

**AGENDA
DAYTON CITY COUNCIL
REGULAR SESSION AND
EXECUTIVE SESSION**



DATE: MONDAY FEBRUARY 2, 2015
PLACE: CITY HALL ANNEX, 408 FERRY STREET
TIME: 6:30 PM

Dayton - Rich in History... Envisioning Our Future

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
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B.	ROLL CALL	
C.	CONSENT AGENDA	
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	This time is reserved for questions or comments from persons in the audience on any topic.	
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1. City Manager's Report

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EXECUTIVE SESSION

The City Council will meet in Executive Session pursuant to ORS 192.660(2)(i) to review and evaluate the job performance of a chief executive officer, other officers, employees and staff, if the person whose performance is being reviewed and evaluated does not request an open hearing.

H. ADJOURN

Posted: 1/29/2015
Peggy Selberg, City Recorder

Persons with hearing, visual or manual impairments who wish to participate in the meeting should contact the City of Dayton AT LEAST 32 WORKING HOURS (4 DAYS) prior to the meeting date in order that appropriate communication assistance can be arranged. The City Hall Annex is accessible to the disabled. Please let us know if you need any special accommodations to attend this meeting.

NEXT MEETING DATES
Work Session Tuesday, February 17, 2015
City Hall Annex, 408 Ferry St, Dayton

MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION
January 5, 2015

PRESENT: Mayor Elizabeth Wytoski
Councilor John Collins
Councilor Karol Crowder
Councilor Annette Frank
Councilor Darrick Price
Councilor Erin Taylor (left at 8:15)

ABSENT: Councilor Trini Marquez

STAFF: Scott Pingel, City Manager
Steve Sagmiller, Public Works Director
Peggy Selberg, City Recorder
Heather Nelson, Community Development Assistant

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

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

B. OATHS OF OFFICE – MAYOR AND CITY COUNCILORS

Mayor Wytoski, City Councilors Crowder, Price and Taylor were sworn into office by Heather Nelson.

C. ROLL CALL

Mayor Wytoski noted there was a quorum with Councilors Collins, Crowder, Frank, Price, and Taylor. Councilor Marquez had an excused absence.

D. CONSENT AGENDA

1. **Approval of Meeting Minutes**
 - a. **Regular Session of December 1, 2014**

ANNETTE FRANK MOVED TO APPROVE THE MINUTES OF THE REGULAR SESSION OF DECEMBER 1, 2014. SECONDED BY DARRICK PRICE. Motion carried with, Collins, Crowder, Frank, Price, Taylor and Wytoski voting aye. Marquez absent.

E. APPEARANCE OF INTERESTED CITIZENS

Mayor Wytoski introduced Anne Lane from Yamhill County Parks Board Recruitment. Ms. Lane wanted to let Council know that the Yamhill County Parks Board was currently recruiting for new board members and would like Council to help spread the word to Dayton citizens.

F. ACTION ITEMS

1. **Elect Council President**

Councilor Collins nominated Councilor Frank and Councilor Price nominated Councilor Collins. After voting, Peggy Selberg stated Mayor Wytoski, Councilors Frank and Taylor voted for Councilor Frank and Councilors Collins, Crowder and Price voted for Councilor Collins. Mayor White recommended they table this until their meeting in February when Councilor Marquez would be able to cast a vote. Council agreed.

2. **DCDA Report and Update – Kelly Haverkate and Ann-Marie Anderson**

Kelly Haverkate, Program Manager for the Dayton Community Development Association (DCDA) and Ann-Marie Anderson, Secretary for the DCDA gave a brief report and update on their programs. Ms. Haverkate reminded Council that the DCDA's goal was to work with the City and other partners to generate a positive downtown image, preserve historical and cultural landmarks, stimulate economic vitality and investment and promote the downtown as a gathering place for residents and visitors. Ms. Anderson gave a brief review on the DCDA's Dayton Friday Nights events (page 5-7 of the agenda packet). She stated the DCDA would coordinate the Dayton Friday Nights again next summer from Memorial Day to Labor Day and would like to invite the City to collaborate with the DCDA as they did last summer.

3. **K.L. Bowers Miller Fountain update/approval of fountain details**

Kim Bowers from K.L. Bowers Concrete presented his findings on Miller Fountain. He stated originally the fountain had a deeper dish and at a later date the city filled the dish with an additional 14 inches of concrete to make it a flatter service. Mr. Bowers stated he suspected this was done for safety reasons, i.e. to keep children from playing in the fountain. He stated during the demolition he was also able to tell that originally there had been four sconces on the fountain columns but did not know why they were removed. Mr. Bowers stated he would need Council to decide if they wanted sconces on the fountain as either functioning drinking fountains or merely decorative sconces. He stated Council would also need to decide the depth of the fountain and also if they would want to have a light at the top. He stated he will put in the conduit for the light so that decision could always be made at a later date. Mr. Bowers stated currently he was planning on plumbing the fountain for it to be cascading from the top and this could be used or not used at a later date. He explained at tonight's meeting he would need Council's decisions on the sconces. Councilor Collins stated his research seemed to show that Miller Fountain was originally a temperance fountain; consequently, he did not feel that it ever had water cascading because the real purpose was to provide fresh water. He would like to have the sconces as an esthetic effect and not as drinking fountains because of the requirement to use stainless steel basins. Councilor Price asked for clarification on if Council's intent has been to come as close as possible to the fountain's historical accuracy and intent. Mayor Wytoski stated initial discussions had been to honor what had been there, but how that was done would be completely up to Council. She stated in previous discussions there has always been agreement on having water cascading from the top. Mayor Wytoski stated this was based on recollections from citizens. She stated from her perspective she would like to do what will be pleasing to the community, financially in terms of maintenance and a nice looking fountain that can be enjoyed by everyone visiting the park. Mayor Wytoski stated she would like to do more

research after hearing Councilor Collin’s description of temperance fountains. Mr. Bowers stated when Jo Windish was Mayor in the early 1990’s it was her objective to have water coming from the top. Mr. Bowers stated he is not sure if the piping was ever installed. Mayor Wytoski stated with regard to the sconces she would like to see some kind of concrete sconce not circulating water and not stainless steel. Mr. Bowers stated he could design to have water circulating on the back side of all of the columns where the sconces will be located and have a shut-off valve at the top of the pole in case they did not want water cascading down. Councilor Frank stated she would like concrete sconces. Council agreed that they would like sconces. Councilor Collins suggested having streams of water coming out of the flat surface of each column approximately 18 – 24 inches above the water surface. Mr. Bowers asked for Councils recommendation on the depth of the fountain. Council agreed to the shallower depth.

4. First Reading of Ordinance 623 – Comcast Franchise

Councilor Frank performed the first reading of Ordinance 623.

DARRICK PRICE MOVED TO APPROVE THE FIRST READING OF ORDINANCE 623, AN ORDINANCE GRANTING A FRANCHISE FOR THE OPERATION OF A CABLE SYSEM TO COMCAST OF OREGON II, INC TO USE CITY RIGHTS OF WAY TO PROVIDE CABLE SERVICES; AND DECLARING AN EMERGENCY. SECONDED BY JOHN COLLINS. *Motion carried with Collins, Crowder, Frank, Price, Taylor and Wytoski voting aye. Marquez absent.*

5. Approval of Fisher Farms Topographic Survey

Scott Pingel stated in preparation for the design and engineering to bring the Fisher Farms wells into the City’s water system it will be necessary to do a topographic survey of the area and the placement of the wells. He stated they have added to survey the current drainage for the area so it can be restored. Pingel stated this added an additional \$1,300 to the original cost.

ANNETTE FRANK MOVED TO APPROVE THE FISHER FARMS TOPOGRAPHIC SURVEY WITH A BUDGET OF \$12,650. SECONDED BY ERIN TAYLOR. *Motion carried with Collins, Crowder, Frank, Price, Taylor and Wytoski voting aye. Marquez absent.*

6. Green4Growth Application discussion

Scott Pingel reminded Council that at the November 3rd meeting, Yamhill County Commissioner Allen Springer and Jackie Lang from Waste Management had talked about a grant opportunity for \$15,000 for economic development. He stated Council would need to discuss areas that they would like to use this money for so staff can submit the application.

Pingel gave Council the following suggestions for the grant:

1. Use the funds as part of a potential package from the County to turn the boat ramp and adjacent property over to the City from County control. This type of effort is included in the Dayton Forward Plan
2. Use the funds to help fund the nature trail donation costs and possibly help fund any needed improvements to the nature trail.
3. Use the funds as match for the next Certified Local Government Grant, which will be around \$12,000.

Councilor Price suggested using the funds to start a robotics and/or computer programming class for middle school age students. Mayor Wytoski stated that sounded like a wonderful idea; however, in the past the city's attorney has cautioned Council about funding school programs and/or activities. She said it could work if it were a city program and not a school program. Councilor Collins stated he would like to see the \$15,000 split between a few different projects, such as the nature trail and Dayton Friday Nights. He stated the city could help out with enhancing the entertainment budget for Dayton Friday Nights. Mayor Wytoski stated that she agreed with giving more to Dayton Friday Nights and she felt that Dayton Friday Nights did have a direct economic impact on Dayton and also supports the Council's Mission and Vision statements. Scott Pingel stated he would use Dayton Friday Nights and the nature trail as the projects for the grant application. Council agreed.

7. Yamhill Regional Water Authority discussion

Scott Pingel stated Council needed to discuss whether Dayton should remain a part of the Yamhill Regional Water Authority (YRWA). He stated they did not need to make a decision tonight, since nothing will be finalized on the purchase of additional water rights for at least 6 months. However, he did feel that if Council should decide to leave the YRWA, they should let the Authority know sooner rather than later. Pingel stated at the last YRWA meeting the board members asked the various cities what they would need in order to remain a part of the YRWA. Scott Pingel stated he felt with the addition of the Fisher Farms property to the city's water system, Dayton may never need any additional water. His concern was if in another 25 or 30 years and they did need more water what options would be available at that time. Councilor Collins stated with the information from Dayton's Water Management and Conservation Plan he felt with the addition of Fisher Farms Dayton will be in a better water situation in the next 25 or so years than it has been in the past. Councilor Collins stated he wasn't sure if staying in the YRWA would be the best situation for Dayton.

Mayor Wytoski noted the departure of Councilor Taylor at 8:15.

Scott Pingel stated if the YRWA were to go away, McMinnville Water & Light would still go ahead with building a water treatment facility on the Willamette River and would then sell water to other cities. Scott Pingel explained the main questions were should Dayton remain with the YRWA and if so for how long. Mayor Wytoski stated she felt they should only conditionally remain as long as Dayton is given a lot more time.

G. CITY COUNCIL COMMENTS/CONCERNS

H. INFORMATION REPORTS

1. City Manager's Report

Scott Pingel stated he would soon be working with the City Planner to declare two sections of alleyways as streets. He explained these would be the sections between 2nd Street and 1st Street and 1st Street and Water Street and between Ferry Street and Alder Street. Pingel stated there were homes at these locations that fronted the alleyway but had addresses on the street and this can be problematic for emergency response purposes. He stated he will bring this back to Council for their approval at a later date. Mayor Wytoski felt this would be great for emergency planning.

Mayor Wytoski stated that Councilor Crowder would like to make a statement. Councilor Crowder stated she would have to resign as City Councilor due to personal matters and she stated she would send the City Manager a letter of resignation.

I. ADJOURN

There being no further business, the meeting adjourned at 8:55

Respectfully submitted:

By: Peggy Selberg
City Recorder

APPROVED BY COUNCIL on February 2, 2015

As Written **As Amended**

Elizabeth Wytoski, Mayor

MINUTES
DAYTON CITY COUNCIL
SPECIAL SESSION/WORK SESSION
January 20, 2015

PRESENT: Mayor Elizabeth Wytoski
Councilor Trini Marquez
Councilor Darrick Price
Councilor Erin Taylor

ABSENT: Councilor John Collins
Councilor Annette Frank

STAFF: Scott Pingel, City Manager
Peggy Selberg, City Recorder

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Wytoski called the meeting to order at 6:33 pm and those present gave the Pledge of Allegiance.

B. ROLL CALL

Mayor Wytoski noted there was a quorum with Councilors Marquez, Price and Taylor. Councilors Collins and Frank had excused absences.

C. APPEARANCE OF INTERESTED CITIZENS

No one had signed up for comment.

D. ACTION ITEMS

1. Declare City Council vacancy

Mayor White stated the agenda packet included a letter of resignation from Councilor Karol Crowder; consequently Council would need to officially declare a vacancy.

DARRICK PRICE MOVED TO DECLARE A CITY COUNCIL VACANCY. SECONDED BY TRINI MARQUEZ.

Motion carried with Marquez, Price, Taylor and Wytoski voting aye. Collins and Frank absent.

2. Dayton High School ASB donation request

Mayor Wytoski introduced Joanna Kubes, the Dayton High School ASB President. Ms. Kubes stated the ASB was requesting a donation from the City Council to waive the rental fees for the Community Center for their Winter Formal on January 31st 2015.

DARRICK PRICE MOVED TO APPROVE THE DAYTON HIGH SCHOOL ASB DONATION REQUEST. SECONDED BY TRINI MARQUEZ.

Motion carried with Marquez, Price, Taylor and Wytoski voting aye. Collins and Frank absent

3. **Council training session – Jennie Messmer, Deputy Director of the Mid-Willamette Valley Council of Governments**

Mayor Wytoski stated this training session was being rescheduled to the February 17th meeting when more City Councilors would be able to attend. Mayor Wytoski asked for Councilors to review section 5.3 of the Councilor Rules before their training.

4. **Miller Fountain details - approval**

Mayor Wytoski reviewed the emails regarding the fountain that were part of the agenda packet. Mayor Wytoski stated she and Councilor Collins agreed on the sconces, the light fixture at the top and that originally there was not water cascading from the top. Mayor Wytoski stated it was now up to Council to decide what kind of fountain they wanted. She stated the fountain would need water recirculating from some direction. Mayor Wytoski stated Councilor Collins had made a recommendation of having water come out from the back section of the columns by the sconces. She stated she also liked that idea. She stated Councilor Collins stated in his email that he was opposed to any cascading or falling water from the top and she would like to have that as an option. Mayor Wytoski reminded Council that they do not have to maintain historical accuracy at this point because they will be required to do some sort of mitigation process. Mayor Wytoski stated it appears that over the years citizens have asked for a fountain that does cascade from the top. Kim Bowers from K.L. Bowers Concrete stated he could install two different valves for the circulating water, one from the top and one from the columns. He explained this way they could decide at what times they would want the water cascading from the top, from the four columns or from both at the same time. Councilor Price asked were citizen were more concerned with keeping true to the historical accuracy of the fountain or did they want a fountain with cascading water. Mayor Wytoski stated she felt that more citizens that she had talked with wanted the fountain to have water coming from some source. Councilor Marquez stated she would like to preserve the history and have water cascading from some area in the fountain. Councilor Price liked Kim Bowers' suggestion of having separate valves so water could come from the two different areas of the fountain.

DARRICK PRICE MOVED TO APPROVE THE CITY MOVING FORWARD WITH THE CONSTRUCTION OF THE FOUNTAIN ADHERING TO HISTORICAL APPEARANCES WITH NON FUNCTIONING SCONCES AND WITH WATER COMING FROM THE BACK SIDES OF THE SCONCES TOWARD THE CENTER OF THE FOUNTAIN AND CASCADING FROM THE TOP OF THE COLUMN INTO THE FOUNTAIN. SECONDED BY TRINI MARQUEZ. Motion carried with Marquez, Price, Taylor and Wytoski voting aye. Collins and Frank absent

E. **CITY COUNCIL COMMENTS/CONCERNS**

Mayor Wytoski asked if it would be possible to chlorinate the water that goes to the fountain. Scott Pingel stated he was not sure if that would be possible but would check with Steve Sagmiller, Public

Works Director. Mayor Wytoski stated if that was possible then perhaps at a later date the city could install some sort of splash pad near the fountain.

F. INFORMATION REPORTS

1. City Manager's Report

G. ADJOURN

There being no further business, the meeting adjourned at 7:28 p.m.

Respectfully submitted:

APPROVED BY COUNCIL on February 2, 2015

As Written **As Amended**

By: Peggy Selberg
City Recorder

Elizabeth Wytoski, Mayor

Your Site has received new information through a form.

Form: City Council On-Line Application

Site URL: www.ci.dayton.or.us

Name of Applicant: John Bixler
Street Address: 816 Marion Court, Dayton, OR 97114
Number of months you have resided at the above address: 73
Is this address you primary residence?: Yes
Mailing Address: 816 Marion Court Dayton, OR 97114
Telephone Number:
Email Address:
Are you eligible to vote in the State of Oregon: Yes
Occupation: Technology Coordinator/ Teacher at Dayton School District

Please provide a brief background on your work experience, volunteer work, or other areas of special interest that you would bring to the Councilor position:

I have volunteered in each of the communities I lived. I built houses in Mexico, led clean-up efforts, and canned food drives. I'm interested in technology, education, and the outdoors. There are times when all of these combine for a project in my classroom. I work as a elementary educator and technology coordinator in Dayton School District. I have experience working with a budget and seeking grant opportunities.

Have you ever held an elected or appointed office in local Government? If so, please list below what positions you have held and for how long:

I was elected by a previous city council to fill a vacant seat in 2012. I served between June/ July 2012 to December 2014.

Why do you wish to serve as a City Councilor for the City of Dayton?:

I wish continue the work city council has started with our Fisher Farms project, fountain and downtown rehabilitation/ revitalization, and nature trail.

What are the two most important issues you feel the City will be facing in the next 5 years?:

I feel that we need to continue to be mindful of street and sidewalk improvement projects, but also plan to use some monies to improve our waterfront and trail system.

Additionally, I would like to adjust our Urban growth boundary (if possible) to allow for growth closer to Fisher Farms. Speaking of, we will need to tie-in water from Fisher Farms into our system in the next 5 years.

By printing my name to this online form, I certify that I am a qualified elector and I meet all the requirements listed above for the position of Dayton City Councilor:

John Lane Bixler

Your Site has received new information through a form.

Form: City Council On-Line Application

Site URL: www.ci.dayton.or.us

Name of Applicant: Kathryn M. Brown (Kitty)
Street Address: 1119 Ferry Street Dayton
Number of months you have resided at the above address: 200+
Is this address you primary residence?: Yes
Mailing Address: 1119 Ferry Street Dayton
Telephone Number:
Email Address:
Are you eligible to vote in the State of Oregon: Yes
Occupation: Community Service

Please provide a brief background on your work experience, volunteer work, or other areas of special interest that you would bring to the Councilor position:

Library volunteer, Monday nights Nov 1998 - Aug 2014; Summer Reading Program Assistant/Coordinator July 1, 2002 - Aug 31, 2014; SMART volunteer reader Oct 2001 - May 2009; SMART Site Coordinator Oct 2010 - Present. Active involvement with Dayton together Coalition for a Drug-Free Community; Continuing work started by Reading for All grant. Stuffed water bills for 5 to 6 years.

Have you ever held an elected or appointed office in local Government? If so, please list below what positions you have held and for how long:

Dayton Planning Commission, 8 years.
Citizen member of Budget Committee, unsure how long.

Why do you wish to serve as a City Councilor for the City of Dayton?:

I believe my combination of experiences is unique and will benefit the people of Dayton. I've been involved for 16 years, still want to help.

What are the two most important issues you feel the City will be facing in the next 5 years?:

Money...or the lack thereof. The Library...keeping it open and making it more valuable as a resource.

By printing my name to this online form, I certify that I am a qualified elector and I meet all the requirements listed above for the position of Dayton City Councilor:

Kathryn M. Brown

Your Site has received new information through a form.

Form: City Council On-Line Application

Site URL: www.ci.dayton.or.us

Name of Applicant: Khalen Dunn
Street Address: 512 SE Palmer Lane, Dayton, OR 97114
Number of months you have resided at the above address: 13+ months
Is this address you primary residence?: yes
Mailing Address: 512 SE Palmer Lane Dayton, OR 97114
Telephone Number:

Are you eligible to vote in the State of Oregon: yes
Occupation: Restaurant General Manager

Please provide a brief background on your work experience, volunteer work, or other areas of special interest that you would bring to the Councilor position:

I have 13 years management experience through work in restaurants. This included the management of maintenance, managing within a budget. There is constant contact with the public while managing a restaurant. I am a beekeeper and as with most beekeepers, I provide a public service by way of collecting swarms and removing established colonies that may be a nuisance or pose a safety concern to the general public. This is also an opportunity for me to educate individuals on honey bees and their importance to our welfare through pollination.

Have you ever held an elected or appointed office in local Government? If so, please list below what positions you have held and for how long: No

Why do you wish to serve as a City Councilor for the City of Dayton?

My wife and I have lived in the Dayton area for over the last 10 years. In that time, and even more recently since we moved within the city limits, I have come to appreciate and take pride in the community and city. Dayton is a city I would consider a safe haven to raise our family in. One that takes pride in the local schools and comes together to hold local festivities. With these aspects taken into consideration it is easy for me to want to become a more active member of the community. With my management experience I feel I would bring some benefits to the city council.

What are the two most important issues you feel the City will be facing in the next 5 years?

As with any city there is always residential growth. With a small community like Dayton and the appeal it brings to families such as mine, I can see the city facing the need to expand. Along with expansion is the need for maintenance on public roads, paths, and places of congregation. The city is currently doing a fantastic job on maintaining these areas but it is a never ending job. Similar to the need to monitor public works and sanitation. These above at the same time as keeping Dayton seen as a small farming community may likely bring challenges to the city but none that seem major in any class. Thus far the Mayor and City Councilors have done a fantastic job communicating with members of the community on various occasions and it's a team I would love to be a part of.

By printing my name to this online form, I certify that I am a qualified elector and I meet all the requirements listed above for the position of Dayton City Councilor:

Khalen Dunn



City of Dayton

REQUEST FOR DONATION

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

Date Received: JAN 13 '15 @ 8:25

GROUP/ORGANIZATION CONTACT INFORMATION

Name of Organization/Group: Dayton Fiesta Run

Mailing Address: PO Bx 185 Dayton

Contact Person: Steve Hopper

Phone #: 503-435-8179

Email Address: STEVEHOPPER8@hotmail.com

Date of City Council Meeting you will be attending: Feb 2, 2015

Name of representative attending Council Meeting: Steve Hopper

Check should be made out to: Dayton Fiesta Run

Date Donation is needed: June 2015

REQUEST INFORMATION

Amount Requested: \$ 600

Number of Citizens who will benefit:

# of Citizens	Request Amount	Dayton City Council reserves the right to amend amounts to be donated.	# of Citizens	Request Amount
<input type="checkbox"/> 0 - 10	\$100		<input type="checkbox"/> 51 - 100	\$400
<input type="checkbox"/> 11 - 25	\$200		<input checked="" type="checkbox"/> 101 - 200	\$500
<input type="checkbox"/> 26 - 50	\$300		<input checked="" type="checkbox"/> 201 +	By Council

Out of the number of citizens who will benefit from this donation, what percentage are Dayton residents?: 1/3rd

How will the donated funds be used? (Be specific & Itemize dollar amounts)

Request waived cost for Courthouse Square + block 4th (Ferry to Main) + \$600 toward \$900+ largest expense of Pro Timer, chote, print times, loud speaker

Will your project or event create excess funds? Yes No

What will they be used for?

Dayton Food Bank

FUNDRAISING

50% of your total fundraising goal amount must be raised by the date of this application

Fundraising Goal Amount?

Fundraising amount earned to date:

Please list all fundraising planned & estimate projected amounts to be earned:

BENEFITS OF YOUR EVENT OR PROJECT?

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

Brings more than 200 total runners + families to see, enjoy + buy Dayton + its businesses

Why do you think the Council should honor your request?

Its an inexpensive (for city) proven promotional event

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

Without city assistance there's no enough funds to produce + promote event. "Profits" are great enough to carry forward following year expenses. "Profits" are returned to worthwhile broadly-benefitting non-profit org - Dayton Food Bank

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

Oct 5, 2015 mtg (or Nov if books not completed)

Is your Group or Organization willing to do a volunteer project?

Yes No

all conducted by volunteers

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

OFFICE/CITY COUNCIL USE

Date Application Received:

Council Meeting Review Date:

Requested Funds Date:

Date Application Approved:

Amount Approved:

Date results are to be reported:

Date results were reported:

Volunteer Project Required:

Yes No

Date of Volunteer Project:

Type of Volunteer Project:

Date Volunteer Project Completed:

PO Box 339 - 416 Ferry Street - Dayton OR 97114

Ph# (503) 864-2221 - Fax # (503) 864-2956 - Email: cityofdayton@ci.dayton.or.us - Website: ci.dayton.or.us

To: Honorable Mayor and City Councilors

From: Scott Pingel, City Manager

Issue: Approval of Resolution 14/15-6 Equipment Surplus

Background Information: The City recently entered into a new lease agreement with Copiers Northwest, which includes a new copier/printer/scanner for city hall. Whereas we do not have room or need the old copier, we need to declare it surplus. The change was made as staff had become increasingly frustrated with our maintenance agreement for the old copier, which included an automatic 10% increase per year for the cost of copies. We were able to terminate that maintenance agreement and enter into a new lease agreement with Copiers Northwest for about half the cost for copies as the previous agreement and includes the lease of a brand new copier. The new agreement will not increase our costs at all, and will likely provide a net savings over the previous maintenance agreement.

The old copier (picture attached) is still in good working condition and we will likely be able to get some money out of it, but I do not have a good sense of what the potential is. The resolution does not dictate a value for the copier.

City Manager Recommendation: I recommend approval of Resolution 14/15-6.

Potential Motion Verbiage: “I move approval of Resolution 14/15-6 A Resolution Declaring Certain Property as Surplus & Authorizing its Transfer, Sale or Other Disposition.”

City Council Options:

- 1 – Move approval of Resolution 14/15-6.
- 2 – Move approval of Resolution 14/15-6 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 #14/15-6
CITY OF DAYTON, OREGON**

Title: *A Resolution Declaring Certain Property as Surplus & Authorizing its Transfer, Sale or Other Disposition*

WHEREAS, the City of Dayton owns the item listed and depicted in Exhibit A, attached hereto and by this reference made a part hereof, that is no longer needed or useful for city purposes: and

WHEREAS, the City has the authority to dispose of such property in the manner in which it deems to be in the best interest of the citizens of the community;

The City of Dayton resolves as follows:

- 1) **THAT** this item is hereby declared surplus to the needs of the City, and
- 2) **THAT** the equipment shall be disposed of at the discretion of the City Manager in the manner deemed to be in the best interests of the City; and
- 3) **THAT** this resolution shall take effect immediately upon its adoption.

ADOPTED this 2nd day of **February 2015**.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date of Signing

ATTEST:

**Peggy Selberg
City Recorder**

Date of Enactment

Attachment - Exhibit A

Exhibit A
Photocopier



To: Honorable Mayor and City Councilors

From: Scott Pingel, City Manager

Issue: 2nd Reading and Adoption of Ordinance 623 Comcast Franchise

Background Information: Staff have been negotiating a new Comcast Cable Franchise over the last several months. Most of the franchise is similar to the previous franchise with Comcast. The City Council approved the first reading of the ordinance at the January 5th City Council meeting.

City Manager Recommendation: I recommend approval of the 2nd Reading and Adoption of Ordinance 623.

Potential Motions Verbiage: “I move approval of the 2nd Reading of Ordinance 623 An Ordinance Granting a Franchise for the Operation of a Cable System to Comcast of Oregon II, Inc. to Use City Rights of Way to Provide Cable Services; and Declaring an Emergency.”

“I move to adopt Ordinance 623 An Ordinance Granting a Franchise for the Operation of a Cable System to Comcast of Oregon II, Inc. to Use City Rights of Way to Provide Cable Services; and Declaring an Emergency.”

City Council Options:

- 1 – Move approval of the 2nd Reading and Adoption of Ordinance 623.
- 2 – Move approval of the 2nd Reading and Adoption of Ordinance 623 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.

ORDINANCE NO. 623
CITY OF DAYTON

An Ordinance Granting a Franchise for the Operation of a Cable System to Comcast of Oregon II, Inc. to Use City Rights of Way to Provide Cable Services; and Declaring an Emergency

WHEREAS, the City of Dayton, Oregon, has determined that the financial, legal, and technical ability of Comcast of Oregon II, Inc. is reasonably sufficient to provide services, facilities and equipment necessary to meet the cable related needs of the community.

NOW, THEREFORE, the City Council of the City of Dayton ordains as follows:

This Cable Television System Franchise Agreement ("Franchise") is entered into this ____ day of _____, 2015, by and between the CITY OF DAYTON, OREGON, ("Grantor"), and COMCAST OF OREGON II, INC., ("Grantee").

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. Words used in this Franchise that are not defined hereunder but defined in the Cable Act (as defined below) shall have the meaning specified in the Cable Act definition.

- A. "Basic Cable" means any service tier that includes the retransmission of local television broadcast signals and any other programming provided by the Grantee.
- B. "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- C. "Cable Service" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- E. "FCC" means Federal Communications Commission, or successor governmental entity thereto.

- F. "Franchising Authority" and "Grantor" means the City of Dayton or the lawful successor, transferee, or assignee thereof.
- G. "Grantee" means Comcast of Oregon II, Inc., or the lawful successor, transferee or assignee thereof.
- H. "Gross Revenue" means any revenue derived by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area in accordance with Generally Accepted Accounting Principles (GAAP), consistent with federal and state law, provided however that such phrase shall not include: (1) any tax, fee, or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC user fee but not including the franchise fee, which is included in "gross revenues" to the extent it is collected from Subscribers; and (2) unrecovered bad debt.
- I. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- J. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way lane, public way, drive circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area but only to the extent of the Franchising Authority's right, title, interest and authority to grant a franchise to occupy and use such areas for the purpose of installing, operating, repairing, and maintaining the Cable System.
- K. "Service Area" means the legal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.
- L. "Standard Installation" is defined as 125 feet from the nearest point on the Grantee's existing distribution system to the Subscriber's terminal.
- M. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2
Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System to provide Cable Service in, along, among, upon, across, above, over, or under the Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Other Provisions of Law. This Franchise and all rights and privileges granted under it are subject to, and the Grantee must comply with, applicable law as amended over the Franchise term. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of materially limiting the benefits or materially expanding the obligations of the Grantee that are expressly granted by this Franchise. Neither the Franchising Authority nor the Grantee may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

2.3 Competitive Equity.

(A) The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one (1) or more additional franchises to provide Cable Services within the Service Area; provided, the Franchising Authority agrees that, within ninety (90) days of the Grantee's request, it shall work with the Grantee to agree on amendments to this Franchise to include any material terms or conditions that it makes in a lawful franchise agreement with a Cable Operator to provide Cable Service, or provide relief from existing material terms or conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent to the extent such amendment is consistent with the Cable Act and related FCC rules, regulations and orders. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise for competitive entry, so long as the regulatory and financial burdens on each entity are materially equivalent to the extent permitted by the Cable Act and related FCC rules, regulations and orders. If after negotiating for no less than sixty (60) days the Franchising Authority and the Grantee are unable to agree on amendments, Grantee may, upon ninety (90) days written notice to the Franchising Authority, shorten the term of this Franchise so that the Franchise shall be deemed to expire on a date three (3) years from the first day of the month following the date of Grantee's notice. Video programming services delivered over wireless broadband networks and any other non-Cable Service are specifically exempted from the requirements of this section.

2.4 Term. The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.5 Franchise Review. Within sixty (60) days of the third anniversary or one of the subsequent anniversaries of the effective date of this Franchise, the Franchising Authority may, but is not required to, conduct a limited review of the Franchise. The purpose of the review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in light of new developments in cable technology together with related developments in cable law and regulation, and community needs and interests—including public, education and government access, and consideration of all financial, technological, and operational impacts that may affect the Grantee. Both the Franchising Authority and Grantee agree to make a full and good faith effort to participate in the review.

If, after completion of the review, the Franchising Authority and Grantee agree that the public interest will be served by modifying certain franchise obligations and/or extending the term of the

Franchise, the Franchising Authority, with the express written agreement of the Grantee, shall modify the obligations and extend the term of the Franchise accordingly.

2.6 Affiliates. Grantee agrees as a condition of exercising the privileges granted by this Franchise that any Affiliate of Grantee which assumes direct management or operational control of the Cable System to provide Cable Service in the Service Area, will also comply with this Franchise.

2.7 Franchise Nonexclusive. This Franchise shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any, Public Right of Way, and is also subject to Grantor's right to use the Public Rights of Way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder.

2.8 Police Powers. Notwithstanding any other provision of this Franchise, Grantee's rights hereunder are subject to the lawful police powers of Grantor to adopt and enforce ordinances of general applicability to protect or advance public safety, health, or welfare of the general public and Grantee agrees to comply with all applicable laws, regulations and ordinances enacted by Grantor or any other legally-constituted governmental unit having lawful jurisdiction over the subject matter hereof.

SECTION 3 **Standards of Service**

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance. In the event Grantee fails to restore the Public Way to a condition reasonably comparable to the condition existing immediately prior to such disturbance, the Franchising Authority may restore or cause to restore such Public Way at the expense of Grantee; provided, that the Franchising Authority provides Grantee with reasonable notice to restore, and Grantee fails to restore such Public Way within the time period given by the Franchising Authority.

3.3 Relocation at Request of the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than five (5) business days, the Grantee, at its own expense, shall protect, support, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority, or where the Franchising Authority determines it is in the public interest.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of Grantee, provided: (A) the expense of such paid by the Person benefiting from the relocation, including, if required by the Grantee, making such

payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section 3.4, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than 120 days for a permanent relocation.

3.5 Construction and Location.

A. Subject to applicable laws, regulations and ordinances of the Franchising Authority and the provisions of this Franchise, Grantee may perform all construction necessary for the operation of its Cable System to provide Cable Services. All construction and maintenance of any and all facilities within the Public Way incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain Grantee's responsibility. Grantee shall apply for, and obtain, all permits necessary for construction, installation or relocation of any facilities, and for excavating and laying any facilities within the Public Way. Grantee shall pay, prior to issuance, all applicable fees of the requisite construction permits.

B. Prior to beginning any construction, Grantee shall provide the Franchising Authority with a construction schedule for work in the Public Way. All construction shall be performed in compliance with this Franchise and all applicable lawful ordinances and codes of the Franchising Authority. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, permittees and other franchisees so as to reduce as far as possible the number of cuts in the Public Way.

C. The Franchising Authority shall have the right to inspect all construction or installation work performed within the Service Area as it shall find necessary to ensure compliance with the terms of this Franchise and other lawful pertinent provisions of law. In addition to providing notice to the public of ongoing work as may be required under applicable law, Grantee shall make available upon the Franchising Authority's request information regarding any ongoing construction, operation or installation of its Cable System sufficient to show: (1) the nature of the work being performed; (2) where it is performed; (3) its estimated completion date; and (4) progress towards completion.

D. Within forty-eight (48) hours after notification of any proposed Public Way excavation, Grantee shall, at Grantee's expense: (1) mark on the surface all of its underground facilities within the area of the proposed excavation; (2) notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or (3) notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

3.6 Trimming of Trees and Shrubbery. The Grantee may trim trees upon and overhanging the Public Way so as to prevent the branches of such trees from coming into contact with the Cable System. Grantee shall dispose of all trimmed materials. No trimming shall be performed in the Public Way without previously informing the Franchising Authority. Except in emergencies, all trimming of trees on public property shall have the advance written of the Franchising Authority...

3.7 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety

Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.8 Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground (other than high voltage electric lines), the Grantee likewise shall construct, operate, and maintain its Cable System underground. The Franchising Authority shall not incur any cost or expense in the event Grantee is lawfully required by the Franchising Authority to place its distribution facilities underground as provided in this Section 3.8. Nothing contained in this Section 3.8 shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.9 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees, to the extent consistent with applicable law, to require that any developer (A) give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) provide Grantee with reasonable access to the open trench. Notwithstanding the foregoing, Grantee shall not be required to utilize any open trench.

3.10 Required Extensions of the Cable System. Grantee agrees to provide Cable Service to all residents in the Service Area subject to the density requirements specified in this Section 3.10. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least 6 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscriber at no cost to said Subscriber for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service.

3.11 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 3.10 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals twelve (12). Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.12 Cable Service to Public Buildings. The Grantee, upon request, and as a voluntary initiative only, shall provide without charge, a Standard Installation and one outlet of Basic Cable and expanded basic service or its equivalent to those administrative buildings owned and occupied by the Franchising Authority, fire station, police station, and K-12 public school(s) that are within the Service Area and passed by its Cable System; provided, however, those buildings or portions of buildings housing or occupied by prison/jail populations shall be excluded. Cable Service to the Franchising Authority described herein is a voluntary initiative of Grantee. The Cable Service provided shall not be distributed beyond the originally

installed outlet without authorization from Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this Section 3.11. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable and expanded basic service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.13 Emergency Use. Grantee shall provide emergency alert capability in accordance with federal law. In accordance with, and at the time required by, the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, as such provisions may from time to time be amended, Grantee shall activate the Emergency Alert System ("EAS") in compliance with such regulations and consistent with FCC approved Oregon State EAS plan and local area EAS plan applicable to Yamhill County. Grantee shall provide the system capability for the Franchising Authority to override all Cable System programming for emergency purposes, and transmit an emergency message from locations designated by the Franchising Authority to all Subscribers, consistent with the requirements of Part 11 of the regulations of the FCC.

3.14 System Standards. The Cable System shall meet or exceed all applicable technical and performance standards of the FCC. The Grantee shall also comply with all applicable testing requirements of the FCC. Upon request, Grantee shall advise the Franchising Authority of schedules and methods for testing the Cable System within the Service Area to determine compliance with the provisions of applicable FCC technical standards. Representatives of the Franchising Authority may witness the tests.

Written records of all system tests required to be performed by or for the Grantee shall be maintained at Grantee's business office, and shall be available for inspection during Grantee's normal business hours by the Franchising Authority upon written request. Grantee, upon written request of Franchising Authority, shall provide a summary or complete copy of such test results prepared in accordance with FCC rule.

Whenever it is necessary to shut off or interrupt service for the purpose of making repairs or maintaining the Cable System, Grantee shall do so at such times that will cause the least amount of inconvenience to Subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to Subscribers. Notwithstanding anything to the contrary, Grantee's obligation to provide, replace, construct, maintain or operate the Cable System under this Franchise shall be excused for any period during which such service is prevented or interrupted by causes beyond the control of Grantee including acts of nature, fire, flood, unavoidable casualty, extra-ordinary delays in transportation, strikes or power interruption, or regulations. Cable Service shall thereafter be restored as soon as reasonably possible.

Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of Grantor, or with any other pipes, wires, conduits, pedestals, structures, equipment or other facilities that may be laid in the Public Way by, or under, the Franchising Authority's authority.

3.15 Customer Service Standards/Complaint Resolution. Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's Rules and Regulations, as may be amended from time to time. Nothing in this Section shall limit the rights of the Grantor to establish additional or different customer service standards in accordance with federal law and regulations.

Grantee may arrange for a drop box or its equivalent within the city limits of the Franchising Authority where Subscribers may drop or deliver their bill payment for cable service.

Should a Subscriber have an unresolved complaint regarding Cable Service with Grantee, the Subscriber may file a complaint with the Franchising Authority and thereafter to meet or discuss jointly with representatives of the Franchising Authority and Grantee within 30 days of filing the complaint with the Franchising Authority to address and resolve the Subscriber's complaint. For purposes of this paragraph, a "complaint" is a grievance related to the Cable Service provided by Grantee within the Service Area that is reasonably remediable by Grantee, but does not include grievances regarding the content of programming or information services other than broad categories of programming, and does not include customer contacts resulting in routine service calls that resolve the subscriber's problem satisfactorily to subscriber.

3.18 Additional Commitments not Franchise Fees. No term or condition in Section 3.12, 3.16 or 13.17 shall in any way modify or affect Grantee's obligation to pay franchise fees related to Cable Services in accordance with applicable law. Although the total sum of such franchise fee payments and additional commitments set forth in these Sections may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional commitments herein are not franchise fees as defined under 47 U.S.C. § 542, nor are they to be offset or credited against any franchise fee payments due to the Franchising Authority so long as such commitments are exercised by the Franchising Authority in a manner consistent with this Franchise.

SECTION 4 **Regulation by the Franchising Authority**

4.1 Franchise Fee.

A. Payment:

1. The Grantee shall pay to the Franchising Authority, throughout the term of this Franchise, a franchise fee equal to five percent (5%) of annual Gross Revenues (as defined in Section 1.1 of this Franchise). The franchise fee payment shall be calculated quarterly and shall be due and payable within forty-five (45) days after the close of each calendar quarter. Each payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation. The percentage amount of the franchise fee may change, at the discretion of the Franchising Authority, if provided for by new federal law and upon ninety (90) days' notice to Grantee by Franchising Authority.

2. To the extent that discounts reduce revenues includable for purposes of calculating franchise fees, Grantee may not unfairly or unlawfully allocate discounts for bundled services for the purpose of evading payments of franchise fees to the Franchising Authority.

3. No acceptance of any payment shall be construed as an accord by Franchising Authority that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as

a release of any claim Franchising Authority may have for further or additional sums payable or for the performance of any other obligations of Grantee.

4. In the event a franchise fee payment or other sum is not received by the Franchising Authority on or before the due date, or is underpaid, the Grantee shall pay in addition to the payment or sum due interest from the due date at a rate equal to nine percent (9%) per annum, compounded monthly.

B. Audit of Franchise Fee Payments:

1. Franchising Authority or its designee may conduct an audit of other inquiry in relation to payments made by Grantee no more than once annually during the Term. As a part of the audit process, Franchising Authority or Franchising Authority's designee may inspect Grantee's books and records relative to the Franchise at any time during regular business hours and after thirty (30) calendar days' prior written notice.

2. All books and records deemed by Franchising Authority or Franchising Authority's designee to be reasonably necessary for such audit or inquiry shall be made available by Grantee in a mutually agreeable format and location within the Service Area. Grantee agrees to give its full cooperation in any audit or inquiry and shall provide responses to inquiries within thirty (30) calendar days of a written request. Grantee may provide such responses after the expiration of the response period above if the Franchising Authority agrees in writing to provide additional time.

3. If the results of the audit indicate Grantee underpaid the franchise fee by more than five percent (5%), then Grantee shall pay the reasonable, documented costs of the audit, which costs shall be limited to seven thousand five hundred dollars (\$7,500) if any audit discloses an underpayment of the franchise fee in any amount, Grantee shall pay Franchising Authority the amount of the underpayment, together with interest computed from the applicable due date, at a rate per annum equal to the highest Bank Prime Rate during the period of delinquency plus one percent (1%). The "Bank Prime Rate" shall mean the prime lending rate as it appears in the Wall Street Journal during the period of delinquency.

4. Grantee shall be provided with a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to Franchising Authority.

C. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

4.2 Inspections for Compliance. The Franchising Authority may inspect the Cable System within the Service Area, during reasonable times and in a manner that does not unreasonably interfere with the normal business operations of Grantee, in order to determine compliance with applicable FCC standards. Except in emergency circumstances, such inspections may be undertaken only after giving not less than five (5) days advance notice thereof and after giving Grantee an opportunity to be present during such inspections. In the event such inspection determines that Grantee's Cable System has substantially failed to comply with applicable FCC standards, the reasonable costs of the inspection shall be borne by Grantee. In the event such inspection demonstrates that Grantee has substantially complied with applicable FCC standards, the cost of the inspection shall be borne by the Franchising Authority. Except in emergency

circumstances, the Franchising Authority agrees that such inspection shall be undertaken no more than annually, and that the results thereof shall be provided to Grantee.

4.3 Renewal of Franchise.

The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

4.4 Grantor Acquisition of the Cable System

The parties shall be subject to the provisions of Section 627 of the Cable Act, as amended from time to time. It is not intended that this Franchise diminish the rights of either the Franchising Authority or the Grantee under Section 627 of the Act, and any provision of this Franchise that purports to diminish such rights shall be deemed superseded by the Act.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise or Cable System shall not be sold, transferred, assigned, or otherwise encumbered, in whole or in part, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. In the event of a sale, transfer or assignment to an entity controlling, controlled by, or under common control with Grantee, Grantee shall provide notice to the Franchising Authority within ten (10) days of such sale, transfer or assignment. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. To the extent required by federal law, consent by the Franchising Authority shall be deemed given if the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request and all information required by the Franchising Authority and applicable FCC rules, unless the Grantee and the Franchising Authority agree to an extension of time. For purposes of this section, transfer of control is considered the acquisition of fifty-one percent (51%) or greater ownership interest in Grantee.

SECTION 5 **Books, Records, and Maps**

5.1 Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review at the Grantee's business office, during normal business hours and on a non-disruptive basis, such of its books and records as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location or to provide the Franchising Authority the ability to view certain books and records in electronic format. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer

than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature unless the Franchising Authority can protect the proprietary or confidential information from disclosure under Oregon law, nor disclose books and records of any affiliate of Grantee which is not providing Cable Service in the Service Area. In the event the Grantee asserts that certain information is proprietary or confidential in nature, the Grantee shall identify generally the information which it deems proprietary or confidential and the reasons for its confidentiality in writing.

To the extent provided under Oregon law, the Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof, provided that such information is reasonably considered confidential, proprietary or trade secrets under applicable federal or state law and is clearly marked "Confidential" on each page or, in the case of verbal disclosures, Grantee informs the Franchising Authority that it is confidential information at the time of the disclosure. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

5.2 Maps. Grantee shall maintain "as built" drawings for the Cable System at Grantee's business office, and make them available to the Franchising Authority for inspection during normal business hours upon written request. "As built" drawings shall be updated as changes occur in the Cable System serving the Service Area. Upon written request of the Franchising Authority, Grantee shall provide the Franchising Authority copies of strand and trench maps showing the location of Grantee's lines within the Public Ways in the Service Area within sixty (60) days of request for the same. The Franchising Authority recognizes that the information contained in such maps may be confidential and proprietary, and, to the extent provided under the Oregon Public Records Law, the Franchising Authority shall safeguard such information from the public.

SECTION 6 **Insurance and Indemnification**

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, the following liability policies that protect the Grantee and the Grantor, as well as the Grantor's officers, agents, and employees:

- A. Comprehensive general liability insurance with limits not less than:
 - i. Two million (\$2,000,000) dollars for bodily injury or death to each person;
 - ii. Two million (\$2,000,000) dollars for property damage resulting from any one accident; and
 - iii. Two million (\$2,000,000) dollars for all other types of liability.
- B. Motor vehicle liability insurance for owned, non-owned and hired vehicles with a limit of one million (\$1,000,000) dollars for each person and two million (\$2,000,000) dollars for each accident.
- C. Workers' Compensation insurance within statutory limits and employer's liability with limits of not less than \$1,000,000.
- D. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon. The insurance shall be without prejudice to coverage otherwise existing and shall name or cover, or the certificate of insurance shall name or cover, as additional insureds the Grantor and its officers, agents, and employees. The coverage must apply as to claims

between insureds on the policy. The certificate of insurance shall provide that the insurance shall not be canceled or materially altered without 30 days' prior written notice first being given to the Grantor. If the insurance is cancelled or materially altered, the Grantee shall provide a replacement policy with the terms as outlined in this section. The Grantee shall maintain continuous uninterrupted coverage, in the terms and amounts required. The Grantee may self-insure, or keep in force a self-insured retention plus insurance, for any or all of the above coverage.

E. The Grantee shall maintain on file with the Grantor a certificate of insurance, or proof of self-insurance acceptable to the Grantor, certifying the coverage required above.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability, claims, damages, costs or expenses, including court and appeal costs and reasonable attorney fees or expenses, that arise out of Grantee's construction, operation, or maintenance of its Cable System or otherwise related to the Franchise, provided that the Franchising Authority shall give Grantee prompt written notice of its obligation to indemnify the Franchising Authority pursuant to this Section 6.2. Notwithstanding the foregoing, Grantee shall not indemnify the Franchising Authority for any damages, liability, or claims resulting directly from the willful misconduct or negligence of the Franchising Authority.

6.3 Bonds and Other Surety. The Franchising Authority reserves the right to require a bond or other surety at any time by providing Grantee at least sixty (60) days advance written notice. The bond or other surety shall not exceed fifty thousand dollars (\$50,000.00) unless the City demonstrates that Grantee has failed to comply with the terms and conditions of this Franchise or there has been a change in Grantee's legal, financial or technical qualifications that would materially prohibit or impair Grantee's ability to comply with the terms and conditions of this Franchise, in which case the City may require a bond or other surety in any amount that it reasonably determines is necessary.

SECTION 7 **Enforcement and Termination of Franchise**

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date reasonably projected pursuant to 7.2(C) above, if it intends to

continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in Section 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation. The Franchising Authority and Grantee shall have the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, and to compel the testimony of other persons as permitted by law. A complete record minutes and audio tape shall be made of the hearing.

Following the hearing, the Franchising Authority shall determine whether or not the franchise shall be revoked. If the Franchising Authority determines that the franchise shall be revoked, Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority as provided by applicable law. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System

within the Service Area is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area.

SECTION 8 **Miscellaneous Provisions**

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld. Grantee is not relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the Franchising Authority to enforce prompt compliance. The Franchising Authority's forbearance or failure to enforce any provision of this Franchise shall not serve as a basis to stop any subsequent enforcement. The failure of the Franchising Authority on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a violation is not a waiver of any other violation, whether similar or different from that waived.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

City Administrator
City of Dayton
P.O. Box 339
Dayton, OR 97114

Notices or responses to the Grantee shall be addressed as follows:

Comcast of Oregon II, Inc.
Attention: Government Affairs
9605 SW Nimbus Ave.
Beaverton, OR 97008

With a copy to:

Comcast of Oregon II, Inc.
Attention: West Division -Government Affairs
15815 25th Ave West
Lynnwood, WA 98087

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

8.4 Descriptive Headings. The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 Effective Date. The effective date of this Franchise is _____, 2013, pursuant to the provisions of applicable law. This Franchise shall expire on _____, unless extended by the mutual agreement of the parties.

CITY OF DAYTON, OREGON

By:
Title:

COMCAST OF OREGON II, INC.

By:
Title:

To: Honorable Mayor and City Councilors

From: Scott Pingel, City Manager

Issue: Approval of the First Reading of Ord. 624 Transient Lodging Tax

Background Information: The City does not currently have a Transient Lodging Tax (TLT). In October 2014, the City Council discussed whether or not to establish a TLT, and the general consensus of the council was affirmative to establish a TLT. In Yamhill County alone, Dundee has a 7% tax, Amity has a 7% tax, Newberg recently increased their tax from 6% to 9%, and McMinnville established an 8% tax that went into effect January 1, 2014.

I think it is important to understand that the City would not see huge revenues from this tax right away. By State law, TLT only applies to those lodging somewhere for less than 30 days. So, for the RV Park, only customers staying less than 30 days would be subject to the tax. At this point, the RV Park would be the only entity in town that would be producing TLT revenues, although we may be close to having more units developed in the downtown. TLT Revenues must be primarily used for tourism and economic development, though some can be used for administrative costs. The owners of the two entities that would be most immediately effected by a Transient Lodging Tax (the RV Park and the potential of hotel rooms on the second level of the Stuckey and Harris buildings) have indicated that they would not be opposed a Transient Lodging Tax.

Several items in the ordinance are highlighted in yellow. These are areas where a percentage or certain policy has been inserted, but these are items the council should review and discuss prior to approving the first reading. These items are summarized below.

3.8.020 Tax Imposed: The City Council needs to decide on an effective date for the Transient Lodging Tax as well as a tax rate.

3.8.050 Exemptions: Under B, the current language includes “any person that rents a private home...” as being exempt from the TLT. It is not required that we exempt them, but it could be extremely difficult to track and enforce private home rentals. I would recommend we leave private home rentals exempt. Under D, this provision would simply allow a shelter or other social services type home that either doesn’t charge rent or charges very low daily rent to be exempt from the TLT. This provision is not required.

3.8.080 Penalties and interest: The percentages for penalties and interest are fairly standard, however, the City Council is at liberty to change them. Unless the council wants to lower the penalties, I recommend we stick to what is there.

3.8.120 Security for collection of tax: This section provides me the ability to require a security be paid up front if for any reason I believe there’s risk that an operator may fail to pay or become fraudulent, etc. This would most be determined through the operator having a history of being delinquent or fraudulent.

City Manager Recommendation: I recommend approval of the first reading of Ordinance 624, as amended if necessary based on some of the policy decisions in the ordinance.

Potential Motion Verbiage: “I move approval of the first reading of Ordinance 624 An ordinance adding a new section to the City code relating to Transient Lodging Tax.”

City Council Options:

- 1 – Move approval of the first reading of Ordinance 624.
- 2 – Move approval of the first reading of Ordinance 624 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.

**ORDINANCE NO. 624
CITY OF DAYTON**

**AN ORDINANCE ADDING A NEW SECTION TO THE CITY CODE
RELATING TO TRANSIENT LODGING TAX**

WHEREAS, transient room taxes are imposed by over 70 cities in Oregon for revenues to support city activities such as promotion of tourism and economic development; and

WHEREAS, the City does not have a transient room tax; and

WHEREAS, the City Council has determined a transient room tax will promote revenue for City activities.

NOW THEREFORE, THE CITY OF DAYTON ORDAINS AS FOLLOWS:

Section 1. A new Section 3.8 is hereby added to Section 3 “Business Regulations” of the Dayton Municipal Code establishing a tax on transient lodgings as follows:

Section 3.8 TRANSIENT LODGING TAX

Section 3.8.050 Title

This section is known as the transient room tax ordinance of the City of Dayton.

Section 3.8.010 Definitions

Except where the context otherwise requires, the following terms are defined as follows:

"Accrual accounting" means rent is due to operator from a transient on hotel records when the rent is earned, whether or not it is paid.

"Cash accounting" means the operator does not enter the rent due from a transient on hotel records until the rent is paid.

"Hotel" means any structure, or any portion of any structure occupied or intended or designed for transient occupancy for thirty days or less for dwelling, lodging, or sleeping purposes. It includes any hotel, motel, inn, condominium, tourist home or house, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, public or private dormitory, public or private club, and also means space in mobile home or trailer parks (including recreational vehicle, tent trailer and tent camping parks), or similar structures or space or portions thereof so occupied, for occupancy less than for 30-days.

"Occupancy" means the use or possession, or the right to the use or possession for lodging or sleeping purposes of any room or rooms in a hotel, or space in a mobile home or trailer park, or portion thereof.

"Operator" means the proprietor of the hotel in any capacity. Where the operator performs as a managing agent other than an employee, the managing agent is an operator for the purposes of this section and has the same duties and liabilities as the principal. Compliance with the provisions of this section by either the principal or the managing agent is compliance by both.

"Person" means any individual, corporation, partnership, joint venture, association, social club, fraternal organization, public or private dormitory, joint stock company, corporation, estate, oration, trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

"Rent" means the consideration charged, whether or not received by the operator, for the occupancy of space in a hotel, valued in money, goods, labor, credits, property or other consideration valued in money without any deduction. It does not include charges to a condominium unit owner for cleaning or maintenance of such unit or personal use or occupancy by such owner.

"Rent package plan" means the consideration charged for both food and rent where a single rate is charged for both. The amount applicable to rent for determination of the transient room tax under this section is the same as the charge for rent when food is not a part of the package plan. The amount for rent is the amount allocated to space rent, taking into consideration a reasonable value of other items in the rent package and the charge for rent when the space is rented separately and not part of a package plan.

"Tax" means the tax payable by the transient or the aggregate amount of taxes due from an operator during the period for which collections are required to be reported.

"Transient" means any individual who occupies or is entitled to occupancy in a hotel for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. The day a transient checks out of the hotel is not included in determining the 30-day period if the transient is not charged rent for that day by the operator. Any individual so occupying space in a hotel is a transient until the 30-day period expires unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than 30 consecutive days. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this section may be considered. A person who pays for lodging on a monthly basis is not a transient.

Section 3.8.020 Tax Imposed

A. Effective **July 1, 2015**, each transient must pay a tax of **eight percent** of the rent charged by the operator for the privilege of occupancy in any hotel. For a recreational vehicle, tent trailer and tent camping with self-pay slots, the tax is increased and assessed to the closest twenty-five-cent interval. The tax is a debt owed by the transient to the city and is extinguished only by payment by the operator to the city.

B. Each transient must pay the tax to the operator of the hotel at the time the rent is collected if the operator keeps records on the cash accounting basis, and when earned if the operator keeps records on the accrual accounting basis. If rent is paid in installments, the transient must pay a proportionate share of the tax to the operator with each installment. Rent paid or charged for occupancy excludes the sale of any goods, services and commodities.

C. The City will dedicate net revenue from the transient room tax per the provisions of ORS 320.350(6).

Section 3.8.030 Collection of tax by Operator

A. Every operator renting rooms or space for lodging or sleeping purposes in this city not exempted under this section must collect a tax from the occupant. The tax collected or accrued by the operator is a debt owed by the operator to the city.

B. In cases of credit or deferred payment of rent, the payment of tax to the operator may be deferred until the rent is paid.

C. The city manager has authority to enforce this section and may delegate authority to adopt rules and regulations consistent with this section to aid in enforcement.

D. The operator is permitted to deduct and keep five percent of the amount of taxes actually collected to compensate the operator for administrative expenses in collecting the taxes.

Section 3.8.040 Operators' Duties

A. Each operator must collect the tax imposed by this section at the same time as the rent is collected from each transient.

B. The amount of tax must be separately stated in operators' records and receipts.

C. No operator may advertise that the tax or any part of the tax will be assumed or absorbed by the operator, or that the tax will not be added to the rent, or that, when added, any part will be refunded except as provided by this section.

3.8.050 Exemptions

The tax imposed by this section does not apply to:

A. Any occupant for more than 30 successive calendar days with respect to any rent imposed for the period commencing after the first 30 days of such successive occupancy.

B. Any person who rents a private home, vacation cabin, or like facility from any owner who rents such facilities incidental to the owner's own use.

C. Any occupant whose rent is paid for a hospital room or to a medical clinic, convalescent home or similar facility.

D. Any person whose rent is of a value less than \$5.00 per day.

3.8.060 Registration of operator

A. Every person who is an operator of a hotel in this city must register with the city manager on a form provided by the city. Operators engaged in business at the time this section takes effect must register no later than 30 calendar days after this section takes effect. Operators starting business after this section takes effect must register within 15 calendar days after commencing business.

B. Delay in registration does not relieve any person from the obligation of payment or collection of the tax. The registration must state the name under which the operator conducts

business, the business location and other information as the city manager may require. The operator must sign the registration. Within 10 days of registration, the city manager will issue a certificate of authority to each registrant to collect the tax. Certificates are not assignable or transferable and must be surrendered to the city manager upon the cessation of business at the location named or upon its sale or transfer of the business. Each certificate will state the place of business to which it is applicable and must be prominently displayed to be seen and recognized by all occupants and persons seeking occupancy. Each certificate will state:

1. The name of the operator;
2. The address of the hotel;
3. The date the city issued the certificate; and
4. "This Transient Occupancy Registration Certificate signifies that the operator named has fulfilled the requirements of the Transient Lodging Tax Ordinance of the city by registration with the city manager to collect the transient lodging taxes imposed by the city and remitting them to the city manager. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a hotel without compliance with all local applicable laws."

3.8.070 Due date--Returns and payments

A. The transient must pay the tax imposed by this section to the operator at the time rent is paid. All taxes collected by any operator are due and payable to the city manager on a monthly basis on the fifteenth day of the following month for the preceding month, and are delinquent on the last day of the month in which they are due.

B. On or before the fifteenth day of the month following each month of collection, each operator must file with the city manager a return for the preceding month's tax collections. The operator must file the return in such form as prescribed by the city manager.

C. Returns must state the amount of tax collected or otherwise due for the related period. The city manager may require returns to show the total rentals upon which tax was collected or otherwise due, gross receipts of such amounts, and the amount of the rents exempt, if any.

D. The city manager may extend, for a period not to exceed one month, the time for making any return or payment of tax for good cause. The city manager may not grant any further extensions unless authorized by City Council.

E. The operator must deliver the return, together with the tax amount due, to the city manager either by personal delivery or by mail. If the operator files by mail, the postmark will be considered the date of filing for determining delinquencies.

3.8.080 Penalties and interest

A. Original Delinquency. Any operator that has not been granted an extension of time for remittance of tax due and fails to remit any tax imposed by this section prior to delinquency must pay a penalty equal to **10 percent** of the tax amount due in addition to the tax amount.

B. Continued Delinquency. Any operator that has not been granted an extension of time for remittance of tax due and which fails to pay any delinquent remittance within 30 days following the date the remittance first became delinquent, must pay a second delinquency penalty of **15 percent** of the tax amount due in addition to the tax amount due and the 10 percent penalty first imposed.

C. Fraud. If the city manager determines that the nonpayment of the any remittance or tax due under this section is due to fraud or an intent to evade this section's provisions, the city

manager will impose a penalty of 25 percent of the tax amount due in addition to the penalties imposed under subsections A and B.

D. Interest. In addition to penalties imposed, any operator that fails to remit any tax imposed by this section must pay interest on delinquent taxes at the rate of one percent per month on the amount of the tax due from the date on which the remittance first became delinquent until paid. Penalties that are owed are not included for the purpose of calculating interest. Interest may be on a fraction of a month if the delinquency is for less than 30 days.

E. Penalties Merged with Tax. Every penalty imposed and all accrued interest will be merged with and become a part of the tax required to be paid.

F. Petition for Waiver. Any operator that fails to remit the tax within the time stated must pay the penalties. However, the operator may petition the city manager for waiver and refund of the penalty or any portion thereof and the city manager may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

3.8.090 Deficiency determination

A. If the city manager determines that returns are incorrect, the manager may compute and determine the amount required to be paid upon the basis of the facts contained in the return or returns, or upon the basis of any information submitted to the city or any additional information obtained by the city manager.

B. One or more deficiency determinations may be made of the amount due for one or more than one period, and the amount determined is due and payable immediately upon service of notice that the amount determined is delinquent. Penalties on deficiencies are applied under Section 3.8.080.

3.8.100 Overpayment and deficiency

A. Adjustments. In making a determination the city manager may offset tax overpayments, if any, previously made or against penalties and interest on underpayments. Interest on underpayments will be computed under Section 3.8.080.

B. Notice of Deficiency. The city manager will give to the operator a written notice of deficiency determination. The notice may be served personally or by mail. If by mail, the notice will be addressed to the operator at the address in city records. For service by mail of any notice required by this section, notice is served by mailing by certified mail, postage prepaid, return receipt requested.

C. Expiration Period. Except in the case of fraud or intent to evade this section or adopted rules, the city must make every deficiency determination and mail the appropriate notice within three years after the last day of the month following the close of the monthly period for which the amount became due, or within three years after the return is filed, whichever period expires later.

D. Payable upon Receipt. Any deficiency determination becomes due and payable immediately upon receipt of notice and becomes final within 20 days after the city manager gives notice. However, the operator may petition for refund if the petition is filed before the determination becomes final.

3.8.105 Failure to Collect Tax

Fraud, Refusal to Collect, Evasion. If any operator fails or refuses to collect the tax or to make any report or tax remittance required by this section, or makes a fraudulent return or

otherwise willfully attempts to evade this section, the city manager may take any action deemed best to obtain the facts and information on which to base an estimate of the tax due. As soon as the city manager determines tax is due from any operator who has failed or refused to collect, report and remit the tax, the city manager will determine and assess against the operator the tax, interest and penalties provided in this section. The city manager will give a notice of the amount assessed. Any determination by the city manager becomes due and payable upon receipt of notice and becomes final within 20 days after the notice. The operator may petition the city manager for refund if the petition is filed before the determination becomes final.

3.8.110 Redeterminations

A. Any person against whom a determination is made may petition for a redetermination and refund within the time required in Section 3.8.100. If a petition for redetermination and refund is not filed within the time required in Section 3.8.100, the determination becomes final at the expiration of the allowable time.

B. If a petition for redetermination and refund is filed within the allowable period, the city manager will reconsider the determination by an oral hearing and the city manager will give 20 days' notice of the time and place of the hearing. The city manager may continue the hearing from time to time as may be necessary.

C. The city manager may decrease or increase the amount of the determination because of the hearing and if an increase is determined, the operator must pay that increase within three days after the hearing.

D. The written decision of the city manager upon a petition for redetermination or refund becomes final 20 days after service upon the petitioner of notice by the city, unless appeal of the operator files the order or decision with the city council within 20 days of the service of the notice. No petition for determination or refund or appeal is effective for any purpose unless the operator has first complied with all payment requirements.

3.8.120 Security for collection of tax

A. The city manager may require an operator to deposit with the city such security in the form of cash, bond or other security as the manager may determine is sufficient to protect the city's interests. In no event may the amount of the security be greater than twice the operator's estimated average monthly liability determined in such a manner, as the city recorder deems proper, or \$5,000, whichever amount is less. The city manager may increase or decrease the amount of security subject to these limitations.

B. The city attorney may bring any legal action in the name of the city to collect the amount delinquent together with penalties and interest.

3.8.130 Lien

A. The tax imposed by this section together with the interest and penalties and any direct collection costs which may be incurred after delinquency become and remain a lien until paid from the date of its recording. After the lien is recorded, notice of the lien may be issued by the city recorder whenever (i) the operator is in default in the payment of the tax, interest and penalty and (ii) a copy is sent to the delinquent operator.

B. The personal property subject to such lien seized by the city may be sold at public auction.

3.8.140 Refunds

A. Refunds by the City to the Operator. Whenever the amount of any tax, penalty or interest is paid more than once or has been erroneously collected or received by the city manager, the city manager may refund it. The operator must file a verified claim in writing with the city manager stating the specific reason for the claim, and the operator must do so no later than three years from the date of payment. The operator must make the claim on forms provided by the city manager. If the city manager approves the claim, the city manager may either refund the excess amount collected or paid, or provide a credit on any amount then due and payable by the operator, and the city manager may refund the balance to the operator.

B. Refunds by City to Transient. Whenever an operator has collected a tax required by this section, and the operator has deposited that tax with the city manager, and the city manager later determines that the amount was erroneously collected or received by the city manager, the city manager may refund the incorrect amount to the transient. The operator must file a verified claim in writing with the city manager stating the specific reason for the claim no later than three years from the date of payment.

3.8.150 Administration

A. Disposition and Use of Transient Room Tax Funds. All proceeds derived by the city from the transient room tax funds will be deposited in the General Fund of the city.

B. Records Required from Operators. Every operator must keep guest records of room sales and accounting books and records of the room sales. The operator must retain all records for at least three years.

C. Examination of Records; Investigations. The city manager, or any person authorized in writing by the city manager, may examine, during normal business hours, the books, papers and accounting records relating to room sales of any operator liable for the tax, and may investigate the business to verify the accuracy of any return made, or if no return is made to ascertain and determine the amount required to be paid.

3.8.155 Confidentiality

A. Confidential Character of Information Obtained. No person enforcing the provisions of this section may disclose the business affairs, operations or information obtained by an investigation of records and equipment of any person required to obtain a Transient Occupancy Registration Certificate or pay a transient occupancy tax, or the amount or source of income, profits, losses, expenditures or any particular thereof, set forth in any statement or application, or to permit any statement or application, or other document for enforcement of this section.

B. Section A does not prevent: (1) the disclosure to, or the examination of records and equipment by another city official, employee or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this section or collecting taxes imposed, (2) the disclosure, after the filing of a written request, to the taxpayer, receivers, trustees, executors, administrators, assignees and guarantors, or information as to any paid tax, any unpaid tax or amount of tax required to be collected, or interest and penalties, (3) the disclosure of the names and addresses of any person to whom Transient Occupancy Registration certificates have been issued; and (4) the disclosure of general statistics regarding taxes collected in the city

C. The city manager may refuse to make any disclosure referred to in this subsection when the public interest would suffer thereby.

3.8.160 Appeals to the city council

Any person aggrieved by any decision of the city manager may appeal to the city council by filing notice of appeal with the city recorder within 20 days of the serving or the mailing of the notice of the decision. The council will give the appellant not less than 20 days' written notice of the time and place of a hearing on the appealed matter. Action by the council on appeals is final.

3.8.170 Violations

- A. It is unlawful for any operator or other person to fail or refuse to:
 - 1. register as required under this section;
 - 2. file any return required to be made; or
 - 3. file a supplemental return or other data required by the city manager or to make a false or fraudulent return.
- B. No person required to make, render, sign or verify any report may make any false or fraudulent report, with intent to defeat or evade the determination of any amount due or required by this section.
- C. Violation of this section is a Class A Violation under the Dayton Municipal Code.

Section 2. This ordinance takes effect 30 days after adoption by the City Council.

Ordinance adopted by the City Council of the City of Dayton this ____ day of _____ 2015.

Mayor, City of Dayton
Elizabeth Wytoski

ATTEST:

City Recorder, City of Dayton
Peggy Selberg

To: Honorable Mayor and City Councilors

From: Scott Pingel, City Manager

Issue: System Development Charges Discussion

Background information: Attached is a summary of the water and wastewater system development charge (SDC) analyses. I have the methodology reports available if anyone is interested in those details.

Deb Galardi of the Galardi Rothstein Group presented her analysis to the City Council at the November 2014 work session. The City Council will have the opportunity to discuss different options and how to phase-in SDC increases, etc, and we would like the City Council to have that discussion at the February 2nd meeting. As with the previous meeting on SDC's, the City Council is not being asked at this point to approve SDC changes, however, City staff would like direction on a few of the particulars as pointed out below in order to prepare recommendations in the SDC Ordinance that will be put before the council after we hold a public hearing on the SDC changes.

Prior to making actual changes, we are required to provide a 90-day public hearing notice, which staff will put out as soon as possible after the Feb. 2nd Council meeting. The earliest we could do a public hearing is at the May 18th City Council meeting. I suggest we go with June 1st for our public hearing since will likely be fairly busy with the budget.

There are a few things from the summaries to pay attention to and that the Council will need to decide on whether to include them or not in any potential SDC increases.

For each meter size, there is a Reimbursement portion, an Improvement portion, a Compliance portion and then the total. The total presented in the summary report is the maximum allowable SDCs the City can implement based on the current planning assumptions. As you can see from the summary, the basic ¾-inch meter Water SDC is currently a total of \$3,633 and can go up to \$4,319. City staff recommends the City forgo the compliance portion of the SDC charge for water due to tracking and reporting requirements. If we collect the compliance portion, we have to track it because that \$76 for compliance can only be spent on compliance activities, such as a master plan or plan update. With our small staff, we would rather not have the added challenge of tracking that portion. If we take away the compliance portion from the Water SDC increase, the total would be \$4,243. City staff recommends that the total Water SDC increase happen at once and not in phases.

The revised Wastewater SDC schedule is more complicated. Our current Wastewater SDC is \$1,265, and the revised total can be up to \$7,687 for a ¾-inch meter. City staff would, again, recommend that the City forgo the compliance portion simply due to our small staff and the infrequency with which we would use it. Taking away the compliance portion puts the total at \$7,564. This is quite a large increase, and City staff recommends a phase-in approach with the Wastewater SDC.

The City Council needs to decide on when to establish the initial increase, and how to phase-in the Wastewater SDC. While City staff recommends a phase-in approach for the Wastewater SDC, we recommend the initial increase put the Wastewater SDC at \$3,500 at least. If we do a June 1st Public Hearing, the City Council will have the option of making the SDC increases effective as of that day or some other day after June 1st. City staff would like direction on when to make the new SDC methodology and fees effective. We are required to provide an effective date in the 90-day public hearing notice. The council will also need to decide on the amount of the initial increase and then how to phase the wastewater SDC increases and the timing of the phase-ins.

The other option for the City Council to consider, which City staff recommends, is to include in the new SDC Ordinance the ability to adjust SDC's annually based on inflation. The Engineering New Record Construction Cost Index would be used as the basis for any inflationary adjustments.

City Manager Recommendations: I would recommend the City the following:

- Hold the Public Hearing on new SDC methodology and fees on June 1, 2015.
- Forgo the compliance amount on the SDC increases, which will assume that we will establish the full increase minus the compliance amount.
- Establish either June 1st (the Public Hearing date) or July 1st (Beginning of the new Fiscal Year) as the effective date for the SDC increases.
- Phase-in the full Wastewater SDC increase over 3 years by adding \$1500 to the total in 2016, \$1500 to the total in 2017, and then establishing the full Wastewater SDC of \$7,564 in 2018. This scheduled phase-in will be included in the SDC Ordinance or Resolution.
- Include a provision that would allow the City Council to increase SDC's annually based on inflation using the Engineering New Record Construction Cost Index.

Potential Motion Verbiage: "I move to direct City Staff according to the City Manager recommendations."

City Council Options:

- 1 – Move to provide direction according to the City Manager recommendations.
- 2 – Move to provide direction with amendments to the City Manager recommendations.
- 3 – Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.

Summary of Proposed System Development Charges

Overview of Methodology

The attached Water and Wastewater System Development Charge (SDC) methodology reports describe the technical analysis used to develop revised water and wastewater SDCs for the City of Dayton (the City). The methodologies follow Oregon statutory guidelines for development of SDCs, and include reimbursement fees (to recover costs of facilities already constructed), improvement fees (for future improvements), and compliance charges to recover costs associated with development of the methodology and project lists.

Development of the SDCs includes the following steps:

1. The growth-related costs (the “cost bases”) are determined for each system component (e.g. water source, treatment, and storage, and wastewater treatment and collection), based on engineering design criteria. The cost bases reflect the value of existing available and future planned capacity for growth, and exclude the portion of costs needed to remedy existing capacity deficiencies, system operations and maintenance costs, and the value of capacity paid by other jurisdictions (e.g., Lafayette.)
2. The costs bases are then divided by the projected capacity required by growth during the planning period to determine the system-wide unit costs. For example, growth-related water treatment costs are divided by the growth in maximum day water demand to determine the capacity cost per gallon.
3. The capacity requirements for an “equivalent dwelling unit” (EDU) are then determined, based on system planning criteria. For example, a typical dwelling unit requires 436 gallons per day capacity during the system max day.
4. The unit costs are multiplied by the EDU capacity requirements to determine the SDC per EDU. SDCs for larger developments are scaled up based on the hydraulic capacity of the meter (based on standard meter factors.)

Revised SDCs

The revised water and wastewater SDCs are shown in Tables 1 and 2, respectively. The base water SDC increases from \$3,633 to \$4,319. The City does not currently have any meters over 2 inches.

Table 1
City of Dayton
Revised Water SDC Schedule

Meter Size	Reimbursement	Improvement	Compliance	SDC
	SDC	SDC		
3/4-inch	\$1,213	\$3,029	\$76	\$4,319
1-inch	\$2,063	\$5,150	\$129	\$7,342
1 1/2-inch	\$4,004	\$9,997	\$251	\$14,252
2-inch	\$6,431	\$16,056	\$403	\$22,889
3-inch	\$12,983	\$32,415	\$813	\$46,211
4-inch	\$20,263	\$50,591	\$1,269	\$72,123
6-inch	\$40,405	\$100,879	\$2,531	\$143,814
8-inch	\$97,069	\$242,352	\$6,079	\$345,500

As shown in Table 2, the revised base wastewater SDC is \$7,687, compared to a current SDC of \$1,265. The significant increase in the wastewater SDCs reflects the fact that current SDCs have not been updated since 1999, and the capital needs identified by the Wastewater Facility Plan are significantly greater than the water system.

Table 2
City of Dayton
Revised Wastewater SDC Schedule

Meter Size	Reimbursement SDC	Improvement SDC	Compliance	SDC
3/4-inch	\$33	\$7,531	\$123	\$7,687
1-inch	\$56	\$12,803	\$209	\$13,068
1 1/2-inch	\$109	\$24,853	\$405	\$25,367
2-inch	\$175	\$39,915	\$650	\$40,741
3-inch	\$353	\$80,584	\$1,313	\$82,250
4-inch	\$551	\$125,771	\$2,049	\$128,372
6-inch	\$1,099	\$250,790	\$4,086	\$255,975
8-inch	\$2,641	\$602,497	\$9,815	\$614,954

Policy Issues

The revised water and wastewater SDCs presented here and in the attached reports, represent the maximum allowable SDCs for the City to implement based on the current planning assumptions and projects identified in the adopted system plans. The City may elect to implement lower charges, or phase-in the SDC increases for policy reasons.

The revised SDCs rely on standard meter factors to scale the SDCs for larger developments. Currently, the City does not have any meters over 2 inches. As an alternative to the standard scaling method, the City may choose to estimate capacity requirements for individual developments over a certain meter size (e.g., 2 inches).

Oregon SDC statutes allow local governments to adjust SDCs annually based on inflation. Generally, SDC increases are tied to the Engineering New Record Construction Cost Index (either 20-City average, or Seattle index).

CITY OF DAYTON
2015-2016 BUDGET CALENDAR

April 24	Publish first Legal Notice of Budget Committee meeting on May 11 in <i>The McMinnville News-Register</i> for the purpose of receiving 2015-2016 proposed budget and State Revenue Sharing. The notice will also be published on the City of Dayton website, www.ci.dayton.or.us
May 11 6:30 pm	General meeting of the total Budget Committee (City Council and Citizen Committee members) <ol style="list-style-type: none"> 1. Budget Committee Chair is elected (Not a Council member) and Secretary is elected (City Recorder). 2. City Manager presents proposed budget and budget message. 3. Hear public comment on the proposed budget and public hearing on State Revenue Sharing.
May 18 6:30 pm	General meeting of the total Budget Committee. <ol style="list-style-type: none"> 1. Reports and recommendations are given and Budget Committee makes changes where necessary. 2. The Budget Committee passes a motion recommending to the City Council a budget for Fiscal Year 2015-2016 and approving an amount or rate of total property taxes to be certified for collection.
May 25 6:30 pm	Additional meeting of the Budget Committee (if necessary)
May 26	Publish “Financial Summary and Notice of Budget Hearing” on June 1 and advertisement of Budget including summary budget statements.
June 1	Public Hearings – in the City Council Chambers on the recommended 2015-2016 Budget and proposed use of State Revenue Sharing Funds
June 15	City Council adopts a Resolution adopting budget, making appropriations and levying property taxes for general fund and special operating funds (public safety) and a resolution regarding receiving State Revenue Sharing Funds.
June 16- July 15	Certify Property Tax Levy to County Assessor on or before July 15.

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
General Fund					
100.000.400.000	Working Capital (Accrual)	500,882	431,590	116.1%	448,596
100.000.402.000	Levied Taxes (Prior Years)	6,048	6,000	100.8%	10,079
100.000.404.000	Interest	815	1,500	54.3%	2,089
100.000.410.000	Bus/Amusement License	1,275	1,400	91.1%	2,555
100.000.412.000	Franchise-Cable TV	9,074	16,000	56.7%	17,227
100.000.412.100	Franchise-Solid Waste	2,688	4,500	59.7%	5,236
100.000.412.200	Franchise-Electric Service	0	58,000	0.0%	58,307
100.000.412.300	Franchise-Telecommunications	1,267	2,500	50.7%	2,817
100.000.412.400	In Lieu Franchise Fees Water	0	0	0	0
100.000.412.500	In Lieu Franchise Fees Sewer	0	0	0	0
100.000.416.000	Building Permits	9,834	13,500	72.8%	32,110
100.000.416.010	Plan Check Fees	2,831	7,000	40.4%	10,447
100.000.416.020	Type A Permit Fees	500	1,500	33.3%	3,000
100.000.416.030	Type B Permit Fees	4,983	5,000	99.7%	31,051
100.000.416.100	Planning Fees	2,210	3,000	73.7%	3,669
100.000.416.300	Encroachment Permit Fee	25	50	50.0%	185
100.000.417.000	Lien Search Fees	0	50	0.0%	0
100.000.426.000	State Alcohol Taxes	18,450	32,500	56.8%	35,486
100.000.428.000	State Cigarette Taxes	1,512	3,000	50.4%	3,459
100.000.430.000	CCRLS Use Based Reimbursement	2,537	5,500	46.1%	9,009
100.000.430.100	Library Fees/Fines	682	500	136.4%	940
100.000.432.000	Dayton Rural FD Shared Costs	5,170	6,500	79.5%	7,100
100.000.436.000	Library Grant	1,000	1,000	100.0%	1,000
100.000.444.000	CLG Grant	13,000	13,000	100.0%	0
100.000.459.700	Transfer from State Revenue Sharing	0	0	0.0%	0
100.000.480.000	Miscellaneous Revenue	4,594	5,000	91.9%	1,853
100.000.480.100	City Hall Annex Rental Fees	0	11,955	0.0%	12,005
100.000.480.200	Community Recreation	0	50	0.0%	0
100.000.480.300	Community Center Rental Fees	7,780	19,000	40.9%	23,479
100.000.485.000	Public Contributions	0	0	0.0%	0
100.000.499.300	Taxes Collected	152,969	157,000	97.4%	159,979
		750,126	806,595	93.0%	881,678

Admin					
	Salaries	19,475	39,123	49.8%	33,069
	Fringe Benefits	10,078	25,543	39.5%	17,822
100.100.600.000	Electricity	465	700	66.4%	538
100.100.600.001	Electricity - Community Center	1,334	2,700	49.4%	1,649
100.100.600.100	Propane	93	1,000	9.3%	850
100.100.600.101	Propane - Community Center	869	4,000	21.7%	4,090
100.100.601.000	Office Expense	2,953	4,250	69.5%	4,105
100.100.601.100	Postage	200	275	72.7%	315
100.100.602.000	Telephone & Related	219	700	31.3%	461
100.100.604.000	Insurance	1,264	1,350	93.6%	1,053
100.100.608.000	Audit	1,216	1,300	93.5%	1,001
100.100.611.000	Travel & Meetings	568	1,200	47.3%	1,039
100.100.614.000	Equipment Repair & Maintenance	70	500	14.0%	409
100.100.614.100	Fuel	354	650	54.5%	633
100.100.616.100	Safety/Uniforms	3	50	6.0%	19

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
100.100.617.000	Small Tools/Shop Supplies	94	100	94.0%	-12
100.100.700.000	Legal Services	1,311	4,500	29.1%	4,355
100.100.700.100	Misc Legal (Non Attorney)	58	500	11.6%	219
100.100.705.000	Professional Services	689	1,500	45.9%	2,261
100.100.705.300	Data Processing	600	1,000	60.0%	698
100.100.706.000	Dues & Certifications	493	1,000	49.3%	676
100.100.707.000	City Hall Maintenance	710	7,000	10.1%	3,568
100.100.707.200	City Hall Annex Maintenance	0	500	0.0%	36
100.100.707.300	Community Center Maintenance	7,105	10,000	71.1%	11,577
100.100.708.100	Tool & Equipment Rental	4	100	4.0%	32
100.100.725.000	Election Expense	106	500	21.2%	0
100.100.750.100	City Hall Annex Rental Refund	0	50	0.0%	0
100.100.750.200	Community Center Rental Refund	2,305	10,500	22.0%	8,708
100.100.799.000	Miscellaneous Expense	4	500	0.8%	50
100.100.903.000	Equipment	0	1,000	0.0%	547
100.100.904.000	City Hall Improvements	1463	3,000	48.8%	0
100.100.904.400	City Hall Annex/Comm Center Improve	0	8,000	0.0%	4,287
100.100.950.000	Holiday Lighting/Banners	2613	4,000	65.3%	2,793
		27,163	72,425	37.5%	55,957
100.100.870.000	Tfr to Building Reserve Fund	0	5,000	0.0%	5,000
		0	5,000	0.0%	5,000
	Total Administration Expenditures	56,716	142,091	39.9%	111,848

Parks					
	Salaries	13,171	26,131	50.4%	24,340
	Fringe Benefits	6,654	17,061	39.0%	11,186
100.103.600.000	Electricity	822	1,500	54.8%	1,542
100.103.600.100	Propane	24	400	6.0%	252
100.103.601.000	Office Expense	238	800	29.8%	498
100.103.601.100	Postage	74	100	74.0%	68
100.103.602.000	Telephone & Related	93	300	31.0%	197
100.103.603.000	Garbage/Sanitation	1,264	2,600	48.6%	2,034
100.103.604.000	Insurance	3,160	3,350	94.3%	2,632
100.103.608.000	Audit	421	450	93.6%	381
100.103.611.000	Travel & Meetings	215	350	61.4%	139
100.103.614.000	Equipment Repair & Maintenance	210	1,500	14.0%	1,226
100.103.614.100	Fuel	1,330	2,500	53.2%	2,148
100.103.616.100	Safety/Uniforms	85	100	85.0%	61
100.103.617.000	Small Tools/Shop Supplies	1,219	2,500	48.8%	1,388
100.103.619.000	Park Maintenance	2,373	10,000	23.7%	12,130
100.103.700.000	Legal Services	0	500	0.0%	11
100.103.700.100	Misc Legal (Non Attorney)	29	200	14.5%	155
100.103.705.000	Professional Services	85	7,000	1.2%	425
100.103.705.300	Data Processing	129	450	28.7%	338
100.103.706.000	Dues & Certifications	138	350	39.4%	310
100.103.707.000	City Hall Maintenance	250	2,500	10.0%	1,178
100.103.707.200	City Hall Annex Maintenance	0	100	0.0%	6

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
100.103.708.100	Tool & Equipment Rental	19	200	9.5%	158
100.103.765.000	Recreation/Activities	0	300	0.0%	0
100.103.799.000	Miscellaneous Expense	0	1,000	0.0%	0
100.103.903.000	Equipment	0	100	0.0%	54
100.103.904.000	City Hall Improvements	244	500	48.8%	0
100.103.904.200	City Yards/Shop Improvements	919	1,500	61.3%	0
100.103.910.000	Park Improvements	0	5,000	0.0%	6,307
100.103.910.100	Alderman Park Improvements	0	3,000	0.0%	0
100.103.911.000	Street Trees	0	2,000		0
100.103.913.000	Signs	0	4,500	0.0%	0
		13,341	55,650	24.0%	33,638
100.103.840.000	Tfr to Equipment Replace Fund	0	1,500	0.0%	1,500
100.103.876.000	Transfer to Park Reserve Fund	0	30,000	0.0%	12,000
		0	31,500	0.0%	13,500
	Total Parks Expenditures	33,166	130,342	25.4%	82,664

Library					
	Salaries	19,231	40,615	47.3%	37,375
	Fringe Benefits	10,656	26,518	40.2%	20,180
100.104.600.000	Utilities - Electricity	97	250	38.8%	226
100.104.600.100	Utilities - Propane	95	800	11.9%	591
100.104.601.000	Library & Office Expense	1,083	2,500	43.3%	2,465
100.104.601.100	Postage	224	300	74.7%	204
100.104.602.000	Telephone & Related	93	300	31.0%	197
100.104.604.000	Insurance	757	850	89.1%	631
100.104.608.000	Audit	607	650	93.4%	572
100.104.611.000	Travel & Meetings	28	200	14.0%	87
100.104.616.100	Safety/Uniforms	0	100	0.0%	19
100.104.700.000	Legal Services	0	200	0.0%	4
100.104.700.100	Misc Legal (non attorney)	19	150	12.7%	72
100.104.705.000	Professional Services	134	450	29.8%	237
100.104.705.300	Data Processing	112	400	28.0%	274
100.104.706.000	Dues & Certifications	349	350	99.7%	347
100.104.706.100	Subscriptions	86	175	49.1%	86
100.104.707.000	Library Maintenance	605	1,000	60.5%	782
100.104.710.000	CCRLS Expense	279	500	55.8%	453
100.104.715.000	Books	2,957	4,500	65.7%	1,672
100.104.730.000	Summer Reading Program	399	1,500	26.6%	853
100.104.730.100	Ready to Read Program	0	1,000	0.0%	0
100.104.799.000	Miscellaneous Expense	127	150	84.7%	18
100.104.903.000	Equipment	0	2500	0.0%	1886
100.104.906.000	Library Improvements	0	1,000	0.0%	0
		8,051	19,825	40.6%	11,676
	Total Library Expenditures	37,938	86,958	43.6%	69,231

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
Planning					
	Salaries	7,040	14,193	49.6%	13,503
	Fringe Benefits	3,738	9,267	40.3%	7,222
100.105.600.000	Utilities - Electricity	87	200	43.5%	153
100.105.600.100	Utilities - Propane	16	200	8.0%	167
100.105.601.000	Office Expense	684	1,500	45.6%	1,210
100.105.601.100	Postage	87	100	87.0%	97
100.105.602.000	Telephone & Related	109	350	31.1%	230
100.105.604.000	Insurance	823	900	91.4%	685
100.105.608.000	Audit	1,028	1,100	93.5%	953
100.105.611.000	Travels & Meeting	77	500	15.4%	1,320
100.105.700.000	Legal Services	1,609	3,000	53.6%	154
100.105.700.100	Misc Legal (non- attorney)	470	500	94.0%	362
100.105.705.000	Professional Services	42	500	8.4%	85
100.105.705.100	Engineering Services	5,528	15,000	36.9%	19,635
100.105.705.200	Planning Services	5,270	13,000	40.5%	9,451
100.105.705.300	Data Processing	224	800	28.0%	550
100.105.706.000	Dues & Certifications	419	300	139.7%	698
100.105.707.000	City Hall Maintenance	100	1,000	10.0%	471
100.105.707.200	City Hall Annex Maintenance	0	250	0.0%	15
100.105.752.000	Planning Commission Expense	0	300	0.0%	0
100.105.799.000	Miscellaneous Expense	0	100	0.0%	0
100.105.903.000	Equipment	0	500	0.0%	274
		16,573	40,100	41.3%	36,510
	Total Planning Expenditures	27,351	63,560	43.0%	57,235

Building					
	Salaries	6,486	13,123	49.4%	12,275
	Fringe Benefits	3,450	8,568	40.3%	6561
100.106.600.000	Utilities - Electricity	74	200	37.0%	153
100.106.600.100	Utilities - Propane	16	200	8.0%	167
100.106.601.000	Office Expense	446	1,500	29.7%	1,005
100.106.601.100	Postage	149	200	74.5%	136
100.106.602.000	Telephone & Related	93	300	31.0%	197
100.106.604.000	Insurance	1,011	1,100	91.9%	842
100.106.608.000	Audit	796	850	93.6%	763
100.106.611.000	Travel & Meetings	28	200	14.0%	100
100.106.700.000	Legal Services	140	500	28.0%	11
100.106.700.100	Misc Legal (non-attorney)	19	150	12.7%	72
100.106.700.350	Local Government Surcharge Fee	995	2,500	39.8%	2,938
100.106.705.000	Professional Services	48	500	9.6%	77
100.106.705.100	Engineering Services	0	2,250	0.0%	4,064
100.106.705.300	Data Processing	125	500	25.0%	153
100.106.706.000	Dues & Certifications	102	200	51.0%	103

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
100.106.707.000	City Hall Maintenance	85	800	10.6%	427
100.106.716.000	Building Inspection Services	5,455	13,000	42.0%	12,721
100.106.716.100	Plan Check Services	3,659	10,000	36.6%	13,276
100.106.716.200	Type A Permit Inspections	0	1,500	0.0%	0
100.106.716.300	Type B Permit Inspections	19,364	5,000	387.3%	3,574
100.106.717.000	CLG Façade Improvements	12,000	12,000	100.0%	0
100.106.799.000	Miscellaneous Expense	69	200	34.5%	0
100.106.903.000	Equipment	0	500	0.0%	274
		44,674	54,150	82.5%	41,053
Total Building Expenditures		54,610	75,841	72.0%	59,889

100.107.880.000	Contingency	0	100,000	0.0%	0
100.109.999.000	Unappropriated Ending Fund Bal	0	207,803	0.0%	0
		0	307,803	0.0%	0
Total Fund 100 Revenue		750,126	806,595	93.0%	881,678
Total Fund 100 Expenses		209,781	806,595	26.0%	380,867
Fund Balance		540,345			500,811

Local Option Tax Fund

101.000.400.000	Working Capital (Accrual)	105,264	83,660	125.8%	84,463
101.000.402.000	Levied Taxes (Prior Years)	6,274	6,000	104.6%	10,222
101.000.404.000	Interest	305	750	40.7%	783
101.000.418.000	Citations & Bail	11,641	16,500	70.6%	18,660
101.000.418.110	Fix-It-Ticket Fees	300	1,000	30.0%	0
101.000.418.200	Traffic School Fees	11,420	4,000	285.5%	1,045
101.000.499.300	Taxes Collected	165,679	171,000	96.9%	173,826
		300,883	282,910	106.4%	288,999

	Salaries	12,374	29,020	42.6%	17,549
	Fringe Benefits	7,528	18,948	39.7%	13,642

101.101.600.000	Electricity	91	300	30.3%	186
101.101.600.100	Propane	16	200	8.0%	167
101.101.601.000	Office Expense	1,370	1,700	80.6%	2,759
101.101.601.100	Postage	224	300	74.7%	204
101.101.602.000	Telephone & Related	93	300	31.0%	197
101.101.604.000	Insurance	1,264	1,400	90.3%	1,053
101.101.608.000	Audit	702	750	93.6%	668
101.101.611.000	Travel & Meetings	34	300	11.3%	154
101.101.614.100	Fuel	600	1,100	54.5%	1,074
101.101.616.100	Safety/Uniforms	0	100	0.0%	19
101.101.700.000	Legal Services	0	1,000	0.0%	582
101.101.700.100	Misc (Legal) Non-Atty	29	250	11.6%	108
101.101.700.350	Court Assessments	2,817	5,000	56.3%	3,563

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
101.101.700.500	Code Enforcement & Abatement	0	500	0.0%	0
101.101.700.510	Community-Wide Clean-up	0	3,750	0.0%	2,688
101.101.705.000	Professional Services	409	1,500	27.3%	629
101.101.705.100	Sheriff's Contract	58,503	117,500	49.8%	115,175
101.101.705.200	Dayton School District	0	100	0.0%	0
101.101.705.300	Data Processing	1,019	2,500	40.8%	1,689
101.101.705.400	City of Yamhill	1,500	3,000	50.0%	3,000
101.101.706.000	Dues & Certifications	399	700	57.0%	386
101.101.707.000	City Hall Maintenance	100	1,000	10.0%	471
101.101.707.200	City Hall Annex Maintenance	0	1,000	0.0%	90
101.101.707.300	City Hall Annex Rental	0	600	0.0%	600
101.101.752.000	Election Expense	0	100	0.0%	0
101.101.770.000	9-1-1 Services	12,774	27,500	46.5%	23,689
101.101.799.000	Miscellaneous Expense	580	500	116.0%	95
		82,524	172,950	47.7%	159,246
101.101.880.000	Contingency	0	57,992	0.0%	0
		0	57,992	0.0%	0
101.101.903.000	Equipment	0	500	0.0%	274
101.101.904.000	City Hall Improvements	244	500	48.8%	0
101.101.904.200	City Shops/Yards Improvements	0	1,500	0.0%	0
101.101.904.300	City Hall Annex Improvements	0	1,500	0.0%	0
		244	4,000	6.1%	274
	Total Fund 101 Revenue	300,883	282,910	106.4%	288,999
	Total Fund 101 Expenses	102,670	282,910	36.3%	190,711
	Fund Balance	198,213			98,288

Street Fund

200.000.400.000	Working Capital (Accrual)	87,319	67,742	128.9%	98,619
200.000.404.000	Interest	165	400	41.3%	422
200.000.438.000	State Highway Revenue	73,492	140,000	52.5%	146,050
200.000.480.000	Miscellaneous Revenue	7,840	100	7840.0%	4,745
		168,816	208,242	81.1%	249,836

	Salaries	11,508	22,798	50.5%	20,186
	Fringe Benefits	5,775	14,885	38.8%	9,478

200.200.600.000	Utilities - Electricity	7,283	26,000	28.0%	21,031
200.200.600.100	Utilities - Propane	49	600	28.0%	503
200.200.601.000	Office Expense	689	1,500	8.2%	1,303
200.200.601.100	Postage	224	300	45.9%	204
200.200.602.000	Telephone & Related	187	600	74.7%	394
200.200.603.000	Garbage/Sanitation	843	1,700	31.2%	1,356
200.200.604.000	Insurance	2,528	2,800	49.6%	2,106
200.200.608.000	Audit	1,496	1,600	90.3%	1,430
200.200.611.000	Travel & Meetings	37	300	93.5%	169
200.200.614.000	Equipment Repair & Maintenance	420	3,000	12.3%	2,454

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
200.200.614.100	Fuel	1,606	3,000	14.0%	2,663
200.200.614.300	Footbridge Repair & Maintenan	0	2,000	53.5%	0
200.200.614.400	Street/Alley Repair & Maint	17,902	15,000	0.0%	17,026
200.200.614.410	Gravel	0	2,500	119.3%	860
200.200.616.000	Supplies	250	1,000	0.0%	280
200.200.616.100	Safety/Uniforms	51	200	25.0%	26
200.200.616.200	Signs & Related	0	3,000	25.5%	1,611
200.200.617.000	Shop Supplies/Small Tools	694	1,500	0.0%	588
200.200.700.000	Legal Services	568	1,500	46.3%	138
200.200.700.100	Misc Legal (non-attorney)	48	350	37.9%	961
200.200.705.000	Professional Services	74	5,000	13.7%	2,051
200.200.705.100	Engineering Services	854	12,000	1.5%	5,754
200.200.705.300	Data Processing	247	500	7.1%	342
200.200.706.000	Dues & Certifications	151	350	49.4%	440
200.200.707.000	City Hall Maintenance	100	1,000	43.1%	471
200.200.707.200	City Hall Annex Maintenance	0	700	10.0%	60
200.200.707.300	City Hall Annex Rental	0	2,271	0.0%	2,271
200.200.708.100	Tool & Equipment Rental	38	500	0.0%	316
200.200.799.000	Misc Expense	360	500	7.6%	0
		36,699	91,271	40.2%	66,808
200.200.840.000	Transfer to Equipment Replace	0	1,500	0.0%	3,000
200.200.870.000	Transfer to Building Reserve	0	2,500	0.0%	2,500
200.200.875.000	Transfer to Street Capital	0	50,000	0.0%	60,000
		0	54,000	0.0%	65,500
200.200.880.000	Contingency	0	20,788	0.0%	0
		0	20,788	0.0%	0
200.200.903.000	Equipment	219	1,000	21.9%	547
200.200.904.100	City Hall Annex Improvements	0	1,000	0.0%	0
200.200.904.200	City Shops/Yards Improvements	919	1,500		0
200.200.910.000	Street Improvements	0	1,000	0.0%	0
		1,138	4,500	25.3%	547
	Total Fund 200 Revenue	168,816	208,242	81.1%	249,836
	Total Fund 200 Expenses	55,120	208,242	26.5%	162,519
	Fund Balance	113,696			87,317

Water Fund

300.000.400.000	Working Capital (accrual)	317,192	276,274	114.8%	311,043
300.000.404.000	Interest	802	2,000	40.1%	2,057
300.000.421.300	Late Fees	9,694	13,000	74.6%	12,180
300.000.450.000	Water Service Charges	392,794	718,000	54.7%	692,122
300.000.451.000	Water Deposit	3,893	6,250	62.3%	5,206
300.000.451.100	NSF Fees	134	100	134.0%	127
300.000.451.200	Water Off/On Fees	330	1,000	33.0%	2,066
300.000.451.300	Backflow testing fees	20	200	10.0%	0
300.000.459.999	City of Lafayette	65,826	50,000	131.7%	24,000
300.000.480.000	Misc Revenue	4,180	300	1393.3%	6,113
300.000.480.100	Water Meters	803	500	160.6%	2,165

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
		795,668	1,067,624	74.5%	1,057,079
	Salaries	46,323	94,436	49.1%	82,994
	Finge Benefits	25,320	61,659	41.1%	45,006
300.300.600.000	Utilities - electricity	13,870	35,000	39.6%	29,962
300.300.600.001	Utilities - electicity Well 5	0	3,000	0.0%	3,798
300.300.600.100	Utililities - Propane	81	800	10.1%	838
300.300.601.000	Office Expense	3,773	7,500	50.3%	8,056
300.300.601.100	Postage	2,767	3,800	72.8%	3,590
300.300.602.000	Telephone & Related	1,409	3,200	44.0%	3,108
300.300.604.000	Insurance	7,630	7,000	109.0%	5,261
300.300.608.000	Audit	3,741	4,000	93.5%	3,528
300.300.611.000	Travel & Meetings	2,024	2,000	101.2%	1,610
300.300.614.000	Equipment Repair & Maintenance	2,042	7,000	29.2%	9,086
300.300.614.100	Fuel	1,606	3,000	53.5%	2,663
300.300.614.300	Footbridge Repair & Maintenanc	0	4,000	0.0%	0
300.300.614.400	Wells/Springs Maintenance	4,147	22,000	18.9%	8,577
300.300.614.410	Gravel	0	2,500	0.0%	49
300.300.614.600	Water Line Repair & Maintenanc	1,575	15,000	10.5%	7,890
300.300.616.000	Supplies	5,421	10,000	54.2%	10,407
300.300.616.100	Safety/Uniforms	137	500	27.4%	123
300.300.616.200	Water Meters	4,871	6,000	81.2%	7,281
300.300.617.000	Shop Supplies/Small Tools	1,691	4,000	42.3%	2,688
300.300.700.000	Legal Services	4,710	9,000	52.3%	11,689
300.300.700.100	Misc Legal (non-atty)	662	500	132.4%	844
300.300.705.000	Professional Services	12,867	25,000	51.5%	32,650
300.300.705.100	Engineering Services	1,398	30,000	4.7%	19,800
300.300.705.300	Data Processing	5,022	9,000	55.8%	8,764
300.300.706.000	Dues & Certifications	7,110	4,000	177.8%	2,428
300.300.707.000	City Hall Maintenance	150	1,500	10.0%	707
300.300.707.200	City Hall Annex Maintenance	0	1,000	0.0%	60
300.300.707.300	City Hall Annex Rental	0	4,542	0.0%	4,542
300.300.708.000	Land Rental	2,000	2,050	97.6%	2,000
300.300.708.100	Tool & Equipment Rental	38	500	7.6%	316
300.300.710.000	Water Conservation Education	0	5,000	0.0%	0
300.300.750.000	Water Deposit Refunds	992	3,000	33.1%	2,531
300.300.751.000	Water Analysis	1,572	11,000	14.3%	11,156
300.300.799.000	Misc Expense	87	500	17.4%	420
		93,393	246,892	37.8%	206,422
300.300.840.000	Transfer to Equipment Replacem	0	2,500	0.0%	4,000
300.300.860.000	Transfer to Water System Capit	0	250,000	0.0%	120,000
300.300.860.100	Transfer to Debt Service Fund	0	165,000	0.0%	160,000
300.300.870.000	Transfer to Building Reserve	0	1,500	0.0%	2,500
300.300.880.000	Contingency	0	70,074	0.0%	0
		0	489,074	0.0%	286,500
300.300.903.000	Equipment	0	0	0.0%	0
300.300.904.100	City Hall Annex Improvements	0	2,000	0.0%	0
300.300.904.200	City Shops/Yards Improvements	1,225	2,000	61.3%	0
300.300.910.000	System Improvements	0	1,500	0.0%	0

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
300.300.910.200	Wellhouse Improvements	0	5,000	0.0%	0
		1,225	10,500	11.7%	0

Water Treatment Facility

	Salaries	16,195	33,116	48.9%	34,508
	Fringe Benefits	7,870	21,622	36.4%	15,884
300.301.600.000	Electricity	14,166	30,000	47.2%	26,055
300.301.600.100	Utilities - Propane	12	3,500	0.3%	3,371
300.301.601.000	Office Expense	178	600	29.7%	391
300.301.601.100	Postage	149	200	74.5%	136
300.301.602.000	Telephone	1,556	2,700	57.6%	2,951
300.301.604.000	Insurance	8,844	9,500	93.1%	7,367
300.301.608.000	Audit	398	425	93.6%	381
300.301.611.000	Travel & Meetings	34	500	6.8%	138
300.301.614.000	Equipment Repair & Maintenance	583	12,500	4.7%	818
300.301.614.100	Fuel	1,351	2,500	54.0%	2,340
300.301.616.000	Supplies	7,322	12,000	61.0%	12,393
300.301.616.100	Safety/Uniforms	51	500	10.2%	97
300.301.617.000	Small Tools/Shop Supplies	852	1,500	56.8%	1,074
300.301.700.000	Legal Services	0	500	0.0%	11
300.301.700.100	Misc Legal (non-atty)	49	500	9.8%	180
300.301.705.000	Professional Services	1,165	10,000	11.7%	2,323
300.301.705.100	Engineering Services	30	10,000	0.3%	1,235
300.301.705.300	Data Processing	1,259	4,500	28.0%	3,818
300.301.706.000	Dues & Certifications	556	1,000	55.6%	483
300.301.707.000	City Hall Maintenance	70	700	10.0%	330
300.301.707.001	Water Treatment Facility Maint	4,248	5,000	85.0%	2,675
300.301.707.200	City Hall Annex Maintenance	0	100	0.0%	6
300.301.799.000	Misc Expense	0	100	0.0%	0
		42,873	108,825	39.4%	68,573
300.301.903.000	Equipment	0	1,500	0.0%	0
		0	1,500	0%	0
	Total Fund 300 Revenue	795,668	1,067,624	74.5%	1,057,079
	Total Fund 300 Expenses	233,199	1,067,624	21.8%	739,887
	Fund Balance	562,469			317,192

Sewer Fund

400.000.400.000	Working Capital (accrual)	315,401	269,505	117.0%	287,585
400.000.404.000	Interest	576	1,400	41.1%	1,477
400.000.450.000	Sewer Service Charges	172,079	320,000	53.8%	345,986
400.000.450.100	Sewer Service Deposits	0	2,000	0.0%	2,231
400.000.451.100	NSF Fees	0	100	0.0%	0
400.000.451.300	Late Fees	0	3,500	0.0%	5,888
400.000.460.000	Land Rental	300	300	100.0%	300
400.000.480.000	Misc Revenue	2,790	100	2790.0%	2,764
400.000.490.000	Tech Assistnace Grant/Loan	0	0	0.0%	0
		491,146	596,905	82.3%	646,231

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
	Salaries	45,878	93,926	48.8%	87,216
	Fringe Benefits	24,448	61,326	39.9%	44,864
400.400.600.000	Utilities - Electricity	5,039	12,000	42.0%	10,421
400.400.600.100	Utilities - Propane	81	1,000	8.1%	838
400.400.600.200	Utilities - Water	1,930	9,500	20.3%	9,135
400.400.601.000	Office Expense	3,534	7,500	47.1%	7,370
400.400.601.100	Postage	2,871	4,000	71.8%	3,578
400.400.602.000	Telephone & Related	1,405	3,000	46.8%	2,885
400.400.604.000	Insurance	6,316	7,000	90.2%	5,261
400.400.608.000	Audit	2,431	2,600	93.5%	2,384
400.400.611.000	Travel & Meetings	87	1,600	5.4%	313
400.400.614.000	Equipment Repair & Maintenance	1,197	5,000	23.9%	4,831
400.400.614.100	Fuel	1,883	3,500	53.8%	3,193
400.400.614.300	Footbridge Repair & Maintenan	0	4,000	0.0%	0
400.400.614.400	Sewer Pond Repair & Maintenanc	8,827	10,000	88.3%	1,810
400.400.614.410	Gravel	0	2,500	0.0%	109
400.400.614.500	Liftstation Repair & Maintenanc	15,722	10,000	157.2%	3,828
400.400.614.600	Sewer Lines Repair & Maintenanc	462	10,000	4.6%	12,312
400.400.616.000	Supplies	5,824	16,000	36.4%	15,567
400.400.616.100	Safety/Uniforms	102	500	20.4%	123
400.400.617.000	Shop Supplies/Small Tools	1,401	3,000	46.7%	2,008
400.400.700.000	Legal Services	0	750	0.0%	232
400.400.700.100	Misc Legal (Non-attorney)	49	1,000	4.9%	1,008
400.400.705.000	Professional Services	3,524	11,000	32.0%	2,990
400.400.705.100	Engineering Services	1,105	15,000	7.4%	2,960
400.400.705.200	I & I Project	4,990	5,000	99.8%	4,800
400.400.705.300	Data Processing	948	3,000	31.6%	2,128
400.400.706.000	Dues & Certifications	1,518	3,600	42.2%	3,726
400.400.707.000	City Hall Maintenance	658	6,500	10.1%	3,075
400.400.707.200	City Hall Annex Maintenance	0	1,500	0.0%	121
400.400.707.300	City Hall Annex Rental	0	4,542	0.0%	4,542
400.400.708.100	Tool & Equipment Rental	76	1,000	7.6%	633
400.400.750.000	Sewer Deposit Refunds	175	1,000	17.5%	666
400.400.751.000	Sewer Analysis	890	4,000	22.3%	2,935
400.400.799.000	Misc Expense	77	1,000	7.7%	102
		73,122	171,592	42.6%	115,884
400.400.840.000	Transfer to Equipment Replace	0	3,000	0.0%	4,000
400.400.850.000	Transfer to Sewer Reserve Fund	0	100,000	0.0%	75,000
400.400.870.000	Transfer to Building Reserve	0	2,000	0.0%	2,500
400.400.880.000	Contingency	0	125,000	0.0%	0
		0	230,000	0.0%	81,500
400.400.903.000	Equipment	219	2,500	8.8%	1,367
400.400.904.001	City Hall Annex Improvements	0	2,000	0.0%	0
400.400.904.200	City Shops/Yards Improvements	1,226	2,000	0.0%	0
400.400.910.000	System Improvements	0	1,000	0.0%	0
		1,445	7,500	19.3%	1,367

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
400.400.999.000	Unappropriated Ending Balance	0	32,561	0.0%	0
	Total Fund 400 Revenue	491,146	596,905	82.3%	646,231
	Total Fund 400 Expenses	144,893	596,905	24.3%	330,831
	Fund Balance	346,253			315,400

State Revenue Sharing Fund

500.000.400.000	Working Capital (Accrual)	16,333	7,818	208.9%	13,026
500.000.404.000	Interest	25	60	41.7%	63
500.000.424.000	State of Oregon	11,498	20,000	57.5%	22,203
500.000.480.000	Misc Income	60	2,500	2.4%	3,628
		27,916	30,378	91.9%	38,920
500.500.604.000	Insurance	632	700	90.3%	526
500.500.608.000	Audit	164	175	93.7%	144
500.500.611.000	Travel & Related Expenses	1,088	500	217.6%	522
500.500.700.000	Legal Services	859	5,000	17.2%	2,647
500.500.706.000	Dues & Certifications	546	500	0.0%	315
500.500.752.000	City Council Expense	2,275	6,500	35.0%	6,633
500.500.752.100	City County Dinner	2,421	1,000	242.1%	1,062
500.500.752.200	Community Projects	2,996	5,000	59.9%	4,785
500.500.752.220	Task Force - Downtown Revitali	2,500	3,000	83.3%	3,000
500.500.752.230	Task Force - Police Services	0	100	0.0%	0
500.500.752.600	Dayton Harvest Festival	4,917	4,500	109.3%	2,768
500.500.799.000	Misc Expense	0	500	0.0%	185
500.500.840.000	Transfer to the General Fund	0	0	0.0%	0
500.500.903.000	Council Chambers Furnishings	0	750	0.0%	0
500.500.903.100	Community Center Furnishings	0	2,153	0.0%	0
		18,398	30,378	60.6%	22,587
	Total Fund 500 Revenue	27,916	30,378	91.9%	38,920
	Total Fund 500 Expenses	18,398	30,378	60.6%	22,587
	Fund Balance	9,518			16,333

Water Utility Capital Fund

600.000.400.000	Working Capital (Accrual)	108,749	70,517	154.2%	378,074
600.000.404.000	Interest	587	1,000	58.7%	1,506
600.000.420.000	System Development Charges	7,266	10,899	66.7%	43,596
600.000.440.100	Safe Drinking Water Revolving Lone	50,398	65,000	77.5%	806,541
600.000.441.000	Fisher Farms Property Loan	0	0	0.0%	400,000
600.000.459.000	Transfer from Water Fund	0	250,000	0.0%	120,000
		167,000	397,416	42.0%	1,749,717
600.600.705.000	CIP & SDC Update Project	0	0	0.0%	5,000
600.600.910.100	Engineering Services	25,484	30,000	84.9%	65,225
600.600.920.000	Land Acquisition	0	0	0.0%	775,817
600.600.925.000	YWRA expense	0	72,000		0

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
600.600.930.100	Wells & System Improvements	248,760	233,616	106.5%	794,926
600.600.930.600	Reservoir Maintenance	30,852	61,800		0
		305,096	397,416	76.8%	1,640,968
	Total Fund 600 Revenue	167,000	397,416	42.0%	1,749,717
	Total Fund 600 Expenses	305,096	397,416	76.8%	1,640,968
	Fund Balance	-138,096			108,749

Sewer Utility Capital Fund

700.000.400.000	Working Capital - accrual	144,011	129,404	111.3%	382,094
700.000.404.000	Interest	360	750	48.0%	923
700.000.420.000	System Development Charges	2530	3,795	66.7%	15,180
700.000.459.300	Transfer from Sewer Fund	0	100,000	0.0%	75,000
		146,901	233,949	62.8%	473,197
700.700.705.000	CIP & SDC Update Project	0	0	0.0%	5000
700.700.880.000	Contingency	0	10,449	0	0
700.700.910.000	System Improvements	72,360	200,000	36.2%	302,093
700.700.930.300	Lift Station Improv/Replace	0	23,500	0.0%	22,094
		72,360	233,949	30.9%	329,187
700.700.999.000	Unappropriated Ending Balance	0	0	0.0%	
					473,197
	Total Fund 700 Revenue	146,901	233,949	62.8%	329,187
	Total Fund 700 Expenses	72,360	233,949	30.9%	144,010
	Fund Balance	74,541			

Equipment Replacement Reserve Fund

750.000.400.000	Working Capital - accrual	15,328	15,317	100.1%	43,944
750.000.404.000	Interest	67	150	44.7%	171
750.000.459.100	Transfer from Street Fund	0	1,500	0.0%	3,000
750.000.459.200	Transfer from Water Fund	0	2,500	0.0%	4,000
750.000.459.300	Transfer from Sewer Fund	0	3,000	0.0%	4,000
750.000.459.400	Transfer from General Fund	0	1,500	0.0%	1,500
		15,395	23,967	64.2%	56,615
750.750.903.000	Equipment	0	23,967	0.0%	12,500
750.750.903.100	Replace Diesel Truck	0	0	0.0%	28,787
		0	23,967	0.0%	41,287
	Total Fund 750 Revenue	15,395	23,967	64.2%	56,615
	Total Fund 750 Expenses	0	23,967	0.0%	41,287
	Fund Balance	15,395			15,328

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
Building Reserve Fund					
760.000.400.000	Working Capital - Accrual	60,086	60,054	100.1%	47,054
760.000.404.000	Interest	208	500	41.6%	532
760.000.459.100	Transfer from Street Fund	0	2,500	0.0%	2,500
760.000.459.200	Transfer from Water Fund	0	1,500	0.0%	2,500
760.000.459.300	Transfer from Sewer Fund	0	2,000	0.0%	2,500
760.000.459.400	Transfer from General Fund	0	5,000	0.0%	5,000
760.000.490.100	Energy Efficiency Grants	0	65,000	0.0%	0
		60,294	136,554	44.2%	60,086
760.760.930.000	Building Construction	0	10,000	0.0%	0
760.760.930.100	City Maint Shop Improvements	4642	10,000	46.4%	0
760.760.930.300	Community Center	45,016	110,000	40.9%	0
		49,658	130,000	38.2%	0
760.760.999.000	Unappropriated ending fund balance		6,554		
	Total Fund 760 Revenue	60,294	136,554	44.2%	60,086
	Total Fund 760 Expenses	49,658	136,554	36.4%	0
	Fund Balance	10,636			60,086

Street Capital Projects Fund					
770.000.400.000	Working Capital - accrual	111,014	99,139	112.0%	127,964
770.000.404.000	Interest	333	650	51.2%	854
770.000.420.000	System Development Charges	2,250	3,375	66.7%	11,250
770.000.459.100	Transfer from Street Fund	0	50,000	0.0%	60,000
770.000.490.200	SCA Grant/ODOT Grants	152,429	175,000	87.1%	0
770.000.490.300	Sidewalk Imprvment Reimb	1300	2,600	50.0%	0
		267,326	330,764	80.8%	200,068
770.770.705.000	CIP & SDC Update Project	0	0	0.0%	1560
770.770.880.000	Contingency	0	3,764	0.0%	0
770.770.910.000	Street Capital Projects	6136	41,000	15.0%	52,113
770.770.910.100	Sidewalk 5th to School Crosswa	175,608	210,000		0
770.770.910.200	Sidewalk Improvements	44,160	76,000	58.1%	35,380
		225,904	330,764	68.3%	89,053
	Total Fund 770 Revenue	267,326	330,764	80.8%	200,068
	Total Fund 770 Expenses	225,904	330,764	68.3%	89,053
	Fund Balance	41,422			111,015

Park Capital Projects Fund					
780.000.400.000	Working Capital - accrual	56,083	45,645	122.9%	4,109
780.000.404.000	Interest	327	750	43.6%	837
780.000.420.000	System Development Charges	200	300	66.7%	1,000
780.000.459.400	Transfer from General Fund	0	30,000	0.0%	12,000
780.000.459.700	Local Government Grant	0	0	0.0%	48,036

Account Number	Account Title	07/14-12/14 Cur YTD Actual	2014-15 Cur Year Budget		2013-14 Pri Year Actual
		56,610	76,695	73.8%	65,982
780.780.705.000	CIP & SCD Update Project	0	0	0.0%	1,425
780.780.920.200	Courthouse Sq Park Improve	12,338	68,695	18.0%	0
780.780.920.300	Andrew Smith Park Improvements	0	8,000	0.0%	8,474
		12,338	76,695	16.1%	9,899
	Total Fund 780 Revenue	56,610	76,695	73.8%	65,982
	Total Fund 780 Expenses	12,338	76,695	16.1%	9,899
	Fund Balance	44,272			56,083

Debt Service Fund

850.000.400.000	Workin Capital - Accrual	331,454	331,394	100.0%	290,578
850.000.404.000	Interest	375	850	44.1%	960
850.000.459.000	Transfer from Water Fund	0	165,000	0.0%	160,000
850.000.459.999	City of Lafayette	23,249	23,249	100.0%	23,249
		355,078	520,493	68.2%	474,787
850.850.774.000	Debt Svc to Bonds (Principal)	115,151.00	115,000	100.1%	114,011
850.850.776.000	Debt Svc to Bonds (Interest)	28,182.00	28,333	99.5%	29,322
850.850.777.000	Fisher Farms Property Payments	88,488.00	92,000	96.2%	0
850.850.778.000	Debt Service to Springs	3,239.00	5,000	64.8%	0
		235,060	240,333	97.8%	143,333
850.850.779.000	Reserve for Lafayette loan	0	11,340	0.0%	0
850.850.999.000	Unappropriated Ending Balance	0	268,820	0.0%	0
		0	280,160		0
	Total Fund 850 Revenue	355,078	520,493	68.2%	474,787
	Total Fund 850 Expenses	235,060	520,493	45.2%	143,333
	Fund Balance	120,018			331,454

TO: MAYOR WYTOSKI AND CITY COUNCIL MEMBERS

**THROUGH: SCOTT PINGEL
CITY MANAGER**

**FROM: STEPHEN SAGMILLER
PUBLIC WORKS DIRECTOR**

SUBJECT: PUBLIC WORKS ACTIVITIES REPORT JANUARY 2015

Water:

Regulatory Samples bi weekly
Daily rounds
Work orders
Install backflow at Arlan McDougall
Repair waterline Fletcher Rd
Repair waterline at Lagoons
Repair lighting at Treatment Plant
Locates
Meter reading
Meter Re Reads
Turn ons / turn offs
Water Report to Lafayette
Receive chemicals at Treatment Plant
Meter replacement (various)
Door hangers
Equipment maintenance
Springs online
Calibrate springs analyzers
Replace meter boxes (various)

Wastewater:

Regulatory Samples bi weekly
Daily Rounds
RO and MBR operation at Lagoons
Nutria removal at lagoons
Check operation of lift stations daily
Repair valve at Footbridge Lift Station
Locates
DMR to DEQ
Meet with DEQ on permit renewal

Parks:

Clean Restrooms at park daily
Dump garbage all parks
Cut brush at Legion Field
Fountain work at CH Sq continues
Repair damage at restrooms
Repair water leak at restrooms

Facilities:

Dump garbage at CC
Mop CC
Fire extinguisher checks
Eye wash station service (various)
Move supplies at FF property

Storm water:

Locates

Streets:

Trim brush at 3rd St.
Grade road at Lagoons
Sidewalk inspections
Repair at 6th St
Repair at 7th St
Repair at Palmer Way
Repair at Maple St

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Misc:

Deliver agendas
Meet with Lafayette and Utility Services
Meet with Aqua Array
Meet with Tony Bernards

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	
12/14	12/30/2014	20136	694	GPEC Electrical Contractors	2359	1	300.300.614.40	.00	617.44-	V
12/14	12/30/2014	20139	1082	Josiah Phillipsen	091914	1	300.300.750.00	.00	94.94-	V
12/14	12/01/2014	20284	614	Frontier	864-3275 11	1	400.400.602.00	.00	80.21	
12/14	12/01/2014	20285	1098	Petty Cash	120114	5	100.100.601.00	.00	198.82	
12/14	12/01/2014	20286	1099	Carol Jensen	120114	1	500.500.752.00	.00	100.00	
12/14	12/15/2014	20288	898	Trini Marquez	112714	1	100.100.750.20	.00	350.00	
12/14	12/16/2014	20289	998	Carolyn Wildhaber	121514	1	500.500.752.00	.00	684.00	
12/14	12/16/2014	20290	670	Corey Brown	121014	2	100.103.611.00	.00	351.60	
12/14	12/17/2014	20291	238	A&E Security & Electronic	126443	1	300.301.707.00	.00	519.00	
12/14	12/17/2014	20292	329	Alexonet Inc	265	10	400.400.705.30	.00	483.70	
12/14	12/17/2014	20293	228	AMSAN, LLC	323278671	10	400.400.601.00	.00	396.43	
12/14	12/17/2014	20294	1093	AquaArray LLC	01-00002	1	400.400.705.00	.00	4,960.00	
12/14	12/17/2014	20295	179	Aramark Uniform Services	861513172	10	100.104.707.00	.00	142.31	
12/14	12/17/2014	20296	276	ASI	113014	1	100.100.705.00	.00	7.50	
12/14	12/17/2014	20297	127	Baker & Taylor	Multiple	1	100.104.715.00	.00	779.71	
12/14	12/17/2014	20298	151	Beery, Elsner & Hammond	11945	3	300.300.700.00	.00	2,617.50	
12/14	12/17/2014	20299	125	Canon Solutions America	Multiple	10	400.400.601.00	.00	325.72	
12/14	12/17/2014	20300	255	Cascade Columbia	Multiple	1	300.301.616.00	.00	2,780.20	
12/14	12/17/2014	20301	166	Cascade Form Systems	Multiple	2	400.400.601.00	.00	621.16	
12/14	12/17/2014	20302	222	Caselle, Inc	61900	10	400.400.705.30	.00	545.00	
12/14	12/17/2014	20303	258	Chemeketa Community College	04-DEC-201	1	100.104.710.00	.00	129.16	
12/14	12/17/2014	20304	105	City of Dayton	Multiple	1	300.301.707.00	.00	2,278.46	
12/14	12/17/2014	20305	362	City of Newberg	NOV 2014	2	100.106.716.10	.00	1,330.50	
12/14	12/17/2014	20306	169	City of Yamhill	190	1	101.101.705.40	.00	250.00	
12/14	12/17/2014	20307	860	City Sweepers, LLC	8216	1	200.200.614.40	.00	810.00	
12/14	12/17/2014	20308	423	Comcast Cable	0578164 112	1	300.301.602.00	.00	117.85	
12/14	12/17/2014	20309	148	Davison Auto Parts	397845	6	400.400.617.00	.00	140.28	
12/14	12/17/2014	20310	111	DCBS Fiscal Services	NOV 2014	1	100.106.700.35	.00	35.64	
12/14	12/17/2014	20311	1092	Dr. HVAC	Multiple	1	300.300.705.00	.00	3,013.00	
12/14	12/17/2014	20312	789	Edge Analytical	Multiple	1	300.300.751.00	.00	326.00	
12/14	12/17/2014	20313	1060	ENAUQA	1400610-IN	1	700.700.910.00	.00	2,587.50	
12/14	12/17/2014	20314	1102	Endress + Hauser	6001701981	1	300.300.616.00	.00	1,196.47	
12/14	12/17/2014	20315	543	Ferrellgas	Multiple	1	100.100.600.10	.00	1,023.92	
12/14	12/17/2014	20316	261	First Aid Plus	41456	10	400.400.601.00	.00	62.45	
12/14	12/17/2014	20317	614	Frontier	Multiple	1	300.300.602.00	.00	274.10	
12/14	12/17/2014	20318	353	Gormley Plumbing	Multiple	1	300.301.707.00	.00	200.41	
12/14	12/17/2014	20319	694	GPEC Electrical Contractors	Multiple	1	400.400.614.50	.00	12,337.82	
12/14	12/17/2014	20320	780	Guardian Fire Protection Inc	127976	1	100.100.707.30	.00	113.00	
12/14	12/17/2014	20321	178	Hach Company	Multiple	1	300.301.616.00	.00	2,843.56	
12/14	12/17/2014	20322	870	Heather Nelson	120914	1	500.500.752.20	.00	88.58	
12/14	12/17/2014	20323	134	Iron Mountain Records Mgmt	KYK4828	10	400.400.601.00	.00	52.26	
12/14	12/17/2014	20324	491	K. L. Bowers Concrete	121014	1	780.780.920.20	.00	12,337.50	
12/14	12/17/2014	20325	139	Lowe's	Multiple	6	400.400.617.00	.00	232.46	
12/14	12/17/2014	20326	121	McMinnville Water & Light	67508 11211	1	300.301.600.00	.00	336.51	
12/14	12/17/2014	20327	124	Mid-Willamette Valley COG	1415179	1	100.105.705.20	.00	1,424.50	
12/14	12/30/2014	20328	109	News Register	3456244	1	100.100.700.10	.00	.00	V
12/14	12/17/2014	20329	1100	Norma Zapien & Benjamin Uribe	120114	1	300.300.750.00	.00	57.10	
12/14	12/17/2014	20330	110	Northwest Logging Supply	207400	6	400.400.617.00	.00	28.50	
12/14	12/17/2014	20331	871	OfficeMax Inc	Multiple	10	400.400.601.00	.00	124.16	
12/14	12/17/2014	20332	758	OHA - Cashier	2015 FEE	1	300.300.706.00	.00	75.00	
12/14	12/17/2014	20333	173	One Call Concepts, Inc.	4110345	2	400.400.799.00	.00	5.28	
12/14	12/17/2014	20334	1085	Oregon Department of Revenue	1257502-8 5	1	300.301.706.00	.00	107.00	
12/14	12/17/2014	20335	163	Oregon Dept of Revenue	NOV 2014	1	101.101.700.35	.00	414.00	

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
12/14	12/17/2014	20336	1096	Parker Concrete, Inc	Multiple	1	200.200.614.40	.00	1,370.00
12/14	12/17/2014	20337	103	PGE	Multiple	1	400.400.600.00	.00	5,446.69
12/14	12/17/2014	20338	218	Platt	F517231	1	200.200.616.00	.00	77.91
12/14	12/17/2014	20339	621	Portland Engineering, Inc	4509	2	300.301.705.10	.00	60.00
12/14	12/17/2014	20340	747	Protec Inc	740503	1	100.100.707.30	.00	90.00
12/14	12/17/2014	20341	739	Raugust Excavating Inc	PAY EST 4	1	770.770.910.10	.00	16,530.00
12/14	12/17/2014	20342	106	Recology Western Oregon	Multiple	2	200.200.603.00	.00	592.87
12/14	12/17/2014	20343	751	Roth Heating & Cooling	W80441	1	100.100.707.30	.00	100.50
12/14	12/17/2014	20344	651	Roto-Rooter	GN242384	1	400.400.614.60	.00	462.00
12/14	12/17/2014	20345	937	Schulz-Clearwater Sanitation, Inc	271949	1	100.103.619.00	.00	141.00
12/14	12/17/2014	20346	903	Scott Pingel	121114	10	400.400.611.00	.00	63.17
12/14	12/17/2014	20347	295	Sensus Metering Systems	ZA15011895	1	300.300.705.30	.00	1,570.34
12/14	12/17/2014	20348	1101	Sherr Sinicki	120614	1	100.100.750.20	.00	350.00
12/14	12/17/2014	20349	119	Sprint	414585229-1	10	400.400.602.00	.00	309.84
12/14	12/17/2014	20350	417	Stevens Water Monitoring	224531	1	300.300.616.00	.00	297.50
12/14	12/17/2014	20351	171	Terminix Processing Center	340454077	10	100.104.707.00	.00	64.00
12/14	12/17/2014	20352	818	Thyssenkrupp Elevator Corp	3001441390	1	100.100.707.30	.00	528.90
12/14	12/17/2014	20353	1006	US Bank	Multiple	1	300.300.706.00	.00	698.82
12/14	12/17/2014	20354	186	VFW post # 10626	14-1011	1	101.101.705.00	.00	37.50
12/14	12/17/2014	20355	154	Westech Engineering, Inc	Multiple	1	600.600.910.10	.00	9,574.78
12/14	12/17/2014	20356	112	Wilco	Multiple	7	400.400.614.10	.00	158.14
12/14	12/17/2014	20357	164	Yamhill Co Public Works Dept	Multiple	5	400.400.614.00	.00	1,109.13
12/14	12/17/2014	20358	114	Yamhill County Sheriff	2014-D3	1	101.101.705.10	.00	9,750.46
12/14	12/17/2014	20359	115	Yamhill County Sheriff	14-011	1	101.101.700.35	.00	103.00
12/14	12/17/2014	20360	117	YCOM	2549	1	101.101.770.00	.00	2,129.00
12/14	12/31/2014	20361	190	AFLAC	147510	1	100.000.220.00	.00	241.52
12/14	12/31/2014	20362	189	CIS Trust	JAN 2015	22	400.400.594.00	.00	7,012.46
12/14	12/31/2014	20363	519	Comcast Cable - phone	0011596 121	10	400.400.602.00	.00	298.15
12/14	12/31/2014	20364	614	Frontier	503-864-327	1	400.400.602.00	.00	80.21
12/14	12/31/2014	20365	694	GPEC Electrical Contractors	2359 102314	1	300.300.614.60	.00	617.44
12/14	12/31/2014	20366	1103	Interstate Crane Rental	48104	1	400.400.614.40	.00	907.43
12/14	12/31/2014	20367	1104	Jose Tobias Plascencia	122014	1	100.100.750.20	.00	375.00
12/14	12/31/2014	20368	1082	Josiah Phillipson	123014	1	300.300.750.00	.00	94.94
12/14	12/31/2014	20369	1105	Kimberly Richman	122114	1	100.100.750.20	.00	200.00
12/14	12/31/2014	20370	256	Oregon Dept of Revenue	12/31/14 PR	1	100.000.212.00	.00	1,844.09
12/14	12/31/2014	20371	103	PGE	Multiple	1	300.300.600.00	.00	730.75
12/14	12/31/2014	20372	116	Pitney Bowes	9919847-DC	10	400.400.601.10	.00	428.25
12/14	12/31/2014	20373	213	Pitney Bowes Purchase Power	36959021 12	10	400.400.601.10	.00	2,000.00
12/14	12/31/2014	20374	119	Sprint	414585229-1	10	400.400.602.00	.00	310.84
12/14	12/31/2014	20375	805	Twin Towers, LLC	122614	1	300.300.750.00	.00	81.71
12/14	12/31/2014	20376	500	Willamette Valley Medical	99205775 11	8	400.400.705.00	.00	110.00
12/14	12/31/2014	20377	1106	HRA VEBA Trust	YA549	10	400.400.594.00	.00	3,800.00
12/14	12/30/2014	20378	513	Elizabeth Wytoski	123014	1	500.500.752.00	.00	95.03
Grand Totals:								.00	130,426.82