

**AGENDA  
CITY OF DAYTON  
CITY COUNCIL SPECIAL SESSION MEETING**

**DATE:** MONDAY, JUNE 15, 2026  
**TIME:** 6:35 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/ag04326oqcY?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	
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**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).

- 9. Approval of Resolution 2025/26-29 Declaring the City of Dayton’s Election to Receive State Revenues for Fiscal Year 2026/2027-30 Authorizing Year End Transfer of Funds in the FY 2026/2027 Budget 143-146
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**F. CITY COUNCIL COMMENTS AND CONCERNS**

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- 1. Acceptance of City Manager resignation

**H. ADJOURN**

Posted: June 12, 2026

By: Rocio Vargas, City Recorder

**NEXT MEETING**

**July 13, 2026, Regular Session Meeting**

**August 3, 2026, Regular Session Meeting**

*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.

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**MINUTES  
DAYTON CITY COUNCIL  
REGULAR SESSION  
JUNE 1, 2026**

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

**ABSENT:** Councilor Colt Wilkins

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

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

Mayor Frank called the meeting to order at 6:45pm.

**B. ROLL CALL**

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

**C. APPEARANCE OF INTERESTED CITIZENS**

Hank Evers, Dayton resident, discussed water billing comparative with other cities and noted that Lafayette had lower water bills while using McMinnville Water and Light water services. He questioned why the Fisher Farms wells had not been brought online since the property was purchased. He also stated that when he was a council member, they did implement yearly increases and didn't understand where the city fell behind.

City Manager will be in contact with Mr. Evers to respond to his questions.

Steve Hopper, Dayton resident, appeared to request a donation from the City for the annual Old Timers Weekend Fire District Chicken BBQ dinner fundraiser. Stated that he would like to have the request on the next agenda.

VFW Rebeca Wallis, Newberg resident, and Juan Palacios, Dayton resident, shared with council the upgrades they are making to the flags and flag poles that they place around Courthouse Square Park. They stated that the local Scout Troops have volunteered to place the flags around the park

on memorial dates. They requested from the city donation for cotton flags, conduit poles, poles sleeves to be placed in the holes around the park and new holes to be drilled into the sidewalk.

**D. CONSENT AGENDA**

- 1. Financial Summary**
- 2. March Financial Statement**
- 3. May 4, 2026, Joint Session Minutes**
- 4. May 4, 2026, Regular Meeting Minutes**

**KITTY MACKIN MOVED TO APPROVE THE CONSENT AGENDA. SECOND BY DREW HILDEBRANDT.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, and Teichroew voting aye. Councilor Wilkins was absent.

**E. PUBLIC HEARINGS**

- 1. *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.***

Mayor Frank opened the public hearing at 7:10pm

No comments.

Mayor Frank closed the public hearing at 7:11pm

- 2. *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.***
  - a) State alcohol taxes - \$46,000***
  - b) State cigarette taxes - \$1,400***
  - c) State marijuana taxes - \$4,000***
  - d) State revenue sharing - \$46,000***

Mayor Frank opened the public hearing at 7:11pm

No comments

Mayor Frank closed the public hearing at 7:12pm

**F. ACTION ITEMS**

- 1. Recology Presentation**

Dan Blue from Recology attended the meeting and gave a presentation on the rate changes that would be implemented 2026/2027. The rate will increase 3%.

Other garbage destruction options were discussed for affordability.

## **2. Scarlet Communications Contract Addendum Approval**

Council noted that this contract was accounted for in the budget for FY2026/2027.

**KITTY MACKIN MOVED 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. SECOND BY ROBIN PEDERSON.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, and Teichroew voting aye. Councilor Wilkins was absent.

## **3. McDougall Wells Telemetry Replacement Quote Approval with TAG**

Don Cutler, Public Works Supervisor, stated that this was a request that was approved a year ago and was set on hold until the City completed the RFP process for an Integrator of Record. The cost has increased since the initial quote was presented and staff is requesting Council approval of the change. Completing this project will equip the McDougall wells with telemetry equipment that can be remotely monitored.

**ROBIN PEDERSON MOVED TO APPROVE THE MCDOUGALL WELLS TELEMETRY REPLACEMENT PROJECT FOR THE QUOTED AMOUNT OF \$57,928. SECOND BY CHRIS TEICHROEW.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, and Teichroew voting aye. Councilor Wilkins was absent.

## **4. Authorization to submit a technical assistance financing application to Business Oregon for the "Water System Financial Analysis and Rate Study" Project**

Jeremy Caudle, City Manager, stated that Council agreed to move forward with a loan request to Business Oregon for a complete water system analysis and rate study. If the loan is approved an RFP process will be started to find a firm that will complete the study.

**SCOTT HOVER MOVED 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. SECOND BY KITTY MACKIN.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, and Teichroew voting aye. Councilor Wilkins was absent.

**5. Approval of Resolution 2025/26-21 Approving a Franchise Agreement with Hunter Communications**

City Manager stated that there were some changes made to the contract on page 144 to Hunter Communications and Technologies LLC and on page 148 the notice will be to Hunter Communications LLC, 801 Enterprise Dr., Central Point OR.

**DREW HILDEBRANDT MOVED TO APPROVE RESOLUTION 2025/26-21, A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH HUNTER COMMUNICATIONS. SECOND BY CHRIS TEICHROEW.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, and Teichroew voting aye. Councilor Wilkins was absent.

**6. Approval of Resolution 2025/26-22 Approving an Intergovernmental Agreement with the Mid-Willamette Valley Council of Governments, July 1, 2026, to June 30, 2027.**

Council noted that this was also part of the FY 2026/2027 budget.

**ROBIN PEDERSON MOVED TO APPROVE RESOLUTION 2025/26-22 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS, JULY 1, 2026, TO JUNE 30, 2027. SECOND BY DREW HILDEBRANDT.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, and Teichroew voting aye. Councilor Wilkins was absent.

**7. Approval of Resolution 2025/26-23 Approving and Intergovernmental Agreement with Yamhill County and City of Dayton for Police Services for Fiscal Year 2023/2027**

**CHRIS TEICHREOW MOVED TO APPROVE RESOLUTION 2025/26-23 APPROVING AND INTERGOVERNMENTAL**

**AGREEMENT WITH YAMHILL COUNTY AND CITY OF DAYTON FOR POLICE SERVICES FOR FISCAL YEAR 2023/2027. SECOND BY ROBIN PEDERSON.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, and Teichroew voting aye. Councilor Wilkins was absent.

Council President Hildebrandt inquired what would happen if the levy renewal does not pass.

City Manager stated that the contract would not be renewed for the following fiscal year.

**8. Second Reading of Ordinance 670 Amending Dayton Municipal Code Chapter 5.6 Door to Door Solicitation or Materials Distribution**

Councilor Mackin preformed the reading of Ordinance 670 by title only.

**DREW HILDEBRANDT MOVED TO APPROVE THE SECOND READING OF ORDINANCE 670 BY TITLE ONLY. SECOND BY KITTY MACKIN.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, and Teichroew voting aye. Councilor Wilkins was absent.

**KITTY MACKIN MOVED TO ADOPT ORDINANCE 670 AMENDING DAYTON MUNICIPAL CODE CHAPTER 5.6 DOOR TO DOOR SOLICITATION OR MATERIALS DISTRIBUTION. SECOND BY SCOTT HOVER.** Motion carried with Frank, Hildebrandt, Hover, Mackin, Pederson, and Teichroew voting aye. Councilor Wilkins was absent.

**9. Rejoining the Yamhill Regional Water Authority Discussion**

City Manager stated that this topic is directed from the strategic goal setting session where Council noted as a priority to expand the water supply and being a part of the regional efforts. He stated that the City had withdrawn in 2015 from the regional efforts and is looking for consensus from Council to rejoin the Yamhill Regional Water Authority.

Council President Hildebrandt inquired what is the expectation of a regional water authority, and will the City be able to keep its current water sources as primary.

Councilor Hover stated that he understood that the regional water facility would be funded by all those cities involved.

Water sources and conditions were discussed. Council requested more information and McMinnville Water and Light Director to attend a meeting with more information. Council agreed that they would like to have a seat at the table with YRWA.

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

Councilor Hover stated that third street needs some clean-up work and would like to discuss with Jeremy what can be done in this area. He also stated his concern about reducing library hours to the community.

Discussion on funding the library with "Friends of the Library" and the importance of having a library in the community.

Councilor Pederson stated that she would like appearance of councilors to be in person not via Zoom.

Council discussed the pros and cons of attendance of meetings in person or via Zoom.

Councilor Mackin inquired about her writing piece for the billing insert what he could and couldn't write about. She also inquired about the CODE 1 account and finally have the balance transferred and closed.

Councilor Teichroew stated that the Y-Run was on Saturday, May 30<sup>th</sup> and had good turnout. Dayton Farmers Market preview will be the last Sunday of each month starting in June. He stated that he met with VFW to coordinate the flag placements and new flag sponsorship.

Council President Hildebrandt inquired if the money requests from the public comments were funded in the budget.

City Manager stated that they were not given the Community Giving budget that was cut for the current year, however, there were funds in the miscellaneous line item that could be used to fund the fire district request.

Council President stated that he has been considering the tourism and lodging marketing contract and thinks that the cost doesn't deliver in services and would like to redirect the cost of the contract to library and community giving.

City Manager clarified that the TLT and Library or Community Giving funds are separate and they cannot be used interchangeably per state law.

Discussion continued how to utilize the TLT funds.

Councilor Hover will be out of the state on June 15, 2026.

## **H. INFORMATION REPORTS**

### **1. Finance**

Rob Walker, Finance Director stated that he would send an email to Council with additional information.

### **2. Library**

### **3. Public Works**

#### 4. Recorder

Rocio Vargas, City Recorder, stated that Council should review the elections page with updated information for all those interested in running for office.

##### I. CITY MANAGER'S REPORT

City Manager stated that there are updates to Fisher Farms rehabilitation and there will be cost changes given there is work that cannot be done on the wells and other testing that needs to be added. The rehabilitation work on well 4 has not been successful, more information will be provided at the June 15 meeting.

Hacker Architects did a site visit and will be conducting interviews with staff.

The Bay House will be closing.

Partnered with SEDCOR with a letter of support for Urban Form with Yamhill County.

The new Planning Commissioner has been oriented.

Council President Hildebrandt inquired if there has been an answer from the County on the proposal sent.

Councilor Pederson inquired about using one auditor or two.

City Manager stated that the new firm would prepare the spreadsheets so that Rob could prepare the statements.

##### J. ADJOURN

There being no further business to discuss the meeting adjourned at 8:53pm.

Respectfully submitted:

APPROVED BY COUNCIL on **June 15, 2026**

By:

As Written

As Amended

Rocio Vargas, City Recorder

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Annette Frank, Mayor

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**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Presentation from McMinnville Water and Light, John Dietz, General Manager  
**Date:** June 15, 2026

**Background:**

At the last meeting, I recommended that City Council considering rejoining the Yamhill Regional Water Authority (YRWA). City Council asked me to contact McMinnville Water and Light leadership to see if they would be willing to answer questions from City Council on this topic. MW&L's General Manager will be present to discuss this topic with you in further detail.

Two questions that I heard from City Council were–

1. How would reentry into a regional authority affect our ability to control our existing infrastructure and water rights?
2. What are the estimated costs of a regional system, and what would be the City's estimated contribution towards buying into a regional system?

The goal for this meeting's discussion is to answer these and other questions and learn more about the pros and cons of rejoining regional efforts. Following this discussion, my hope is for City Council to have enough information to make an informed decision on how to proceed.

**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:**

I have reattached the YRWA bylaws, which you saw at the last meeting, for your information.

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

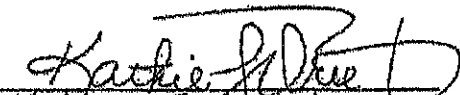
DATED: \_\_\_\_\_

CITY OF LAFAYETTE

BY: \_\_\_\_\_  
Chris Heisler, Mayor

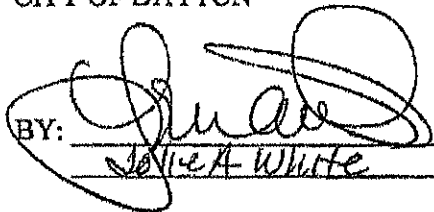
DATED: 11/16/12

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

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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.

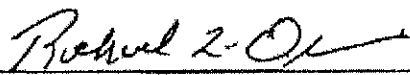
### Section 5. Execution

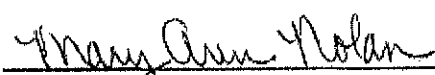
Execution of the Intergovernmental Agreement is hereby authorized and the General Manager shall transmit notice to the Oregon Secretary of State of the adoption of this Resolution, in accordance with ORS 190.085(2).

**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.

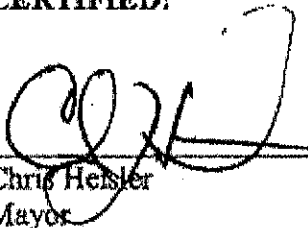
**Section 6. Execution**

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.

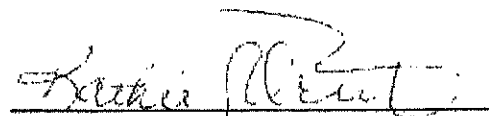
**Section 7. Notice of Adoption**

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 3

## SERVICE AREA MAPS

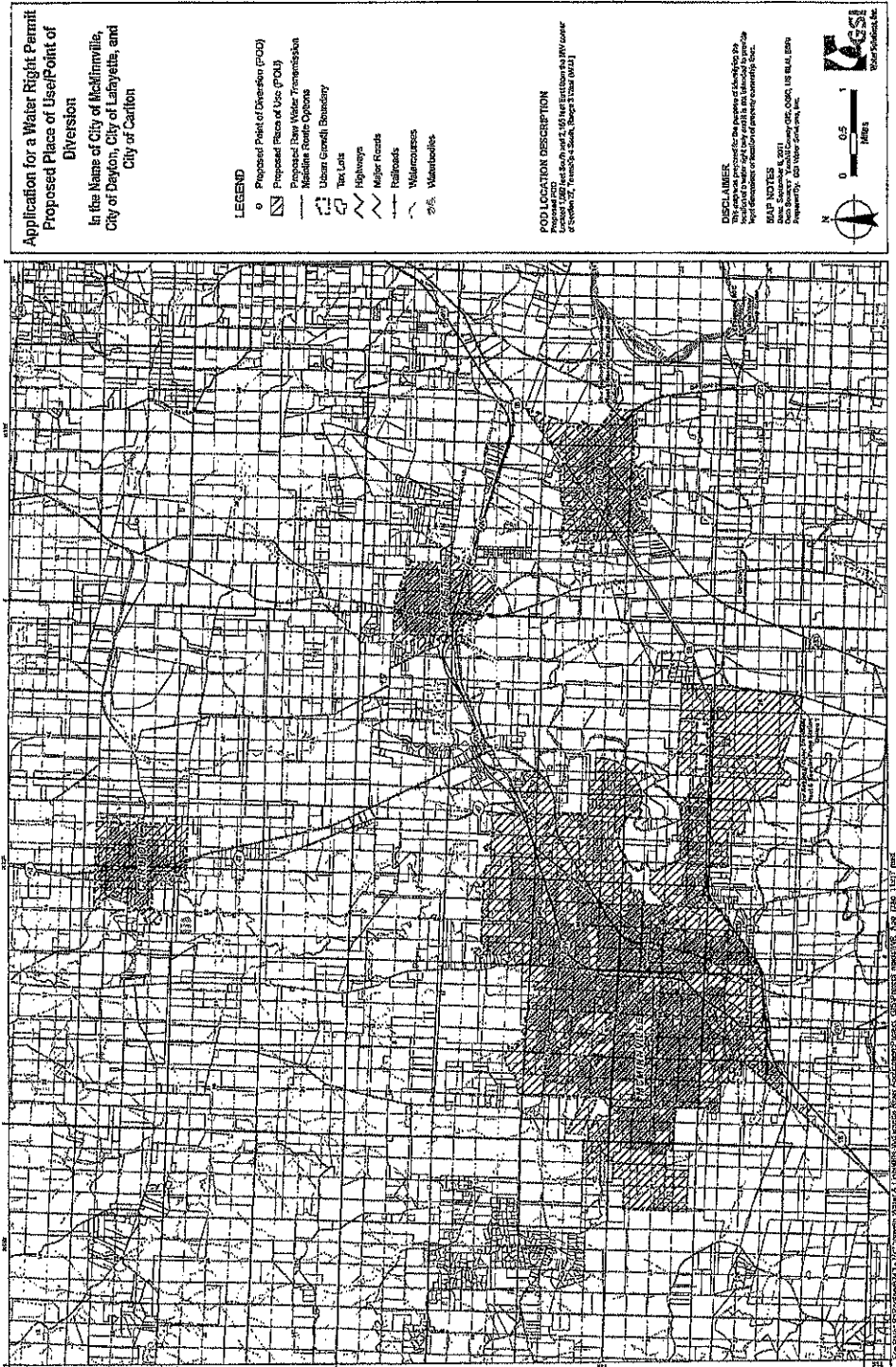


EXHIBIT 4

WATER SALES AGREEMENT

[RESERVED FOR FUTURE USE]

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**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Donation Request by Dayton Volunteer Firefighters  
**Date:** June 15, 2026

**Background and Information:**

Steve Hopper on behalf of the Dayton Volunteer Firefighters submitted a donation request application for \$2,500 donation for their annual chicken BBQ dinner fundraiser.

Attached are the applications and the donations summary report to date for your review.

**City Manager Recommendation:** n/a

**Potential Motion:**

"I move to approve the donation request of \$2,500 to the Dayton Volunteer Firefighters Chicken BBQ Fundraiser."

**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.



# City of Dayton

## REQUEST FOR DONATION

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

Date Received:

GROUP/ORGANIZATION CONTACT INFORMATION <i>chicken dinner</i>				
Name of Organization/Group: <i>Dayton Five Volunteer Assoc (non profit)</i>				
Mailing Address: <i>PO Box 337, Dayton, OR 97114</i>				
Contact Person: <i>Steve Hopper</i>			Phone #: <i>503-435-8179</i>	
Email Address: <i>stevehoppers@hotmail.com</i>				
Date of City Council Meeting you will be attending: <i>10/1/2026</i>				
Name of representative attending Council Meeting: <i>Steve Hopper</i>				
Check should be made out to: <i>Dayton Volunteer Firefighters Association</i>			Date Donation is needed: <i>ASAP</i>	
REQUEST INFORMATION				
Amount Requested: \$		Number of Citizens who will benefit:		
# of Citizens	Request Amount	Dayton City Council reserves the right to amend amounts to be donated.	# of Citizens	Request Amount
<input type="checkbox"/> 0 - 10	\$100		<input type="checkbox"/> 51 - 100	\$400
<input type="checkbox"/> 11 - 25	\$200		<input type="checkbox"/> 101 - 200	\$500
<input type="checkbox"/> 26 - 50	\$300		<input checked="" type="checkbox"/> 201 +	By Council
Out of the number of citizens who will benefit from this donation, what percentage are Dayton residents?: <i>90%?</i>				
How will the donated funds be used? (Be specific & itemize dollar amounts)				
<i>Seed money for pre purchase of old Time Sunday dinner food &amp; supplies for July 23 (2) 2026 7-27-25 7-26-2026</i>				
Will your project or event create excess funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What will they be used for?				
<i>donations back to community- Bikes, Trikes, helmets, etc</i>				
<i>You've give 2,500 previously FUNDRAISING</i>				
50% of your total fundraising goal amount must be raised by the date of this application				
Fundraising Goal Amount? <i>\$2,000 - you gave 2,500</i>		Fundraising amount earned to date:		
Please list all fundraising planned & estimate projected amounts to be earned: <i>pre sale of dinners</i>				

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

supports charitable - bike helmets, bikes, burn outs supplies  
supports a great annual Dayton community experience

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

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

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

annually, when I ask again!

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

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

put out your house fire, cut you out of car entrapment,  
pick up Gramma when she falls in bathroom in middle  
of night, answer winevies fire alarms. Is that enough?

Office/City Council Use

Date Application Received: 3/7/12	Council Meeting Review Date:
Requested Funds Date: ASAP	
Date Application Approved:	Amount Approved:
Date results are to be reported:	Date results were reported:
Volunteer Project Required: <input type="radio"/> Yes <input type="radio"/> No	Date of Volunteer Project:
Type of Volunteer Project:	
Date Volunteer Project Completed:	

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**To:** Honorable Mayor and City Councilors  
**From:** Rob Walker, Finance Director  
**Through:** Jeremy Caudle, City Manager  
**Issue:** Approve CIS quote for property/liability insurances for FY 26/27  
**Date:** June 15, 2026

**Background and Information:** The City obtains insurance from CIS for its property and liability coverages. Since the amount is over the City Manager's \$50,000 purchasing authority, staff request City Council approval of the quote.

There is a 6.3% decrease compared to current premiums, or \$5,535 less. After the proposal was received, there was some adjustments, so the total savings could be less.

**City Manager Recommendation:** Approve the quote and authorize the City Manager to sign.

**Potential Motion:** "I move to approve the June 10, 2026, quote for property and liability insurance coverage through CIS in the amount of \$82,835.11 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.

# Property and/or Liability Proposal Summary



**Named Member**  
 City of Dayton  
 PO Box 339  
 Dayton, OR 97114

**Agent of Record**  
 Hagan Hamilton Insurance, Inc.  
 PO Box 847  
 McMinnville, OR 97128

**Proposal Date:** 6/10/2026  
**Member Number:** 10049  
**Effective Date:** 7/1/2026  
**Termination Date:** 7/1/2027

***This is not an invoice. Information Only.***

Coverage	Description	Amount	Total
General Liability - Standard Plan	Contribution Limit: \$10,000,000	\$22,954.21	
	Multi-Line Credit	(\$1,147.71)	
			<b>\$21,806.50</b>
Auto Liability - Standard Plan	Contribution	\$3,360.59	
	Multi-Line Credit	(\$168.03)	
			<b>\$3,192.56</b>
Auto Physical Damage	Contribution	\$4,539.92	
	Multi-Line Credit	(\$227.00)	
			<b>\$4,312.92</b>
Property	Contribution	\$55,809.61	
	Multi-Line Credit	(\$2,790.48)	
			<b>\$53,019.13</b>
Optional Excess Liability	<b>Not Purchased</b>		<b>\$0.00</b>
Optional Excess Quake	<b>Not Purchased</b>		<b>\$0.00</b>
Optional Excess Flood	<b>Not Purchased</b>		<b>\$0.00</b>
Optional Excess Crime	Contribution	\$504.00	
			<b>\$504.00</b>
Optional Cyber Security	<b>Not Purchased</b>		<b>\$0.00</b>
Optional Excess Cyber Security	<b>Not Purchased</b>		<b>\$0.00</b>
Difference in Conditions	<b>Not Purchased</b>		<b>\$0.00</b>
<b>Summary</b>			
	Contribution	\$87,168.33	
	Multi-Line Credit	(\$4,333.22)	

***This is not an invoice. Information Only.***

**\$82,835.11**

# CIS Public Entity Liability Coverage Proposal



Proposal Date: 6/10/2026

Coverage Period: 7/1/2026 to 7/1/2027

**Named Member**  
 City of Dayton  
 PO Box 339  
 Dayton, OR 97114

**Agent of Record**  
 Hagan Hamilton Insurance, Inc.  
 PO Box 847  
 McMinnville, OR 97128

**This Proposal Does Not Bind Coverage**  
 Refer to Coverage Forms for terms, conditions, and limitations of coverage

Coverage*	Per Occurrence	Annual Aggregate	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	\$200,000	\$600,000	NONE	None

**Forms Applicable:** CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2026)

Coverage*	Per Occurrence	Annual Aggregate		
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	\$9,800,000	\$29,400,000		

**Forms Applicable:** CIS Excess Liability Coverage Agreement - CIS XS/GL (7/1/2026)

Coverage*	Per Occurrence	Annual Aggregate		
Additional layer of Excess Liability (General and Auto Liability)	Not Purchased	Not Purchased		

\*Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.

**Excess Liability Coverage does not provide Uninsured Motorist coverage.**

Coverage	Contribution
General Liability	\$22,954.21
Auto Liability	\$3,360.59
Excess Liability	\$0.00
<b>Liability Total</b>	<b>\$26,314.80</b>

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
 Authorized Representative / Agent

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

# Auto Physical Damage Coverage Proposal



**Proposal Date:** 6/10/2026

**Coverage Period:** 7/1/2026 to 7/1/2027

**Named Member**  
 City of Dayton  
 PO Box 339  
 Dayton, OR 97114

**Agent of Record**  
 Hagan Hamilton Insurance, Inc.  
 PO Box 847  
 McMinnville, OR 97128

**This Proposal Does Not Bind Coverage**  
 Refer to Coverage Forms for terms, conditions, and limitations of coverage

Autos Covered*	Coverage Limit	Comprehensive Deductible	Collision Deductible	Contribution
Scheduled Autos	Per Schedule**	Per Schedule**	Per Schedule**	\$4,539.92
Rented or Leased Autos (60 days or less)	ACV Not to Exceed \$100,000	\$100	\$500	Included
Newly Acquired Autos	Included	\$100	\$500	Included

**\*This represents only a summary of coverages. Please refer to CIS Auto Physical Damage Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

**Total Contribution:** \$4,539.92  
**Forms Applicable:** CIS Auto Physical Damage Coverage Agreement - CIS APD (7/1/2026)  
 \*\*Current CIS Auto Schedule

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
Authorized Representative / Agent

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

# Property Coverage Proposal



Proposal Date: 6/10/2026

Coverage Period: 7/1/2026 to 7/1/2027

**Named Member**  
 City of Dayton  
 PO Box 339  
 Dayton, OR 97114

**Agent of Record**  
 Hagan Hamilton Insurance, Inc.  
 PO Box 847  
 McMinnville, OR 97128

**This Proposal Does Not Bind Coverage**

Refer to Coverage Forms for terms, conditions, and limitations of coverage

**Coverage Limits (Per Occurrence): \***

Building and Contents and PIO	Per current CIS Property Schedule
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	\$5,000,000
Excess Earthquake - Coverage applies only if coverage limit is shown.	None
Flood	\$5,000,000
Excess Flood - Coverage applies only if coverage limit is shown.	None
Combined Loss of Revenue and Rental Value	\$1,000,000
Combined Extra Expense and Rental Expense	\$1,000,000
Property in Transit	\$1,000,000
Hired, Rented or Borrowed Equipment	\$150,000
Restoration/Reproduction of Books, Records, etc.	\$100,000
Electronic Data Restoration/Reproduction	\$250,000
Pollution Cleanup	\$25,000
Crime Coverage	\$50,000
Police Dogs (if scheduled)	\$15,000
Off Premises Service Interruption	\$100,000
Miscellaneous Coverage	\$50,000
Personal Property at Unscheduled Locations	\$15,000
Personal Property of Employees or Volunteers	\$15,000
Unscheduled Fine Arts	\$100,000
Temporary Emergency Shelter Restoration	\$50,000
<b>Difference In Conditions - Earthquake &amp; Flood (if any):</b>	<b>\$0</b>
<b>Extra Items (if any):</b>	

\*This represents only a summary of coverages. Please refer to CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

<b>Locations Covered:</b>	Per current CIS Property Schedule.
<b>Perils Covered:</b>	Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.
<b>Deductibles:</b>	\$1,000 Per occurrence except as noted and as follows (if any). \$1,000 Per occurrence on scheduled mobile equipment items. Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.
<b>Total Contribution:</b>	\$55,809.61 (Property)    \$0.00 (Excess Earthquake) \$0.00 (Excess Flood)    \$0.00 (Difference In Conditions)
<b>Forms Applicable:</b>	CIS Property Coverage Agreement - CIS PR (7/1/2026)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
 Authorized Representative / Agent

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

# Equipment Breakdown Coverage Proposal



**Proposal Date:** 6/10/2026

**Coverage Period:** 7/1/2026 to 7/1/2027

**Named Member**

City of Dayton  
PO Box 339  
Dayton, OR 97114

**Agent of Record**

Hagan Hamilton Insurance, Inc.  
PO Box 847  
McMinnville, OR 97128

**This Proposal Does Not Bind Coverage**

Refer to Coverage Forms for terms, conditions, and limitations of coverage

**Coverage Limits: \***

Property Damage	Per current CIS Property Schedule or \$100,000,000, whichever is less.
Rental Value/Rental Expense	Included in Property Damage
Extra Expense	Included in Property Damage
Service Interruption	Included in Property Damage
Drying out following a flood	Included in Property Damage
Course of Construction	Included in Property Damage
Computer Equipment	Included in Property Damage
Portable Equipment	Included in Property Damage
CFC Refrigerants	Included in Property Damage
Hazardous Substance	\$2,000,000
Data Restoration	\$250,000
Perishable Goods	\$2,000,000
Expediting Expense	\$2,000,000
Demolition	\$2,000,000
Ordinance or Law	\$2,000,000
Off Premises Property Damage	\$250,000
Contingent Rental Value/Rental Expense	\$250,000
Newly Acquired Locations	\$1,000,000 / 365 Days Max
Extended Period of Restoration	30 Days

**\*This represents only a summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

**Locations Covered:** Per current CIS Property Schedule.  
**Deductible:** \$1,000 All Coverages: 24-hour waiting period applies for service interruption.  
**Contribution:** Included  
**Forms Applicable:** CIS Equipment Breakdown Coverage Agreement - CIS BM (7/1/2026)

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
 Authorized Representative / Agent

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

# Excess Crime Coverage Proposal



Proposal Date: 6/10/2026

Coverage Period: 7/1/2026 to 7/1/2027

**Named Member**

City of Dayton  
PO Box 339  
Dayton, OR 97114

**Agent of Record**

Hagan Hamilton Insurance, Inc.  
PO Box 847  
McMinnville, OR 97128

**This Proposal Does Not Bind Coverage**

Refer to Coverage Forms for terms, conditions, and limitations of coverage

**Excess Crime Coverage**

**Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement: \***

Employee Theft - Per Loss Coverage	\$50,000
Forgery or Alteration	Included
Inside Premises - Theft of Money & Securities	Included
Inside Premises - Robbery, Safe Burglary - Other	Included
Outside Premises	Included
Computer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Funds Transfer Fraud	Included
Impersonation Fraud Coverage	Maximum recovery** \$250,000
	**Recovery subject to lower limit purchased by member if under \$250,000
Faithful Performance of Duty	Included

**Additional Coverages:**

Loss of Client Assets	Included
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**\*This represents only a summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.**

**Locations Covered:**

Per current CIS Property Schedule.

**Deductible:**

\$50,000 (Satisfied by \$50,000 crime coverage sublimit under the CIS Property Coverage Agreement.)

**Contribution:**

\$504.00

**Forms Applicable:**

National Union Fire Insurance/Excess Crime Policy

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_

Authorized Representative / Agent

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

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**To:** Honorable Mayor and City Councilors

**From:** Jeremy Caudle, City Manager

**Issue:** Approval of Resolution 2025/26-24 Submitting to the Registered Voters of the City for Their Approval A Renewal of the Local Option Tax at a Rate of \$1.85 Per \$1,000 of Assessed Value Annually for 5 Years Beginning in Fiscal Year 2027-2028 to Provide Police Services

**Date:** June 15, 2026

**Background:**

- Our local option levy will expire on 6/30/27 unless renewed by the voters in November.
- City Council needs to approve Resolution 2025/26-24 by August 14, 2026, to add this measure to the ballot.
- The City Attorney prepared the resolution and explanatory statements.

**Recommendation:**

**Recommended motion:**

"I move to approve Resolution 2025/26-24 Submitting to the Registered Voters of the City for Their Approval A Renewal of the Local Option Tax at a Rate of \$1.85 Per \$1,000 of Assessed Value Annually for 5 Years Beginning in Fiscal Year 2027-2028 to Provide Police Services"

**Attachments:**

- Resolution 2025/26-24
- Explanatory statement
- Elections calendar

**RESOLUTION No. 2025/26-24**  
**City of Dayton, Oregon**

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

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

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

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

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

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

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

**WHEREAS**, the City Council has reviewed several options to provide such services; and

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

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

**The City of Dayton Resolves as Follows:**

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

**QUESTION:** Shall Dayton renew the operating levy of \$1.85 per \$1,000

assessed value for 5 years for police services beginning 2027-2028? This measure renews current local option taxes.

**SECTION 2:** Tuesday, November 3, 2026, is hereby designated as the date for holding the election for the purpose of voting on the measure as stated in Section 1 of this resolution.

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

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

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

**CAPTION:** 5 YEAR RENEWAL OF PUBLIC SAFETY TAX FOR POLICE SERVICES

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

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

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

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

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

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

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

**SECTION 7:** In the event of any inconsistencies between this Resolution 2025/26-24, and Resolution 21/22-16, the provisions of this Resolution 2025/26-24 shall control.

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

**SECTION 9:** This resolution is effective immediately upon adoption.

**ADOPTED** this 15<sup>th</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**

## Exhibit A

### EXPLANATORY STATEMENT

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

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


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

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





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

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

## 2026 Local Elections Calendar

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

## 2027 Local Elections Calendar

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

**To:** Honorable Mayor and City Councilors  
**From:** Cyndi Park, Library Director  
**Through:** Jeremy Caudle, City Manager  
**Issue:** Approval of Resolution 2025/26-25 Chemeketa Cooperative Regional Library Service (CCRLS) IGA Amendment #3  
**Date:** June 15, 2026

**Background Information:**

The City of Dayton has been a member library of the Chemeketa Cooperative Regional Library Service (CCRLS) since 2008.

This current IGA with CCRLS is for a five-year term (July 1, 2023 - June 30, 2028) to provide library services for the Mary Gilkey Library. For your consideration is Amendment #3 to the current IGA.

Changes in Amendment #3 include:

- 1) 10698202 Attachment A is deleted in its entirety and replaced by 10698203 Attachment A is attached hereto and incorporated herein by this reference.
- 2) Add 10698203 Exhibit 1 FY2026-2027 Formula-Based Compensation Schedule is attached hereto and incorporated herein by this reference.
- 3) Add 10698203 Exhibit 2 FY2026-2027 Collection Support Compensation Schedule is attached hereto and incorporated herein by this reference.
- 4) The following CCRLS Policy REIMB Exhibits are attached hereto and incorporated herein by this reference:
  - a) Exhibit A - CCRLS Policy REIMB-001 Formula-base Reimbursement
  - b) Exhibit B - CCRLS Policy REIMB-002 Collection Support Reimbursement
  - c) Exhibit C - CCRLS Policy REIMB-003 Lost & Damaged Material Reimbursement
  - d) Exhibit D - CCRLS Policy REIMB-005 Mileage Reimbursement
- 5) This amendment is effective July 1, 2026

**City Manager Recommendation:** I recommend approval of Resolution 2025/26-25.

**Potential Motion Language:** "I move to approve Resolution 2025/26-25, a Resolution Approving Amendment #3 to the Intergovernmental Agreement between Chemeketa Community College and the City of Dayton for the Chemeketa Cooperative Regional Library Service (CCRLS)."

**City Council Options:**

- 1 - Move to approve Resolution 2025/26-25.
- 2 - Move to approve Resolution 2025/26-25 with amendments.

3 - Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.

**RESOLUTION NO. 2025/26-25**  
**City of Dayton, Oregon**

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

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

**WHEREAS** Chemeketa Community College renewed the Agreement in 2012-2013 for another 5-year Agreement with an annual payment amounts update; and

**WHEREAS** Chemeketa Community College renewed the Agreement in 2018-2019 for another 5-year Agreement with annual payment amounts update that expires on June 30, 2023; and

**WHEREAS** Chemeketa Community College renewed the Agreement in 2022-2023 for another 5-year Agreement with annual payment amounts update that expires on June 30, 2028.

**Therefore, the City of Dayton resolves as follows:**

- 1) THAT** the City Manager and appropriate staff are hereby authorized to execute Amendment #3 to the Intergovernmental Agreement with CCRLS (attached hereto as Exhibit A and by this reference incorporated herein); and
- 2) THAT** this resolution shall become effective immediately upon adoption.

**Adopted** this 15<sup>th</sup> day of June, 2026.

In Favor:

Opposed:

Absent:

Abstained:

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

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

ATTESTED BY:

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

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

Attachment - Exhibit A



Procurement Services – 4000 Lancaster Drive NE, Salem, OR 97305

## **Library Participation in Chemeketa Cooperative Regional Library Services (CCRLS) Intergovernmental Agreement #10698200, Amendment #03**

**Purpose:** Replace Attachment A, Add 10698203 Exhibit 1, Add 10698203 Exhibit 2, and Add CCRLS Policy REIMB Exhibits.

This Agreement is by and between Chemeketa Community College through its Chemeketa Cooperative Regional Library Services (CCRLS), hereafter known as “College,” and the City of Dayton, Oregon, by and through its Mary Gilkey City Library, hereafter known as “CCRLS Member Library,” both herein referred to individually and collectively as “Party” or “Parties.”

- 1) **10698202 Attachment A** is deleted in its entirety and replaced by **10698203 Attachment A** attached hereto and incorporated herein by this reference.
- 2) Add **10698203 Exhibit 1 FY2026-2027 Formula-Based Compensation Schedule** is attached hereto and incorporated herein by this reference.
- 3) Add **10698203 Exhibit 2 FY2026-2027 Collection Support Compensation Schedule** is attached hereto and incorporated herein by this reference.
- 4) The following CCRLS Policy REIMB Exhibits are attached hereto and incorporated herein by this reference:
  - a) Exhibit A – CCRLS Policy REIMB-001 Formula-base Reimbursement
  - b) Exhibit B – CCRLS Policy REIMB-002 Collection Support Reimbursement
  - c) Exhibit C – CCRLS Policy REIMB-003 Lost & Damaged Material Reimbursement
  - d) Exhibit D – CCRLS Policy REIMB-005 Mileage Reimbursement
- 5) This amendment is effective July 1, 2026.

**Signatures on next page**

## Signatures

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

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

### College

### CCRLS Member Library

\_\_\_\_\_  
(Signature) (Date)  
**Doug Yancey**  
**Executive Director, Chemeketa Cooperative**  
**Regional Library Services (CCRLS)**

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

**Cyndi Park, Library Director**

Name/Title (Typed or Printed)

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

**Jeremy Caudle, City Manager**

Name/Title (Typed or Printed)

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



## 10698203 Attachment A – Statement of Work/Consideration

### 1) Statement of Work

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

- xiii) Prepare, provide, and maintain the furniture and physical location for installation of allocated hardware and equipment in its library. This responsibility includes network, cable installation, electrical power, and environment, all meeting industry, manufacturer, and vendor specifications;
  - xiv) CCRLS Member Library may purchase equipment and software to expand and enhance its own operations; provided that, if any such equipment and software will be linked to the integrated library system or the College telecommunications network, the College shall be notified ahead of time and such equipment and software is to be acceptable to the College as compatible with the integrated library system and the College telecommunications network. The College shall not be responsible for maintenance of CCRLS Member Library equipment but will configure and ensure the College network connectivity. CCRLS Member Library shall not connect or install any such equipment or software without the review and written approval of the College after at least 90 days prior to notice by CCRLS Member Library. If such equipment or software would access College data and the equipment or software makes use of generative artificial intelligence (“GenAI”), the College’s Artificial Intelligence Subcommittee of the College’s Technology Governance Committee must approve the use of the equipment or software before it can access any College data. The College may remove non-approved equipment from the network at the College’s discretion. To facilitate this approval, it is recommended that CCRLS Member Library includes the College in the examination and selection process. The College cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the College network must have approved anti-virus security software and a current, secure Operating System. CCRLS Member Library will not alter College network or workstation equipment within their building without communication or direction from the College;
  - xv) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with College technical staff; and
  - xvi) Notify College of any desired reductions to the number of CCRLS Member Library software licenses held through group software purchases, at least three months prior to renewal.
- b) Under this agreement College shall:
- i) Provide for the fiscal and administrative management of the CCRLS
    - (1) Maintain the following:
      - (a) The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the College website; and
      - (b) An ongoing liaison with Polk, Yamhill, and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.
    - (2) Provide operation and maintenance of the College integrated library system and related platforms, including:
      - (a) Maintain bibliographic, circulation, and borrower data in an integrated library system. Design, applications, enhancements of, and major changes of operation to the integrated library system shall be subject to review by the PYM Technology Committee;
      - (b) Manage the College integrated library system under the terms of this agreement and other applicable agreements with vendors and participating library so that CCRLS Member Library has access to its bibliographic, circulation, and borrower records during library business hours and at other times as agreed upon between the CCRLS Member Library Director and the CCRLS Executive Director or their designee. The management responsibility for the integrated library system includes the obligation of the College to monitor, evaluate, and create as needed entries for new materials and retrospective conversion of cataloging of old materials to maintain the highest quality bibliographic MARC database;
      - (c) Acquire and provide for effective maintenance and support of all essential present and future, central and remote integrated library system equipment at its own expense; and provide for secure installation and housing for integrated library system except such integrated library system equipment as is acquired by CCRLS Member Library for installation at its library, or as otherwise provided in Attachment A 1)a)xiv) of this agreement;
      - (d) Coordinate and assume cost for installation of telecommunications equipment and lines needed at CCRLS Member Library’s central and branch libraries for use with integrated library system. Parties agree that College does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from

a remote site, nor does this agreement cover maintenance of telecommunication lines;

- (e) Acquire and furnish to CCRLS Member Library, at College's direct cost, select supplies related to collection and patron management in the integrated library system. Specifically, library card stock, item barcodes and RFID tags;
- (f) Provide at CCRLS Member Library's request, specialized reports not regularly generated by the integrated library system;
- (g) Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of integrated library system and enforce rules and standards for use of integrated library system by CCRLS Member Library. CCRLS Member Library shall enter, retrieve, modify, and delete data in and from integrated library system in accordance with those rules and standards;
- (h) Maintain agreements for hardware maintenance and software support with current provider of library automation service(s). The College shall provide reasonable approved maintenance and support for integrated library system hardware and software not provided by automation vendor. The College shall provide reasonable prior notice to CCRLS Member Library when system operation must be suspended for operational or maintenance requirements. The College shall exercise its best efforts to schedule such periods of suspension during hours when CCRLS Member Library's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the College integrated library system is compromised or damaged, College shall not "lock out" CCRLS Member Library terminals from integrated library system;
- (i) Provide one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the integrated library system, and pay all related installation, acquisition, maintenance, and use cost;
- (j) Except for equipment and software purchased by CCRLS Member Library under Attachment A 1) a) xiv), all integrated library system hardware, software, and other capital equipment shall remain the property of the College, and CCRLS Member Library shall have no claim thereto other than the right to use thereof under this agreement;
- (k) Facilitate interlibrary loan (ILL) opportunities for member libraries, excluding Chemeketa Community College Library which manages its own ILL services. CCRLS will use the OCLC ILL network exclusively. CCRLS will coordinate lending and borrowing requests with the help of CCRLS Member Library staff, as workflows dictate. CCRLS Member Library staff will serve as the primary point-of-contact for patrons and their borrowing requests. CCRLS will be responsible for shipping costs incurred by lending requests. CCRLS Member Library will be responsible for shipping costs incurred by borrowing requests;
- (l) Contract for hosting maintenance and backup of the College integrated library system data. In the event of system malfunction or loss of data, the College shall promptly arrange for restoration of the most recently backed up data to the system once it is again functioning. No liability is assumed by the College if the integrated library system experiences down time or loss of data that cannot be recovered;
- (m) Facilitate integrated library system training for CCRLS Member Library staff as deemed necessary. The College shall provide access to integrated library system user documentation for CCRLS Member Library's staff. All other training of CCRLS Member Library staff shall be the responsibility of CCRLS Member Library;
- (n) While providing computer network access to the College integrated library system, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism, or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS Member Library shall have no obligation under this paragraph with the acts of vandals gaining access to the computer system, programs, or data tangible components of the system; and, provided further, that CCRLS Member Library shall not be liable under this agreement for any consequential damages incident to any loss covered under this section;
- (o) Provide personnel for the operation of the integrated library system. "Operation" includes: use of supplied software to generate reports, notices, lists, and similar documents and files; preparation and sending of overdue notices, hold notices, reports, billings, and other specified documents produced for routine system operation by the vendor(s) of the system and its installation, maintenance, or support of software, or the maintenance, repair or replacement of hardware or firmware;

- (p) Through its governing board, retain final authority over the policies and decisions relating to budget, operating procedures, system design, participation by other libraries, and other like issues of a general policy nature affecting their operation of College and integrated library system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council;
  - (q) In serving card-holding College District nonresident patrons, abide by each CCRLS Member Library's rules and procedures regarding borrowing privileges. In no case shall card-holding residents of the College District receive less than the basic level of service from College;
  - (r) Provide a quarterly financial report to the CCRLS Advisory Council that includes revenue and expense information for the quarter and year to date, compared to a) current year budget and b) prior year for the same period. The report will be made available to CCRLS Member Library;
  - (s) Provide regular courier service between the participating libraries;
  - (t) At the College's sole discretion, may coordinate group purchasing of College related equipment, software and supplies, as needed, to assist CCRLS Member Library. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges, postage, etc., will be billed to CCRLS Member Library at direct cost and payable to the College;
  - (u) Coordinate group purchasing of computer access and print management software licenses from a recognized vendor; and
  - (v) Coordinate group purchasing of such College related services on behalf of member libraries including, but not limited to Debt Collect, ORBIS, and Cascade Alliance Courier. The College will invoice CCRLS Member Library annually or quarterly for the cost of Debt Collect on a usage basis.
- (3) Electronic Payments for Fines, Lost Book Charges, or Other Charges
- (a) Collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS Member Library. The College recognizes that CCRLS Member Library may adopt payment options which are not processed through the College's PayPal account and that College has no opportunity or obligation to service those transactions;
  - (b) Process charges that are paid only through the shared integrated library system operated by College;
  - (c) The College shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CCRLS Member Library to resolve with the patron. Deductions from the merchant banking account will be deducted from the next regular payment to the associated CCRLS Member Library;
  - (d) Compile and calculate monthly charges. However, payment to CCRLS Member Library will be made on a quarterly basis. In the event the amount due to CCRLS Member Library is less than \$15, the payment may be held for the next quarterly payment;
  - (e) Make payment to CCRLS Member Library in the amount paid on their behalf, minus merchant services for the period. Associated fees will be distributed on a pro-rata basis to each library based on the percentage of total funds collected that month and total fees that month;
  - (f) College shall be credited payments for unidentified charges, or for items, which College has previously reimbursed CCRLS Member Library;
  - (g) College shall acknowledge responsibility only for the amount of any correction without penalty;
  - (h) College shall, at all times during the term of this agreement, comply with Oregon Revised Statutes Chapter 295 and shall deposit any fines, fees, charges, or other payments collected pursuant to this agreement in an institution included in the Oregon State Treasurer's list of Qualified Depositories for Public Funds; and
  - (i) College shall, at all times during the term of this agreement, be able to demonstrate that the integrated library system and that of any acquirer, third party provider or processor that is used in providing services pursuant to this agreement, comply with Payment Card Industry Data Security Standards.

## 2) Consideration

- a) College will compensate CCRLS Member Library:
  - i) In the amount shown in Exhibit 1 – Compensation Schedule for formula-based reimbursement, as defined and expressed in CCRLS Policy REIMB-001 Formula-based Reimbursement. The current version of Policy REIMB-001 is attached as Exhibit A. Any policies referenced in this Agreement are subject to change in accordance with CCRLS and College governance procedures. Any changes to the Policy will supersede the attached version of the Policy. Payments shall be made in four equal installments at the end of each fiscal year quarter as provided herein; and
  - ii) In the amount shown in Exhibit 2 – Compensation Schedule for collection support reimbursement, as defined and expressed in CCRLS Policy REIMB-002 Collection Support Reimbursement. The current version of Policy REIMB-002 is attached as Exhibit B. Any policies referenced in this Agreement are subject to change in accordance with CCRLS and College governance procedures. Any changes to the Policy will supersede the attached version of the Policy. Payments shall be made quarterly as provided herein; and Payments shall be made quarterly as provided herein; and
  - iii) Per the circumstances described in CCRLS Policy REIMB-003 Lost & Damaged Material Reimbursement. The current version of Policy REIMB-003 is attached as Exhibit C. Any policies referenced in this Agreement are subject to change in accordance with CCRLS and College governance procedures. Any changes to the Policy will supersede the attached version of the Policy. Payments shall be made annually; and
  - iv) Per the circumstances described in CCRLS Policy REIMB-005 Mileage Reimbursement. The current version of Policy REIMB-005 is attached as Exhibit D. Any policies referenced in this Agreement are subject to change in accordance with CCRLS and College governance procedures. Any changes to the Policy will supersede the attached version of the Policy. Payments shall be made biannually.
- b) City of Newberg Only:
  - i) In consideration for participation in the College system and in lieu of taxes, since the CCRLS Member Library is outside the area taxed to provide this service, the CCRLS Member Library shall pay to the College the sum shown in Exhibit 1 on or before December 15 of each year; and
  - ii) In the interest of expanding library access to an unserved population, College will permit the City of Newberg to issue CCRLS basic library cards to applicants who reside in that portion of Yamhill County that is within the boundaries of the Portland Community College district, including the City of Dundee.
- c) The College will invoice CCRLS Member Library for services and licenses provided through group purchases quarterly or annually as more specifically described in 1)b)i)(2). (Including but not limited to §u, v, w) and fees described in 1)b)i)(3); and
- d) Payments made or invoices issued under this agreement, either for full or partial payment, shall reference the College contract number written herein.



**10698203 Exhibit 1**  
**FY 2026–2027 Formula Based Reimbursement Compensation Schedule**  
**(Distributed Quarterly, July 1, 2026 – June 30, 2027)**

**Formula Based Reimbursement to CCRLS Participating Entity Library by College**

Library	Annual Reimbursement	Quarterly Distribution
<b>Amity Public Library</b>	<b>\$8,796.00</b>	\$2,199.00
<b>Chemeketa Community College Library</b>	<b>\$3,635.00</b>	\$908.75
<b>Confederated Tribes of Grand Ronde Tribal Library</b>	<b>\$1,157.00</b>	\$289.25
<b>Dallas Public Library</b>	<b>\$121,335.00</b>	\$30,333.75
<b>Dayton Library (Mary Gilkey City Library)</b>	<b>\$9,152.00</b>	\$2,288.00
<b>Independence Public Library</b>	<b>\$56,675.00</b>	\$14,168.75
<b>Jefferson Public Library</b>	<b>\$23,087.00</b>	\$5,771.75
<b>Lyons Public Library</b>	<b>\$12,664.00</b>	\$3,166.00
<b>McMinnville Public Library</b>	<b>\$213,216.00</b>	\$53,304.00
<b>Monmouth Public Library</b>	<b>\$60,057.00</b>	\$15,014.25
<b>Mt. Angel Public Library</b>	<b>\$29,178.00</b>	\$7,294.50
<b>Newberg Public Library</b>	<b>\$183,886.00</b>	\$45,971.50
<b>Salem Public Library</b>	<b>\$814,105.00</b>	\$203,526.25
<b>Sheridan Public Library</b>	<b>\$16,173.00</b>	\$4,043.25
<b>Silver Falls Library District</b>	<b>\$96,725.00</b>	\$24,181.25
<b>Stayton Public Library</b>	<b>\$123,544.00</b>	\$30,886.00
<b>Willamina Public Library</b>	<b>\$13,855.00</b>	\$3,463.75
<b>Woodburn Public Library</b>	<b>\$121,756.00</b>	\$30,439.00

**Participation Payment to College (City of Newberg Only):** The participation payment to College by the City of Newberg for fiscal year 2026-2027 shall be \$212,287.17.



**10698203 Exhibit 2**  
**FY 2026–2027 Collection Support Compensation Schedule**  
**(Distributed Annually, July 1, 2026 – June 30, 2027)**

**Collection Support Reimbursement to CCRLS Participating Entity Library by College**

Library	Annual Reimbursement	Quarterly Distribution
<b>Amity Public Library</b>	<b>\$5,550.00</b>	<b>\$1,387.50</b>
<b>Chemeketa Community College Library</b>	<b>\$4,500.00</b>	<b>\$1,125.00</b>
<b>Confederated Tribes of Grand Ronde Tribal Library</b>	<b>\$5,550.00</b>	<b>\$1,387.50</b>
<b>Dallas Public Library</b>	<b>\$4,500.00</b>	<b>\$1,125.00</b>
<b>Dayton Library (Mary Gilkey City Library)</b>	<b>\$5,550.00</b>	<b>\$1,387.50</b>
<b>Independence Public Library</b>	<b>\$4,725.00</b>	<b>\$1,181.25</b>
<b>Jefferson Public Library</b>	<b>\$5,100.00</b>	<b>\$1,275.00</b>
<b>Lyons Public Library</b>	<b>\$5,550.00</b>	<b>\$1,387.50</b>
<b>McMinnville Public Library</b>	<b>\$4,725.00</b>	<b>\$1,181.25</b>
<b>Monmouth Public Library</b>	<b>\$4,725.00</b>	<b>\$1,181.25</b>
<b>Mt. Angel Public Library</b>	<b>\$5,100.00</b>	<b>\$1,275.00</b>
<b>Newberg Public Library</b>	<b>\$4,500.00</b>	<b>\$1,125.00</b>
<b>Salem Public Library</b>	<b>\$4,500.00</b>	<b>\$1,125.00</b>
<b>Sheridan Public Library</b>	<b>\$5,550.00</b>	<b>\$1,387.50</b>
<b>Silver Falls Library District</b>	<b>\$4,500.00</b>	<b>\$1,125.00</b>
<b>Stayton Public Library</b>	<b>\$5,100.00</b>	<b>\$1,275.00</b>
<b>Willamina Public Library</b>	<b>\$5,550.00</b>	<b>\$1,387.50</b>
<b>Woodburn Public Library</b>	<b>\$4,725.00</b>	<b>\$1,181.25</b>



# Chemeketa Cooperative Regional Library Service

## 10698203 Exhibit A Formula-based Reimbursement

Policy No. REIMB-001

Type of Policy: Reimbursement

External Requirement for Review: Not applicable

Compliance Reporting: Not applicable

Policy Owner: CCRLS

Policy Contact: CCRLS Director

### Action Summary

Date (Month/Year)	Agent	Description
December 2024	CCRLS Director	Existing practice codified as policy expression.
January 2025	PYM Library Association	Approved policy. Referred to the CCRLS Advisory Council.
March 2025	CCRLS Advisory Council	Reviewed & approved policy.

## **Reason for Policy**

Formula-based reimbursement (FBR) was conceived as a means by which CCRLS could financially offset the impact of serving *basic patrons* and those of other *member libraries*, at a given member library location. Collectively, these are referred to as *reimbursable patrons*.

## **Policy Statement**

CCRLS member libraries will be reimbursed annually for providing *service* to the patron groups defined in this policy. Reimbursements will be issued on a quarterly basis, with payments disbursed near the end of each quarter in September, December, March, and June.

The *FBR reimbursement account* is re-calculated during each CCRLS budget planning cycle. The formula for distributing these funds is based upon the *assessed value* of the member library's service area and the number of circulation transactions at that library by reimbursable patrons. It is a 50/50 formula, with each factor weighed equally.

Reimbursement payments for each new *fiscal year* are determined during the budget planning cycle for that year. For example: Reimbursement payments for FY 2024-2025 are determined in Fall/Winter 2023, using circulation data from FY 2022-2023 and current assessed value figures.

## **Stakeholders & Responsibilities**

CCRLS Director: Calculates FBR reimbursement funds and distribution for each new fiscal year. Reviews with PYM Library Directors & CCRLS Advisory Council as part of the proposed budget.

PYM Directors: Reviews proposed FBR and inputs (circulation reports & assessed value figures).

CCRLS Council: Reviews proposed FBR.

Chemeketa Community College Board of Education: Adopts recommended budget. Does not generally review FBR specifics.

## **Enforcement**

Member library contracts must be signed and returned to CCRLS before a member library will receive any formula-based reimbursement payments.

## **Procedures**

Maintained internally by CCRLS Administration. Details available to stakeholders upon request.

## **Forms**

None.

## **Frequently Asked Questions**

None.

## **Related Information**

Assessed values (source documents):

- Marion County - *Summary of Tax Roll*
- Linn County - *Summary of Assessment and Tax Roll*
- Polk County - *Tax Assessments*
- Yamhill County – *District Values*

## Definitions

Assessed Value	Sourced directly and specifically from Marion, Linn, Polk, & Yamhill County assessor reports (most recent). No internal calculations are performed.
Basic Patron	Those residing within the CCRLS service area, but outside of the tax boundaries of an established member library.
FBR Reimbursement account	Dedicated funds which increase each year by the same percentage as estimated CCRLS tax revenue growth. These funds are distributed among member libraries per an established formula.  For example: If the current FY reimbursement account is \$1,770,370 and tax revenue for the upcoming FY is expected to increase by 3.93%, the account will be set at \$1,839,930 in the upcoming FY.
Fiscal Year	July 1 through June 30.
Home Library	The library which issues a card and/or is denoted in the patron account.
Member Library	A fully recognized CCRLS member library, operating under a current contract.
Reimbursable Patron	Two classes of reimbursable patrons are recognized:  <b>Local reimbursable:</b> Basic patrons served at their <i>home library</i> .  <b>Non-local reimbursable:</b> Basic and select non-Basic patron types served at a library other than their home library. ( <i>Local Option, Out-of-District</i> and <i>Passport</i> patron types are excluded.)
Service	Measured in circulation transactions (checkouts and renewals) at a given library. These transactions are sourced from the integrated library system currently used by CCRLS, as well as the system used by Chemeketa Community College Library. The data used is that of the most recent full fiscal year.



# Chemeketa Cooperative Regional Library Service

## 10698203 Exhibit B Collection Support Reimbursements

Policy No. REIMB-002

Type of Policy: Reimbursement

External Requirement for Review: Not applicable

Compliance Reporting: Not applicable

Policy Owner: CCRLS

Policy Contact: CCRLS Director

### Action Summary

Date (Month/Year)	Agent	Description
Oct 2025	CCRLS Director	Policy draft finalized.
Nov 2025	PYM Library Association	Approved policy draft. Referred to the CCRLS Advisory Council.
Nov 2025	CCRLS Advisory Council	Reviewed & approved policy.

## **Reason for Policy**

This reimbursement replaces the long-standing practice of *net lending* reimbursements. It is designed to support reciprocal sharing within the cooperative by helping member libraries build better collections for all patrons, full & basic.

## **Policy Statement**

### *Calculation of funds*

The level of annual funding for this reimbursement was sourced from historical net lending averages – expenditures & budgeted amounts. This is conceived as a static funding level (i.e. no automatic growth factor).

### *Method of distribution*

Distribution of funds will be indexed against each member library's annual expenditure on print materials, as reported to the State Library of Oregon (question 406 in the annual report). This is conceptually appropriate, relies on figures reported by member libraries each year, and provides a potential benchmark for tracking the actual benefit of this support. Two member libraries do not report expenditure information to SLO – *Chemeketa Community College Library & Confederated Tribes of Grand Ronde Tribal Library*. Those numbers will be self-reported to CCRLS each year.

During its annual budget planning period, CCRLS will obtain materials expenditures reported for the previous fiscal year. Those numbers will be percent-ranked. Quartile groups will be determined from this ranking. Each quartile group will be assigned a percentage of available funds, divided evenly among the members of that group. Distribution will be weighted in a manner which favors the lower quartile groups (i.e. smaller budgets).

### *Reimbursement schedule*

Reimbursements described in this policy will be issued annually, distributed quarterly.

## **Enforcement**

Regional library contracts must be signed and returned to CCRLS before a member library can receive the reimbursement described in this policy.

## **Stakeholders & Responsibilities**

*CCRLS staff:* calculate reimbursement distribution annually and incorporate into the proposed budget; coordinate reimbursements through College AP.

*CCRLS Advisory Council:* review annual allocations for reimbursements as part of the budget approval process; review & discuss policy, as needed.

*PYM directors:* review annual reimbursement distribution for accuracy; review annual allocations for reimbursements as part of the budget approval process; review & discuss policy, as needed.

## **Procedures**

Curated by CCRLS Administration. Details available to stakeholders upon request.

## **Forms & Reports**

*Collection Support Reimbursement Distribution Report* – produced annually by the CCRLS director and presented as part of the budget approval process.

## **Frequently Asked Questions**

None.

## Definitions

Basic Patron	Those residing within the CCRLS service area, but outside of the tax boundaries of an established member library.
Full Patron	Those residing within the tax boundaries of an established member library. Pays both local & CCRLS tax.
Member Library	A fully recognized CCRLS member library, operating under a current contract.
Net Lending	The practice of reimbursing libraries which loan more items than they borrow, per an established rate.
PYM	Polk, Yamhill, Marion Library Association
SLO	State Library of Oregon



## 10698203 Exhibit C Lost & Damaged Material Reimbursement

Policy No. REIMB-003  
 Type of Policy: Reimbursement  
 External Requirement for Review: Not applicable  
 Compliance Reporting: Not applicable  
 Policy Owner: CCRLS  
 Policy Contact: CCRLS Director

### Action Summary

Date (Month/Year)	Agent	Description
April 2025	CCRLS Director	Policy draft finalized.
May 2025	PYM Library Association	Approved policy draft. Referred to the CCRLS Advisory Council.
May 2025	CCRLS Advisory Council	Reviewed & approved policy.
April 2026	PYM Library Association	Approved language updates proposed by CCRLS. Referred to the CCRLS Advisory Council.
May 2026	CCRLS Advisory Council	Approved language updates proposed by CCRLS and approved by PYM Library Association.

## Reason for Policy

Discussed reimbursements offset the financial impact of materials loss among member library collections, under specific conditions and circumstances.

## Policy Statement

### *Items long overdue & assumed lost*

Member libraries will be reimbursed for items lost by Basic patrons, excluding those who have paid to upgrade their account to full privileges. Items checked out and not returned within 12-24 months of the assumed lost date qualify for reimbursement. Any bills in the integrated library system (ILS) related to such items will be forgiven upon reimbursement.

### *Items long in transit*

Member libraries will be reimbursed for items which have been in transit for longer than 24 months, as defined by the system.

**Context:** *Items initially inherit a status of 'in transit' during return processing and/or hold fulfillment at member libraries. They retain this designation during handling and transport by the CCRLS courier. Once delivered, they continue in this status until properly received and checked in at the destination library. Thus, an item can remain in an in-transit status due to loss, misplacement, or incorrect processing during any of those phases, and not necessarily due to courier handling alone.*

Member libraries are to make every effort to find and recover in-transit items which may have been processed incorrectly. Those which remain in-transit for longer than 24 months are assumed to be truly lost. This policy acknowledges that transport via the CCRLS courier could have been a contributing factor, and they are therefore eligible for reimbursement. Scenarios in which the CCRLS courier is not an active factor do not qualify for reimbursement (i.e. items lost in transit between in-house collections, library branches, and library bookmobile operations).

### *CCRLS courier-damaged items*

Member libraries will be reimbursed for items which have been obviously damaged during transport & handling via the CCRLS courier. Member library staff will report suspected courier-damaged items through an established procedure and send those items to the CCRLS office for review. CCRLS courier staff will assess the damaged items and may request additional details from the reporting library. Ultimately, CCRLS will determine

which items are reimbursable, based on the nature of damage and circumstances reported.

#### *Items lost and/or damaged via Interlibrary Loan (ILL)*

Items from member library collections which are loaned externally and subsequently lost and/or damaged will be reimbursed by CCRLS. Conversely, CCRLS member libraries which borrow externally are exclusively responsible for any items lost and/or damaged by their patrons. CCRLS does not mediate the billing activity of ILL borrowing transactions. Member libraries must work directly with the external owning agency.

#### *Reimbursement values*

Member libraries are responsible for maintaining accurate item values in the ILS. Reimbursement values are derived from price information in system item records, when present. Items which lack a replacement value in their associated item record (i.e. the price field is \$0.00 or otherwise null) will be reimbursed at \$10 per item.

#### *Ineligible items*

Item types which are ineligible for reimbursement include the following: art, equipment, kits/totes/backpacks (anything bundled together), hotspots, cultural passes, items from *Library of Things* collections, stuffed animals, puzzles, Chromebooks, laptops, iPads, pre-loaded tablets (i.e., Launchpads), puppets, games, and other items over \$75. Under certain circumstances CCRLS reserves the right to deny reimbursement for other items at their discretion.

#### *Recovery efforts*

Items long overdue and assumed lost to Basic patrons will receive standard treatment for overdue and billing notices, as configured in the ILS. Patrons are notified during this period, according to their system-specified contact method, and have an opportunity to return items. Member libraries are encouraged to conduct shelf-checks for items lost under these circumstances but are under no specific obligation or timeline to do so.

Member libraries must conduct regular searches for in-transit items which were not processed correctly. CCRLS will provide reports to facilitate this effort, if necessary. Library staff may benefit from the use of CCRLS-provided RFID inventory devices. Such

searches should occur on a regular basis. CCRLS reserves the right to search specifically for items in this status at member library locations.

#### *Ownership of reimbursed/returned items*

Member libraries will retain ownership (as designated in the system) of reimbursed items. If/when an item is returned after having been lost/reimbursed, the owning library may choose to either reinstate or discard it, as appropriate to their needs at that time. Any reimbursement funds associated with that item stay with the library, as paid.

#### *Chemeketa Community College (CCC) Library*

The CCC Library is eligible for the reimbursements described in this policy, with one exception. Because it coordinates its own interlibrary loan service to borrow & lend outside of the cooperative, material loss related to that service will not be reimbursed by CCRLS.

Also worth noting is that CCC Library operates on a different ILS from other member libraries. As such, procedures for identifying & reporting long overdue/assumed lost, lost-in-transit and courier-damaged items may vary.

#### *Reimbursement schedule*

Reimbursements related to the circumstances described in this policy will be issued annually.

### **Enforcement**

Regional library contracts must be signed and returned to CCRLS before a member library can receive the reimbursements described in this policy.

### **Stakeholders & Responsibilities**

*CCRLS staff:* create annual budget estimates for all reimbursements; produce, manage & distribute system reports used for policy-related procedures; review items for possible courier damage; search for long in-transit items at member library locations as necessary; coordinate billing for ILL lending; coordinate reimbursements through College AP.

*CCRLS Advisory Council:* review annual allocations for reimbursements as part of the budget approval process; review & discuss policy, as needed.

*PYM directors:* review annual reimbursements for accuracy; review annual allocations for reimbursements as part of the budget approval process; review & discuss policy, as needed.

*PYM committee:* review & discuss related procedures, as needed.

*PYM library staff:* implement adopted procedures; conduct regular searches for long in-transit items.

### **Procedures & Forms**

- Reimbursement procedures for items lost by Basic patrons
- Reimbursement procedures for long in-transit items
- Reimbursement procedures for items lost and/or damaged via Interlibrary Loan (ILL) lending
- Procedures for recovery efforts - searching for long in-transit items
- Procedures for reporting CCRLS courier-damaged items
- Reimbursement procedures for items lost through borrowing/lending process with CCC Library

### **Frequently Asked Questions**

None.

### **Definitions**

<b>PYM</b>	Polk, Yamhill, Marion Library Association
<b>Member Library</b>	A fully recognized CCRLS member library, operating under a current contract.
<b>Basic Patron</b>	Those residing within the CCRLS service area, but outside of the tax boundaries of an established member library. Includes CARE patrons, excludes fee-paying Basic patrons.



# Chemeketa Cooperative Regional Library Service

## 10698203 Exhibit D Mileage Reimbursement

Policy No. REIMB-005

Type of Policy: Reimbursement

External Requirement for Review: Not applicable

Compliance Reporting: Not applicable

Policy Owner: CCRLS

Policy Contact: CCRLS Director

### Action Summary

Date (Month/Year)	Agent	Description
Feb 2026	CCRLS Director	Policy draft finalized.
Mar 2026	PYM Library Association	Approved policy draft. Referred to the CCRLS Advisory Council.
Mar 2026	CCRLS Advisory Council	Reviewed & approved policy.

## **Reason for Policy**

Mileage reimbursement was conceived to encourage regular attendance at in-person Polk, Yamhill, Marion Counties (PYM) Library Association meetings, Chemeketa Cooperative Regional Library Service (CCRLS) Advisory Council meetings, subcommittee meetings, and training events presented or arranged by CCRLS.

## **Policy Statement**

Reimbursement will be per current College rates, and will be based on a roundtrip from the participating library or home address of CCRLS Council lay members to meeting/training.

Only one staff member from each library is permitted to request mileage reimbursement. In instances where multiple staff members from the same participating library seek reimbursement for the same meeting or training, the total mileage reimbursement shall be apportioned equally among them.

Events qualifying for mileage reimbursement include:

- PYM Library Association, PYM subcommittee, PYM ad-hoc committee and/or workgroup meetings
- CCRLS Advisory Council meetings. Council lay members are also eligible to receive mileage reimbursement for visiting public libraries in an official representative capacity.
- CCRLS-sponsored meetings and training.

Attendance at professional development events organized by CCRLS but delivered by external parties shall not qualify for mileage reimbursement. Furthermore, individuals serving in a volunteer capacity are ineligible for any reimbursement.

## **Reimbursement Frequency & Schedule**

Unless otherwise specified, reimbursements described in this policy will be issued biannually. For mileage accrued between July and December, the reimbursement will be distributed in January, and for mileage accrued between January and June, the reimbursement will be distributed in July of the next fiscal year. The fiscal year spans July 1 through June 30. For instance, mileage incurred in September 2025 will be reimbursed in January 2026, whereas mileage incurred in February 2026 will be reimbursed in July 2026.

Mileage reimbursements shall be disbursed monthly to CCRLS Advisory Council lay members who visit public libraries in an official representative capacity.

## **Stakeholders**

PYM Library Association members (Library Directors and Managers); member library employees; conveners of PYM subcommittees, ad-hoc committees, and/or workgroups; CCRLS Advisory Council members; CCRLS Administration; and the Chemeketa Community College Accounts Payable Office.

## **Procedures**

Maintained internally by CCRLS Administration. Details available to stakeholders upon request.

## **Forms**

- Attendance & Mileage Form
- Mileage Reimbursement Registration Form
- Council Library Visit Mileage Reimbursement Form

## **Frequently Asked Questions**

None.

## **Responsibilities**

CCRLS Administration will:

- Ensure that an Attendance & Mileage Form is provided for each eligible event.
- Collect Attendance & Mileage Forms after eligible events and record and track mileage for each in-person attendee requesting reimbursement.
- Ensure that each person requesting reimbursement completes a Mileage Reimbursement Registration Form and submit the Mileage Reimbursement Registration Form on their behalf to Chemeketa Community College Accounts Payable before the first payment is issued.
- Submit mileage reimbursement requests to Chemeketa Community College Accounts Payable biannually, in January for July through December mileage, and in July for January through June mileage.
- Regularly review and update all mileage reimbursement related forms and ensure they are posted to the appropriate SharePoint site.

PYM subcommittee, ad-hoc committee, and/or workgroup chair or convener will:

- Provide CCRLS Administration with an annual meeting schedule before the first meeting of every fiscal year (July-June) and ensure changes to this schedule are communicated to CCRLS Administration.
- Communicate to CCRLS Administration the date, time, and location of all scheduled in-person meetings.
- Request an Attendance & Mileage Form from CCRLS Administration or download and print one from the document library in the Forms folder on the Library Support SharePoint site before each in-person meeting.
- Ensure all members in attendance sign the Attendance & Mileage Form and indicate they want reimbursement for mileage by entering a Y or Yes in the last column on the form.
- Submit the Attendance & Mileage Form to CCRLS Administration following each meeting, either by email or through the library courier.

PYM Library Association members, member library employees, CCRLS Council members will:

- Sign the Attendance & Mileage Form provided at in-person meetings or training and indicate on the form that a reimbursement for mileage is requested by entering a Y or Yes in the last column.
- Complete a Mileage Reimbursement Registration Form before the first payment is issued and submit the form to CCRLS Administration by email or via the library courier for processing. This form can be downloaded from the document library in the Forms folder on the Library Support SharePoint site or requested from CCRLS Administration.
- Inform Chemeketa Accounts Payable of any changes in contact and bank information by email [accountspayable@chemeketa.edu](mailto:accountspayable@chemeketa.edu) before payment is issued.

CCRLS Advisory Council lay members seeking mileage reimbursement for official library visits shall complete and submit a Library Visit Mileage Reimbursement Form to CCRLS Administration. This form may be obtained from the CCRLS Advisory Council SharePoint document library under Mileage Reimbursement Templates or requested directly from CCRLS. Additionally, Council members must register for payment in accordance with the procedures outlined above.

## **Enforcement**

All attendees requesting mileage reimbursement must complete and sign the Attendance & Mileage Form at the event and ensure a Mileage Reimbursement Registration Form is on file with Chemeketa Accounts Payable. Payment and contact details must be up to date before reimbursement can be issued.

## Related Information

- PYM Library Association Bylaws, Article VI, Section 1
- Library Participation in Chemeketa Cooperative Regional Library Services (CCRLS) Intergovernmental Agreement, Attachment A. Statement of Work/Consideration, 1), a), x), or Stayton Public Library only: 1), a), viii).

## Definitions

Biannually	Occurring twice a year.
CCRLS Council Lay Member	CCRLS Council members who are elected to sit on the CCRLS Council; three from Polk, Yamhill, and Marion counties, and a fourth appointed from as a Rural representative from any of the counties and who resides outside of the boundaries of any of the CCRLS member libraries. Lay members provide a community perspective and reaction to the functioning, decisions and proposals of CCRLS.
Member Library	A fully recognized CCRLS member library, operating under a current contract.
PYM	Polk, Yamhill, and Marion counties.

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Approval of Resolution 2025/26-26 Amending the City of Dayton Fee Schedule Public Safety Fee, Update Water and Sewer Rate Schedule  
**Date:** June 15, 2026

**Background and Information:**

Water/Sewer rate increases

The Budget Committee recommended allocating the DEQ loan debt service equally between the Water Fund and Sewer Fund. However, the DEQ loan agreement requires that the full debt service obligation be funded exclusively through the Wastewater (Sewer) Fund.

To comply with the DEQ loan requirements, the new rate schedule includes a 7% increase to the monthly water base rate for all meter sizes and an approximately 14.81% increase to sewer rates for all customers.

Monthly Water Rates					
Inside City Limits			Outside City Limits		
Meter Size	Current Monthly Base Rate	Proposed Monthly Base Rate	Meter Size	Current Monthly Base Rate	Proposed Monthly Base Rate
5/8-inch by 3/4-inch	\$ 51.31	\$ 54.90	5/8-inch by 3/4-inch	\$ 61.58	\$ 65.89
1.0"	\$ 71.84	\$ 76.87	1.0"	\$ 86.22	\$ 92.26
1.5"	\$ 92.37	\$ 98.84	1.5"	N/A	N/A
2.0"	\$ 148.82	\$ 159.24	2.0"	N/A	N/A
3.0"	\$ 564.49	\$ 604.00	3.0"	\$ 677.39	\$ 724.81
4.0"	\$ 718.44	\$ 768.73	4.0"	N/A	N/A
6.0"	\$ 1,077.67	\$ 1,153.11	6.0"	\$ 1,293.20	\$ 1,383.72

Monthly Sewer Rates		
	Current Monthly Rate	Proposed Monthly Rate
Single Family	\$ 85.50	\$ 98.16
Multi-Family	\$ 85.5 per unit	\$ 98.16 per unit
Commercial	\$ 81.93	\$ 94.06
Restaurants/Taverns	\$ 92.64	\$ 106.36
Churches, Lodges, & Clubs	\$ 85.50	\$ 98.16
Hotels/Motels	\$ 85.50 per room/unit	\$ 98.16 per room /unit
Offices	\$ 85.50	\$ 98.16
Laundries	\$ 66.46 per washer	\$ 76.30 per washer
Schools	\$ 85.50	\$ 98.16

	Current FY 25/26	Recommended FY 26/27	Updated FY 26/27
Sewer	85.5	88.92	98.16
Water	51.31	64.14	54.90
Estimated Water/Sewer Bill for 544 cubic feet	149.91	166.16	166.16

Public safety fee

In January, the City Council approved a temporary Public Safety Fee of \$12.65 per month to offset revenue shortfalls resulting from the six-month delay in implementing the fee. Having achieved the objective of closing the deficit gap in the Local Option Levy Fund, staff recommend reducing the Public Safety Fee to \$4.90 per month.

**City Manager Recommendation:** Approve the “potential motion” listed below.

**Potential Motion:** “I move to approve Resolution 2025/26-26 ‘A Resolution Amending the City of Dayton Fee Schedule to Update the Public Safety Fee, and Water and Sewer Rate Schedules,’”

**Council Options:**

1. Approve the rates as presented.
2. Approve the rates as amended. This will require additional staff analysis to determine budget impact based on Council’s desired action.
3. Do not approve the rate changes. In this case, staff will need to evaluate cuts to operations in order to meet budget targets.

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

**A Resolution Amending the City of Dayton Fee Schedule to Update the Public Safety Fee, and Water and Sewer Rate Schedules**

**WHEREAS**, the last water rates were established by Resolution No. 2021/22-09, and the last sewer rates were established by Resolution No. 2023/24-07; and

**WHEREAS**, the City of Dayton owns and operates the municipal water and sewer utility systems, and while current rates cover basic services and debt obligations, they do not sufficiently support ongoing maintenance and necessary system replacements; and

**WHEREAS**, the City Council established a Public Safety Fee by Ordinance 667 to help offset deficits in funding public safety services; and

**WHEREAS**, the Budget Committee adopted a budget that includes new and adjusted utility rates to ensure the City's fiscal solvency, specifically a 7% across-the-board increase to monthly base water rates and a 14.81% across-the-board increase to sewer rates, which are necessary to cover operational costs, critical capital improvements, and debt service associated with major infrastructure projects; and

**WHEREAS**, a duly noticed public hearing was held on June 1, 2026, to receive public input on the proposed fee and rate adjustments.

**NOW, THEREFORE, THE CITY OF DAYTON RESOLVES AS FOLLOWS:**

1. **THAT** the City of Dayton Fee Schedule Public Safety Fee, attached hereto as **Schedule A** and by this reference made a part hereof, shall become effective with the billing statement issued July 2026; and
2. **THAT** the water rate schedules, attached hereto as **Schedule B** and by this reference made a part hereof, shall become effective with the billing statement issued July 2026; and
3. **THAT** the sewer rate schedules, attached hereto as **Schedule C** and by this reference made a part hereof, shall become effective with the billing statement issued July 2026; and
4. **THAT** all prior resolutions, or portions thereof, that are inconsistent or in conflict with this resolution are hereby superseded to the extent of such inconsistency or conflict.

**ADOPTED** on the 15<sup>th</sup> day of June 2026.

**In Favor:**

**Opposed:**

**Absent:**

**Abstained:**

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**Annette Frank, Mayor**

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**Date Signed**

**ATTEST:**

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**Rocio Vargas, City Recorder**

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**Date of Enactment**

**Attachments**

**Schedule A**

**Schedule B**

**Schedule C**

### Schedule A

PUBLIC SAFETY FEE		
Description	Monthly Rate	Comments Per Month Rates
Per Developed Property	\$4.90	According to Sec 1.20.06 of the Public Safety Fee Act, on Developed Properties with multiple Residential/Nonresidential Units, each Residential/Nonresidential Unit shall be charged the monthly rate.

## Schedule B

MONTHLY WATER RATES					
Inside City Limits			Outside City Limits		
Meter Size	Monthly Base Rate	Allowance with Base	Meter Size	Monthly Base Rate	Allowance with Base
5/8-inch by 3/4-inch	\$54.90	200 cubic feet	5/8-inch by 3/4-inch	\$65.89	200 cubic feet
1.0"	\$76.87	280 cubic feet	1.0"	\$92.26	280 cubic feet
1.5"	\$98.84	360 cubic feet	1.5"	N/A	360 cubic feet
2.0"	\$159.24	580 cubic feet	2.0"	N/A	580 cubic feet
3.0"	\$604.00	2200 cubic feet	3.0"	\$724.81	2200 cubic feet
4.0"	\$768.73	2800 cubic feet	4.0"	N/A	2800 cubic feet
6.0"	\$1,153.11	4200 cubic feet	6.0"	\$1,383.72	4200 cubic feet

### Schedule C

SEWER RATES		
Description	New Rate	Comments Per Month Rates
Single Family Residence	\$98.16	Per EDU
Multi-Family Residence	\$98.16	Per Unit
Commercial	\$94.06	Per EDU
Restaurants/Taverns	\$106.36	Per EDU
Churches, Lodges, & Clubs	\$98.16	Per EDU
Hotels & Motels	\$98.16	Per Room or Unit
Offices	\$98.16	Per EDU
Laundries	\$76.30	Per Washer
Schools:		
Grade School (Main Service): Sept 1 - June 30	\$98.16	Per EDU x 9 EDU's
July 1 - Aug 31	\$98.16	Per EDU x 2 EDU's
Grade School Each Additional Service: (year-round)	\$98.16	Per EDU
Jr. High/High School (Main Service): Sept 1 - June 30	\$98.16	Per EDU x 19 EDU's
July 1 - Aug 31	\$98.16	Per EDU x 4 EDU's
Jr. High/High School Each Additional Service: (year-round)	\$98.16	Per EDU
RV Spaces: (4 Spaces = 1 EDU)	\$98.16	Per EDU
Other Supporting Buildings	\$98.16	Per EDU x 2

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**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Approval of Resolution 2025/26-27 Adopting a Supplemental Budget for fiscal year 2025-2026, Approving Line-Item Transfers of Appropriations and Contingencies, and Authorizing an Interfund Loan from the Sewer Fund to the General Fund.  
**Date:** June 15, 2026

**Background and Information:** The City has seen higher-than-expected revenues from franchise fees, planning fees, and building permits due to increased community activity. However, related expenses in areas like inspections and professional services have exceeded the original budget, requiring a supplemental appropriation.

To help cover the General Fund deficit, a \$15,000 interfund loan from the Sewer Fund is proposed, to be repaid by June 30, 2026. The Sewer Fund has enough resources to support this loan without affecting its financial obligations.

**City Manager Recommendation:** Recommend approval of Resolution 2025/26-27.

**Potential Motion:** "I move to approve Resolution 2025/26-27 Adopting a Supplemental Budget for fiscal year 2025-2026, Approving Line-Item Transfers of Appropriations and Contingencies, and Authorizing an Interfund Loan from the Sewer Fund to the General Fund."

**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.

A public hearing on a proposed supplemental budget for the City of Dayton, Oregon for the current fiscal year will be held at the Palmer Creek Lodge Community Events Center, 606 4th St., Dayton, OR 97114 on the second floor. The hearing will take place at the City Council meeting scheduled for June 15, 2026 at 6:30 pm. The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget may be inspected or obtained on or after Monday, June 8 at Dayton City Hall, 408 Ferry St., Dayton, OR 97114, between the hours of 8:00 am and 5:30 pm (excluding the 12:00 pm to 12:30 pm closure for lunch), Monday through Thursday. The supplemental budget will also be posted on the City website at <https://www.daytonoregon.gov/>.

For more information, you may also contact the City Manager by email at [jcaudle@daytonoregon.gov](mailto:jcaudle@daytonoregon.gov), by telephone at 503-864-2221 ext. 504, or in person at Dayton City Hall.

**SUMMARY OF PROPOSED BUDGET CHANGES**  
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

**FUND: General**

<b>Resources</b>	<b>Amount</b>	<b>Expenditures</b>	<b>Amount</b>
1 <u>Beginning balance</u>	139,202	1 <u>Administration (inc. transfers out)</u>	281,359
2 <u>Transfers in</u>	106,744	2 <u>Building</u>	149,601
3 <u>Intergovernmental</u>	77,450	3 <u>Contingency</u>	26,467
4 <u>Donations</u>	10,000	4 <u>Library</u>	92,019
5 <u>Grants</u>	12,113	5 <u>Parks</u>	154,414
6 <u>Fees/charges for service</u>	104,020	6 <u>Planning and Development</u>	190,901
<b>Revised Total Fund Resources</b>	<b>894,761</b>	<b>Revised Total Fund Requirements</b>	<b>894,761</b>

**Explanation of change(s):**

RESOURCES: Increase in beginning balance (\$15,932 budgeted versus \$139,202 actual) to match FY 24/25 audited ending balance. \$11,750 increase in intergovernmental revenues from Travel Oregon grant for website development. \$10,000 increase in donations for July 4 fireworks. \$1,113 increase in grants for library book repair machine. \$65,659 decrease in planning fee revenues reflecting updated year-end projections and actual billings. \$50,000 increase in transfers in to reflect an interfund loan from the Water Fund. REQUIREMENTS: \$70,214 increase to Administration Department as follows: \$17,439 - increased legal fee expenditures. \$17,000 - increased maintenance at the community center. -\$15,000 in Dayton Harvest Festival account. (Account where fireworks program was originally budgeted. This will now be recorded in the Parks Department.) \$11,775 - Travel Oregon website development project. \$15,000 - decrease in Sewer Fund transfer no longer needed. \$50,000 - Water Fund interfund loan approved earlier in fiscal year. \$24,389 decrease to Building Department reflects anticipated savings to be transferred elsewhere in the General Fund. \$32,926 decrease in contingency to be transferred elsewhere in General Fund. \$19,487 increase to Library Department due to certain accounts projected to be over budget by fiscal year-end. \$28,694 increase to Parks Department due to certain accounts projected to be over budget by fiscal year-end. \$69,391 increase to Planning Department due to certain accounts, mostly planning fees, projected to be over budget by fiscal year-end. \$50,000 increase in transfers out (recorded in the Administration Department) for an interfund loan from the Water Fund that was received and paid this fiscal year.

**FUND: Equipment Replacement**

<b>Resources</b>	<b>Amount</b>	<b>Expenditures</b>	<b>Amount</b>
1 <u>Transfers in</u>	28,117	1 <u>Capital</u>	28,117
<b>Revised Total Fund Resources</b>	<b>28,117</b>	<b>Revised Total Fund Requirements</b>	<b>28,117</b>

**Explanation of change(s):**

Transfers in from other funds is reduced based on actual capital investments in equipment. Overall, resources and requirements are reduced \$16,700 in this fund.

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**FUND: Local Option Levy**

<b>Resources</b>	<b>Amount</b>	<b>Expenditures</b>	<b>Amount</b>
1 <u>Transfers in</u>	<u>85,000</u>	1 <u>Transfers out</u>	<u>85,000</u>
2 <u>Beginning balances</u>	<u>9,295</u>	2 <u>Materials and services</u>	<u>295,848</u>
<b>Revised Total Fund Resources</b>	<b>471,726</b>	<b>Revised Total Fund Requirements</b>	<b>471,726</b>

**Explanation of change(s):**

Transfers in and out are adjusted to reflect a loan from the Water Fund that was approved this fiscal year and paid off this fiscal year. Beginning balances are adjusted to reflect actual, audited FY 24/25 balances.

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**FUND: Parks Reserve**

<b>Resources</b>	<b>Amount</b>	<b>Expenditures</b>	<b>Amount</b>
1 <u>Beginning balances</u>	<u>21,300</u>	1 <u>Materials and services</u>	<u>18,000</u>
		2 <u>Unappropriated and reserved</u>	<u>30,379</u>
<b>Revised Total Fund Resources</b>	<b>49,040</b>	<b>Revised Total Fund Requirements</b>	<b>49,040</b>

**Explanation of change(s):**

Beginning balances are adjusted to reflect actual, audited FY 24/25 balances. Materials and services are decreased to reflect actual amounts spent on parks master planning throughout the fiscal year. Unappropriated/reserved balances are projected to increase due to beginning balances being higher than projected and actual expenditures being lower than projected.

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**FUND: State Revenue Sharing**

<b>Resources</b>	<b>Amount</b>	<b>Expenditures</b>	<b>Amount</b>
1 <u>Transfers in</u>	<u>5,000</u>	1 <u>Transfers out</u>	<u>5,000</u>
<b>Revised Total Fund Resources</b>	<b>32,206</b>	<b>Revised Total Fund Requirements</b>	<b>32,206</b>

**Explanation of change(s):**

Transfers in and transfers out are increased to reflect an interfund loan from the Water Fund that was received and paid during the fiscal year.

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**FUND: Stormwater Fund**

Resources		Amount	Expenditures		Amount
1	Loan proceeds	70,950	1	Capital	70,950
<b>Revised Total Fund Resources</b>		<b>70,950</b>	<b>Revised Total Fund Requirements</b>		<b>70,950</b>

**Explanation of change(s):**

Loan proceeds are increased to reflect a promissory note issued to the City by a private developer for stormwater repairs associated with the Inn at Dayton project. Capital is increased to reflect the costs to perform the stormwater repair on Highway 221.

**FUND: Street Fund**

Resources		Amount	Expenditures		Amount
1	Beginning balances	217,592	1	Capital	6,000
			2	Transfers out	12,000
			3	Unappropriated/reserved	54,496
<b>Revised Total Fund Resources</b>		<b>451,923</b>	<b>Revised Total Fund Requirements</b>		<b>451,923</b>

**Explanation of change(s):**

Beginning balances are adjusted to reflect actual, audited FY 24/25 balances. Capital expenditures are reduced \$1,000 to reflect actual expenditures. Transfers out have a net \$2,000 increase to reflect transfers needed to fund equipment in the equipment replacement fund.

**RESOLUTION NO. 2025/26-27**  
**City of Dayton, Oregon**

**A Resolution Adopting a Supplemental Budget for fiscal year 2025-2026  
and Approving Line-Item Transfers of Appropriations and Contingencies.**

**WHEREAS**, the City of Dayton is adopting this resolution in accordance with ORS 294.471 due to several financial developments and operational needs that have arisen since the adoption of the fiscal year 2025-2026 budget. These conditions were not known at the time the budget was adopted and now require supplemental appropriation authority; and

**WHEREAS**, in addition to increased expenditures, certain funds require adjustments through transfers of appropriation authority to align budgeted resources with actual operational needs, in accordance with ORS 294.463. Some of these adjustments involve transfers from contingency to specific expenditure categories to cover unforeseen costs, as permitted by ORS 294.463(2); and

**WHEREAS**, this resolution formally adopts the supplemental budget and authorizes the required transfers in accordance with the Local Budget Law; now therefore

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

**Section 1. Supplemental Appropriations**

The City Council hereby adopts the supplemental budget for fiscal year 2025-2026 as summarized in Schedule A, which reflects revised appropriation totals by fund and category. The underlying line-item detail and explanations for these changes are provided in Schedule B. The supplemental appropriations shown in both schedules are hereby authorized and appropriated.

**Section 2. Transfers of Appropriations**

The City Council hereby approves the transfers of appropriation authority within funds, including transfers from contingency and between line items, as detailed in Schedule B. These transfers do not change the total appropriations by fund but are necessary to realign resources for operational purposes. The fund-level summary of these adjustments is reflected in Schedule A. These actions are authorized pursuant to ORS 294.463.

**ADOPTED** this 15<sup>th</sup> day of June 2026

In Favor:

Opposed:

Absent:

Abstained:

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**Annette Frank, Mayor**

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**Date Signed**

ATTESTED BY:

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**Rocio Vargas, City Recorder**

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**Date of Enactment**

**Attachments:**

Schedule A

Schedule B

## SCHEDULE A

**Note:** The “FY 25/26 Budget” column reflects any amendments this fiscal year prior to adoption of this resolution.

### Resources and other financing sources - by fund

Fund	FY 25/26 Budget	\$ Change	FY 25/26 Amended
ARPA Fund	0	0	0
Building Reserve	866,529	917	867,446
Debt Service	766,529	-25,034	741,495
Equipment Replacement	44,817	-16,700	28,117
General	764,287	130,474	894,761
Local Option Levy	378,006	93,720	471,726
Parks Reserve	35,661	13,379	49,040
Sewer	1,086,484	62,042	1,148,526
Sewer Reserve	1,232,863	0	1,232,863
State Revenue Sharing	27,206	5,000	32,206
Stormwater	25,380	45,570	70,950
Street Fund	396,427	55,496	451,923
Street Reserve	179,959	0	179,959
Transient Lodging Tax	296,907	0	296,907
Water	1,749,639	140,000	1,889,639
Water Capital	1,734,538	0	1,734,538
<b>Grand Total</b>	<b>9,585,232</b>	<b>504,864</b>	<b>10,090,096</b>

**Expenditures and other financing uses - by fund, cost center/department, and category**

Fund	FY 25/26 Budget	\$ Change	FY 25/26 Amended
ARPA Fund	0	0	0
Building Reserve	866,529	917	867,446
Building Reserve	866,529	917	867,446
Capital	865,626	0	865,626
Contingency	903	0	903
Transfers out	0	0	0
Unappropriated fund balance and reserves	0	917	917
Debt Service	766,529	-25,034	741,495
Debt Service	766,529	-25,034	741,495
Principal and Interest	452,533	-25,034	427,499
Transfers out	0	0	0
Unappropriated fund balance and reserves	313,996	0	313,996
Equipment Replacement	44,817	-16,700	28,117
Equipment Replacement	44,817	-16,700	28,117
Capital	40,640	-12,640	28,000
Contingency	4,177	-4,060	117
Transfers out	0	0	0
Unappropriated fund balance and reserves	0	0	0
General	764,287	130,474	894,761
Administration	211,145	70,214	281,359
Personnel	128,845	4,000	132,845
Materials and Services	65,866	31,214	97,080
Capital	1,434	0	1,434
Contingency	0	0	0
Transfers out	15,000	35,000	50,000

Fund	FY 25/26 Budget	\$ Change	FY 25/26 Amended
Unappropriated fund balance and reserves	0	0	0
Building Program	173,987	-24,386	149,601
Personnel	66,366	-4,886	61,480
Materials and Services	106,945	-19,500	87,445
Capital	676	0	676
Principal and Interest	0	0	0
Transfers out	0	0	0
Contingency	59,393	-32,926	26,467
Contingency	59,393	-32,926	26,467
Library	72,532	19,487	92,019
Personnel	45,711	16,887	62,598
Materials and Services	26,321	1,100	27,421
Capital	500	1,500	2,000
Parks	125,720	28,694	154,414
Personnel	68,474	0	68,474
Materials and Services	54,746	27,629	82,375
Capital	2,500	1,065	3,565
Transfers out	0	0	0
Planning and Development	121,510	69,391	190,901
Personnel	39,453	2,100	41,553
Materials and Services	81,381	67,291	148,672
Capital	676	0	676
Unappropriated fund balance and reserves	0	0	0
Unappropriated fund balance and reserves	0	0	0

Fund	FY 25/26 Budget	\$ Change	FY 25/26 Amended
Unused - Administration	0	0	0
Personnel	0	0	0
Materials and Services	0	0	0
Capital	0	0	0
Local Option Levy	378,006	93,720	471,726
Law Enforcement Services	378,006	93,720	471,726
Personnel	89,837	0	89,837
Materials and Services	288,169	7,679	295,848
Capital	0	1,041	1,041
Contingency	0	0	0
Transfers out	0	85,000	85,000
Unappropriated fund balance and reserves	0	0	0
Parks Reserve	35,661	13,379	49,040
Parks Department	35,661	13,379	49,040
Materials and Services	35,000	-17,000	18,000
Capital	0	0	0
Contingency	661	0	661
Unappropriated fund balance and reserves	0	30,379	30,379
Sewer	1,086,484	62,042	1,148,526
Sewer Department	1,086,484	62,042	1,148,526
Personnel	356,851	0	356,851
Materials and Services	263,640	0	263,640
Capital	3,600	9,900	13,500
Contingency	18,116	0	18,116
Transfers out	444,277	-14,350	429,927
Unappropriated fund balance and reserves	0	66,492	66,492
Sewer Reserve	1,232,863	0	1,232,863

Fund	FY 25/26 Budget	\$ Change	FY 25/26 Amended
State Revenue Sharing	27,206	5,000	32,206
State Revenue Sharing	27,206	5,000	32,206
Materials and Services	27,206	0	27,206
Capital	0	0	0
Transfers out	0	5,000	5,000
Unappropriated fund balance and reserves	0	0	0
Stormwater	25,380	45,570	70,950
Stormwater Department	25,380	45,570	70,950
Capital	0	70,950	70,950
Transfers out	25,034	-25,034	0
Unappropriated fund balance and reserves	346	-346	0
Street Fund	396,427	55,496	451,923
Street Department	396,427	55,496	451,923
Personnel	80,443	0	80,443
Materials and Services	130,828	0	130,828
Capital	7,000	-1,000	6,000
Contingency	168,156	0	168,156
Transfers out	10,000	2,000	12,000
Unappropriated fund balance and reserves	0	54,496	54,496
Street Reserve	179,959	0	179,959
Street Department	179,959	0	179,959
Materials and Services	0	5,000	5,000
Capital	10,000	0	10,000
Contingency	169,959	-5,000	164,959
Unappropriated fund balance and reserves	0	0	0
Transient Lodging Tax	296,907	0	296,907

Fund	FY 25/26 Budget	\$ Change	FY 25/26 Amended
Water	1,749,639	140,000	1,889,639
Water Department	1,749,639	140,000	1,889,639
Personnel	483,332	0	483,332
Materials and Services	609,317	0	609,317
Capital	32,000	0	32,000
Contingency	278,792	0	278,792
Transfers out	346,198	125,650	471,848
Unappropriated fund balance and reserves	0	14,350	14,350
Water Capital	1,734,538	0	1,734,538
<b>Grand Total</b>	<b>9,585,232</b>	<b>504,864</b>	<b>10,090,096</b>

## SCHEDULE B

**Note:** The “FY 25/26 Budget” column reflects any amendments this fiscal year prior to adoption of this resolution.

### Resources and other financing sources – by fund and account

	FY 25/26 Budget	\$ Change	FY 25/26 Amended	Explanation
<b>Building Reserve</b>	366,529	917	367,446	
760-000-400-000-Working Capital	355,629	-1,013	354,616	Actual audited beginning balance.
760-000-404-000-Interest	900	11,930	12,830	Actual interest received YTD.
760-000-459-100-Transfer from Street Fund	10,000	-10,000	0	This transfer is not necessary.
<b>Debt Service</b>	25,034	-25,034	0	
850-000-459-501-Transfer from Stormwater Fund	25,034	-25,034	0	This transfer is not necessary as the first year's loan payment will not be made this fiscal year.
<b>Equipment Replacement</b>	39,700	-16,700	23,000	
750-000-459-100-Transfer from Street Fund	0	12,000	12,000	Reflects increased Street Fund equipment needs, such as replacing street sweeper tires.
750-000-459-200-Transfer from Water Fund	19,850	-14,350	5,500	Reflects decreased Water Fund equipment needs.
750-000-459-300-Transfer from Sewer Fund	19,850	-14,350	5,500	Reflects decreased Sewer Fund equipment needs.
<b>General</b>	123,311	130,474	253,785	
100-000-400-000-Working Capital	15,932	123,270	139,202	Actual audited beginning balance.
100-000-416-100-Planning Fees	107,379	-65,659	41,720	This reflects actual amounts billed and expected by fiscal year-end.
100-000-436-200-Travel Oregon Grant	0	11,750	11,750	Discover Dayton grant received earlier this fiscal year.
100-000-449-000-General Library Grant	0	1,113	1,113	Grant received for book repair equipment.
100-000-495-000-Fireworks Donations Revenue	0	10,000	10,000	New account to record donations for July 4 fireworks.
100-000-499-301-Transfer from Water Fund	0	50,000	50,000	Interfund loan approved earlier this fiscal year by City Council resolution.
<b>Local Option Levy</b>	575	93,720	94,295	
101-000-400-000-Working Capital	575	8,720	9,295	Actual audited beginning balance.
101-000-459-300-Transfer from Water Fund	0	85,000	85,000	Interfund loan approved earlier this fiscal year by City Council resolution.

	FY 25/26 Budget	\$ Change	FY 25/26 Amended	Explanation
Parks Reserve	7,921	13,379	21,300	
780-000-400-000-Working Capital	7,921	13,379	21,300	Actual audited beginning balance.
Sewer	24,438	62,042	86,480	
400-000-400-000-Working Capital	24,438	62,042	86,480	Actual audited beginning balance.
State Revenue Sharing	0	5,000	5,000	
500-000-459-300-Transfer from Water Fund	0	5,000	5,000	Interfund loan approved earlier this fiscal year by City Council resolution.
Stormwater	25,380	45,570	70,950	
450-000-441-000-Loan Proceeds	0	70,950	70,950	Loan approved earlier this fiscal year by City Council.
450-000-450-000-Stormwater Charges	25,380	-25,380	0	Stormwater fee was not implemented this fiscal year.
Street Fund	162,096	55,496	217,592	
200-000-400-000-Working Capital	162,096	55,496	217,592	Actual audited beginning balance.
Water	0	140,000	140,000	
300-000-480-102-Transfer from General Fund	0	50,000	50,000	Interfund loan approved earlier this fiscal year by City Council resolution.
300-000-480-250-Transfer from Local Opt Levy	0	85,000	85,000	Interfund loan approved earlier this fiscal year by City Council resolution.
300-000-480-260-Transfer from State Rev Sharing	0	5,000	5,000	Interfund loan approved earlier this fiscal year by City Council resolution.
<b>Grand Total</b>	<b>774,984</b>	<b>504,864</b>	<b>1,279,848</b>	

**Requirements and other financing uses – sorted by fund and account**

Row Labels	FY 25/26 Budget	\$ Change	FY 25/26 Amended	Explanation
<b>Building Reserve</b>	0	917	917	
760-760-999-000-Unappropriated ending fund bal	0	917	917	Based on updated year-end projections.
<b>Debt Service</b>	25,034	-25,034	0	
850-850-786-400-Merchant Block Loan(principal)	25,034	-25,034	0	The first year Stormwater Fund loan payment was not necessary this year.
<b>Equipment Replacement</b>	32,817	-16,700	16,117	
750-750-880-000-Contingency	4,177	-4,060	117	Reduction in budget to reflect decreased need for interfund transfers.
750-750-903-000-Equipment	25,140	-13,140	12,000	Reduction in budget to reflect decreased need for interfund transfers.
750-750-903-400-Leaf Vac	3,500	500	4,000	Increase due to actual needs for leaf vacuum equipment.
<b>General</b>	321,451	130,474	451,925	
100-100-594-000-Health Insurance	18,412	4,000	22,412	Based on updated year-end projections.
100-100-700-000-Legal Services	2,561	17,439	20,000	Based on updated year-end projections.
100-100-707-300-Community Center Maintenance	8,000	17,000	25,000	Based on updated year-end projections.
100-100-752-000-Dayton Harvest Festival	15,000	-15,000	0	Original account where fireworks expenditure were recorded. This has been moved to another account.
100-100-800-000-Tourism-Promotions	0	11,775	11,775	This is the Discover Dayton website project funded by Travel Oregon grants.
100-100-830-300-Transfer to Sewer Utility Fund	15,000	-15,000	0	Budgeted interfund loan that is not necessary.
100-100-830-310-Transfer to Water Fund	0	50,000	50,000	Interfund loan that was approved by City Council resolution earlier this fiscal year.
100-103-604-000-Insurance	6,650	1,442	8,092	Based on updated year-end projections.
100-103-619-000-Park Maintenance	15,000	15,000	30,000	Based on updated year-end projections.
100-103-705-300-Data Processing	2,018	558	2,576	Based on updated year-end projections.
100-103-707-000-City Hall Maintenance	500	629	1,129	Based on updated year-end projections.
100-103-715-000-Fireworks Celebration Show	0	10,000	10,000	New account for July 4 fireworks.
100-103-915-000-Christmas Tree & Bandstand Ltg	500	1,065	1,565	Based on updated year-end projections.
100-104-526-000-City Manager	2,163	6,387	8,550	Based on updated year-end projections.
100-104-536-100-Library Assistant	15,153	4,500	19,653	Based on updated year-end projections.
100-104-594-000-Health Insurance	2,550	6,000	8,550	Based on updated year-end projections.

Row Labels	FY 25/26 Budget	\$ Change	FY 25/26 Amended	Explanation
100-104-707-000-Library Maintenance	500	1,100	1,600	Based on updated year-end projections.
100-104-903-000-Equipment	0	1,500	1,500	Grant for library book repair equipment.
100-105-596-000-PERS Retirement	7,136	2,100	9,236	Based on updated year-end projections.
100-105-700-000-Legal Services	1,709	18,291	20,000	Based on updated year-end projections.
100-105-705-000-Professional Services	785	4,000	4,785	Based on updated year-end projections.
100-105-705-100-Engineering Services	19,035	15,000	34,035	Based on updated year-end projections.
100-105-705-200-Planning Services	45,000	30,000	75,000	Based on updated year-end projections.
100-106-537-000-Office Specialist II	19,886	-4,886	15,000	Based on updated year-end projections.
100-106-716-000-Building Inspection Services	14,000	6,000	20,000	Based on updated year-end projections.
100-106-716-300-Type B Permit Inspections	50,000	-25,000	25,000	Based on updated year-end projections.
100-106-799-000-Miscellaneous Expense	500	-500	0	Line-item transfer of savings to offset increases elsewhere.
100-107-880-000-Contingency	59,393	-32,926	26,467	Use of contingency to meet unanticipated increases elsewhere.
<b>Local Option Levy</b>	<b>1,000</b>	<b>93,720</b>	<b>94,720</b>	
101-000-850-100-Transfer to Water Fund	0	85,000	85,000	Interfund loan that was approved by City Council resolution earlier this fiscal year.
101-101-700-000-Legal Services	1,000	7,679	8,679	Based on updated year-end projections.
101-101-903-000-Equipment	0	1,041	1,041	Based on updated year-end projections.
<b>Parks Reserve</b>	<b>35,000</b>	<b>13,379</b>	<b>48,379</b>	
780-780-705-000-Parks Master Plan	35,000	-17,000	18,000	Based on updated year-end projections.
780-780-900-110-Reserve for SDCs	0	30,379	30,379	Reserved balance of Parks Reserve funds (from SDCs).
<b>Sewer</b>	<b>19,950</b>	<b>62,042</b>	<b>81,992</b>	
400-400-840-000-Transfer to Equipment Replace	19,850	-14,350	5,500	Reduction based on actual needs.
400-400-903-000-Equipment	100	9,900	10,000	Based on updated year-end projections.
400-400-999-000-Unappropriated Ending Balance	0	66,492	66,492	Based on updated year-end projections.
<b>State Revenue Sharing</b>	<b>0</b>	<b>5,000</b>	<b>5,000</b>	
500-000-850-100-Transfer to Water Fund	0	5,000	5,000	Interfund loan that was approved by City Council resolution earlier this fiscal year.
<b>Stormwater</b>	<b>25,380</b>	<b>45,570</b>	<b>70,950</b>	

Row Labels	FY 25/26 Budget	\$ Change	FY 25/26 Amended	Explanation
450-450-614-600-Storm Lines Repair & Maintenan	0	70,950	70,950	Loan that City Council approved earlier this fiscal year for infrastructure project.
450-450-860-100-Transfer to Debt Service Fund	25,034	-25,034	0	First year's payment on loan is not necessary this fiscal year.
450-450-999-000-Unappropriated Ending Fund Bal	346	-346	0	Based on updated year-end projections.
<b>Street Fund</b>	<b>11,000</b>	<b>55,496</b>	<b>66,496</b>	
200-200-840-000-Transfer to Equipment Replace	0	12,000	12,000	Based on actual equipment needs, particularly street sweeper repairs and new tires.
200-200-870-000-Transfer to Building Reserve	10,000	-10,000	0	Transfer not necessary this fiscal year.
200-200-904-100-City Hall Annex Improvements	500	-500	0	Not needed.
200-200-904-200-Ciity Shops/Yards Improvements	500	-500	0	Not needed.
200-200-999-000-Unappropriated Ending Fund Bal	0	54,496	54,496	Based on updated year-end projections.
<b>Street Reserve</b>	<b>169,959</b>	<b>0</b>	<b>169,959</b>	
770-770-700-000-Transportation System Plan	0	5,000	5,000	Based on updated year-end projections.
770-770-880-000-Contingency	169,959	-5,000	164,959	Reducing in contingency to cover increased TSP costs.
<b>Water</b>	<b>19,850</b>	<b>140,000</b>	<b>159,850</b>	
300-300-840-000-Transfer to Equipment Replacem	19,850	-14,350	5,500	Full transfer not necessary. Reduction to offset increases elsewhere.
300-300-850-100-Transfer to General Fund	0	50,000	50,000	Interfund loan that was approved by City Council resolution earlier this fiscal year.
300-300-850-101-Transfer to Local Opn Lev Fund	0	85,000	85,000	Interfund loan that was approved by City Council resolution earlier this fiscal year.
300-300-850-500-Transfer to St Rev Sharin Fund	0	5,000	5,000	Interfund loan that was approved by City Council resolution earlier this fiscal year.
300-300-999-000-Unappropriated Ending Fund Bal	0	14,350	14,350	Based on updated year-end projections.
<b>Grand Total</b>	<b>661,441</b>	<b>504,864</b>	<b>1,166,305</b>	

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**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Approval of Resolution 2025/26-28 Adopting the Budget for the City of Dayton, Oregon for the Fiscal Year 2026/2027; Making Appropriations; and Imposing and Categorizing Ad Valorem Taxes  
**Date:** June 15, 2026

**Background:**

On 5/18/26, the Budget Committee approved the budget. The budget presented here is the same budget as approved by the Budget Committee. It is also the same budget as presented on the LB-1.

**Recommended motion:**

"I move to approve Resolution 2025/26-28, 'A Resolution Adopting the Budget for the City of Dayton, Oregon for the Fiscal Year 2026/2027; Making Appropriations; and Imposing and Categorizing Ad Valorem Taxes.'"

**Attachments:**

Resolution 2025/26-28

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**RESOLUTION No. 2025/26-28  
City of Dayton, Oregon**

**A Resolution Adopting the Budget for the City of Dayton, Oregon for the Fiscal Year 2026/2027; Making Appropriations; and Imposing and Categorizing Ad Valorem Taxes.**

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

**Section 1.** The budget for fiscal year 2026-2027 is hereby adopted in the amount of \$8,297,277.

**Section 2.** The amounts for the fiscal year beginning July 1, 2026, as set forth in Schedule A attached to this Resolution, are hereby appropriated.

**Section 3.** The taxes provided for in the adopted budget at the rate of \$1.7057 per \$1,000 of assessed value for the permanent tax rate and at the rate of \$1.85 per \$1,000 of assessed value for the local option tax are hereby imposed for tax year 2026/2027 upon the assessed value of all taxable property within the City of Dayton. The taxes are hereby categorized as follows:

	<b>General government</b>	<b>Excluded from limitation</b>
<b>Permanent Tax Rate</b>	\$1.7057/\$1,000	\$0
<b>Local Option Tax</b>	\$1.85/\$1,000	\$0

**Section 5.** This resolution is effective upon adoption.

**ADOPTED** by the City Council of Dayton, Oregon, on this 15<sup>th</sup> day of June 2026.

**In Favor:**

**Opposed:**

**Absent:**

**Abstained:**

[SIGNATURE PAGE TO FOLLOW.]

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

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

ATTEST:

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

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

**Attachment:**  
Schedule A

## Schedule A

Adopted Budget for the Fiscal Year Beginning  
July 1, 2026 and ending June 30, 2027

### General Fund

Administration	175,406
Building Program	128,076
Library	76,452
Parks	106,912
Planning and Development	175,296
Not allocated to a program or organizational unit:	
Contingency	98,893
Total General Fund:	<u>761,035</u>

### Local Option Levy Fund

Law Enforcement, Code Enforcement, and Municipal Court Programs	
Personnel	35,351
Materials and Services	291,486
Not allocated to a program or organizational unit:	
Contingency	96,283
Total Local Option Levy Fund:	<u>423,120</u>

### Transient Lodging Tax

Tourism Program	
Personnel	8,262
Materials and Services	159,837
Not allocated to a program or organizational unit:	
Transfers out	34,400
Total Transient Lodging Tax Fund:	<u>202,499</u>

### Street Fund

Public Works Department - Street Program	
Personnel	39,919
Materials and Services	99,736
Capital	253,492
Not allocated to a program or organizational unit:	
Contingency	60,410

Transfers out	6,000
Total Street Fund:	<u>459,557</u>

**Water Fund**

Public Works Department - Water Program

Personnel	504,512
Materials and Services	529,020
Capital	40,000
Not allocated to a program or organizational unit:	
Contingency	209,999
Transfers out	570,320
Total Water Fund:	<u>1,853,851</u>

**Sewer Fund**

Public Works Department - Sewer Program

Personnel	391,593
Materials and services	272,659
Capital	45,000
Not allocated to a program or organizational unit:	
Contingency	274,161
Transfers out	460,498
Total Sewer Fund:	<u>1,443,911</u>

**Stormwater Fund**

Public Works Department - Stormwater Program

Not allocated to a program or organizational unit:

Transfers out	23,650
Total Stormwater Fund:	<u>23,650</u>

**State Revenue Sharing Fund**

Events, Council, and Community Support Programs

Materials and services	12,000
Not allocated to a program or organizational unit:	
Transfers out	11,437
Total State Revenue Sharing Fund:	<u>23,437</u>

**Water Capital Fund**

Public Works Department - Water Program

Capital	1,277,750
Total Water Capital Fund:	<u>1,277,750</u>
 <b>Sewer Reserve Fund</b>	
Public Works Department - Sewer Program	
Capital	40,000
Not allocated to a program or organizational unit:	
Contingency	<u>219,468</u>
Total Sewer Reserve Fund:	<u>259,468</u>
 <b>Equipment Replacement Fund</b>	
Public Works Department - Equipment Replacement Program	
Capital	7,200
Not allocated to a program or organizational unit:	
Contingency	<u>247</u>
Total Equipment Replacement Fund:	<u>7,447</u>
 <b>Building Reserve Fund</b>	
Public Works Department - Building Reserve Program	
Capital	764,757
Not allocated to a program or organizational unit:	
Contingency	<u>500</u>
Total Building Reserve Fund:	<u>765,257</u>
 <b>Street Reserve Fund</b>	
Public Works Department - Street Program	
Capital	10,000
Not allocated to a program or organizational unit:	
Contingency	<u>175,843</u>
Total Street Reserve Fund:	<u>185,843</u>
 <b>Parks Reserve Fund</b>	
Public Works Department - Parks Program	
Not allocated to a program or organizational unit:	
Contingency	<u>33,772</u>
Total Parks Reserve Fund:	<u>33,772</u>
 <b>Debt Service Fund</b>	

Not allocated to a program or organizational unit:

Principal and interest payments

576,680

Total Debt Service Fund:

576,680

Total appropriations - all funds:

8,297,277

Total reserved or unappropriated amounts:

488,729

Total budget:

8,786,006

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Approval of Resolution 2025/26-29 Election to Receive State Revenues  
**Date:** June 15, 2026

**Background Information:**

To receive the City's share of State Revenue Sharing Funds, the Council is required to pass a resolution declaring the City's election to receive such funds.

**City Manager Recommendation:** I recommend approval of Resolution 2025/26-29.

**Potential Motion:** "I move to approve Resolution 2025/26-29 a Resolution Declaring the City of Dayton's Election to Receive State Revenues for Fiscal Year 2026/27."

**City Council Options:**

- 1 - Move to approve the Resolution.
- 2 - Move to approval the Resolution with certain changes.
- 3 - Take no action and direct Staff to do more research and bring more options back to the City Council at a later date, but not after June 30, 2026.

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**RESOLUTION No. 2025/26-29**  
**City of Dayton, Oregon**

**A Resolution Declaring the City of Dayton’s Election to Receive State Revenues for Fiscal Year 2026/2027**

**WHEREAS**, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse funds only if the city provides four or more of the following services:

- 1) Police protection
- 2) Fire protection
- 3) Street construction, maintenance, and lighting
- 4) Sanitary sewer
- 5) Storm sewers
- 6) Planning, zoning, and subdivision control
- 7) One or more utility services

and

**WHEREAS**, city officials recognize the desirability of assisting the state office responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760; and

**WHEREAS**, in order to receive State Revenue Sharing Funds, the City Council must hold two public hearings to allow the public to comment on possible uses of these funds and the proposed uses of these funds in the FY 2026/2027 Budget; and

**WHEREAS**, these hearings were held by the Budget Committee on May 5, 2026; and by the City Council on June 15, 2026; and

**WHEREAS**, another requirement to receive these funds is that the City must enact a resolution each year stating that they wish to receive them.

**Now, therefore, the City of Dayton resolves as follows:**

- 1) **THAT** pursuant to ORS 221.770, the City of Dayton hereby elects to receive state revenues for fiscal year 2025/2026; and
- 2) **THAT** the City of Dayton hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:
  - Police protection
  - Street construction, maintenance, & lighting
  - Sanitary sewer

- Storm sewers
- Planning, zoning, and subdivision control
- Drinking water; and

3) **THAT** this resolution will be effective immediately upon adoption by the City Council.

**ADOPTED** this 15<sup>th</sup> day of June 2026.

**In Favor:**

**Opposed:**

**Absent:**

**Abstained:**

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

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

ATTEST:

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

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

I certify that a public hearing before the Budget Committee was held on May 5, 2026, and a public hearing before the City Council was held on June 15, 2026, to give citizens an opportunity to comment on the use of State Revenue Sharing.

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

**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Approval of Resolution 2025/26-30 'A Resolution Authorizing Year End Transfer of Funds in the FY 2026/2027 Budget  
**Date:** June 15, 2026

**Background:**

Each fiscal year, the budget typically funds interfund transfers for various reasons. To give a few examples: The Water and Sewer Funds transfer cash to the Debt Service Fund. The Debt Service Fund, in turn, pays principal and interest on loans used to fund water and sewer projects. The Transient Lodging Tax transfers 30% of transient lodging tax revenues to the General Fund. This resolution authorizes staff to enter these transfers by fiscal year-end.

The actual transfers that we're making are less than the \$897,253 that's budgeted. This is based on updated projections. For instance, the Water, Sewer, and Streets Funds do not need to transfer as much cash to the Equipment Replacement Fund due to actual equipment replacement needs being less than anticipated.

We budgeted a \$56,744 transfer from the Transient Lodging Tax Fund to the General Fund. However, the actual transfer is about half that due to actual transient lodging tax receipts.

**Recommended motion:**

"I move to approve Resolution 2025/26-30 'A Resolution Authorizing Year End Transfer of Funds in the FY 2026/2027 Budget."

**Attachments:**

Resolution 2025/26-30

**RESOLUTION No. 2025/26-30  
City of Dayton, Oregon**

**A Resolution Authorizing Year End Transfer of Funds in the FY 2026/2027 Budget.**

**WHEREAS**, on June 16, 2025, the City Council adopted the FY 2025/26 budget, made appropriations, and levied taxes with adoption of Resolution No. 24/25-18; and

**WHEREAS**, said FY2025/26 budget included various transfers from one fund to another: and

**WHEREAS**, sufficient revenues were raised during FY2025/26 to fund all the transfers budgeted.

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

- 1) **THAT** it authorizes the transfer of funds as set forth in Schedule A (attached hereto and made a part hereof); and
- 2) **THAT** this resolution will be effective immediately upon adoption by the City Council.

**ADOPTED** this 15<sup>th</sup> day of June 2026.

**In Favor:**

**Opposed:**

**Absent:**

**Abstained:**

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

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

ATTEST:

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

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

**Attachment: Schedule A**

**Schedule A**

**Transfers in**

Account	Fund	Amount
100-000-499-700-Transfer from TLT Fund	General	27,917
600-000-459-200-TRANSFER FM WATER FUND	Water Capital	158,224
700-000-459-300-Transfer from Sewer Fund	Sewer Reserve	33,495
750-000-459-100-Transfer from Street Fund	Equipment Replacement	12,000
750-000-459-200-Transfer from Water Fund	Equipment Replacement	5,500
750-000-459-300-Transfer from Sewer Fund	Equipment Replacement	5,500
850-000-459-000-Transfer from Water Fund	Debt Service	66,515
850-000-459-300-Transfer fr Sewer Fund	Debt Service	88,172
Total:		<u><u>397,323</u></u>

**Transfers out**

Account	Fund	Amount
105-105-840-100-Transfer to General Fund	Transient Lodging Tax	27,917
200-200-840-000-Transfer to Equipment Replace	Streets	12,000
300-300-840-000-Transfer to Equipment Replacem	Water	5,500
300-300-860-000-Transfer to Water System Capit	Water	158,224
300-300-860-100-Transfer to Debt Service Fund	Water	66,515
400-400-840-000-Transfer to Equipment Replace	Sewer	5,500
400-400-850-000-Transfer to Sewer Reserve Fund	Sewer	33,495
400-400-861-100-Transfer to Debt Service	Sewer	88,172
Total:		<u><u>397,323</u></u>

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**To:** Honorable Mayor and City Councilors  
**From:** Jeremy Caudle, City Manager  
**Issue:** Marketing discussion follow up  
**Date:** June 15, 2026

**Background:**

At the last meeting, City Council requested a discussion item on June 15. This request arose during last meeting's "Council Comments" period where discussion ensued on the marketing contract that was approved at that meeting.

The purpose of this discussion is for City Council to discuss broadly questions, concerns, and ideas regarding our marketing efforts. This may inform further decisions on how we manage our professional services contracts for marketing. We fund the current contract with TLT monies.

**Recommended motion:**

As this is a discussion item, no motion is required at this time.

# City Manager Report



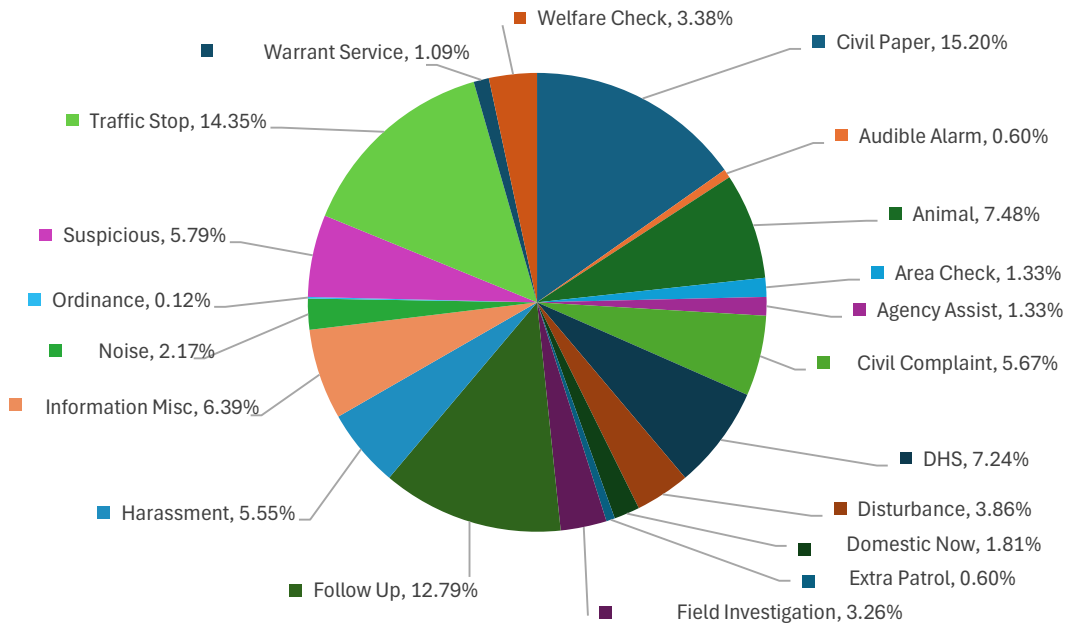


2025-2026

6/2/2026

	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	126	27	4	2	120
December	106	30	23	7	76	June					

	Total Calls	July	August	September	October	November	December	January	February	March	April	May	June
Civil Paper	126	18	17	6	3	15	8	11	15	7	8	18	
Audible Alarm	5	1		1			1			1	1		
Animal	62	6	9	3	5	6	5	4	6	6	8	4	
Area Check	11	4			1			2	2		1	1	
Agency Assist	11	2		2	2	1	2		1	1			
Civil Complaint	47	9	5	4	1	2	3	2	1	3	2	15	
DHS	60	1	12	3	3		5	6	5	7	13	5	
Disturbance	32	3	5	6	1	3	3		4	4	2	1	
Domestic Now	15	2	3		2	1	1	2		2		2	
Extra Patrol	5	3	1		1								
Field Investigation	27	1	5	4	3	1	3	1	2	3	2	2	
Follow Up	106	4	7	16	9	10	9	15	9	11	7	9	
Harassment	46	6	8	6		1	5	2	4	4	5	5	
Information Misc	53	5	5	6	3	3	2	2	8	7	4	8	
Noise	18	1	1			1	5		1	2	4	3	
Ordinance	1						1						
Suspicious	48	6	3	7	9	2	1	5	3	4	3	5	
Traffic Stop	119	7	14	17	12	10	11	10	7	12	15	4	
Warrant Service	9	2		1	2					1	2	1	
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  
May 2026

Incident	Case Num	Units	Priority	Problem	Agency Address	City	Response Date
MNS-26-009228		DPWKS	6	INFORMATION MISC	LAW Ferry St	DAYTON	5/1/2026 9:42
MNS-26-009235		305	2	ABANDONED VEHICLE	LAW Mill St	DAYTON	5/1/2026 10:25
MNS-26-009241	26YC1213	316	4	DHS	LAW nd St	DAYTON	5/1/2026 10:40
MNS-26-009244		305	3	TRAFFIC STOP	LAW Ferry St / Se Webfoot Rd	DAYTON	5/1/2026 11:21
MNS-26-009288		305	2	CIVIL COMPLAINT	LAW Mill St	DAYTON	5/1/2026 16:48
MNS-26-009323					LAW - rd St	DAYTON	5/2/2026 10:04
MNS-26-009377		315	4	FOLLOW UP	LAW Mill St	DAYTON	5/3/2026 7:40
MNS-26-009382	26YC1224	315	2	RESTRAINING ORDER VIOL	LAW Mill St	DAYTON	5/3/2026 9:23
MNS-26-009394		329, 340, 607	4	DETAIL	LAW Ferry St	DAYTON	5/3/2026 12:39
MNS-26-009398		315	4	FOLLOW UP	LAW Mill St	DAYTON	5/3/2026 13:39
MNS-26-009412		315	4	FOLLOW UP	LAW MILL ST	DAYTON	5/3/2026 16:46
MNS-26-009425		330	1	STOLEN VEHICLE	LAW th St	DAYTON	5/3/2026 19:17
MNS-26-009456		340	6	INFORMATION MISC	LAW nd St	DAYTON	5/4/2026 10:04
MNS-26-009461		8033	4	FOLLOW UP	LAW Ferry St	DAYTON	5/4/2026 10:42
MNS-26-009468		340	4	FOLLOW UP	LAW th St	DAYTON	5/4/2026 12:08
MNS-26-009492	26YC1240		4	DHS	LAW nd St	DAYTON	5/4/2026 15:18
MNS-26-009505	26YC1245	330	2	THEFT	LAW Ferry St	DAYTON	5/4/2026 18:37
MNS-26-009515		304	2	SUSPICIOUS	LAW Joel Palmer Wy	DAYTON	5/5/2026 0:11
MNS-26-009533		802	4	DETAIL	LAW Ferry St	DAYTON	5/5/2026 9:45
MNS-26-009563		305	2	HARASSMENT	LAW Ferry St	DAYTON	5/5/2026 14:02
MNS-26-009568		323	2	CIVIL COMPLAINT	LAW ND ST	DAYTON	5/5/2026 15:42
MNS-26-009575		322	6	INFORMATION MISC	LAW Norris Ct	DAYTON	5/5/2026 16:42
MNS-26-009581		320	2	NOISE	LAW Church St	DAYTON	5/5/2026 18:27
MNS-26-009583		310, 331, G105	1	WARRANT SERVICE	LAW Ferry St	DAYTON	5/5/2026 18:33
MNS-26-009606		306, 320	2	AREA CHECK	LAW Ferry St	DAYTON	5/6/2026 0:54
MNS-26-009639					LAW Church St	DAYTON	5/6/2026 12:01
MNS-26-009649		305, 323, 335	1	911 HANG UP OPEN LINE	LAW Flower Ln	DAYTON	5/6/2026 13:50
MNS-26-009733		338	2	CIVIL PAPER	LAW Joel Palmer Wy	DAYTON	5/7/2026 14:38
MNS-26-009736		323	2	TRAFFIC COMP MISC	LAW th St / Ferry St	DAYTON	5/7/2026 14:48
MNS-26-009768		319, 320	2	PREM UNSECURE	LAW Ferry St	DAYTON	5/7/2026 21:56
MNS-26-009769					LAW Ferry St	DAYTON	5/7/2026 22:12
MNS-26-009786					LAW Ferry St	DAYTON	5/8/2026 9:44
MNS-26-009793		315	2	HARASSMENT	LAW Park Pl	DAYTON	5/8/2026 11:39
MNS-26-009801		315	2	PARKING	LAW Mill St	DAYTON	5/8/2026 12:54
MNS-26-009804		315	1	CRIMINAL MISCHIEF NOW	LAW Mill St	DAYTON	5/8/2026 13:18
MNS-26-009812		338	2	CIVIL PAPER	LAW th St	DAYTON	5/8/2026 14:33
MNS-26-009820		315	4	FOLLOW UP	LAW Mill St	DAYTON	5/8/2026 15:23
MNS-26-009846		330	2	CIVIL COMPLAINT	LAW Mill St	DAYTON	5/8/2026 18:54
MNS-26-009850			2	CIVIL COMPLAINT	LAW Mill St	DAYTON	5/8/2026 19:32
MNS-26-009888		303, 315	6	INFORMATION MISC	LAW Mill St	DAYTON	5/9/2026 12:38
MNS-26-009895		315	2	CIVIL COMPLAINT	LAW Mill St	DAYTON	5/9/2026 14:47
MNS-26-009898					LAW Mill St	DAYTON	5/9/2026 15:09
MNS-26-009899	26YC1279	315	2	CRIMINAL MISCHIEF	LAW Howard Jordan Lp	DAYTON	5/9/2026 15:17
MNS-26-009901		315	2	NOISE	LAW Mill St	DAYTON	5/9/2026 16:14
MNS-26-009918		330	2	HARASSMENT	LAW ASH ST	DAYTON	5/9/2026 20:29
MNS-26-009956		315	2	CIVIL PAPER	LAW th St	DAYTON	5/10/2026 14:38
MNS-26-009957		315	2	CIVIL PAPER	LAW th St	DAYTON	5/10/2026 14:55
MNS-26-009960					LAW - th St	DAYTON	5/10/2026 15:18
MNS-26-009961			1	911 HANG UP OPEN LINE	LAW Church St / th St	DAYTON	5/10/2026 15:21
MNS-26-009982					LAW th St	DAYTON	5/10/2026 19:20
MNS-26-010042		DPWKS	4	ASSIST PUBLIC	LAW Conifer Pl	DAYTON	5/11/2026 17:07
MNS-26-010098		338	2	CIVIL PAPER	LAW th St	DAYTON	5/12/2026 12:46
MNS-26-010120			2	TRAFFIC HAZARD	LAW Ash St / Flower Ln	DAYTON	5/12/2026 15:21
MNS-26-010134		320, 325	2	THEFT	LAW Ferry St	DAYTON	5/12/2026 18:17
MNS-26-010136		320, 325, 339, COS	1	BEHAVIORAL HEALTH CONCERN	LAW th St	DAYTON	5/12/2026 18:45
MNS-26-010177		305, 324	6	INFORMATION MISC	LAW Church St	DAYTON	5/13/2026 10:16
MNS-26-010205		338	2	CIVIL PAPER	LAW th St	DAYTON	5/13/2026 15:31
MNS-26-010209		338	2	CIVIL PAPER	LAW Palmer Ln	DAYTON	5/13/2026 15:36
MNS-26-010222		323	4	DETAIL	LAW Ferry St	DAYTON	5/13/2026 18:10

Dayton CFS  
May 2026

Incident	Case Num	Units	Priority	Problem	Agency	Address	City	Response Date
		1427, 306, 314, 318, 319, 320, 321, 325, 339, COS5	1	SUICIDAL	LAW	th St	DAYTON	5/13/2026 22:23
MNS-26-010243			6	INFORMATION MISC	LAW	nd St	DAYTON	5/13/2026 23:22
MNS-26-010245		318	3	TRAFFIC STOP	LAW	Ferry St / rd St	DAYTON	5/14/2026 0:18
MNS-26-010247		339	4	DHS	LAW	Ferry St	DAYTON	5/14/2026 8:33
MNS-26-010259		8033	2	CIVIL COMPLAINT	LAW	Mill St	DAYTON	5/14/2026 11:28
MNS-26-010273		315	2	CIVIL PAPER	LAW	Palmer Ln	DAYTON	5/14/2026 13:26
MNS-26-010277		338	2	CIVIL PAPER	LAW	th St	DAYTON	5/14/2026 17:31
MNS-26-010299		606	2	CIVIL PAPER	LAW	Marion Ct	DAYTON	5/14/2026 17:39
MNS-26-010300		606	2	CIVIL PAPER	LAW	Ferry St	DAYTON	5/15/2026 10:07
MNS-26-010345	26YC1327	316	4	DHS	LAW	Barcelona Ct	DAYTON	5/15/2026 13:53
MNS-26-010362								
		303, 318, 329, 340	1	DOMESTIC NOW	LAW	Ferry St	DAYTON	5/15/2026 14:47
MNS-26-010367	26YC1331				LAW	Joel Palmer Wy	DAYTON	5/15/2026 15:28
MNS-26-010369					LAW	Church St	DAYTON	5/15/2026 19:57
MNS-26-010384		330	2	CRIMINAL MISCHIEF	LAW	Church St	DAYTON	5/16/2026 11:07
MNS-26-010416		315	2	TRESPASS	LAW	Church St	DAYTON	5/16/2026 14:21
MNS-26-010434		315	4	FOLLOW UP	LAW	Church St	DAYTON	5/16/2026 14:21
MNS-26-010481			2	CIVIL COMPLAINT	LAW	Mill St	DAYTON	5/17/2026 12:27
MNS-26-010493		323	2	CIVIL COMPLAINT	LAW	Ferry St	DAYTON	5/17/2026 15:48
MNS-26-010497		607	1	DOMESTIC NOW	LAW	Marion Ct	DAYTON	5/17/2026 16:35
MNS-26-010502	26YC1344	325	2	CRIMINAL MISCHIEF	LAW	Ferry St	DAYTON	5/17/2026 18:08
MNS-26-010510		325	3	TRAFFIC STOP	LAW	Oak St / th St	DAYTON	5/17/2026 20:54
MNS-26-010541		323	2	HARASSMENT	LAW	Ferry St	DAYTON	5/18/2026 9:57
MNS-26-010558		323	2	FRAUD	LAW	Marion Ct	DAYTON	5/18/2026 12:31
MNS-26-010567		324	4	FOLLOW UP	LAW	Park Pl	DAYTON	5/18/2026 14:31
MNS-26-010590		323	2	CIVIL COMPLAINT	LAW	Ferry St	DAYTON	5/18/2026 17:32
MNS-26-010591			2	CIVIL COMPLAINT	LAW	Ferry St	DAYTON	5/18/2026 17:32
MNS-26-010672		306	6	INFORMATION MISC	LAW	Oak St	DAYTON	5/19/2026 17:58
MNS-26-010717		340	2	CIVIL PAPER	LAW	Ferry St	DAYTON	5/20/2026 13:52
MNS-26-010833		315	4	FOLLOW UP	LAW	Ferry St	DAYTON	5/21/2026 15:47
MNS-26-010837		606	2	CIVIL PAPER	LAW	th St	DAYTON	5/21/2026 16:40
MNS-26-010845		606	2	CIVIL PAPER	LAW	Palmer Ln	DAYTON	5/21/2026 18:58
MNS-26-010848		606	2	CIVIL PAPER	LAW	Marion Ct	DAYTON	5/21/2026 20:01
MNS-26-010851		606	2	CIVIL PAPER	LAW	Church St	DAYTON	5/21/2026 20:11
MNS-26-010863		330	2	SUSPICIOUS	LAW	Mill St / rd St	DAYTON	5/22/2026 1:34
MNS-26-010873		315	2	CIVIL PAPER	LAW	Ferry St	DAYTON	5/22/2026 8:09
MNS-26-010931		330	2	CIVIL COMPLAINT	LAW	ALDER ST	DAYTON	5/22/2026 19:23
MNS-26-010937		330	2	HARASSMENT	LAW	Mill St	DAYTON	5/22/2026 20:46
MNS-26-010944					LAW	Mill St	DAYTON	5/22/2026 21:51
MNS-26-010960					LAW	th St	DAYTON	5/23/2026 0:51
MNS-26-010962		330	2	CIVIL COMPLAINT	LAW	th St	DAYTON	5/23/2026 1:22
MNS-26-010974		305	2	ANIMAL NUISANCE	LAW	rd St	DAYTON	5/23/2026 10:43
MNS-26-010981		305, 327	2	CRIMINAL MISCHIEF	LAW	Mill St	DAYTON	5/23/2026 11:40
MNS-26-010986		609	2	TRESPASS	LAW	nd St	DAYTON	5/23/2026 14:03
		305, 327, 609, COS4 306, 320,	1	BEHAVIORAL HEALTH CONCERN	LAW	Mill St	DAYTON	5/23/2026 16:25
MNS-26-010994								
		321, 608	1	TRESPASS NOW	LAW	Ferry St	DAYTON	5/23/2026 17:59
MNS-26-011001	26YC1389				LAW	Church St	DAYTON	5/24/2026 2:17
MNS-26-011029		320	2	NOISE	LAW	RD ST	DAYTON	5/24/2026 15:22
MNS-26-011061		326	3	TRAFFIC STOP	LAW	Ferry St	DAYTON	5/25/2026 2:39
MNS-26-011091		306	2	SUSPICIOUS	LAW	Ferry St	DAYTON	5/25/2026 12:20
MNS-26-011116	OSP4		6	INFORMATION MISC	LAW	Ferry St	DAYTON	5/25/2026 12:20
MNS-26-011210		337	3	FIELD INVESTIGATION	LAW	rd St	DAYTON	5/26/2026 15:56
MNS-26-011273	PO58		3	FIELD INVESTIGATION	LAW	nd St	DAYTON	5/27/2026 11:22
MNS-26-011286		337	2	SUSPICIOUS	LAW	Church St	DAYTON	5/27/2026 13:35
MNS-26-011319		337	2	CIVIL PAPER	LAW	Church St	DAYTON	5/27/2026 18:05
MNS-26-011361		337	2	SUSPICIOUS	LAW	Ferry St	DAYTON	5/28/2026 10:29
		310, 331, 400	4	DETAIL	LAW	Ferry St	DAYTON	5/28/2026 12:30
MNS-26-011371	26YC1438							

Dayton CFS  
May 2026

Incident	Case Numb	Units	Priority	Problem	Agency	Address	City	Response Date
MNS-26-011384			318	2 CIVIL PAPER	LAW	FLOWER LN	DAYTON	5/28/2026 14:51
MNS-26-011405	26YC1449		316	4 DHS	LAW	Mill St	DAYTON	5/28/2026 16:55
MNS-26-011420			330	2 ANIMAL NUISANCE	LAW	Joel Palmer Wy	DAYTON	5/28/2026 20:22
MNS-26-011423			330	2 CIVIL COMPLAINT	LAW	Ferry St	DAYTON	5/28/2026 20:52
MNS-26-011432			330	2 CIVIL COMPLAINT	LAW	Commerce St	DAYTON	5/28/2026 22:23
MNS-26-011452					LAW	Joel Palmer Wy	DAYTON	5/29/2026 9:24
MNS-26-011466			318	2 ANIMAL NUISANCE	LAW	Church St / th St	DAYTON	5/29/2026 13:42
MNS-26-011485		BCAST4		1 RECKLESS DRIVER	LAW	Se Kreder Rd	DAYTON	5/29/2026 16:45
MNS-26-011578		DPWKS		2 TRAFFIC HAZARD	LAW	rd St / Oak St	DAYTON	5/30/2026 22:08
MNS-26-011580					LAW	rd St	DAYTON	5/30/2026 22:13
MNS-26-011627			323	1 DISTURBANCE	LAW	Ash St	DAYTON	5/31/2026 16:06
MNS-26-011628			305	2 ANIMAL NUISANCE	LAW	Joel Palmer Wy	DAYTON	5/31/2026 16:13
MNS-26-011638			320	2 CIVIL COMPLAINT	LAW	Ferry St	DAYTON	5/31/2026 17:44

	Well 1	Well 2	Well 3	Well 4	Well 5	Total	Treatment Plant Influent	Backwash	Lafayette Distribution	Dayton Distribution	Lafayette %	Dayton %	L + D	Diff	McDougall 1	McDougall 2	Springs	PRV	Before PRV	Water sent to system	Water sold cf	Water use gal	difference	% loss	Laf 20-20	Dayton 20-20	Laf %	Day %	
Jan	627,000	501,000	776,000	723,000	652,000	3,279,000	2,889,882	47,544	0	2,673,000	0%	100%	2,673,000	606,000	821,690	2,111,001	2,819,748	4,024,004	93,382	6,790,386	781,576	5,846,188	944,198	14%	0	2,505,664	0%	94%	
Feb	701,000	669,000	1,077,000	977,000	886,000	4,310,000	3,813,993	47,669	0	3,640,000	0%	100%	3,640,000	670,000	548,987	1,415,621	2,777,604	2,785,168	107,036	6,532,204	714,339	5,343,256	1,188,948	18%	0	4,098,432	0.00%	113%	
Mar	602,000	577,000	717,000	684,000	414,000	2,994,000	2,742,081	47,825	0	2,421,000	0%	100%	2,421,000	573,000	644,662	1,680,112	3,513,036	4,306,068	79,801	6,806,869	766,821	5,735,821	1,071,048	15.73%	0	2,205,432	0	91%	
Apr	576,000	493,000	474,000	539,000	56,000	2,138,000	2,341,954	47,959	0	2,046,000	0%	100%	2,046,000	92,000	633,474	1,658,107	3,192,128	3,998,028	101,826	6,145,854	696,440	5,209,371	936,483	15%	0	2,077,720	0%	102%	
May	885,000	755,000	984,000	787,000	400,000	3,811,000	3,826,435	48,169	0	3,496,000	0%	100%	3,496,000	315,000	609,118	1,579,813	3,424,248	3,750,180	109,496	7,355,676	794,457	5,942,538	1,413,138	14%	0	2,386,352	0%	68%	
Jun						0					#DIV/0!	#DIV/0!	0	0						0		0	0	#DIV/0!			#DIV/0!	#DIV/0!	
Jul						0					#DIV/0!	#DIV/0!	0	0						0		0	0	#DIV/0!			#DIV/0!	#DIV/0!	
Aug						0					#DIV/0!	#DIV/0!	0	0						0		0	0	#DIV/0!			#DIV/0!	#DIV/0!	
Sep						0					#DIV/0!	#DIV/0!	0	0						0		0	0	#DIV/0!			#DIV/0!	#DIV/0!	
Oct						0					#DIV/0!	#DIV/0!	0	0						0		0	0	#DIV/0!			#DIV/0!	#DIV/0!	
Nov						0					#DIV/0!	#DIV/0!	0	0						0		0	0	#DIV/0!			#DIV/0!	#DIV/0!	
Dec						0					#DIV/0!	#DIV/0!	0	0						0		0	0	#DIV/0!			#DIV/0!	#DIV/0!	
Total	3,391,000	2,995,000	4,028,000	3,710,000	2,408,000	16,532,000	15,614,345		0	14,276,000			14,276,000		3,257,931	8,444,654	15,726,764												

- Leaks
- Footbridge leak
- 404 Main St Leak
- 538 Church 3 Leaks on service line
- Burn to Learn (Fire Dept. Training)
- 528 Maple St Leak
- Fletcher Rd Line Leaks (Scheduling for Decomission of Line (July))