purpose**

The City is seeking professional assistance to perform the following:

1. A comprehensive water supply options analysis evaluating existing and potential future water sources and system configurations;
2. A long-term financial forecast for the City's water utility, incorporating capital, operating, and debt-related considerations;
3. A revenue requirement analysis to determine the level of revenue necessary to support identified water system strategies; and
4. A water rate design that aligns projected revenues with system needs while considering affordability and policy objectives.

These services are intended to serve as the City's owner's due diligence and pre-decision analysis. The resulting work will inform City Council and staff as they evaluate major strategic choices regarding water supply, intergovernmental arrangements, and long-term financial commitments. The professional assistance sought under this RFQ does not include preparation of final engineering design, construction documents, or permitting-level plans.

## **3.0 Options Under Consideration**

The City is currently evaluating several potential water supply and system strategies, including but not limited to the following:

- Continued reliance on and reinvestment in the City's existing water sources, including watershed supplies and the jointly owned wellfield near the McMinnville Airport, with targeted capital improvements to address aging infrastructure, water loss, and declining productivity; or
- Expansion and long-term development of City-owned well property, including activation of existing wells, potential drilling of additional wells consistent with water rights, and associated treatment, storage, and transmission improvements; or
- Establishment of a permanent interconnection with McMinnville Water and Light (MW&L), including evaluation of alternative tie-in locations, governance and contractual arrangements, financing structures, and long-term operational implications; or
- Resolution of the existing joint ownership arrangement with the City of Lafayette through asset liquidation, buy-out of ownership interest, or other restructuring, in coordination with the above supply strategies; or
- A combination of these approaches, potentially involving phased implementation of multiple supply sources and infrastructure investments over time.

The selected consultant will assist the City in evaluating these options, developing planning-level cost estimates and financial implications, identifying risks and tradeoffs, and defining other viable alternatives as appropriate. The analysis will be used to support selection of a preferred path forward and to establish a defensible financial and rate framework capable of supporting that strategy.

## **4.0 Scope of Work and Deliverables**

### Project Initiation and Data Collection

- Conduct a project kickoff meeting with City staff to confirm objectives, scope, assumptions, schedule, and communication protocols.
- Prepare and coordinate a data request and work with City staff to obtain relevant information, including but not limited to:
  - Existing water system characteristics and production data
  - Demand projections and growth assumptions
  - Capital Improvement Program (CIP) projects identified in the Water Master Plan
  - Existing debt, financial policies, budgets, and reserve targets
  - Customer billing and usage data (for rate analysis)
- Conduct interviews with McMinnville Water and Light (MW&L) and Lafayette to gather information necessary to evaluate supply alternatives, including water supply availability, storage, treatment, transmission considerations, operational constraints, and planning-level cost assumptions.
- Incorporate information obtained from these interviews into the evaluation of water supply options and financial analyses, including net present value and life-cycle cost comparisons.
- Coordinate, as needed, with the City Engineer to understand planning-level cost estimates and technical assumptions.

### Water Supply Options and Capital Investment Analysis

The consultant will evaluate a defined set of water supply and capital investment alternatives, using consistent assumptions and analytical methods. Alternatives are anticipated to include, but are not limited to:

- Status quo / baseline scenario
- Purchase of additional water supply or capacity through connection to MW&L
- Buyout of Lafayette's ownership share in the joint wellfield
- Capital improvements identified in the Water Master Plan CIP, including replacement of a nearly 100-year-old transmission line
- Other supply enhancement or infrastructure strategies identified collaboratively with the City

For each alternative, the consultant will:

- Develop a planning-level financial forecast of capital and operating costs over a defined planning horizon (anticipated to be approximately 20 years).
- Perform net present value (NPV) and life-cycle cost analyses to allow direct comparison of alternatives.
- Clearly identify key assumptions, risks, and sensitivities.
- Compare alternatives using a consistent framework to evaluate relative cost, financial sustainability, and rate impacts.

The analysis will be sufficient to allow City Council to understand trade-offs between alternatives and to select a preferred water supply strategy.

### Financial Forecast and Revenue Requirement Analysis

Based on the preferred or evaluated scenarios, the consultant will:

- Develop a long-term financial forecast for the water utility incorporating:
  - Capital investment timing and costs
  - Existing and future debt service
  - Operating and maintenance expenses
  - Reserve and fund balance policies
- Determine annual revenue requirements necessary to maintain financial sustainability and compliance with financial policies.
- Evaluate alternative financing approaches, including:
  - Bond-financed capital improvements
  - Rate-funded (pay-as-you-go) capital
  - Hybrid approaches
- Analyze impacts on key financial metrics, including debt service coverage ratios, net revenues, and borrowing capacity.

The analysis will clearly show near-term versus long-term financial pressures and how different investment and financing strategies affect rate stability and affordability.

### Water Rate Design and Customer Impacts

The consultant will translate revenue requirements into rate and customer impacts by:

- Performing a water cost-of-service analysis to allocate costs by customer class, as appropriate.
- Developing and testing up to three (3) water rate structure alternatives consistent with City policy objectives.
- Evaluating customer bill impacts, including:
  - Average monthly bill impacts
  - Percentage and dollar changes
  - Impacts by customer class, where applicable
- Considering affordability, equity, and rate stability in the evaluation of alternatives.
- Conduct a benchmark analysis of comparable cities to evaluate the City's current water rates relative to peer communities and to show how the City's rates would compare under proposed rate scenarios.
- Present benchmark results in a clear, visual format suitable for City Council and public review.
- Develop actionable, multi-year rate schedules that clearly show required rate adjustments over the planning period based on the selected water supply and capital investment options, including timing and magnitude of rate changes necessary to meet revenue requirements.

### Communication, Meetings, and Decision Support

- Conduct regular coordination meetings with City staff to review assumptions, technical results, and interim findings.
- Present findings and alternatives to City Council, with the goal of supporting selection of a preferred water supply and rate strategy.

- Prepare presentation materials suitable for public meetings and decision-maker review.

**Final Documentation and Deliverables**

- Prepare a comprehensive final report compiling:
  - Water supply options analysis
  - Net present value and life-cycle cost results
  - Financial forecast and revenue requirement analysis
  - Rate design alternatives and customer impacts
  - Key assumptions, findings, and recommendations
- Provide summary tables, graphics, and decision-support materials that clearly communicate results to non-technical audiences.
- Deliver a final presentation of findings and recommendations to City Council.

**5.0 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.

**6.0 Schedule, Contact, and Miscellaneous**

Responses are requested **TO BE FILLED IN**, 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
TO BE FILLED IN	Issue request for quotations

TO BE FILLED IN	Responses to the request for quotations due by 4:00 pm
TO BE FILLED IN	City Manager selects consultant and begins contract negotiations
TO BE FILLED IN	City Council approval of the professional services agreement with the selected consultant
TO BE FILLED IN	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 it or 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

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Approval of Franchise Agreement with Hunter Communications  
**Date:** June 1, 2026

**Background:**

The City's Franchise Agreement with Hunter Communications expired last year. The City initially approved the agreement with McMinnville Access Company. Hunter Communications bought McMinnville Access Company and continued to offer services under the originally approved franchise agreement.

Hunter Communications has requested renewal of the franchise agreement. We use the law firm Bradley Werner, LLC to draft and negotiate our franchise agreements. They focus exclusively on municipal telecommunications issues. The attached Franchise Agreement is what Bradley Wener, LLC prepared for us, and Hunter Communications stated that they are ready to sign this agreement without any changes.

DMC 6.11.7, *et seq.*, requires telecommunications carriers to obtain a franchise agreement with the City "to occupy public rights of way of the City." Approval of this agreement would bring Hunter Communications into compliance with this agreement.

The agreement also protects the City and requires Hunter Communications to remit a franchise fee to the City over the term of the agreement.

**Recommendation:**

Approve the resolution as presented.

**Budget impact:**

Receipt of franchise fees—7% of gross revenues from operating in the City. Also, Hunter Communications has paid the required \$1,000 application fee.

**Recommended motion:**

"I move to approve Resolution 2025/26-21, 'A resolution approving a franchise agreement with Hunter Communications.'"

**Next steps:**

- Obtain and file a fully executed copy of the franchise agreement.
- Obtain the required insurance certifications under the terms of the franchise agreement.

**Attachments:**

- 6/10/25 letter from the City to McMinnville Access Company, and accompanying ordinance granting the franchise
- Resolution 2025/26-21 and Exhibit A (Franchise Agreement)



# City of Dayton

Post Office Box 339  
416 Ferry Street  
Dayton, Oregon 97114-0339  
Phone: (503) 864-2221  
Fax: (503) 864-2956  
www.ci.dayton.or.us  
E-mail: [cityofdayton@ci.dayton.or.us](mailto:cityofdayton@ci.dayton.or.us)

June 10, 2015

Kathy Tate, CEO  
P.O. Box 1357  
McMinnville, OR 97128

RE: Franchise Agreement with the City of Dayton

Ms. Tate,

Attached you will find a signed copy of City of Dayton Ordinance 624, an ordinance granting a telecommunications franchise to McMinnville Access Company. Included with the ordinance is an Acceptance Letter that will need to be signed by you in order for the Franchise Agreement to be official. Please sign and date the Acceptance Letter and return it to our City Recorder at the address listed on the letter. The City Recorder will then sign the bottom portion of the Acceptance Letter and send a copy of the fully executed Acceptance Letter back to you.

Let me know if you have any questions. I can be reached at City Hall at 503-864-2221 or by email at [spingel@ci.dayton.or.us](mailto:spingel@ci.dayton.or.us).

Regards,

Scott Pingel, City Manager  
City of Dayton

**ORDINANCE NO. 624**  
**CITY OF DAYTON, OREGON**

*An Ordinance Granting a Telecommunications Franchise to McMinnville Access Company to Use City Rights of Way to Provide Telecommunications Services*

**WHEREAS**, Chapter 6 of the Dayton Municipal Code governs the construction and franchising of telecommunications carriers operating within the City and desiring to occupy City rights of way; and

**WHEREAS**, McMinnville Access Company, doing business as Online Northwest, has requested a franchise pursuant to Chapter 6; and

**WHEREAS**, the City has reviewed the request and application filed by McMinnville Access Company and finds that the company has the requisite authority to provide these services and that the level of impact on the City's rights of way will be acceptable, and the City Council therefore desires to issue a franchise.

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

Section 1: Franchise Grant.

a. Subject to the terms and conditions contained herein, the City of Dayton does hereby grant to McMinnville Access Company ("Grantee") a telecommunications franchise to locate its telecommunications facilities within the rights of way of the City.

b. Such grant is subject to all of the laws and ordinances of the City of Dayton and the State of Oregon in existence at the time of this franchise grant or hereafter enacted or amended. Notwithstanding the foregoing sentence, Grantee is not required to provide the performance and completion bond otherwise required in DMC 6.11.5 (15).

c. The scope of this grant allows the installation, maintenance and repair of telecommunications facilities by Grantee in the City's rights of way to provide telecommunications services. In the event the Grantee intends to provide services other than telecommunications services, Grantee shall be required to obtain an additional or revised franchise from the City to the extent required by law.

d. The terms "telecommunications facilities," "telecommunications services," "rights of way" and any other term used in this franchise that is defined in Chapter 6.11 of the Dayton Municipal Code shall have the meaning set forth therein.

Section 2: Construction standards. The construction standards of Chapter 6.11 of the Dayton Municipal Code, or any other applicable construction standards hereafter enacted, shall apply to all work performed by the Grantee in City rights of way.

Section 3: Franchise Fee. The annual franchise fee payable to the City shall be five percent (5%) of Grantee’s gross revenues earned from the provision of telecommunications services to customers in the City. “Gross revenues” shall mean any and all revenue, of any kind, nature or form, without deduction for expense, less net uncollectibles, subject to all applicable limitations imposed by federal or state law. “Gross revenues” shall not include any tax, fee, or assessment of general applicability imposed on Subscribers and collected by the Grantee from Subscribers for pass-through to a government agency, not including the franchise fee, which is included in “gross revenues” to the extent it is collected from Subscribers. In lieu of all or a portion of the franchise fee payment required under this section, Grantee may provide telecommunications or other services to the City or its affiliated entities. Any agreement for the provision of such services will be as mutually agreed by the parties in separate documentation, and the offset value of any such services provided to the City or its affiliated entities, and other details of the offset, will be mutually agreed in writing by the parties in the form of an amendment to this franchise, memorandum of understanding, or other documentation. The franchise fee shall be paid quarterly, in arrears, for each quarter during the term of the license. The franchise fee shall be due and payable within forty-five (45) days of the end of each calendar quarter.

Section 4: Term. The term of this franchise shall be ten (10) years. It shall be effective thirty (30) days after the enactment date set forth below, provided Grantee complies with Section 5.

Section 5: Acceptance. The grant of franchise herein is conditioned upon Grantee’s acceptance of all terms and conditions hereof in writing in the form attached hereto as Exhibit A within thirty (30) days of City Council enactment of this Ordinance. In the event Grantee fails to timely file the acceptance, this Ordinance shall be null and void.

**PASSED AND ADOPTED** this 1st day of June, 2015.

Mode of Enactment:

Date of first reading: May 4, 2015 In full \_\_\_\_\_ or by title only  \_\_\_\_\_

Date of second reading: June 1, 2015 In full \_\_\_\_\_ or by title only  \_\_\_\_\_

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

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

Final Vote:

**In Favor: Bixler, Collins, Marqueuz, Price, Wytoski**

**Opposed: None**

**Absent: Frank, Taylor**

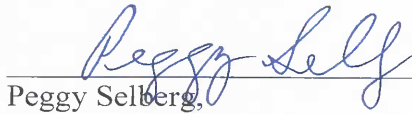
**Abstained: None**

  
\_\_\_\_\_

Elizabeth Wytoski, Mayor

6/3/15  
Date of Signing

ATTESTED BY:

  
\_\_\_\_\_

Peggy Selberg,  
City Recorder

6/1/2015  
Date of Enactment

This Page Intentionally Left Blank

**RESOLUTION No. 2025/26-21**  
**City of Dayton, Oregon**

**A Resolution Approving a Franchise Agreement with Hunter Communications**

**WHEREAS**, the City of Dayton’s Franchise Agreement with Hunter Communications to construct, operate, and maintain its telecommunication network serving its customers has expired; and

**WHEREAS**, it is in the public interest to renew the expired Franchise Agreement;

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

- 1) **THAT** the Franchise Agreement with Hunter Communications, attached as Exhibit A, is approved.
- 2) **THAT** the City Manager is authorized to sign the Franchise Agreement in Exhibit A
- 3) **THAT** this resolution shall become effective immediately upon adoption.

**ADOPTED** this 1<sup>st</sup> day of June 2026.

**In Favor:**

**Opposed:**

**Absent:**

**Abstained:**

\_\_\_\_\_  
**Annette Frank, Mayor**

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

ATTEST:

\_\_\_\_\_  
**Rocio Vargas, City Recorder**

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

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Franchise”) is made and entered into by and between the City of Dayton, an Oregon municipal corporation, (“City”) and Hunter Communications (“Franchisee”).

### RECITALS

1. Pursuant to Federal law, State statutes, and City Charter and local ordinances, the City is authorized to grant non-exclusive franchises to occupy the public rights-of-way, as defined by Dayton Municipal Code (“DMC”) Chapter 6.11, in order to construct, operate, and maintain telecommunication systems within the municipal boundaries of the City.
2. Franchisee has been operating within the right of way under a franchise granted pursuant to Ordinance 624, which franchise, as extended, expires on July 1, 2025, and would like to continue to provide telecommunications services within the City under the terms and conditions set forth in this Franchise.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

#### 1. DEFINITIONS

Unless otherwise defined in this Franchise, the capitalized terms used in this Franchise shall have the meanings provided in DMC Chapter 6.11.

#### 2. GRANT OF AUTHORITY

The City grants Franchisee the non-exclusive right and franchise to occupy the Public Rights-of-Way for the purpose of Construction, use, operation, and maintenance of a Telecommunication System solely to provide Telecommunications Service and internet access services (together, the “Service”) for a period of five (5) years from and after the Effective Date of this Franchise (the “Term”), except as set forth below. This Franchise does not convey any right, title or interest in the Public Rights-of-Way; it is a grant to use and occupy the Public Rights-of-Way for the limited purposes and term stated in this Franchise. This Franchise does not authorize the provision of services other than the Service and does not authorize the placement or installation of cell towers, antennas, or wireless facilities in the Public Rights-of-Way. Unless otherwise authorized in writing by the City, Franchisee may not install any new poles in the Public Rights-of-Way.

#### 3. AUTHORITY NOT EXCLUSIVE

This Franchise and the grant of authority conferred herein are not exclusive. The City reserves the right to grant rights to others to use the Public Rights-of-Way in the City during the Term. The City may also do any work the City finds desirable on, over or under any Public Rights-

of-Way. The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. This Franchise does not confer on Franchisee any right or privilege to use or occupy any City Property or property of any other Person or entity. This grant of authority shall not be construed as a limitation on the City in constructing, installing, maintaining or operating facilities for the provision of Service.

#### 4. PERFORMANCE; CONSIDERATION

4.1 During the term of this Franchise, the Franchisee agrees to comply with all lawful terms and conditions of DMC Chapter 6.11, as amended from time to time, the provisions of which are incorporated herein as though fully set forth. Franchisee agrees to comply with any other generally applicable ordinances, codes, rules and regulations of the City and applicable provisions of State and federal law.

4.2 As consideration for the use of the Public Rights-of-Way, Franchisee shall remit to City a franchise fee equal to seven percent (7%) of the Franchisee's gross revenues earned or derived from the operation of its Telecommunications Facilities and provision of Service within the City. "Gross revenues" shall not include: (a) any tax, fee or assessment of general applicability imposed directly on subscribers and collected by Franchisee from subscribers for pass-through to the entity imposing the fee or tax; (b) unrecovered bad debt and (c) any amounts expressly excluded under applicable law in effect at the beginning of the quarter for which payment is due. In the event applicable law changes, the parties shall meet and negotiate in good faith to amend the Franchise to expand the revenue base and/or amount on which the franchise fee or privilege tax is applied, provided that such amount is materially consistent with the same percentage charged to franchisees of the City providing Service to the extent permitted by applicable law.

4.3 The franchise fee shall be payable quarterly on or before forty-five (45) days after the end of the preceding quarter, continuing through the term of this Franchise. Payments not received by the 45<sup>th</sup> day of each quarter will be assessed interest at the rate of one and one-half percent (1-1/2%) per month until paid. City shall have the right to conduct or cause to be conducted, an audit of gross revenues as defined herein for the purpose of ascertaining whether Franchisee's franchise fee payments have met the requirements of this Franchise. Any difference of payment due to the City following audit shall be payable within thirty (30) days after written notice to the Franchisee.

4.4 Nothing in this Franchise shall be construed to exempt the Franchisee from any license, occupation, franchise or excise tax or assessment which is or may be hereafter lawfully imposed.

#### 5. CHANGE OF LAW; AMENDMENT OF FRANCHISE

5.1. It is the intent of the parties that this Franchise may be amended from time to time to conform to any changes in the controlling federal or State law or other changes material to this Franchise and binding on the parties. Each party agrees to bargain in good faith with the other party concerning such proposed amendments. This Franchise may be amended or terminated by the mutual consent of the parties and their successors-in-interest.

5.2. To the extent any lawful City rule, ordinance or regulation, including any amendment to the provisions of DMC Chapter 6.11, is adopted on a jurisdiction-wide basis and is generally imposed on similarly situated persons or entities, the rule, ordinance or regulation shall apply without need for amendment of this Franchise. City shall provide Franchisee notice of any such change in law prior to its adoption.

## 6. TREE TRIMMING

6.1. Upon the express written permission of the City, Franchisee may trim trees or other vegetation owned by the City or encroaching upon the Public Rights-of-Way to prevent branches or leaves from touching or otherwise interfering with Franchisee's Telecommunications Facilities. All trimming or pruning shall be at the sole cost of Franchisee and under the supervision of the City.

6.2. The Franchisee may contract for said trimming or pruning services with any Person approved by the City.

## 7. REPORTS

7.1 Within thirty (30) days of receipt, Franchisee shall submit to City copies of all decisions, orders, and judgments by any federal, State and local court, regulatory agency and other government body in which Franchisee is a party, substantially and materially affecting Franchisee's obligations under this Franchise.

7.2 Franchisee shall make available to City, upon reasonable advance written notice, such information or reports pertinent to enforcing the terms of the Franchise in such form and at such times as the City may request. The City agrees to use its best efforts to preserve the confidentiality of information as requested by a grantee, to the extent permitted by the Oregon Public Records Law.

7.3 Concurrently with the remittance of franchise fees as required by this Franchise and DMC 6.11, Franchisee shall submit a report of its gross revenues earned or derived within the City and the computation of franchise fees.

## 8. INSURANCE

Franchisee attaches and incorporates the following exhibits:

Performance Bond consistent with the requirements of DMC 6.11.8(J).

Certificate of insurance that names the City as an additional insured and is otherwise consistent with the requirements of DMC 6.11.8(H).

## 9. SEVERABILITY CLAUSE

If any clause, sentence, or any other portion of this Franchise becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent

permitted by law. If any material portion of the Franchise becomes illegal, null or void so that the intent of the Franchise is frustrated, the parties agree to negotiate replacement provisions to fulfill the intent of the Franchise consistent with applicable law.

## 10. REMEDIES

10.1. Subject to the reservation of rights in DMC 6.11, if Franchisee fails to comply with any material provision of this Franchise, or if grounds for revocation of this Franchise exist under DMC 6.11.7(N), Franchisee will forfeit all rights and privileges granted by this Franchise. That forfeiture and revocation of the Franchise will not occur until the City complies with the requirements for revocation of the Franchise set out in DMC 6.11.7.

10.2. Notwithstanding the above, failure or default or violation by Franchisee shall not constitute grounds for the forfeiture of this Franchise if due materially, substantially and reasonably to an act of God, fire, flood, storm or other element or casualty, theft, war, disaster, strike, lock-out, boycott, prevailing war or war preparation, beyond the control of Franchisee.

10.3. All remedies under this Franchise, including revocation of the Franchise, are cumulative and not exclusive, and the recovery or enforcement by one available remedy is not a bar to recovery or enforcement by any other such remedy. The City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon Franchisee by or pursuant to this Franchise. A specific waiver of a particular breach of any term, condition or obligation imposed upon Franchisee by or pursuant to this Franchise shall not be a waiver of any other, or subsequent or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself.

10.4. The right is hereby preserved to the City to adopt, in addition to the reservations contained herein and existing applicable ordinances, such additional regulations as it shall find necessary for the regulation of the Public Rights-of-Way. Franchisee shall, at all times during the life of this Franchise, be subject to all lawful exercise of the police power by the City, and to such reasonable regulations as the City may hereafter by resolution or ordinance provide. The City hereby reserves the right to exercise, with regard to this Franchise, all authority now or hereafter granted to the City by State statute or City Charter, except where such authority may be modified or superseded by the Constitution of the State of Oregon or the Constitution of the United States.

## 11. ASSIGNMENT

All rights and privileges granted and duties imposed by this Franchise upon Franchisee shall extend to and be binding upon Franchisee's successors, legal representatives and assigns, in accordance with the procedures in Chapter 6.11 of the DMC. Franchisee shall request the City's consent for any transfer, assignment or other disposition of its Telecommunications Facilities or majority control of its Telecommunications Facilities at least sixty (60) days before any such transfer, assignment or other disposition occurs. No transfer, assignment or other disposition shall be recognized for purposes of this Franchise until the assignee or transferee has obtained and filed

with the City the performance bond and insurance certificate required by Paragraph 9 of this Franchise, and has agreed to the terms and conditions of this Franchise.

12. NOTICE

Unless specifically provided otherwise herein, all notices shall be mailed, postage prepaid, to the following addresses or to such other addresses as Franchisee or the City may designate in writing:

If to Franchisee: Holly Horton, Operations Administrator  
4771 Industry Rd.  
Central Point OR 97502

If to City: City of Dayton  
Attention: City Manager  
416 Ferry Street  
PO Box 339  
Dayton, OR 97114

13. GOVERNING LAW

The law of the State of Oregon governs the validity of this Franchise, and its interpretation, performance and enforcement. Any action or suit to enforce or construe any provision of this Franchise by any party shall be brought in the Circuit Court of the State of Oregon for Yamhill County, or the United States District Court for the District of Oregon.

14. EFFECTIVE DATE

The effective date of this Franchise is the \_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DAYTON

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
City Recorder

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Approval of Resolution 2025/26-22 Approving an Intergovernmental Agreement with the Mid-Willamette Valley Council of Governments (MVCOG)  
**Date:** June 1, 2026

**Background Information:**

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

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

- \$121/hour to \$140/hour for an Associate Planner
- \$133/hour to \$154/hour for a Senior Planner
- \$97/hour to \$111/hour for Support Staff

**City Manager Recommendation:** I recommend approval of Resolution 2025/26-22

**Land Use Planning Services:** "I move to approve Resolution 2025/26-22 a Resolution Approving a Contract for Land Use Planning Services with the Mid-Willamette Valley Council of Governments, July 1, 2026, through June 30, 2027."

**City Council Options:**

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

This Page Intentionally Left Blank

**RESOLUTION No. 2025/26-22  
CITY OF DAYTON, OREGON**

**A Resolution Approving an Intergovernmental Agreement with the Mid-Willamette  
Valley Council of Governments, July 1, 2026, through June 30, 2027.**

**WHEREAS**, the City of Dayton currently has no City Planner on staff and wishes to contract for professional planning services for fiscal year 2026-2027; and

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

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

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

**ADOPTED** this 1<sup>st</sup> day of June 2026

**In Favor:**

**Opposed:**

**Absent:**

**Abstained:**

\_\_\_\_\_  
**Annette Frank, Mayor**

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

ATTEST:

\_\_\_\_\_  
**Rocio Vargas, City Recorder**

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

**Attachment: Exhibit A**

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

**1. PARTIES TO AGREEMENT**

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

**2. PURPOSE**

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

**3. TERM**

This Agreement shall be effective for the period of time from July 1, 2026, through and until June 30, 2027, unless sooner terminated or extended as provided herein.

**4. METHOD OF PAYMENT AND PAYMENT SCHEDULE**

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

**5. ACCESS TO RECORDS**

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

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

## **6. COMPLIANCE WITH APPLICABLE LAWS**

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

## **7. AMENDMENTS**

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

## **8. SUSPENSION OR TERMINATION**

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

## **9. INDEPENDENT CONTRACTOR**

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

## **10. LIMITED WARRANTY**

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

## **11. CONFLICT OF INTEREST**

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

## **12. NONDISCRIMINATION**

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

## **13. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

## **14. INDEMNIFICATION**

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

## **15. MERGER CLAUSE**

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

**16. ASSIGNMENT, DELEGATION, SUCCESSOR**

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

**17. CONFLICTS**

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

**18. GOVERNING LAW, JURISDICTION, VENUE & ATTORNEY FEES**

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

**19. WAIVER**

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

**20. COUNTERPARTS.**

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

**21. SEVERABILITY**

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

**22. NOTICES**

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

**23. SIGNATURES**

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the Parties hereto as of the effective date set forth herein.

In witness whereof, the Parties hereto have caused this agreement to be executed on the date set forth below.

**MID-WILLAMETTE VALLEY  
COUNCIL OF GOVERNMENTS**

**CITY OF DAYTON**

By: McRae Carmichael

By: \_\_\_\_\_

McRae Carmichael

Title \_\_\_\_\_

Interim Executive Director

Date: May 15, 2026

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

Mid-Willamette Valley Council of  
Governments

City of Dayton

BILLING CONTACT FOR INVOICES

For MEMBER:

FOR COG

Name: \_\_\_\_\_

Theresa Whisenhunt

Title: \_\_\_\_\_

Financial Analyst

Email Address: \_\_\_\_\_

[twhisenhunt@mwvcog.org](mailto:twhisenhunt@mwvcog.org)

Mailing Address: \_\_\_\_\_

100 High Street SE Ste. 200

Salem, OR 97301

NOTICES

For MEMBER:

For COG:

Name: \_\_\_\_\_

McRae Carmichael

Title: \_\_\_\_\_

Interim Executive Director

Email Address: \_\_\_\_\_

[mcarmichael@mwvcog.org](mailto:mcarmichael@mwvcog.org)

Mailing Address: \_\_\_\_\_

100 High Street SE

Salem, OR 97301



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

---

May 15, 2026

City of Dayton  
[jcaudle@daytonoregon.gov](mailto:jcaudle@daytonoregon.gov)

Dear COG Member,

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

### **Rate Changes**

In March, the MWVCOG Board of Directors adopted Resolution 2026-01, setting the 2026-27 rates for our services. A description of all COG services is provided in the attached Local Services Plan. The rates were informed by a cost analysis conducted by the COG finance team, presented to the Board, and were set based on cost recovery principles. The new rates are attached as part of the Master Services Agreement.

### **Member Cost Recovery**

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

### **COG's Service Offerings**

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

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

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

Sincerely,

  
McRae Carmichael, MWVCOG Interim Executive Director

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

**RESOLUTION 2026-01**

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

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

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

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

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

That the following rates shall take effect for the COG’s fee-for-service program beginning with invoices generated July 1, 2026, and ending June 30, 2027, unless sooner amended:

Member Services

<b>FY 26/27 Service Rate Resolution</b>	<b>July 1 26-27</b>	<b>July 1 26-27</b>
	<b>COG Member Rates</b>	<b>Affiliate Member Rates</b>
<b>Recruitment Services</b>		
Population - Up to 1,000	\$ 10,500	\$ 11,000
Population - 1,001 to 5,000	\$ 12,500	\$ 13,000
Population - Over 5,000	\$ 17,500	\$ 18,000
<b>Background Check Services (per background check)</b>	\$ 750	\$ 800
<b>Legal Services</b>		
General Counsel Services	Per hour	\$ 249
Hearings Officer Services	Per hour	\$ 330

Member Services (continued)

<b>Strategic Planning/Goal Setting</b>			
Evening/Half Day (4 hours)*		\$ 2,400	\$ 3,000
One Day (8 Hours)*		\$ 4,400	\$ 5,000
Evening Plus full day (10 hours)*		\$ 5,280	\$ 6,500
* hourly rates apply thereafter			
<b>Staff Services</b>			
Executive Director	per hour	\$ 195	\$ 223
Department Director	per hour	\$ 195	\$ 223
Loan Program Manager	per hour	\$ 176	\$ 192
Project Manager	per hour	\$ 176	\$ 192
Planner, Senior	per hour	\$ 154	\$ 175
Accountant	per hour	\$ 140	\$ 160
Planner, Associate	per hour	\$ 140	\$ 146
Administrative Specialist	per hour	\$ 111	\$ 127
Planner, Assistant	per hour	\$ 111	\$ 127
<b>Modeling Services</b>			
	-		
Modeling Services Member Rate	per hour	\$ 192	\$ 210
Modeling Services For Profit Rate	per hour	\$ 250	\$ 260
<b>Loan Underwriting , Packaging and Closing Services*</b>			
*charged as per lender requirement		see contract	See contract
<b>Copy and Plot charges</b>			
Black and White Copies (Each)		0.30	0.30
Color Copies (Each)		1.00	1.00
Regular Plots (Each)		42.00	42.00
Image Plots (Each)		60.50	60.50
A (8 1/2x11) or (11x17)			

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

Affiliate and Business Partner Rates

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

**ADOPTED** by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 17<sup>th</sup> Day of March 2026.

ATTEST

  
 \_\_\_\_\_  
 Betsy Earls, Chair  
 MWVCOG Board of Directors

  
 \_\_\_\_\_  
 McRae Carmichael  
 Interim Executive Director



2026

# Mid-Willamette Valley Council of Governments

## Local Service Plan

100 HIGH ST. SE, STE. 200, SALEM, OR 97301  
503-588-6177



## ABOUT

# *the* Mid-Willamette Valley Council of Governments

## MISSION

Our ongoing mission includes:

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

## GOVERNMENT

The Mid-Willamette Valley Council of Governments operates under Oregon Revised Statute 190 and is governed by a representational Board comprised of an appointed Chair and 20 Board members. The Board exercises policy-making and legislative authority and is responsible for adopting the budget, appointing committees, and hiring the Executive Director.

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

The MWVCOG's fiscal year begins July 1 and ends June 30. Current information about services, the annual report, and projects can be found online at [www.mwvcog.org](http://www.mwvcog.org).

## MEMBER SERVICES

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



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



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



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



## ADMINISTRATIVE SERVICES

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



### FACILITATION

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



### INTERIM SUPPORT

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



### RECRUITMENT

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

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

## ADMINISTRATIVE SERVICES



### TRAINING FOR MEMBERS

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



### LEGAL SERVICES

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

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

## TRANSPORTATION PLANNING AND GIS SERVICES

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

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

MWVCOG participates in the Mid-Willamette Area Commission on Transportation (MWACT) that facilitates discussion and develop consensus on transportation issues throughout the three county-area.

### Other Transportation Services

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

## TRANSPORTATION PLANNING AND GIS SERVICES



### GEOGRAPHIC INFORMATION SYSTEM AND DATA SERVICES

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

#### Current ongoing projects include:

- Attendance boundary maintenance for the Salem-Keizer School District.
- Quarterly building permit reports for the Salem-Keizer area.
- Zoning, comp plan, address, natural resources, and other maps for member cities.

#### Specific services include:

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

#### Tools for Public Engagement, Outreach, and Involvement:

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

## COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES

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

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



### LAND USE PLANNING

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

Planning staff:

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

## COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES



### LAND USE PLANNING

#### *Continued*

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



### GRANTS AND FUNDING APPLICATION PREPARATION, SUBMISSION, AND ADMINISTRATION

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



### HOUSING REHABILITATION SERVICES

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

## COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES

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



### ECONOMIC DEVELOPMENT

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

## BUSINESS LENDING AND REVOLVING LOAN FUND SERVICES



### REVOLVING LOAN FUND ADMINISTRATION

MWVCOG staff provide revolving loan fund administration services for members.



### BUSINESS LENDING

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

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

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

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

This Page Intentionally Left Blank

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Approval of Resolution 2025/26-23 Approving an Intergovernmental Agreement between Yamhill County and the City of Dayton for Police Services for Fiscal Year 2026/2027.  
**Date:** June 1, 2026

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

This year's contract includes an increase from \$214,010.09 to \$219,129.31. This is a 2.34% increase with no other changes to the contract. The contract is attached to the resolution for your review. A detailed spreadsheet itemizing the costs is attached for your reference.

**City Manager Recommendation:** Approve the contract as presented.

**Potential Motion:** "I move to Resolution 2025/26-23 Approving an Intergovernmental Agreement between Yamhill County and the City of Dayton for Police Services for Fiscal Year 2026/2027."

**Council Options:**

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

This Page Intentionally Left Blank

**RESOLUTION No. 2025/26-23  
City of Dayton, Oregon**

**A Resolution Approving an Intergovernmental Agreement between Yamhill County and  
the City of Dayton for Police Services for Fiscal Year 2026/2027.**

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

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

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

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

- 1) THAT** the Mayor and City Manager are authorized to execute the FY 2026-2027 Agreement for Police Services (attached hereto as Exhibit A and by this reference made a part hereof), on behalf of the City, which will be bound by its terms; and
- 2) THAT** beginning July 1, 2026, this agreement supersedes and replaces the Agreement for Police Services between the parties adopted by Resolution No. 24/25-21 for the period July 1, 2025 - June 30, 2026; and
- 3) THAT** this resolution shall become effective immediately upon adoption.

**ADOPTED** this 1<sup>st</sup> day of June 2026.

**In Favor:**

**Opposed:**

**Absent:**

**Abstained:**

\_\_\_\_\_  
**Annette Frank, Mayor**

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

ATTEST:

\_\_\_\_\_  
**Rocio Vargas, City Recorder**

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

**Attachments: Exhibit A**

**AGREEMENT FOR POLICE SERVICES  
(City of Dayton 2026-2027)**

THIS AGREEMENT is made the last dates set forth adjacent to the signatures of the parties, to be effective July 1, 2026, by and between **YAMHILL COUNTY**, Oregon, a political subdivision of the state of Oregon, acting by and through the Sheriff's Office, ("the County") and the **CITY OF DAYTON**, a municipal corporation of the State of Oregon ("the City").

**RECITALS**

- A. ORS 190.010 and 206.345 allow cities to contract with county sheriffs and governing bodies for the provision of county police services to incorporated cities.
- B. The City desires to continue to contract with the County for Yamhill County Sheriff's Office to provide police services within the City. County is agreeable to providing police services on the terms and conditions set forth in this agreement from July 1, 2026, through June 30, 2027.
- C. This agreement supersedes and replaces the prior police services agreement between the parties that expires June 30, 2026. NOW, THEREFORE,

**AGREEMENT**

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

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

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

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

assigned to provide police services under this agreement but retains ultimate authority to schedule.

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

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

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

**SECTION 4. PERSONNEL COMMITMENTS.**

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

- d. **City Representatives Authorized to Request Emergency Patrols.** The City Manager is authorized to request special or emergency patrols or response by the Sheriff, and the Sheriff will abide by the request if adequate personnel, in the Sheriff's sole determination, is available; provided, however that the City shall reimburse the County at the County's cost for personnel time spent on special or emergency patrols or responses requested and provided under this paragraph.

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

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

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

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

- a. **Term.** Unless terminated in accordance with subsection (b), the term of this agreement is from July 1, 2026, through June 30, 2027.
- b. **Termination for Any Reason.** Either party may terminate this agreement on one hundred and eighty (180) days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

**SECTION 9. COMPENSATION BY CITY.**

- a. For the period July 1, 2026, to June 30, 2027, the City will pay to the County, for performance of the duties identified in Section 1, the sum of **\$219,129.31**, in monthly installments of **\$18,260.78**, as outlined in Exhibit A, which is incorporated herein by this reference. Such payment is due by the 15th day of the month in which services were provided.

- b. The County shall exercise its best efforts to notify the City in writing of any proposed rate adjustment for the subsequent fiscal year no later than April 30.

**SECTION 10. TRANSFER OF ORDINANCE ENFORCEMENT AUTHORITY.** Upon execution of this agreement and during its effective term, the police authority of the City for enforcing City ordinances is transferred to Yamhill County Sheriff’s Office. For the limited purpose of compliance with applicable city charters, the City upon execution of this agreement hereby designates the Yamhill County Sheriff as the Chief of Police of said City.

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

DONE the dates set forth adjacent to the signatures below.

**CITY OF DAYTON, OREGON**

**YAMHILL COUNTY, OREGON**

\_\_\_\_\_  
JEREMY CAUDLE, City Manager

\_\_\_\_\_  
KIT JOHNSTON, Chair  
Board of Commissioners

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

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

*ATTEST:*

*ATTEST:*

\_\_\_\_\_  
ROCIO VARGAS, City Recorder

\_\_\_\_\_  
SAM ELLIOTT, Sheriff

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
\_\_\_\_\_, County Counsel

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

**YAMHILL COUNTY SHERIFF'S OFFICE 2026-2027 DEPUTY COSTING**

POSITION	RANGE/	BASE	MOS.	AMOUNT	CERT /LONG	SALARY SUBTOTAL	HEALTH	RETIR	FICA	MEDICARE	Disability	ACCID	UNEMP	W/C	OR PD		TOTAL
	STEP	SALARY					INS				Ins	INS	INS	ASSES.	EAP	FML LV	
Deputy (1)	12/6	7,957.74	12	95,493	9,549	105,042	23,479	31,733	6,513	1,523	323	4,181	105	23	32	420	<b>173,374</b>
					10%												
						9,081		2,744	563	132		361	9			36	12,927
						114,124	23,479	34,477	7,076	1,655	323	4,542	114	23	32	456	<b>186,301</b>
PERSONNEL COSTS (1 Deputy)	\$ 173,374.20																
OVERTIME 10hrs/month (1 Deputy x 10hrs/month)	\$ 12,926.54																
VEHICLE MILEAGE (1 vehicle x 50 miles @.75/mi x 264 days)	\$ 9,900.00																
MATERIALS & SERVICES	\$ 4,298.49																
ADMINISTRATIVE SVCS (NTE 10%)	\$ 18,630.07																
<b>TOTAL COST</b>	<b>\$ 219,129.31</b>																
<b>Cost per month</b>	<b>\$ 18,260.78</b>																

2025-2026      \$ 214,010.09      2.34%

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Second Reading of Ordinance 670 Amending Dayton Municipal Code Ch. 5.6 Door to Door Solicitation or Materials Distribution; and Adoption of ORD 670  
**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.

An ordinance requires two readings by title only approved by motion. The first reading was on May 4, 2026. Today Council shall complete a second reading by title only and approve by motion. A second motion to adopt Ordinance 670 is required.

**City Manager Recommendation:** Approve the Second reading of Ordinance 670 by title only and Adopt the ordinance.

**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.”

**3. Adopt Ordinance 670:**

**Potential Motion:** “I move to Adopt Ordinance 670 Amending Dayton Municipal Code Ch. 5.6 Door to Door Solicitation or Materials Distribution”

**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.

This Page Intentionally Left Blank

**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 on this 1<sup>st</sup> day of June 2026.

**Mode of Enactment:**

Date of first reading: May 4<sup>th</sup>, 2026, In full \_\_\_ or by title only XX

Date of second reading: June 1<sup>st</sup>, 2026, In full \_\_\_ or by title only XX

XX 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 31<sup>st</sup>.

#### **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.**

This Page Intentionally Left Blank

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Rejoining the Yamhill Regional Water Authority  
**Date:** June 1, 2026

**Background:**

At the May 1 goal setting session, City Council identified water source expansion as our number one priority. That goal includes participating in regional water supply and distribution system efforts. The City is currently participating in the MWVCOG's regional water study with other Yamhill County cities. However, we are not a part of the Yamhill Regional Water Authority (YRWA).

In 2015, we withdrew from the YRWA. In a letter we sent to the participating jurisdictions at the time, we stated: "The City of Dayton ... has determined that it is in the best interest of Dayton's residents to develop and improve the City's current and recently purchased water resources." The City Council at the time passed a resolution formalizing the City's withdrawal from regional water efforts.

It is my professional opinion that we cannot continue to go it alone if we want to continue to grow as a city and if we want to continue delivering a safe, reliable source of drinking water. Last year's water curtailment in January was a wake-up call. It brought greater attention to the limitations of our existing drinking water sources. This includes the reality of declining well productivity, particularly in a climate that is becoming warmer and drier.

This is not just my opinion. In 2011, our "Water System Master Plan" highlighted the importance of regional cooperation. The sections in that plan dealing with regional water supply system options follow this staff report. The water source recommendation summary table includes two projects specifically related to regional cooperation and interties. This master plan is still in effect and represents official City policy.

I recommend that we start the process to rejoin the YRWA. To rejoin, we would need the unanimous approval of the YRWA Commission. We would also need approval from the McMinnville Water and Light Commission, as well as the City Councils for the City of Carlton and the City of Lafayette.

Participation at this stage costs us nothing except for staff time. In exchange, if we're allowed to rejoin by the participating jurisdictions, we get a seat at the table for long-term, regional water system planning.

Long-term, the YRWA Commission is evaluating joint ownership of a regional system or a long-term water supply agreement.

I am seeking City Council direction on if you wish to start the process to rejoin the YRWA. If so, staff will prepare a resolution for an upcoming meeting to start the application process.

**Recommendation:**

Direct staff to prepare a resolution seeking the City of Dayton's reentry into the YRWA.

**Budget impact:**

Short-term, no impact except in staff time. Long-term, to be determined based on the options the YRWA identifies.

**Recommended motion:**

As this is a discussion item, no motion is required at this time.

**Next steps:**

- If City Council is interested in rejoining, staff will prepare a resolution for approval at a future meeting. The resolution will direct staff to submit an application to rejoin.
- Following that, staff will shepherd the application through the approval process with the YRWA Commission, as well as the governing bodies of each of the participating entities.

**Attachments:**

- Withdrawal letter dated 8/4/15 with accompanying resolution
- YRWA bylaws
- Sections from 2010 "Water System Master Plan" related to regional cooperation/intertie efforts

### 6.4.2.3 Additional Water Rights (Purchase & Transfer)

As previously discussed, new groundwater rights are generally no longer available in Western Oregon. However, existing water-rights can be purchased (with or without purchasing the land to which the water-right is attached), and an application submitted to the WRD to modify the type of use allowed (ie. from agricultural to municipal), and to modify the approved point of use to match the City's current water use area.

Currently, agricultural users consume the majority of the nearby groundwater capacity. In an effort to ensure that reliable water supplies are available in the future, the City should consider the purchase of early water rights from nearby agricultural users, as these water rights or land become available. This will shift a portion of the finite groundwater capacity from agricultural usage to municipal usage. As noted above, the City would have to file a water rights transfer to change the use from agricultural to municipal, and to change place of use.

Transferable water rights with early priority dates that produce significant amounts of water in the surrounding area are not normally available except when purchased as part of the purchase of an existing farm. Although the City should purchase these water rights if and when they become available, there is no guarantee that the option will arise to purchase existing water rights with early priority dates, and therefore may not be a feasible long term solution for water supply.

As touched on briefly in Section 4.2.2, many of the existing early priority date water rights draw water from relatively shallow, higher producing aquifers. While the shallower nature of the agricultural aquifers results in higher producing wells, it also raises the risk of GWUDI issues when these wells are used as a municipal water source. As part of the evaluation and investigation prior to purchase of an agricultural groundwater right, the City should also get a determination from the ODWP as to the susceptibility of the well from a GWUDI perspective. A high producing, early priority date groundwater well with GWUDI issues may still be worth purchasing, but it would require a surface water treatment facility (which should be considered in conjunction with the purchase price of the water-right).

Although we are not counting on the purchase of new water rights for planning purposes, we recommend that the City investigate the purchase of existing groundwater rights that may be associated with agricultural land surrounding Dayton, as discussed in the recommendations section of this chapter. This recommendation is based on the water right owner's willingness to sell, and thus may or may not provide additional water supply within the planning period.

### 6.4.3 Regional Water Supply System Options

As previously noted, in 2008 Yamhill County completed the "Yamhill County Water Supply Analysis", which examined both the status of existing municipal water supply sources within Yamhill County, as well as options for increasing supply sources. As was noted in that report, the options available for individual small municipalities for increasing their water supply sources (or obtaining new sources) are limited at best. A number of options considered in the 2008 County Water Supply Analysis dealt with the development of a regional water system, whereby the various cities would construct interties to share existing sources and/or develop new sources that could be used as a regional water supply. As noted above, one of the stipulations of the May 2000 Settlement Agreement was that both Dayton and Lafayette committed to "*integrate into the Cities' ongoing water master planning. . . a preference for regional water supply development to meet future needs*" (agreement 2b).

Regional water supply options presented in Section 5 of the 2008 Yamhill County Water Supply Analysis that most apply to Dayton include utilizing the McGuire Reservoir (either alone or in conjunction with Walker Reservoir), or constructing a surface water treatment plant on the Willamette River.

One of the options presented in the 2008 Yamhill County Water Supply Analysis was to have the City of Dayton cooperate with other Yamhill County cities (including the City of McMinnville) to develop a regional water treatment plant that draws water from the Willamette River. Subject to acquisition of water rights, such a treatment plant could either utilize either natural river flows, or utilize water drawn from federal storage in COE impoundments located in the Willamette basin. As noted in the study, public perception of the Willamette River as a supply source is generally negative, although recent developments such as the Wilsonville Water Treatment Plant and the City of Dundee's interest in a Willamette River Plant has improved that perception. If Willamette River surface water rights can be secured, the water will have to pass through an extensive treatment process, which will affect the overall cost of this option. The 2008 study (section 5.4.1) discussed several locations for siting a Willamette River intake and water treatment plant for a regional water system. Sites reviewed included locations near Dayton, Dundee or Newberg.

Historically, local concern with Willamette River water quality centers around the "Newberg Pool", the portion of Willamette River that stretches from the mouth of the Yamhill River to Willamette Falls. There are two areas of primary concern, namely water quality and fish deformities. The first is based on pollution in river sediments from existing and historical industrial discharges from facilities located within and downstream of Newberg. However, these industrial discharge concerns do not affect the water quality upstream of Newberg (ie. at Dayton or at Dundee).

Another historical public concern about the Newberg Pool relates to the high incidence of skeletal and spinal deformities in certain species of resident (ie. non-migratory) fish in this section of the Willamette (being roughly twice the rate observed in portions of the river further upstream). A multi-year study completed in 2004 by a multi-disciplinary team of OSU scientists definitively demonstrated that the deformities were caused by two types of fish parasites which burrow into the bone of young fish and disrupts normal bone development (study presented at the Wilsonville Water Quality Forum 6/30/04). Unlike chemical pollutants, the fish parasites represent little or no risk to human health, as cooking or freezing will kill the parasites in infected fish.

As discussed in more detail in Chapter 7, one potential location for a Willamette River intake structure and pump station was identified on the outskirts of Dayton (ie. southwest of Neck Road), located immediately adjacent to the Dayton UGB. The east bank of the Willamette River banks in this area is more stable than the portions of the river between Dayton and Newberg. This location is also upstream of the "Newberg Pool", which will help alleviate negative public perception related to treating Willamette River water for municipal use.

#### **6.4.4 Existing Sources, Water Production Reliability**

Discussions with the City's hydrogeologist reveals that groundwater levels in the City wells is declining over time. Static water levels are recorded periodically in each of the operating wells, and the City should continue to monitor water levels and adjust well pumping rates to minimize further declines in static water levels. We strongly recommend that the City operate the wells for long-term sustainability (even if it means restricting production), rather than operating the system to meet short term demands.

## 7.5 REGIONAL SURFACE WTP EVALUATION

As discussed in Chapter 6, options for new water supply sources in or near Dayton are limited. As described in the 2008 "Yamhill County Water Supply Analysis" completed by HDR, Inc. for the Yamhill County Water Task Force, one potential option for additional water supply would be new Willamette River intake and surface water treatment plant (the options available to procure the water rights on the Willamette were discussed in Chapter 6).

A new Willamette River source would require a new intake screen and intake pump station, raw water transmission lines and a surface water treatment facility. Since the City of Dayton and Lafayette already have an intertie between the two cities, a new long term water source would benefit both towns. However, a project of this size and complexity would be very difficult (or impossible) for the Dayton to finance by itself, or even to finance in conjunction with Lafayette.

As noted in Section 6.4.3, it is anticipated that the development of a regional surface water source and treatment plant would require the participation (and leadership) of the City of McMinnville, as well as potential participation by other Yamhill County cities. Interconnections between Dayton/Lafayette and McMinnville could bring three cities together to help finance the project and meet the long-term water supply needs for all three communities.

As part of this Water Master Plan, we have conducted a field investigation of by land and boat (in March 2009) to evaluate potential raw water intake locations along the Willamette River. Due to extensive flood plains and unstable river banks, options in the Dayton area are limited. We located one area which appears to have a stable bank on the west side of the river, without the extensive erosion and slide zones apparent in many other locations.

At the location shown on **Figure 7-2**, the river bank extends well above the river and the flood levels, and appears to be composed of consolidated mudstone over consolidated mudstone/sandstone deposits. The river depth near this location ranged from  $\pm 40$  to  $\pm 50$  feet (as measured from the boat sonar). Further geologic and geotechnical work will be required to verify feasibility of this location for a raw water intake and screen. However, it appears feasible and will be carried forward for purposes of this study.

Since the raw water intake and WTP will likely be a regional facility that could serve a multiple jurisdictions (and the number and identify of the jurisdictions is unknown at this time), sizing of intake facilities, pipe lines, etc, are outside of the scope of this master plan. The following is a conceptual summary that may be utilized for an intake and WTP in this location.

The Willamette River intake could be constructed by drilling a vertical shaft on the stable area on the top of the river bluff. The vertical shaft could begin well above the 100-year flood plain, and extend below the Willamette River bottom and serve as a wetwell. A horizontal shaft could then be drilled (from the bottom of the vertical shaft) to the Willamette River, and terminated with an intake screen.

There are two conceptual alternatives developed relative to the location of the new surface WTP and associated finish water pipelines, summarized as follows. Both options include a raw water intake and pump station as summarized above.

- *Alternative 1.* The first option developed (**Figure 7-3**) consists of a raw water pump station on the river bluff near the Willamette River, which would pump raw water to a new surface WTP located

just within the southeast corner of the Dayton UGB (ie. between SE Neck Road and Hwy 221/Wallace Road). A finish water pipeline would tie directly to the Dayton distribution system, with a separate finish water pipeline to McMinnville (alignment to be determined). This option would minimize impacts to agricultural lands, and would likely be the simplest in terms of land use approvals. The proposed WTP site is undeveloped, outside of the City Limits but within the UGB.

- *Alternative 2.* The second option developed (**Figure 7-4**) consists of siting both the raw water pump station and the new WTP on the river bluff near the Willamette River. A finish water pipeline could be constructed to tie to the Dayton distribution system, with a separate finish water pipeline to McMinnville (alignment to be determined). While this option would consolidate the raw water pump station and the new WTP on a single site, it would involve significant impacts to agricultural lands located outside of the Dayton UGB.

Both new WTP siting alternatives may have other significant advantages and disadvantages that are beyond the scope of this water study, which will need to be analyzed further to determine feasibility.

For either of the alternatives to be feasible, a feasibility study will need to be initiated to determine process for obtaining required Willamette River water rights, and how these water rights would be allocated to the involved municipalities (Dayton, McMinnville, Lafayette and/or others).

Once it is determined the manner in which OWRD will allow water to be withdrawn from the Willamette (ie. new water rights or federal storage water), and the interested municipalities are determined, the size of the pumping, treatment and transmission mains can be determined and preliminary construction cost estimates can be determined. Since it is unlikely that Dayton will be the lead agency in developing feasibility or pre-design studies to pursue this option, we recommend that the City adopt a resolution formalizing the City's interest in participating in a feasibility study that includes investigation of the various aspects described above, and a copy of this resolution provided to Yamhill County and McMinnville for future reference.

Development of estimates for this regional surface WTP is beyond the scope of this water master plan.

### 6.7.5 Water Source Recommendations Summary Table

The following table is a brief summary of the various water source improvement recommendations developed by this master plan. For more details on particular projects, refer to the discussions in the body of the study.

Table 6-2: Recommended Water Supply Improvements & Projects

Project Code	Project
S-1	Replace steel transmission & distribution lines to increase volume of source water available for consumption (see recommended improvements in Chapter 8)
S-2	Water Rights Permits (Wellfield Wells), investigation study for potential new well sites for water rights transfers
S-3	Water Rights Certificates (In-Town & McDougal Wells), investigation study for potential new well sites for water rights transfers
S-4	If Watershed Springs cannot be upgraded to meet State standards, investigation study on potential for transfer of spring water rights to wells drilled at same site
S-5	Investigate purchase of existing water rights. Investigation study to develop map of all property around City & wellfield with existing senior water rights, contact property owners to determine interest in selling water rights. Purchase property with senior water rights as it becomes available for sale.
S-6	Water Management & Conservation Plan update when required by WRD.
S-7	Update City's emergency water restriction ordinances & resolutions.
S-8	Watershed Springs upgrades (see Chapter 7)
S-9	Watershed long-term lease, exclusive easements and/or property purchase/acquisition.
S-10	Hazardous tree removal at watershed springs/sand filter sites
S-11	Install on-site auxiliary power generators & automatic transfer switches at all City wells (9 wells, excluding the Post Office Well).
S-12	Production testing and evaluation of all City wells by hydrogeologist to verify long term production estimates and determine recommended schedule for rehabilitation at each well (every 5 years).
S-13	McDougal Wells, replace any existing steel discharge lines between wells & watershed transmission main ( $\pm 300'$ )
S-14	McDougal Wells, chlorination system upgrades (after completion of watershed spring improvements)
S-15	Wellfield wells, rotating rehabilitation program, one well per year (to address production losses due to iron bacteria bio-fouling)
S-16	Wellfield Well 1, VFD control upgrades
S-17	Wellfield Well 3, VFD control upgrades
S-18	Resolution of support for <u>concept</u> of further investigation of regional water source and/or treatment options
S-19	Contact McMinnville to initiate discussions regarding potential inter-tie to McMinnville water system to allow Dayton to purchase supplemental water during period of shortage.



# City of Dayton

Post Office Box 339  
416 Ferry Street  
Dayton, Oregon 97114-0339  
Phone: (503) 864-2221  
Fax: (503) 864-2956  
www.ci.dayton.or.us  
E-mail: [cityofdayton@ci.dayton.or.us](mailto:cityofdayton@ci.dayton.or.us)

August 4, 2015

To: The Governing Boards of the City of Carlton, City of Lafayette, and McMinnville Water & Light

Through: Scott Pingel, Dayton City Manager

From: City of Dayton City Council

Re: Yamhill Regional Water Authority Membership

I am writing this letter to notify the governing boards of the Yamhill Regional Water Authority (YRWA) entities that the City of Dayton is withdrawing from the YRWA as of August 4, 2016 or earlier if permitted by the other YRWA entity governing boards per section 11.1 of the YRWA Intergovernmental Agreement. The City has appreciated participating on the YRWA Board and the leadership shown by the other YRWA entities.

The City of Dayton has acquired additional water rights and water resources sufficient to serve the City well into the future, and has determined that it is in the best interest of Dayton's residents to develop and improve the City's current and recently purchased water resources.

The City of Dayton has appreciated the opportunity to work with the other YRWA entities, and the City hopes to continue to be a regional partner and participant in other regional efforts and projects as such opportunities may arise.

A resolution of the Dayton City Council is attached declaring the City's withdrawal from the YRWA.

If you have any questions, please don't hesitate to contact me at 503-864-2221 or [spingel@ci.dayton.or.us](mailto:spingel@ci.dayton.or.us).

Thank you and regards,

Scott Pingel, City Manager  
City of Dayton

**RESOLUTION No. 15/16-5**  
**City of Dayton, Oregon**

**TITLE:** *A Resolution of the Dayton City Council Declaring the City of Dayton's Withdrawal from the Yamhill Regional Water Authority ("YRWA") as of August 4, 2016 or Earlier if permitted by Other YRWA Entity Governing Boards.*

**WHEREAS**, the City of Dayton has been a participating member of the Yamhill Regional Water Authority ("YRWA") since its inception in 2012; and

**WHEREAS**, the City of Dayton will continue to work and cooperate with the YRWA entities on regional water issues and solutions should that opportunity be available in the future; and

**WHEREAS**, the City of Dayton desires to continue to be a regional partner and participant in regional efforts and projects as such opportunities arise; and

**WHEREAS**, the City of Dayton has acquired additional water rights and water resources sufficient to serve the City of Dayton well into the future; and

**WHEREAS**, the City of Dayton has determined that it is not in the City's best interest to burden its water customers with the water rate that would be necessary to continue to participate in the YRWA; and

**WHEREAS**, the City of Dayton desires to withdraw from the YRWA.

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

- 1) **THAT** the City does hereby withdraw from the YRWA pursuant to Section 11.1 of the Yamhill Regional Water Authority Intergovernmental Agreement (IGA) effective August 4, 2016 or earlier if permitted by other YRWA entity governing boards.
- 2) **THAT** according to Section 11.1 of the IGA, the City requests that the proportionate amount of the water permits allocated to it as set forth in Section 3.4 of the IGA be transferred or assigned to the City of Dayton in cooperation with the Oregon Water Resources Department.
- 3) **THAT** this resolution is the City of Dayton's official declaration and notice of withdrawal from the YRWA.
- 4) **THAT** this resolution shall become effective immediately upon adoption.

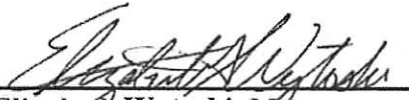
**ADOPTED** this 3<sup>rd</sup> day of August 2015.

**In Favor:** Bixler, Collins, Frank, Marquez, Wytoski

**Opposed:** None


**Absent:** Price, Taylor

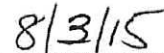
**Abstained:** None

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

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

**ATTEST:**

  
\_\_\_\_\_  
Rochelle Roaden  
City Recorder

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

max  
official  
original

INTERGOVERNMENTAL AGREEMENT

UNDER ORS CHAPTER 190

BY AND BETWEEN

CITY OF MCMINNVILLE

Acting by and through  
The McMinnville Water and Light Commission

AND

CITY OF CARLTON

AND

CITY OF DAYTON

AND

CITY OF LAFAYETTE

## 190 COOPERATIVE AGREEMENT INDEX

### RECITALS

ARTICLE 1 -- Definitions and Interpretations

ARTICLE 2 -- Name of Cooperative Entity

ARTICLE 3 -- Formation of the Commission/Powers

ARTICLE 4 -- Governance

ARTICLE 5 -- Operations and Management

ARTICLE 6 -- Warranties and Representations/State Filing

ARTICLE 7 -- Commission Assets, Funding & Finance

ARTICLE 8 -- Service Area Description

ARTICLE 9 -- Water Supply Agreements

ARTICLE 10 -- New Participating Members

ARTICLE 11 -- Withdrawal, Termination of Membership, Sale of Assets and Dissolution

ARTICLE 12 -- Indemnity and Insurance

ARTICLE 13 -- Dispute Resolution

ARTICLE 14 -- General Provisions

EXHIBIT 1 -- OWRD Proposed Final Order

EXHIBIT 2 -- Adopting Ordinances/Resolutions

EXHIBIT 3 -- Service Area Maps

EXHIBIT 4 --Water Sales Agreement(s)

## **INTERGOVERNMENTAL AGREEMENT**

This Agreement (“Agreement”), subject to the conditions stated herein, is created by and between the City of McMinnville, a municipal corporation acting by and through McMinnville Water and Light Commission (MWL); the City of Carlton, a municipal corporation (Carlton); the City of Dayton, a municipal corporation (Dayton); and the City of Lafayette, a municipal corporation (Lafayette), collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS, MWL owns and operates a municipal water system consisting of surface water sources, storage, treatment, transmission, water supply storage and the distribution of potable water to retail customers; and

WHEREAS, Carlton owns and operates a municipal water system consisting of surface water sources, storage, treatment, transmission, water supply storage and the distribution of potable water to retail customers; and

WHEREAS, Dayton owns and operates a municipal water system consisting of groundwater sources, treatment, transmission, water supply storage and the distribution of potable water to retail customers; and

WHEREAS, Lafayette owns and operates a municipal water system consisting of groundwater sources, treatment, transmission, water supply storage and the distribution of potable water to retail customers; and

WHEREAS, the Parties are entering into this Agreement under the authority of ORS Chapter 190 and intend that the full powers and limitations of each party, pursuant to their

respective charters and governing statutes, inure to the benefit of the entity hereby created as provided in ORS 190.030 and ORS 190.080; and

WHEREAS, the Parties are entering into this Agreement to seek, acquire, hold, manage and maintain water permit(s) for appropriation of water from the Willamette River; and

WHEREAS, the Parties submitted to the Oregon Water Resources Department an application (OWRD Application # S-87762) for a water use permit; and

WHEREAS, the Oregon Water Resources Department ("OWRD") issued its Proposed Final Order issuing draft permit with conditions on March 27, 2012; and

WHEREAS, the OWRD order has become a Final Order,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

## ARTICLE 1

### DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. As used in this Agreement, the following terms, when capitalized, shall have the following meanings:

1.1.1 Agreement – This document, when signed by authorized representatives of each Party, and approved as provided in Article 6, that expresses the rights and obligations of the Parties.

1.1.2 Commission - the ORS 190 intergovernmental entity established pursuant to this Agreement and named as stated in Article 2.

1.1.3 Commission Members – The designated representatives from each Party to govern the Commission.

1.1.4 Fiscal Year – The time period as defined under ORS 294.311(17).

1.1.5 Governing Body – The respective City Councils of the Cities of Carlton, Dayton and Lafayette and, for the City of McMinnville, its Water & Light Commission.

1.1.6 Initial Participating Member - MWL, Carlton, Dayton, Lafayette or all of them, as applicable.

1.1.7 New Participating Member – A governmental entity that applies to join the Commission pursuant to Article 10.

1.1.8 Operating Protocols – The protocols to be developed by the Commission which set forth the principles by which the water resources under the control of the Commission are to be managed under this Agreement.

1.1.9 Party – A governmental entity that is either an Initial Participating Member, or a New Participating Member added pursuant to Article 10 after the initial establishment of the Commission pursuant to this Agreement.

1.1.10 Retail Customer – A user served by a Party and paying the retail price for the delivery of domestic water. A municipal corporation or other entity, which purchases water for resale, shall not be considered a Retail Customer.

1.1.11 Remaining Party - Shall have the meaning assigned thereto in Article 11.

1.1.12 Service Area - Shall have the meaning assigned thereto in Article 8.

1.1.13 System Asset(s) - The only System Asset(s) of the Commission at the commencement of this Agreement is the water permit defined in Section 3.4. Acquisition and creation of other System Assets may occur only if the Parties unanimously agree to do so and only if a separate agreement is executed as set forth on Article 3.5.

1.1.14 Withdrawal Date - Shall have the meaning assigned thereto in Article 11.

1.1.15 Wholesale Customer – A user served by the Commission or served by a Party from water appropriated under the water permit defined in Section 3.4 who pays the wholesale price for the delivery of domestic water. A Party receiving water supply under this Agreement shall not be considered a wholesale customer.

1.1.16 Yamhill Regional Water Authority – The Commission as defined in Section 1.1.2 and named in Article 2.

1.2 Interpretation.

1.2.1 General Rules. In this Agreement, unless a clear contrary intention appears: (a) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity; (b) reference to any gender includes the other gender; (c) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (d) reference to any Article, Section, Schedule or Exhibit means such Article, Section, Schedule or Exhibit to this Agreement, and references in any Article, Section, Schedule, Exhibit or definition to any clause means such clause of such Article, Section, Schedule, Exhibit or definition; (e) "hereunder", "hereof", "hereto", "herein" and words of similar import are references to this Agreement as a whole and not to any particular Section or other provision hereof; (f) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including"; (g) "including" (and with correlative meaning "include") means including without

limiting the generality of any description preceding such term; and (h) reference to any law (including statutes and ordinances) means, unless the context or specific language requires a different interpretation, such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated there under.

1.2.2 Rule of Construction Concerning Water Permit. In the event any ambiguity arises in the terms of this Agreement, the term or terms shall be assigned the meaning most consistent with the limitations and conditions of the OWRD's Final Order and resulting water permit.

## **ARTICLE 2**

### **NAME OF COOPERATIVE ENTITY**

The name of the ORS 190 entity established by this Agreement shall be Yamhill Regional Water Authority, hereinafter "the Commission".

## **ARTICLE 3**

### **FORMATION OF THE COMMISSION/ POWERS**

3.1 Initial Formation/Officers. Not later than 30 days after the date the governing bodies of the Parties approve the ordinance identified in Article 6 (Warranties and Representations) approving establishment of the Commission and this Agreement, the designated representatives from each Party as provided in Section 4.1 shall meet and elect a Chair Person, Vice-Chair Person, Secretary and Treasurer with duties identified in this Agreement – thereafter the Commission Members. The Commission shall have the authority to establish its own governing rules and bylaws. For the first year of operation, the Chair Person position shall be filled by the representative from MWL and the Vice-Chair, Secretary and Treasurer positions

shall be filled by the representatives from Carlton, Dayton and Lafayette. In each successive year, these positions shall be elected by the Commission Members.

3.2 Procedures and Policies. Following the election of officers, the Commission Members shall adopt rules of procedure for its meetings and bylaws for its organization and proceed to conduct the business of the Commission as anticipated by this Agreement. The rules and bylaws may be amended from time to time upon a majority vote of the Commission Members.

3.3 General Powers. The Yamhill Regional Water Authority is an entity formed pursuant to ORS 190.080 according to the powers and purposes set forth in this Agreement. In addition to other powers and duties specified in statute or elsewhere in this Agreement, the Commission shall manage the business affairs and the tangible and intangible assets of the Commission that are transferred to or held by the Commission pursuant to this Agreement.

3.4 Initial System Asset. The initial System Asset contributed by the Parties is the water permit issued or to be issued by OWRD pursuant to its Final Order S-87762. The OWRD Final Order and draft permit is attached hereto as Exhibit 1, and incorporated by reference. This Agreement is for management of the water permit. The amounts allocated to each party are:

Carlton	2.98 cfs
Dayton	3.10 cfs
Lafayette	5.00 cfs
MWL	<u>33.10 cfs</u>

TOTAL 44.18 cfs

3.5 Development of Water Rights and Additional System Assets. Acquisition (by purchase, transfer or gift) or construction of any System Assets to develop the water permit in Section 3.4 and apply it to beneficial use shall occur only if a new Agreement for development of

the water permit is unanimously approved and executed by the Parties. The Parties acknowledge that this Agreement is only for management of the water permit.

3.6 Debt. Neither the Commission nor any Party shall have responsibility for any debt obligation that is incurred by another Party prior to or after the date of this Agreement unless the Commission by separate resolution agrees to assume such obligation and each of the governing bodies of the Parties also approve.

## **ARTICLE 4**

### **GOVERNANCE**

4.1 Commission Members. The Commission shall be governed by a board of four (4) individuals composed of one (1) individual from each of the governing bodies of the Parties. Such individuals shall be appointed by the governing body of the Party and shall serve at the will of the appointing governing body. The officers of the Commission will be elected by the Commission Members annually, subject to the provision of Section 3.1 that the Commission Members from MWL will be Chair Person for the first year.

4.2 Meetings. Meetings of the Commission shall be conducted in accordance with the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.710. Robert's Rules of Order shall be used as a guide for the conduct and process of meetings unless the Commission adopts a superseding rule of procedure. The Commission shall hold meetings as necessary upon call of the Chair Person or any two Commission Members.

4.3 Quorum. The number of Commission Members necessary for a quorum shall be three (3). If new Parties to this Agreement are added, terminated or withdraw, the Commission shall adjust the quorum and such adjusted quorum shall be specified in the Bylaws of the organization. Where less than the full membership of the Commission is present, but a quorum

exists, the voting requirements stated in Section 4.4 below must continue to be met for any action to be authorized by the Commission.

4.4 Voting. For any resolution, motion, ordinance or other action of the Commission to be an official act of or be approved by the Commission, there must be an affirmative vote of a majority of the members of the Commission. Where a majority vote is necessary and less than all Commission Members are present, the number of votes necessary to approve any resolution, motion, ordinance or other Commission action shall be that number as if all Commission Members were present.

4.5 Issues Requiring Unanimous Vote of Commission Members. The following issues shall require unanimous vote of the Commission Members and subsequent approval by the Governing Bodies of all Parties:

4.5.1 Approval of Amendments of this Agreement.

4.5.2 Approval of an Agreement or Amendment of an Agreement between current Parties and a proposed new Participating Member.

4.5.3 Sale or transfer of System Assets deemed by the Commission critical or integral to the effective operation and management of the System.

4.5.4 Issuance of bonds or signature to any debt obligation of the Commission, as part of an Agreement under Section 3.5.

4.5.5 Sale, transfer or assignment of ownership in System Assets to non-Participating Members.

## ARTICLE 5

### OPERATIONS AND MANAGEMENT

5.1 General Manager. The day to day affairs of the Commission shall be managed by a General Manager. The Parties agree the General Manager of MWL shall be the General Manager of the Commission and that MWL will be the Managing Agency to provide staffing to the Commission.

5.2 Budgeting, Accounting, Audits.

5.2.1 Budget for the Commission. The operating budget for the Commission shall be developed and presented to the Commission Members for approval if expenditures are anticipated for any budget year. Such budget shall be based on the assumption that the management costs are for those acts necessary to obtain, maintain, preserve and protect the water permit referred to in Section 3.4 and that there may be years when no cost will be incurred and no budget is necessary. If the General Manager deems expenditures necessary for the next fiscal year, then by March 31, a budget will be prepared for Commission approval and recommendation to the governing bodies for the Parties to include and approve the required proportionate contribution from each Party as part of each Party's budget process. The respective governing bodies of the Parties will approve their respective budget shares prior to June 30. If not approved, the Party failing to provide funds shall be suspended from voting, as if it is not a Party, and quorum requirements will be adjusted accordingly, unless the other Parties elect to terminate the non-paying Party's interest in this Agreement.

5.3 Commission Financial Audits. The Commission shall cause an independent audit to be performed by a Certified Public Accountant licensed and certified to do municipal auditing in the state of Oregon under ORS 297.405 to 297.990, as necessary.

## ARTICLE 6

### WARRANTIES AND REPRESENTATIONS/ STATE FILING

6.1 Warranties of Each Party. Each Party makes the following warranties and representations:

6.1.1 That, prior to consideration of an ordinance authorizing the signatories to this Agreement, the Parties have each conducted a public process as each Party deems appropriate and in compliance with Oregon's Public Meeting Law to consider the proposal to establish the Commission. Final consideration of the ordinance and action to approve this Agreement by the respective governing bodies of each Party shall occur not later than November 30, 2012.

6.1.2 That they have undertaken the necessary public procedures in accordance with ORS 190.085, to approve this Agreement and which authorizes each signatory to this Agreement to act on behalf of the respective Party in executing this Agreement. Copies of such approving ordinances and resolution are attached as Exhibit 2 to this Agreement.

6.1.3 That each Party has the legal authority to enter into this Agreement.

6.2 Filing with the Secretary of State. After the initial organizational meeting referenced in Article 4, but not later than 30 days after the effective date of this Agreement, the Parties further agree that they will cause to be filed with the Secretary of State the required filings as specified in ORS 190.085(2).

## ARTICLE 7

### COMMISSION ASSETS, FUNDING & FINANCE

7.1 Initial System Asset Contribution. The water permit described in Section 3.4 and set forth on Exhibit 1 will be issued by OWRD in the name of the Commission. If OWRD issues the water permit(s) in the Parties' individual names, then the Parties shall transfer the water permit(s) identified in Section 3.4 and set forth on Exhibit 1 to the Commission, for such asset to be held and used by the Commission. Nothing stated herein shall be construed to include a commitment to acquire land, buildings or other System Assets of any kind or incur any financial commitment for capital improvements without further written agreement of the Parties as provided in Section 3.5.

## ARTICLE 8

### SERVICE AREA DESCRIPTION

8.1 Initial Service Area. The Parties agree that the area to be served by the water permits shall be the area designated by the maps comprising Exhibit 3 ("Service Area"), attached hereto and incorporated herein by reference. Such Service Areas are the areas currently served by the Parties or within the approved Urban Growth Boundary of the Parties. Other areas may be added to the Service Area by each Party, subject to Section 8.2 below.

8.2 Notices of Annexation. At any time the Commission receives a notice of annexation from a Party that impacts or is likely to impact the Service Area, the Commission shall determine a recommended response and advise each Party of the intended response not less than seven (7) business days prior to submitting such response, unless such notice from the Party seeking annexation is received after this time, in which case, a recommended response to each Party shall be given as soon as reasonably possible upon receipt. The response shall include a

finding as to whether the water permit quantity allocation has capacity to supply the area to be annexed by a Party. If there is not capacity, the annexing Party is responsible for providing water supply for the area to be annexed from another source.

## ARTICLE 9

### WATER SUPPLY AGREEMENTS

9.1 Water Supply Agreements. The Parties have entered into the water supply agreement(s) identified in Exhibit 4, attached hereto and incorporated herein by this reference. Such agreements shall remain in full force and effect. This Agreement shall have no effect on such water supply agreements. The Parties also anticipate and acknowledge that one or more of the Parties may enter into a separate water supply agreement with MWL and any such agreement shall not be subject to Commission approval.

## ARTICLE 10

### NEW PARTICIPATING MEMBERS

10.1 Application. The Commission may accept new Participating Members upon written application by the prospective new Participating Member and unanimous approval of the Commission and approved by the governing body of each Party upon such written terms and conditions as agreed to by all. New Participating Members must be a governmental entity authorized under Oregon law to serve customers with domestic water at wholesale or retail water rates. Upon approval and compliance with all terms and conditions of joinder, the new Participating Member shall become a Party with all rights and obligations under this Agreement

## ARTICLE 11

### WITHDRAWAL, TERMINATION OF MEMBERSHIP, SALE OF ASSETS AND DISSOLUTION

11.1 Voluntary Withdrawal of a Party. Any Party may elect to terminate its interest in this Agreement and withdraw from the Commission (“Withdrawing Party”) by giving written notice of its desire to withdraw to all other Parties (“Remaining Parties”). The notice shall state a date of withdrawal that shall be not less than one (1) year from the date of notice nor more than two (2) years from the date of the notice (“Withdrawal Date”), unless a court order allows an earlier withdrawal time or the governing bodies of all Parties mutually agree. The withdrawal shall be effective on the Withdrawal Date, provided that the Withdrawal Date is within the range of dates allowed for withdrawal as specified in the preceding sentence. As of the Withdrawal Date, the Commission and Withdrawing Party will undertake those actions necessary to transfer or assign to the Withdrawing Party that proportionate amount of the water permits allocated to it as set forth in Section 3.4 in cubic feet per second (“CFS”). The Parties will cooperate with OWRD to effect the transfer or assignment. If transfer or assignment is not approved by OWRD, the Parties will use good faith efforts to achieve a comparable solution. Thereafter, this Agreement between the Commission and the Withdrawing Party shall automatically terminate and be of no further force and effect. Any debt or financial obligation associated with any System Assets shall be assigned to and assumed by the Withdrawing Party based on the percentage of ownership interest in the asset.

11.2 Involuntary Withdrawal. Upon material breach of this Agreement, the Commission Members (less the defaulting Member representative) shall give written notice to the defaulting Party specifying the breach. The defaulting Party shall commence to diligently

correct the default within 30 days of date of the notice. If the defaulting Party has not corrected or commenced to diligently move towards correction, the Commission may seek all remedies available at law or in equity, which may include but is not limited to the remedy of specific performance or injunction, or to treat such default as a withdrawal of the defaulting Party under Section 11.1. The defaulting Party shall forfeit all rights and claims to water under the water permit in Section 3.4 and Exhibit 1. The remedies available for breach as stated herein shall be cumulative and shall not restrict any remedy that is available to the Commission at law or in equity.

11.3 Dissolution of the Commission. The Commission may be dissolved by the approving vote of all but one of the governing bodies of the Parties. Upon dissolution, the General Manager shall develop a plan to wind down and dissolve the business affairs of the Commission for approval by the Commission and the governing body of each Party. Unless modified by the plan, the dissolution shall be effective only after all debts and obligations are paid or provision for payment is made. Each Party shall assume a share of the debts and obligations of the Commission in proportion to the ratio (expressed as a percentage) that a Party has contributed to the total cost of the System Assets. The water permit(s), they will be transferred or assigned to the Parties in the proportionate share of CFS allocated to that Party as of the date of dissolution according to the quantities set forth in Section 3.4. If transfer or assignment is not approved by OWRD, the Parties will use good faith efforts to achieve a comparable solution. Each Party agrees that it shall execute those documents necessary to vest ownership of the System Assets according to the dissolution plan and execute a post-dissolution management agreement where necessary. Nothing herein shall prevent a Party from accepting cash or other consideration in lieu of continued proportionate ownership in a System Asset. The

cost of dissolution shall be treated as an operation and maintenance expense to be paid equally by the Parties.

## ARTICLE 12

### INDEMNITY AND INSURANCE

12.1 Commission's Indemnity. To the extent permitted by the Oregon Constitution and laws of the State of Oregon, the Commission agrees to defend, indemnify and hold harmless the Parties, their governing bodies, elected or appointed officials, officers, employees, agents, invitees and contractors from and against any and all actual or alleged claims, damages, expenses, costs, fees, including but not limited to attorney, accountant, paralegal, expert witness fees, fines, environmental costs and/or penalty (collectively "costs"), which may be imposed upon, claimed against, or incurred or suffered by the Parties and which, in whole or in part, directly or indirectly arise from the following, unless and to the extent it resulted from an individual Party's negligence or willful misconduct:

12.1.1 Any act, omission or negligence of the Commission;

12.1.2 Any use, management or control of the System Assets by the Commission;

12.1.3 Any injury or damage occurring in or on the System Assets as a result of the actions or inactions of the Commission;

12.1.4 Any event endangering the continued validity of the water permit for which the Commission is responsible.

12.1.5 Any breach, violation, or nonperformance of the Commission's obligations under this Agreement.

12.2 Party's Indemnity. To the extent permitted by the Oregon Constitution and laws of the State of Oregon, each Party agrees to defend, indemnify and hold harmless the

Commission and the other Parties, their governing bodies, elected or appointed officials, officers, employees, agents, invitees and contractors from and against any and all actual or alleged claims, damages, expenses, costs, fees, including but not limited to attorney, accountant, paralegal, expert witness fees, fines, environmental costs and/or penalty (collectively "costs"), which may be imposed upon, claimed against, or incurred or suffered by the Commission or other Parties and which, in whole or in part, directly or indirectly arise from the following, unless and to the extent it resulted from the Commission 's or other Party's(ies') negligence or willful misconduct:

12.2.1 Any act, omission or negligence of the applicable Party;

12.2.2 Any use, management or control of the System Asset by a Party;

12.2.3 Any injury or damage occurring in or on the System Assets as a result of the actions or non-actions of the Party;

12.2.4 Any event endangering the continued validity of the water permits for which the Party is responsible; and

12.2.5 Any breach, violation, or nonperformance of the Party's obligations under this Agreement.

12.3 Insurance. Each Party and the Commission shall maintain comprehensive liability insurance for personal injury and property damage at limits not less than the monetary amounts set forth in ORS 30.272 and 30.273. The Commission's insurance costs shall be shared equally by the Parties.

## ARTICLE 13

### DISPUTE RESOLUTION

13.1 Dispute Resolution. The Parties hereby agree that resolution of any and all disputes arising out of the terms of this Agreement or interpretation thereof shall follow the steps

as set forth in Section 13.2. The Parties recognize that a dispute may occur between two or more Parties or between a Party and the Commission, or combinations of individual or collective interests, that cannot be resolved. The disputants are referred to as “Disputing Parties” or if one such party the “Disputing Party”. Nothing shall prevent the Disputing Parties from waiving any of the steps by mutual consent.

### 13.2 Dispute Resolution Steps.

#### Step One: (Negotiation)

A Party who has a dispute will give written notice to all other Parties and the Commission setting forth the reasons for such dispute. Within thirty (30) days following written notice of dispute, the Disputing Party(ies) will designate a representative to negotiate on behalf of the Party he/she represents and attempt to negotiate a proposed resolution. If the representatives negotiate a proposed resolution, the representatives shall reduce the resolution to writing and submit the same for ratification by the governing bodies of the Disputing Parties. If the proposed resolution is ratified by the governing bodies of the Disputing Parties, the ratified resolution shall be binding on the Disputing Parties. If the Commission is a Disputing Party, the resolution will be approved, by the Commission, subject to governing body approval where necessary and by the governing body of the other Disputing Party. If the proposed resolution is not so ratified, the Disputing Parties shall proceed to Step Two.

#### Step Two: (Mediation)

If the dispute cannot be resolved within sixty (60) days of the written notice required at Step One, the Disputing Parties shall submit the matter to non-binding mediation. The Disputing Parties shall attempt to agree on a mediator. If they cannot agree, the Commission (including the Disputing Parties) will designate a mediator.

### Step Three (Legal Action)

After exhaustion of the preceding processes, the Disputing Parties or any Disputing Party may initiate litigation in the Circuit Court of the State of Oregon for Yamhill County.

13.3 Legal Fees. Each Disputing Party shall bear its own legal and expert witness fees at all stages of the dispute resolution process, including at trial or on any appeals.

## ARTICLE 14

### GENERAL PROVISIONS

14.1 Water Permit. The Commission shall exercise its authority, power, and duties in compliance with the limitations and conditions of the permit issued by the OWRD pursuant to its Final Order in S-87762 or any subsequently acquired permits.

14.2 Covenant of Good Faith. At all times the Parties shall have a duty of good faith and fair dealing with respect to the terms and obligations of this Agreement.

14.3 Instruments of Further Assurance. From time to time, at the request of the Commission or a Party, each Party and the Commission shall, without further consideration, execute and deliver such further instruments, and shall take such further action as may be reasonably required to fully effectuate the purposes of this Agreement.

14.4 Assignment, Sale or Transfer. No Party shall have the right to sell, transfer or assign all or a portion of its interest in this Agreement without the prior written unanimous consent, and consent to any necessary amendments to this Agreement necessitated by sale, transfer or assignment of the Party's interest, of the remaining Parties in accordance with requirements of this Agreement.

14.5 Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions

contained herein shall remain in full force and effect. The Commission and Parties agree to negotiate in good faith to achieve the purposes of this Agreement if a provision is found to be invalid, illegal or unenforceable.

14.6 Headings. The Article, section and subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14.7 Force Majeure. Except with respect to the obligation to pay money under this Agreement, neither the Commission nor any Party shall be considered in default in the performance of their respective obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or in the future, which is beyond the reasonable control of the affected party, including, but not limited to, Acts of God, earthquake, drought, labor disputes, civil commotion, war, acts of terrorism and similar events. In the event a party claims that performance of its obligations was prevented or delayed by any such cause, that party shall promptly notify the Commission or the other applicable Party(ies) of that fact and of the circumstance preventing or delaying performance. Such party so claiming a cause of delayed performance shall endeavor to the extent reasonable to remove the obstacles that preclude performance.

14.8 Consolidation, Merger, Annexation

14.8.1 Change of organization is defined as:

- The consolidation or merger of any Party with another Party;
- The consolidation or merger of a Party with another City that is not a Party under ORS 222.600 et seq.;

- Transfer of a Party's territory to a Water Authority or other water entity formed by one or more cities, districts or both under ORS 450.680, et seq.;

14.8.2 Only the above defined Change of Organization exclusively between or among two or more Parties to this Agreement, is permitted without approval of the Commission, and in such case, the involved Party's obligations and rights hereunder shall be binding upon and inure to the benefit of the surviving or successor entity. Notice of such Change of Organization shall be given to the Commission and any other Parties prior to commencement of any change of organization proceedings. The surviving or successor entity shall be entitled only to one voting representative on the Commission as any other Party to this Agreement and the water allocated to those Parties under the Permit shall be combined.

14.8.3 A Change of Organization between a Party to this Agreement and any non-party public entity or annexation of service territory beyond the Party's legally established or legally acknowledged service area shall require the prior consent of the governing body of each Party as to the successor or surviving entity's entitlement to membership in the Commission. Such consent and consent to any necessary amendment to this Agreement shall not be unreasonably withheld, based on the entity's legal, financial and technical ability to assume the original Party's obligations under this Agreement. If the surviving or successor entity's continued membership in the Commission is approved, the original Party's obligations and rights hereunder shall be binding upon and inure to the benefit of the surviving or successor entity, and that entity shall be entitled only to one voting representative on the Commission as any other single Party to this Agreement.

14.9 Survival of Covenants. Any provision of this Agreement which, by its terms has or may have application after the expiration or earlier termination of this Agreement, including all covenants, agreements, and warranties, shall be deemed to the extent of such application to survive the expiration or termination of this Agreement.

14.10 Notices. Any notice herein required or permitted to be given shall be given in writing and effective when actually received by hand delivery or by the United States mail, first class postage prepaid, addressed to the Commission and Parties as set forth below. Each Party shall notify the General Manager of any change of address or title for receipt of notices under this Agreement.

If to the MWL, notices shall be addressed to:

General Manager  
McMinnville Water & Light  
855 Marsh Lane  
P.O. Box 638  
McMinnville, OR 97128

If to Carlton, notices shall be addressed to:

City Manager  
City of Carlton  
191 E. Main Street  
Carlton, OR 97111

If to Dayton, notices shall be addressed to:

City Manager  
City of Dayton  
416 Ferry Street  
P.O. Box 339  
Dayton, OR 97114

If to Lafayette, notices shall be addressed to:

City Administrator  
City of Lafayette

486 Third Street  
P.O. Box 55  
Lafayette, OR 97127

14.11 Counterparts. This Agreement may be executed in any number of counterparts and by the Parties or separate counterparts, any one of which shall constitute an Agreement between and among the Parties.

14.12 Entire Agreement. This Agreement and its Exhibits embodies the entire agreement and understanding between the Parties hereto with respect to the water permit and supersedes all previous agreements and understandings except as provided herein.

14.13 Effective Date/Duration of Agreement. This Agreement shall be effective as of the date the last Party's governing body approves the Agreement. This Agreement is intended to, and shall, be perpetual, subject to termination by the Parties as set forth in this Agreement. Notwithstanding the right of termination, such party terminating will be subject to payment of close-out costs as provided in Article 11 of this Agreement.

IN WITNESS WHEREOF the Parties have dated and signed this Agreement.

DATED: 12-4-2012

CITY OF MCMINNVILLE,  
Acting by and through its Water and Light Commission

BY: Richard L. Olson  
Richard L. Olson, Mayor and Ex-Officio  
Member of the Water & Light Commission

Attest: Mary Ann Nolan  
Clerk of MW & L Commission

DATED: \_\_\_\_\_

CITY OF CARLTON

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

DATED: \_\_\_\_\_

CITY OF DAYTON

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

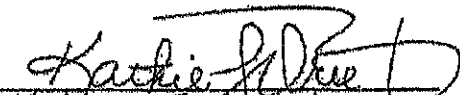
DATED: \_\_\_\_\_

CITY OF LAFAYETTE

BY: \_\_\_\_\_  
Chris Heisler, Mayor

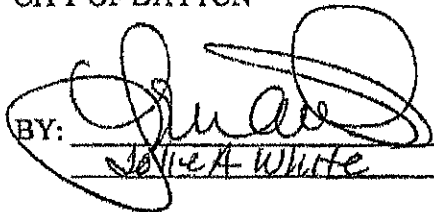
DATED: 11/16/12

CITY OF CARLTON

BY:   
Kathie J. Griet, Mayor

DATED: 12/5/12

CITY OF DAYTON

BY:   
Julie A. White, Mayor

DATED: \_\_\_\_\_

CITY OF LAFAYETTE

BY: \_\_\_\_\_  
Chris Heisler, Mayor

DATED: \_\_\_\_\_

CITY OF CARLTON

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

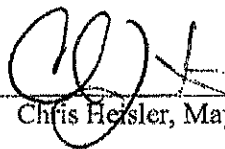
DATED: \_\_\_\_\_

CITY OF DAYTON

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

DATED: 12/11/2012

CITY OF LAFAYETTE

BY:  \_\_\_\_\_  
Chris Heisler, Mayor

Page 24 - Intergovernmental Agreement

Page 25 - Intergovernmental Agreement

EXHIBIT 1

OWRD PROPOSAL FINAL ORDER  
S 87762

RECEIVED

MAR 28 2012

Oregon Water Resources Department  
Water Rights Services Division

McMINNVILLE WATER & LIGHT

Water Rights Application  
Number S-87762

**Proposed Final Order**

*Summary of Recommendation:* The Department recommends that the attached draft permit be issued with conditions.

*Application History*

On November 2, 2011, McMinnville Water & Light, City of Dayton, City of Lafayette, and City of Carlton submitted an application to the Department for the following water use permit:

- Amount of Water: 44.18 cubic feet per second (CFS)
- Use of Water: municipal uses
- Source of Water: Willamette River, a tributary of Columbia River
- Area of Proposed Use: Marion and Yamhill Counties within the permit holder's service boundaries

On December 16, 2011, the Department mailed the applicants notice of their Initial Review, determining that "The use of 44.18 CFS from Willamette River, a tributary of Columbia River, for year-round municipal uses is allowable." The applicants did not notify the Department to stop processing the application within 14 days of that date.

On December 20, 2011, the Department gave public notice of the application in its weekly notice. The public notice included a request for comments, and information for interested persons about obtaining future notices and a copy of the Proposed Final Order. No written comments were received within 30 days.

In reviewing applications, the Department may consider any relevant sources of information, including the following:

- any applicable basin program
- applicable statutes, administrative rules, and case law
- the amount of water available
- the rate and duty for the proposed use
- pending senior applications and existing water rights of record
- any applicable comprehensive plan or zoning ordinance
- recommendations by other state agencies
- the Scenic Waterway requirements of ORS 390.835
- any comments received

*Findings of Fact*

The Willamette Basin Program allows municipal uses.

Senior water rights exist on Willamette River, a tributary of Columbia River, or on downstream waters.

Willamette River, a tributary of Columbia River, is not within or above a State Scenic Waterway.

An assessment of water availability has been completed. This assessment compared a calculation of natural streamflow minus the consumptive portion of all relevant rights of record. A copy of this calculation is in the file. This calculation determined that water is available for further appropriation (at an 80 percent exceedance probability) during the full season requested.

The Department finds that the amount of water requested, 44.18 CFS, is an acceptable amount.

In accordance with OAR 690-033-0330, an interagency team reviewed this proposed use for potential adverse impacts on sensitive, threatened and endangered fish populations. This team consisted of representatives from the Oregon Departments of Water Resources (WRD), Environmental Quality (DEQ), Fish and Wildlife (ODFW), and Agriculture. WRD and ODFW representatives included both technical and field staff. The interagency team recommended that additional limitations or conditions of use be imposed on this application as follows:

- A. Before water use may begin under this permit, the permittee shall install a totalizing flow meter at each point of diversion. The permittee shall maintain the meter in good working order.
- B. The permittee shall keep a complete record of the amount of water diverted each month, and shall submit a report which includes the recorded report water-use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water-use information, including the place and nature of use of water under the permit.
- C. The permittee shall allow the watermaster access to the meter; provided however, where any meter is located within a private structure, the watermaster shall request access upon reasonable notice.

D. The Director may provide an opportunity for the permittee to submit alternative measuring and reporting procedures for review and approval.

If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.

The use may be restricted if the quality of the source stream or downstream waters decreases to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.

The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.

Water shall only be diverted when the flows in the table below are met or exceeded on a 7-day rolling average at Willamette River at Salem, OR, USGS gage 14191000 (or a suitable replacement gage as approved by the Department):

Period	Flows in cubic feet per second
January 1 - March 31	6,000
April 1 - April 15	15,000
April 16 - April 30	17,000
May 1 - May 31	15,000
June 1 - June 15	12,600
June 16 - June 30	8,500
July 1 - October 31	5,630
November 1 - December 31	6,000

Within 5 years of permit issuance, the permit holder(s) shall submit a combined or individual Water Management and Conservation Plan(s) that include strategies supportive of mitigating heat impacts in the waters of the Yamhill and Middle Willamette subbasins. Should the permit holders form a regional entity, then the entity must submit such a plan by the same date. Examples of such strategies may include, but are not limited to, public education, water re-use and recycling, regulations that protect and retain riparian vegetation, riparian zone conservation easements, and active participation in riparian restoration projects.

*Conclusions of Law*

Under the provisions of ORS 537.153, the Department must presume that a proposed use will not impair or be detrimental to the public interest if the proposed use is allowed in the applicable basin program established pursuant to ORS 536.300 and 536.340 or given a preference under ORS 536.310(12), if water is available, if the proposed use will not injure other water rights and if the proposed use complies with rules of the Water Resources Commission.

The proposed use requested in this application is allowed in the Willamette Basin Program.

Water is available for the proposed use.

The proposed use will not injure other water rights.

The proposed use complies with other rules of the Water Resources Commission not otherwise described above.

The application is in compliance with the State Agency Coordination Program regarding land use.

For these reasons, the required presumption has been established.

Once the required presumption has been established, under the provisions of ORS 537.153(2) it may be overcome by a preponderance of evidence that either:

- (a) One or more of the criteria for establishing the presumption are not satisfied; or
- (b) The proposed use will impair or be detrimental to the public interest as demonstrated in comments, in a protest . . . or in a finding of the department that shows:
  - (A) The specific public interest under ORS 537.170(8) that would be impaired or detrimentally affected; and

- (B) Specifically how the identified public interest would be impaired or detrimentally affected.

In this application, all criteria for establishing the presumption have been satisfied, as noted above. The presumption has not been overcome by a preponderance of evidence that the proposed use will impair or be detrimental to the public interest.

The Department therefore concludes that the proposed use will not impair or be detrimental to the public interest as provided in ORS 537.170.

When issuing permits, ORS 537.211(1) authorizes the Department to include limitations and conditions which have been determined necessary to protect the public interest. The attached draft permit is conditioned accordingly.

#### Recommendation

The Department recommends that the attached draft permit be issued with conditions.

DATED March 27, 2012

*E. Timothy Wallin*

E. Timothy Wallin, Water Rights Program Manager  
for Phillip C. Ward, Director  
Water Resources Department

#### Protests

Under the provisions of ORS 537.153(7) (for surface water) or ORS 537.621(8) (for ground water), you can protest this Proposed Final Order. Protests must be received in the Water Resources Department no later than **May 11, 2012**. Protests must be in writing, and must include the following:

- Your name, address, and telephone number;
- A description of your interest in the Proposed Final Order, and, if you claim to represent the public interest, a precise statement of the public interest represented;
- A detailed description of how the action proposed in the Proposed Final Order would impair or be detrimental to your interest;

- A detailed description of how the Proposed Final Order is in error or deficient, and how to correct the alleged error or deficiency;
- Any citation of legal authority to support your protest, if known;
- To affect the Department's determination that the proposed use in this application will, or will not, impair or be detrimental to the public interest ORS 537.153(2)(b) requires that a protest demonstrate, by a preponderance of evidence any of the following: (a) One or more of the criteria for establishing the presumption are, or are not, satisfied; or (b) the specific public interest in ORS 537.170(8) that would be impaired or detrimentally affected, and specifically how the identified public interest in ORS 537.170(8) would be impaired or be detrimentally affected;
- If you are the applicant, the protest fee of \$300 required by ORS 536.050; and
- If you are not the applicant, the protest fee of \$600 required by ORS 536.050 and proof of service of the protest upon the applicant.
- If you are the applicant, a statement of whether or not you are requesting a contested case hearing. If you do not request a hearing, the Department will presume that you do not wish to contest the findings of the Proposed Final Order.
- *If you do not protest this Proposed Final Order and if no substantive changes are made in the Final Order, you will not have an opportunity for judicial review, protest or appeal of the Final Order when it is issued.*

#### Requests for Standing

Under the provisions of ORS 537.153(7) (for surface water) or ORS 537.621(8) (for ground water), persons other than the applicant who support a Proposed Final Order can request standing for purposes of participating in any contested case proceeding on the Proposed Final Order or for judicial review of a Final Order.

Requests for standing must be received in the Water Resources Department no later than **May 11, 2012**. Requests for standing must be in writing, and must include the following:

- The requester's name, mailing address and telephone number;

- If the requester is representing a group, association or other organization, the name, address and telephone number of the represented group;
- A statement that the requester supports the Proposed Final Order as issued;
- A detailed statement of how the requester would be harmed if the Proposed Final Order is modified; and
- A standing fee of \$150. If a hearing is scheduled, an additional fee of \$350 must be submitted along with a request for intervention.

After the protest period has ended, the Director will either issue a Final Order or schedule a contested case hearing. The contested case hearing will be scheduled only if a protest has been submitted and either:

- upon review of the issues, the director finds that there are significant disputes related to the proposed use of water, or
- the applicant requests a contested case hearing within 30 days after the close of the protest period.

If you do not request a hearing within 30 days after the close of the protest period, or if you withdraw a request for a hearing, notify the Department or the administrative law judge that you will not appear or fail to appear at a scheduled hearing, the Director may issue a Final Order by default. If the Director issues a Final Order by default, the Department designates the relevant portions of its files on this matter, including all materials that you have submitted relating to this matter, as the record for purpose of proving a prima facie case upon default.

*This document was prepared by Jeana Eastman. If you have any questions about any of the statements contained in this document I am most likely the best person to answer your questions. You can reach me at 503-986-0859.*

*If you have questions about how to file a protest or a request for standing, please refer to the respective sections in this Proposed Final Order entitled "Protests" and "Requests for Standing". If you have previously filed a protest and want to know its status, please contact Patricia McCarty at 503-986-0820.*

*If you have other questions about the Department or any of its programs please contact our Customer Service Group at 503-986-0801. Address all other correspondence to:*

*Water Rights Section, Oregon Water Resources Department, 725 Summer St NE Ste A, Salem OR 97301-1266, Fax: 503-986-0901.*

DRAFT

This is not a permit.

DRAFT

STATE OF OREGON - COUNTIES OF MARION AND YAMHILL

DRAFT PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS DRAFT PERMIT IS HEREBY ISSUED TO

MCMINNVILLE WATER & LIGHT  
PO BOX 638  
MCMINNVILLE, OR 97218

CITY OF DAYTON  
PO BOX 339  
DAYTON, OR 97114

CITY OF LAFAYETTE  
PO BOX 55  
LAFAYETTE, OR 97127

CITY OF CARLTON  
191 E MAIN ST  
CARLTON, OR 97111

The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: S-87762

SOURCE OF WATER: WILLAMETTE RIVER, A TRIBUTARY OF COLUMBIA RIVER

PURPOSE OR USE: MUNICIPAL USES

MAXIMUM RATE: 44.18 CUBIC FEET PER SECOND

PERIOD OF USE: YEAR ROUND

DATE OF PRIORITY: NOVEMBER 2, 2011

POINT OF DIVERSION LOCATION: NE ¼ NW ¼, SECTION 27, T4S, R3W, W.M.; 1060 FEET SOUTH AND 2165 FEET EAST FROM NW CORNER, SECTION 27

THE PLACE OF USE IS LOCATED WITHIN THE PERMIT HOLDER'S SERVICE BOUNDARIES

Measurement, recording and reporting conditions:

- A. Before water use may begin under this permit, the permittee shall install a totalizing flow meter at each point of diversion. The permittee shall maintain the meter in good working order.

Application S-87762 Water Resources Department

PERMIT DRAFT

- B. The permittee shall keep a complete record of the amount of water diverted each month, and shall submit a report which includes the recorded report water-use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water-use information, including the place and nature of use of water under the permit.
- C. The permittee shall allow the watermaster access to the meter; provided however, where any meter is located within a private structure, the watermaster shall request access upon reasonable notice.
- D. The Director may provide an opportunity for the permittee to submit alternative measuring and reporting procedures for review and approval.

If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.

The use may be restricted if the quality of the source stream or downstream waters decreases to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.

The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.

The permittee shall not construct, operate or maintain any dam or artificial obstruction to fish passage in the channel of the subject stream without providing a fishway to ensure adequate upstream and downstream passage for fish, unless the permittee has requested and been granted a fish passage waiver by the Oregon Fish and Wildlife Commission. The permittee is hereby directed to contact an Oregon Department of Fish and Wildlife Fish Passage Coordinator, before beginning construction of any in-channel obstruction.

Water shall only be diverted when flows meet or exceed those in the table below on a 7-day rolling average at Willamette River at Salem, OR, USGS gage 14191000 (or a suitable replacement gage as approved by the Department):

Period	Flows in cubic feet per second
January 1 - March 31	6,000
April 1 - April 15	15,000
April 16 - April 30	17,000
May 1 - May 31	15,000
June 1 - June 15	12,600
June 16 - June 30	8,500
July 1 - October 31	5,630
November 1 - December 31	6,000

Within 5 years of permit issuance, the permit holder(s) shall submit a combined or individual Water Management and Conservation Plan(s) that include strategies supportive of mitigating heat impacts in the waters of the Yamhill and Middle Willamette subbasins. Should the permit holders form a regional entity, then the entity must submit such a plan by the same date. Examples of such strategies may include, but are not limited to, public education, water re-use and recycling, regulations that protect and retain riparian vegetation, riparian zone conservation easements, and active participation in riparian restoration projects.

The Director may approve an extension of the time line to complete the required Water Management and Conservation Plan(s). The time line for submittal of a plan under this permit does not alter the time lines for submittal of a plan under any other order of the Department. No water may be diverted if a Water Management and Conservation Plan(s) is/are not submitted within five years of permit issuance, unless an extension of that time has been approved.

#### STANDARD CONDITIONS

Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.

Where two or more water users agree among themselves as to the manner of rotation in the use of water and such agreement is placed in writing and filed by such water users with the watermaster, and such rotation system

Application S-87762 Water Resources Department

PERMIT DRAFT

does not infringe upon such prior rights of any water user not a party to such rotation plan, the watermaster shall distribute the water according to such agreement.

This permit is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The use of water allowed herein may be made only at times when sufficient water is available to satisfy all prior rights, including prior rights for maintaining instream flows.

Completion of construction and application of the water shall be made within 20 years of the date of permit issuance. If beneficial use of permitted water has not been made before this date, the permittee may submit an application for extension of time, which may be approved based upon the merit of the application.

Within one year after making beneficial use of water, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner.

Issued

DRAFT - THIS IS **NOT** A PERMIT

E. Timothy Wallin, Water Rights Program Manager  
for Phillip C. Ward, Director  
Water Resources Department

Application S-87762 Water Resources Department  
Basin 2 Volume 26 WILLAMETTE R & TRIBS

PERMIT DRAFT  
16

EXHIBIT 2

ADOPTING ORDINANCES/RESOLUTIONS

RESOLUTION NO. 2012- 13

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
CREATING THE YAMHILL REGIONAL WATER AUTHORITY

**WHEREAS**, the City of McMinnville, a municipal corporation of the State of Oregon, acting by and through its Water & Light Commission (hereinafter MW&L), adopts legislative acts by way of resolutions and it is the intent and declaration of the MW&L that the action hereby taken, while entitled Resolution 2012- 13, constitutes and has the effect of an ordinance under ORS 190.085 and Oregon law. MW&L intends and considers the enactment of Resolution 2012- 13 to be legislative and permanent in nature; and

**WHEREAS**, the cities of Lafayette, Carlton, Dayton, and McMinnville, acting by and through its Water and Light Commission, have spent several months planning for future water supplies to meet the needs of their respective communities; and

**WHEREAS**, this regional planning effort resulted in an application to the State of Oregon to procure water rights from the Willamette River and such rights would be held and developed by a regional entity yet to be created; and

**WHEREAS**, the State of Oregon is now ready to issue permits for these rights to the regional water entity for the benefit of all municipal entities involved; and

**WHEREAS**, MW&L desires to enter into the Intergovernmental Agreement attached hereto as Exhibit A and incorporated by reference and being fully advised,

**NOW, THEREFORE, MW&L HEREBY RESOLVES:**

Section 1. Authority

This Resolution is enacted pursuant to ORS 190.010, 190.085, ORS 225.010 through 225.050 and McMinnville Charter.

Section 2. Purpose

Through this Intergovernmental Agreement (IGA), the MW&L intends to create an intergovernmental entity, to be called Yamhill Regional Water Authority, hereinafter, "the Commission." The IGA shall be between the City of McMinnville, acting by and through its Water and Light Commission; the City of

Carlton; the City of Dayton; and the City of Lafayette; collectively referred to as the "Parties."

The public purposes for which the Commission is created are to acquire, hold, manage, maintain, and develop water permits for appropriation of water from the Willamette River. Those water permits are the subject of a Proposed Final Order issued by the Oregon Water Resources Department on March 27, 2012.

### Section 3. Powers and Duties

In addition to those public purposes specified in the Intergovernmental Agreement and ORS190.003 to 190.265, the powers, duties, and function of the Commission shall include all powers, rights, and duties necessary for performing the functions of acquiring, holding, managing, maintaining, and developing water permits for appropriation of water from Willamette River. The powers, duties and functions are described in the Intergovernmental Agreement, on file in the office of MW&L.

### Section 4. Effective Date

The Intergovernmental Agreement shall be effective upon being executed by the governing bodies of each of the Parties thereto.

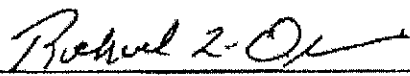
### Section 5. Execution

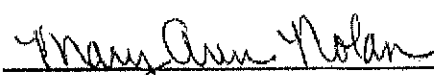
Execution of the Intergovernmental Agreement is hereby authorized and the General Manager shall transmit notice to the Oregon Secretary of State of the adoption of this Resolution, in accordance with ORS 190.085(2).

**PASSED** by the Water & Light Commission and **ACCEPTED** by the Mayor on the 20<sup>th</sup> Day of November, 2012.

**ACCEPTED:**

**ATTEST:**

  
Richard L. Olson, Mayor & Ex-Officio  
Member of the Water & Light Commission

  
Mary Ann Nolan, Clerk of the Water  
and Light Commission

**BEFORE THE CITY COUNCIL FOR THE  
CITY OF LAFAYETTE, OREGON**

**An Ordinance Forming an )  
Intergovernmental Entity to Administer and )                   ORDINANCE NO. 615  
Develop Willamette River Water Rights )**

**THE CITY COUNCIL (the "Council") OF THE CITY OF LAFAYETTE, OREGON**  
(the "City") sat for the transaction of City business on Thursday, November 8, 2012 at 6:30 p.m. in the Council Chambers at City Hall.

**WHEREAS**, the cities of Lafayette, Carlton, Dayton, and McMinnville, acting by and through its McMinnville Water and Light Commission, have spent several months planning for future water supplies to meet the needs of our respective communities; and

**WHEREAS**, this regional planning effort resulted in an application to the State of Oregon to procure regional water rights from the Willamette River and such rights would be held and developed by a regional entity yet to be created; and

**WHEREAS**, the State of Oregon is now ready to convey these rights to the regional water entity for the benefit of all cities involved.

**THE CITY OF LAFAYETTE, OREGON ORDAINS AS FOLLOWS:**

**Section 1. Authority**

This Ordinance is enacted pursuant to ORS 190.010, 190.085, and 221.410 and Chapter 2 of the Lafayette Charter.

**Section 2. Purpose**

Through this intergovernmental agreement (IGA), the City of Lafayette intends to create an intergovernmental entity, hereinafter, "the Commission." The IGA shall be between the City of McMinnville, acting by and through the McMinnville Water and Light Commission; the City of Carlton; the City of Dayton; and the City of Lafayette; collectively referred to as the "Parties."

The public purposes for which the Commission is created are to acquire, hold, manage, maintain, and develop water permits for appropriation of water from the Willamette River. Those water permits are the subject of a Proposed Final Order issued by the Oregon Water Resources Department on March 27, 2012.

**Section 3. Powers and Duties**

The powers, duties, and functions of the Commission shall include all powers, rights, and duties necessary for performing the functions of acquiring, holding, managing, maintaining, and developing water permits for appropriation of water from the Willamette River. The powers, duties, and functions are described in the IGA, on file in the office of the City Recorder.

**Section 4. Adoption**

The IGA, attached hereto as Exhibit A and incorporated herein by this reference, is adopted as an amendment to the Lafayette Municipal Code.

**Section 5. Effective Date**

The IGA shall be effective upon being executed by the governing bodies of each of the Parties to the IGA.

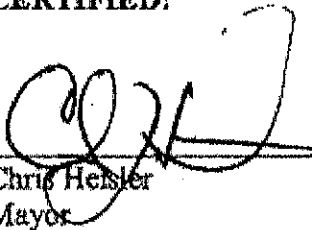
**Section 6. Execution**

Execution of the IGA is hereby authorized and the City Recorder shall transmit notice to the Oregon Secretary of State of the adoption of this Ordinance, in accordance with ORS 190.085(2).

**ADOPTED** by the City Council on the 8<sup>th</sup> Day of November, 2012.

**VOTE:** Ayes: 3 Nays: -0- Abstentions: -0- Absent: 3

**CERTIFIED:**

  
\_\_\_\_\_  
Chris Heisler  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
Melanie Maben  
Assistant to the City Administrator

**BEFORE THE CITY COUNCIL FOR THE  
CITY OF CARLTON, OREGON**

**An Ordinance Authorizing The Mayor to Sign the )  
Intergovernmental Agreement Forming the ) Ordinance No. 699  
Yamhill Regional Water Authority Commission )**

**WHEREAS**, the cities of Carlton, Lafayette, Dayton, and McMinnville, acting by and through its McMinnville Water and Light Commission, have spent several months planning for future water supplies to meet the needs of their respective communities; and

**WHEREAS**, this regional planning effort resulted in an application to the State of Oregon to procure regional water rights from the Willamette River and such rights would be held and developed by a regional entity ("Water Commission") to be created pursuant to the Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by this reference (the "Water Commission IGA"); and

**WHEREAS**, the State of Oregon is now ready to convey these rights to the Water Commission for the benefit of all cities involved; and

**WHEREAS**, the cities of Carlton, Lafayette, Dayton and McMinnville agree, pursuant to the terms of the Water Commission IGA, to seek, acquire, hold, manage and maintain water permits for appropriation of water from the Willamette River.

Now, Therefore, Be It Resolved, the City of Carlton, Oregon ordains as follows:

**Section 1. Authority**

This Ordinance is enacted pursuant to ORS 190.010, 190.085, and 221.410 and Chapter 2 of the Carlton City Charter.

**Section 2. Purpose**

Through the Water Commission IGA, the City of Carlton intends to create an intergovernmental entity, to be called Yamhill Regional Water Authority, hereinafter, "the Commission." The IGA shall be between the City of McMinnville, acting by and through the McMinnville Water and Light Commission; the City of Lafayette; the City of Dayton; and the City of Carlton; collectively referred to as the "Parties."

The public purposes for which the Commission is created are to acquire, hold, manage, maintain, and develop water permits for appropriation of water from the Willamette River. Those water permits are the subject of a Proposed Final Order issued by the Oregon Water Resources Department on March 27, 2012.

**Section 3. Powers and Duties**

The powers, duties, and functions of the Commission shall be as set forth in the Water Commission IGA. The powers, duties, and functions are described in the Water Commission IGA, on file in the office of the City Recorder.

**Section 4. Adoption**

The Water Commission IGA is adopted as an amendment to the Carlton Municipal Code.

**Section 5. Mayor Authorization**

The Mayor of the City of Carlton is hereby authorized to sign the Water Commission IGA in the form attached hereto as Exhibit A.

**Section 6. Effective Date; Emergency Clause**

Pursuant to Section 38 of the Carlton Charter of 2006, the Council finds it necessary for the peace, health, and safety of the City and its citizens that this ordinance take effect immediately upon its passage and execution by the Mayor and an emergency is therefore declared to exist. The Water commission IGA shall be effective upon being executed by the governing bodies of all of the Parties thereto.

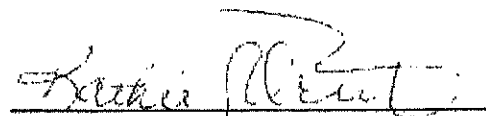
**Section 7. Notice of Adoption**

The City Recorder shall transmit notice to the Oregon Secretary of State of the adoption of this Ordinance, in accordance with ORS 190.085(2).

Adopted by the City Council on the 13<sup>th</sup> Day of November, 2012.

VOTE: Ayes: 2

Nays: 0

  
Kathie Oriet, Mayor

**ATTEST:**

  
Loreli Wright, City Recorder

ORDINANCE No. 612  
CITY OF DAYTON, OREGON

*An Ordinance Ratifying the Intergovernmental Agreement forming the Yamhill Regional Water Authority Commission Creating an Independent Entity Pursuant to ORS 190.085 and declaring an emergency*

WHEREAS, the Yamhill Regional Water Authority Commission (Commission) was created under ORS Chapter 190 which authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has the authority to provide, and that the agreement may provide that such functions and activities may be performed by an intergovernmental entity created by the agreement and governed by a board or commission appointed by, responsible to and acting on behalf of the units of local government that are parties to the agreement; and

WHEREAS, it is the intent of Commission members - City of McMinnville, a municipal corporation acting by and through McMinnville Water and Light Commission (MWL); the City of Carlton, a municipal corporation (Carlton); the City of Dayton, a municipal corporation (Dayton); and the City of Lafayette, a municipal corporation (Lafayette) that the Commission's public purpose is to seek, acquire, hold, manage and maintain water permit(s) for appropriation of water from the Willamette River; and

WHEREAS, it is the intent of the Commission members that the Commission be a separate entity by governmental agreement; and

WHEREAS, the powers, duties and functions of the Commission, in addition to other powers and duties specified in statute or elsewhere in the intergovernmental agreement (IGA), are to manage the business affairs and the tangible and intangible assets of the Commission that are transferred to or held by the Commission pursuant to the IGA; and

WHEREAS, there is an immediate need to enact the Yamhill Regional Water Authority to receive water rights pending issuance and therefore an emergency is declared.  
This Ordinance takes effect on the date of passage.

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

**Section 1:** The City of Dayton hereby ratifies the IGA creating the Commission.

**Section 2:** This ordinance will be effective on the date of passage by the City Council.

Date of first reading: November 19, 2012 In full \_\_\_\_\_ or by title only

Date of second reading: December 3, 2012 In full \_\_\_\_\_ or by title only

{00242871; 2 }

ADOPTED this 3<sup>rd</sup> day of December , 2012.

In Favor: Bixler, Blackburn, Evers, Frank, Utt, White

Opposed: None

Absent: Wytoski

Abstained: None



Jolie White,  
Mayor

12/5/12  
Date of Signing

ATTESTED BY:



Peggy Selberg,  
City Recorder

12/3/2012  
Date of Enactment

{00242371; 2}



EXHIBIT 4

WATER SALES AGREEMENT

[RESERVED FOR FUTURE USE]

# Department Reports



Department	Finance
Month	June
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. Requested this from US Bank, waiting for response.

**Activities this month:**

Sent audited financials to creditors.

Answered questions from first Budget Committee meeting.

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

Finished Financial Statements by due date. Completed financial review of statements.

Sent off Grant reimbursement requests to OBDD and OWRD. Sent invoice to Stellar J for costs incurred at Footbridge repair.

Started working on Property and Workers Comp insurance renewals.

Finished LB-1 for 2026-2027 Budget.

Three Accounts Payable check runs

**Plan for upcoming month:**

Prepare Financial Statements. Do financial review.

Distribute funds to DCDA from Code 1 checking.

Two Accountants Payable Check runs.

Finish Insurances update.

Utility Billing Clerks Performance Review.

Review Type B Permits for billing.

Department	Finance
Month	June
Year	2026

<b>Goal:</b>	Goal A : Infrastructure Resilience	<b>Status:</b>
<b>Strategy:</b>	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
<b>Title:</b>		
<b>Summary:</b>	No Activity	

<b>Goal:</b>	Goal C : Public Safety and Emergency Preparedness	<b>Status:</b>
<b>Strategy:</b>	C.1 Identify key public health and safety goals, and provide information, engagement opportunities, service funding options, and other necessary support.	In-Progress
<b>Title:</b>	Public Safety Local Option Levy	
<b>Summary:</b>	No Activity.	

<b>Goal:</b>	Goal D : Community Engagement, Communications, and Activities	<b>Status:</b>
<b>Strategy:</b>	D.2 Continue cooperation with and support of citizen-led committees to strengthen community participation and activities.	In-Progress
<b>Title:</b>	Disburse Code 1 Account Funds to DCDA	
<b>Summary:</b>	Working with US Bank to develop a plan for disbursement.	

<b>Goal:</b>	Goal E : Organizational Excellence and Public Service Enhancement	<b>Status:</b>
<b>Strategy:</b>	E.1 Improve City policies, infrastructure, and services through strategic planning and implementation.	In-Progress
<b>Title:</b>	Caselle System Training and Implementation	
<b>Summary:</b>	Started entering Merchant information when Vendor invoices are paid by credit card. This will make finding these vendor payments easier.	
	Attend training on cloud based versus localized servier. Develop recommendations for moving forward.	

Department	Library
Month	June
Year	2026

**Follow up from last month:**

In April the library checked out 365 items to patrons for first time use and renewed 319 items Planning for Summer Reading is ongoing. Participated in tour of facilities with Hacker team and Public Works. Accepted position as Presenter Directory Coordinator for the Children's Services Division (CSD) of the Oregon Library Association (OLA). 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 and accessibility of documents linked to site. 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 Stars & Stripes Celebration, Old TImers Weekend and National Night Out. Develop additional program for Summer Reading Program. Assist in coordination of class for students over the summer with PW and Deputy Twitchell about graphiti and vandalism. Finish work on tour app. Ongoing involment with the Hacker Architects facilities study. The flrst grade class from Dayton Grade School is coming to visit the library to learn more about the Summer Reading Program in June.

**Plan for upcoming month:**

Summer Reading Program begins the week of June 22nd and runs through August 13. Begin work in role as Presenter Directory Coordinator with CSD.

Department	Library
Month	June
Year	2026

<b>Goal:</b>	Goal D : Community Engagement, Communications, and Activities	<b>Status:</b>
<b>Strategy:</b>	D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement.	In-Progress
<b>Title:</b>	2026 Local Option Levy	
<b>Summary:</b>	Updating webpage with call volume information from YCSO (monthly). Adding/updating other information and redesigning as needed. Disseminating information to community through our website and social media channels to inform of events, meets, etc.	

<b>Goal:</b>	Goal E : Organizational Excellence and Public Service Enhancement	<b>Status:</b>
<b>Strategy:</b>	E.1 Improve City policies, infrastructure, and services through strategic planning and implementation.	In-Progress
<b>Title:</b>	Facilities Assessment Project	
<b>Summary:</b>	Accompanied Public Works and the team from Hacker on tours of the the buildings at City Hall and the Community Center.	

<b>Goal:</b>	Goal E : Organizational Excellence and Public Service Enhancement	<b>Status:</b>
<b>Strategy:</b>	E.3 Maintain financial oversight and enhance record management practices and policies.	In-Progress
<b>Title:</b>	Employee Handbook Update	
<b>Summary:</b>	Continue reviewing handbook for final edits prior to review by BEH.	

<b>Goal:</b>	Goal D : Community Engagement, Communications, and Activities	<b>Status:</b>
<b>Strategy:</b>	D.2 Continue cooperation with and support of citizen-led committees to strengthen community participation and activities.	Complete
<b>Title:</b>	City Wide Clean Up	
<b>Summary:</b>	Along with PW staff and the City Recorder worked the City Wide Clean Up event. Produced City Wide Garage Sale maps online and printed copies. Promoted all Clean Up events through website and social media channels.	

<b>Goal:</b>	Goal D : Community Engagement, Communications, and Activities	<b>Status:</b>
<b>Strategy:</b>	D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement.	In-Progress
<b>Title:</b>	Library Monthly Newsletter	
<b>Summary:</b>	One-page general interest monthly library newsletter is available in the library and in the red bin. Each month will feature an author, titles by same will be available for checkout in the library.	

<b>Goal:</b>	Goal D : Community Engagement, Communications, and Activities	<b>Status:</b>
<b>Strategy:</b>	D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement.	In-Progress
<b>Title:</b>	Summer Reading Program	
<b>Summary:</b>	Coordinate with all performers to provide the most appropriate sapcces 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 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 Softball Events on Sweeny.

**Activities this 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, Complete Wastewater Discharging until Fall, Training at Hwy 221 Liftstation for generator and pumps, Kickoff tour for Facilities project, Facilities tour for Budget and Council members, Assist with Annual Backflow Testing, Prep Cemetery for Memorial Day, Assist with Code Complaints. Schedule Bi-Annual Water System Inspection. Hang up Flower Baskets in Park.

**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, Schedule annual Leak Detection, Bi-Annual Water System Inspection, Staff Friday Nights, Complete Public Works Employee's Annual Reviews.

Department	Public Works
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.	Complete
Title:	Cinco & City Wide Clean Up Events	
Summary:	Set up Cinco Event and Parade, Staff City Wide Clean Up Event. Tear down and clean up from both events. Worked a minimum 5 hours at each event for Every Public Works Employee.	

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:	Complete Wastewater Discharging Until Fall	
Summary:	Complete Wastewater Discharging No Later Than 5-31-26 by 11:59pm as per Regulatory Permit.	

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:	Hwy 221 Project Update	
Summary:	Contractor turned in O&M Manuals for review. PW Staff received training on generator and pumps/pump controls. After manuals are reviewed the contractor will be given permission to start demolition of old pump station.	

Goal:	Goal E : Organizational Excellence and Public Service Enhancement	Status:
Strategy:	E.2 Foster and maintain a workforce and organizational culture that reflects the City's commitment to excellence.	Complete
Title:	Kickoff Tour for Facilities Project	
Summary:	Public Works took the team from Hacker around and toured the Annex (temporary City Hall) and the Community Center.	

Goal:	Goal A : Infrastructure Resilience	Status:
-------	------------------------------------	---------

<b>Strategy:</b>	A.1 Evaluate and implement options for a high-quality, stable, and ongoing water supply and distribution system.	Complete
<b>Title:</b>	Facilities Tour for Budget and Council Members	
<b>Summary:</b>	Jake took 6 members from the Budget Committee and Council on a Full Facilities Tour. They visited all City Properties and were given information about each location. Members had a chance to ask questions about locations. The tour is educational not only about infrastructure but about challenges and distances between resources. It shows just how much maintenance this department deals with year round.	

Department	Recorder
Month	June
Year	2026

**Follow up from last month:**

Completed: Completed tasks this month included updating the Elections page online, supporting Budget Meetings, and participating in the City Hall/Library facilities study. Staff also supported Councilor Teichroew during the Cinco de Mayo event and coordinated the City-wide clean-up event.

Additional completed projects included preparation and distribution of the Quarter 2 issue of Ferry Street News, planning for quarterly billing and invoicing, and working with the City Engineer to update and submit the Small Cities Allotment Grant by the deadline. Staff also attended Elections training with the Yamhill County Clerk's Office and participated in a Willamette Partnership workshop focused on Yamhill County tourism and economic development.

**Activities this month:**

Working on: Activities this month include the start of election processing, Ferry Street News print and mail deadlines, and News Register legal notice deadlines. Staff will also meet regarding TMDL requirements to ensure compliance with DEQ requirements for 2026, while continuing to catch up on documentation from May meetings. Deadline for August billing insert is June 9th (Councilor Mackin).

**Plan for upcoming month:**

Will be working on: Certification of Levy with Tax assessors office for city and URA. Certification with State Department of Administrative Services. File SEL 802 Notice with County Clerk's Office for Public Safety Levy. Submit SEL 801 Public Safety Levy Notice to Yamhill County Clerk's Office; publish notice in News Register.

Department	Recorder
Month	May
Year	2026

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

<b>Goal:</b>	Goal D : Community Engagement, Communications, and Activities	<b>Status:</b>
<b>Strategy:</b>	D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement.	In-Progress
<b>Title:</b>	Local Option Levy	
<b>Summary:</b>	Resolution 2025/26-24 Notice to City of Dayton voting residents of intent to have a public safety levy renewal on the ballot. SEL 801 by June 24. News Register legal notice of Public Safety Levy.	

<b>Goal:</b>	Goal A : Infrastructure Resilience	<b>Status:</b>
<b>Strategy:</b>	A.5 Monitor City planning and evaluation efforts to align infrastructure funding needs with available resources.	In-Progress
<b>Title:</b>	Processing Planning Fees	
<b>Summary:</b>	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.	

<b>Goal:</b>	Goal A : Infrastructure Resilience	<b>Status:</b>
<b>Strategy:</b>	A.1 Evaluate and implement options for a high-quality, stable, and ongoing water supply and distribution system.	Not Started
<b>Title:</b>	TMDL	
<b>Summary:</b>	Will be meeting with staff TMDL team to review DEQ requirements and set up goals and a timeline to achieve by November 1st.	


<b>Goal:</b>	Goal D : Community Engagement, Communications, and Activities	<b>Status:</b>
<b>Strategy:</b>	D.1 Ensure City communications are accessible, efficient, and effective in enhancing civic awareness and engagement.	In-Progress
<b>Title:</b>	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 – 6/1/26 meeting  
**Date:** 4/30/26

# MEMO

 **At a glance:**

 **Goal A: Infrastructure resilience**

Fisher Farms update

- City Council approved an amendment to our contract with GSI for well rehabilitation.
- Well rehab work began on Well 4. However, after multiple attempts, sand continued entering the well.
- At our May 18 project status meeting, we decided to halt further rehabilitation work on Well 4. The reason is that further rehabilitation work is likely to be unsuccessful without a significant investment in more time and money.
- Instead, we discussed the possibility of using some of the OWRD grant funds to drill a new well. Assuming we get started now, it's possible we could have the new well drilled by the end of the year. I will bring this back to City Council later this month for a fuller discussion.
- For now, we have directed all activities to Well 3. Rehabilitation work has improved well capacity. The well contractor is scheduled to conduct pump testing, which should conclude at the end of the week.
- GSI is preparing an estimate of the net impact to the project budget since we've removed some things (Well 4 testing and rehab) and we've added some things (coliform sampling). Once I have that information, I will share it with you.

Facilities study

- Our facilities study with Hacker Architects is underway.
- Hacker Architects held a kick-off meeting in May and followed that up with a site visit.
- We are scheduling staff interviews with Hacker Architects to develop facilities needs in more detail.

DEQ loan payment

- In June, we made our first payment on the DEQ loan, totaling \$105,004.

 **Goal B: Economic vitality and sustainable growth**

Bay House

- By now, I believe most of you have already heard that the Bay House has closed.

### **Goal C: Public safety and emergency preparedness**

- No significant items. See code enforcement list below.

### **Goal D: Community engagement, communications, and activities**

#### UrbanForm update

- With SEDCOR, distributed funding request letter to Yamhill County cities. This was to request their support in asking Yamhill County to continue funding UrbanForm with economic development grants. The alternative is for the cities to pay to continue this service themselves.
- I submitted a funding request letter to Yamhill County, along with letters from several of the other cities.

#### MWVCOG Budget Committee meeting

- The MWVCOG's Interim Executive Director asked me to serve on the GOG's Budget Committee, and I agreed.
- I participated in a Budget Committee work session on May 5, along with the regular meeting on May 20.

#### MWVCOG planning meeting

- The MWVCOG Interim Executive Director, our Contract Planner, and I held a lunch meeting on May 22.
- The purpose of that meeting was to share updates on current planning activities, as well as discuss goals for the upcoming fiscal year.

#### Budget Committee tour

- On May 18, staff and I held a city facilities tour for new Budget Committee members, as well as City Councilors who have not yet toured all city facilities.

#### New Planning Commissioner orientation

- Rocio and I oriented new Planning Commissioner, Katrina Wiegand, to her role on June 1.

### **Goal E: Organizational excellence and public service enhancement**

#### Council goal setting follow up

- I will synthesize the goals and priorities that you developed at your May 1 annual goal setting session.
- I will then put that synthesis in resolution format for a vote by City Council.
- The approved resolution will serve as the City Council's tactical plan over the next 12 months.

#### Annual financial statement engagement

- Rob and I met with a firm to discuss the possibility of their preparing our annual financial statements.

- Currently, our external auditor, REDW, both prepares and audits our annual financial statements.
- Having a separate firm perform this service results in a separation of the preparation and audit functions. It would also give Rob the chance to work one-on-one with the firm to learn how to prepare the statements himself.
- We received a quote. We're evaluating if it would be cost-effective to proceed with this additional service based on the savings we would receive from REDW not having to prepare the annual financials.

Planning/building fee updates

- With MWVCOG and Newberg Building Department, I have started work on a new fee schedule for planning and building fees.

**Code enforcement cases closed (since March)**

#	Topic	Location	Date Entered	Date Closed
1	Parking in Public Right-of-Ways	I Palmer Lane Dayton OR	5/20/2026	5/20/2026
2	Storing RVs, Trailers, Boats, Trucks, and Vehicles	Ferry Street Dayton OR	5/5/2026	5/12/2026
3	Parking in Public Right-of-Ways	½ 7 <sup>th</sup> Street Dayton OR	5/5/2026	5/5/2026
4	Storing RVs, Trailers, Boats, Trucks, and Vehicles	ton OR	4/22/2026	4/29/2026
5	Other	ton OR	4/28/2026	4/29/2026
6	Tall Grass and Weeds	5 <sup>TH</sup> ST DAYTON OR 97114	4/28/2026	4/29/2026
7	Barking Dogs	Joel Palmer Way Dayton OR	4/22/2026	4/29/2026
8	Parking in Public Right-of-Ways	4 <sup>TH</sup> ST DAYTON OR 97114	4/28/2026	4/28/2026
9	Parking in Public Right-of-Ways	FERRY ST DAYTON 97114	4/28/2026	4/28/2026
10	Burning	TON OR 0	4/23/2026	4/23/2026
11	Noise	ton OR	4/22/2026	4/22/2026
12	Other	ton OR	4/22/2026	4/22/2026
13	Barking Dogs	BERRY PL DAYTON OR 97114	4/7/2026	4/13/2026
14	Burning	DAYTON OR 0	4/13/2026	4/13/2026
15	Junk	Joel Palmer Way Dayton OR	3/30/2026	4/7/2026
16	Burning	FERRY ST DAYTON OR 97114	3/27/2026	3/27/2026

### Open code enforcement complaints

#	Topic	Address	Date Entered
1	Animals	Joel Palmer Way Dayton OR	6/1/2026
2	Tall Grass and Weeds	8TH ST DAYTON OR 97114	6/1/2026
3	Attractive Nuisance	0 CHURCH ST DAYTON OR 97114	6/1/2026
4	Tall Grass and Weeds	8TH ST DAYTON OR 97114	6/1/2026
5	Parking in Public Right-of-Ways	Church St Dayton OR	5/20/2026
6	Tall Grass and Weeds	MAPLE ST DAYTON OR 97114	5/20/2026
7	Inoperable Vehicles	ton OR	5/20/2026
8	Building Without a Permit	9TH ST DAYTON OR 97114	5/20/2026
9	Other	MILL ST DAYTON OR 97114	5/18/2026
10	Parking in Public Right-of-Ways	8th Street Dayton OR	5/12/2026
11	Storing RVs, Trailers, Boats, Trucks, and Vehicles	RODEO DR DAYTON OR 97114	5/12/2026
12	Tall Grass and Weeds	Joel Palmer Way Dayton OR	5/12/2026
13	Barking Dogs	Joel Palmer Way Dayton OR	5/12/2026
14	Junk	ton OR	5/12/2026
15	Inoperable Vehicles	Joel Palmer Way Dayton OR	5/12/2026
16	Inoperable Vehicles	Rodeo Drive Dayton OR	5/12/2026
17	Inoperable Vehicles	Countryside Court Dayton OR	5/12/2026
18	Inoperable Vehicles	MILL ST DAYTON OR 97114	5/12/2026
19	Burning	ASH ST B DAYTON OR 97114	5/7/2026
20	Animals	MILL ST DAYTON OR 97114	4/22/2026
21	Junk	2nd Street Dayton OR	4/22/2026
22	Inoperable Vehicles	Howard Jordan Loop Dayton OR	4/22/2026
23	Barking Dogs	8TH ST DAYTON OR 97114	4/22/2026
24	Storing RVs, Trailers, Boats, Trucks, and Vehicles	Howard Jordan Loop Dayton OR	4/22/2026
25	Parking in Public Right-of-Ways	Howard Jordan Loop Dayton OR	3/16/2026
26	Parking in Public Right-of-Ways	Howard Jordan Loop Dayton OR	3/16/2026
27	Junk	MAPLE ST DAYTON OR 97114	3/16/2026
28	Storing RVs, Trailers, Boats, Trucks, and Vehicles	FLOWER LN DAYTON OR 97114	3/11/2026
29	Barking Dogs	Countryside Ct DAYTON OR 97114	3/11/2026
30	Junk	erry St Dayton OR 97114	3/3/2026
31	Building Without a Permit	COUNTRYSIDE CT Dayton OR	2/23/2026
32	Business Registration	ton OR	2/11/2026
33	Junk	MAPLE ST DAYTON OR 97114	2/9/2026
34	Junk	MAPLE ST DAYTON OR 97114	2/9/2026
35	Zoning	5 FERRY ST 13 DAYTON OR 97114	1/26/2026
36	Storing RVs, Trailers, Boats, Trucks, and Vehicles	SE Palmer Ln Dayton OR	1/12/2026

#	Topic	Address	Date Entered
37	Junk	1ST ST DAYTON OR 97114	11/12/2025
38	Junk	2ND STREET Dayton OR 97114	11/12/2025
39	Junk	0 ASH ST DAYTON OR 97114	11/12/2025
40	Junk	FERRY ST DAYTON OR 97114	11/12/2025
41	Junk	ALDER ST Dayton OR 97114	11/12/2025
42	Junk	ALDER STREET Dayton OR	11/12/2025
43	Junk	ALDER ST DAYTON OR 97114	11/12/2025
44	Junk	MILL STREET Dayton OR 97114	11/12/2025
45	Property Management	Joel Palmer Way Dayton OR	9/15/2025
46	Property Management	Oak Street Dayton OR	9/11/2025
47	Business Registration	SE Palmer Ln Dayton OR	9/9/2025
48	Property Management	Oak Street Dayton OR	9/8/2025
49	Storing RVs, Trailers, Boats, Trucks, and Vehicles	Joel Palmer Way Dayton OR 97114	9/3/2025
50	Tall Grass and Weeds	CHURCH ST DAYTON OR 97114	9/3/2025
51	Parking in Public Right-of-Ways	MAIN ST DAYTON OR 97114	7/7/2025
52	Tall Grass and Weeds	MILL ST DAYTON OR 97114	6/9/2025

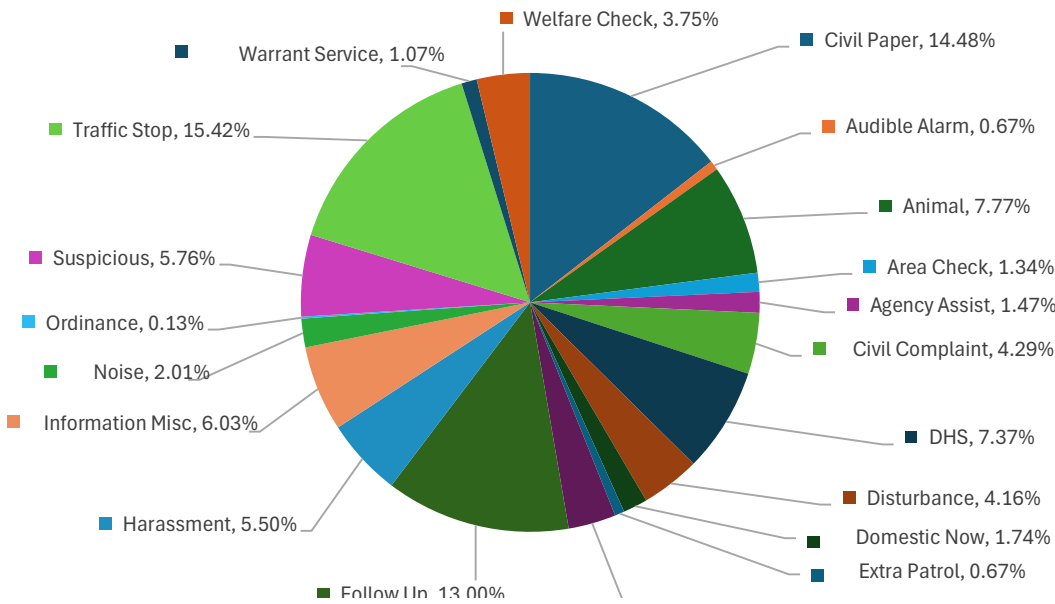


2025-2026

5/6/2026

	CALLS	CASES	City Deputy	City / Rural	Total	CALLS	CASES	City Deputy	City / Rural	Total	
July	125	21	16	6	103	January	94	33	25	7	62
August	138	31	31	11	96	February	103	23	21	3	79
September-Revised	150	26	43	13	94	March	120	29	35	3	82
October	105	33	28	10	67	April	116	31	26	4	86
November	92	17	27	2	63	May					
December	106	30	23	7	76	June					

	Total Calls	July	August	September	October	November	December	January	February	March	April	May	June
Civil Paper	108	18	17	6	3	15	8	11	15	7	8		
Audible Alarm	5	1		1			1			1	1		
Animal	58	6	9	3	5	6	5	4	6	6	8		
Area Check	10	4			1			2	2		1		
Agency Assist	11	2		2	2	1	2		1	1			
Civil Complaint	32	9	5	4	1	2	3	2	1	3	2		
DHS	55	1	12	3	3		5	6	5	7	13		
Disturbance	31	3	5	6	1	3	3		4	4	2		
Domestic Now	13	2	3		2	1	1	2		2			
Extra Patrol	5	3	1		1								
Field Investigation	25	1	5	4	3	1	3	1	2	3	2		
Follow Up	97	4	7	16	9	10	9	15	9	11	7		
Harassment	41	6	8	6		1	5	2	4	4	5		
Information Misc	45	5	5	6	3	3	2	2	8	7	4		
Noise	15	1	1			1	5		1	2	4		
Ordinance	1						1						
Suspicious	43	6	3	7	9	2	1	5	3	4	3		
Traffic Stop	115	7	14	17	12	10	11	10	7	12	15		
Warrant Service	8	2		1	2					1	2		
Welfare Check	28	5		4	1	5	4	2	3	2	2		



Yamhill County Sheriff's Office  
 Sam Elliott, Sheriff  
 535 NE 5th Street, Rm 143  
 McMinnville, OR 97128  
 (503) 434-7506

Dayton CFS  
April 2026

Incident	Case Numbers	Units	Priority	Problem	Agency	Address	City	Response Date
MNP-26-008543	26YC0871	331, 337, G105	3	TRAFFIC STOP	LAW	CHURCH ST	DAYTON	4/1/2026 14:38
MNS-26-006760		337	1	ALARM AUDIBLE	LAW	Main St	DAYTON	4/1/2026 10:22
MNS-26-006767					LAW	rd St	DAYTON	4/1/2026 12:12
MNS-26-006788					LAW	Howard Jordan Loop / Se Fletcher Rd	DAYTON	4/1/2026 14:26
MNS-26-006789					LAW	th St	DAYTON	4/1/2026 14:31
MNS-26-006807		337	2	CIVIL PAPER	LAW	th St	DAYTON	4/1/2026 18:09
MNS-26-006829		337	2	CIVIL PAPER	LAW	th St	DAYTON	4/2/2026 9:37
MNS-26-006830	26YC0874	304, 337, 341	1	WARRANT SERVICE	LAW	Alder St	DAYTON	4/2/2026 9:44
MNS-26-006847		337	1	RECKLESS DRIVER	LAW	Ferry St	DAYTON	4/2/2026 12:53
MNS-26-006907		330, 337	2	NOISE	LAW	Mill St	DAYTON	4/3/2026 6:51
MNS-26-007003	26YC0893	315, 317, 318, 319, 340	1	WARRANT SERVICE	LAW	Flower Ln	DAYTON	4/3/2026 21:42
MNS-26-007007	26YC0894	315, 319, 340	1	RESTRAINING ORDER VIOL NOW	LAW	nd St	DAYTON	4/3/2026 23:09
MNS-26-007014		315, 329, 340	3	FIELD INVESTIGATION	LAW	Ash St	DAYTON	4/4/2026 3:18
MNS-26-007048		326, 334, 341, 608	1	RECKLESS DRIVER	LAW	th St / Ferry St	DAYTON	4/4/2026 14:48
MNS-26-007049					LAW	Ash St	DAYTON	4/4/2026 14:59
MNS-26-007107		339, BCAST2	1	RECKLESS DRIVER	LAW	Church St	DAYTON	4/5/2026 11:52
MNS-26-007119		320, 321, 332	1	SUICIDAL	LAW	Ferry St	DAYTON	4/5/2026 15:31
MNS-26-007122		607	2	CIVIL PAPER	LAW	Flower Ln	DAYTON	4/5/2026 16:15
MNS-26-007132		305	2	CIVIL PAPER	LAW	Church St	DAYTON	4/5/2026 19:26
MNS-26-007137		305	4	FOLLOW UP	LAW	Ferry St	DAYTON	4/5/2026 20:17
MNS-26-007141		305	1	DISTURBANCE	LAW	Ferry St	DAYTON	4/5/2026 20:30
MNS-26-007206					LAW	Alder St	DAYTON	4/6/2026 14:35
MNS-26-007254		326	2	CIVIL PAPER	LAW	FLOWER LN	DAYTON	4/6/2026 18:58
MNS-26-007263		323, 326	1	COVER	LAW	Ferry St / th St	DAYTON	4/6/2026 22:01
MNS-26-007304		337	2	ANIMAL NUISANCE	LAW	BERRY PL	DAYTON	4/7/2026 13:30
MNS-26-007310		337	3	FIELD INVESTIGATION	LAW	Ash St	DAYTON	4/7/2026 14:03
MNS-26-007316	26YC0918	337	2	CIVIL COMPLAINT	LAW	Ferry St	DAYTON	4/7/2026 15:15
MNS-26-007333		337	4	FOLLOW UP	LAW	Ferry St	DAYTON	4/7/2026 17:53
MNS-26-007342		310	2	SUSPICIOUS	LAW	Ferry St	DAYTON	4/7/2026 19:52
MNS-26-007370		INFO5	6	INFORMATION MISC	LAW	FERRY ST	DAYTON	4/8/2026 8:37
MNS-26-007417		338	2	CIVIL PAPER	LAW	rd St	DAYTON	4/8/2026 15:01
MNS-26-007427		337	3	TRAFFIC STOP	LAW	Ash St	DAYTON	4/8/2026 16:27
MNS-26-007432					LAW	Alder St	DAYTON	4/8/2026 17:09
MNS-26-007480		337	4	FOLLOW UP	LAW	Palmer Ln	DAYTON	4/9/2026 13:00
MNS-26-007482		337	2	SUSPICIOUS	LAW	Mill St	DAYTON	4/9/2026 13:05
MNS-26-007497		312, 337, 341	3	TRAFFIC STOP	LAW	Ferry St	DAYTON	4/9/2026 15:17
MNS-26-007504		337	3	TRAFFIC STOP	LAW	ASH ST / TH ST	DAYTON	4/9/2026 15:56
MNS-26-007508		337	3	TRAFFIC STOP	LAW	Se Wallace Rd / Se Neck Rd	DAYTON	4/9/2026 16:11
MNS-26-007571					LAW	Alder St	DAYTON	4/10/2026 11:33
MNS-26-007658		326	2	NOISE	LAW	Ferry St	DAYTON	4/11/2026 16:30
MNS-26-007700		320	4	ASSIST PUBLIC	LAW	Berry Pl	DAYTON	4/12/2026 10:48
MNS-26-007701		320	2	ANIMAL NUISANCE	LAW	JOEL PALMER WY	DAYTON	4/12/2026 10:55
MNS-26-007717		320	1	TRF COLLISION NON INJ	LAW	th St / Main St	DAYTON	4/12/2026 14:52
MNS-26-007730		305	2	ANIMAL NUISANCE	LAW	-/ TH ST	DAYTON	4/12/2026 18:16
MNS-26-007733					LAW	Ferry St	DAYTON	4/12/2026 18:44
MNS-26-007787		320	2	PREM UNSECURE	LAW	JOEL PALMER WY	DAYTON	4/13/2026 11:43
MNS-26-007817		320	2	SUSPICIOUS	LAW	Mill St	DAYTON	4/13/2026 16:50
MNS-26-007835		339	3	TRAFFIC STOP	LAW	rd St / Mill St	DAYTON	4/13/2026 21:33
MNS-26-007837		326, 339	3	TRAFFIC STOP	LAW	rd St / Main St	DAYTON	4/13/2026 21:42
MNS-26-007870		337	3	TRAFFIC STOP	LAW	th St / Ferry St	DAYTON	4/14/2026 12:45
MNS-26-007872		337	4	DETAIL	LAW	Ferry St	DAYTON	4/14/2026 13:18
MNS-26-007933	26YC0974	336	4	DHS	LAW	st St	DAYTON	4/15/2026 7:01
MNS-26-007967	26YC0987		4	DHS	LAW	MAIN ST	DAYTON	4/15/2026 11:23
MNS-26-007970	26YC0989	313	4	DHS	LAW	Kallapuya St	DAYTON	4/15/2026 11:24

Dayton CFS  
April 2026

Incident	Case Numbers	Units	Priority	Problem	Agency	Address	City	Response Date
MNS-26-007974		337	2	ANIMAL NUISANCE	LAW	-/ TH ST	DAYTON	4/15/2026 12:25
MNS-26-007980	26YC0993	313	4	DHS	LAW	Main St	DAYTON	4/15/2026 13:37
MNS-26-008002	26YC0999	313	4	DHS	LAW	Ash St	DAYTON	4/15/2026 16:23
MNS-26-008003	26YC1000	313	4	DHS	LAW	Water St	DAYTON	4/15/2026 16:24
MNS-26-008037	26YC1010	313	4	DHS	LAW	Ash St	DAYTON	4/16/2026 8:03
MNS-26-008057	26YC1019	337	2	HARASSMENT	LAW	Ferry St	DAYTON	4/16/2026 9:46
MNS-26-008066		337	2	ANIMAL NUISANCE	LAW	-/ TH ST	DAYTON	4/16/2026 10:26
MNS-26-008081	26YC1031		4	DHS	LAW	Main St	DAYTON	4/16/2026 11:55
MNS-26-008090	26YC1036		4	DHS	LAW	Rodeo Dr	DAYTON	4/16/2026 12:53
MNS-26-008100		337	2	ANIMAL NUISANCE	LAW	th St	DAYTON	4/16/2026 13:44
MNS-26-008104	26YC1043	313	4	DHS	LAW	Mill St	DAYTON	4/16/2026 13:49
MNS-26-008131		337	4	FOLLOW UP	LAW	th St	DAYTON	4/16/2026 15:28
MNS-26-008163		315	1	WELFARE CHECK	LAW	th St	DAYTON	4/17/2026 2:58
MNS-26-008176		337	4	FOLLOW UP	LAW	Ferry St	DAYTON	4/17/2026 9:21
MNS-26-008177		337	4	FOLLOW UP	LAW	th St	DAYTON	4/17/2026 9:27
MNS-26-008210		313	4	DHS	LAW	Marion Ct	DAYTON	4/17/2026 14:50
MNS-26-008217		305	3	TRAFFIC STOP	LAW	th St / Church St	DAYTON	4/17/2026 16:27
MNS-26-008225		337	1	WELFARE CHECK	LAW	nd St	DAYTON	4/17/2026 17:23
MNS-26-008263		305	6	INFORMATION MISC	LAW	Ferry St	DAYTON	4/18/2026 9:20
MNS-26-008275	26YC1073	305, 326	1	DISTURBANCE	LAW	Se Neck Rd	DAYTON	4/18/2026 12:46
MNS-26-008291		305	2	HARASSMENT	LAW	th St	DAYTON	4/18/2026 17:06
MNS-26-008385		303	3	TRAFFIC STOP	LAW	rd St / Ferry St	DAYTON	4/20/2026 7:06
MNS-26-008418		303	3	TRAFFIC STOP	LAW	Se Fletcher Rd / Howard Jordan Loop	DAYTON	4/20/2026 12:35
MNS-26-008432		315, 328, 335, COS2	4	ASSIST PUBLIC	LAW	Water St	DAYTON	4/20/2026 14:13
MNS-26-008477	26YC1101		4	DHS	LAW	st St	DAYTON	4/21/2026 7:31
MNS-26-008542	26YC1110	341	1	DRIVING UNDER INTOXICATION	LAW	th St	DAYTON	4/21/2026 21:25
MNS-26-008560		DPWKS	6	INFORMATION MISC	LAW	Ferry St	DAYTON	4/22/2026 9:05
MNS-26-008570					LAW	Ferry St	DAYTON	4/22/2026 10:35
MNS-26-008572		315, 340	2	CIVIL COMPLAINT	LAW	Church St	DAYTON	4/22/2026 10:45
MNS-26-008592		340	4	FOLLOW UP	LAW	th St	DAYTON	4/22/2026 15:14
MNS-26-008600		340, INFO	2	ANIMAL NUISANCE	LAW	th St	DAYTON	4/22/2026 17:19
MNS-26-008623					LAW	Ferry St	DAYTON	4/23/2026 7:29
MNS-26-008692		320, 325, 339	1	TRESPASS NOW	LAW	Flower Ln	DAYTON	4/23/2026 21:20
MNS-26-008787	26YC1133	INFO	1	DRIVING UNDER INTOXICATION	LAW	th St	DAYTON	4/25/2026 14:16
MNS-26-008810		339	3	TRAFFIC STOP	LAW	nd St / Ferry St	DAYTON	4/25/2026 20:09
MNS-26-008812		339	3	TRAFFIC STOP	LAW	rd St / Church St	DAYTON	4/25/2026 20:25
MNS-26-008843		607	2	CIVIL PAPER	LAW	Kallapuya St	DAYTON	4/26/2026 12:00
MNS-26-008845		607	2	CIVIL PAPER	LAW	Ferry St	DAYTON	4/26/2026 12:09
MNS-26-008920		303	3	TRAFFIC STOP	LAW	-BLK ASH ST	DAYTON	4/27/2026 12:30
MNS-26-008940					LAW	Ash St	DAYTON	4/27/2026 16:01
MNS-26-008942		BCAST5	1	RECKLESS DRIVER	LAW	Se Kreder Rd	DAYTON	4/27/2026 17:10
MNS-26-008943		315, 330	2	NOISE	LAW	Mill St	DAYTON	4/27/2026 17:27
MNS-26-008946			2	NOISE	LAW	Mill St	DAYTON	4/27/2026 19:00
MNS-26-008956		341	1	COVER	LAW	Oak St / rd St	DAYTON	4/27/2026 23:01
MNS-26-008964		342	2	TRAFFIC HAZARD	LAW	th St / Ash St	DAYTON	4/28/2026 4:53
MNS-26-008981					LAW	Ferry St	DAYTON	4/28/2026 10:46
MNS-26-009000		802	4	DETAIL	LAW	Ferry St	DAYTON	4/28/2026 13:14
MNS-26-009005		315	2	HARASSMENT	LAW	Mill St	DAYTON	4/28/2026 14:36
MNS-26-009019		315	6	INFORMATION MISC	LAW	Mill St	DAYTON	4/28/2026 17:18
MNS-26-009034		341	3	TRAFFIC STOP	LAW	Cindy Ln / Church St	DAYTON	4/28/2026 23:38
MNS-26-009067	26YC1174	305	2	CURFEW VIOLATION	LAW	Ferry St	DAYTON	4/29/2026 12:21
MNS-26-009069		802	4	DETAIL	LAW	Ferry St	DAYTON	4/29/2026 12:49
MNS-26-009086		COS	1	BEHAVIORAL HEALTH CONCERN	LAW	Alder St	DAYTON	4/29/2026 14:42
MNS-26-009087		305	2	ANIMAL NUISANCE	LAW	Ash St	DAYTON	4/29/2026 14:52

Dayton CFS  
 April 2026

<u>Incident</u>	<u>Case Numbers</u>	<u>Units</u>	<u>Priority</u>	<u>Problem</u>	<u>Agency</u>	<u>Address</u>	<u>City</u>	<u>Response Date</u>
MNS-26-009091					LAW	Alder St	DAYTON	4/29/2026 15:14
MNS-26-009092	26YC1180	336	4	DHS	LAW	Ferry St	DAYTON	4/29/2026 15:31
MNS-26-009103		318	2	HARASSMENT	LAW	Mill St	DAYTON	4/29/2026 17:18
MNS-26-009108		320	2	HARASSMENT	LAW	Mill St	DAYTON	4/29/2026 18:13
MNS-26-009112		320	2	CRIMINAL MISCHIEF	LAW	st St / Ferry St	DAYTON	4/29/2026 19:00
MNS-26-009131		325	2	AREA CHECK	LAW	Ferry St	DAYTON	4/30/2026 2:27
	26YC1186							
	,							
MNS-26-009133	26YC1187	325	2	HIT AND RUN	LAW	rd St	DAYTON	4/30/2026 3:01
MNS-26-009201		606	2	CRIMINAL MISCHIEF	LAW	ASH ST / FLOWER LN	DAYTON	4/30/2026 19:18

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	108,766	400		0	54,082	554,144	717,392

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	8,421.88	62.00			6,000.79	59,138.17	73,622.84
Sewer Amount	5,248.10				3,230.25	62,001.24	70,479.59
Misc Amount						616.59	616.59
Backflow Amount	90.00			60.00	270.00	1,320.00	1,740.00
NSFCheck Amount	36.00						36.00
Late Charg Amount	60.00					1,520.00	1,580.00
<b>Total Charges:</b>	<b>13,855.98</b>	<b>62.00</b>		<b>60.00</b>	<b>9,501.04</b>	<b>124,596.00</b>	<b>148,075.02</b>

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	21,865.54	95.00			8,742.95	146,455.37	177,158.86
Payments	10,397.22-				5,909.10-	100,331.09-	116,637.41-
Contract Adjustments							
Assistance Applied							
Deposits Applied	150.00-					246.00-	396.00-
Interest Applied							
Balance Transfers							
Balance Write-offs							
Reallocations							
<b>Total Charges</b>	<b>13,855.98</b>	<b>62.00</b>		<b>60.00</b>	<b>9,501.04</b>	<b>124,596.00</b>	<b>148,075.02</b>
<b>Current Balance:</b>	<b>25,174.30</b>	<b>157.00</b>		<b>60.00</b>	<b>12,334.89</b>	<b>170,474.28</b>	<b>208,200.47</b>

Year To Date: 07/01/2024 - 05/31/2025

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	1,338,931	95,500	0		633,371	6,843,340	8,911,143

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	103,471.94	3,361.87			69,341.29	689,607.05	865,782.15
Sewer Amount	54,331.27				29,714.02	598,436.22	682,481.51
Misc Amount						3,639.26	3,639.26
Backflow Amount	240.00			60.00	300.00	3,960.00	4,560.00
NSFCheck Amount	108.00					684.00	792.00
Late Charg Amount	520.00	30.00			30.00	13,760.00	14,340.00
<b>Total Charges:</b>	<b>158,671.21</b>	<b>3,391.87</b>		<b>60.00</b>	<b>99,385.31</b>	<b>1,310,086.53</b>	<b>1,571,594.92</b>

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	159,550.03-	4,079.87-		90.00-	97,193.32-	1,279,917.33-	1,540,830.55-
Contract Adjustments						321.51-	321.51-
Assistance Applied							
Deposits Applied	450.00-					4,520.70-	4,970.70-

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	158,671.21	3,391.87	-	60.00	99,385.31	1,310,086.53	1,571,594.92
Current Balance:	25,174.30	157.00	-	60.00	12,334.89	170,474.28	208,200.47

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	118,783	5,300	0	0	49,242	581,132	754,457
Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	9,582.58	209.00	-	-	5,789.43	63,482.66	79,063.67
Sewer Amount	7,990.76	-	-	-	3,843.93	73,365.15	85,199.84
PSF Amount	2,887.06	-	-	-	632.50	10,810.51	14,330.07
Stormwater Amount	-	-	-	-	-	-	-
Debt Amount	-	-	-	-	-	-	-
Misc Amount	-	-	-	-	-	930.00	930.00
Backflow Amount	270.00	-	-	90.00	660.00	2,970.00	3,990.00
NSFCheck Amount	-	-	-	-	-	-	-
Late Charg Amount	40.00	10.00	-	-	-	1,160.00	1,210.00
Total Charges:	20,770.40	219.00	-	90.00	10,925.86	152,718.32	184,723.58

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	20,772.94	153.00	-	-	10,402.87	177,364.37	208,693.18
Payments	18,169.22-	100.00-	-	-	7,329.46-	123,278.23-	148,876.91-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	626.71-	626.71-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	20,770.40	219.00	-	90.00	10,925.86	152,718.32	184,723.58
Current Balance:	23,374.12	272.00	-	90.00	13,999.27	206,177.75	243,913.14

Year To Date: 07/01/2025 - 05/31/2026

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	1,270,919	14,000	0	1	565,307	6,836,126	8,686,353
Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	100,068.98	870.00	-	-	66,196.39	704,287.42	871,422.79
Sewer Amount	77,995.32	-	-	-	38,601.15	735,881.08	852,477.55
PSF Amount	14,423.86	-	-	-	3,121.60	53,866.88	71,412.34
Stormwater Amount	-	-	-	-	-	-	-
Debt Amount	-	-	-	-	-	-	-
Misc Amount	30.00	-	-	-	-	5,056.83	5,086.83
Backflow Amount	270.00	-	-	90.00	660.00	2,970.00	3,990.00
NSFCheck Amount	-	-	-	-	-	504.00	504.00
Late Charg Amount	450.00	30.00	-	-	110.00	14,840.26	15,430.26
Total Charges:	193,238.16	900.00	-	90.00	108,689.14	1,517,406.47	1,820,323.77

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	186,561.72-	898.88-	-	90.00-	106,892.61-	1,464,653.57-	1,759,096.78-
Contract Adjustments	-	-	-	-	-	254.61-	254.61-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	183.00-	-	-	-	6,135.89-	6,318.89-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	227.88	-	-	227.88-	-	-
Balance Write-offs	-	-	-	-	-	10.47-	10.47-
Reallocations	-	-	-	-	-	-	-
Total Charges	193,238.16	900.00	-	90.00	108,689.14	1,517,406.47	1,820,323.77
Current Balance:	<u>23,374.12</u>	<u>272.00</u>	<u>-</u>	<u>90.00</u>	<u>13,999.27</u>	<u>206,177.75</u>	<u>243,913.14</u>