

**AGENDA
DAYTON CITY COUNCIL
REGULAR SESSION**



DATE: MONDAY, JUNE 4, 2018
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>
A.	CALL TO ORDER & PLEDGE OF ALLEGIANCE	
B.	ROLL CALL	
C.	PUBLIC HEARINGS	
	<i>The City Council will hold a public hearing to obtain citizen input on a proposed sewer rate increase.</i>	
	<i>The City Council will hold a public hearing to obtain citizen input on the budget for the fiscal year beginning July 1, 2018 as approved by the City of Dayton Budget Committee.</i>	
	<i>The City Council will hold a public hearing to obtain citizen input on the proposed uses of State Revenue Sharing Funds in the City of Dayton FY 2018/2019 Budget.</i>	
D.	APPEARANCE OF INTERESTED CITIZENS	
This time is reserved for questions or comments from persons in the audience on any topic.		
E.	CONSENT AGENDA	
	1. Regular Session, November 6, 2017	1-6
F.	CITY/COUNTY TOWNHALL DISCUSSION	
G.	ACTION ITEMS	
	1. Your Community Mediators Donation Request	7-12
	2. Homeward Bound Donation Request	13-14
	3. YCTA Donation Request	15-24
	4. Approval of Recology Western Oregon Proposed Rate Increase	25-32
	5. Approval of Resolution 17/18-13 Police Services	33-39
	6. Approval of Resolution 17/18-14 5 th Street Overlay and Small Cities Allotment Grant	41-56
	7. Approval of Resolution 17/18-15 9 th Street Lift Station	57-60
	8. Approval of Resolution 17/18-16 DLCD Housing Assistance	61-66
	9. Approval of Resolution 17/18-17 Sewer Rate Increase	67-70
	10. Approval of Resolution 17/18-18 Joint Mayor's Letter Regarding Building Code Division Decision	71-74
	11. 2018 Water Discussion	75-77

H. CITY COUNCIL COMMENTS/CONCERNS

I. INFORMATION REPORTS

1. City Manager's Report

78-80

J. ADJOURN

Posted: 05.31.18

Rochelle Roaden, 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

City Council Work Session, Monday, June 18, 2018

City Hall Annex, 408 Ferry St, Dayton

MINUTES
DAYTON CITY COUNCIL
REGULAR SESSION
NOVEMBER 6, 2017

PRESENT: Mayor Elizabeth Wytoski
Councilor John Bixler
Councilor John Collins
Councilor Kitty Mackin
Councilor Trini Marquez
Councilor Nikki McGraw
Councilor Darrick Price

ABSENT:

STAFF: Scott Pingel, City Manager
Rochelle Roaden, City Recorder
Steve Sagmiller, Public Works Director
Denny Muchmore, City Engineer

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Wytoski called the meeting to order at 6:30 pm and those present gave the Pledge of Allegiance.

B. ROLL CALL

Mayor Wytoski noted there was a quorum with all Councilors present.

C. APPEARANCE OF INTERESTED CITIZENS

Pam Horst, 414 5th Street, Dayton, Oregon, gave an update on the last Dayton School Board meeting.

Kelly Haverkate, 523 Ash Street, Dayton, Oregon, on behalf of the Dayton Community Development Association, wanted to make sure everyone received their invitation for the appreciation event on Monday, November 13th. Kelly publically thanked Scott Pingel, City Manager, for his work over the years and stated that he will be missed.

D. ACTION ITEMS

1. 2016-2017 Financial Audit Report

Tom Glogau, Grover, Mueller and Swank, presented the 2016-2017 financial statements including a financial ratios report with benchmark information. He further noted that there were no adjusting entries in the audit which speaks well of staff and that the financial data provided throughout the year is reliable data.

2. City Manager Recruitment Discussion

Sean O'Day, Mid-Willamette Valley Council of Governments (COG), gave a brief description of his background and his current role. He further explained the recruitment process for a City Manager and the proposal for services.

Mayor Wytoski commented that she would prefer that the Council engage the COG for this process. The background and references checks are laborious and the COG has done a great job in the past. Discussion continued.

DARRICK PRICE MOVED TO APPROVE THE CITY MANAGER RECRUITMENT PROPOSAL WITH THE COUNCIL OF GOVERNMENTS FOR \$7,500. SECONDED BY JOHN BIXLER.

Motion carried with Bixler, Collins, Mackin, Marquez, McGraw, Price and Wytoski voting aye.

Sean O'Day recommended changing the agenda sequence to: Public Hearing on City Manager Recruitment Process, Approval of City Manager Recruitment Process, Public Hearing on City Manager Profile, and Approval of City Manager Profile.

E. PUBLIC HEARINGS

Mayor Wytoski opened the Public Hearing at 7:03 pm and stated the City Council will hold a public hearing to obtain citizen input on the City Manager Recruitment Process.

Sean O'Day, COG, presented the staff report detailing the process. Discussion continued.

No one had signed up to comment.

Mayor Wytoski closed the Public Hearing at 7:26 pm.

JOHN BIXLER MOVED TO APPROVE THE CITY MANAGER RECRUITMENT PROCESS AS AMENDED CHANGING A MEETING DATE FROM JANUARY 15TH TO JANUARY 16TH. SECONDED BY DARRICK PRICE.

Motion carried with Bixler, Collins, Mackin, Marquez, McGraw, Price and Wytoski voting aye.

Mayor Wytoski opened the Public Hearing at 7:27 pm and stated the City Council will hold a public hearing to obtain citizen input on the City Manager Profile.

Sean O'Day, COG, presented the staff report. Discussion continued.

No one had signed up to comment.

Mayor Wytoski closed the Public Hearing at 7:37 pm.

JOHN COLLINS MOVED TO APPROVE THE CITY MANAGER PROFILE AS AMENDED CHANGING THE CITY HALL PHOTO CAPTION TO INCLUDE LIBRARY. SECONDED BY DARRICK PRICE.

Motion carried with Bixler, Collins, Mackin, Marquez, McGraw, Price and Wytoski voting aye.

F. ACTION ITEMS CONTINUED

3. Approval of Mutual Agreement and Order with the Oregon Department of

Environmental Quality (DEQ)

Scott Pingel, City Manager, explained the renewal process for our NPDES permit which allows the City to discharge treated sewer water to the river. Currently DEQ is looking at new mercury removal requirements for NPDES permits and therefore a new permit may not be possible at this time. DEQ has suggested the City enter into this agreement allowing the City to continue discharging under the current NPDES permit conditions while the mercury removal requirements are established. This agreement provides much needed leeway for the City in regards to treatment and discharge. Discussion continued.

JOHN BIXLER MOVED APPROVAL OF MUTUAL AGREEMENT AND ORDER NUMBER 2017-183 WITH THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY. SECONDED BY KITTY MACKIN. *Motion carried with Bixler, Collins, Mackin, Marquez, McGraw, Price and Wytoski voting aye.*

4. **Approval of Resolution 17/18-6 Changing Signature Authority for City Checking Account**

Mayor Wytoski commented that with Scott Pingel leaving, we will be down one signer until the new City Manager is brought on board. She recommended adding Darrick Price since he is working close and available.

KITTY MACKIN MOVED APPROVAL OF RESOLUTION 17/18-6 A RESOLUTION CHANGING SIGNATURE AUTHORITY FOR US BANK PRIMARY CHECKING ACCOUNT TO INCLUDE ELIZABETH WYTOSKI, JOHN BIXLER, JOHN COLLINS AND DARRICK PRICE. SECONDED BY JOHN BIXLER. *Motion carried with Bixler, Collins, Mackin, Marquez, McGraw, Price and Wytoski voting aye.*

5. **Approval of Resolution 17/18-7 Appointing an Interim City Manager and Establishing Employment Conditions**

Mayor Wytoski stated Scott Pingel's final day is December 1, 2017. After discussing options with Sean O'Day, COG, she proposes appointing Rochelle Roaden as Interim City Manager to manage day to day operations, administration, and staff issues. Discussion continued.

KITTY MACKIN MOVED APPROVAL OF RESOLUTION 17/18-7 A RESOLUTION APPOINTING AN INTERIM CITY MANAGER AND ESTABLISHING EMPLOYMENT CONDITIONS. SECONDED BY TRINI MARQUEZ. *Motion carried with Bixler, Collins, Mackin, Marquez, McGraw, Price and Wytoski voting aye.*

6. **Approval of Resolution 17/18-8 Establishing Signature Authority for On-Going Projects**

Mayor Wytoski stated that due to her working with Scott Pingel on the on-going projects that it makes sense to give her the authority to deal with projects until a new City Manager is brought on board. Once a new City Manager is hired, the Council will need to give project authority as the Charter does not designate it. Discussion continued.

DARRICK PRICE MOVED APPROVAL OF RESOLUTION 17/18-8 A RESOLUTION ESTABLISHING AUTHORITY FOR THE EXECUTION OF PROJECT DOCUMENTS, CONTRACTS, PAY AND REIMBURSEMENT REQUESTS. SECONDED BY JOHN COLLINS.

Motion carried with Bixler, Collins, Mackin, Marquez, McGraw, Price and Wytoski voting aye.

7. Approval of Resolution 17/18-9 Adopting Public Works Design Standards Update No. 8

Scott Pingel and Denny Muchmore, City Engineer, presented the update. Discussion continued.

JOHN BIXLER MOVED APPROVAL OF RESOLUTION 17/18-9 A RESOLUTION ADOPTING PUBLIC WORKS DESIGN STANDARDS UPDATE NUMBER 8 DEPENDENT UPON THE COST OF THE METER BOXES. SECONDED BY DARRICK PRICE.

Motion carried with Bixler, Collins, Mackin, Marquez, McGraw, Price and Wytoski voting aye.

G. CITY COUNCIL COMMENTS AND CONCERNS

Councilor Mackin asked when the handicapped parking lines will be repainted in front of City Hall. Scott Pingel stated he had not heard back from ODOT on their scheduling.

Councilor Marquez asked if the street cleaner had changed their schedule from the first Tuesday. Scott Pingel stated he was not aware of any changes but would check into it.

Councilor Price asked if there was a meeting on November 20th. Mayor Wytoski stated the 20th would be our annual holiday party in place of the working session.

Councilor Price stated that he had appreciated working with Scott Pingel for the last few years. He further stated that Scott had done a great job as City Manager.

Councilor Collins inquired into a check written for Suzanne Hurford for \$2000 listed on the September Check Report. Scott Pingel stated that this is the annual payment for leasing property at the watershed.

Councilor Collins commented that the Council knows about the Facebook page he moderates and that he makes sure to inform readers that it has nothing to do with the City. He is planning to hand this off to someone who has the wear-with-all to manage it well. He wants to step away as he does not like being a

Councilor and doing this work. If anyone knows of someone who might be interested to let him know.

Councilor Collins asked if there was an information piece being worked on for Dayton's historical homes to be given to the homeowners. Scott Pingel stated that the Historic Preservation Committee took on that project a few years ago and sent a letter out to homeowners.

Councilor Collins inquired about the Transient Lodging Tax handout and the listing of Westhaven, LLC. Scott remarked that they did pay their taxes and Heather Martin, City Attorney, stated that if they did the activity, then they owe the tax. The tax is evidence that they are operating in an illegal manner. Scott and Heather put together a cease and desist letter as they are operating illegally and that the fine could be \$500 per day. The letter was mailed to Westhaven, LLC.

Councilor Bixler thanked Scott Pingel for serving the City of Dayton.

Councilor McGraw asked about the status of the Dayton Landing. Mayor Wytoski commented that it's been an ongoing process and that she had asked the County to transfer ownership about three years ago because they have failed to maintain it adequately. From communications with the County Parks Manager, a Marine Board grant is jointly being pursued. This will fund parking lot improvements with lighting, new spaces and replacement of the dock. The planning and permitting process is extensive and could take 3-4 years.

Councilor McGraw thanked Scott Pingel for his service.

Mayor Wytoski stated that the High School is having a Veteran's Assembly for Veteran's Day and are providing lunch for the Veterans. She asked if the Council supported donating \$300 to help cover the cost of the lunch which is approximately \$800 and was not planned to cost this much. They are worried they will have to turn away Veterans for lunch. The Council cannot take action but if anyone is opposed, please comment. No one was opposed.

Mayor Wytoski commented that the Holiday party will be Monday, November 20th. The Mayor and Staff are cooking the food and it will be held at the Community Center.

H. INFORMATION REPORTS

1. City Manager Report

Scott Pingel gave an update on the Transient Lodging Tax report handed out noting the revenue has exceeded at mid-year what we received in total for the prior year. This is mainly due to the RV park revenue.

Scott stated that the City has received our preliminary determination on the West Parcel water rights at Fisher Farms. It has been noticed in the News Register and with no responses we should be getting the final determination. Out of the East Parcel our water rights include 442.5 gallons per minute. The East Parcel is 533 gallons per minute for a total of 976 gallons per minute. That's the water right not the

production. Production was measured at 400 gallons per minute during the due diligence testing for all the wells.

Scott mentioned the Quarterly Financial Report which was included in the packet noting that the revenues do not include the working capital from the prior year. We are in good shape with nothing out of the ordinary except that building and planning activities have been high.

Scott stated that it has been awesome to work in Dayton and he appreciates the Council very much. He would put this Council up against any Council. It's been a pleasure to work for the Council and he has appreciated how professionally they conduct themselves and how they consider things. He would never have been able to predict the growth he has experienced here and that is due to the Council.

I. ADJOURN

There being no further business, the meeting adjourned at 8:35pm.

Respectfully submitted:

By: Rochelle Roaden
City Recorder

APPROVED BY COUNCIL on June 4, 2018.

☐ **As Written** ☐ **As Amended**

Elizabeth Wytoski, Mayor



City of Dayton

REQUEST FOR DONATION

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

Date Received:

GROUP/ORGANIZATION CONTACT INFORMATION

Name of Organization/Group: Your Community Mediators of Yamhill County

Mailing Address: PO Box 444, McMinnville, OR 97128

Contact Person: Marlana Bertram, Executive Director

Phone #: 503-435-2835

Email Address: ycm@onlinenw.com

Date of City Council Meeting you will be attending: As requested by City of Dayton

Name of representative attending Council Meeting: Marlana Bertram and/or Board of Directors member

Check should be made out to: Your Community Mediators

Date Donation is needed: July 31, 2018

REQUEST INFORMATION

Amount Requested: \$ 4,816

Number of Citizens who will benefit:

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

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

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

YCM is a volunteer-based conflict resolution/mediation service with a mission to serve residents by providing a peaceful process to address conflicts, to educate individuals with the necessary skills to resolve disputes themselves, and to promote mediation as a positive alternative to other, more adversarial approaches. City of Dayton funds will be used to provide prompt and effective responses to requests for mediation and facilitation services to Dayton residents, to continue to assist with mediation coaching at Dayton public schools, and to provide public education presentations as requested.

Will your project or event create excess funds?

☐ Yes ☒ No

What will they be used for?

FUNDRAISING

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

Fundraising Goal Amount? Grant support from State of OR

Fundraising amount earned to date: \$13,000

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

All city councils in Yamhill County are asked to support YCM financially in annual funding requests based on the value of YCM case services provided to their residents in the previous fiscal year (see attached 2016-17 Dayton Case Statistics). Funds generated have sourced 40-50% of our operating income, so it's vitally important that each city contribute their share to enable us to continue serving their residents.

City of Dayton - PO Box 339 - 416 Ferry Street - Dayton OR 97114 - (503) 864-2221

BENEFITS OF YOUR EVENT OR PROJECT?

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

Dayton residents use YCM mediation and facilitation services for a range of issues - workplace, landlord-tenant, neighbor-to-neighbor, business-consumer, family conflicts (parent/adolescent, parenting plan revisions), small claims and organizational issues. Mediation saves time and resources and creates better outcomes for the participants because they are directly developing their own solutions with the help of our trained mediators. Law enforcement and National Crime Prevention Council see mediation as a key prevention tool, keeping disputes from escalating into crimes.

Why do you think the Council should honor your request?

In addition to the \$2,250 of direct operational expense provided to Dayton residents in 2016-17, YCM volunteer mediators provided \$689 in skilled mediation services, according to the U.S. Dept. of Labor valuation scale. Additionally, YCM staff and volunteers have provided conflict resolution training and outreach peer mediation training and coaching at Dayton schools, and public outreach at local public events.

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?

To help fund our services to Dayton residents in FY2018-19, YCM is requesting \$4,816 to continue to provide a wide range of services for all Dayton residents. This also includes mediation, education and outreach resources that YCM provides to Dayton. The cost to the City of Dayton for YCM conflict resolution services - and their prompt and effective delivery - is far less than it would cost the City to provide them on their own, especially if disputes escalated into crimes.

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

Each year YCM prepares detailed reports of Dayton Case Statistics, which includes breakdowns of types of cases served, numbers of Dayton residents served in those cases, numbers of mediation events, relative operational expenses, and volunteer time invested in those cases. Referral sources are noted, along with a YCM annual budget summary. A Board and/or staff member(s) attends a Budget Committee or City Council meeting to respond to any questions.

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

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

Facilitating organizational issues, goal-settings, strategic planning sessions	Call 503-435-2835 to schedule
Staff trainings in conflict resolution skills building	Call 503-435-2835 to schedule
Peer mediation training & coaching at area schools	Caye Poe, Kathy Beckwith
Family Meeting Workshops for Dayton families	Call 503-435-2835 to schedule

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: <input type="checkbox"/> Yes <input type="checkbox"/> 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



Your Community Mediators of Yamhill County

P.O. Box 444, McMinnville, OR 97128

503-435-2835

www.ycmediators.org

Empowering people to make positive changes in the way they respond to conflict

February 15, 2018

2018 FUNDING REQUEST

\$4,816

Zoe Monahan, City Manager
Dayton City Council
City of Dayton
416 Ferry Street
Dayton, OR 97114

Spring Greetings from Your Community Mediators!

The Board and staff of Your Community Mediators wish to again thank the City of Dayton for supporting community mediation and education in your community. We are proud of how well we leverage your annual contribution to support YCM's team of 20 dedicated volunteer mediators, coordinated by YCM's executive director, to continue building a "*culture of peace*" in Dayton.

At this time each year, YCM provides to the City of Dayton the previous fiscal year's **Dayton Case Statistical Summary** which details the types of case services for Dayton residents, numbers of residents served, mediations performed and direct operational/staff expenses associated with those services.

In addition, the Summary outlines the number of hours and dollar value of volunteer mediator time associated with each of those case types. By contrast, paying for the same number hours of service from professional paid mediator time (at \$100-\$150 per hour) that would cost significantly more. And this doesn't include hours that would also be billed for case intake, scheduling, office overhead, etc.

Without Your Community Mediators and the City of Dayton's collaborative support, many Dayton residents needing to resolve various types of disputes would turn to Dayton city employees to address them, or simply would have to do without help and *conflicts might well escalate exponentially to become public safety concerns*.

The Summary also contains information about our current Budget, including revenue sources that fund our work. We apply annually for various grants and it is ***critically important*** that we receive municipal support from the Dayton to show that our community leaders value the services we provide to their residents (in addition to the funds helping keep our office doors open!) It is noteworthy that our 2017-18 Budget income decreased significantly because of a total elimination of YCM funding by the cities of McMinnville and Newberg, apparently due to increased PERS obligations and other economic stressors. We are working hard to reverse this unfortunate development.

(over)

Mediating and facilitating various types of community, family and small claims issues is our core function. We also provide public conflict resolution education and training to anyone interested in developing these skills, e.g.

- Provides semi-weekly conflict resolution classes to youth at the **County Juvenile Detention Center**,
- Holds annual **Basic Mediation Trainings** to increase the public roster of trained **conflict resolution “specialists,”**
- Makes **educational and skill-building presentations** to local groups whenever possible. Please ask if you’d like a presentation for a City department meeting, service club, etc.

Your Community Mediators partners with the Yamhill County School Attendance Court, local school districts, the Yamhill County Juvenile Department and social service agencies in developing an effective **School Truancy Mediation Program** that effectively addresses school truancy issues in the Dayton School District and in other parts of Yamhill County.

We’re excited about the advance of effective conflict resolution throughout the county, and we look forward to more in-depth discussion with you about our continued collaboration to ensure that Dayton residents have full access to YCM’s valuable range of services.

Please let us know if there is upcoming City Council meeting or Budget Committee work session we could attend to answer questions or clarify any part of our funding request/Case Statistical Summary we’ve provided.

Wishing you Peace and Prosperity always...



Renee Vorm, YCM Board Chair



Marlena I. Bertram, Executive Director

FY2016-17 DAYTON CASE STATISTICAL SUMMARY ~ YCM COMMUNITY MEDIATION PROGRAM					
CASE TYPE	# of CASES	# Dayton Residents Served	# MEDIATIONS	OPERATIONAL/STAFF EXPENSE distributed to Dayton cases	VOLUNTEER VALUATION (state rate)
					Vol Mediator Hrs @ \$32.79 \$ Volunteer Services Value
Community: Neighbor-to-Neighbor	1	5		\$ 300	-
Community: Landlord-Tenant	1	2	4	\$ 1,100	-
Community: Workplace	1	2	1	\$ 500	197
Facilitation	1	3	1	\$ 800	164
Family: Custody Disputes/Parenting Plans, Other	4	12	1	\$ 1,700	197
Family: Parent/Adolescent	1	3	1	\$ 800	131
	9	27	8	\$ 5,200	689

\$ 5,889	TOTAL CASE SERVICES VALUE during 2015-16
Operational cost + Volunteer mediator services	

Case Referral Sources			
Couts, Courthouse referral	3	Juvenile justice, School	2
Former client, word of mouth, self-referral	1	Law enforce, Gov't agency	1

In the 2016-17 fiscal year 7% of YCM's caseload served Dayton residents

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Request for FY2018-19 Program Support	
\$ 5,516	7% of 17-18 Budget, serving Dayton residents
\$ (700.00)	LESS 7% of \$10,000 Small Claims/Truancy Mediation contract
\$ 4,816	Contribution Request from City of Dayton

Your Community Mediators of Yamhill County ~ FY2017-18 Year BUDGET Snapshot			
INCOME		EXPENSE	
Grants: Oregon Legislative, Kiwanis, Jubitz, etc	29,000	Staffing Expense	62,400
Contributions from Cities in Yamhill County	21,000	Office Support	9,900
Contracts - Small Claims, Manufact Parks	12,000	Travel & Meeting Expense	1,700
Donations, Fundraising, Reserve funds	15,000	Contracted Services: taxes, review, payroll	4,200
Services Fees: Facilitations, Business, PPlan	2,800	Training, Volunteer Support & Outreach	600
Total INCOME: \$ 79,800		Total EXPENSE: \$ 78,800	

Recent history of City of Dayton contributions

2013: \$1,650 2014: 1,700 2015: \$1,500 2016: \$1,750 2017: \$1,600

The City of Dayton's contribution for YCM's FY2018-19 program support

ensures that ALL Dayton residents have access to our valuable range of services

Mediation, dispute resolution education & training, group facilitation ~ Effective conflict resolution



City of Dayton

REQUEST FOR DONATION

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

Date Received:

GROUP/ORGANIZATION CONTACT INFORMATION

Name of Organization/Group: Homeward Bound Pets

Mailing Address: PO Box 8, McMinnville, OR 97128

Contact Person: Ronnie Vostinak, Executive Director

Phone #: 971-267-3992

Email Address: ExecutiveDirector@hbpets.org

Date of City Council Meeting you will be attending:

Name of representative attending Council Meeting: Georgann Percival and Marcy McDowell

Check should be made out to: Homeward Bound Pets

Date Donation is needed: no specific date

REQUEST INFORMATION

Amount Requested: \$ 1500

Number of Citizens who will benefit: All citizens in Yamhill County can use clinic services.

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

Out of the number of citizens who will benefit from this donation, what percentage are Dayton residents?: Past yrly ave 8%

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

The funds requested will be used to cover expenses of spay/neuter surgery and vaccinations for community cats and dogs at the Homeward Bound Pets Spay/Neuter Clinic at 723 NE Evans St., in McMinnville. The standard fee for cat spay is \$65 and cat neuter is \$50; the discounted fee for cat spay or neuter is \$30. Standard fees for dogs vary between \$95 and \$120 according to sex and weight of dog; discounted fee for dog spay is \$60, dog neuter \$50. Individuals receiving discounted fees must document their qualifications to receive this assistance. Our goal is to be able to offer discounted fees to all qualified individuals and additional assistance when needed under special circumstances. We also offer discounted surgery fees to 501c3 animals shelters and rescue groups. In 2017, over 70% of our clients received discounted fees.

Will your project or event create excess funds?

☐ Yes ☒ No

What will they be used for?

FUNDRAISING

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

Fundraising Goal Amount? \$20,000 during 2018

Fundraising amount earned to date: \$3500

Please list all fundraising planned & estimate projected amounts to be earned: In 2017, the clinic met its fundraising goal of \$30,000 from the \$15,000 match from Yamhill County, contributions from cities in YC, and other public donations that totaled just over \$15,000. This year we have set a \$20,000 goal and will soon be seeking contributions from Yamhill County, all the cities in the county, and the public as well as hold a minimum of two fundraising events later in the year. 2018 requests include: Carlton \$2000, Dundee \$1500, Lafayette \$1200, McMinnville \$4000, Newberg \$1500, Sheridan \$500, Willamina \$300, Yamhill \$750, Amity \$500, and Yamhill County \$6500. We plan a fundraiser at the Lavendar Festival in July as well as one or more additional fundraising events during 2018.

City of Dayton - PO Box 339 - 416 Ferry Street - Dayton OR 97114 - (503) 864-2221

BENEFITS OF YOUR EVENT OR PROJECT?

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

Citizens of Dayton regularly participated in the HBPets community spay/neuter transport program (Feb. 2011 to Aug. 2017) that fixed over 5400 cats for citizens in Yamhill County. Dayton residents continue to be clients in our new McMinnville S/N Clinic which provides S/N surgery and vaccination services for both dogs and cats. Yamhill County citizens need affordable spay/neuter and vaccine services for pets and stray animals; many citizens cannot afford surgery prices at regular veterinary hospitals. The HBPets clinic is open to all citizens of Yamhill County at affordable prices and offers additional discounts for qualified individuals.

Why do you think the Council should honor your request?

An affordable spay/neuter program is essential for successful animal population control. Spay/neuter helps prevent the birth of unwanted kittens and puppies, reduce the number of animals needing to enter animal shelters, improve the health and longevity cats and dogs, and vaccines prevent the spread of disease, all of which help to create communities with healthy and managed pet populations. The HBPets Spay/Neuter Clinic is the only low-cost spay/neuter program in Yamhill County.

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?

It is the mission of our clinic to provide low-cost services so all citizens will be able to get their pets fixed. We are able to offer lower prices because we are a non-profit business; however, we do have many operating expenses to cover. The funds we request from the county and cities will allow us to continue to offer the discounted fees for our most needy citizens.

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

Homeward Bound Pets will be happy to report on activities and services of the Spay/Neuter Clinic whenever requested by the Dayton City Council.

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

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

The Homeward Bound Pets Spay/Neuter Clinic volunteers are trained to assist in clinic office work and in assisting the recovery of cats and dogs from surgery, and they commit their volunteer time to this mission. The Homeward Bound Pets organization would be willing to participate in Dayton community events when it would be appropriate to have cats or dogs for adoption.

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



City of Dayton

REQUEST FOR DONATION

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

Date Received:

GROUP/ORGANIZATION CONTACT INFORMATION

Name of Organization/Group: Yamhill County Transit Area (YCTA)

Mailing Address: 535 NE Fifth Street McMinnville, Oregon 97128

Contact Person: Cynthia Thompson **Phone #:** 503-474-4910

Email Address: thompsonc@co.yamhill.or.us

Date of City Council Meeting you will be attending: June 4, 2018

Name of representative attending Council Meeting: Cynthia Thompson

Check should be made out to: Yamhill County (YCTA) **Date Donation is needed:** Fiscal Year 2018/19

REQUEST INFORMATION

Amount Requested: \$ 3,054.00		Number of Citizens who will benefit: Ridership 98,735 (44,45x & 46x		
# of Citizens	Request Amount	Dayton City Council reserves the right to amend amounts to be donated.	# of Citizens	Request Amount
<input type="checkbox"/> 0 - 10	\$100		<input type="checkbox"/> 51 - 100	\$400
<input type="checkbox"/> 11 - 25	\$200		<input type="checkbox"/> 101 - 200	\$500
<input type="checkbox"/> 26 - 50	\$300		<input checked="" type="checkbox"/> 201 +	By Council

Out of the number of citizens who will benefit from this donation, what percentage are Dayton residents?: 3-4 daily boardings in Dayton based

How will the donated funds be used? (Be specific & Itemize dollar amounts) on Ride Check conducted in summer 2017 Approx 1000 Dayton rides annually

The funds will be used as match dollars for bus grants or operating grants

Will your project or event create excess funds? ☐ Yes ☒ No **What will they be used for?**

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:

The County contributes approximately \$300,000 toward YCTA's budget. Ideally, all ten cities will contribute a portion of match requirements for operating and capital grants.

BENEFITS OF YOUR EVENT OR PROJECT?**How does your project or event benefit or bring honor to the Dayton Community?**

YCTA provides commuter service between McMinnville and Tigard on Route 44. The service provides nine round trips daily, Monday through Friday and four round trips Saturday. Additionally, YCTA also provides daily Dial-A-Ride services on a limited basis. In 2016-2017, 7,805 hours of service were provided on Route 44, 45x, and 46s with an annual ridership of 98,735 and an actual cost of \$343,335.

Why do you think the Council should honor your request?

The City of Dayton is part of the Yamhill County Transit Area Transit District by resolution adopted in 2007. It is important that all ten Yamhill municipalities participate and contribute to the district to assist with match and maintain public transit service in Yamhill County. Over 80% of YCTA's revenue is provided through State and Federal grants, there is no local source of funds other than contributions.

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?

Refer to the letter sent to the City of Dayton in January 2018.

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

YCTA can provide ridership information or other information as requested. YCTA will complete its long range Transit Development Plan this fall and anticipates adoption by September 2018. There has been significant public outreach and residents of Yamhill County are very supportive of public transit services and desire more local service, shoppers shuttles, additional services in smaller communities. Visit the Project Website for additional information - www.yamhilltransitplan.com

Is your Group or Organization willing to do a volunteer project? ☐ Yes ☒ No**List the volunteer projects you are willing to complete & the date they can be completed by:****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**



535 NE 5th St
Dayton, OR 97128
503.474.4900 or 503.538.7433
www.yctransitarea.org

January 31, 2018

City of Dayton
Attn: City Manager
PO Box 339 / 416 Ferry Street
Dayton, Oregon 97114

Re: YCTA Budget Request

Dear City Manager and City Council members,

It is hard to believe it is already budget time again. This letter serves as a formal request to the City of Dayton to approve \$3,054 for Yamhill County Transit Area (YCTA). The City of Dayton is by resolution part of the YCTA transit district and the goal is for each jurisdiction in the YCTA district to include a line item in their budgets for the YCTA district.

YCTA is facing challenges with its aging fleet and although successful in securing grant funds to purchase new buses, there is a match requirement of 10 – 20 %. Match funding is the greatest immediate need for the district this coming fiscal year. We heard loud and clear during community outreach that bus stop improvements and new buses are a priority for riders and stakeholders.

The new HB 2017 funding for transit will certainly provide financial support for ongoing operating costs and implementation of short term service adjustments included in the Transit Plan. There will still be an ongoing need for match funding from the jurisdictions within the YCTA district.

Your city is part of the transit district and your contribution is essential. It leverages a considerable amount of service for your residents and visitors. Attached is a summary of ridership, service hours, and other performance data for your community.

We are very grateful for the valuable assistance that your representative provided while serving on the YCTA Advisory Committee. As you know, YCTA received a Transportation Growth Management grant for a county-wide Transit Development Plan. This planning effort is approximately 50% complete and YCTA has received valuable input from your residents, visitors and stakeholders throughout the district. The second round of outreach will take place in February 2018, and provide a forum for feedback on proposed short and long term service options.

We believe there is a strong need for public transportation services throughout the YCTA district. We hope you will decide to make this very important contribution to ensure YCTA can continue to provide services in Dayton and throughout the YCTA district.

Thank you in advance for your consideration of this request and we look forward to working with you and your team in adopting and then implementing the Transit Development Plan in 2018/19.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cynthia Thompson', with a stylized, flowing script.

Cynthia Thompson
Transit Manager

Yamhill County Transit Area
thompsonc@co.yamhill.or.us
503-474-4910



Yamhill County Transit Area

YCTA provides commuter service between McMinnville and Tigard on Route 44. The service provides nine round trips daily, Monday through Friday and four round trips Saturday. Additionally, YCTA also provides daily Dial-A-Ride services on a limited basis. In 2016-2017, 7,805 hours of service were provided on Route 44, 45x, and 46s with an annual ridership of 98,735 and an actual cost of \$343,335.

	FISCAL YEAR 2016/2017			
	Children	Senior Disabled	General Public	Total Boardings
McMinnville DAR	62	29317	86	29465
Newberg DAR	37	11909	28	11974
Total	99	41226	114	41439
Route 2	2081	9362	30624	42067
Route 3	2597	10134	31626	44357
Route 5	390	2014	5000	7404
Route 7	301	1318	4692	6311
Total	5369	22829	71942	100139
Route 11	356	3304	12981	16641
Route 22	616	6878	31317	38811
Route 24S	78	485	2042	2605
Route 33	591	2896	16937	20424
Route 44	1799	11133	72705	85637
Route 45	61	901	4828	5790
Route 46	254	948	6106	7308
Total	3756	26545	146915	177216
Special Event	6	14	33	53
McMinnville Total	8496	75358	209251	293105
Newberg Total	728	15242	9719	25689
Fixed Route Total	9125	49374	218857	277355
System Total	9230	90614	219004	318847



Yamhill County Transit Area Goals 2018/19

- Transit Development Plan
 - Complete and adopt Transit Development Plan
 - Prepare Implementation plan for short term service changes
- New buses delivered and placed in service and continue to seek grants and secure funding for bus replacements
- Request for Proposal for service provider. Contract with First Transit ends June 2019.
- Secure funding to cover shortfall for capital match \$50,000
- If DHS Contract is not adopted by June 2018, complete and adopt DHS/YCTA agreement to capture full cost reimbursement for DHS client transportation.
- Transit Technology Grant
 - Real Time Information for customers if not implemented by the end of the fiscal year
- Marketing/Customer Information
 - New image and look for YCTA buses if not completed by June
- Bus Stops/Shelters
 - Work with ODOT, Cities, and County to develop sustainable approach for siting bus stops/shelter, cleaning, maintenance, and installation.
 - Install existing shelters at key locations identified by the Transit Plan
 - Write grant for additional bus stop improvement dollars



Yamhill County Transit Area Accomplishments July 2016 – Dec 2017

◆ Operations

- Contract oversight, monthly meetings, ongoing communication with First Transit Manager, review and respond to customer complaints and incident reports.
- YCTA provided 318,847 rides during fiscal year 2016/17 with 37,177 hours of service provided in Yamhill County and 697,855 revenue vehicle miles.
- First Transit contract revised and extended through June 2019.
- Working with First Transit for short term modifications to improve route timing, reporting and customer service prior to completion of Transit Development Plan.

◆ Buses and Maintenance

- Purchased used buses to fill the gap until new buses arrive
 - (1) 2003 Eldorado Aerotech bus, 21 passenger
 - (2) 2006 Champion CTS buses, 35 passenger
- Completed procurement process to purchase (6) new buses and buses were ordered June 20, 2017. Anticipate delivery of all buses by summer 2018.
- Completed bid process for bus shelter maintenance and bus shelter cleaning and contracts are drafted. Anticipate board approval February 2018.

◆ Marketing/Customer Information

- Created new YCTA website and YCTA transit plan project website
- Participated in community events; Turkey Rama, UFO Festival
- Provided shuttles for the UFO Festival
- Rider Alerts and Community Event Notices posted on website, buses, and shelters.
- Temporary logo graphics installed on all buses without any YCTA markings

- YCTA branding and bus graphics concepts underway and anticipate implementation to take place over the summer.
- ◆ Technology
 - New digital Radios ordered and anticipate installation complete by February 2018
 - New scheduling software for demand response bid complete and anticipate implementation prior to the end of June 2018.
 - Real time information for fixed route with access for Smart phones procurement is underway. Anticipate implementation by summer 2018.
- ◆ Federal and State Compliance
 - Completed all requirements for the ODOT compliance audit.
- ◆ Planning
 - Transit Development Plan
 - Kick off January 2017 and scheduled for adoption September 2018.
 - Conducted numerous activities related to the plan
 - Organized Project Advisory Committee and prepared stakeholder mailing list and solicited PAC members from over 20 different organizations
 - Developed and continue to maintain (TDP) Project web site for TDP
 - Conducted numerous outreach activities such as on-board customer surveys, ride checks- passenger counts on all routes
 - Organized and assisted with 4 focus groups in McMinnville and Newberg and two outreach events
 - Organize YCTA/PAC meetings
 - Organize and staff community events with TDP information and distribute community surveys
- ◆ Grants
 - Special Transportation Fund Operating
 - STF sub-provider agreements adopted by the Board of Directors
 - STF Discretionary technology and bus match grant agreement approved by the Board
 - Mobile Radios- Procurement process completed
 - Radios ordered January 2018
 - Paratransit Scheduling system procurement process completed
 - Anticipate purchase order February 2018
 - Webinars with numerous potential technology vendors for smart bus technology for fixed routes
 - Procurement process underway
 - 5310 Operating Grant
 - 5310 2017-19 biennium grant agreement approved by the Board

- 5311 Operating Grant
 - 5311 2017-19 biennium grant agreement approved by the Board
- 5339 Bus Grant
 - Bus grant agreement approved by the Board for two medium duty buses; \$593,000
 - Submitted 5339 grant proposal for two medium duty buses, \$271,912, anticipate notice of grant award from FTA by February 2018.

◆ **Financial/Budgets**

- Grant Reports completed on time and submitted to ODOT quarterly
- Transit Reports submitted on time to ODOT/FTA
- County Audit
 - Assisted with 2016/17 audit
 - No findings in 2016/17 for transit
- Budgets
 - Prepared budgets for 2017/18

◆ **Committees**

- STF Advisory Committee (Feb, May, Aug, Nov)
 - Quarterly Meetings
- YCTA/PAC Advisory Committee
 - Quarterly Meetings (Jan, Apr, Jul, Oct)
 - The YCTA Advisory Committee and the Project Advisory Committee for the transit plan are meeting jointly until the Transit Plan is completed in September.

◆ **Bus Stops/Shelters**

- Developed map of bus stops
- Bus Shelter installed in Lafayette
- Negotiated with fairgrounds for a space where bus shelters can be assembled and stored until installation occurs.
- Completed bid process for outside vendor to assist with shelter/stops
- Ongoing repair of broken glass or damaged shelters
- Two Display panels for schedules and notices installed at Transit Center
- New bathroom privacy panels installed in Transit Center bathrooms to replace broken panels.

◆ **State Funding**

- HB 2017 included transit funding and estimates for Yamhill County Transit Area are approximately 1 - 1.5 million.

To: Honorable Mayor and City Councilors

From: Zoe Monahan, City Manager

Issue: Approve Recology Western Oregon proposed rate increase

Background Information: Rate information from Recology Western Oregon is included with this memo. The proposed rate increase for most rates is 3.5%, which is outside the range of 85% - 91% specified in our franchise agreement. This is due to the changes in the recycling markets, as outlined in March 31, 2018 memo from Carl Peters, General Manager. Other rate increases are summarized in the Rate Sheet included in the packet. A representative from Recology will attend the June 4th City Council Meeting to answer questions the City Council may have.

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

Potential Motion to Approve: “I move approval of the Recology Western Oregon rate increases as proposed.”

City Council Options:

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

Ms. Zoe Monahan
City Manager
City of Dayton
P.O. Box 339
Dayton, OR 97114

March 31st, 2018

Dear Ms. Monahan -

Enclosed are the schedules that make up the Rate Review Report and Annual Financial Report as outlined in our Solid Waste Collection Franchise Agreement. They are as follows:

1. The Rate Review Report (attached), which includes the following:
 - a. All the actual expenses incurred in the preceding calendar year, and all allowable expenses that we reasonably anticipate will be incurred in the current year
 - b. The allocation factors and percentages used to allocate shared expenses
 - c. The actual and expected Operating Ratios for the preceding and current year
2. The 2017 Reviewed Financial Statement for RWO – Valley (attached)
3. Rate sheets showing current and proposed rates (attached)
4. An explanation of any changes to rates or services offered (appears below)
5. A summary of recent operational changes and improvements (appears below)

RECYCLING MARKETS

As of the first of this year, China has imposed new regulations on imported recyclable materials. Previously, a contamination level of 5% was acceptable, and many of the Material Recovery Facilities (MRFs) on the West Coast were designed to meet this standard. The new standard of 0.5% is beyond the capabilities of the available technology. Our local MRFs have added sorters, slowed down the feeder belts, and made other changes to how they process materials to get closer to the new standards. Many MRFs have turned to other countries in Asia to find new markets. In addition, there are many items no longer being accepted by end markets. These factors have combined to reduce the value of mixed curbside recyclables by over 90% since 2017. Until recently, mixed recycling carried a small positive value, but now we are having to pay MRFs over \$70 a ton. This decrease in market value has impacted the processing fees our transfer station charges for each ton we collect and deliver for recycling. We remain committed to providing the opportunity to recycle to our customers and have no plans for any landfilling of collected recyclable materials in the foreseen future. It is possible that the ability to market some materials may disappear entirely in the future. In the short term, our focus is on reducing contamination through customer education. We distribute information to our customers by mail, on our website, and via social media. Our drivers also file feedback reports when they see carts with unwanted materials. The drivers report to our Customer Service Reps, who reach out to the customer and explain the nature of the problem.

PROPOSED CHANGES TO COLLECTION RATES & SERVICES

The calculated projections indicate the operating ratio will be outside the range of 85% to 91% specified in our Franchise Agreement, due primarily to the changes in recycling markets. With that in mind, we are proposing to increase collection rates by 3.5% for most rates, effective July 1st, 2018.

PROPOSED CHANGES TO MEDICAL WASTE AND DISPOSAL RATES

We are not proposing to increase medical waste collection rates this year, as we do not expect to see an adjustment in the disposal rates charged to us by our vendor.

We are not expecting a major change in the disposal rates we pay at Riverbend Landfill. The rate sheets include an adjustment of 2.0% for the debris box garbage ton rate. The expenses we projected for disposal of the garbage we collect from our cart and container customers include a similar estimate.

ENVIRONMENTAL

We actively monitor our sites to ensure we are in compliance with DEQ regulations and best management practices. As these rules and recommendations change, we commit the capital necessary to keep these properties in compliance. In 2017, we spent over \$700,000 to ensure our McMinnville site would be in compliance with updated DEQ regulations. We regularly train our drivers on spill response so they can react appropriately to incidents on-route.

CAPITAL EXPENSES

We regularly replace older equipment with a combination of new and gently used equipment obtained from our California-based sister companies. The cost savings we realize from obtaining used equipment is significant, though we do have higher repair and maintenance costs than we would experience with all new equipment. We are fortunate to have excellent shop staff who work hard to keep our fleet on the road every day so we can meet the needs of all our customers.

OPERATIONAL CHANGES & IMPROVEMENTS

We use software and the expertise of our drivers to make changes as needed to optimize our routing. This practice ensures that we are operating as efficiently as possible. Our new phone system allows us to better track and monitor our reps in real time, to ensure that every customer has the best possible experience. Our drivers get safety reminders during weekly team meetings, incidents and near misses are reviewed at monthly safety meetings. We have posters around our offices and ads on the view-screens in the Ops ready room that remind our crew to work safely every day. We work as a team to ensure we are doing everything possible to get to our goal of zero accidents.

We appreciate the opportunity to serve our customers and neighbors in the City of Dayton. Please let me know if you would like to meet in advance or when you would like us to attend a council meeting to review the proposed adjustment. Feel free to give me a call at 503-474-4839 if you have any questions, or if you require any additional information.

Respectfully,



Carl Peters
General Manager

RECOLOGY WESTERN OREGON
DAY CITY OF DAYTON

SUMMARY RATE SHEET
EFF. DATE: 7/1/2018

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

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

32 GALLON CAN SERVICE (CUSTOMER PROVIDES CAN)

MONTHLY RATES

CNGWC	32G CAN-CURB	\$ 17.15	See Can Elimination Plan		
CNGEC	32G CAN EOW-CURB	\$ 11.13			
CNGMC	32G CAN OAM-CURB	\$ 5.99			
OCCC	CAN ON CALL CURB	\$ 5.99			

32 GALLON CART SERVICE

MONTHLY RATES

32GWC	32G CART-CURB	\$ 16.27	3.50%	\$ 0.57	\$ 16.84
32GEC	32G CART EOW-CURBSIDE	\$ 10.59	3.50%	\$ 0.37	\$ 10.96
32GMC	32G CART MONTHLY-CURB	\$ 5.70	3.50%	\$ 0.20	\$ 5.90
OC3C	32 GAL CART ON CALL CURB	\$ 5.70	3.50%	\$ 0.20	\$ 5.90

90 GALLON CART SERVICE

MONTHLY RATES

90GWC	90G CART-CURB	\$ 27.09	3.50%	\$ 0.95	\$ 28.04
90GEC	90G CART EOW-CURB	\$ 17.63	3.50%	\$ 0.62	\$ 18.25
90GMC	90G CART OAM-CURB	\$ 9.47	3.50%	\$ 0.33	\$ 9.80
OC9C	90 GAL CART ON CALL CURB	\$ 9.47	3.50%	\$ 0.33	\$ 9.80

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOC	90G CART WILL CALL-CURB	\$ 2.70	0.00%	\$ -	\$ 2.70
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

RATE PER EACH

SP32C	SPEC P/U 32G CART CURBSIDE	\$ 6.14	2.00%	\$ 0.12	\$ 6.26
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 10.23	2.00%	\$ 0.20	\$ 10.43

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

CAN & CART SERVICES - NON-CURBSIDE (SIDEYARD)

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

32 GALLON CAN SERVICE (CUSTOMER PROVIDES CAN)

MONTHLY RATES

CNGWS	32G CAN-SIDE	\$ 18.07	See Can Elimination Plan		
CNGES	32G CAN EOW-SIDE	\$ 11.74			
CNGMS	32G CAN OAM-SIDE	\$ 6.31			
OCCS	CAN ON CALL SIDE	\$ 6.31			

32 GALLON CART SERVICE

MONTHLY RATES

32GWS	32G CART-SIDE	\$ 25.28	-32.09%	\$ (8.11)	\$ 17.17
32GES	32G CART EOW-SIDEYARD	\$ 16.44	-32.16%	\$ (5.29)	\$ 11.15
32GMS	32G CART MONTHLY-SIDE	\$ 8.82	-32.04%	\$ (2.83)	\$ 5.99
OC3S	32 GAL CART ON CALL SIDE	\$ 8.82	-32.04%	\$ (2.83)	\$ 5.99

90 GALLON CART SERVICE

MONTHLY RATES

90GWS	90G CART-SIDE	\$ 41.54	3.50%	\$ 1.45	\$ 42.99
90GES	90G CART EOW-SIDE	\$ 27.02	3.50%	\$ 0.95	\$ 27.97
90GMS	90G CART OAM-SIDE	\$ 14.53	3.50%	\$ 0.51	\$ 15.04
OC9S	90 GAL CART ON CALL SIDE	\$ 14.53	3.50%	\$ 0.51	\$ 15.04

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOS	90G CART WILL CALL-SIDE	\$ 2.70	0.00%	\$ -	\$ 2.70
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

RATE PER EACH

SP32S	SPEC P/U 32G CART NON CURBSIDE	\$ 8.82	3.50%	\$ 0.31	\$ 9.13
SP90S	SPEC P/U 90G CART NON CURBSIDE	\$ 14.53	3.50%	\$ 0.51	\$ 15.04

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

RECOLOGY WESTERN OREGON
DAY CITY OF DAYTON

SUMMARY RATE SHEET
EFF. DATE: 7/1/2018

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

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

RATE PER EACH

XBAG	EXTRA BAG(S)	\$ 4.16	3.50%	\$ 0.15	\$ 4.31
XBOX	EXTRA BOX	\$ 4.16	3.50%	\$ 0.15	\$ 4.31
XCAN	EXTRA CAN(S)	\$ 4.16	3.50%	\$ 0.15	\$ 4.31
XMISC	EXTRA MISC	\$ 4.16	3.50%	\$ 0.15	\$ 4.31
X32	EXTRA 32G CART(S)	\$ 4.16	3.50%	\$ 0.15	\$ 4.31
X90	EXTRA 90G CART(S)	\$ 6.76	3.50%	\$ 0.24	\$ 7.00

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

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

RATE PER EACH

APF	REFRIGERATOR/FREEZER	\$ 29.29	0.00%	\$ -	\$ 29.29
APL	APPLIANCE	\$ 11.48	0.00%	\$ -	\$ 11.48
FURN	FURNITURE CHARGE	\$ 17.57	0.00%	\$ -	\$ 17.57
TREE	EXTRA CHRISTMAS TREE	\$ 8.32	3.50%	\$ 0.29	\$ 8.61
IRSC	IN ROUTE SERVICE CHARGE	\$ 19.49	3.50%	\$ 0.68	\$ 20.17
SC	SERVICE CHARGE	\$ 58.32	3.50%	\$ 2.04	\$ 60.36

RELATED FEES

RATE PER EACH

CRIR	CART REDELIVERY IN ROUTE	\$ 10.00	0.00%	\$ -	\$ 10.00
CROR	CART REDELIVER OUT OF ROUTE	\$ 20.00	0.00%	\$ -	\$ 20.00
CORDF	CONTAINER RE-DELIVERY FEE	\$ 58.32	3.50%	\$ 2.04	\$ 60.36

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

RATE PER EACH

CCF	CART CLEANING FEE	\$ 10.00	0.00%	\$ -	\$ 10.00
CRF	CART REPLACEMENT FEE	\$ 65.00	0.00%	\$ -	\$ 65.00

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

RATE PER EACH

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

FRONT-LOAD CONTAINER SERVICE

1 YARD CONTAINERS

MONTHLY RATES

1GW	1YD TRASH	\$ 123.71	3.50%	\$ 4.33	\$ 128.04
1GE	1YD TRASH EOW	\$ 74.53	3.50%	\$ 2.61	\$ 77.14
1GM	1YD TRASH MONTHLY	\$ 48.05	3.50%	\$ 1.68	\$ 49.73
1OC	ON CALL-1YD TRASH	\$ 24.97	3.50%	\$ 0.87	\$ 25.84
1XP	EXTRA PICK UP-1YD TRASH	\$ 24.21	3.50%	\$ 0.85	\$ 25.06

1.5 YARD CONTAINERS

MONTHLY RATES

1HGW	1.5YD TRASH	\$ 154.27	3.50%	\$ 5.40	\$ 159.67
1HGE	1.5YD TRASH EOW	\$ 89.81	3.50%	\$ 3.14	\$ 92.95
1HGM	1.5YD TRASH MONTHLY	\$ 55.12	3.50%	\$ 1.93	\$ 57.05
1HOC	ON CALL-1.5YD TRASH	\$ 32.74	3.50%	\$ 1.15	\$ 33.89
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 31.72	3.50%	\$ 1.11	\$ 32.83

RECOLOGY WESTERN OREGON
DAY CITY OF DAYTON

SUMMARY RATE SHEET
EFF. DATE: 7/1/2018

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

MONTHLY RATES

2GW	2YD TRASH	\$ 184.80	3.50%	\$ 6.47	\$ 191.27
2GE	2YD TRASH EOW	\$ 105.07	3.50%	\$ 3.68	\$ 108.75
2GM	2YD TRASH MONTHLY	\$ 62.16	3.50%	\$ 2.18	\$ 64.34
2OC	ON CALL-2YD TRASH	\$ 40.51	3.50%	\$ 1.42	\$ 41.93
2XP	EXTRA PICK UP-2YD TRASH	\$ 39.26	3.50%	\$ 1.37	\$ 40.63

3 YARD CONTAINERS

MONTHLY RATES

3GW	3YD TRASH	\$ 245.91	3.50%	\$ 8.61	\$ 254.52
3GE	3YD TRASH EOW	\$ 135.63	3.50%	\$ 4.75	\$ 140.38
3GM	3YD TRASH MONTHLY	\$ 76.30	3.50%	\$ 2.67	\$ 78.97
3OC	ON CALL-3YD TRASH	\$ 56.02	3.50%	\$ 1.96	\$ 57.98
3XP	EXTRA PICK UP-3YD TRASH	\$ 54.30	3.50%	\$ 1.90	\$ 56.20

4 YARD CONTAINERS

MONTHLY RATES

4GW	4YD TRASH	\$ 307.00	3.50%	\$ 10.75	\$ 317.75
4GE	4YD TRASH EOW	\$ 166.17	3.50%	\$ 5.82	\$ 171.99
4GM	4YD TRASH MONTHLY	\$ 90.38	3.50%	\$ 3.16	\$ 93.54
4OC	ON CALL-4YD TRASH	\$ 71.56	3.50%	\$ 2.50	\$ 74.06
4XP	EXTRA PICK UP-4YD TRASH	\$ 69.36	3.50%	\$ 2.43	\$ 71.79

5 YARD CONTAINERS

MONTHLY RATES

5GW	5YD TRASH	\$ 368.11	3.50%	\$ 12.88	\$ 380.99
5GE	5YD TRASH EOW	\$ 196.73	3.50%	\$ 6.89	\$ 203.62
5GM	5YD TRASH MONTHLY	\$ 104.51	3.50%	\$ 3.66	\$ 108.17
5OC	ON CALL-5YD TRASH	\$ 87.08	3.50%	\$ 3.05	\$ 90.13
5XP	EXTRA PICK UP-5YD TRASH	\$ 84.40	3.50%	\$ 2.95	\$ 87.35

6 YARD CONTAINERS

MONTHLY RATES

6GW	6YD TRASH	\$ 429.20	3.50%	\$ 15.02	\$ 444.22
6GE	6YD TRASH EOW	\$ 227.27	3.50%	\$ 7.95	\$ 235.22
6GM	6YD TRASH MONTHLY	\$ 118.62	3.50%	\$ 4.15	\$ 122.77
6OC	ON CALL-6YD TRASH	\$ 102.60	3.50%	\$ 3.59	\$ 106.19
6XP	EXTRA PICK UP-6YD TRASH	\$ 99.44	3.50%	\$ 3.48	\$ 102.92

8 YARD CONTAINERS

MONTHLY RATES

8GW	8YD TRASH	\$ 505.70	3.50%	\$ 17.70	\$ 523.40
8GE	8YD TRASH EOW	\$ 265.52	3.50%	\$ 9.29	\$ 274.81
8GM	8YD TRASH MONTHLY	\$ 136.27	3.50%	\$ 4.77	\$ 141.04
8OC	ON CALL-8YD TRASH	\$ 122.02	3.50%	\$ 4.27	\$ 126.29
8XP	EXTRA PICK UP-8YD TRASH	\$ 118.28	3.50%	\$ 4.14	\$ 122.42

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

RNT1	1YD RENT - TRASH	\$ 20.00	0.00%	\$ -	\$ 20.00
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FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

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

RECOLOGY WESTERN OREGON
DAY CITY OF DAYTON

SUMMARY RATE SHEET
EFF. DATE: 7/1/2018

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

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 58.33	3.50%	\$ 2.04	\$ 60.37
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 145.82	3.50%	\$ 5.10	\$ 150.92
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 174.11	3.50%	\$ 6.09	\$ 180.20

DEBRIS BOX DISPOSAL FEES

RATE PER UNIT

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 41.92	2.00%	\$ 0.84	\$ 42.76
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 41.92	2.00%	\$ 0.84	\$ 42.76
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD ³)	\$ 7.95	0.00%	\$ -	\$ -

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

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

10DG	10 YARD BOX W/DISPOSAL	\$ 254.99	3.50%	\$ 8.92	\$ 263.91
20DG	20 YARD BOX W/DISPOSAL	\$ 357.90	3.50%	\$ 12.53	\$ 370.43
30DG	30 YARD BOX W/DISPOSAL	\$ 460.79	3.50%	\$ 16.13	\$ 476.92

RELATED FEES

RATE PER DAY

RENTD	DAILY RENTAL FEE	\$ 9.43	3.50%	\$ 0.33	\$ 9.76
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 133.58	3.50%	\$ 4.68	\$ 138.26
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Note: Monthly rent applies for customers who keep a box for a year or longer.

RATE PER HOUR

TIME	TRUCK TIME FEE	\$ 116.65	3.50%	\$ 4.08	\$ 120.73
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 116.66	3.50%	\$ 4.08	\$ 120.74
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 174.99	3.50%	\$ 6.12	\$ 181.11

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

TEMPORARY RENTAL CONTAINERS

RATE PER EACH

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 84.10	3.50%	\$ 2.94	\$ 87.04
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 76.02	3.50%	\$ 2.66	\$ 78.68
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.00	0.00%	\$ -	\$ 2.00

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

BULKY ITEMS - DEBRIS BOX

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

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

RATE PER EACH

TOFFR	TIRE CHARGE NO RIM	\$ 4.69	0.00%	\$ -	\$ 4.69
TONR	TIRE CHARGE ON RIM	\$ 9.37	0.00%	\$ -	\$ 9.37
APPL	APPLIANCE	\$ 11.72	0.00%	\$ -	\$ 11.72
APF	REFRIGERATOR/FREEZER	\$ 29.29	0.00%	\$ -	\$ 29.29

MEDICAL WASTE COLLECTION SERVICES

RATE PER EACH

M4HSC	4.7 QT SHARPS CONTAINER	\$ 31.54	0.00%	\$ -	\$ 31.54
M10SC	10 QT SHARPS CONTAINER	\$ 34.82	0.00%	\$ -	\$ 34.82
M23SC	23 QT SHARPS CONTAINER	\$ 57.25	0.00%	\$ -	\$ 57.25
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 48.35	0.00%	\$ -	\$ 48.35
M21BX	21 GAL MEDICAL WASTE BOX	\$ 62.76	0.00%	\$ -	\$ 62.76
M48BX	48 GAL MEDICAL WASTE BOX	\$ 69.79	0.00%	\$ -	\$ 69.79
M8GBP	RX MED WASTE TUB	\$ 97.46	0.00%	\$ -	\$ 97.46

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

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

Recology Western Oregon

Can Elimination Proposal

We currently offer our customers a variety of service options, including customer-supplied 32 gallon cans. For curbside service, our rate have encouraged customers to use our carts by providing a small discount in the rate for our carts vs. customer-supplied cans. We have also offered service credits of up to \$15.00 (depending on service level) to encourage can customers to switch to carts. The largest segment of our customers who have stayed with can service have been those with sideyard service. Our current rate model penalizes cart customers for the added work of walking in for the cart, then walking in again to return the cart. However, after talking to our operations team, they feel that the added walking is less of a safety risk than the lifting/carrying of cans, and the bungee cords that some homeowners use to keep the wind from blowing off the lid and/or to keep critters from getting into the cans. We have safer options available for carts, including wind latches and “critter carts” that are compatible with our trucks’ equipment. We are not aware of any cans that are wind/critter resistant that available or compatible with our equipment.

In addition, when we service cans with our automated collection equipment (an extending arm/gripper mechanism), we have a good chance of losing the can into the truck’s hopper along with the trash. Since we cannot easily retrieve the can, we end up having to replace the can at our cost, which is more difficult and frustrating for the homeowner than if the same event occurred with one of our carts.

We also realize that some communities have required vacation rental properties to subscribe to sideyard service, which has led to an increased demand for these service options.

With these thoughts in mind, we are proposing a four-step approach to converting to a cart-only system:

<u>Step#</u>	<u>Timeline</u>	<u>Description</u>
Step 1	eff. 7/1/18	No new customers started in cans (curbside or sideyard)
Step 2	eff. 7/1/18	Reduce sideyard 32 gal cart rates to 95% of sideyard can rates
Step 3	7/1 – 12/31/18	Send notice letters, offer one-time incentives, migrate willing can customers to carts.
Step 4	eff. 12/31/18	Eliminate curbside & sideyard can service (second notice letter, deliver cart, refuse to service cans if customer sets out for collection).

RATE EXAMPLES – Dayton

Jurisdiction: Dayton					
Sideyard Cart	Current	Proposed			Current Can Rate
Service Description	Rate	Rate	Var \$	Var %	(for reference)
32 gal cart weekly	\$ 25.28	\$ 17.17	\$ (8.11)	-32%	\$ 18.07
32 gal cart every-other-week	\$ 16.44	\$ 11.15	\$ (5.29)	-32%	\$ 11.74
32 gal cart once-a-month	\$ 8.82	\$ 5.99	\$ (2.83)	-32%	\$ 6.31
32 gal cart on-call service	\$ 8.82	\$ 5.99	\$ (2.83)	-32%	\$ 6.31
32 gal cans			32 gal carts		
Customer Counts	Curb	Side		Curb	Side
Weekly	0	0		162	1
Every-Other-Week	0	0		44	0
Once-A-Month	0	0		12	0
On-Call Service	0	0		0	0
TOTAL	0	0		218	1

To: Honorable Mayor and City Councilors

From: Zoe Monahan, City Manager

Issue: Resolution 17/18-13

Background Information: These resolutions renew our contract with the Sheriff's Office for Police Services (17/18-13) There are no significant changes to this contract for services. The Sheriff's Office contract is going from \$131,069 to \$131,361.53.

City Manager Recommendation: I recommend approval of the resolution.

Potential Motion Verbiage for Police Services: "I move approval of Resolution 17/18-13 A Resolution Approving an Intergovernmental Agreement between Yamhill County and the City of Dayton for Police Services for FY 2018/19."

City Council Options:

1 – Move approval of the resolutions.

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

RESOLUTION No. 17/18-13
City of Dayton, Oregon

TITLE: *A Resolution Approving an Intergovernmental Agreement between Yamhill County and the City of Dayton for Police Services for FY 2018/19.*

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

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

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

The City of Dayton resolves as follows:

- 1) **THAT** the Mayor and City Manager are authorized to execute the 2018-19 Agreement for Police Services (attached hereto as Exhibit A and by this reference made a part hereof), on behalf of the City, which will be bound by its terms;
- 2) **THAT** beginning July 1, 2018, this agreement supersedes and replaces the Agreement for Police Services between the parties adopted by Resolution No. 16/17-11 for the period July 1, 2017 – June 30, 2018; and
- 3) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 4th day of June 2018.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date Signed

ATTEST:

Rochelle Roaden
City Recorder

Date of Enactment

Attachment – Exhibit A

**AGREEMENT FOR POLICE SERVICES
(City of Dayton 2018-2019)**

THIS AGREEMENT is made the last dates set forth adjacent to the signatures of the parties to be effective July 1, 2018 by and between **Yamhill County**, Oregon, a political subdivision of the state of Oregon ("the County") and the **City of Dayton**, a municipal corporation of the State of Oregon ("the City").

RECITALS

- A. ORS 190.010 and 206.345 allow cities to contract with county sheriffs and governing bodies for the provision of county police services to incorporated cities.
- B. City desires to continue to contract with County for the Yamhill County Sheriff's Office to provide police services within the City. County is agreeable to providing police services on the terms and conditions set forth in this agreement from July 1, 2018 through June 30, 2019.
- C. This agreement supersedes and replaces the prior police services agreement between the parties that expires June 30, 2018. NOW, THEREFORE,

AGREEMENT

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

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

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

- a. **County to provide monthly schedule.** Deputies assigned to the City shall maintain schedules on a monthly basis which will set forth the time deputies spend within the City.

b. **Scheduling of Deputies.** The City shall recommend the schedule to extent feasible. The County agrees to exercise its best efforts to accommodate the City's desired schedule for deputies assigned to provide police services under this agreement, but retains ultimate authority to schedule.

c. **Areas of Assignment.** The County agrees to exercise its best efforts to accommodate the City's desired target areas for police services under this agreement. The City will communicate desired target areas to County's supervisor. The supervisor will use all reasonable efforts to fulfill the City's request.

d. **Deputies shall do Paperwork in the City.** The County and deputies assigned to the City will use every reasonable effort to perform report-writing and other office based functions of law enforcement in the City to maximize the number of hours which the assigned deputies remain within the City.

e. **Daily Reporting to City Manager.** Personnel assigned by the Sheriff to work under this agreement will report their activities and hours worked to the City Manager via email on a daily basis in the form of a Daily Report.

Section 3. County Furnishes Labor and Materials; City Furnishes Office Space. For the purpose of performing these functions, County and City shall provide the following:

a. **County's Requirements.** The County shall furnish and supply all labor, supervision, equipment, communication facilities and supplies necessary to provide the services described in Section 1, including any necessary secretarial or record keeping services.

b. **City's Requirements.** The City shall provide sufficient office space within the City limits for County personnel to perform services under this agreement. The City shall provide and pay for utilities costs, except that the County shall provide and pay for its own telecommunications needs.

Section 4. Personnel Commitments.

a. **FT Equivalents (FTE) Assigned to the City.** The County shall provide 1 patrol deputy full time equivalent position certified by DPSST to perform the services described in Section 1. After consultation with the City Manager, the County may assign either one deputy working full time or two deputies working half time to fill the 1 patrol deputy FTE.

b. **FT equivalent (FTE) defined.** As used in this section, an FTE means a full time equivalent position. One FTE constitutes approximately 2,080 hours per year, less time used for the following purposes: leaves authorized by the collective bargaining agreement or state or federal law, court time, training time related to maintenance or enhancement of proficiency, and any other function directly related to job performance as an employee of the County.

c. **Extra Personnel to the City; Temporary Absence from the City.** When

available, the County shall provide, at no cost, extra patrol for the City if emergency backup or coverage is needed. Deputies on assigned to the City will not be sent out of the City to surrounding calls unless it is necessary for the deputies to provide backup or make a first response to an emergency. When response to a surrounding call is made, the deputy will return to the City as soon as a rural patrol deputy or other law enforcement official has relieved the deputy.

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

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

Section 6. The City's Reciprocal Indemnification. The County, its officers and employees, shall not be deemed to have assumed any liability for acts of the City, or of any officer, employee or agent thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reason of any act of the City, its officers, agents, and employees.

Section 7. The County's Reciprocal Indemnification. The City, its officers and employees, shall not be deemed to have assumed any liability for acts of the County, or of any officer, employee or agent thereof, and the County hereby covenants and agrees to hold and save the City and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the City, its officers, agents or employees, by reason of any act of the County, its officers, agents, and employees.

Section 8. Term and Termination of Agreement.

a. **Term.** Unless terminated in accordance with subsection (b), the term of this agreement is from July 1, 2018 through June 30, 2019.

b. **Termination for any Reason.** Either party may terminate this agreement on 180 days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

Section 9. Compensation by City. City will pay to County for performance of the duties identified in Section 1 the sum of **\$131,361.53** for fiscal year July 1, 2018 through June 30, 2019 in monthly installments of **\$10,946.79** due by the 15th of each month beginning July, 2018.

Section 10. Transfer of Ordinance Enforcement Authority. Upon execution of this agreement and during its effective term, the police authority of the City for enforcing City ordinances is transferred to the Yamhill County Sheriff's Office. For the limited purpose of compliance with applicable city charters, the City upon execution of this agreement hereby designates the Yamhill County Sheriff as the Chief of Police of said City.

Section 11. Termination of prior agreement. Beginning July 1, 2018, this agreement supersedes and replaces the police services agreements previously adopted between the parties.

DONE the dates set forth adjacent to the signatures below.

CITY OF DAYTON, OREGON

YAMHILL COUNTY, OREGON

ELIZABETH WYTOSKI, Mayor

Date: _____

*Please
sign & date*

TIM SVENSON, Sheriff

Date: _____

MARY STARRETT, Chair
Board of Commissioners

Date: _____

ATTEST:

ZOE MONAHAN, City Manager

Date: _____

APPROVED AS

*Please
sign & date*

By: _____

CHRISTIAN BOENISCH
County Counsel

Date: _____

Council Meeting Date: June 4, 2018

To: Honorable Mayor and City Councilors

From: Zoe Monahan, City Manager

Issue: Approval of 2018 Small Cities Allotment for the Fifth Street Improvement Project

Background and Information

The City of Dayton was awarded \$50,000 of the State's Small Cities Allotment funds. These funds are allocated to cities with populations under 5,000. Cities cannot be awarded more than \$50,000. The project will include sections of Fifth Street from Main Street to Church Street and Church Street to Ash Street. The project improvements includes an asphalt overlay on the sections of Fifth Street outlined above and two ADA ramps at each of these intersections:

Fifth Street and Main Street
Fifth Street and Church Street
Fifth Street and Oak Street

The project does not include shoulder and parking improvements from Main Street to Church Street. The total project cost is estimated at \$62,000. The City has funds allocated for sidewalk improvements and street improvements in addition to these grant funds identified in the proposed FY 2018-2019 budget. The project bid will be posted at a later date and brought to City Council to award the bid at a future date.

City Manager Recommendation: I recommend authorizing the City Manager to sign the 2018 Small Cities Allotment Agreement and accept the grant allocation of \$50,000.

Relevant Council Goal: N/A

Potential Motion to Approve: "I move approval of authorizing the City Manager to sign the 2018 Small Cities Allotment Agreement and accept the grant allocation of \$50,000.

Council Options:

- 1 – Approve the authorization the City Manager to sign the 2018 Small Cities Allotment Agreement and accept the grant allocation of \$50,000.
- 2 – Approve the authorization the City Manager to sign the 2018 Small Cities Allotment Agreement and accept the grant allocation of \$50,000.with amendments.
- 3 – Take no action and direct staff to do further research or provide further options.

Attachment: 2018 Small Cities Allotment Agreement

RESOLUTION No. 17/18-14
City of Dayton, Oregon

TITLE: A Resolution Authorizing Acceptance of 2018 Special City Allotment Grant

Under the provisions of ORS 366.800 and 366.805, there has been withdrawn from State Highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Five Hundred Thousand and No/100 (\$500,000) Dollars, and, in addition there has been withdrawn from monies available to the Department of Transportation from the State Highway Fund the sum of Five Hundred Thousand and No/100 (\$500,000) Dollars. As provided in ORS 366.805, said sums have been set up in a separate account to be administered by the Oregon Transportation Commission and to be allotted each year by said commission to be spent, within cities of 5,000 or fewer persons, upon streets not a part of the State Highway system that are inadequate for the capacity they serve, or are in a condition detrimental to safety. No one project can receive more than \$50,000.

The City of Dayton is an incorporated City of the State of Oregon and has a population of less than 5,000 as given by the latest official federal census. The following streets of said City, 5th Street from Main Street to Church Street, and 5th Street from Church Street to Ash Street, meet the conditions required in ORS 366.805.

NOW, THEREFORE, the members of the City Council of the City of Dayton, in regular session assembled, do hereby find, declare and resolve:

1. That the aforementioned named street of said City is inadequate for the capacity it serves or is in a condition detrimental to safety.
2. That said street of said City is in need of repair, reconstruction, or other major improvement.
3. That said street is not a part of the state highway system, and is under the jurisdiction and control of the City.
4. That the Oregon Transportation Commission hereby is respectfully requested to consider and declare said street as qualified for reconstruction, repair, or other improvements out of funds allocated and made available by and through the said \$1,000,000 appropriation of revenues which is to be administered and spent by the Transportation Commission.
5. That the City of Dayton offered a pledge to the Transportation Department to complete cooperation and assistance to the end, that said City may share and participate in the use and benefit of said special fund and appropriation in July 2017 via Resolution 17/18 - 3; and therefore does designate Zoe Monahan, City Manager, as the official representative of the City in all negotiations resulting from this request.

ADOPTED this 4th day of June, 2018.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date Signed

ATTEST:

Rochelle Roaden
City Recorder

Date of Enactment

Attachment – Exhibit A

Exhibit A

Misc. Contracts and Agreements
No. 32626

A051-G041918

2018 SMALL CITY ALLOTMENT AGREEMENT Fifth Street - Improvements City of Dayton

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and CITY OF DAYTON, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. Fifth Street is part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.800 and 366.805, there has been withdrawn from State Highway Funds appropriated for allocation to cities of the State of Oregon the sum of \$2,500,000 and an additional \$2,500,000 available to the Oregon Department of Transportation from the State Highway Fund. These sums have been set up in a separate account to be administered by the Department of Transportation for the Small City Allotment (SCA) Program. The \$5,000,000 shall be allotted each year by State for use upon city streets that are not a part of the state highway system, that are within cities with populations of 5,000 or fewer persons, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No single project may receive more than \$50,000 in SCA funds.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. By the authority granted in ORS 366.805(2), Agency has requested monies from this account for Fifth Street: Sections from Main Street to Church Street, and Church Street to Ash Street, hereinafter referred to as "Project." Said Project improvements shall consist of asphalt overlay, and two (2) ADA ramps at each intersection of: Fifth Street and Main Street; Fifth Street and Church Street; Fifth Street and Oak Street. Shoulder and parking areas from Main Street to Church Street will not be developed. The total estimated cost of this Project is \$62,000.

2. State has considered Agency's request for the Project and has determined that this Project is eligible for funding under the Small City Allotment (SCA) Program.
3. The Parties hereto mutually agree and understand that the cost of the Project will be paid for with SCA funds and by Agency as follows:
 - a. SCA funds will pay for eligible Project costs up to an amount not to exceed \$50,000.
 - b. Agency shall pay all Project costs in excess of the SCA funds.
 - c. State may, upon request by Agency, after execution of this Agreement and after providing concurrence on the Project plans and specifications, advance to Agency up to \$25,000 in SCA funds.
 - d. State shall issue payments after January 1, 2018. Only work begun after the effective date of this Agreement is eligible for reimbursement with SCA funds.
4. Documented cost of preliminary engineering and construction engineering services performed by the Agency, or the Agency's consultant, are eligible Project costs.
5. The term of this Agreement will begin upon execution and will terminate two (2) years following the date of final execution unless extended by an executed amendment.

AGENCY OBLIGATIONS

1. Agency shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24.
2. Agency shall assume management and financial responsibility for the acquisition of all right of way. Right of way may be acquired by Agency or on behalf of Agency (by consultants or State) at Agency's choice. If State performs the acquisition, a right of way services agreement shall be executed setting forth the responsibilities of each party.
3. Agency shall assume management and financial responsibility (at no expense to State) for the adjustment, reconstruction, and relocation of utility installations, including all privately or publicly owned utility conduits, lines, poles, mains, pipes and all other facilities of every kind and nature where such relocation or reconstruction is required for project completion.

4. Agency shall prepare, or cause to be prepared, the plans and specifications for the Project, advertise the Project, contract the work, perform the construction engineering, and make the necessary contract payments.
5. Agency shall, during the course of the work, accumulate and retain documentation of all Project costs.
6. Agency shall, upon completion of Project, certify to State that Project is complete and in substantial conformance with the plans and controlling specifications. Agency shall submit an invoice for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of Project or \$50,000, whichever is less.
7. Agency shall assume management and financial responsibility for the ongoing maintenance of Project following construction completion.
8. Agency understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of ten (10) years following the approval for such funds.
9. Agency understands that if Project is canceled by Agency after Agency has received payment of any SCA funds from State, or not completed within the time requirements or in accordance with the terms of this Agreement, Agency shall immediately repay to State the full amount of SCA funds received by Agency.

10. Americans with Disabilities Act Compliance:

- a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA").
- b. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;

Additional ODOT resources are available at:

<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- c. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - d. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route.
 - e. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - f. Maintenance obligations in this section shall survive termination of this Agreement.
11. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

12. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
13. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.
16. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not

adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

17. Agency's Project Manager for this Project is Zoe Monahan, City Manager, City of Dayton, PO Box 339, Dayton, Oregon 97114; phone: (503) 864-2221; email: zmonahan@ci.dayton.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall administer the funds in the SCA Account in the following manner:
 - a. After January 1, 2018, at Agency's request, State may, upon execution of this Agreement, and after providing concurrence on the Project plans and specifications, forward to the Agency an advance payment of SCA funds not to exceed \$25,000.
 - b. State shall make final payment to Agency for all remaining eligible Project costs upon satisfactory final inspection of the Project by State using State's approved inspection form, and after receipt of the certification of acceptance of work by the Agency accompanied by documentation of all Project costs. Total payments to Agency, including any advance deposit payment, shall not exceed the actual total cost of the Project or \$50,000, whichever is less.
2. State's Project Manager for this Project is Shelly White-Robinson, Special Program Coordinator, ODOT Region 2, 455 Airport Road SE, Building B, Salem, Oregon 97301; phone: (503) 986-6925; email: shelly.white-robinson@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

- b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which the State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. Agency maintenance responsibilities shall survive termination of this Agreement if Project is completed and accepted.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on January 12, 2018, by the Program and Funding Services Manager.

CITY OF DAYTON, by and through its
elected officials

By _____
City Manager

Date _____

LEGAL REVIEW APPROVAL
(If required in Agency's process)

By _____
Agency Counsel

Date _____

Agency Contact:

Zoe Monahan, City Manager
City of Dayton
PO Box 339
Dayton, Oregon 97114
(503) 864-2221
zmonahan@ci.dayton.or.us

State Contact:

Shelly White-Robinson
Special Program Coordinator
ODOT Region 2
455 Airport Road SE, Building B
Salem, Oregon 97301
shelly.white-robinson@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Planning and Development
Manager

Date _____

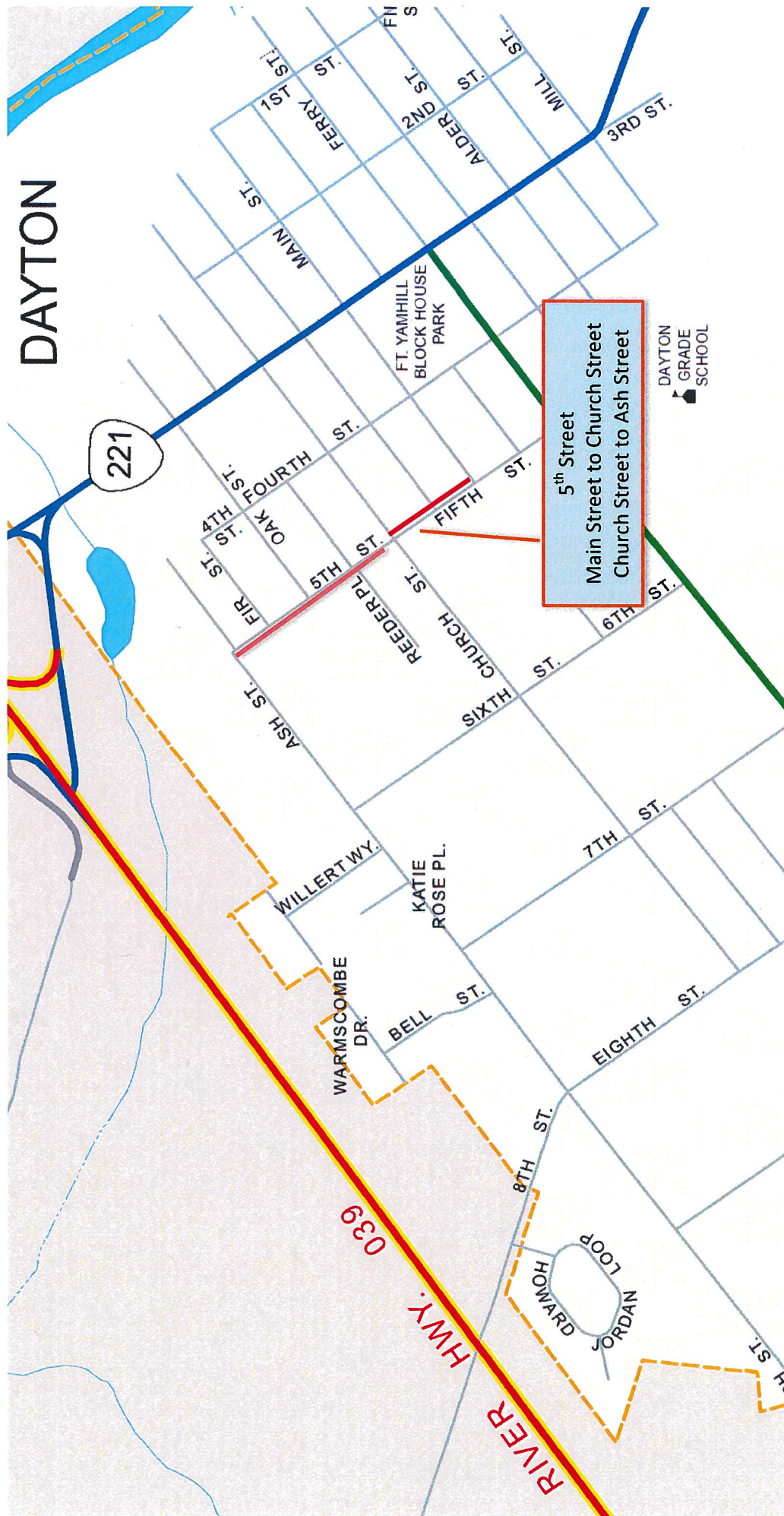
By _____
Region 2 Special Program Coordinator

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____



RESOLUTION No. 17/18-3
City of Dayton, Oregon

TITLE: *A Resolution Authorizing Application for the 2018 Special City Allotment Grant*

Under the provisions of ORS 366.800 and 366.805, there has been withdrawn from State Highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Five Hundred Thousand and No/100 (\$500,000) Dollars, and, in addition there has been withdrawn from monies available to the Department of Transportation from the State Highway Fund the sum of Five Hundred Thousand and No/100 (\$500,000) Dollars. As provided in ORS 366.805, said sums have been set up in a separate account to be administered by the Oregon Transportation Commission and to be allotted each year by said commission to be spent, within cities of 5,000 or fewer persons, upon streets not a part of the State Highway system that are inadequate for the capacity they serve, or are in a condition detrimental to safety. No one project can receive more than \$50,000.

The City of Dayton is an incorporated City of the State of Oregon and has a population of less than 5,000 as given by the latest official federal census. The following streets of said City, 5th Street from Main Street to Church Street, and 5th Street from Church Street to Ash Street, meet the conditions required in ORS 366.805.

NOW, THEREFORE, the members of the City Council of the City of Dayton, in regular session assembled, do hereby find, declare and resolve:

1. That the aforementioned named street of said City is inadequate for the capacity it serves or is in a condition detrimental to safety.
2. That said street of said City is in need of repair, reconstruction, or other major improvement.
3. That said street is not a part of the state highway system, and is under the jurisdiction and control of the City.
4. That the Oregon Transportation Commission hereby is respectfully requested to consider and declare said street as qualified for reconstruction, repair, or other improvements out of funds allocated and made available by and through the said \$1,000,000 appropriation of revenues which is to be administered and spent by the Transportation Commission.
5. That the City of Dayton does hereby offer to Transportation Commission and does hereby pledge complete cooperation and assistance to the end, that said City may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Scott Pingel as the official representative of the City in all negotiations resulting from this request.

ADOPTED this 17th day of July, 2017.

In Favor: Collins, Mackin, Marquez, Price, Wytoski

Opposed: None

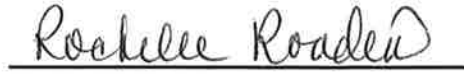
Absent: Bixler

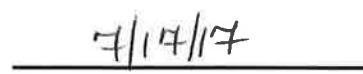
Abstained: None


Elizabeth Wytoski, Mayor


Date Signed

ATTEST:


Rochelle Roaden
City Recorder


Date of Enactment

Council Meeting Date: June 4, 2018

To: Honorable Mayor and City Councilors

From: Zoe Monahan, City Manager

Issue: Approval of Repairs at the 9th Street Lift Station

Background and Information

The 9th Street Lift Station is in need of new controls for the existing pump. The City Council authorized staff to start the first phase of this project at the April 4, 2018 City Council meeting. First, the electrical will be moved out of the lift station and pre construction work will occur as soon as possible. In FY 2018-2019, the project will include the construction of a control building for the lift station.

The City had originally planned to place the new control building in ODOT right of way, near the lift station, but recently learned that this is very unlikely since ODOT doesn't like to have structures in the right of way. Staff has started to discuss placing the control building at the high school property (801 Ferry Street) owned by the Dayton School District.

It is not clear where the control building and generator (phase 2 of the project) will be placed but a public access and utility easement will be needed to place the control building and generator on the Dayton School District's property at 801 Ferry Street (Dayton High School).

Staff will work with the School Superintendent to identify a location and negotiate an easement to move this project forward.

City Manager Recommendation: I recommend authorizing the City Manager to negotiate a public utility and access easement with the Dayton School District for the 9th Street Lift Station Project by approving Resolution 17/18-15.

Relevant Council Goal: Goal A – Develop and maintain infrastructure to improve livability and support operations and growth.

Potential Motion to Approve: “I move approval authorizing the City Manager to negotiate a public utility and access easement with the Dayton School District for the 9th Street Lift Station Project by approving Resolution 17/18-15.”

Council Options:

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

Council Meeting Date: April 9, 2018

To: Honorable Mayor and City Councilors

From: Zoe Monahan, City Manager

Issue: Approval of Repairs at the 9th Street Lift Station

Background and Information

The 9th Street Lift Station is in need of new controls for the existing pump. The controls are currently in a wet well as described in Steve Sagmiller's attached staff report. The pump station serves most of the homes on the western side of the city. The City purchased a backup generator in 2017 and staff is budgeting about \$65,000 for new controls and a structure for the controls in the FY 2018-2019 budget.

Staff obtained bids for a pad, the electrical work needed to move the connections from the wet well and replace them with quick connect fittings, connecting the backup generator and running new electrical under 9th St as required by PGE. The Intermediate Procurement process (competitive quotes from select contractors), as provided under OAR 137-049-0106, was used to provide quotes for this phase of the project. Quotes received ranged in price from \$27,730.00 to \$36,118.00. The low bid for this project was received from GPEC at \$27,730.00.

City Manager Recommendation: I recommend contracting with GPEC for the ground and electrical work for \$27,730.00 with a contingency of 10% for a total of \$30,503.00.

Relevant Council Goal: Goal A – Develop and maintain infrastructure to improve livability and support operations and growth.

Potential Motion to Approve: "I move approval of replacement and repair of the Laurie Lane Waterline and awarding the project to Leo's Excavating with a budget of \$41,745."

Council Options:

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

RESOLUTION No. 17/18-15
City of Dayton, Oregon

TITLE: A Resolution authorizing the City Manager to negotiate a public utility and access easement with the Dayton School District for the 9th Street Lift Station Project

WHEREAS, the City of Dayton has identified the 9th Street Lift Station a priority project in the City Council's FY 2018-2019 Strategic Planning Goals; and

WHEREAS, the City needs a public access and utility easement to place and access the control building and generator on the Dayton School District's property at 801 Ferry Street (Dayton High School).

The City of Dayton resolves as follows:

- 1) **THAT** the City needs to acquire a public access and utility easement to place and access City utilities and associated structures at 801 Ferry Street and access the public utilities and facilities as needed; and
- 2) **THAT** the City Manager has the authority to negotiate, sign, and record a public access and utility easement associated with the 9th Street Lift Station project with the Dayton School District; and
- 3) **THAT** this resolution shall take effect immediately upon its adoption.

ADOPTED this 4th day of June 2018.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date Signed

ATTEST:

Rochelle Roaden
City Recorder

Date of Enactment

Council Meeting Date: June 4, 2018

To: Honorable Mayor and City Councilors

From: Zoe Monahan, City Manager

Issue: DLCD Housing Assistance Grant

Background and Information

The City of Dayton has the opportunity to apply for a Department of Land Conservation and Development (DLCD) Housing Assistance Grant to complete an updated Housing Needs Analysis. \$1.73 million were allocated to DLCD through HB 4006 during the 2018 legislative session. Preference will be given to applicants with communities over 10,000 or considered rent burdened. The City of Dayton does not meet those criteria therefore, the City would be a lower priority to receive this funding. The City has a very limited amount of land available for development. If Dayton were awarded grant funds, we would be required to provide staff support and a technical review committee. There is not a match requirement and DLCD would manage the consultant contract.

City Manager Recommendation: I recommend authorizing the Mayor to sign the DLCD Request for Assistance: Oregon Housing Planning Project application for a housing needs assessment.”

Relevant Council Goal & Objective: N/A

Potential Motion to Approve: “I move to authorize the Mayor to sign DLCD Request for Assistance: Oregon Housing Planning Project application for a housing needs assessment.”

Council Options:

- 1 – Authorize the Mayor to sign DLCD Request for Assistance: Oregon Housing Planning Project application for a housing needs assessment.
- 2 – Authorize the Mayor to sign DLCD Request for Assistance: Oregon Housing Planning Project application for a housing needs assessment with amendments
- 3 – Take no action and direct staff to do further research or provide further option

Attachment A: Request for Assistance: Oregon Housing Planning Project



REQUEST FOR ASSISTANCE OREGON HOUSING PLANNING PROJECT



The Oregon Department of Land Conservation and Development (DLCD) is accepting requests for planning assistance from cities and counties to update comprehensive plans and land use regulations to increase the affordability and supply of housing in the state.

Background

During the 2018 legislative session, the legislature appropriated funds to DLCD for the purpose of providing technical assistance to local governments in increasing the affordability of housing within urban growth boundaries ([HB 4006](#)). Technical assistance will include an analysis of housing needs, audits of land use codes (to identify barriers to housing development), revisions to land use codes (to remove barriers), and implementation plans for increasing housing supply.

To provide this assistance, DLCD will contract with consultants experienced in completing Housing Needs Analyses (HNAs) and updating land use codes, and the consultant will work for a city – or group of cities within a county or region – to prepare draft updates to the comprehensive plan or code. For jurisdictions with up-to-date plans and codes, assistance with developing a strategy to implement the plan is also offered. The projects must be completed and funds expended by June 30, 2019.

Available Services

Cities and counties may request assistance developing one of the following products.

Housing Needs Analysis. The consultant will work with one or more advisory committees appointed by the city – or the county acting on behalf of a group of cities – to prepare a hearings-ready draft HNA. An HNA includes a housing needs projection (addressing housing types and price levels), residential land needs analysis, buildable lands inventory, and identification of measures for accommodating needed housing as described in OAR chapter 660, divisions 7 and 8. The purpose of an HNA is to ensure that cities have an available land supply to accommodate their housing needs over the next 20 years.

Code Audit. The consultant will work with an advisory committee appointed by the city or county to conduct a code audit of existing zoning and development code(s) to identify permitting criteria and processes that are a barrier to housing development. Specifically, an audit will assess the presence of a clear and objective approval path for needed housing, identify criteria or processes that may be a barrier to the development of needed housing, and determine whether permitted use lists and development standards ensure that the mix and density of allowed housing can accommodate needed housing as identified in the HNA. Priority will be given to cities with HNAs updated within the last five years.

Code Update. The consultant will work with an advisory committee appointed by the city or county to conduct a code update of the zoning and development code(s) to remove barriers to housing development and add provisions to increase housing development, types, and affordability. The code update will address local needs by updating the code(s) as needed to: provide or enhance a clear and objective approval path for Needed Housing, remove or amend criteria or processes that hinder development of needed housing, and update permitted use lists and development standards to ensure that the mix and density of allowed housing can accommodate needed housing. In addition to

comprehensive code updates, a city may propose a code update focused on a more specific or targeted subject affecting residential development (e.g., off-street parking standards, lot-dimension standards) that have already been identified as a barrier to the development of needed housing by an adopted HNA or code audit. Priority will be given to cities with HNAs updated within the last five years.

Housing Strategy Implementation Plan. For communities with HNAs less than five year old, the consultant will work with an advisory committee appointed by the city or county to develop an action plan to implement one or more of the housing strategies identified in the HNA. A housing strategy may include changes to zoning, programs to manage short-term or vacation rentals, incentives for affordable housing, SDC waivers, or other regulatory or non-regulatory tools.

Eligibility

All cities and counties are eligible to submit a Request for Assistance. Because housing planning is completed for a specific urban growth area, a non-Metro county government is eligible only as a convener for a group of cities within its boundaries. A Metro county is eligible for its urban area.

If the department receives more interest than available funding can accommodate, priority will be given first to cities that are over 10,000 population and severely rent-burdened.¹ Second priority will be given to other cities that are severely rent-burdened; third priority will be to cities over 10,000 population with high population growth rates. The department will also consider local government readiness, geographic distribution, consultant availability and expertise, and type of technical assistance requested.

Application and Next Steps

Complete and sign one-page application (on following page). Applications will be accepted through June 15, 2018.

Selected jurisdictions will be asked to sign a memorandum of understanding that spells out the roles and responsibilities of the consultant, DLCD, and the local government.

Additional Information

Please contact your DLCD regional representative with questions or for more information.

<u>Mid-Willamette Valley</u> Angela Carnahan angela.carnahan@state.or.us 503-934-0056	<u>East Metro</u> Jennifer Donnelly jennifer.donnelly@state.or.us 503-725-2183	<u>West Metro</u> Anne Debbaut anne.debbaut@state.or.us 503-725-2182
<u>Central Oregon:</u> Scott Edelman scott.edelman@state.or.us 541-306-8530	<u>Southern Oregon</u> Josh LeBombard josh.lebombard@state.or.us 541-414-7932	<u>South Coast</u> Dave Perry dave.perry@state.or.us 541-574-1584
<u>North Coast</u> Matt Spangler matt.spangler@state.or.us 541-574-1095	<u>Eastern Oregon :</u> Phil Stenbeck phil.stenbeck@state.or.us 541-325-6924	<u>Southern Willamette Valley</u> Patrick Wingard patrick.wingard@state.or.us 541-393-7675

¹ HB 4006 prioritized funding for these cities, and defined a “severely rent burdened” city as one where 25 percent or more of the renter households in the city spend more than 50 percent of the income of the household on gross rent for housing.

REQUEST FOR ASSISTANCE: Oregon Housing Planning Project		
City: City of Dayton <u>OR</u> County: For these cities:		
Contact Person (name and title): Zoe Monahan, City Manager		
Contact phone number: 503-864-2221		
Contact e-mail address: zmonahan@ci.dayton.or.us		
Service of Interest. Select one. <input checked="" type="checkbox"/> Housing Needs Analysis <input type="checkbox"/> Code audit (priority will be given where HNA is less than five years old) <input type="checkbox"/> Code update (priority will be given where HNA is less than five years old) <input type="checkbox"/> Housing strategy implementation plan (if HNA is less than five years old)		
By signing below, the local government demonstrates community support as required by ORS 284.753(5) – signature by an elected official authorized to act on behalf of the governing body. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ Signature of local governing body representative </div> <div style="width: 45%;"> _____ Date </div> </div> <div style="display: flex;"> <div style="width: 40%;"> _____ Mayor </div> <div style="width: 60%;"> _____ Title </div> </div>		

Submittal

Please submit this Request for Assistance by June 15, 2018 to DLCD by email to the following address: DLCD.GFGrant@state.or.us.

RESOLUTION No. 17/18-16
City of Dayton, Oregon

TITLE: A Resolution authorizing the Mayor to sign DLCD Request for Assistance: Oregon Housing Planning Project application for a housing needs assessment.

WHEREAS, the Legislature appropriated \$1.73 million to Department of Land Conservation and Development (DLCD) to provide technical assistance to local governments to increase affordable housing; and

WHEREAS, DLCD will provide assistance to complete Housing Needs Analysis through this competitive grant process; and

WHEREAS, DLCD will give priority first to cities that are over 10,000 population and severely rent-burdened.1 Second priority will be given to other cities that are severely rent-burdened; third priority will be to cities over 10,000 population with high population growth rates. The department will also consider local government readiness, geographic distribution, consultant availability and expertise, and type of technical assistance requested.

The City of Dayton resolves as follows:

- 1) **THAT** the City of Dayton is interested in evaluating and improving affordable housing options in the community and an updated housing needs analysis will assist the City to assess future land and housing needs.
- 2) **THAT** the Mayor has the authority to sign the DLCD Request for Assistance: Oregon Housing Planning Project application for a housing needs assessment.
- 3) **THAT** this resolution shall take effect immediately upon its adoption.

ADOPTED this 4th day of June 2018.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date Signed

ATTEST:

Rochelle Roaden
City Recorder

Date of Enactment

To: Honorable Mayor and City Councilors

From: Zoe Monahan, City Manager

Issue: Resolution 17/18-17 A Resolution approving the sewer service monthly rate schedule

Background Information: Staff previously discussed the requested changes to the sewer rate with the City Council at the May 21st Budget Committee meeting. These changes have been assumed in the 2018-19 budget. Attached is the proposed sewer rate resolution. Staff are recommending a \$2.00 increase to the sewer flat rate to pay for ongoing capital needs as well as to prepare for upcoming capital needs.

City Manager Recommendation: I recommend approval of Resolution 17/18-17.

Potential Motion to Approve: “I move approval of Resolution 17/18-17 A Resolution approving the sewer service monthly rate schedule.”

City Council Options:

- 1 – Move approval of Resolution 17/18-17.
- 2 – Move approval of Resolution 17/18-17 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.
- 4 – Take no action and leave the sewer rate as it is.

RESOLUTION # 17/18-17
City of Dayton, Oregon

Title: A Resolution Approving the Sewer Service Monthly Rate Schedule

WHEREAS, the City of Dayton owns and operates a sewer system for residents of the City of Dayton; and

WHEREAS, a public hearing was duly noticed and held on June 4, 2018 to consider public input on the proposed rate adjustment;

The City of Dayton Resolves as follows:

- 1. THAT** the sewer monthly rate schedule, attached hereto as Exhibit A and by this reference made a part hereof, shall become effective with the billing statement issued for the June 2018 service; and
- 2. THAT** this resolution repeals in its entirety Resolution #16/17-10, adopted by the City Council on June 5, 2017; and
- 3. THAT** this resolution shall take effect immediately upon adoption.

ADOPTED this 4th day of **June 2018**.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date of Signing

ATTEST:

Rochelle Roaden
City Recorder

Date of Enactment

Attachment - Exhibit A

EXHIBIT A

Resolution: 2017/18-17

Adopted June 4, 2018

SEWER RATES		
Description	Current Rate	Comments Per Month Rates
Single Family Residence	\$40.00	Per EDU
Multi-Family Residence	\$40.00	Per Unit
Commercial	\$37.00	Per EDU
Restaurants/Taverns	\$46.00	Per EDU
Churches, Lodges, & Clubs	\$40.00	Per EDU
Hotels & Motels	\$40.00	Per Room or Unit
Offices	\$40.00	Per EDU
Laundries	\$24.00	Per washer
Schools:		
Grade School	\$40.00	Per EDU (9 EDU's for main service, 1 EDU each additional)
Jr. High/High School	\$40.00	Per EDU (18 EDU's for main service, 1 EDU each additional)
July 1 - Aug 31	\$40.00	X 2 EDU's for the Grade School main service and X 4 EDU's for the Jr. High/High School main service
RV Parks:		
RV Spaces	\$40.00	Per EDU (Each 4 spaces shall equal 1 EDU)
Other Support Buildings	\$40.00	Per EDU (Currently 2)

RESOLUTION No. 17/18-18
City of Dayton, Oregon

TITLE: A Resolution authorizing the Mayor to add her signature to the joint Mayor's letter to encourage the Governor to intervene and to repeal the emergency rules regarding the Building Codes Division (BCD) decision.

WHEREAS, the Building Codes Division (BCD) has taken a very aggressive stance that local governments may not lawfully contract with third parties for government services; and

WHEREAS, after a failed attempt at legislation, BCD has issued emergency rules without seeking any stakeholder comments that prohibit cities and counties from contracting with private parties for building official services; and

WHEREAS, the implications of the BCD opinion is far reaching (and could potentially extend to other areas, such as city attorney and city engineer contracts); and

WHEREAS, in an attempt to encourage the Governor to intervene and to repeal the emergency rules, the Mayor's Coalition has prepared a letter to the Governor and requested Mayor Wytoski to add her signature in support to repeal the emergency rules regarding the BCD decision.

The City of Dayton resolves as follows:

- 1) **THAT** the City of Dayton does not agree with the BCD ruling and wishes to continue to have the ability to contract with private or third parties for building official services and/or other government services.
- 2) **THAT** the Mayor has the authority to add her signature to the joint Mayor's letter to encourage the Governor to intervene and to repeal the emergency rules regarding the Building Codes Division (BCD) decision.
- 3) **THAT** this resolution shall take effect immediately upon its adoption.

ADOPTED this 4th day of June 2018.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date Signed

ATTEST:

Rochelle Roaden
City Recorder

Date of Enactment

Wednesday, May 30, 2018

Governor Brown,

As I'm sure you're aware, mayors, city councilors and other local government officials are very concerned about the possible implications of the emergency rules that were passed by the Building Codes Division (BCD) earlier this year. While we're pleased that those rules were rescinded, the underlying issues are in no way resolved and still require the collective attention of yourself, cities, the BCD and other interested stakeholders.

Small towns in rural Oregon have struggled for decades amid a changing global economy. Many are just now seeing the return of investment and employment opportunities that they have been so sorely lacking for far too long. It is critical that we, as government officials, provide the kind of certainty that is needed to foster those opportunities and strengthen our communities.

Cities of all sizes all throughout the state continue to struggle to provide adequate supplies of affordable and quality housing for current residents, as well as the newer ones who are attracted to Oregon's scenic beauty and quality of life. It is imperative that our permitting processes have a level of predictability so the decade's worth of pent-up demand can be met.

Unfortunately, those emergency rules, and the way in which they were originally passed, created a climate of uncertainty for local officials, builders and anyone else who works in these related areas. Local economies need to be able to diversify so that cities can expand their tax bases and provide higher levels of service for their residents. Entities that are involved in the building industry need to know that projects will continue to be on track during construction season until they can be completed.

Given these circumstances, we are asking not only that those rules remain suspended, but that a work group be formed to develop legislation to address the underlying issues that caused these problems in the first place. The ideal solution would involve giving cities as many options as possible while providing certainty to anyone planning or engaged in a project and safeguarding the integrity of the state's building codes programs.

Thanks in advance for your thoughtful consideration and leadership on this issue.

Sincerely,

Council Meeting Date: June 4, 2018
To: Honorable Mayor and City Councilors
From: Zoe Monahan, City Manager
Issue: 2018 Water Discussion

Background and Information

The City of Dayton's joint water system with the City of Lafayette was under considerable pressure in 2017. This was due to a number of issues including leaks, staff changes, and a long- dry summer. The City of Dayton had to assume Grade 2 water restrictions (bypassing Grade 1) to conserve water and maintain operations. In previous years both Cities had been able to maintain the system without disruption or water restrictions.

In 2018, the City of Dayton and the City of Lafayette experienced staffing changes. City staff is meeting with Lafayette regularly to ensure communication and responsible use of the joint system. At this time, the Intergovernmental Agreement between the two cities allows both Cities 100% access to the available water. Lafayette will go on Grade 1 water restrictions on July 2, 2018. Dayton generally uses less water due to a lower population, system maintenance, and staff carefully monitoring the water system. Staff is monitoring the water system closely as well as the weather. This year we had a very dry month of May, the second driest on record, and our spring production is lower than last year according to our Public Works Director.

Staff believes it is prudent to go on Grade 1 water restrictions, this summer, as early as July 2, 2018. Grade 1 restrictions are limited. They allow the community to water their lawn and gardens in a conservative way (on odd/even days and from 6pm – 10am) along with other rules. These are best practices for water conservation as well. This will reduce the pressure on the aquifer and do our best to avoid a higher level water restriction. If Dayton and Lafayette are responsible with water usage, we hope all users will avoid a Grade 2 restriction.

Additionally, staff would be able to communicate the Grade 1 Water Restriction in advance in order to give the community time to prepare. If conditions change, the City can postpone or remove the water restrictions.

Relevant Council Goal & Objective: N/A

Attachment: Code Section 8.2.24 (1) Grade 1 Water Restrictions (Limited)

(1) Grade 1 Watering Restriction (Limited).

The City Manager may declare and impose Grade 1 Water Restrictions(s) on water users when he/she (after consultation with the Public Works Superintendent) determines in writing that a potential for a water shortage exists based on the presence of one or more of the following events/conditions:

- Extended period(s) of above average temperatures;
- Extended period(s) of above average combined system daily demand;
- Lower than normal (seasonally-adjusted) reservoir levels;
- Below average spring and well productions;
- Transmission line or equipment failure; or
- Any other natural or man-made condition/event which reasonably could be seen by the Manager to interrupt delivery of potable water.

Public notification of the City Manager's determination shall be given by a news release to appropriate print, radio and/or television media as well as by notices delivered to water utility customers.

(a) Prohibitions Inside and Outside City Limits. During Grade 1 Water Restrictions, all City supplied water users are prohibited from:

- 1) Supplying water for above or in-ground swimming pools; and/or
- 2) Use of water outside the home other than uses described in subsections b(1) through b(6).

(b) Prohibitions Inside City Limits. During Grade 1 Water Restrictions, in-city water users are prohibited (except between 12:01 am to 10:00 am and 6:00 pm to 12:00 am) on even-numbered days for locations with even-numbered street addresses and odd-numbered days for locations with odd-numbered street addresses from:

- 1) Except for new grass or turf seeded or sodded not more than ninety (90) days prior to the City Manager's declaration, watering, sprinkling or irrigating grass or turf;
- 2) Watering, sprinkling, or irrigating flowers, plants, shrubbery, groundcover, crops, vegetation or trees;
- 3) Except to alleviate immediate fire or sanitation hazards, dust control or to meet air quality requirements mandated by the Oregon Department of Environmental Quality, the watering, wetting down, or sweeping with water, sidewalks, walkways, driveways, parking lots, open ground or other hard surfaced areas;
- 4) Power washing of buildings, roofs and homes prior to painting, repair, remodeling or reconstruction or for aesthetic purposes;

- 5) Except where public health, safety and welfare mandates otherwise, washing trucks, cars, trailers, tractors or other land vehicles or boats or other water vehicles, except by commercial establishments or fleet washing facilities which recycle or reuse the water in their washing processes; and
 - 6) Cleaning, filling, or maintaining decorative water features, natural or man-made, including but not limited to, fountains, lakes, ponds and streams, unless the water is re-circulated through the decorative water feature.
- (c) Restrictions and Prohibitions Outside City Limits. For users residing outside the City Limits, all outside watering is prohibited except for watering vegetable gardens between the hours of 12:01 am and 10:00 am and 6:00 pm and 12:00 am on even numbered days for those locations having even numbered street addresses and odd numbered days for those locations having odd numbered street addresses.

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/18	04/28/2018	23698	679	A1 Backflow Services	Multiple	1	300.300.705.00	.00	385.05
04/18	04/28/2018	23699	190	AFLAC	331815	1	100.000.220.00	.00	168.22
04/18	04/28/2018	23700	329	Alexonet Inc	Multiple	10	400.400.705.30	.00	3,927.40
04/18	04/28/2018	23701	1481	Alice McHugh & Angela McAdoo	DEP REFUN	2	400.400.750.00	.00	109.32
04/18	04/28/2018	23702	127	Baker & Taylor	Multiple	1	100.104.715.00	.00	53.31
04/18	04/28/2018	23703	151	Beery, Elsner & Hammond	APRIL 2018	10	400.400.700.00	.00	1,047.97
04/18	04/28/2018	23704	1064	Botten's Equipment Rental	1-551840	10	400.400.707.00	.00	120.00
04/18	04/28/2018	23705	255	Cascade Columbia	Multiple	1	400.400.616.00	.00	3,657.32
04/18	04/28/2018	23706	340	Chuck Colvin Auto Center	F0QS460991	1	400.400.614.00	.00	35.35
04/18	04/28/2018	23707	189	CIS Trust	MAY 2018	22	400.400.594.00	.00	6,367.47
04/18	04/28/2018	23708	105	City of Dayton	Multiple	1	300.301.707.00	.00	1,705.37
04/18	04/28/2018	23709	362	City of Newberg	Multiple	2	100.106.716.00	.00	1,953.48
04/18	04/28/2018	23710	169	City of Yamhill	00311	1	101.101.705.40	.00	250.00
04/18	04/28/2018	23711	860	City Sweepers, LLC	11018	1	200.200.614.40	.00	693.02
04/18	04/28/2018	23712	1127	Copiers Northwest, Inc	INV1733771	10	400.400.601.00	.00	365.75
04/18	04/28/2018	23713	323	Dayton FFA	EGG HUNT	1	500.500.752.20	.00	500.00
04/18	04/28/2018	23714	111	DCBS Fiscal Services	MARCH 201	1	100.106.700.35	.00	33.42
04/18	04/28/2018	23715	1213	Delano M Linke	DEP REF 90	2	400.400.750.00	.00	150.00
04/18	04/28/2018	23716	120	DND Electrical Contractors	1760	10	400.400.707.00	.00	120.00
04/18	04/28/2018	23717	789	Edge Analytical	Multiple	1	300.300.751.00	.00	525.00
04/18	04/28/2018	23718	543	Ferrellgas	Multiple	1	100.100.707.30	.00	1,221.20
04/18	04/28/2018	23719	614	Frontier	Multiple	1	300.300.602.00	.00	368.06
04/18	04/28/2018	23720	542	Grainger	9758099585	2	400.400.601.00	.00	66.58
04/18	04/28/2018	23721	167	GSI Water Solutions, Inc	Multiple	1	300.300.705.00	.00	1,108.70
04/18	04/28/2018	23722	321	Industrial Welding Supply, Inc	955851	6	400.400.617.00	.00	52.00
04/18	04/28/2018	23723	134	Iron Mountain Records Mgmt	PYB2635	10	400.400.601.00	.00	57.84
04/18	04/28/2018	23724	1483	John Barth & Tiffany Wilmot	DEP REFUN	2	400.400.750.00	.00	62.71
04/18	04/28/2018	23725	1477	Jordyn Riley	DEP REF 04	1	100.100.750.20	.00	200.00
04/18	04/28/2018	23726	1482	Jospeh and Joni Sciangalepore	PERMIT REF	1	100.100.799.00	.00	36.62
04/18	04/28/2018	23727	989	Leo's Excavating & Trucking, Inc	41218-1	2	300.300.614.60	.00	1,090.00
04/18	04/28/2018	23728	108	Les Schwab	2020094802	6	400.400.614.00	.00	237.76
04/18	04/28/2018	23729	139	Lowe's	Multiple	1	500.500.752.00	.00	92.48
04/18	04/28/2018	23730	703	Michael & Charlotte Gunn	DEP REF 60	2	400.400.750.00	.00	111.20
04/18	04/28/2018	23731	124	Mid-Willamette Valley COG	1718308	1	100.105.705.20	.00	1,765.12
04/18	04/28/2018	23732	109	News Register	75956	10	400.400.700.10	.00	185.56
04/18	04/28/2018	23733	871	Office Depot, Inc	Multiple	10	400.400.601.00	.00	271.35
04/18	04/28/2018	23734	163	Oregon Dept of Revenue	MARCH 201	1	101.101.700.35	.00	105.00
04/18	04/28/2018	23735	256	Oregon Dept of Revenue	PR 043018	1	100.000.212.00	.00	2,113.32
04/18	04/28/2018	23736	122	Patty Ringnalda	PETTY CAS	3	100.100.601.00	.00	182.32
04/18	04/28/2018	23737	103	PGE	Multiple	1	300.300.600.00	.00	5,895.66
04/18	04/28/2018	23738	621	Portland Engineering, Inc	7700	2	300.300.705.00	.00	60.00
04/18	04/28/2018	23739	106	Recology Western Oregon	0894810	2	200.200.603.00	.00	245.91
04/18	04/28/2018	23740	224	Ridgeway Supply	0047314-IN	6	400.400.617.00	.00	30.03
04/18	04/28/2018	23741	1194	Rochelle Roaden	EXP REIMB	12	400.400.611.00	.00	58.17
04/18	04/28/2018	23742	1484	Sarah Cleaver	DEP REF	1	100.100.750.20	.00	200.00
04/18	04/28/2018	23743	1486	Sarah K Butler	18-0006 JUD	1	101.101.799.00	.00	30.00
04/18	04/28/2018	23744	615	Schneider Water Services	9529	1	300.300.614.40	.00	6,975.00
04/18	04/28/2018	23745	937	Schulz-Clearwater Sanitation, Inc	Multiple	1	100.103.619.00	.00	590.57
04/18	04/28/2018	23746	141	Staples Credit Plan	Multiple	10	400.400.601.00	.00	217.71
04/18	04/28/2018	23747	1485	Strategic Economic Development	200001958	10	400.400.611.00	.00	40.00
04/18	04/28/2018	23748	171	Terminix Processing Center	374207812	10	100.104.707.00	.00	73.00
04/18	04/28/2018	23749	1006	US Bank	Multiple	6	400.400.602.00	.00	1,021.99
04/18	04/28/2018	23750	1001	Utility Service Co., Inc	445292	1	600.600.930.60	.00	15,425.85

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/18	04/28/2018	23751	186	VFW post # 10626	Multiple	1	101.101.705.00	.00	437.50
04/18	04/28/2018	23752	154	Westech Engineering, Inc	Multiple	1	700.700.910.40	.00	9,768.69
04/18	04/28/2018	23753	112	Wilco	D000012276	7	400.400.614.10	.00	588.91
04/18	04/28/2018	23754	114	Yamhill County Sheriff	APRIL 2018	1	101.101.705.10	.00	10,922.42
04/18	04/28/2018	23755	115	Yamhill County Sheriff	MARCH 201	1	101.101.700.35	.00	36.00
04/18	04/28/2018	23756	117	YCOM	FY18-11-DA	1	101.101.770.00	.00	2,426.25
04/18	04/28/2018	23757	1464	Zoe Monahan	EMP REIMB	12	400.400.611.00	.00	39.94
04/18	04/28/2018	23758	105	City of Dayton	BF PERMIT	1	100.103.619.00	.00	49.28
04/18	04/30/2018	23759	256	Oregon Dept of Revenue	2018 QTR 1	11	400.400.592.00	.00	110.76
Grand Totals:								.00	86,738.91

TO: MAYOR WYTOSKI AND CITY COUNCIL MEMBERS

**THROUGH: ZOE MONAHAN
CITY MANAGER**

**FROM: STEPHEN SAGMILLER
PUBLIC WORKS DIRECTOR**

SUBJECT: PUBLIC WORKS ACTIVITIES REPORT MAY 2018

Water:

Water service repair
Repair chlorine at TP
Laurie Lane Water Main replacement
Regulatory Samples bi weekly
Daily rounds
Work orders
Locates
Water service repair
Meter reading
Meter Re Reads
Turn ons / turn offs
Water Report to Lafayette
Water report to State
Meter replacement (various)
Emergency shut offs (various)
Receive chemicals at Treatment Plant
System flushing

Wastewater:

Regulatory Samples bi weekly
Daily Rounds
Check operation of lift stations daily
Locates
DMR to DEQ
End of discharge
Repair 9th St. LS
Mowing at lagoons

Parks:

Mow parks
Clean Restrooms at park daily
Dump garbage all parks
Repair sprinkler system at CH SQ

Clean vandalism at AS Park
Move benches to park

Facilities:

Dump garbage at CC
Fire extinguisher checks
Mow at shops

Storm water:

Locates

Streets:

Street patching (various)
Dump garbage on Ferry
Street sweeping
Remove tree blocking solar speed sign

.

Misc:

Deliver agendas
Pre-construction meeting for street
overlay
Interviews