

AGENDA
CITY OF DAYTON
REGULAR SESSION MEETING



DATE: MONDAY, JUNE 05, 2023
TIME: 6:30 PM
PLACE: DAYTON CITY HALL ANNEX – 408 FERRY STREET, DAYTON, OREGON
VIRTUAL: ZOOM MEETING – ORS 192.670/HB 2560

You may join the Council Meeting online via Zoom Meeting at: <https://us06web.zoom.us/j/87168425700>
or you can call in and listen via Zoom: 720-707-2699 or 253-205-0468

Dayton – Rich in History . . . Envisioning Our Future

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
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A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. PUBLIC HEARINGS

The City Council will hold a public hearing to obtain citizen input on the budget for the Fiscal Year (FY) beginning July 1, 2023, as approved by the City of Dayton Budget Committee.

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 2023/2024 Budget.

D. APPEARANCE OF INTERESTED CITIZENS

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

- Email - any time up to 5:00 p.m. the day of the meeting to myork@daytonoregon.gov. The Mayor will read the comments emailed to the City Recorder.
- 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.
- Appear by Telephone only - please sign up prior to the meeting by emailing the City Recorder at myork@daytonoregon.gov. (The chat function is not available when calling by phone into Zoom.)
- Appear virtually via Zoom - once you are in the meeting, send a chat directly to the City Recorder, Melissa York, use the raise hand feature in Zoom to request to speak during public comment. The City Recorder will need your first and last name, address, and contact information (email or phone number) before you are invited to speak.

When it is your turn, the Mayor will announce your name and your microphone will be unmuted.

E. CONSENT AGENDA

- 1. Regular Session Meeting Minutes – April 3, 2023 1-8
- 2. Regular Session Meeting Minutes – May 1, 2023 9-14

F. ACTION ITEMS

- 1. Recology Western Oregon Proposed Rate Increase – Dan Blue, Recology 15-34
- 2. Approval to Proceed with Development Code Update – Expiration Dates & Add Provisions for Phased Subdivisions 35-36
- 3. Award of 7th & 9th and Church Street Overlay Project 37-46
- 4. Approval of Resolution 22-23-13 Public Works Design Standards 47-50
- 5. Approval of Resolution 22-23-14 IGA for CCRLS 51-64
- 6. Approval of Resolution 22-23-15 Land Use Planning Services Contract 65-76

G. CITY COUNCIL COMMENTS /CONCERNS

H. INFORMATION REPORTS

- 1. City Manager’s Report

I. ADJOURN

Posted: June 02, 2023
By: Melissa A. York, City Recorder

NEXT MEETING DATES

City Council Work/Special Session Meeting Tuesday, June 20, 2023
City Council Work/Special Session Meeting Monday, July 17, 2023
City Council Regular Session Meeting Monday, August 7, 2023

Virtually via Zoom and in Person, City Hall Annex, 408 Ferry Street, Dayton, Oregon

E. CONSENT AGENDA

Approval of Meeting Minutes

1. Work Session Meeting Minutes from February 21, 2023

ANNETTE FRANK MOVED TO APPROVE THE MINUTES OF THE WORK SESSION CITY COUNCIL MEETING MINUTES OF FEBRUARY 21, 2023. SECONDED BY ROSALBA SANDOVAL-PEREZ. *Motion carried with Frank, Mackin, Maguire, Wildhaber, Sandoval-Perez, and Marquez voting aye.*

2. Regular Session Meeting Minutes from March 06, 2023

KITTY MACKIN MOVED TO APPROVE THE MINUTES OF THE REGULAR SESSION CITY COUNCIL MEETING MINUTES OF MARCH 6, 2023, AS AMENDED. SECONDED BY ANNETTE FRANK. *Motion carried with Frank, Mackin, Maguire, Wildhaber, Sandoval-Perez, and Marquez voting aye.*

3. OLCC Liquor License Application - LOAM, 306 Ferry Street

ANNETTE FRANK MOVED TO APPROVE THE CONSENT AGENDA INCLUDING THE OLCC LIQUOR LICENSE APPLICATION FOR LOAM AT 306 FERRY STREET. SECONDED BY JIM MAGUIRE. *Motion carried with Frank, Mackin, Maguire, Wildhaber, Sandoval-Perez, and Marquez voting aye.*

F. ACTION ITEMS

1. **Approval of Donation Request from Dayton High School FFA for the Annual Easter Egg Hunt at Dayton Courthouse Square Park**

Rochelle Roaden, City Manager, introduced Mitch Coleman, representing Dayton High School FFA. Mitch said the Easter Egg Hunt would be on April 8, 2023, and gave a brief overview of how the funds would be utilized to help purchase prizes, eggs, flyers, and any other expenses involved in putting on an Annual Easter Egg Hunt in Dayton.

Councilor Jim Maguire stated that Dayton FFA only requested \$600 but their goal was to raise \$1,000.00. Councilor Maguire inquired, since there was enough money in the budget, if Council would be in favor of granting Dayton FFA with the entire \$1,000.00 to meet their fundraising goal. Council agreed.

JIM MAGUIRE MOVED TO APPROVE DONATION REQUEST FOR DAYTON FFA ANNUAL EASTER EGG HUNT IN THE AMOUNT OF \$1,000.00. SECONDED BY ANNETTE FRANK. *Motion carried with Frank, Mackin, Maguire, Wildhaber, Sandoval-Perez and Marquez voting aye.*

2. Approval of Donation Request from Dayton Volunteer Firefighters for Old Timers Weekend

Rochelle Roaden, City Manager, introduced Steve Hopper of Dayton Fire Department Volunteer Association. Steve Hopper gave a brief overview of how the funds would be utilized and stated that the Dayton Fire Department Volunteer Association participates each year in a fundraising event preparing chicken dinners', to sale at the Dayton Old Timers Event in July.

KITTY MACKIN MOVED TO APPROVE DONATION REQUEST FOR DAYTON VOLUNTEER FIREFIGHTERS ASSOCIATION FOR OLD TIMERS WEEKEND IN THE AMOUNT OF \$2,500.00. SECONDED BY ANNETTE FRANK. *Motion carried with Frank, Mackin, Maguire, Wildhaber, Sandoval-Perez, and Marquez voting aye.*

3. FY 2021-2022 Audit Presentation, Devan Esch, Grove, Mueller & Swank, P.C.

Rochelle Roaden, City Manager, introduced Devan Esch, a partner, with Grove, Mueller & Swank, P.C. who was invited to give the FY 2021-2022 Audit Presentation. He was attending via Zoom.

Devan Esch thanked Rochelle Roaden, City Manager and Dawn Beveridge, Accountant, for all the assistance throughout the years during the audit season.

The City's audit for Fiscal Year 2021-2022 was summarized.

KITTY MACKIN MOVED TO ACCEPT THE FISCAL YEAR 2021-2022 FINANACIAL STATEMENTS. SECONDED BY ANNETTE FRANK. *Motion carried with Frank, Mackin, Maguire, Wildhaber, Sandoval-Perez, and Marquez voting aye.*

4. Temporary Sign Approval for the Greater Yamhill County Veterans of Foreign Wars (VFW) Post 4015 BINGO Monthly Event

Rochelle Roaden introduced Mike Billings, the Commander of the Greater Yamhill County Post 4015 VFW.

Mike Billings of 609 Ferry Street, Dayton, OR, the Commander of Greater Yamhill County VFW Post 4015, gave a brief history of why the

Greater Yamhill County VFW Post 4015 VFW BINGO was first initiated, and that was to place wreaths on local service members graves.

Rochelle Roaden stated that Greater Yamhill County VFW Post 4015 had been renting the Community Center for their monthly meetings and for a non-profit fundraising event, Greater Yamhill County VFW Post 4015 BINGO, the first Sunday of each month. Mike Billings 4015 had purchased four A-Board signs with printed event information to help advertise their event and direct folks to the Community Center from the main streets of Dayton.

Rochelle Roaden explained that the City's current temporary sign code did not address A-Board event signage, and was looking for guidance and/or approval to allow the Greater Yamhill County VFW Post 4015 to display their BINGO event signage 9:00 a.m. - 8:00 p.m. on the first Sunday of each month on the corner of 3rd St. and Ferry St., 4th St. and Ferry St. (on the park corners), and on Alder St. on both sides of 3rd St. Maps were attached in the agenda packet.

JIM MAGUIRE MOVED TO APPROVE THE TEMPORARY SIGN APPROVAL FOR THE GREATER YAMHILL COUNTY VFW POST 4015 BINGO EVENT. SECONDED BY ANNETTE FRANK. *Motion carried with Frank, Mackin, Maguire, Wildhaber, Sandoval-Perez, and Marquez voting aye.*

5. Sewer Rate Study Presentation, Tim Tice, Oregon Association of Water Utilities (OAWU)

Rochelle Roaden introduced Tim Tice, Oregon Association of Water Utilities (OAWU).

Tim Tice stated that at a previous City Council meeting he had presented a sewer rate study including a proposed rate and methodology change for sewer rates. The Council had asked to see updated numbers that included the cost of the loan payment for the bridge and sewer line upgrade project.

Tim Tice gave an overview of the rate options report.

Discussion took place regarding the sewer rate study and the rate options report.

Rochelle Roaden stated that there were several steps involved before a rate increase could take place. Potential time frames would be researched and brought back to the council.

6. Reappointment of Budget Committee Members

Rochelle Roaden explained that the Budget Committee was comprised of the 7 members of City Council and 7 members of the community.

The current Budget Committee members were Angie Gonzalez, Chris Wytoski, Christopher Dahlvig, Debra Lien, Michael Howard, Steve Hopper, and one vacant position. Angie Gonzalez and Steve Hopper's terms expired on December 31, 2022, they were interested in staying on the Budget Committee.

Council was being asked to reappoint them to the Budget Committee and that their terms would expire December 31, 2025.

The vacant position had been advertised in the New-Register and social media.

ANNETTE FRANK MOVED TO REAPPOINT ANGIE GONZALEZ AND STEVE HOPPER TO THE BUDGET COMMITTEE WITH THREE YEAR TERMS ENDING DECEMBER 31, 2025. SECONDED BY KITTY MACKIN. Motion carried with Frank, Mackin, Maguire, Wildhaber, Sandoval-Perez, and Marquez voting aye.

7. Fiscal Year (FY) 2023/2024 Budget Calendar

Rochelle Roaden stated that the FY 2023/2024 Budget Calendar was included in the agenda packet and explained each of the sections.

ANNETTE FRANK MOVED TO REAPPOINT ANGIE GONZALEZ AND STEVE HOPPER TO THE BUDGET COMMITTEE WITH THREE YEAR TERMS ENDING DECEMBER 31, 2025. SECONDED BY KITTY MACKIN. Motion carried with Frank, Mackin, Maguire, Wildhaber, Sandoval-Perez, and Marquez voting aye.

8. Introduction of Tourism and Economic Development Director - Dave Rucklos

Mayor Marquez introduced Dave Rucklos.

Dave Rucklos gave a brief background about himself, stated that he was looking forward to collaboratively establishing Dayton into the community that we envision, and was excited for the opportunity to beginning his new position in June.

G. CITY COUNCIL COMMENTS/CONCERNS

Councilor Mackin stated that ODOT was doing a seminar on active transportation, and that she has been reappointed to League of Oregon Cities DEI committee for another year and listed several parades she would be participating in.

Mayor Marquez stated that she attended the Main Street Conference in Boston, she learned a lot and said that Rochelle does an excellent job for the city.

H. INFORMATION REPORTS

City Manager's Report

Rochelle Roaden stated that the Dayton Utility Bridge Main Span Replacement pre-construction meeting took place on March 30, 2023 and it was a pivotal moment after 4 years of planning. A groundbreaking ceremony would be taking place and more information would be provided regarding the date and time of the event.

A Professional Services Agreement (PSA) for Judicial Services was being looked at by the City's Attorney. This PSA for Judge Larry Blake, Jr. would be brought back to City Council on May 1, 2023. Court date and times had changed from the first Thursday of each month at 10:00 a.m. to the second Tuesday of each month at 3:00 p.m. due to Judge Blake's availability.

The Highway 221 Lift Station design was completed and only thing we were waiting on was an Intergovernmental Agreement with ODOT.

Juliette's House would be doing the mandatory reporter training during the July 17, 2023, City Council meeting.

Rochelle Roaden thanked the Council for their support of her attending the National League of Cities conferences in Washington DC, she had a great time, learned so much and even met the Speaker of the House, Kevin McCarthy.

Michael Skipper with CFM Associates, met with Rochelle and provided a status update regarding applying for congressional direct spending grants. The three projects that had been submitted were for water, sewer, and a civic center.

Melissa A. York, City Recorder, stated that the Oregon Ethics Commission Statement of Economic Interest (SEI) filing deadline was April 15, 2023.

I. ADJOURN

There being no further business, the meeting adjourned at 8:00 p.m.

Respectfully submitted:

APPROVED BY COUNCIL on June 5, 2023.

As Written As Amended

By: Melissa York
City Recorder

Trini Marquez, Mayor

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MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION
May 1, 2023

PRESENT: Mayor Trini Marquez
Council President Jim Maguire
Councilor Kitty Mackin
Councilor Rosalba Sandoval-Perez
Councilor Luke Wildhaber
Councilor Andrew Hildebrandt

ABSENT: Councilor Annette Frank

STAFF: Rochelle Roaden, City Manager
Melissa York, City Recorder
Josh Bilodeau, Public Works Supervisor

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Marquez called the meeting to order at 7:15 p.m. and those present gave the Pledge of Allegiance.

B. ROLL CALL

Mayor Marquez noted there was a quorum with Councilors Mackin, Sandoval-Perez, Maguire, Wildhaber, and Hildebrandt, attending the meeting in person. Councilor Frank was absent.

C. APPEARANCE OF INTERESTED CITIZENS

No one in attendance wanted to comment at tonight's meeting.

D. ACTION ITEMS

1. League of Oregon Cities (LOC) Training - High Functioning City Councils - presented by Robin Klein, LOC Assistant General Counsel

Mayor Marquez introduced Robin Klein, LOC Assistant General Counsel.

Robin Klein, LOC Assistant General Counsel, gave a PowerPoint presentation based on information that is given at the LOC Elected Essentials Training. The presentation was tailored to include Dayton's local governing documents.

2. Approval of Resolution 22/23-11 Surplus Equipment

Rochelle Roaden, City Manager, stated that in preparation for the City-Wide Clean Up Week, taking place on May 12-13, 2023. The city owned a few items that were no longer useful for city purposes, and a resolution was required to dispose of such property.

KITTY MACKIN MOVED TO APPROVE RESOLUTION 22/23-11, A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS & AUTHORIZING ITS TRANSFER, SALE, OR OTHER DISPOSITION. SECONDED BY JIM MAGUIRE. *Motion carried with Mackin, Maguire, Sandoval-Perez, Wildhaber, Hildebrandt and Marquez voting aye.*

3. Acceptance of Judge Terrence Mahr's Resignation

Rochelle Roaden, stated that Judge Mahr had been with the City of Dayton since 2006, and due to health issues, had submitted his letter of resignation.

JIM MAGUIRE MOVED TO APPROVE ACCEPTING JUDGE TERRENCE MAHR'S RESIGNATION AS THE DAYTON MUNICIPAL COURT JUDGE. SECONDED BY KITTY MACKIN. *Motion carried with Mackin, Maguire, Sandoval-Perez, Wildhaber, Hildebrandt and Marquez voting aye.*

4. Approval of Resolution 22/23-12 Professional Services Agreement for Municipal Court Judicial Services

Rochelle Roaden stated that with Judge Mahr's resignation, he recommended, Judge Larry J. Blake, Jr., who currently provided judicial services to the cities of Newberg, Carlton, and Amity. City staff met with Judge Blake in March after watching his court proceedings for the Carlton municipal court.

The professional services agreement was reviewed by the City Attorney and had been approved by Judge Blake.

ANDREW HILDEBRANDT MOVED TO APPROVE RESOLUTION 22/23-12 A RESOLUTION OF THE CITY OF DAYTON AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH JUDGE LARRY J. BLAKE, JR. FOR DAYTON MUNICIPAL COURT JUDICIAL SERVICES. SECONDED BY KITTY MACKIN. *Motion carried with Mackin, Maguire, Sandoval-Perez, Wildhaber, Hildebrandt and Marquez voting aye.*

E. CITY COUNCIL COMMENTS/CONCERNS

Council Mackin stated that she attended the LOC conference in Seaside, and discussed information she had acquired from the council session at the conference.

Councilor Sandoval-Perez stated that a few residents in the community had inquired about the possibility of placement of speed bumps, to try to slowdown speeding traffic at Flower Street and Ash Street.

Minutes of Regular Session of Dayton City Council

May 1, 2023

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Rochelle Roaden stated that before she was working for the city, she had heard of a study that had been presented to council regarding the effectiveness of speed bumps. There had been concerns that they could be a safety hazard to emergency vehicles. More research would be done and brought back to the council.

Councilor Mackin stated that this would be something that the council could be proactive on.

Councilor Sandoval-Perez stated concerns about dogs without leashes roaming Dayton streets freely.

Rochelle Roaden explained that the majority of code citations that are written were regarding dogs at large. Calling YCOM non-emergency line, so, a deputy could address the matter, was recommended.

Council President Maguire stated that he had recently reported a noise complaint to YCOM non-emergency line. He had reviewed a report from the Yamhill County Sheriff's Office and felt that his complaint had not been noted, and wanted to know how those type of complaints were tracked. He also wanted to know what non-reportable offenses were.

Rochelle Roaden stated she would research why his noise complaint did not show up in the report, and would research what non-reportable offenses were and get back to him with the information.

Council President Maguire stated that a neighbor of his, who happens to be a farmer, would like to have information in the Ferry Street Newsletter regarding pet safety. Pet owners are allowing their dogs to use open farm fields as a place to potty. Farmers could be utilizing fertilizers or rodent repellent that could be harmful to their pets.

Councilor Wildhaber asked if it was possible to change the time of the City Council meetings.

Council President Maguire stated that per the City Charter, City Council meeting changes could only be made at the first City Council meeting in January of each year.

Council Wildhaber inquired if the city had ever done a Town Hall.

Council President Maguire stated that a Town Hall could be beneficial for a specific meeting, but did not feel citizens would attend, since citizens rarely attended the current City Council meetings which were noticed a year in advance.

Rochelle Roaden stated that once a year, some cities do what is called "State of the City", and asked if they wanted to do one.

Mayor Marquez stated that she would like to think about it.

Councilor Hildebrandt inquired if placing a speed sign on private property would be possible. He was concerned about speeding at 9th Street and Ferry Street.

Rochelle Roaden stated that he could notify her of any speeding concerns, and she would notify the deputy to patrol the area and write citations.

Councilor Hildebrandt stated his concerns about dogs breaking free from gated/fenced areas, and what preventative measures could take place.

Rochelle Roaden stated that she would like to know the specific addresses of these occurrences and could let the deputy know. This could also be part of the Council strategic goals and could also research what other cities are doing in these situations.

Councilor Hildebrandt inquired about the status of the dog park gates and if there was lighting at night at the dog park.

Rochelle Roaden stated that they are waiting for the ground to dry out before addressing the gates at dog park, and she would look at lighting options.

Mayor Marquez stated she would like a reminder in the Ferry Street Newsletter about pet owners picking up their dog's poop.

There will be a section in the Ferry Street Newsletter about having coffee with the Mayor.

F. INFORMATION REPORTS

City Manager's Report

Rochelle Roaden stated that the utility bridge construction would begin this week. The groundbreaking ceremony was scheduled for Tuesday, May 26, 2023 at 11:00 a.m. and email invitations had been sent out to various officials and staff who worked on the project throughout the years.

Highway 221 Lift Station design had been completed and ODOT still needed to provide an agreement.

AKS Engineering out of Tualatin had scheduled a pre-application meeting with the City for an annexation on property out on Neck Road, with the intention of putting in 42 new homes. If it moved forward, it would go to Planning Commission, then to City Council for annexation approval.

The City County dinner would be held in Sheridan at the Federal Prison on May 18, 2023 and we needed to RSVP by May 5, 2023.

Public Employees Appreciation Week would be celebrated next week, and City Hall would be closed at noon on May 10, 2023, so, staff could participate in a team building event for appreciation week.

Oregon Government Ethics Commission SEI Filing deadline was April 15, 2023.

G. ADJOURN

There being no further business, the meeting adjourned at 9:16 p.m.

Respectfully submitted:

APPROVED BY COUNCIL on May 1, 2023.

As Written As Amended

By: Melissa York
City Recorder

Trini Marquez, Mayor

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Recology Western Oregon Proposed Rate Increase
Date: June 5, 2023

Background and Information

Dan Blue with Recology Western Oregon will attend our June 5, 2023, City Council meeting to review the proposed rate increase with the Council. The new proposed rate increase for July 1 is 5%. The rate increases are summarized in the Rate Sheet and letter included in this packet.

Our Franchise agreement states Recology will submit a rate review report showing the actual allowable expenses incurred by the Franchisee in the preceding calendar year, the Operating Ratio for the preceding calendar year and the expected Operating Ratio for the upcoming year. ***“If the Report indicates that the Operating Ratio for the next succeeding 12-month period will be less than 85% or greater than 91% then rate review will automatically be implemented in accordance with this section.”*** Per the attached rate report, the projected Operating Ratio for FY23/24 is 92.28%.

As a reminder, in 20/21, Recology did not propose a rate increase for residential garbage service due to the COVID-19 pandemic. Only the large box rental rates (commercial use) were increased last year by 1.26%. In 22/23, the Council approved a 5.52% increase.

For reference, a 32-gallon cart service will increase from \$21.22 per month to \$22.28. A 90-gallon cart will increase from \$35.35 per month to \$37.12.

Dan will present the attached reports and answer any questions the Council may have regarding the proposed rate increase.

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

Potential Motion to Approve - Rate Increase: “I move to approve the Recology Western Oregon rate increases as proposed effective July 1, 2023.”

Council Options:

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

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

April 1, 2023

Dear Rochelle:

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

1. Rate Review Report, which includes the following:
 - a. All the actual expenses incurred in the preceding calendar year, and all allowable expenses that we reasonably anticipate will be incurred in the upcoming rate year,
 - b. The allocation factors and percentages used to allocate shared expenses, and
 - c. The Operating Ratios for the preceding calendar year and the upcoming rate year.
2. Reviewed Financial Statement for RWO – Valley for calendar year 2022. This report is forthcoming in the next few days
3. Rate Sheets – will be forthcoming

2022 was a challenging year for our company and the customers we serve. Supply chain issues affected our ability to get carts, containers, and truck parts in a timely manner. We also dealt with staff shortages due to the tight workforce competition for CDL drivers as well as negotiated a new Collective Bargaining Agreement with our drivers.

Based on our projections for the upcoming rate year (July 1, 2023 – June 30, 2024), we expect to be outside the Operating Ratio range specified in our franchise agreement. As a result, we are proposing to increase rates by 5% to get us back into the range. This increase is necessary to cover increases in our labor, fuel, disposal and other operational costs.

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

Please let us know if you have any questions or need any additional information. You can reach me at (503) 803-4984 or by email at ccarey@recology.com

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Carey', is written over a light blue horizontal line.

Chris Carey
General Manager

RWO - Valley Cost of Service Report 2021-22



	RWO - Valley Total			City of Dayton		
	2022 Calendar Year Actual	2023-24 Projected Rate Year	Allocation Method	2022 Calendar Year Actual	Adjustments and Projected Changes	2023-24 Projected Rate Year
REVENUE				Rate Adj. % >>>	5.00%	
Collection Services - Residential	\$ 8,101,890	\$ 8,562,334	Actual	\$ 263,749	\$ 13,089	\$ 276,839
Collection Services - Commercial	\$ 4,636,396	\$ 4,995,149	Actual	\$ 68,570	\$ 5,132	\$ 73,702
Collection Services - Debris Box	\$ 2,439,919	\$ 2,562,435	Actual	\$ 22,880	\$ (1,876)	\$ 21,004
COLLECTION SERVICES:	\$ 15,178,205	\$ 16,119,919	Actual	\$ 355,199		\$ 371,544
Proposed Rate Adjustment			Actual			\$ 18,577
Revenue - DB Disposal			Actual	\$ 7,627	\$ -	\$ 7,627
Revenue - Medical Waste	\$ 101,411	\$ 96,214	Actual	\$ 744	\$ 64	\$ 808
Revenue - Other (fees & related)	\$ 87,477	\$ 22,013	Actual	\$ 1,123	\$ 2,174	\$ 3,297
Non-Franchised Revenue	\$ 1,046,005	\$ 920,758	Actual	\$ -	\$ -	\$ -
Total Revenue	\$ 16,413,098	\$ 17,158,904		\$ 364,693	\$ 37,160	\$ 401,853
Franchise Fees	\$ (620,348)	\$ (659,508)	Actual	\$ (9,168)		\$ (10,102)
Revenue w/o Franchise Fees	\$ 15,792,750	\$ 16,499,397		\$ 355,525		\$ 391,751
LABOR EXPENSES						
Operational Personnel	\$ 1,786,353	\$ 2,013,229	Labor Hours	\$ 34,434	\$ 4,373	\$ 38,808
Payroll Taxes	\$ 165,832	\$ 186,893	Labor Hours	\$ 3,197	\$ 406	\$ 3,603
Medical Insurance	\$ 407,995	\$ 464,902	Labor Hours	\$ 7,865	\$ 1,097	\$ 8,962
Other Benefits	\$ 264,276	\$ 283,515	Labor Hours	\$ 5,094	\$ 371	\$ 5,465
Total Labor Expense	\$ 2,624,455	\$ 2,948,538		\$ 50,590	\$ 6,247	\$ 56,837
Disposal Charges	\$ 2,783,829	\$ 3,446,584	Vessel Weights	\$ 86,089	\$ 20,495	\$ 106,584
Medical Waste & Supplies	\$ 71,419	\$ 72,847	Med. Waste	\$ 523	\$ 10	\$ 534
Total Disposal Expense	\$ 2,855,248	\$ 3,519,431		\$ 86,612	\$ 20,506	\$ 107,118
OPERATIONAL EXPENSES						
Fuel	\$ 823,401	\$ 629,773	Franchised Labor	\$ 18,145	\$ (4,267)	\$ 13,878
Fuel - Non-Franchised (N/F)	\$ 199,030	\$ 152,227	Actual	\$ -	\$ -	\$ -
Repairs and Maintenance	\$ 1,483,969	\$ 1,706,564	Franchised Labor	\$ 32,702	\$ 4,905	\$ 37,607
Repairs and Maintenance - N/F	\$ 289,600	\$ 318,560	Actual	\$ -	\$ -	\$ -
Business Taxes and PUC	\$ 193,933	\$ 179,521	Franchised Labor	\$ 4,274	\$ (318)	\$ 3,956
Business Taxes and PUC - N/F	\$ 106,986	\$ 112,335	Actual	\$ -	\$ -	\$ -
Supplies & Uniforms	\$ 22,552	\$ 23,845	Labor Hours	\$ 435	\$ 25	\$ 460
Operational Supplies/Safety	\$ 72,771	\$ 76,941	Labor Hours	\$ 1,403	\$ 80	\$ 1,483
Contract Labor	\$ 119	\$ -	Labor Hours	\$ 2	\$ (2)	\$ -
Depreciation and Amortization	\$ 6,723	\$ 20,000	Franchised Labor	\$ 148	\$ 293	\$ 441
Depreciation and Amortization N/F	\$ 4,749	\$ 4,762	Actual	\$ -	\$ -	\$ -
Operational Lease and Rent	\$ 837,884	\$ 921,884	Franchised Labor	\$ 18,464	\$ 1,851	\$ 20,315
Operational Lease and Rent - N/F	\$ 136,596	\$ 136,596	Actual	\$ -	\$ -	\$ -
Insurance Expense	\$ 103,026	\$ 108,929	Labor Hours	\$ 1,986	\$ 114	\$ 2,100
Yard Debris/wood & Other Funding	\$ 1,284,403	\$ 1,421,304	Program	\$ 16,465	\$ 1,755	\$ 18,220
Recycling Expense	\$ 996,142	\$ 1,197,355	Recycling	\$ 29,761	\$ 6,012	\$ 35,773
Purchase Recyclables			Recycling	\$ -	\$ -	\$ -
Other Operational	\$ 35,646	\$ 37,689	Labor Hours	\$ 687	\$ 39	\$ 727
Total Operations Expense	\$ 6,597,529	\$ 7,048,284		\$ 124,472	\$ 10,487	\$ 134,959
SUBTOTAL	\$ 3,715,519	\$ 2,983,143		\$ 93,851	\$ (1,014)	\$ 92,837
ADMINISTRATIVE EXPENSES						
Management Services	\$ 487,681	\$ 517,737	Computed	\$ 10,941	\$ 1,115	\$ 12,056
Administrative Services	\$ 1,463,057	\$ 1,553,211	Computed	\$ 32,822	\$ 3,344	\$ 36,167
Non-Admin. Labor	\$ -	\$ -	Franchised Labor	\$ -	\$ -	\$ -
Office Supplies	\$ 20,615	\$ 21,796	Customers	\$ 662	\$ 38	\$ 700
Postage	\$ 30,659	\$ 32,416	Customers	\$ 984	\$ 56	\$ 1,040
Billing services	\$ 58,361	\$ 61,705	Customers	\$ 1,873	\$ 107	\$ 1,980
Dues and Subscriptions	\$ 29,411	\$ 31,096	Customers	\$ 944	\$ 54	\$ 998
Telephone	\$ 66,146	\$ 69,936	Customers	\$ 2,123	\$ 122	\$ 2,244
Bank Service Charges	\$ 83,140	\$ 87,903	Customers	\$ 2,668	\$ 153	\$ 2,821
Professional fees	\$ 36,768	\$ 38,875	Customers	\$ 1,180	\$ 68	\$ 1,248
Travel	\$ 3,131	\$ 3,311	Customers	\$ 100	\$ 6	\$ 106
Advertising and Promotions	\$ 3,719	\$ 3,932	Customers	\$ 119	\$ 7	\$ 126
Business Meals	\$ 8,302	\$ 8,778	Customers	\$ 266	\$ 15	\$ 282
Education & Training	\$ 5,293	\$ 5,596	Customers	\$ 170	\$ 10	\$ 180
Contributions	\$ 10,721	\$ 11,335	Customers	\$ 344	\$ 20	\$ 364
Bad Debt	\$ 69,847	\$ 71,776	Customers	\$ 2,242	\$ 62	\$ 2,304
Other Administrative	\$ 10,141	\$ 10,722	Customers	\$ 325	\$ 19	\$ 344
Total Admin Expense	\$ 2,386,992	\$ 2,530,126		\$ 57,764	\$ 5,195	\$ 62,959
EARNINGS FROM OPERATIONS	\$ 1,328,527	\$ 453,017		\$ 36,087	\$ (6,209)	\$ 29,878
Interest Income	\$ (26,686)	\$ (19,558)	Not Allocated	\$ -	\$ -	\$ -
Loss on Asset Disposal	\$ (4,125)	\$ -	Not Allocated	\$ -	\$ -	\$ -
NET INCOME BEFORE TAX	\$ 1,359,338	\$ 472,575		\$ 36,087	\$ (6,209)	\$ 29,878
Operating Margin	8.61%	2.86%		10.15%	5.00%	7.63%
Calculated Operating Ratio	91.52%	97.19%		89.75%		92.28%

RWO - Valley Cost of Service Report 2021-22



	RWO - Valley Total			City of Dayton		
	2022 Calendar Year Actual	2023-24 Projected Rate Year	Allocation Method	2022 Calendar Year Actual	Adjustments and Projected Changes	2023-24 Projected Rate Year
Allocation Data:						
Revenue (All RWO-VAL)	\$ 16,413,098	\$ 17,158,904		\$ 364,693		\$ 401,853
Revenue Percent	100.00%	100.00%		2.22%		2.34%
2021 Labor Hours				1.93%		1.93%
2022 Disposal				3.09%		3.09%
2022 Recycling				2.99%		2.99%
2022 Customer Count				3.21%		3.21%
2022 Yard Debris				1.28%		1.28%
2022 Medical Waste				0.73%		0.73%
2021 Franchised Labor				2.20%		2.20%
Operating Ratio Calculation						
Calculated Operating Ratio	<u>91.52%</u>	<u>97.19%</u>		<u>89.75%</u>	proposed adjustment 5.00% \$ -	<u>92.28%</u>

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RECOLOGY WESTERN OREGON

DAY CITY OF DAYTON

EFF. DATE: 7/1/2023

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

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

32 GALLON CART SERVICE

MONTHLY RATES

32GWC	32G CART-CURB	\$ 21.22	5.00%	\$ 1.06	\$ 22.28
32GEC	32G CART EOW-CURBSIDE	\$ 13.81	5.00%	\$ 0.69	\$ 14.50
32GMC	32G CART MONTHLY-CURB	\$ 7.43	5.00%	\$ 0.37	\$ 7.80
OC3C	32 GAL CART ON CALL CURB	\$ 7.43	5.00%	\$ 0.37	\$ 7.80

90 GALLON CART SERVICE

MONTHLY RATES

90GWC	90G CART-CURB	\$ 35.35	5.00%	\$ 1.77	\$ 37.12
90GEC	90G CART EOW-CURB	\$ 22.99	5.00%	\$ 1.15	\$ 24.14
90GMC	90G CART OAM-CURB	\$ 12.35	5.00%	\$ 0.62	\$ 12.97
OC9C	90 GAL CART ON CALL CURB	\$ 12.35	5.00%	\$ 0.62	\$ 12.97

MONTHLY CART RENT (FOR ON-CALL SERVICE)

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

RATE PER EACH

SP32C	SPEC P/U 32G CART CURBSIDE	\$ 7.43	5.00%	\$ 0.37	\$ 7.80
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 12.35	5.00%	\$ 0.62	\$ 12.97
90OEC	SUBSCRIPTION YARD DEBRIS (90GAL)	\$ 7.50	5.00%	\$ 0.38	\$ 7.88

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

CART SERVICES - NON-CURBSIDE (SIDEYARD)

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

32 GALLON CART SERVICE

MONTHLY RATES

32GWS	32G CART-SIDE	\$ 21.63	5.00%	\$ 1.08	\$ 22.71
32GES	32G CART EOW-SIDEYARD	\$ 14.06	5.00%	\$ 0.70	\$ 14.76
32GMS	32G CART MONTHLY-SIDE	\$ 7.56	5.00%	\$ 0.38	\$ 7.94
OC3S	32 GAL CART ON CALL SIDE	\$ 7.56	5.00%	\$ 0.38	\$ 7.94

90 GALLON CART SERVICE

MONTHLY RATES

90GWS	90G CART-SIDE	\$ 54.18	5.00%	\$ 2.71	\$ 56.89
90GES	90G CART EOW-SIDE	\$ 35.25	5.00%	\$ 1.76	\$ 37.01
90GMS	90G CART OAM-SIDE	\$ 18.96	5.00%	\$ 0.95	\$ 19.91
OC9S	90 GAL CART ON CALL SIDE	\$ 18.96	5.00%	\$ 0.95	\$ 19.91

MONTHLY CART RENT (FOR ON-CALL SERVICE)

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

RATE PER EACH

SP32S	SPEC P/U 32G CART NON CURBSIDE	\$ 7.56	5.00%	\$ 0.38	\$ 7.94
SP90S	SPEC P/U 90G CART NON CURBSIDE	\$ 18.96	5.00%	\$ 0.95	\$ 19.91

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

RECOLOGY WESTERN OREGON

DAY CITY OF DAYTON

EFF. DATE: 7/1/2023

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

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

RATE PER EACH

XBAG	EXTRA BAG(S)	\$ 5.44	5.00%	\$ 0.27	\$ 5.71
XBOX	EXTRA BOX	\$ 5.44	5.00%	\$ 0.27	\$ 5.71
XCAN	EXTRA CAN(S)	\$ 5.44	5.00%	\$ 0.27	\$ 5.71
XMISC	EXTRA MISC	\$ 5.44	5.00%	\$ 0.27	\$ 5.71
X32	EXTRA 32G CART(S)	\$ 5.44	5.00%	\$ 0.27	\$ 5.71
X90	EXTRA 90G CART(S)	\$ 8.82	5.00%	\$ 0.44	\$ 9.26

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

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

RATE PER EACH

APF	REFRIGERATOR/FREEZER	\$ 29.29	5.00%	\$ 1.46	\$ 30.75
APL	APPLIANCE	\$ 11.48	5.00%	\$ 0.57	\$ 12.05
FURN	FURNITURE CHARGE	\$ 17.57	5.00%	\$ 0.88	\$ 18.45
TREE	EXTRA CHRISTMAS TREE	\$ 10.85	5.00%	\$ 0.54	\$ 11.39
IRSC	IN ROUTE SERVICE CHARGE	\$ 25.42	5.00%	\$ 1.27	\$ 26.69
SC	SERVICE CHARGE	\$ 76.08	5.00%	\$ 3.80	\$ 79.88

RELATED FEES

RATE PER EACH

CRIR	CART REDELIVERY IN ROUTE	\$ 10.00	5.00%	\$ 0.50	\$ 10.50
CROR	CART REDELIVER OUT OF ROUTE	\$ 20.00	5.00%	\$ 1.00	\$ 21.00
CORDF	CONTAINER RE-DELIVERY FEE	\$ 76.08	5.00%	\$ 3.80	\$ 79.88

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

RATE PER EACH

CCF	CART CLEANING FEE	\$ 10.00	5.00%	\$ 0.50	\$ 10.50
CRF	CART REPLACEMENT FEE	\$ 65.00	5.00%	\$ 3.25	\$ 68.25

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

RATE PER EACH

WLI	WIND LATCH INSTALLATION	\$ 15.00	5.00%	\$ 0.75	\$ 15.75
RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

FRONT-LOAD CONTAINER SERVICE

1 YARD CONTAINERS

MONTHLY RATES

1GW	1YD TRASH	\$ 161.37	5.00%	\$ 8.07	\$ 169.44
1GE	1YD TRASH EOW	\$ 97.22	5.00%	\$ 4.86	\$ 102.08
1GM	1YD TRASH MONTHLY	\$ 62.68	5.00%	\$ 3.13	\$ 65.81
1OC	ON CALL-1YD TRASH	\$ 32.57	5.00%	\$ 1.63	\$ 34.20
1XP	EXTRA PICK UP-1YD TRASH	\$ 32.57	5.00%	\$ 1.63	\$ 34.20

1.5 YARD CONTAINERS

MONTHLY RATES

1HGW	1.5YD TRASH	\$ 201.24	5.00%	\$ 10.06	\$ 211.30
1HGE	1.5YD TRASH EOW	\$ 117.15	5.00%	\$ 5.86	\$ 123.01
1HGM	1.5YD TRASH MONTHLY	\$ 71.90	5.00%	\$ 3.60	\$ 75.50
1HOC	ON CALL-1.5YD TRASH	\$ 42.73	5.00%	\$ 2.14	\$ 44.87
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 42.73	5.00%	\$ 2.14	\$ 44.87

RECOLOGY WESTERN OREGON

DAY CITY OF DAYTON

EFF. DATE: 7/1/2023

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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2 YARD CONTAINERS

MONTHLY RATES

2GW	2YD TRASH	\$ 241.06	5.00%	\$ 12.05	\$ 253.11
2GE	2YD TRASH EOW	\$ 137.06	5.00%	\$ 6.85	\$ 143.91
2GM	2YD TRASH MONTHLY	\$ 81.09	5.00%	\$ 4.05	\$ 85.14
2OC	ON CALL-2YD TRASH	\$ 52.84	5.00%	\$ 2.64	\$ 55.48
2XP	EXTRA PICK UP-2YD TRASH	\$ 52.84	5.00%	\$ 2.64	\$ 55.48

3 YARD CONTAINERS

MONTHLY RATES

3GW	3YD TRASH	\$ 320.77	5.00%	\$ 16.04	\$ 336.81
3GE	3YD TRASH EOW	\$ 176.93	5.00%	\$ 8.85	\$ 185.78
3GM	3YD TRASH MONTHLY	\$ 99.52	5.00%	\$ 4.98	\$ 104.50
3OC	ON CALL-3YD TRASH	\$ 73.07	5.00%	\$ 3.65	\$ 76.72
3XP	EXTRA PICK UP-3YD TRASH	\$ 73.07	5.00%	\$ 3.65	\$ 76.72

4 YARD CONTAINERS

MONTHLY RATES

4GW	4YD TRASH	\$ 400.47	5.00%	\$ 20.02	\$ 420.49
4GE	4YD TRASH EOW	\$ 216.76	5.00%	\$ 10.84	\$ 227.60
4GM	4YD TRASH MONTHLY	\$ 117.90	5.00%	\$ 5.90	\$ 123.80
4OC	ON CALL-4YD TRASH	\$ 93.34	5.00%	\$ 4.67	\$ 98.01
4XP	EXTRA PICK UP-4YD TRASH	\$ 93.34	5.00%	\$ 4.67	\$ 98.01

5 YARD CONTAINERS

MONTHLY RATES

5GW	5YD TRASH	\$ 480.17	5.00%	\$ 24.01	\$ 504.18
5GE	5YD TRASH EOW	\$ 256.62	5.00%	\$ 12.83	\$ 269.45
5GM	5YD TRASH MONTHLY	\$ 136.33	5.00%	\$ 6.82	\$ 143.15
5OC	ON CALL-5YD TRASH	\$ 113.59	5.00%	\$ 5.68	\$ 119.27
5XP	EXTRA PICK UP-5YD TRASH	\$ 113.59	5.00%	\$ 5.68	\$ 119.27

6 YARD CONTAINERS

MONTHLY RATES

6GW	6YD TRASH	\$ 559.86	5.00%	\$ 27.99	\$ 587.85
6GE	6YD TRASH EOW	\$ 296.45	5.00%	\$ 14.82	\$ 311.27
6GM	6YD TRASH MONTHLY	\$ 154.72	5.00%	\$ 7.74	\$ 162.46
6OC	ON CALL-6YD TRASH	\$ 133.83	5.00%	\$ 6.69	\$ 140.52
6XP	EXTRA PICK UP-6YD TRASH	\$ 133.83	5.00%	\$ 6.69	\$ 140.52

8 YARD CONTAINERS

No new customers at this size - safety issues

8GW	8YD TRASH	\$ 659.65	5.00%	\$ 32.98	\$ 692.63
8GE	8YD TRASH EOW	\$ 346.35	5.00%	\$ 17.32	\$ 363.67
8GM	8YD TRASH MONTHLY	\$ 177.76	5.00%	\$ 8.89	\$ 186.65
8OC	ON CALL-8YD TRASH	\$ 159.17	5.00%	\$ 7.96	\$ 167.13
8XP	EXTRA PICK UP-8YD TRASH	\$ 159.17	5.00%	\$ 7.96	\$ 167.13

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

RNT1	1YD RENT - TRASH	\$ 20.00	5.00%	\$ 1.00	\$ 21.00
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FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

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

RECOLOGY WESTERN OREGON

DAY CITY OF DAYTON

EFF. DATE: 7/1/2023

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

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 67.50	5.00%	\$ 3.38	\$ 70.88
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 148.50	5.00%	\$ 7.43	\$ 155.93
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 178.20	5.00%	\$ 8.91	\$ 187.11

DEBRIS BOX DISPOSAL FEES

RATE PER UNIT

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 75.58	5.00%	\$ 3.78	\$ 79.36
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 75.58	5.00%	\$ 3.78	\$ 79.36
DFWD	DISPOSAL FEE - CLEAN WOOD (\$\$/TON)	\$ 43.69	5.00%	\$ 2.18	\$ 45.87
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD ³)	\$ -	5.00%	\$ -	\$ -

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

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

10DG	10 YARD BOX W/DISPOSAL	\$ 318.60	5.00%	\$ 15.93	\$ 334.53
20DG	20 YARD BOX W/DISPOSAL	\$ 450.80	5.00%	\$ 22.54	\$ 473.34
30DG	30 YARD BOX W/DISPOSAL	\$ 583.10	5.00%	\$ 29.16	\$ 612.26

RELATED FEES

RATE PER DAY

RENTD	DAILY RENTAL FEE	\$ 10.57	5.00%	\$ 0.53	\$ 11.10
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 149.83	5.00%	\$ 7.49	\$ 157.32
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Note: Monthly rent applies for customers who keep a box for a year or longer.

RATE PER HOUR

TIME	TRUCK TIME FEE	\$ 130.83	5.00%	\$ 6.54	\$ 137.37
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 152.17	5.00%	\$ 7.61	\$ 159.78
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 228.26	5.00%	\$ 11.41	\$ 239.67

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

TEMPORARY RENTAL CONTAINERS

RATE PER EACH

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 95.74	5.00%	\$ 4.79	\$ 100.53
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 86.54	5.00%	\$ 4.33	\$ 90.87
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.00	5.00%	\$ 0.10	\$ 2.10

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

BULKY ITEMS - DEBRIS BOX

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

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

RATE PER EACH

TOFFR	TIRE CHARGE NO RIM	\$ 4.69	5.00%	\$ 0.23	\$ 4.92
TONR	TIRE CHARGE ON RIM	\$ 9.37	5.00%	\$ 0.47	\$ 9.84
APPL	APPLIANCE	\$ 11.72	5.00%	\$ 0.59	\$ 12.31
APF	REFRIGERATOR/FREEZER	\$ 29.29	5.00%	\$ 1.46	\$ 30.75

MEDICAL WASTE COLLECTION SERVICES

RATE PER EACH

M4HSC	4.7 QT SHARPS CONTAINER	\$ 31.54	5.00%	\$ 1.58	\$ 33.12
M10SC	10 QT SHARPS CONTAINER	\$ 34.82	5.00%	\$ 1.74	\$ 36.56
M23SC	23 QT SHARPS CONTAINER	\$ 57.25	5.00%	\$ 2.86	\$ 60.11
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 48.35	5.00%	\$ 2.42	\$ 50.77
MLGPB	PATHOLOGY BOX	\$ 51.00	5.00%	\$ 2.55	\$ 53.55
MW17G	MEDICAL WASTE 17 GAL	\$ 22.50	5.00%	\$ 1.13	\$ 23.63
MW31G	MEDICAL WASTE 31 GAL	\$ 29.00	5.00%	\$ 1.45	\$ 30.45
MW43G	MEDICAL WASTE 43 GAL	\$ 35.00	5.00%	\$ 1.75	\$ 36.75
MWTCB	MEDICAL WASTE TRACE CHEMO BOX	\$ 51.00	5.00%	\$ 2.55	\$ 53.55

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

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

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

Financial Statements

December 31, 2022

(With Independent Accountant's Review Report)





INDEPENDENT ACCOUNTANT'S REVIEW REPORT

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

We have reviewed the accompanying financial statements of Recology Western Oregon - Valley Inc., which comprise the balance sheet as of December 31, 2022, and the related statements of income and stockholder's investment, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

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

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

Change in Accounting Principle

As discussed in Note 2 to the financial statements, the Company adopted FASB Topic 842, *Leases*. Our conclusion is not modified with respect to that matter.

Accountant's Conclusion

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



RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Balance Sheet

December 31, 2022

ASSETS

Current assets:

Accounts receivable, net of allowance for doubtful accounts of \$30,078	\$ 1,998,040
Other receivables	2,425
Prepaid expenses	39,783
Due from parent	<u>634,154</u>
Total current assets	<u>2,674,402</u>

Fixed assets:

Machinery and equipment	1,994,189
Less accumulated depreciation	<u>(1,989,833)</u>
Property and equipment, net	<u>4,356</u>
Total assets	<u>\$ 2,678,758</u>

LIABILITIES AND STOCKHOLDER'S INVESTMENT

Current liabilities:

Accounts payable	\$ 81,292
Accrued liabilities	258,023
Deferred revenues	<u>1,432,219</u>
Total current liabilities	<u>1,771,534</u>

Stockholder's investment, net

	<u>907,224</u>
Total liabilities and stockholder's investment	<u>\$ 2,678,758</u>

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

RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Cash Flows

For the Year Ended December 31, 2022

Cash flows from operating activities:	
Net income	\$ 1,359,338
Adjustments to reconcile net income to cash provided by operating activities:	
Depreciation	11,471
Gain on disposal of equipment	(4,125)
Provision for bad debts	69,847
Changes in assets and liabilities:	
Accounts receivable	(266,709)
Other receivables	(2,425)
Prepaid expenses	10,119
Accounts payable	27,638
Accrued liabilities	(3,594)
Deferred revenues	146,333
Other liabilities	(34,129)
Net cash provided by operating activities	<u>1,313,764</u>
Cash flows provided by investing activities:	
Proceeds from disposal of equipment	<u>4,125</u>
Cash flows used in financing activities:	
Due from parent	(407,658)
Net distributions to parent and affiliates	(910,231)
Net cash provided by financing activities	<u>(1,317,889)</u>
Net change in cash	-
Cash, beginning of year	<u>-</u>
Cash, end of year	<u>\$ -</u>

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

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

Notes to Financial Statements

December 31, 2022

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment

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

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

Depreciation expense amounted to \$11,471 for the year ended December 31, 2022. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

Environmental remediation liabilities

The Company accrues for environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of such ranges is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental remediation liabilities were accrued at December 31, 2022.

RECOLOGY WESTERN OREGON – VALLEY, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2022

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes

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

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

The Company records interest related to unrecognized tax benefits as interest expense and penalties as administrative expenses. For the year ended December 31, 2022, there were no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

Cash concentration account

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

Allocations

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

Use of estimates

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

Stockholder's investment, net

The Company has 100,000 shares of common stock authorized and 1,000 shares issued and outstanding with no par value as of December 31, 2022. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

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

Notes to Financial Statements

December 31, 2022

(3) COMMITMENTS AND CONTINGENCIES (CONTINUED)

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

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

(4) LEASES

The Company's main office facility and storage yard, located in Western Oregon Valley, is leased under a 12 month fully cancelable lease ranging from \$2,296 to \$10,311 per month. The Company also leases all equipment under 12 month fully cancelable annually renegotiated leases, ranging from \$9 to \$2,580 per month. The annual rent expense for both facilities totaled \$156,105 and all equipment \$818,375 for the year ended December 31, 2022.

Rental expense for the year ended December 31, 2022 was \$974,480 including amounts under short-term rental agreements with third parties and affiliates.

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

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

Notes to Financial Statements

December 31, 2022

(6) EMPLOYEE STOCK OWNERSHIP PLAN (CONTINUED)

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

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

(7) SUBSEQUENT EVENTS

The Company has evaluated its subsequent events through April 7, 2023, which is the date the financial statements were available for issuance. As a result of the evaluation, we are not aware of any material modifications that should be made to these financial statements for them to be in conformity with generally accepted accounting principles.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)
Schedule of Operational and General & Administrative Expenses
For the Year Ended December 31, 2022

Operational expenses	
Contract labor	\$ 119
Depreciation	11,471
Fuel	1,022,431
Insurance	103,026
Supplies	95,324
Operational lease expense	974,480
Recycling processing costs	996,142
Repair and maintenance	1,773,569
Taxes and licenses	300,918
Yard debris funding	1,284,403
Other operational expenses	35,646
Total operational expenses	<u>\$ 6,597,529</u>
General and administrative expenses	
General administration allocation	\$ 1,463,057
Regional management and accounting fees	487,681
Advertising and promotion	3,719
Bad debt	69,847
Contributions	10,721
Billing services	58,361
Dues and subscriptions	29,411
Education and training	5,293
Bank service charges	83,140
Meals	8,302
Office supplies	20,615
Postage	30,659
Professional services	36,768
Telephone	66,146
Travel	3,131
Other administration	10,141
Total general and administrative expenses	<u>\$ 2,386,992</u>

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

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Motion to Initiate Development Code Update
Date: June 5, 2023

Background and Information

Strategic Goal B -Create a livable community that is aesthetically pleasing, affordable, inviting, and with a vibrant and diverse economy.

Objective: Update Sunset Clause in Land Use Planning Chapter 7 **Priority:** Level 1

The purpose of this motion is for the City Council to initiate a text amendment to the Dayton Land Use Development Code (DLUDC) to update Section 7.3.2 to revise the expiration dates for land use approvals and Section 7.3.1 to add provisions for phased subdivisions.

Land use approvals currently expire one year following the date of final approval. Prior to the expiration of the one-year time limit, applicants may request a time extension not to exceed one year. If the project is not completed within this time period, the land use approval expires, and the applicant is required to seek a new land use approval to complete the project. This can be an onerous timeline to meet for more complex applications, such as subdivisions, which typically require the design, permitting, and construction of public streets and infrastructure prior to final platting.

City Manager Recommendation: I recommend the City Council passes a motion initiating text amendments to DLUDC Section 7.3.1 and 7.3.2.

Potential Motion to Approve - Rate Increase: "I move to initiate text amendments to Sections 7.3.1 and 7.3.2 of the Dayton Land Use Development Code to update the time limits on land use approvals and to add provisions for phased subdivisions."

Council Options:

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

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Awarding of 7th Street, 9th Street and Church Street Overlay Project
Date: June 5, 2023

Background and Information

Strategic Goal A - Develop and maintain resilient infrastructure to support operations and meet growth.

Objective: Complete Overlay of 7th and 9th Street (Between Ferry and Ash) **Priority Level:** 1

The Oregon Department of Transportation (ODOT) distributed \$6.3 million this year through the Small Cities Allotment (SCA) competitive grant program to cities with populations less than 5,000 for repairs to a city street or county road. SCA funds may only be used on streets that are "inadequate for the capacity they serve or are in a condition detrimental to safety" (ORS 366.805).

For the 2022 grant cycle, ODOT reviewed 84 applications requesting a total of \$18,920,300 and awarded 27 projects. (Max award was increased from \$100,000 to \$250,000.) The City of Dayton was awarded \$250,000 to complete the overlay of 7th Street from Ferry to Ash Street and part of 9th Street that had not been updated with the school district's project. and a section of Church Street between 9th and 11th. The City Council accepted the grant funding earlier this year with Resolution 22/23-09.

As with our last three street overlays, staff bid the entire project from Ferry Street to Ash Street understanding that any additional costs would need to be funded through the city's Streets Capital Fund.

Attached is Denny's summary of the bids noting that North Santiam Paving Co., came in as the lowest bid at \$271,801. Adding in a 10% contingency brings the total project cost to \$298,981. \$48,981 would need to be funded through our capital fund. The FY23-24 Budget includes \$325,000 for this project which will cover the cost above the grant award.

City Manager Recommendation: I recommend approval.

Potential Motion to Approve: "I move to approve awarding the 7th, 9th and Church Street Overlay project to North Santiam Paving, Co. with a project budget not to exceed \$298,981."

Council Options:

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

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May 24, 2023

The Honorable Mayor and City Council
City of Dayton
P.O. Box 339
Dayton, OR 97114

RE: 2023 7th & 9th Street Overlay
JO 2609.2076.0

Ladies and Gentlemen:

Bids for the above referenced project were received and opened at our office at 2:00 p.m. on May 24, 2023. There were a total of 5 responsive bids received from qualified bidders. We are pleased with the level of interest the project generated among contractors, and with the bid response.

The low bid was submitted by **North Santiam Paving Co.** of Stayton, Oregon. The bid prices, in addition to our estimate for the work, are shown in the table below. Complete bid tabulations are also attached for your review and records.

Summary of Bids		
Bidder	Bid Total	Difference from Eng. Estimate
Engineers Estimate	\$304,800	-
North Santiam Paving Co.	\$271,801	-10.8%
KNL Industries, Inc.	\$319,120	+4.7%
Knife River NW–West	\$353,980	+16.1%
S-2 Contractors, Inc.	\$358.800	+17.7%
Roy Houck Construction, LLC	\$399.800	+31.2%

As shown above, the low bid was approximately 11% below the engineer’s estimate. We spoke with the low bidder by telephone, and they indicated that they are comfortable with their bid numbers and plan to pursue the project.

If it is the City's desire to proceed with the project at this time, we recommend that the City authorize award of a contract for to North Santiam Paving Co., subject to final authorization by any applicable funding agencies. Based on the units and prices listed in the bid schedule, the amount of the contract will be \$271,801 (*for the entire project*).

May 24, 2023
The Honorable Mayor and City Council
City of Dayton
Page 2

We further recommend that the City Council approve a construction contingency budget of $\pm 5\%$ of the bid total (*ie. \$14,000*), to address unknown conditions or issues that may come to light during construction.

We will be sending out the Notice of Intent to Award to all bidders as required by OAR 137-049-0395.1 (*the notice is subject to final authorization by the City Council, and approval by applicable funding agencies*). Sending out the Notice of Intent to Award will start the statutory time limit for the 7 day bid protest period, but does not obligate the City to issue the final Notice of Award.

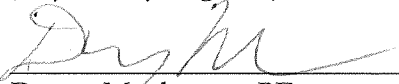
Upon expiration of the 7 day protest period (*assuming no bid protests*) and approval by the City Council and applicable funding agencies, we will then proceed to issue a Notice of Award to the Contractor, after which we will proceed with obtaining the required signatures for the Contract Documents, and schedule a preconstruction conference with the Contractor, the City and any affected utilities. We plan to issue the notice to proceed as soon as practical after contracts are signed and the preconstruction conference is held.

We hope this information is useful and will assist the City Council in making a final decision on the award of this project. We are happy to attend the City Council meeting and to answer questions or to discuss the project in more detail if you desire.

If you have any questions or need additional information regarding this matter, please contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.
(Dayton City Engineer)


Denny Muchmore, PE

drm
encl:
cc w/encl.

- Ms. Rochelle Roaden, Dayton City Manager
- Mr. Josh Bilodeau, Dayton Public Works

Schedule of Prices (Bid Form)

Item No.	Description	Estimated Quantity	Unit	NSP		KNL Industries		KNIFE RIVER		S-2 CONTRACTORS		ROY HOUCK CONSTRUCTION	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization, Bonds, Permits and Insurance, etc.	ALL	L.S.	Lump Sum	\$27,000	Lump Sum	\$20,000	Lump Sum	\$60,000	Lump Sum	\$35,800	Lump Sum	\$25,000
2.	7th Street (Ferry to Main Street)												
	a. Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	\$2,100	Lump Sum	\$1,500	Lump Sum	\$950	Lump Sum	\$1,500	Lump Sum	\$3,100
	b. Existing Street Cleaning & Preparation, Grinding, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required), MH overlay ring, etc.	ALL	L.S.	Lump Sum	\$3,800	Lump Sum	\$1,000	Lump Sum	\$3,044	Lump Sum	\$2,000	Lump Sum	\$4,500
	c. No new pedestrian ramps or sidewalk extensions	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	d. Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMA, Complete	ALL	L.S.	Lump Sum	\$1,500	Lump Sum	\$4,000	Lump Sum	\$4,506	Lump Sum	\$8,000	Lump Sum	\$15,000
	e. Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMA, 2 " thick, Complete (including compaction testing)	ALL	L.S.	Lump Sum	\$20,000	Lump Sum	\$22,080	Lump Sum	\$22,000	Lump Sum	\$21,000	Lump Sum	\$19,000
	f. Restore all pavement markings as noted on the drawings.	ALL	L.S.	Lump Sum	\$600	Lump Sum	\$1,000	Lump Sum	\$500	Lump Sum	\$500	Lump Sum	\$1,500
	<i>Bidders to review notes on Schedule of Prices, page 5</i>				\$28,000	Subtotal, Bid Item 2:	\$29,580	Subtotal, Bid Item 2:	\$31,000	Subtotal, Bid Item 2:	\$33,000	Subtotal, Bid Item 2:	\$43,100
3.	7th Street (Main to Church Street)												
	a. Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	\$2,400	Lump Sum	\$1,500	Lump Sum	\$210	Lump Sum	\$1,500	Lump Sum	\$2,500
	b. Existing Street Cleaning & Preparation, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required), MH overlay ring, etc.	ALL	L.S.	Lump Sum	\$1,300	Lump Sum	\$1,000	Lump Sum	\$1,700	Lump Sum	\$2,000	Lump Sum	\$4,500
	c. North side of Church Str, new pedestrian ramps, truncated domes, sidewalk extensions, etc., as indicated, complete.	ALL	L.S.	Lump Sum	\$11,000	Lump Sum	\$15,000	Lump Sum	\$5,535	Lump Sum	\$11,000	Lump Sum	\$9,500
	d. Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMA, Complete	ALL	L.S.	Lump Sum	\$3,600	Lump Sum	\$5,000	Lump Sum	\$4,300	Lump Sum	\$7,000	Lump Sum	\$12,000
	e. Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMA, 2 " thick, Complete (including compaction testing)	ALL	L.S.	Lump Sum	\$17,200	Lump Sum	\$19,500	Lump Sum	\$20,430	Lump Sum	\$20,000	Lump Sum	\$15,500
	f. Restore all pavement markings as noted on the drawings.	ALL	L.S.	Lump Sum	\$700	Lump Sum	\$1,000	Lump Sum	\$1,200	Lump Sum	\$1,000	Lump Sum	\$1,500
	g. Tie centerline monument location, install survey monument box at survey monuments, verify monuments not disturbed after construction, Complete (see Appendix C for detailed monument location information).	ALL	L.S.	Lump Sum	\$3,000	Lump Sum	\$1,000	Lump Sum	\$3,625	Lump Sum	\$1,200	Lump Sum	\$7,500
	<i>Bidders to review notes on Schedule of Prices, page 5</i>				\$39,200	Subtotal, Bid Item 3:	\$44,000	Subtotal, Bid Item 3:	\$37,000	Subtotal, Bid Item 3:	\$43,700	Subtotal, Bid Item 3:	\$53,000

Schedule of Prices (Bid Form)

Item No.	Description	Estimated Quantity	Unit	NSP		KNLIndustries		KNIFE RIVER		S-2 CONTRACTORS		ROY HOUCK CONSTRUCTION	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
4. 7th Street (Church to midblock toward Ash Street)													
a.	Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	\$1,200	Lump Sum	\$1,500	Lump Sum	\$156	Lump Sum	\$1,500	Lump Sum	\$1,900
b.	Existing Street Cleaning & Preparation, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required), MH overlay ring, etc.	ALL	L.S.	Lump Sum	\$700	Lump Sum	\$1,000	Lump Sum	\$3,180	Lump Sum	\$2,000	Lump Sum	\$4,000
c.	No new pedestrian ramps or sidewalk extensions	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
d.	Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMA, Complete	ALL	L.S.	Lump Sum	\$100	Lump Sum	\$3,000	Lump Sum	\$9,048	Lump Sum	\$5,000	Lump Sum	\$10,600
e.	Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMA, 2 " thick, Complete (including compaction testing)	ALL	L.S.	Lump Sum	\$12,600	Lump Sum	\$19,800	Lump Sum	\$17,416	Lump Sum	\$16,000	Lump Sum	\$14,500
f.	Restore all pavement markings as noted on the drawings.	ALL	L.S.	Lump Sum	\$1	Lump Sum	\$500	Lump Sum	\$0	Lump Sum	\$500	Lump Sum	\$1,500
				Subtotal, Bid Item 4:	\$14,601	Subtotal, Bid Item 4:	\$25,800	Subtotal, Bid Item 4:	\$29,800	Subtotal, Bid Item 4:	\$25,000	Subtotal, Bid Item 4:	\$32,500
<i>Bidders to review notes on Schedule of Prices, page 5</i>													
5. 7th Street (midblock to Ash Street)													
a.	Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	\$1,200	Lump Sum	\$1,500	Lump Sum	\$950	Lump Sum	\$1,500	Lump Sum	\$1,900
b.	Existing Street Cleaning & Preparation, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required)	ALL	L.S.	Lump Sum	\$800	Lump Sum	\$1,000	Lump Sum	\$2,185	Lump Sum	\$2,000	Lump Sum	\$4,000
c.	South side of Ash Str, new pedestrian ramps, truncated domes, sidewalk extensions, etc., as indicated, complete.	ALL	L.S.	Lump Sum	\$15,100	Lump Sum	\$18,000	Lump Sum	\$15,200	Lump Sum	\$18,000	Lump Sum	\$17,000
d.	Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMA, Complete	ALL	L.S.	Lump Sum	\$900	Lump Sum	\$3,000	Lump Sum	\$4,225	Lump Sum	\$5,000	Lump Sum	\$10,600
e.	Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMA, 2 " thick, Complete (including compaction testing)	ALL	L.S.	Lump Sum	\$12,000	Lump Sum	\$19,200	Lump Sum	\$13,740	Lump Sum	\$14,500	Lump Sum	\$14,500
f.	Restore all pavement markings as noted on the drawings.	ALL	L.S.	Lump Sum	\$400	Lump Sum	\$500	Lump Sum	\$500	Lump Sum	\$500	Lump Sum	\$1,500
				Subtotal, Bid Item 5:	\$30,400	Subtotal, Bid Item 5:	\$43,200	Subtotal, Bid Item 5:	\$36,800	Subtotal, Bid Item 5:	\$41,500	Subtotal, Bid Item 5:	\$49,500
<i>Bidders to review notes on Schedule of Prices, page 5</i>													
6. 9th Street (Ferry to Center Market)													
a.	Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	\$1,500	Lump Sum	\$1,500	Lump Sum	\$470	Lump Sum	\$1,500	Lump Sum	\$2,300
b.	Existing Street Cleaning & Preparation, Grinding, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required)	ALL	L.S.	Lump Sum	\$11,000	Lump Sum	\$1,000	Lump Sum	\$5,300	Lump Sum	\$2,000	Lump Sum	\$3,400
c.	No new pedestrian ramps or sidewalk extensions	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
d.	Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMA, Complete	ALL	L.S.	Lump Sum	\$100	Lump Sum	\$5,000	Lump Sum	\$0	Lump Sum	\$2,500	Lump Sum	\$5,500
e.	Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMA, 2 " thick, Complete (including compaction testing)	ALL	L.S.	Lump Sum	\$9,000	Lump Sum	\$8,294	Lump Sum	\$9,890	Lump Sum	\$10,000	Lump Sum	\$7,000
f.	Restore all pavement markings as noted on the drawings.	ALL	L.S.	Lump Sum	\$1,400	Lump Sum	\$500	Lump Sum	\$2,000	Lump Sum	\$7,000	Lump Sum	\$3,000
				Subtotal, Bid Item 6:	\$23,000	Subtotal, Bid Item 6:	\$16,294	Subtotal, Bid Item 6:	\$17,660	Subtotal, Bid Item 6:	\$23,000	Subtotal, Bid Item 6:	\$21,200
<i>Bidders to review notes on Schedule of Prices, page 5</i>													

Schedule of Prices (Bid Form)

Item No.	Description	Estimated Quantity	Unit	NSP		KNLIndustries		KNIFE RIVER		S-2 CONTRACTORS		ROY HOUCK CONSTRUCTION	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
7. 9th Street (midblock to Church Street)													
a.	Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	\$1,600	Lump Sum	\$1,500	Lump Sum	\$312	Lump Sum	\$1,500	Lump Sum	\$2,300
b.	Existing Street Cleaning & Preparation, Grind, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required)	ALL	L.S.	Lump Sum	\$3,200	Lump Sum	\$1,000	Lump Sum	\$15,626	Lump Sum	\$2,000	Lump Sum	\$3,400
c.	No new pedestrian ramps or sidewalk extensions	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
d.	Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMA, Complete	ALL	L.S.	Lump Sum	\$2,500	Lump Sum	\$5,000	Lump Sum	\$6,580	Lump Sum	\$6,000	Lump Sum	\$10,600
e.	Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMA, 2 " thick, Complete (including compaction testing)	ALL	L.S.	Lump Sum	\$13,600	Lump Sum	\$14,650	Lump Sum	\$14,427	Lump Sum	\$20,000	Lump Sum	\$14,500
f.	Restore all pavement markings as noted on the drawings.	ALL	L.S.	Lump Sum	\$100	Lump Sum	\$500	Lump Sum	\$500	Lump Sum	\$500	Lump Sum	\$1,500
				Subtotal, Bid Item 7:	\$21,000	Subtotal, Bid Item 7:	\$22,650	Subtotal, Bid Item 7:	\$37,445	Subtotal, Bid Item 7:	\$30,000	Subtotal, Bid Item 7:	\$32,300
<i>Bidders to review notes on Schedule of Prices, page 5</i>													
8. 9th Street (Church to midblock toward Ash Street)													
a.	Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	\$1,100	Lump Sum	\$1,500	Lump Sum	\$234	Lump Sum	\$1,500	Lump Sum	\$2,300
b.	Existing Street Cleaning & Preparation, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required)	ALL	L.S.	Lump Sum	\$400	Lump Sum	\$1,000	Lump Sum	\$2,349	Lump Sum	\$2,000	Lump Sum	\$3,400
c.	No new pedestrian ramps or sidewalk extensions	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
d.	Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMA, Complete	ALL	L.S.	Lump Sum	\$100	Lump Sum	\$5,000	Lump Sum	\$4,717	Lump Sum	\$6,000	Lump Sum	\$10,600
e.	Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMA, 2 " thick, Complete (including compaction testing)	ALL	L.S.	Lump Sum	\$13,000	Lump Sum	\$17,192	Lump Sum	\$14,391	Lump Sum	\$17,500	Lump Sum	\$14,500
f.	Restore all pavement markings as noted on the drawings.	ALL	L.S.	Lump Sum	\$300	Lump Sum	\$500	Lump Sum	\$384	Lump Sum	\$1,000	Lump Sum	\$1,500
				Subtotal, Bid Item 8:	\$14,900	Subtotal, Bid Item 8:	\$25,192	Subtotal, Bid Item 8:	\$22,075	Subtotal, Bid Item 8:	\$28,000	Subtotal, Bid Item 8:	\$32,300
<i>Bidders to review notes on Schedule of Prices, page 5</i>													
9. 9th Street (midblock to Ash Street)													
a.	Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	\$1,800	Lump Sum	\$1,500	Lump Sum	\$624	Lump Sum	\$1,500	Lump Sum	\$2,300
b.	Existing Street Cleaning & Preparation, Grind, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required)	ALL	L.S.	Lump Sum	\$2,000	Lump Sum	\$1,000	Lump Sum	\$4,700	Lump Sum	\$2,000	Lump Sum	\$3,400
c.	South side of Ash Str, new pedestrian ramps, truncated domes, sidewalk extensions, etc., as indicated, complete.	ALL	L.S.	Lump Sum	\$10,000	Lump Sum	\$13,000	Lump Sum	\$14,400	Lump Sum	\$11,000	Lump Sum	\$9,500
d.	Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMA, Complete	ALL	L.S.	Lump Sum	\$900	Lump Sum	\$5,000	Lump Sum	\$1,400	Lump Sum	\$6,200	Lump Sum	\$10,600
e.	Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMA, 2 " thick, Complete (including compaction testing)	ALL	L.S.	Lump Sum	\$16,500	Lump Sum	\$19,824	Lump Sum	\$9,776	Lump Sum	\$18,700	Lump Sum	\$14,500
				Subtotal, Bid Item 9:	\$31,200	Subtotal, Bid Item 9:	\$40,324	Subtotal, Bid Item 9:	\$30,900	Subtotal, Bid Item 9:	\$39,400	Subtotal, Bid Item 9:	\$40,300
<i>Bidders to review notes on Schedule of Prices, page 5</i>													

Schedule of Prices (Bid Form)

Item No.	Description	Estimated Quantity	Unit	NSP		KNLIndustries		KNIFE RIVER		S-2 CONTRACTORS		ROY HOUCK CONSTRUCTION	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
10. Church Street (9th to midblock)													
	a. Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	\$1,200	Lump Sum	\$1,500	Lump Sum	\$315	Lump Sum	\$1,500	Lump Sum	\$2,300
	b. Existing Street Cleaning & Preparation, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required)	ALL	L.S.	Lump Sum	\$900	Lump Sum	\$1,000	Lump Sum	\$3,000	Lump Sum	\$2,000	Lump Sum	\$3,400
	c. No new pedestrian ramps or sidewalk extensions	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	d. Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMA, Complete	ALL	L.S.	Lump Sum	\$100	Lump Sum	\$5,000	Lump Sum	\$4,680	Lump Sum	\$6,000	Lump Sum	\$10,600
	e. Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMA, 2 " thick, Complete (including compaction testing)	ALL	L.S.	Lump Sum	\$14,400	Lump Sum	\$16,800	Lump Sum	\$16,505	Lump Sum	\$18,200	Lump Sum	\$14,500
				Subtotal, Bid Item 10:	\$16,600	Subtotal, Bid Item 10:	\$24,300	Subtotal, Bid Item 10:	\$24,500	Subtotal, Bid Item 10:	\$27,700	Subtotal, Bid Item 10:	\$30,800
<i>Bidders to review notes on Schedule of Prices, page 5</i>													
11. Church Street (midblock to dogleg)													
	a. Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	\$2,000	Lump Sum	\$1,500	Lump Sum	\$390	Lump Sum	\$1,500	Lump Sum	\$2,300
	b. Existing Street Cleaning & Preparation, Adjustment of all existing utility structures to finish pavement grade (including sawcutting around water valves and other boxes if required)	ALL	L.S.	Lump Sum	\$1,400	Lump Sum	\$1,000	Lump Sum	\$2,900	Lump Sum	\$2,000	Lump Sum	\$3,400
	c. No new pedestrian ramps or sidewalk extensions	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	d. Pre-level (fill depressions, potholes & prelevel to 2" below finish surface) w/Level 2, 1/2-inch Dense HMA, Complete	ALL	L.S.	Lump Sum	\$3,400	Lump Sum	\$5,000	Lump Sum	\$4,950	Lump Sum	\$6,500	Lump Sum	\$10,600
	e. Hot Oil Tack, Overlay Fabric & Overlay w/Level 2, 1/2- inch Dense HMA, 2 " thick, Complete (including compaction testing)	ALL	L.S.	Lump Sum	\$16,000	Lump Sum	\$18,780	Lump Sum	\$15,180	Lump Sum	\$20,000	Lump Sum	\$14,500
	f. Restore all pavement markings as noted on the drawings.	ALL	L.S.	Lump Sum	\$300	Lump Sum	\$500	Lump Sum	\$300	Lump Sum	\$500	Lump Sum	\$1,500
	g. Tie centerline monument location, install survey monument box at survey monuments, verify monuments not disturbed after construction, Complete (see Appendix C for detailed monument location information).	ALL	L.S.	Lump Sum	\$2,800	Lump Sum	\$1,000	Lump Sum	\$3,080	Lump Sum	\$1,200	Lump Sum	\$7,500
				Subtotal, Bid Item 11:	\$25,900	Subtotal, Bid Item 11:	\$27,780	Subtotal, Bid Item 11:	\$26,800	Subtotal, Bid Item 11:	\$31,700	Subtotal, Bid Item 11:	\$39,800
				BID TOTAL (Bid Items 1-11):	\$271,801	BID TOTAL (Bid Items 1-11):	\$319,120	TOTAL (Bid Items 1-11):	\$353,980	TOTAL (Bid Items 1-11):	\$358,800	TOTAL (Bid Items 1-11):	\$399,800
				% diff from Eng Est	-10.8%		4.7%		16.1%		17.7%		31.2%
	Engineer's Estimate	\$304,800											

Bidders to review notes on Schedule of Prices, page 5



Oregon

Kate Brown, Governor

Department of Transportation

Statewide Investments Section

355 Capitol ST NE, MS 21

Salem, Oregon, 97301-4178

Phone: (503) 986-4453

FILE CODE:

December 1, 2022

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

Subject: 2023 Small City Allotment Program Awards Announcement

Dear Rochelle,

In accordance with ORS 366.805 and the recommendation of the Small City Allotment Advisory Committee, I am pleased to announce that the project submitted by the City of Dayton was one of 27 selected to be funded. ODOT received 84 applications requesting a total of \$18,920,300 with funding limited to \$6,319,418 it made for a very competitive selection process.

The SCA award amount for your project is \$250,000.

The next steps will be for ODOT to develop the grant agreement, submit it to the Department of Justice for review and upon approval it will be presented to the City for review and signature.

It is our recommendation that you familiarize yourself with the program rules by reading the [Guidelines for Grantees](#) document.

Please be advised that only work that begins after Notice to Proceed is issued will be eligible for reimbursement.

Your participation in the program is appreciated and we look forward to seeing your completed project. If you have questions regarding the SCA program please contact me at (503) 986-3441 or deanna.edgar@odot.oregon.gov.

Sincerely,

Deanna Edgar

Deanna Edgar
Statewide Investments Section Program Analyst
Encl: 2023 Small City Allotment Awards by City

Cc: Shelly White-Robinson, Project Manager

2023 Small City Allotment Award Recipients

City	Award
Region 1	
North Plains	\$250,000
Region 1 Total	\$250,000
Region 2	
Amity	\$250,000
Bay City	\$250,000
Dayton	\$250,000
Detroit	\$250,000
Hubbard	\$250,000
Idanha	\$250,000
Nehalem	\$247,430
Oakridge	\$250,000
Rainier	\$120,802
Yachats	\$250,000
Region 2 Total	\$2,368,232
Region 3	
Canyonville	\$171,075
Gold Beach	\$250,000
Gold Hill	\$220,775
Myrtle Point	\$250,000
Oakland	\$250,000
Region 3 Total	\$1,141,850
Region 4	
Bonanza	\$129,065
Lakeview	\$250,000
Rufus	\$250,000
Region 4 Total	\$629,065
Region 5	
Elgin	\$250,000
Haines	\$250,000
Huntington	\$117,301
John Day	\$250,000
Lostine	\$250,000
Pilot Rock	\$250,000
Ukiah	\$125,000
Vale	\$250,000
Region 5 Total	\$1,742,301
2023 Program Total	\$6,131,448

To: Honorable Mayor and City Councilors

From: Rochelle Roaden, City Manager

Issue: Approval of Resolution 22/23-13 Public Works Design Standards Update No. 14

Date: June 5, 2023

Background and Information

This is a periodic PWDS update with various clarification language added to the PWDS body and details, based on issues or confusion that came up during this past summer construction season.

This update includes numerous wording clarifications regarding questions that have come up during development projects, as well as clarification items that came up on projects with our other City & District clients.

In addition to general clarifications, the following are also addressed.

- Portions of some sections were reordered to make the information easier to find (ie. grouping similar paragraphs closer together, for items that seem to be routinely overlooked by development teams).
- Heading wording was added (or clarified) for numerous paragraphs, once again to make information easier to find.
- Added standards developed by another of our cities clarifying parking lot lighting levels typically required (PWDS 2.28.i). Please let us know if you would like to omit this section, or have it modified.
- Added language to comply with recent House Bill 2180 (OAR 918-460-0200) regarding the new State mandate to provide for electric vehicle charging infrastructure for certain sizes and classes of parking lots, under new permanent rules adopted 6/30/2022 (PWDS 2.28.m).
- Clarifications on standards for the durable non-paved surfacing option previously included for certain lower volume parking lots, where specifically approved by the City (PWDS 2.28.f, see also new Detail 240).
- Clarifications regarding water meter location requirements (PWDS 5.19).
- New Detail 214A1 with an alternate layout for intersection pedestrian ramps with curb line sidewalks.
- Wording on Detail 501 & 502 clarifying that it is the Contractor's responsibility to clean out the water valve box cover pick holes after completion of construction (concrete, AC, etc.).
- New Detail 563 clarifying that FDC locations (when the Fire Code official allows an FDC to be installed on a building due to the DCDA also being inside the building) still needs to address the applicable NFPA requirements referenced by the other City standard details.
- Added clarification to strengthen language regarding Contractor's responsibility to clearly note/callout any variances to City standards on their material submittals provided for City review (PWDS G-01300, para 1.3).

- Appendix I was added as an informational section, addressing common questions about stormwater detention options and why it is necessary/what it accomplishes.

Due to the size of the redlined version, it is not included in the agenda packets. All revisions are included in the redline format provided for review at <https://spaces.hightail.com/receive/yw5LIXdxPD>

Denny Muchmore will be at our meeting to answer any questions the Council may have.

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

City Manager Recommendation: I recommend approval Resolution 22/23-13.

Potential Motion to Approve: "I move to approve Resolution 22/23-13 a Resolution adopting Public Works Design Standards Update No. 14."

Council Options:

- 1 - Approve Resolution 22/23-13 as recommended.
- 2 - Approve Resolution 22/23-13 with amendments.
- 3 - Take no action and direct staff to do further research or provide further options.

**RESOLUTION No. 22/23-13
CITY OF DAYTON, OREGON**

A Resolution Adopting Public Works Design Standards Update No. 14

WHEREAS, on October 6, 2006, the Dayton City Council adopted Resolution No. 06/07-11, A Resolution Adopting City of Dayton Public Works Design Standards (hereafter called “Standards”), and amended on February 5, 2007, by Resolution No. 06/07-27, A Resolution Adopting Public Works Design Standards Update No. 1; and on January 7, 2008, by Resolution No. 07/08-17, A Resolution Adopting Public Works Design Standards Update #2; and Resolution No. 07/08-31, A Resolution Adopting Public Works Design Standards Update #3; and Resolution No. 09/10-31, A Resolution Adopting Public Works Design Standards Update #4; and Resolution No. 12/13-35, A Resolution Adopting Public Works Design Standards Update #5; and Resolution No. 13/14-5, A Resolution Adopting Public Works Design Standards Update #6; and Resolution No. 15/16-10 A Resolution Adopting Public Works Design Standards Update #7; and Resolution No. 17/18-9 A Resolution Adopting Public Work Design Standards Update #8; and Resolution No. 19/20-2 A Resolution Adopting Public Work Design Standards Update #9; and Resolution No. 19/20-19 A Resolution Adopting Public Work Design Standards Update #10; and Resolution No. 20/21-12 A Resolution Adopting Public Work Design Standards Update #11; and Resolution No. 21/22-29 A Resolution Adopting Public Work Design Standards Update #12; and on October 17, 2022 by Resolution No. 22/23-04 A Resolution Adopting Public Work Design Standards Update #13; and

WHEREAS, the Standards are subject to change as both the City’s needs change and the industry standards change, or if errors are discovered in the document; and

WHEREAS, certain information in the Standards needs to be updated or changed.

The City of Dayton resolves as follows:

- 1) **THAT** Update No. 14 to the City of Dayton Public Works Design Standards, (attached hereto as Exhibit A and by this reference incorporated herein) is hereby adopted; and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 5th day of June 2023.

**In Favor:
Opposed:
Absent:
Abstained:**

Trini Marquez, Mayor

Date of Signing

ATTESTED BY:

Melissa A. York, City Recorder

Date of Enactment

Attachment - Exhibit A

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 22/23-14 an Intergovernmental Agreement (IGA) with Chemeketa Cooperative Regional Library Service (CCRLS)
Date: June 5, 2023

Background Information:

The City of Dayton has been apart of the CCRLS network since 2008.

This new IGA with CCRLS is for a five-year term starting July 1 of 2023 through June 30th of 2028 to provide library services for the Mary Gilkey Library.

The IGA is attached for your reference.

City Manager Recommendation: I recommend approval of Resolution 22/23-14.

Potential Motion Language: "I move to approve Resolution 22/23-14 a Resolution Approving an 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 22/23-14.
- 2 - Move to approve Resolution 22/23-14 with amendments.
- 3 - Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.

**RESOLUTION NO. 22/23-14
CITY OF DAYTON, OREGON**

A Resolution Approving an 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.

The City of Dayton resolves as follows:

- 1) **THAT** the City Manager and appropriate staff are hereby authorized to execute 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 5th day of June 2023.

In Favor:

Opposed:

Absent:

Abstained:

Trini Marquez, Mayor

Date of Signing

ATTESTED BY:

Melissa A. York, City Recorder

Date of Enactment

Attachment - Exhibit A



Procurement Services – 4000 Lancaster Drive NE, Salem, OR 97309

**Library Participation in Chemeketa Cooperative Regional Library Service (CCRLS)
Intergovernmental Agreement No: 10698200**

1) Parties to the Agreement

This Agreement is by and between Chemeketa Community College through its Chemeketa Cooperative Regional Library Service (CCRLS), hereafter known as “College,” and the City of Dayton, Oregon, an Oregon municipal corporation, 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.”

2) Agreement Documents and Order of Precedence

The Agreement Documents consist of the following documents which are listed in descending order of precedence:

This Agreement; Amendments to this Agreement, if any; Attachments and Exhibits to this Agreement, which are incorporated by reference and attached, including: 10698200 Attachment A – Statement of Work/Consideration, and Exhibits to Attachment A if listed; 10698200 Exhibit 1 – Compensation Schedule.

A conflict in the Agreement Documents shall be resolved in priority listed above and with this Agreement taking precedence over all other documents. The Agreement Documents are the entire Agreement between the Parties and shall supersede any prior representation, written or oral.

3) Independent Contractor

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership joint venture or association. CCRLS Member Library, its officers, employees, and/or agents are not authorized to act as an agent of College with respects to the fiscal and administrative management responsibilities of College under this agreement.

4) Purpose of Agreement/Consideration

The purpose of this Agreement is to provide for the participation of the library of CCRLS Member Library in CCRLS, a cooperative of member libraries in the College district, under the terms and conditions set forth herein and as described in detail in Attachment A. Payments under this agreement will be made as described in Attachment A.

5) Term and Termination

Parties agree that the term of this Agreement shall commence July 1, 2023 and shall continue through June 30, 2028 unless earlier terminated or later extended as provided herein.

- a) This Agreement shall be amended yearly to incorporate a revised compensation schedule for the next fiscal year effective July 1.
- b) This Agreement may be terminated by mutual consent of the parties at any time.
- c) College may terminate this Agreement effective upon delivery of written notice to CCRLS

Member Library or at such later date as may be established by College under any of the following conditions:

- i) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of Work. This Agreement may be modified to accommodate a reduction in funds;
 - ii) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Work is no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments authorized by this Agreement; and
 - iii) If any license, certificate, or insurance required by law or regulation to be held by CCRLS Member Library to provide the Work required by this Agreement is for any reason denied, revoked or not renewed.
- d) CCRLS Member Library may terminate this Agreement effective upon delivery of written notice to College or such later date as may be established by CCRLS Member Library under any of the following conditions:
- i) If funding, appropriations, limitations, allotments, or other expenditure authority from federal, state, local, or other sources is not obtained or continued at levels sufficient in CCRLS Member Library's reasonable determination to perform its duties under this agreement;
 - ii) If federal, state, or local laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that CCRLS Member Library's performance under this agreement is prohibited, CCRLS Member Library is no longer eligible for the funding proposed for payments authorized by this agreement, or is prohibited from paying those payments authorized by this agreement from the planned funding source; and
 - iii) If any license, certificate, or insurance required by law or regulation to be held by CCRLS Member Library in order to perform its duties under this agreement is for any reason denied, revoked, or not renewed.
- e) Either Party may terminate this Agreement upon the other's material breach of any of its terms, by giving written notice to the Party in breach at least 60 days in advance of the effective date of termination. Cure of the breach by the Party in breach within the 60-day period shall void the notice of termination.
- f) This Agreement may be terminated by either Party without breach by the other upon giving written notice to the other Party no later than May 1. Termination shall be effective at midnight on the following June 30. It is the intent of this paragraph that the Parties recognize an obligation of good faith to create and continue a long-term relationship by virtue of this Agreement.
- g) Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.
- h) In the event either Party terminates this Agreement, College shall provide CCRLS Member Library its current bibliographic, borrower, and circulation records and databases in machine-

readable media and format.

- i) In the event that the College CCRLS activities should cease and the assets and operations of CCRLS are not assumed by a successor providing equivalent service, then all assets of the CCRLS Automated System shall be transferred to participating cities without charge.

6) Subcontractors

CCRLS Member Library shall identify, and is required to receive prior written approval from College, prior of the Work beginning, of all proposed subcontractors which will provide Work under this Agreement. Although approval shall not be unreasonably withheld, College has the right to approve or disapprove all proposed subcontractors.

7) Amendments

The terms of this Agreement shall not be waived, changed or supplemented except by written amendment signed by the Parties to this Agreement.

8) Compliance with Applicable Laws

The Parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to providing the Work including but not limited (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973, the ADA of 1990 (United States Code, Title 42, Chapter 126, Sub-Chapters I - IV and Title 47, Chapter 5, Sub-Chapters II and VI), ORS 659A.142 and ORS 659A.400 through ORS 659A.409 and maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.

This Agreement shall be administered and construed under the laws of the State of Oregon. The venue for any action related to this Agreement shall be in the Circuit Court for the County of Marion, Oregon.

9) Compliance with College Policies

The College retains the right to stop any activity and/or to require dismissal from the job site of any worker whose behavior does not comply, or gives the College reasonable suspicion to believe the worker's behavior does not comply, with pertinent Chemeketa Community College policy(ies), including but not limited to providing a respectful workplace, a harassment free workplace, and a drug and alcohol free workplace, or the activity is deemed hazardous to members of a user group, the public, or College facilities.

10) Hold Harmless and Indemnification

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), each Party shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, the other against any liability for personal injury or damage to life or property arising from its negligent activity under this Agreement provided, however, that each Party shall not be required to indemnify the other for any such liability arising out of the wrongful acts, including but not limited to, to a person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

11) Insurance Requirements

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

12) Access to Records

The Parties, the Secretary of State's Office of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts and transcripts.

13) Ownership of Work Products

All Work Product created by CCRLS Member Library pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of the College. The College and CCRLS Member Library agree that such original works of authorship are "work made for hire" of which the College is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Agreement is not "work made for hire," CCRLS Member Library hereby irrevocably assigns to the College any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the College's reasonable request, CCRLS Member Library shall execute such further documents and instruments necessary to fully vest such rights in the College. CCRLS Member Library forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14) Data Security and Privacy

The Parties agree that all circulation data, which would in any way identify a particular library user or the materials borrowed by any user, are confidential and exempt from disclosure under the Oregon Public Records Law. Each Party shall refuse disclosure of any and all such data unless ordered by the by a valid subpoena or court order. The Parties shall maintain the confidentiality of patron records as required by the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 through 646A.628).

- a) In order to satisfy the Communications Assistance for Law Enforcement Act (CALEA) requirements, CCRLS Member Library will take reasonable agreed upon measures to identify internet users accessing the internet over the CCRLS network.

15) Merger Clause

Parties concur and agree that this Agreement constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.

16) Force Majeure

Neither CCRLS Member Library nor College shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which was beyond either party's reasonable control.

17) Assignment

CCRLS Member Library shall not assign or transfer its interest in this Agreement without the express written consent of College.

18) Notices

Any notice required to be given to the College or CCRLS Member Library under this Agreement shall be sufficient if given, in writing, by email, first class mail or in person as follows:

College

Doug Yancey, Interim Director, Chemeketa
Cooperative Regional Library Service
Chemeketa Community College
PO Box 14007
4000 Lancaster Drive NE
Salem, OR 97309-7070
Office: 503.315.4584
Email: doug.yancey@ccrls.org
c/o: procurement@chemeketa.edu

CCRLS Member Library

Rochelle Roaden, City Manager

City of Dayton
PO Box 339
416 Ferry Street
Dayton, Oregon, 97114
Office: 503.864.2221, Fax: 503.864.2956
Email: rroaden@daytonoregon.gov

19) Contact Persons

College

Doug Yancey, Interim Director, Chemeketa
Cooperative Regional Library Service
Chemeketa Community College
PO Box 14007
4000 Lancaster Drive NE
Salem, OR 97309-7070
Office: 503.315.4584
Email: doug.yancey@ccrls.org

CCRLS Member Library

Cyndi Park, Library Director

Mary Gilkey City Library
PO Box 339
416 Ferry Street
Dayton, Oregon, 97114
Office: 503.864.2221, Fax: 503.864.2956
Email: cpark@ci.dayton.or.us

Signatures on Next Page

Signatures

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

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

College

CCRLS Member Library

(Signature) (Date)
Aaron Hunter
Associate Vice President/ Chief Financial Officer

(Signature) (Date)
Rochelle Roaden/City Manager, City of Dayton,
Oregon
Name/Title (Typed or Printed)

Approved

(Signature) (Date)
Name: **Cyndi Park**
Library Director for Mary Gilkey City Library

Chemeketa Community College prohibits unlawful discrimination based on race, color, religion, national origin, sex, marital status, disability, protected veteran status, age, gender, gender identity, sexual orientation, pregnancy, whistleblowing, genetic information, domestic abuse victim, or any other status protected by federal, state, or local law in any area, activity or operation of the College. The College also prohibits retaliation against an individual for engaging in activity protected under this policy, and interfering with rights or privileges granted under federal, state or local laws.

Under College policies, equal opportunity for employment, admission, and participation in the College's programs, services, and activities will be extended to all persons, and the College will promote equal opportunity and treatment through application of its policies and other College efforts designed for that purpose.

Persons having questions or concerns about Title IX, which includes gender based discrimination, sexual harassment, sexual violence, interpersonal violence, and stalking, contact the Title IX coordinator at 503.365.4723, 4000 Lancaster DR. NE, Salem, OR 97305, or <http://go.chemeketa.edu/titleix>. Individuals may also contact the U.S. Department of Education, Office for Civil Rights (OCR), 810 3rd Avenue #750, Seattle, WA 98104, 206.607.1600.

Equal Employment Opportunity or Affirmative Action should contact the Affirmative Action Officer at 503.399.2537, 4000 Lancaster DR NE, Salem OR 97305.

To request this publication in an alternative format, please call 503.399.5192



10698200 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 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. The College will reimburse mileage at current college rates; roundtrip from participating library to the meeting/training. Reimbursement will be made biannually;
 - 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. 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 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, certain necessary supplies, and services, such as utilities, library cards, barcodes, patron notices, storage media, and other supplies except printer paper, cartridges and toner which may be required to provide the services of integrated library system to CCRLS Member Library;
- (f) Provide at CCRLS Member Library's request, specialized reports not regularly generated by 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, through the College, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the 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 College, and CCRLS Member Library shall have no claim thereto other than the right to use thereof under this agreement;
- (k) The College will provide ILL service through OCLC. CCRLS will serve as the 'Referral Center,' coordinating external loans and mediating borrowing requests from CCRLS Member Library staff. CCRLS Member Library will be responsible for shipping costs incurred through non-Orbis channels; the College will reimburse CCRLS Member Library for material lost and/or damaged in the ILL lending process; CCRLS Member Library will be responsible for material lost and/or damaged in the ILL borrowing process;
- (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, which 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) Provide for general maintenance and utilities to support the College integrated library system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance;
- (o) 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;

- (p) Provide personnel for the operation of the system. "Operation" includes: use of supplied software to generate reports, notices, lists, and similar documents and files; preparation and sending of overdue notices, hold notices, reports, billings, and other specified documents produced for routine system operation by the vendor(s) of the system and its installation, maintenance, or support of software, or the maintenance, repair or replacement of hardware or firmware;
 - (q) 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;
 - (r) 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;
 - (s) 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;
 - (t) Reimburse CCRLS Member Library for library materials borrowed by district non-residents and college students, faculty, and staff under this agreement and not returned by the borrowers within twelve months of due date. CCRLS Member Library hereby transfers and assigns all interests in such materials and replacement charges to the College with respect thereto. If lost materials are returned, CCRLS Member Library will reimburse the College for any lost materials replacement charges paid to the CCRLS Member Library;
 - (u) Provide regular courier service between the participating libraries;
 - (v) May coordinate group purchasing of College related equipment, software, or non-essential supplies, as needed, to assist CCRLS Member Library and other participants. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges, postage, etc., will be billed to CCRLS Member Library at direct cost and payable to College;
 - (w) Coordinate group purchasing of computer access and print management software licenses from Envisionware (or subsequent vendor); and
 - (x) Coordinate group purchasing of such College related services on behalf of member libraries including, but not limited to Debt Collect, ORBIS, and Cascade Alliance Courier. College will invoice CCRLS Member Library annually or quarterly for the cost of Debt Collect on a usage basis.
- (3) Electronic Payments for Fines, Lost Book Charges, or Other Charges
- (a) Through College, 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 College 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) 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 providing nonresident library service for the residents of the College District. Payments shall be made in four equal installments at the end of each quarter as provided herein; and
 - ii) For each net loan provided, i.e., the difference between the number of CCRLS Member Library items loaned to and checked out in another CCRLS library and the number of items owned by other CCRLS libraries borrowed and checked out by the CCRLS Member Library. Tabulation of net loans shall be provided by the College integrated library system. Each net loan shall be paid in the amount shown in Exhibit 1. Payments shall be made quarterly as provided herein.
- 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 §v, w, x) 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.



**10698200 Exhibit 1
FY 2023–2024 Compensation Schedule (July 1, 2023 – June 30, 2024)**

Non-Resident Library Service Fee to CCRLS Participating Entity Library by College

Library	Annual Amount	Quarterly Payment
Amity Public Library	\$7,935	\$1,983.75
Chemeketa Community College Library	\$2,294	\$573.50
Dallas Public Library	\$160,966	\$40,241.50
Dayton Library (Mary Gilkey City Library)	\$9,019	\$2,254.75
*Grand Ronde Tribal Library	\$0.00	\$0.00
Independence Public Library	\$60,554	\$15,138.50
Jefferson Public Library	\$34,769	\$8,692.25
Lyons Public Library	\$14,401	\$3,600.25
McMinnville Public Library	\$219,195	\$54,798.75
Monmouth Public Library	\$64,329	\$16,082.25
Mt. Angel Public Library	\$28,414	\$7,103.50
Newberg Public Library	\$107,738	\$26,934.50
Salem Public Library	\$689,303	\$172,325.75
Sheridan Public Library	\$14,293	\$3,573.25
Silver Falls Library District	\$115,603	\$28,900.75
Stayton Public Library	\$133,815	\$33,453.75
Willamina Public Library	\$12,274	\$3,068.50
Woodburn Public Library	\$95,469	\$23,867.25

***Grand Ronde live circ date was 6/8/2022**

Net Loan Payment to CCRLS PARTICIPATING ENTITY by College: The net loan payment rate for fiscal year 2023-2024 shall be \$1.50 per item.

Participation Payment to College (City of Newberg Only): The participation payment to College by the City of Newberg for fiscal year 2023-2024 shall be \$181,837.98.

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 22/23-15 an Agreement for Land Use Planning Services with the Mid-Willamette Valley Council of Governments (MVCOG)
Date: June 5, 2023

Background Information:

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

There are no significant changes to the contract for services. The COG contract is going from \$90/hr. to \$99/hr. for an Associate Planner and \$92/hr. to \$104/hr. for a Senior Planner and \$76/hr. for support staff.

City Manager Recommendation: I recommend approval of Resolution 22/23-15.

Land Use Planning Services: "I move to approve Resolution 22/23-15 a Resolution Approving a Contract for Land Use Planning Services with the Mid-Willamette Valley Council of Governments, July 1, 2023 through June 30, 2024."

City Council Options:

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

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

May 25, 2023

Dear Rochelle,

As we near the close of another fiscal year, I have attached for your consideration a contract for continuing land use planning services from **July 1, 2023**, to **June 30, 2024**.

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

The new rates related to land use planning are enclosed as Exhibit A to the land use planning contracts. *This agreement covers land use planning services on an as-needed, on-demand basis.* Mileage costs associated with providing land use planning services are charged directly to the city at the IRS mileage rate. To help reduce travel costs to the city, land use planners are able to participate in meetings by phone and make arrangements for conference calls as needed by the city.

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

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

Please sign, scan and return a copy of the attached contract by **June 30th to lhansen@mwvcog.org**. If necessary, please update the billing contact and e-mail address on page 2 of the contract. If you wish to discuss your contract, please contact me at 503-540-1625 or mcar michael@mwvcog.org.

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

Sincerely,

A handwritten signature in cursive script that reads "McRae Carmichael".

McRae Carmichael
Community Development Director

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**RESOLUTION No. 22/23-15
CITY OF DAYTON, OREGON**

A Resolution Approving a Contract for Land Use Planning Services with the Mid-Willamette Valley Council of Governments, July 1, 2023 through June 30, 2024.

WHEREAS, the City of Dayton currently has no City Planner on staff and wishes to contract for professional planning services for fiscal year 2023-2024; and

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

The City of Dayton resolves as follows:

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

ADOPTED this 5th day of June 2023.

In Favor:

Opposed:

Absent:

Abstained:

Trini Marquez, Mayor

Date of Signing

ATTESTED BY:

Melissa A. York, City Recorder

Date of Enactment

Attachment - Exhibit A

EXHIBIT A

CONTRACT

LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into JULY 1, 2023, by and between the CITY OF DAYTON, a municipal corporation ("CITY"), and the MID- WILLAMETTE V A L L E Y C O U N C I L O F G O V E R N M E N T S ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

WITNESSETH:

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

A. COG Responsibilities

1. COG shall provide an experienced land use planner/program manager to assist CITY. In addition, COG can provide land use services, zone code revisions and other related activities which may be requested by CITY.
2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.
3. COG shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of community development and land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$104.00 per hour for a Senior land use planner, \$99.00 per hour for an Associate Planner, \$103.00 per hour for a GIS mapping analyst, \$141 per hour for Community Development Director, , and \$76.00 per hour for staff support assistance, plus mileage at the IRS mileage rate for travel related to providing said services.
3. CITY agrees to pay the actual cost of mapping, graphics and document production provided under paragraph A.2. as state in the attached current fee schedule.
4. CITY shall review, process and pay COG's monthly invoices within 30 days of receipt.

5. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.
6. Requests for payment shall be submitted to City, to the attention of Dawn Beveridge via e-mail at dbeveridge@daytonoregon.gov .

C. COG Services Provided Without Additional Compensation

1. COG shall provide advice and assistance to CITY with grant and loan applications for financing of public improvements at no additional charge except in those instances when such work may be eligible for compensation from the granting agency.
2. COG shall prepare documentation and applications for funding for additional planning projects on behalf of CITY.
3. COG shall refer CITY to other available resources that may be available to address needs of CITY upon request.

D. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2024, unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

E. Independent Contractor

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

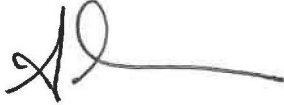
F. Limited Warranty

1. CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of CITY. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.

2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.
3. CITY agrees to provide a representative to present CITY's viewpoint at public hearings regarding a dispute between CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid CITY in making its arguments.

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

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS



May 25, 2023

Scott Dadson, Executive Director

Date

CITY OF DAYTON

City Manager

Date

BEFORE THE BOARD OF DIRECTORS
FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

RESOLUTION 2023-01

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

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

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

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

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

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2023, and ending June 30, 2024, unless sooner amended:

Member Services

Recruitment Services:

<u>Population</u>	<u>Fee</u>
Up to 1,000	\$7,739
1,001 to 5,000	\$9,950
Over 5,000	\$13,266
Non-member Gov't Entities	\$19,899
Background Check Services	\$553/background check

Legal Services

Consultation and Navigation Services	\$1,000 per year*
(*includes up to 5 hours per month, unused hours do not roll forward)	
General Counsel Services	\$188 per hour
Hearings Officer Services	\$207 per hour

Strategic Planning / Goal Setting

Evening / Half Day	\$1,658
One Day (8 Hours)	\$3,317

Evening Plus Full Day (10 Hours)	\$3,869
Miscellaneous Technical Services	
Executive Director	\$187 per hour
Admin Support Coordinator	\$97 per hour
Support Staff	\$76 per hour
Finance Services	
Finance Director	\$141 per hour
Fiscal Assistant	\$90 per hour
Support Staff	\$76 per hour
Human Resources Services	\$97 per hour
Communications Services	\$76 per hour

Community Development Services

Land Use Planning (small cities)*	
Senior Planner	\$104 per hour
Associate Planner	\$99 per hour
Support Staff	\$76 per hour
Grants Administration*	
Grants Administration Specialist	\$84 per hour
Non-profit / Government Rate	\$95 per hour
For Profit Rate	\$105 per hour
Support Staff	\$76 per hour
Housing Rehab Services*	
Housing Rehab Specialist	\$84 per hour
Project Manager	\$97 per hour
Economic Development Services*	
Development Director	\$141 per hour

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

GIS/Data Services

Transportation Services	
Transportation Director	\$151 per hour
GIS Services	
Member Rate	\$103 per hour
Non-profit / Government Rate	\$120 per hour
For Profit Rate	\$151 per hour

Modeling Services	
Member Rate	\$130 per hour
Non-profit / Government Rate	\$146 per hour
For Profit Rate	\$168 per hour

Loan Program Services

SBA Loans / Administration of Revolving Loan Programs	
Program Manager	\$148 per hour
Loan Officer	\$109 per hour
Servicing Specialist	\$90 per hour
 Loan Underwriting, packaging and Closing Services Minimum Fee - \$1500	 1.5 % of Loan Amount,
 3 rd Party Costs	 Direct Charge

Copy and Plot Charges

Black and White Copies	\$.25 per page
Color Copies	\$.75 per page
Oversized black and white or color copies	\$1.25 per page

Regular Plots

A (8 1/2 x 11), B (11 x 17)	\$ 3 Each
C (17x22), D (22x34)	\$25 Each
E (34x44)	\$45 Each
For oversize plots, \$45 plus \$4.32 per additional square foot	

Image Plots

A (8 1/2 x 11), B (11 x 17)	\$ 6 Each
C (17x22), D (22x34)	\$37 Each
E (34x44)	\$67 Each
For oversize plots, \$67 plus \$6.48 per additional square foot	

Affiliate and Business Partner Rates

	Individual / Non-Profit Affiliate	For-Profit Business Partner
Cost	\$500	\$500
Eligibility	Non-profit regional organizations and statewide intergovernmental associations that either have government representation on their boards	Any for-profit Business that does business with the public entities that make up membership in the COG.

	(i.e. SEDCOR, Travel Salem, LOC, AOC, OSBA) or that partner with the COG in the delivery of its programs and services (i.e. Boys and Girls Club) This category would also be available to individuals in organizations who work regularly with the COG (i.e. Regional Solutions Coordinator).	
Scope of Services	Affiliates would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.).	Business Partners would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.)

ADOPTED by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 21st Day of March 2023.

ATTEST

 Lisa Leno, Chair
 COG Board of Directors

 Scott Dadson
 Executive Director

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/23	04/03/2023	28452	289	Oregon Mayors Association	523	1	500.500.611.00	.00	25.83- V
04/23	04/05/2023	28583	1972	Andrea & Marco Corona	Multiple	1	100.100.750.20	.00	400.00
04/23	04/05/2023	28584	151	Beery, Elsner & Hammond	Multiple	11	500.500.700.00	.00	541.50
04/23	04/05/2023	28585	1786	Bend Mailing Services	84923	10	400.400.705.00	.00	2,502.92
04/23	04/05/2023	28586	1878	Brightside Electric & Lighting	5080-76	1	100.100.707.30	.00	4,625.00
04/23	04/05/2023	28587	1497	C3 Intelligence, Inc.	30565	10	400.400.705.00	.00	170.30
04/23	04/05/2023	28588	1976	Carole Turner	DEPOSIT RE	2	400.400.750.00	.00	134.43
04/23	04/05/2023	28589	255	Cascade Columbia	862879	3	300.301.616.00	.00	2,677.33
04/23	04/05/2023	28590	1922	Cintas Corp	Multiple	6	400.400.616.10	.00	186.27
04/23	04/05/2023	28591	105	City of Dayton	Multiple	1	300.301.707.00	.00	2,349.32
04/23	04/05/2023	28592	1865	Comcast Business	8778105130	1	400.400.705.30	.00	104.85
04/23	04/05/2023	28593	519	Comcast Cable - internet	8778105130	11	400.400.705.30	.00	199.79
04/23	04/05/2023	28594	1841	CyntrX	INV151136	5	400.400.614.00	.00	45.00
04/23	04/05/2023	28595	323	Dayton FFA	DONATION 2	1	500.500.752.20	.00	1,000.00
04/23	04/05/2023	28596	1899	Dayton Volunteer Firefighters Ass	2023 DONAT	1	500.500.752.20	.00	2,500.00
04/23	04/05/2023	28597	1974	E & S Consulting	03312023	2	400.400.705.00	.00	1,800.00
04/23	04/05/2023	28598	789	Edge Analytical	23-07293	1	400.400.751.00	.00	312.00
04/23	04/05/2023	28599	1810	Elizabeth Sagmiller	226	1	400.400.705.80	.00	2,090.00
04/23	04/05/2023	28600	1975	Eric Torrence	FLAGGER T	1	200.200.612.00	.00	440.00
04/23	04/05/2023	28601	543	Ferrellgas	Multiple	1	100.100.600.10	.00	1,010.70
04/23	04/05/2023	28602	134	Iron Mountain Records Mgmt	Multiple	10	400.400.601.00	.00	340.24
04/23	04/05/2023	28603	107	League of Oregon Cities	R19195	1	500.500.611.00	.00	325.00
04/23	04/05/2023	28604	139	Lowe's	Multiple	10	400.400.707.00	.00	3,617.90
04/23	04/05/2023	28605	1572	McMinnville Commercial Cleaners	Multiple	1	100.100.707.30	.00	1,250.00
04/23	04/05/2023	28606	121	McMinnville Water & Light	67508 423	1	300.300.600.00	.00	272.52
04/23	04/05/2023	28607	214	OAWU	34703	1	300.300.611.00	.00	345.00
04/23	04/05/2023	28608	354	OCEA	MEMBERSHI	1	101.101.706.00	.00	75.00
04/23	04/05/2023	28609	224	Orchard & Vineyard Supply	INV:LAF3137	6	400.400.617.00	.00	61.30
04/23	04/05/2023	28610	213	Pitney Bowes Purchase Power	MARCH 202	10	400.400.601.10	.00	1,296.98
04/23	04/05/2023	28611	240	Print NW	22710	10	400.400.601.00	.00	89.00
04/23	04/05/2023	28612	106	Recology Western Oregon	21069992	2	200.200.603.00	.00	320.77
04/23	04/05/2023	28613	1973	Teresa Gutierrez	DEPOSIT RE	1	100.100.750.20	.00	200.00
04/23	04/05/2023	28614	937	United Site Services	INV-0152638	1	100.103.619.00	.00	498.00
04/23	04/05/2023	28615	154	Westech Engineering, Inc	Multiple	1	700.700.910.00	.00	15,488.68
04/23	04/05/2023	28616	117	YCOM	5011003	1	101.101.770.00	.00	2,296.67
04/23	04/05/2023	28617	1194	Rochelle Roaden	EXPENSES	11	400.400.611.00	.00	101.13
04/23	04/20/2023	28618	127	Baker & Taylor	2037393100	1	100.104.715.00	.00	9.02
04/23	04/20/2023	28619	1878	Brightside Electric & Lighting	Multiple	11	300.301.707.00	.00	306.00
04/23	04/20/2023	28620	125	Canon Solutions America	30313381	10	400.400.601.00	.00	290.20
04/23	04/20/2023	28621	166	Cascade Form Systems	4667	10	400.400.601.00	.00	573.25
04/23	04/20/2023	28622	1978	CFM Advocates	Multiple	2	300.300.705.00	.00	6,397.78
04/23	04/20/2023	28623	1977	Chastene Hansen	DEPOSIT RE	2	400.400.750.00	.00	37.05
04/23	04/20/2023	28624	1922	Cintas Corp	Multiple	6	400.400.616.10	.00	184.62
04/23	04/20/2023	28625	193	DMV	L004364236	1	101.101.705.00	.00	70.00
04/23	04/20/2023	28626	543	Ferrellgas	1122936504	10	400.400.600.10	.00	469.18
04/23	04/20/2023	28627	247	Grove, Mueller & Swank	101631	1	700.700.608.00	.00	10,000.00
04/23	04/20/2023	28628	321	Industrial Welding Supply, Inc	00310131	6	400.400.617.00	.00	60.00
04/23	04/20/2023	28629	1979	Josh & April Wiebe	DEPOSIT RE	2	400.400.750.00	.00	22.38
04/23	04/20/2023	28630	1081	Keller Associates	0230871	1	400.400.705.20	.00	3,401.00
04/23	04/20/2023	28631	986	Maria Nava	DEPOSIT RE	1	100.100.750.20	.00	650.00
04/23	04/20/2023	28632	1933	Mobile Modular	2403486	4	100.103.601.00	.00	904.90
04/23	04/20/2023	28633	224	Orchard & Vineyard Supply	INV:LAF3459	1	300.300.614.40	.00	130.17
04/23	04/20/2023	28634	103	PGE	Multiple	1	300.301.600.00	.00	7,093.49

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/23	04/20/2023	28635	621	Portland Engineering, Inc	11688	3	400.400.705.10	.00	90.00
04/23	04/20/2023	28636	171	Terminix Processing Center	431714464	10	100.104.707.00	.00	100.00
04/23	04/20/2023	28637	937	United Site Services	INV-0155634	1	100.103.619.00	.00	454.20
04/23	04/20/2023	28638	1001	Utility Service Co., Inc	579329	1	600.600.930.20	.00	7,050.44
04/23	04/20/2023	28639	112	Wilco	Multiple	7	400.400.614.10	.00	2,365.23
04/23	04/20/2023	28640	114	Yamhill County Sheriff	APRIL 2023	1	101.101.705.10	.00	15,324.12
04/23	04/20/2023	28641	614	Ziplyfiber	Multiple	1	300.300.602.00	.00	13.80
04/23	04/24/2023	28642	1980	Keizer Outdoor Power	267673	1	750.750.903.00	.00	8,143.41
04/23	04/28/2023	423100	190	AFLAC	584172	1	100.000.220.00	.00	257.00
04/23	04/28/2023	423101	189	CIS Trust	MAY 2023	22	400.400.594.00	.00	11,479.97
04/23	04/28/2023	423102	256	Oregon Dept of Revenue	OQ - Q1 202	4	100.000.219.00	.00	1,714.01
04/23	04/28/2023	423103	1006	US Bank	Multiple	21	400.400.611.00	.00	14,132.79
Grand Totals:								.00	141,365.78



**Yamhill County Sheriff's Office
Crime Summary for DAYTON
From 4/1/2023 to 4/30/2023**

City	UCR Description	4/1/2022 to 4/30/2022	4/1/2023 to 4/30/2023	Percentage Change	YTD	Prior Year
DAYTON						
Part 1						
	Aggravated Assault	0	0		1	2
	Burglary-Business	0	0		1	1
	Burglary-Non-Residence	1	0		1	7
	Burglary-Residence	0	0			2
	Larceny	2	1	-50.00 %	8	48
	Motor Vehicle Theft-Auto	1	0		1	13
	Part 1 Total	4	1	-75.00 %	12	73
Part 2						
	All Other	0	1		4	13
	Disorderly Conduct	0	0		3	3
	Drug Laws	1	2	100.00 %	6	17
	DUII	1	1		8	23
	Forgery	0	0		2	
	Fraud	2	1	-50.00 %	4	6
	Kidnapping	0	0			1
	Liquor Laws	0	0			1
	Runaway	0	1		1	2
	Sex Offenses	3	0		2	6
	Simple Assault	3	2	-33.33 %	11	24
	Stolen Property	2	0			10
	Tresspass/Prowler	1	0		2	12
	Vandalism	3	3		10	32
	Weapons	0	0		2	8
	Part 2 Total	16	11	-31.25 %	55	158
Part 3						
	All Other	7	4	-42.86 %	28	92
	Non-Reportable Offenses	5	15	200.00 %	56	134
	Part 3 Total	12	19	58.33 %	84	226
	Total For DAYTON	32	31	-3.13 %	151	457

Report run date: 5/1/2023



**Yamhill County Sheriff's Office
Crime Summary for DAYTON
From 5/1/2023 to 5/31/2023**

City	UCR Description	5/1/2022 to 5/31/2022	5/1/2023 to 5/31/2023	Percentage Change	YTD	Prior Year
DAYTON						
Part 1						
	Aggravated Assault	0	3		4	2
	Burglary-Business	0	0		1	1
	Burglary-Non-Residence	2	0		1	7
	Burglary-Residence	0	1		1	2
	Larceny	6	1	-83.33 %	9	49
	Motor Vehicle Theft-Auto	0	0		1	13
	Part 1 Total	8	5	-37.50 %	17	74
Part 2						
	All Other	0	0		5	13
	Disorderly Conduct	0	0		3	3
	Drug Laws	0	2		8	17
	DUII	1	0		8	23
	Forgery	0	1		3	
	Fraud	0	0		4	6
	Kidnapping	0	1		1	1
	Liquor Laws	0	0			1
	Runaway	0	0		1	2
	Sex Offenses	0	0		2	6
	Simple Assault	0	3		14	24
	Stolen Property	0	0			10
	Tresspass/Prowler	0	2		4	12
	Vandalism	3	3		13	32
	Weapons	0	1		3	8
	Part 2 Total	4	13	225.00 %	69	158
Part 3						
	All Other	9	3	-66.67 %	31	92
	Non-Reportable Offenses	14	16	14.29 %	74	134
	Part 3 Total	23	19	-17.39 %	105	226
	Total For DAYTON	35	37	5.71 %	191	458

Report run date: 6/1/2023