



City of Yamhill
A small taste of Oregon

Yamhill City Council

Meeting Packet

January 10, 2024

6:30 pm

Admin Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4952	Interest Income	0.00	369.81	0.00	0.00%
4921	Municipal Court Equip Assmt	58.00	378.00	900.00	42.00%
4980	Transfer In - Gen Fund	0.00	11,000.00	11,000.00	100.00%
4982	Transfer In - Sewer Fund	0.00	13,500.00	13,500.00	100.00%
4981	Transfer In - Water Fund	0.00	13,500.00	13,500.00	100.00%
	Revenue	\$58.00	\$38,747.81	\$38,900.00	
	Gross Profit	\$58.00	\$38,747.81	\$38,900.00	
Expenses					
6403	Copy/Postal/Computing	606.00	1,212.00	4,000.00	30.30%
6414	Software	3,590.59	9,467.86	5,000.00	189.36%
6408	Support Services	915.00	31,003.83	29,900.00	103.69%
	Expenses	\$5,111.59	\$41,683.69	\$38,900.00	
	Revenue Less Expenditures	(\$5,053.59)	(\$2,935.88)	\$0.00	
	Net Change in Fund Balance	(\$5,053.59)	(\$2,935.88)	\$0.00	
Fund Balances					
	Beginning Fund Balance	11,253.14	9,135.43	0.00	0.00%
	Net Change in Fund Balance	(5,053.59)	(2,935.88)	0.00	0.00%
	Ending Fund Balance	6,199.55	6,199.55	0.00	0.00%

Building Fund **Statement of Revenue and Expenditures**

Account Number		Current Period Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	20,700.00	0.00%
4939	Code Compliance Fees	225.00	375.00	500.00	75.00%
4938	County Building Services	124.85	939.18	4,000.00	23.48%
4952	Interest Income	0.00	245.48	621.00	39.53%
Revenue		\$349.85	\$1,559.66	\$25,821.00	
Gross Profit		\$349.85	\$1,559.66	\$25,821.00	
Expenses					
Requirements					
6103	Admin Clerk	99.84	1,149.82	2,805.00	40.99%
6101	City Administrator	0.00	216.29	3,317.00	6.52%
6119	Facilities Manager	106.18	106.18	2,844.00	3.73%
6328	Office Supplies	0.00	0.00	50.00	0.00%
6120	Payroll Expense	118.53	729.78	5,765.00	12.66%
6329	Postage	0.00	0.00	100.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	10,940.00	0.00%
Expenses		\$324.55	\$2,202.07	\$25,821.00	
Revenue Less Expenditures		\$25.30	(\$642.41)	\$0.00	
Net Change in Fund Balance		\$25.30	(\$642.41)	\$0.00	
Fund Balances					
	Beginning Fund Balance	27,877.84	28,545.55	0.00	0.00%
	Net Change in Fund Balance	25.30	(642.41)	0.00	0.00%
	Ending Fund Balance	27,903.14	27,903.14	0.00	0.00%

City Hall Reserve Fund **Statement of Revenue and Expenditures**

Account Number		Current Period Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	15,299.00	0.00%
4952	Interest Income	0.00	149.82	459.00	32.64%
	Revenue	\$0.00	\$149.82	\$15,758.00	
	Gross Profit	\$0.00	\$149.82	\$15,758.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	15,758.00	0.00%
	Expenses	\$0.00	\$0.00	\$15,758.00	
	Revenue Less Expenditures	\$0.00	\$149.82	\$0.00	
	Net Change in Fund Balance	\$0.00	\$149.82	\$0.00	
Fund Balances					
	Beginning Fund Balance	15,621.97	15,472.15	0.00	0.00%
	Net Change in Fund Balance	0.00	149.82	0.00	0.00%
	Ending Fund Balance	15,621.97	15,621.97	0.00	0.00%

Economic Development Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	129,226.00	0.00%
4952	Interest Income	0.00	1,271.07	3,877.00	32.78%
4970	Loan Payments	0.00	0.00	600.00	0.00%
	Revenue	\$0.00	\$1,271.07	\$133,703.00	
	Gross Profit	\$0.00	\$1,271.07	\$133,703.00	
Expenses					
6313	Administrative Costs	0.00	32.20	250.00	12.88%
6300	Attorney/Legal Fees	0.00	0.00	1,000.00	0.00%
6101	City Administrator	0.00	266.58	2,000.00	13.33%
6251	Economic Development Loan	0.00	0.00	20,000.00	0.00%
6328	Office Supplies	0.00	0.00	50.00	0.00%
6120	Payroll Expense	278.18	2,832.95	1,327.00	213.49%
6795	Reserve for Contingencies	0.00	0.00	109,076.00	0.00%
	Expenses	\$278.18	\$3,131.73	\$133,703.00	
	Revenue Less Expenditures	(\$278.18)	(\$1,860.66)	\$0.00	
	Net Change in Fund Balance	(\$278.18)	(\$1,860.66)	\$0.00	
Fund Balances					
	Beginning Fund Balance	149,717.64	151,300.12	0.00	0.00%
	Net Change in Fund Balance	(278.18)	(1,860.66)	0.00	0.00%
	Ending Fund Balance	149,439.46	149,439.46	0.00	0.00%

Park Equipment Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	4,460.00	0.00%
4952	Interest Income	0.00	114.98	134.00	85.81%
4984	Transfer in - Parks	0.00	7,500.00	7,500.00	100.00%
Revenue		\$0.00	\$7,614.98	\$12,094.00	
Gross Profit		\$0.00	\$7,614.98	\$12,094.00	
Expenses					
6402	Equipment Replacement	0.00	0.00	1,500.00	0.00%
6413	Gen Park Mxt & Improvement	0.00	0.00	1,500.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	9,094.00	0.00%
Expenses		\$0.00	\$0.00	\$12,094.00	
Revenue Less Expenditures		\$0.00	\$7,614.98	\$0.00	
Net Change in Fund Balance		\$0.00	\$7,614.98	\$0.00	
Fund Balances					
	Beginning Fund Balance	14,319.22	6,704.24	0.00	0.00%
	Net Change in Fund Balance	0.00	7,614.98	0.00	0.00%
	Ending Fund Balance	14,319.22	14,319.22	0.00	0.00%

Park SDC
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	460,000.00	0.00%
4952	Interest Income	0.00	5,405.46	13,800.00	39.17%
4792	System Development Charges	0.00	0.00	94,800.00	0.00%
	Revenue	\$0.00	\$5,405.46	\$568,600.00	
	Gross Profit	\$0.00	\$5,405.46	\$568,600.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	468,600.00	0.00%
6741	System Improvements	0.00	0.00	100,000.00	0.00%
	Expenses	\$0.00	\$0.00	\$568,600.00	
	Revenue Less Expenditures	\$0.00	\$5,405.46	\$0.00	
	Net Change in Fund Balance	\$0.00	\$5,405.46	\$0.00	
Fund Balances					
	Beginning Fund Balance	475,109.53	469,704.07	0.00	0.00%
	Net Change in Fund Balance	0.00	5,405.46	0.00	0.00%
	Ending Fund Balance	475,109.53	475,109.53	0.00	0.00%

Police Vehicle Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	3,000.00	0.00%
4952	Interest Income	0.00	214.74	90.00	238.60%
4983	Transfer in -Police Reserve	0.00	15,000.00	15,000.00	100.00%
4926	Vehicle Replacement Assmt	290.00	1,900.00	4,500.00	42.22%
	Revenue	\$290.00	\$17,114.74	\$22,590.00	
	Gross Profit	\$290.00	\$17,114.74	\$22,590.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	22,590.00	0.00%
	Expenses	\$0.00	\$0.00	\$22,590.00	
	Revenue Less Expenditures	\$290.00	\$17,114.74	\$0.00	
	Net Change in Fund Balance	\$290.00	\$17,114.74	\$0.00	
Fund Balances					
	Beginning Fund Balance	62,470.03	45,645.29	0.00	0.00%
	Net Change in Fund Balance	290.00	17,114.74	0.00	0.00%
	Ending Fund Balance	62,760.03	62,760.03	0.00	0.00%

Public Works Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4952	Interest Income	0.00	232.91	0.00	0.00%
4982	Transfer In - Sewer Fund	0.00	12,500.00	12,500.00	100.00%
4981	Transfer In - Water Fund	0.00	12,000.00	12,000.00	100.00%
Revenue		\$0.00	\$24,732.91	\$24,500.00	
Gross Profit		\$0.00	\$24,732.91	\$24,500.00	
Expenses					
6415	Lab/Office	0.00	0.00	10,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	14,500.00	0.00%
Expenses		\$0.00	\$0.00	\$24,500.00	
Revenue Less Expenditures		\$0.00	\$24,732.91	\$0.00	
Net Change in Fund Balance		\$0.00	\$24,732.91	\$0.00	
Fund Balances					
Beginning Fund Balance		26,981.57	2,248.66	0.00	0.00%
Net Change in Fund Balance		0.00	24,732.91	0.00	0.00%
Ending Fund Balance		26,981.57	26,981.57	0.00	0.00%

Report Options

Fund: Public Works Reserve Fund

Period: 12/1/2023 to 12/31/2023

Detail Level: Level 1 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Actual - Budget

Expense Reporting Method: Actual - Budget

Budget: Public Works Reserve

Sewer SDC Reserve Fund

Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	418,964.00	0.00%
4952	Interest Income	0.00	5,205.28	12,569.00	41.41%
4792	System Development Charges	0.00	0.00	116,010.00	0.00%
	Revenue	\$0.00	\$5,205.28	\$547,543.00	
	Gross Profit	\$0.00	\$5,205.28	\$547,543.00	
Expenses					
6439	Manhole Project	0.00	0.00	20,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	527,543.00	0.00%
	Expenses	\$0.00	\$0.00	\$547,543.00	
	Revenue Less Expenditures	\$0.00	\$5,205.28	\$0.00	
	Net Change in Fund Balance	\$0.00	\$5,205.28	\$0.00	
Fund Balances					
	Beginning Fund Balance	360,083.83	354,878.55	0.00	0.00%
	Net Change in Fund Balance	0.00	5,205.28	0.00	0.00%
	Ending Fund Balance	360,083.83	360,083.83	0.00	0.00%

Sidewalk Fund

Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	9,017.00	0.00%
4952	Interest Income	0.00	278.43	271.00	102.74%
4982	Transfer In - Sewer Fund	0.00	0.00	13,000.00	0.00%
4981	Transfer In - Water Fund	0.00	0.00	7,000.00	0.00%
Revenue		\$0.00	\$278.43	\$29,288.00	
Gross Profit		\$0.00	\$278.43	\$29,288.00	
Expenses					
6499	Capital Reserve	0.00	0.00	4,288.00	0.00%
6423	Sidewalk Installation	0.00	19,766.50	25,000.00	79.07%
Expenses		\$0.00	\$19,766.50	\$29,288.00	
Revenue Less Expenditures		\$0.00	(\$19,488.07)	\$0.00	
Net Change in Fund Balance		\$0.00	(\$19,488.07)	\$0.00	
Fund Balances					
	Beginning Fund Balance	8,627.44	28,115.51	0.00	0.00%
	Net Change in Fund Balance	0.00	(19,488.07)	0.00	0.00%
	Ending Fund Balance	8,627.44	8,627.44	0.00	0.00%

Stormwater SDC Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	46,400.00	0.00%
4952	Interest Income	0.00	933.75	1,392.00	67.08%
4792	System Development Charges	0.00	0.00	50,430.00	0.00%
	Revenue	\$0.00	\$933.75	\$98,222.00	
	Gross Profit	\$0.00	\$933.75	\$98,222.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	98,222.00	0.00%
	Expenses	\$0.00	\$0.00	\$98,222.00	
	Revenue Less Expenditures	\$0.00	\$933.75	\$0.00	
	Net Change in Fund Balance	\$0.00	\$933.75	\$0.00	
Fund Balances					
	Beginning Fund Balance	119,678.59	118,744.84	0.00	0.00%
	Net Change in Fund Balance	0.00	933.75	0.00	0.00%
	Ending Fund Balance	119,678.59	119,678.59	0.00	0.00%

Street Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	106,587.00	0.00%
4952	Interest Income	0.00	1,968.68	3,198.00	61.56%
4292	Recology Franchise Fees	0.00	0.00	4,900.00	0.00%
4290	State Gas Tax Revenue	0.00	39,723.42	92,400.00	42.99%
Revenue		\$0.00	\$41,692.10	\$207,085.00	
Gross Profit		\$0.00	\$41,692.10	\$207,085.00	
Expenses					
Requirements					
6103	Admin Clerk	79.87	1,478.32	2,244.00	65.88%
6101	City Administrator	0.00	137.96	2,000.00	6.90%
6306	Contract Services	0.00	3,175.38	15,000.00	21.17%
6221	Equipment/Maintenance	0.00	0.00	2,000.00	0.00%
6119	Facilities Manager	530.88	3,539.24	13,802.00	25.64%
6236	Footpaths/Bikepaths	6,280.73	8,476.98	5,000.00	169.54%
6200	Operations & Maint	234.63	10,400.36	20,000.00	52.00%
6120	Payroll Expense	1,101.95	7,045.84	19,795.00	35.59%
6121	Plant Operator	269.07	2,982.52	5,935.00	50.25%
6795	Reserve for Contingencies	0.00	0.00	56,394.00	0.00%
6241	Storm Drain Replacement	0.00	0.00	5,000.00	0.00%
6229	Street Lights	1,365.94	8,082.52	16,800.00	48.11%
6222	Street Maintenance	0.00	0.00	40,000.00	0.00%
6109	Utility Worker I	343.60	1,409.42	530.40	265.73%
6108	Utility Worker II	0.00	0.00	530.40	0.00%
Expenses		\$10,206.67	\$46,728.54	\$205,030.80	
Revenue Less Expenditures		(\$10,206.67)	(\$5,036.44)	\$2,054.20	
Net Change in Fund Balance		(\$10,206.67)	(\$5,036.44)	\$2,054.20	
Fund Balances					
Beginning Fund Balance		186,193.14	181,022.91	0.00	0.00%
Net Change in Fund Balance		(10,206.67)	(5,036.44)	2,054.20	0.00%
Ending Fund Balance		175,986.47	175,986.47	0.00	0.00%

Water SDC Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	531,000.00	0.00%
4952	Interest Income	0.00	7,052.11	15,930.00	44.27%
4792	System Development Charges	0.00	0.00	194,880.00	0.00%
	Revenue	\$0.00	\$7,052.11	\$741,810.00	
	Gross Profit	\$0.00	\$7,052.11	\$741,810.00	
Expenses					
Requirements					
6540	Merkley Grant Match	0.00	0.00	48,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	435,810.00	0.00%
6416	System Development	15,000.00	15,000.00	100,000.00	15.00%
6524	Transfer Out (Water Debt Svc)	0.00	158,000.00	158,000.00	100.00%
	Expenses	\$15,000.00	\$173,000.00	\$741,810.00	
	Revenue Less Expenditures	(\$15,000.00)	(\$165,947.89)	\$0.00	
	Net Change in Fund Balance	(\$15,000.00)	(\$165,947.89)	\$0.00	
Fund Balances					
	Beginning Fund Balance	61,957.39	212,905.28	0.00	0.00%
	Net Change in Fund Balance	(15,000.00)	(165,947.89)	0.00	0.00%
	Ending Fund Balance	46,957.39	46,957.39	0.00	0.00%

Water Debt Service Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	140,382.00	0.00%
4952	Interest Income	0.00	4,063.07	4,211.00	96.49%
4991	Transfer In - Water SDC	0.00	158,000.00	158,000.00	100.00%
4960	Users Fees	11,178.63	93,774.52	124,800.00	75.14%
	Revenue	\$11,178.63	\$255,837.59	\$427,393.00	
	Gross Profit	\$11,178.63	\$255,837.59	\$427,393.00	
Expenses					
6150	Debt Service Expense	0.00	216,150.42	216,150.00	100.00%
6152	Reserved Debt Service Requirem	0.00	0.00	58,122.00	0.00%
6598	Unappropriated Ending Fund Bal	0.00	0.00	153,121.00	0.00%
	Expenses	\$0.00	\$216,150.42	\$427,393.00	
	Revenue Less Expenditures	\$11,178.63	\$39,687.17	\$0.00	
	Net Change in Fund Balance	\$11,178.63	\$39,687.17	\$0.00	
Fund Balances					
	Beginning Fund Balance	416,045.10	387,536.56	0.00	0.00%
	Net Change in Fund Balance	11,178.63	39,687.17	0.00	0.00%
	Ending Fund Balance	427,223.73	427,223.73	0.00	0.00%

Report Options

Fund: Water Debt Service

Period: 12/1/2023 to 12/31/2023

Detail Level: Level 1 Accounts

Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Actual - Budget

Expense Reporting Method: Actual - Budget

Budget: Water Debt Service

Water Debt Depreciation Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	30,575.00	0.00%
4952	Interest Income	0.00	342.95	500.00	68.59%
4981	Transfer In - Water Fund	0.00	5,000.00	5,000.00	100.00%
	Revenue	\$0.00	\$5,342.95	\$36,075.00	
	Gross Profit	\$0.00	\$5,342.95	\$36,075.00	
Expenses					
6428	Impound Projects	0.00	0.00	500.00	0.00%
6407	Intake Structure	0.00	0.00	500.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	75.00	0.00%
6409	SCADA/ Security System	0.00	0.00	5,000.00	0.00%
6405	Vehicle Lease	0.00	0.00	15,000.00	0.00%
6426	Water Filter Media	0.00	5,100.00	15,000.00	34.00%
	Expenses	\$0.00	\$5,100.00	\$36,075.00	
	Revenue Less Expenditures	\$0.00	\$242.95	\$0.00	
	Net Change in Fund Balance	\$0.00	\$242.95	\$0.00	
Fund Balances					
	Beginning Fund Balance	(8,819.63)	(9,062.58)	0.00	0.00%
	Net Change in Fund Balance	0.00	242.95	0.00	0.00%
	Ending Fund Balance	(8,819.63)	(8,819.63)	0.00	0.00%

Water Fund

Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance		0.00	400,000.00	0.00%
4952	Interest Income		12,127.45	12,000.00	101.06%
4964	Merkley Grant		0.00	192,000.00	0.00%
4913	Miscellaneous Income	2,706.86	6,189.11	8,000.00	77.36%
4965	Rock Damn Income	100,000.00	100,000.00	100,000.00	100.00%
4940	Security Deposits	268.68	1,674.30	5,000.00	33.49%
4960	Users Fees	44,664.06	374,856.95	558,685.00	67.10%
	Revenue	\$147,639.60	\$494,847.81	\$1,275,685.00	
	Gross Profit	\$147,639.60	\$494,847.81	\$1,275,685.00	
Expenses					
Requirements					
6442	3rd Street Project	6,403.94	180,829.90	185,000.00	97.75%
6103	Admin Clerk	499.20	8,490.54	14,025.00	60.54%
6110	Admin Part-Time	308.55	1,822.05	3,010.00	60.53%
6325	Ads & Printing		0.00	100.00	0.00%
6300	Attorney/Legal Fees		1,026.00	11,000.00	9.33%
6301	Audit Fees		3,750.00	6,000.00	62.50%
6326	Chemicals	3,889.00	14,926.00	20,000.00	74.63%
6101	City Administrator		1,724.53	21,992.00	7.84%
6102	City Clerk	602.89	7,203.68	15,300.00	47.08%
6306	Contract Services	24,116.79	53,631.22	90,000.00	59.59%
6445	Dam Rock Improvement		9,672.50	120,000.00	8.06%
6427	Deposit Refund		0.00	500.00	0.00%
6237	Distribution System	37.21	11,067.04	45,000.00	24.59%
6305	Dues, Travel, Training		2,659.38	4,500.00	59.10%
6334	Emergency Services		0.00	2,000.00	0.00%
6402	Equipment Replacement	507.96	507.96	0.00	0.00%
6119	Facilities Manager	1,008.67	14,247.68	25,880.00	55.05%
6443	Hwy 240 Valve Replacement		52,278.75	100,000.00	52.28%
6232	Large Meter Testing		0.00	1,500.00	0.00%
6202	Liability Insurance		31,474.51	30,000.00	104.92%
6233	Meter Replacement		12,193.84	10,000.00	121.94%
6203	Misc. Tools		0.00	1,000.00	0.00%
6252	Miscellaneous Expense		121.79	1,000.00	12.18%
6230	Office Equip/Maint/Supplies	8.74	599.35	1,000.00	59.94%
6444	Olive Street Design	6,006.25	6,006.25	42,000.00	14.30%
6200	Operations & Maint	1,087.63	30,507.15	45,000.00	67.79%
6115	Overtime		1,009.29	4,000.00	25.23%
6118	Pager Pay	106.50	1,106.25	3,500.00	31.61%
6120	Payroll Expense	4,875.40	38,252.16	103,912.00	36.81%
6204	Permits	834.00	2,409.00	2,500.00	96.36%
6121	Plant Operator	1,210.81	13,335.79	26,707.00	49.93%
6329	Postage	131.10	1,379.15	2,000.00	68.96%
6441	Res. to Plant Tie Feasability		0.00	75,000.00	0.00%
6795	Reserve for Contingencies		0.00	86,134.00	0.00%
6521	Reserve Transfer (ACER Reserve		13,500.00	13,500.00	100.00%
6415	Reservoir Cleaning		0.00	10,000.00	0.00%
6208	Safety Equipment & Supplies		424.24	1,000.00	42.42%

Water Fund
Statement of Revenue and Expenditures

		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Account Number					
6417	Sludge Hauling		0.00	3,000.00	0.00%
6111	Summer Help PW		0.00	1,300.00	0.00%
6525	Transfer Out (PW Reserve)		12,000.00	12,000.00	100.00%
6529	Transfer Out (Water Deprec)		5,000.00	5,000.00	100.00%
6210	Utilities	2,821.62	10,586.10	24,750.00	42.77%
6109	Utility Worker I	786.20	9,884.25	8,326.20	118.71%
6108	Utility Worker II		0.00	7,248.80	0.00%
6027	Vehicle Maintenance	3,985.88	3,985.88	10,000.00	39.86%
6426	Water Filter Media		67,385.00	0.00	0.00%
Other Expense					
6201	Lab Equipment		494.61	5,000.00	9.89%
6440	Transmission Line Feasibility		0.00	75,000.00	0.00%
Expenses		\$59,228.34	\$625,491.84	\$1,275,685.00	
Revenue Less Expenditures		\$88,411.26	(\$130,644.03)	\$0.00	
Net Change in Fund Balance		\$88,411.26	(\$130,644.03)	\$0.00	
Fund Balances					
	Beginning Fund Balance	19,767.67	238,822.96	0.00	0.00%
	Net Change in Fund Balance	88,411.26	(130,644.03)	0.00	0.00%
	Ending Fund Balance	108,178.93	108,178.93	0.00	0.00%

Sewer System Reserve Fund

Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	63,000.00	0.00%
4952	Interest Income	0.00	616.88	1,890.00	32.64%
	Revenue	\$0.00	\$616.88	\$64,890.00	
	Gross Profit	\$0.00	\$616.88	\$64,890.00	
Expenses					
6745	Ellie's Lift Station	0.00	0.00	15,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	49,890.00	0.00%
	Expenses	\$0.00	\$0.00	\$64,890.00	
	Revenue Less Expenditures	\$0.00	\$616.88	\$0.00	
	Net Change in Fund Balance	\$0.00	\$616.88	\$0.00	
Fund Balances					
	Beginning Fund Balance	64,878.01	64,261.13	0.00	0.00%
	Net Change in Fund Balance	0.00	616.88	0.00	0.00%
	Ending Fund Balance	64,878.01	64,878.01	0.00	0.00%

Sewer Debt Service

Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	38,780.00	0.00%
4952	Interest Income	0.00	779.00	1,163.00	66.98%
4960	Users Fees	7,482.93	48,543.53	42,000.00	115.58%
	Revenue	\$7,482.93	\$49,322.53	\$81,943.00	
	Gross Profit	\$7,482.93	\$49,322.53	\$81,943.00	
Expenses					
Requirements					
6150	Debt Service Expense	50,793.37	51,593.37	54,181.00	95.22%
6795	Reserve for Contingencies	0.00	0.00	27,762.00	0.00%
	Expenses	\$50,793.37	\$51,593.37	\$81,943.00	
	Revenue Less Expenditures	(\$43,310.44)	(\$2,270.84)	\$0.00	
	Net Change in Fund Balance	(\$43,310.44)	(\$2,270.84)	\$0.00	
Fund Balances					
	Beginning Fund Balance	104,944.07	63,904.47	0.00	0.00%
	Net Change in Fund Balance	(43,310.44)	(2,270.84)	0.00	0.00%
	Ending Fund Balance	61,633.63	61,633.63	0.00	0.00%

Sewer Fund

Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	480,000.00	0.00%
4952	Interest Income	0.00	8,711.20	12,000.00	72.59%
4913	Miscellaneous Income	2,706.86	3,912.95	0.00	0.00%
4940	Security Deposits	359.76	1,932.88	8,000.00	24.16%
4963	Stormwater	881.88	5,920.42	12,000.00	49.34%
4960	Users Fees	30,030.56	196,769.78	404,330.00	48.67%
Revenue		\$33,979.06	\$217,247.23	\$916,330.00	
Gross Profit		\$33,979.06	\$217,247.23	\$916,330.00	
Expenses					
Requirements					
6103	Admin Clerk	499.20	8,490.54	14,025.00	60.54%
6110	Admin Part-Time	299.48	1,768.48	3,010.00	58.75%
6325	Ads & Printing	0.00	0.00	200.00	0.00%
6498	ARPA Grant	0.00	32,777.83	80,000.00	40.97%
6300	Attorney/Legal Fees	0.00	0.00	1,500.00	0.00%
6301	Audit Fees	0.00	1,875.00	5,500.00	34.09%
6326	Chemicals	0.00	0.00	2,000.00	0.00%
6101	City Administrator	0.00	1,724.53	16,792.00	10.27%
6102	City Clerk	602.89	7,203.68	15,300.00	47.08%
6227	Collection System	0.00	1,621.00	30,000.00	5.40%
6306	Contract Services	1,502.50	18,683.92	30,000.00	62.28%
6427	Deposit Refund	0.00	39.99	500.00	8.00%
6305	Dues, Travel, Training	0.00	1,705.61	4,000.00	42.64%
6334	Emergency Services	0.00	0.00	5,000.00	0.00%
6119	Facilities Manager	1,008.67	14,247.68	25,880.00	55.05%
6231	I & I, TV Insp & Cleaning	0.00	0.00	10,000.00	0.00%
6202	Liability Insurance	0.00	12,589.80	12,000.00	104.92%
6439	Manhole Project	0.00	0.00	100,000.00	0.00%
6203	Misc. Tools	0.00	129.90	1,300.00	9.99%
6252	Miscellaneous Expense	0.00	291.17	500.00	58.23%
6230	Office Equip/Maint/Supplies	0.00	395.47	750.00	52.73%
6328	Office Supplies	8.74	19.99	500.00	4.00%
6200	Operations & Maint	5,318.07	29,317.66	35,000.00	83.76%
6115	Overtime	0.00	1,009.25	2,000.00	50.46%
6118	Pager Pay	106.50	1,106.25	3,000.00	36.88%
6120	Payroll Expense	4,637.55	36,873.03	103,912.00	35.48%
6204	Permits	0.00	3,583.00	5,000.00	71.66%
6121	Plant Operator	1,210.81	13,335.79	26,707.00	49.93%
6329	Postage	131.09	1,379.11	2,500.00	55.16%
6795	Reserve for Contingencies	0.00	0.00	233,929.00	0.00%
6521	Reserve Transfer (ACER Reserve	0.00	13,500.00	13,500.00	100.00%
6208	Safety Equipment & Supplies	0.00	1,344.29	2,000.00	67.21%
6417	Sludge Hauling	0.00	0.00	7,000.00	0.00%
6525	Transfer Out (PW Reserve)	0.00	12,500.00	12,500.00	100.00%
6210	Utilities	751.06	10,261.67	24,750.00	41.46%
6422	Utility Truck Purchase	0.00	0.00	60,000.00	0.00%
6109	Utility Worker I	786.20	9,884.25	8,326.20	118.71%
6108	Utility Worker II	0.00	0.00	12,449.00	0.00%

Sewer Fund
Statement of Revenue and Expenditures

		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Account Number					
6027	Vehicle Maintenance	3,290.55	4,988.84	3,000.00	166.29%
Other Expense					
6201	Lab Equipment	0.00	0.00	2,000.00	0.00%
	Expenses	\$20,153.31	\$242,647.73	\$916,330.20	
	Revenue Less Expenditures	\$13,825.75	(\$25,400.50)	(\$0.20)	
	Net Change in Fund Balance	\$13,825.75	(\$25,400.50)	(\$0.20)	

Fund Balances

Beginning Fund Balance	481,941.23	521,167.48	0.00	0.00%
Net Change in Fund Balance	13,825.75	(25,400.50)	(0.20)	0.00%
Ending Fund Balance	495,766.98	495,766.98	0.00	0.00%

General Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
General Revenues					
4100	Beginning Budget Balance	0.00	0.00	312,103.00	0.00%
4932	Business License	25.00	125.00	500.00	25.00%
4902	Cigarette Taxes	0.00	386.68	1,500.00	25.78%
4915	Dog License Revenue	0.00	154.50	500.00	30.90%
4925	Franchise Fees	303.27	6,274.70	55,000.00	11.41%
4944	Grant - ODOT DUII	0.00	1,035.60	4,000.00	25.89%
4942	Grant - ODOT Seat Belt	0.00	782.12	3,500.00	22.35%
4943	Grant - ODOT Speed	0.00	5,143.75	4,000.00	128.59%
4945	Grant -ODOT Distracted Driving	0.00	1,978.67	3,500.00	56.53%
4952	Interest Income	0.00	9,938.05	9,363.00	106.14%
4962	Land Use Fees	0.00	6,950.00	15,000.00	46.33%
4903	Liquor Taxes	0.00	9,999.03	19,500.00	51.28%
4913	Miscellaneous Income	250.00	2,396.72	1,000.00	239.67%
4928	Municipal Court Fees	583.69	10,148.35	20,000.00	50.74%
4924	Municipal Court Fines	5,183.44	26,751.58	50,000.00	53.50%
4941	Municipal Court Training Assmt	87.00	567.00	1,000.00	56.70%
4951	National Night Out	0.00	0.00	1,500.00	0.00%
4961	Park Fees	0.00	555.00	1,200.00	46.25%
4914	Police Misc. Income	2,756.86	6,388.55	7,000.00	91.27%
4922	Police Service Fee	2,205.53	14,815.53	29,000.00	51.09%
4950	Police SRO-Yamhill/Carlton SD	3,125.00	11,250.00	10,000.00	112.50%
4901	Previously Levied Taxes	0.00	6,753.69	11,000.00	61.40%
4900	Property Tax Revenue	0.00	345,689.64	470,113.00	73.53%
4904	State Revenue Sharing	0.00	7,523.94	15,000.00	50.16%
4923	Towing Fees	0.00	0.00	100.00	0.00%
General Revenues Totals		\$14,519.79	\$475,608.10	\$1,045,379.00	
Revenue		\$14,519.79	\$475,608.10	\$1,045,379.00	
Gross Profit		\$14,519.79	\$475,608.10	\$1,045,379.00	
Expenses					
Administrative Dept					
6103	Admin Clerk	299.52	3,449.47	8,415.00	40.99%
6110	Admin Part-Time	299.48	1,748.46	6,020.00	29.04%
6325	Ads & Printing	0.00	88.56	2,500.00	3.54%
6300	Attorney/Legal Fees	0.00	628.50	15,000.00	4.19%
6301	Audit Fees	0.00	1,875.00	10,000.00	18.75%
6412	Building Maintenance	148.00	412.48	3,000.00	13.75%
6335	Christmas Decorations	49.56	49.56	1,000.00	4.96%
6101	City Administrator	0.00	2,483.30	29,982.00	8.28%
6102	City Clerk	361.73	4,322.18	9,180.00	47.08%
6306	Contract Services	0.00	6,344.99	14,000.00	45.32%
6305	Dues, Travel, Training	0.00	1,547.93	2,000.00	77.40%
6334	Emergency Services	0.00	0.00	1,000.00	0.00%
6309	Janitorial Services	0.00	350.00	2,600.00	13.46%
6202	Liability Insurance	0.00	10,491.50	9,000.00	116.57%
6252	Miscellaneous Expense	0.00	222.32	750.00	29.64%
6328	Office Supplies	105.97	767.63	2,500.00	30.71%
6200	Operations & Maint	646.75	5,250.64	7,000.00	75.01%
6120	Payroll Expense	1,313.64	11,396.39	38,441.00	29.65%

General Fund
Statement of Revenue and Expenditures

Account Number		Current Period Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
6329	Postage	0.00	210.66	400.00	52.67%
6795	Reserve for Contingencies	0.00	0.00	91,145.00	0.00%
6521	Reserve Transfer (ACER Reserve)	0.00	11,000.00	11,000.00	100.00%
6210	Utilities	1,051.53	5,619.01	10,304.00	54.53%
6032	Website/IT	50.00	12,066.70	12,000.00	100.56%
Administrative Dept Totals		\$4,326.18	\$80,325.28	\$287,237.00	
City Council					
6332	Community Support Services	0.00	0.00	2,000.00	0.00%
6305	Dues, Travel, Training	0.00	1,350.46	2,500.00	54.02%
6252	Miscellaneous Expense	0.00	426.87	1,000.00	42.69%
6328	Office Supplies	0.00	75.00	0.00	0.00%
City Council Totals		\$0.00	\$1,852.33	\$5,500.00	
Municipal Court					
6103	Admin Clerk	119.81	1,379.80	3,366.00	40.99%
6250	Assessments	1,336.00	8,269.53	20,000.00	41.35%
6300	Attorney/Legal Fees	0.00	0.00	300.00	0.00%
6224	Bail Refunds	65.00	230.00	500.00	46.00%
6102	City Clerk	844.05	10,085.12	21,420.00	47.08%
6310	Court Interpreter	200.00	600.00	1,200.00	50.00%
6305	Dues, Travel, Training	0.00	676.94	2,000.00	33.85%
6311	Municipal Judge	500.00	1,500.00	3,000.00	50.00%
6328	Office Supplies	0.00	0.00	500.00	0.00%
6200	Operations & Maint	0.00	714.01	2,000.00	35.70%
6120	Payroll Expense	1,127.43	8,690.31	19,770.00	43.96%
Municipal Court Totals		\$4,192.29	\$32,145.71	\$74,056.00	
Park Dept					
6200	Operations & Maint	222.45	9,368.93	3,000.00	312.30%
6113	Part-Time Help PW	464.00	464.00	8,741.00	5.31%
6120	Payroll Expense	75.44	437.14	9,151.00	4.78%
6523	Reserve Transfer (Park)	0.00	7,500.00	7,500.00	100.00%
6401	Trees	4,214.00	4,214.00	4,000.00	105.35%
6210	Utilities	99.53	418.08	1,500.00	27.87%
6109	Utility Worker I	0.00	2,247.27	5,136.00	43.76%
6108	Utility Worker II	0.00	0.00	2,652.00	0.00%
Park Dept Totals		\$5,075.42	\$24,649.42	\$41,680.00	
Planning Dept					
6103	Admin Clerk	399.36	4,599.31	3,366.00	136.64%
6325	Ads & Printing	0.00	1,064.96	1,000.00	106.50%
6303	City Planner	1,140.00	6,720.00	7,000.00	96.00%
6306	Contract Services	9,094.32	45,753.06	10,000.00	457.53%
6305	Dues, Travel, Training	0.00	0.00	200.00	0.00%
6328	Office Supplies	0.00	75.00	100.00	75.00%
6120	Payroll Expense	607.97	3,575.92	13,108.00	27.28%
6114	Planning/ City Administrator	0.00	344.91	5,000.00	6.90%
Planning Dept Totals		\$11,241.65	\$62,133.16	\$39,774.00	
Police Dept					
6304	911 YCOM Dispatch	1,081.58	5,407.90	19,000.00	28.46%
6300	Attorney/Legal Fees	0.00	0.00	3,100.00	0.00%
6305	Dues, Travel, Training	520.90	2,904.12	4,100.00	70.83%
6221	Equipment/Maintenance	0.00	1,717.92	4,750.00	36.17%
6337	Fuel	5,862.23	5,862.23	12,000.00	48.85%
6333	Investigation Expenses	791.00	1,023.40	1,100.00	93.04%

Statement of Revenue and Expenditures

		Current Period Dec 2023 Actual	Year-To-Date Jul 2023 Dec 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Account Number					
6202	Liability Insurance	0.00	15,387.53	14,000.00	109.91%
6252	Miscellaneous Expense	0.00	0.00	550.00	0.00%
6253	Miscellaneous Grant Expenses	0.00	0.00	1,000.00	0.00%
6977	Mobile Data Computers	0.00	0.00	3,000.00	0.00%
6336	National Night Out Expense	0.00	705.00	2,000.00	35.25%
6117	ODOT Grant Payroll	0.00	3,510.61	15,000.00	23.40%
6328	Office Supplies	142.91	1,594.10	2,300.00	69.31%
6115	Overtime	143.22	2,102.40	3,000.00	70.08%
6120	Payroll Expense	8,077.93	71,138.04	200,682.00	35.45%
6254	Peer Support Expense	0.00	0.00	150.00	0.00%
6104	Police Chief	4,230.40	47,855.72	99,500.00	48.10%
6122	Police Corporal	2,926.97	35,369.67	76,100.00	46.48%
6331	Police Equipment	300.00	3,793.43	9,200.00	41.23%
6976	Police Radios	0.00	0.00	800.00	0.00%
6404	Policy & Procedure Manual	0.00	2,097.14	2,100.00	99.86%
6106	Reserve Officer	775.00	4,062.22	10,000.00	40.62%
6522	Reserve Transfer (PD Vehicle)	0.00	15,000.00	15,000.00	100.00%
6327	Resource Materials	132.70	132.70	1,050.00	12.64%
6107	Traffic Officer	2,546.19	30,351.08	66,200.00	45.85%
6330	Uniform Allowance	164.93	940.97	3,350.00	28.09%
6210	Utilities	416.72	2,904.57	3,100.00	93.70%
6405	Vehicle Lease	0.00	12,850.00	15,000.00	85.67%
6027	Vehicle Maintenance	392.37	4,748.03	10,000.00	47.48%
Police Dept Totals		\$28,505.05	\$271,458.78	\$597,132.00	
Expenses		\$53,340.59	\$472,564.68	\$1,045,379.00	
Revenue Less Expenditures		(\$38,820.80)	\$3,043.42	\$0.00	
Net Change in Fund Balance		(\$38,820.80)	\$3,043.42	\$0.00	

Fund Balances

Beginning Fund Balance	339,163.01	297,298.79	0.00	0.00%
Net Change in Fund Balance	(38,820.80)	3,043.42	0.00	0.00%
Ending Fund Balance	300,342.21	300,342.21	0.00	0.00%

Report Options

Fund: General Fund

Period: 12/1/2023 to 12/31/2023

Detail Level: Level 1 Accounts

Display Account Categories: Yes

Revenue Reporting Method: Actual - Budget

Expense Reporting Method: Actual - Budget

Budget: General Fund Master

Display Subtotals: No



City of Yamhill

A small taste of Oregon

**CITY COUNCIL
REGULAR MEETING
Wednesday, October 4, 2023
6:30 pm**

MINUTES

1. CALL TO ORDER

The meeting was called to order on October 4, 2023, at 6:30 p.m.

Roll Call

Present, In-Person: Mayor Yvette Potter; Councilors Kay Echuari, Marci Hedin, Shea Corrigan
Councilor, Tim Askey

Staff Present, In-Person: Chief Greg Graven, Police Department; Jason Wofford, Public Works;
Angie Fowler, City Recorder

2. FLAG SALUTE

3. PUBLIC COMMENT (2:45)

Mayor Potter started public comment by reminding everyone present that this is their time to speak on the items listed on the agenda. After public comment is closed, there is no option later for someone from the spectators to comment. She also, reminded the audience that people should speak from the podium, there is a 3-minute time limit for public comment, and that other spectators should be silent when not at the podium to speak.

Robert Davis, 212 N Maple St.

I have a question about an Agenda Item. Presentations and Public hearings. I'm just wondering what that might entail. The presentations, will you be opening that up to YNA (Yamhill Neighborhood Association) again?

Mayor Potter stated that we will not be opening presentations to the YNA (or other non-city-sanctioned organizations). Previously, they were on the agenda as a courtesy, and it was not working out well. We have decided to stick to the public services that are offered by City agencies. At this time, if anyone wished to address the Council, public comment would be where they would have that opportunity.

Mr. Davis also asked where he could get a list of the CIP projects.

Mr. Davis, on behalf of YNA, spoke of an ADD refresher course. This will probably be scheduled the second to last Friday of the month and they are hoping that people can come out. Last, Mr. Davis spoke of the agenda item for Measure 110 Repeal. He stated that he agrees with the Chief and the Council, it looked like a good plan, but it doesn't work. He believes that it should be repealed.

Cathy Phillips, 19625 NE Laughlin Rd.

On the water rate study. We have had our meeting for the Water Advisory Board, I'm speaking for myself that there is still some confusion, still concerns on the rates...On the amount that you're looking at.

So I guess I would just ask again, to think about doing it in slower mode. It'd be interesting to see just doing a partial part of it. You can change your rate structure to follow is plan is so changing to how a billing system is going to work for everybody involved.

But anyways, just maybe see how the revenue is raised and how much more you need to go.

Rodney Peloquin, 19301 Adcock Rd., Pleasant View Water Dist. member

I want to post a question. As I read the water study, it's the water meter ratio that the OAWU presented as a turn turning outside water meters, outside the district, is much harsher with the higher the number of users for an outside district for each meter size. As an example, the ratio of a 14:1 to one point meter width as opposed to technically we have 40 users (40:1) and what that means is that the number of gallons allocated as a minimum under there gets closer and around 1200 gallon per household. As opposed to in town being 4000 gallons [per household]. I don't want to get into details. But I really recommend that the city council try to understand, clearly, that water meter ratio numbers the water association is recommending to you does to the outside districts. I do not know the size of the meters and other districts have. I know that West Yamhill water has the next lower number of people at about 29. I don't know if they have a 4" meter or what. But that concerns. That would put quite the burden. I looked at the numbers and for our averages. Again, I'm not an official person, but on average is telling me our rates overall. And also, there's another question I'd have you ask. This is probably a historical thing that's done. Nobody can answer why it is but what is the rationale? Outside is just like ours has 4" meter, what's the rationale for picking this \$1,300 amount now?

With that structure, you don't really have an increased user cost. You have one meter to read per month and there's no, according to this, after meter replacement costs and infrastructure, I don't think you have any [unintelligible].

Susan Corbett Furgal, 7120 NW Bony Rd., Pleasant View Water Dist. member

I had a couple of questions. If, I mean, we just spent last year we've had a steel blow on the main valve and being torn away to fix if that valve were to do is that on the outline districts or is that something that's in store? That's what I thought. We had a blowout on the main valve that cost us \$6,000 to have it fixed. And we are now in the process of replacing our pumps which will cost around \$20,000 and that's the volunteer plumbing. So, I guess my comment is: I would really appreciate it, if when the new rate structure, if you would not charge the outlying districts more than the city. And I know that's a very goes way back... It's a situation that arises from some animosity in some ways for the outlying district, but strictly from numbers, we have to provide all of our own maintenance. And so, you know, kind of following up on what Rod says, really consider what are expenses are, they're all on us. And if that mean, the mainline fails, we have and we certainly don't have enough in the bank. So, it really puts us at risk for health and for fire prevention. Thank you.

Mayor Potter asked if anyone else in the room would like to make public comment. There were none. She then asked if there was anyone online that would like to make public comment. There were none.

Public comment was closed.

4. AGENDA UPDATES AND ADDITIONS (changes made after agenda and packet were posted)

Item 5 – **Remove** *CONSENT AGENDA* there is nothing in this section as minutes and financials could not be completed in the short turnaround.

Item 6 – **Remove** *FINANCIAL STATEMENTS TO CURRENT* should not have had its own line item and is not included in the packet.

Item 8A – **Add** *UNFINISHED BUSINESS* Informational Email with Tim Tice's alternative option for water rate study.

Item 9A – **Add** *NEW BUSINESS* we are adding a Discussion on Staffing and Wages.

Item 11.C.1 – **Remove** *PUBLIC WORKS REPORT* please note this report could not be created in short turnaround and is not included in the packet.

Item 13.B. – **Add** *INFORMATION/ANNOUNCEMENTS* we have added a purchase order for awnings at City Hall for the council's information. The purchase order is included in the councils added documents folder.

5. CONSENT AGENDA

There were no items on the consent agenda due to the meeting being scheduled earlier in the month.

6. PRESENTATIONS and PUBLIC HEARINGS

There were no presentations or public hearings.

7. COMMITTEE REPORTS (17:16)

A. Planning Commission

Ken Moore, Planning Commission Chair spoke of the items that they have been working on.

Formula Business Restriction was topping the list that came from his meeting with our mayor and the Downtown Association also agreed that this along with the Nuisance Lighting ordinances and anything else that might come along with anything that may come along in the review.

They are starting the review of planning codes during meetings. It was quite a discussion the last meeting which sections of code we go over, which ones governed by the Planning Commission, and which are not. So, we are working on doing that and just make sense of the codes and consulting with Walt, using his vast knowledge to note if anything needs updating.

B. Water Advisory Committee

Brian Jensen, Water Advisory Committee Chairman, 525 N. Olive St.

The water committee did meet the other night to have a discussion. A lot things came up. A lot of questions came up. Well how much the council would like to dive into this, but Water Advisory, we have no recommendation to rates at this time.

You get the fact that there's a lot of questions, a lot of missing pieces, that were addressed in our meeting that night. One of the big things that came out of that is the \$158,000 that is coming out of SDC funds to pay for water debt service. That is coming out every year. This is the third year, I believe, it that keeps going that way. That keeps going the SDC funds will be bankrupt in three years. And then we will not have money to pay that debt service out of that.

In order to meet the requirements, if you want to continue that, you would have to have 25 new homes every year at this year's SDC rates for water to make that payment. So, if you look at that, and then the number of users that you came up with (I just broke it down by users for water districts and in town) that would add \$17.01 to your water bill. Just to make up that \$158,000 every year.

The other question... I don't know if Jason got answered... is trying to figure out again in the debt service. It shows that there is money, user fees, into that. The question being: is that coming up user fees is that in the budget and stuff that was done back when that was all started the few

different numbers they don't match. If it is coming out of the water fund that shorts your water fund another \$116,000. Also looking at what Tim did and what came up with that total number that Tim has in there, that 1.1 million for projects that is including the \$192,000 Merkley Grant. That's also including the \$100,000 for the new subdivision. And firstly, I think Water Advisory Board would agree that that \$292,000 should not be considered figuring rates because that was grant money for a separate project. That was not money we needed to get to do those projects, that was grant money. We need to take that money out of the equation.

So, in summary, what we need just in water debt services if we have to do both the user fees and the \$150,000, we are looking at \$29.54 a month/user, city and rural. To just make the water debt service every year. That's the bottom line that you have to come up with.

If we have to actually meet the requirements of the current year's budget. Just figured evenly by all 774 users just for your base rate of 4000 gallons would be \$105.94 and then you have to add that \$29.54 on top of that, just to meet the requirements of this year's budget and make your water debt service fee.

If the council has any questions? That was an hour and a half summary in just 5 minutes.

Mayor Potter asked Jason Wofford if he would mind explaining more about the money coming out of SDC's for debt payment.

Jason Wofford

When we took out the loan for the transmission lines \$150,000 from SDC funds was supposed to come out in 2020 and \$150,000 was supposed to come out in 2021. After that, we were no longer supposed to dig out of SDC funds.

Somewhere, possibly with our interim, we just that it looked like it was a trend. To the point where did it in 2022 and 2023. We took an additional \$300,000 for that loan, that was not supposed to come out. This was done in budget, collectively, everybody in this room was looking at those trends.

We're putting about 80/20 80% we're putting in water SDC funds and 20% is coming from user rates for utility fees. This is all projected on like 2 to 2.2% annual growth, so there's a huge error.

Brian Jensen

Did we ever find out the answer to the question that also came up is that money was taken out of SDC's... I believe that is illegal to do that.

Jason Wofford

I did find that out and it is not illegal to do that.

Brian Jensen

Right, but the concern is that will be empty in three years. That making no money for any capital projects. If all 57 new homes came on in the next year. It buys you two more years of SDC funds. But you still have about 14-15 years that you'd have to come up with that \$150,000 in the debt service payment.

Brian Jensen

So, a lot of questions, a lot of things I think about the rates that we need to go back and get reviewed. Because there's a lot of inconsistent information between Kim's report and the budget. In the Budget numbers don't match up. That's what we have, sorry, we couldn't give you a recommendation and be able to perform position to give a recommendation based on the questions from Council.

Kay Echaury stated that she feels like there should be another work session as she has more questions than answers at this point. Shea Corrigan agreed with this.

The council discussed if they could have another session and the possibility of Tim Tice being at that work session. It was noted that the Tim Tice would not be available for any further meetings.

Mayor Potter asked for clarification on the Merkley Grant. Are we getting that, or not. The answer is unclear at this point as we are still working on it.

8. UNFINISHED BUSINESS

A. WATER RATE STUDY CONT.

Mayor Potter

There are more questions than answers. However, I am concerned that the longer we continue to delay that this puts an additional burden on Public Works. The longer we wait on this, the less will be able to go into our projects.

Jason Wofford

I would like to add to that. Nobody is taking this lightly, but that \$300,000 for those projects that's just gone into debt service, we have to make that up.

Mayor Potter

What is your recommendation.

Jason Wofford

Probably what Tim put in front of you. You guys should have that paperwork. I think that is the fairest. There is clean language that we've seen so far.

People speaking out of turn (Possibly Cathy Phillips, Rod Peloquin)

There was a discussion with regarding the recommendation from Tim Tice, the base charges, and the outside water districts charges for meter size rather than equal rate per user.

Mayor Potter addressed the council and asked how they want to proceed with this.

Kay Echaury stated that she thinks they need to have another work session based on the questions that the water advisory board has, and that they cannot give a recommendation. And based on the questions that they still have after this meeting.

Kay Echaury

I make a motion to hold a work session to further discuss the water rate study and make a decision.

A MOTION TO HOLD A WORK SESSION TO FURTHER DISCUSS THE WATER RATE STUDY AND MAKE A DECISION

ROLL CALL: Motion introduced by Kay Echaury and seconded by Marci Hedin

Ayes (5): Potter, Corrigan, Askey, Echaury, Hedin

Nays (0): None

The motion carried.

B. BALLOT MEASURE 110 ADVOCATION OF REPEAL

Chief Graven spoke of Measure 110, The Drug Decriminalization and Addiction Treatment Initiative, and the effect it has had on communities since its establishment. It is not working in the way it was intended. Information and statistics are alarming.

There is a narrative going forward in legislation that they need to restructure the language of the Measure in order to get our communities safe. Because the fixes that they are trying to do, are not working.

As far as the resolution, it is just to say that we have an issue, and we have to change. We, as a community, can't change the law, but we can support the change in resolution.

Kay Echaury

I make a motion to approve resolution #R-803. A resolution proclaiming the City of Yamhill call for the repeal of provisions enacted pursuant to Oregon Ballot Measure 110 in 2020.

A MOTION TO APPROVE RESOLUTION #R-803. A RESOLUTION PROCLAIMING THE CITY OF YAMHILL CALL FOR THE REPEAL OF PROVISIONS ENACTED PURSUANT TO OREGON BALLOT MEASURE 110 in 2020.

ROLL CALL: Motion introduced by Kay Echaury and seconded by Marci Hedin

Ayes (5): Potter, Corrigan, Askey, Echaury, Hedin
Nays (0): None

The motion carried.

9. NEW BUSINESS (51:56)

A. Discussion on Staffing and Wages

Mayor Potter

So Chief Graven has been filling in as the interim City Administrator for quite some time now. And the city has not been appropriately addressing that by providing compensation. My question is: does the council want to do an interim level of compensation until no longer needed? Similar to what we did for financial services.

Shea Corrigan

I think it's incredibly appropriate. It's not that he has taken up working two jobs. He's doing his regular job, plus overtime, and another full-time job. So, I don't see how we couldn't look at that very seriously.

Kay Echaury

I concur.

The Council discussed the various step levels, compensation, and where the money would come from in the budget.

Shea Corrigan made a motion to raise Chief Graven's wages to Step 6 with retro pay back to July of 2023.

A MOTION TO APPROVE RAISE CHIEF GREG GRAVEN TO STEP 6 ON THE ADOPTED WAGE SCALE WITH RETRO PAY BACK TO JULY OF 2023

ROLL CALL: Motion introduced by Shea Corrigan and seconded by Kay Echaury

Ayes (5): Potter, Corrigan, Askey, Echaury, Hedin

Nays (0): None

The motion carried.

10. DEPARTMENT REPORTS (1:07:13)

A. Administration

Chief Graven spoke of the recent meeting with the fire department and their discussion on water meters, the Christmas lights, and decorations MOU, and the EOC for emergency operations.

He also has been in contact and meeting with Business Oregon and Lane Council of Governments looking into getting help/assistance with writing grants for the City. The staff report that he provided for the packet combines all staff, police, and public works reports for the month. He asked if anyone had any questions on that.

Mayor Potter asked about the reserve position for the police department and if it was part-time or not. She brought attention to the wall repair that Josh, from Public Works, had completed in the City Hall and gave kudos for that.

She also asked about the temporary help in the City Hall in the financial office and Chief Graven said it is going very well. She has been doing a great job.

C. Public Works

Jason touched on the Business Oregon Meeting that Chief Graven had spoke of. It was a great conversation with Arthur Chaput and AKS. Based on that meeting they have been reviewing a list of projects. AKS is working on wrapping up the Olive Street project as the next to connect the transmission line to Third Street so it will increase flow.

They also backtracked to the impound and its capabilities for capacity. They realized there is 3 million gallons of storage up there. We looked at it from a capability standpoint and said, "If we can capture 100% of its capacity, where would that put us during the low levels of curtailment?" So right now, Arthur is going to be funding us \$20,000 for that study. AKS has said they can do the study for \$12,000. So, we are going to take it out of the Olive Street project that we have on here for \$42,000 and do the study to connect the impound to the intake and collect 100% 3 million gallons so our capacity will increase to 4 million gallons in the City with that 100% capture rate. It will give us the operational means to take the sediment out. Right now, AKS is projecting a rough 2.5 million dollars for that project.

The City allows the fire department 200K gallons. This is done generally state-wide for fire departments. They are looking at a purple pipe project that will use recycled or reclaimed non-potable water for fighting fires. The purple pipes would route the non-potable water to the fire department and hydrants for use. This would save on the amount of treated drinking water that is being used for fighting fires.

They are continuing to check all the fire hydrants throughout town and replace the ones necessitated it. They have replaced 6 as of today.

11. COUNCIL REPORTS

No Council members had any reports

12. INFORMATION and ANNOUNCEMENTS

A. The city has extended its contract with YCAP to help low-income families pay water billing with the low-income water assistance program. The Council agreed with this.

B. First Friday's meet and greet is coming up on the first Friday of the month (October 6th)

13. ADJOURNMENT

Kay Echauri made a motion to adjourn the meeting. The meeting was adjourned at 7:48 p.m.

Respectfully submitted,

Yvette Potter
Mayor, City of Yamhill

Attest:
Angie Fowler, Recorder

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2023-2025 HOUSING PLANNING ASSISTANCE GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: November 30, 2023	
Grantee City of Yamhill 205 Maple Street Yamhill, Oregon 97148	Grant No. HA-25-004
Project Title: Yamhill Housing Comprehensive Plan/Code Audit and Buildable Lands Inventory	
Grantee Representative Walt Wendolowski, Contract Planner 503-689-7288 walt@wjwplan.com	DLCD Grant Manager Melissa Ahrens 503-779-9821 Melissa.ahrens@dlcd.oregon.gov
GRANT AMOUNT: \$47,000	CLOSING DATE: May 31, 2025
Last day to amend agreement: March 1, 2025	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by December 31, 2023 (Project Requirement 8)

Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1: Project Kick-Off and Management

Task 2: Comprehensive Plan Audit and Policy Matrix

Task 3: Zoning Code Audit and Policy Matrix

Task 4: Draft Comprehensive Plan and Zoning Code Amendments

Task 5: Final Update and Adoption

Task 6: Buildable Lands Inventory

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2023-2025 HOUSING PLANNING ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: HA-25-004

City of Yamhill

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of Yamhill**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.

2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**

Attachment B: **DLCD Contact Names and Addresses**

Attachment C: **Request for Product Reimbursement Form and Instructions**

Attachment D: **Form 1, Notice of Proposed Change (35-day Notice)**

Attachment E: **Form 2, Notice of Adopted Change**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$47,000** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

7. Representations and Warranties of Grantee. Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any

other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.
11. **Ownership of Product(s).**
- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
 - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
 - iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE 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 FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's

written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. Termination:

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
 - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
 - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
 - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

- 15. Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: City of Yamhill

Grant No. HA-25-004

Print Name of Authorized Official For the Grantee <i>YVETTE POTTER</i>	Title <i>MAYOR CITY OF YAMHILL, OREGON</i>	Date <i>12/17/23</i>
Signature of Authorized Official For the Grantee <i>Yvette Potter</i>		

Grantor: State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager Ethan Stuckmayer	Title Housing Services Division Manager	Date
Signature of DLCD Grant Program Manager		



City of Yamhill
OATH OF OFFICE

I, Bonnie (Sue) Richardson, swear that I will faithfully support the Constitution and laws of the United States of America and of the State of Oregon, and the Charter and Ordinances of the City of Yamhill, and I will perform the duties of Planning Commissioner for the City of Yamhill to the best of my ability so long as I may continue in that capacity.

Subscribed and sworn to before me this 10th day of January, 2024.

Bonnie Sue Richardson

Angie Fowler
City Recorder



City of Yamhill
OATH OF OFFICE

I, Lynden Carl, swear that I will faithfully support the Constitution and laws of the United States of America and of the State of Oregon, and the Charter and Ordinances of the City of Yamhill, and I will perform the duties of Planning Commissioner for the City of Yamhill to the best of my ability so long as I may continue in that capacity.

Subscribed and sworn to before me this 10th day of January, 2024.

Lynden Carl

Angie Fowler
City Recorder



City of Yamhill
OATH OF OFFICE

I, Jaedon Roberts-Maxfield, swear that I will faithfully support the Constitution and laws of the United States of America and of the State of Oregon, and the Charter and Ordinances of the City of Yamhill, and I will perform the duties of Planning Commissioner for the City of Yamhill to the best of my ability so long as I may continue in that capacity.

Subscribed and sworn to before me this 10th day of January, 2024.

Jaedon Roberts-Maxfield

Angie Fowler
City Recorder



City of Yamhill
A small taste of Oregon

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that proposed Ordinance No. O-541 and Ordinance No. O-542 of the City of Yamhill, Oregon, three copies each of which are available for public inspection at the office of the City Recorder, 205 Maple, Yamhill, Oregon, will be considered at the regular meeting of the Yamhill City Council at 6:30 p.m. on the 10th day of January 2024.

Titles of the proposed ordinances are as follows:

ORDINANCE O-541

**AN ORDINANCE AMENDING TITLE 3 OF THE YAMHILL
MUNICIPAL CODE RELATING TO THE REGULATION OF
FAT, OIL, AND GREASE DISCHARGES TO THE PUBLIC
WASTEWATER SYSTEM**

ORDINANCE O-542

**AN ORDINANCE AMENDING CHAPTER 8.16 OF THE
YAMHILL MUNICIPAL CODE RELATING TO TRANSIENT
LODGING TAX REGULATIONS**

POSTED this 15th day of December 2023, by direction of the City Recorder. Places of posting are as follows:

1. Yamhill City Hall
2. Yamhill Community Center
3. Yamhill Post Office
4. City of Yamhill Website

Angie Fowler, City Recorder

ORDINANCE NO. 541

**AN ORDINANCE AMENDING TITLE 3 OF THE YAMHILL MUNICIPAL CODE
RELATING TO THE REGULATION OF FAT, OIL, AND GREASE DISCHARGES TO
THE PUBLIC WASTEWATER SYSTEM**

WHEREAS, the Yamhill Planning Commission established the implementation of regulations relating to fats, oils, and grease discharges as a priority work topic for 2023; and

WHEREAS, the City Planner worked with the Yamhill Planning Commission to draft proposed code language providing additional regulations for these types of discharges within the City of Yamhill; and

WHEREAS, after holding a discussion at their October 16, 2023, meeting, the Yamhill Planning Commission recommended that the prepared language be presented to the Yamhill City Council; and

WHEREAS, after being provided with the recommended language from the Yamhill Planning Commission, the Yamhill City Council has determined that it is in the best interest of the City to adopt the proposed regulations, attached hereto as Exhibit A.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YAMHILL, OREGON
DOES ORDAIN AS FOLLOWS:**

Section 1. Title 3, Chapter 3.66, of the Yamhill Municipal Code, entitled “Fat, Oil, and Grease Control” is hereby established, as outlined in the attached Exhibit A.

Section 2. This ordinance shall take effect on the thirtieth day after its adoption.

ADOPTED by the City Council of the City of Yamhill, Oregon, this _____ day of January, 2024, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED and signed by the Mayor this _____ day of January, 2024.

Yvette Potter, Mayor

ATTEST: _____
Angela Fowler, City Recorder

CHAPTER 3.66 FAT, OIL, AND GREASE CONTROL

3.66.010. Purpose

In order to provide for the public health and welfare, to ensure the adequate maintenance and operability of the wastewater collection and treatment infrastructure, and to comply with the laws and regulations of the State of Oregon, and the United States, it is necessary to set uniform requirements for all users of the City's sanitary sewer system to include, but not limited to, the following:

- A. To establish the appropriate authority for the City to condition or deny discharges to the City sewer system;
- B. To prevent the introduction of excessive amounts of grease into the City sewer system;
- C. To prevent the clogging or blocking of the City sewer lines due to grease buildup that cause backup and flooding of streets, residences, and commercial buildings;
- D. To implement a set of procedures to recover the costs incurred when grease blockages require the City to engage in cleaning and maintenance of sewer lines and the disposal of grease blockages;
- E. To implement a procedure to recover costs from the parties responsible for contributing waste products to the City system for the cost of any liability incurred by the City for damage caused by grease blockages resulting in the flooding of streets, residences, or commercial buildings;
- F. To establish enforcement procedures for violations of any part or requirement of this section; and
- G. To establish the authority for the City to carry out routine and nonroutine monitoring (sampling and inspections) of the grease traps of any food service facility either in the City or outside, that contributes waste products that enter the City system.

3.66.020. Applicability.

The terms and conditions of this section shall apply to all food service facilities.

3.66.030. Definitions.

The following terms and definitions shall apply:

City. The City of Yamhill Oregon, employees of the City, or an authorized agent of the City.

Discharger. The food service facility discharging gray water to the City sewer system.

FOG best management practices. Practices undertaken at food service facilities have proven effective to minimize the adverse impacts of the discharge of fats, oil, and grease into the municipal wastewater systems and the environment.

Food service facility or facility. Any business which prepares and/or packages food or beverages for sale or consumption, on or offsite, with the exception of private residences. Food service facilities shall include, but are not limited to, food preparation facilities, food courts, food manufacturers with an average daily discharge volume of up to twenty-five thousand (25,000) gallons per day, food packagers, restaurants, cafeterias, grocery stores, convenience stores, coffee shops, bakeries, lounges, hospitals, hotels, nursing homes, churches, schools, and all other food service facilities not listed, herein.

Garbage disposal. A device which shreds or grinds up waste materials into smaller portions for discharge into the City's sanitary sewer system.

Gray water. All of the liquid contained in a grease interceptor that lies below the floating grease layer and above the food solids layer.

Grease. A material either liquid or solid, composed primarily of fat, oil, and grease from animal or vegetable sources. The terms "fats, oils, and grease (FOG)," "oil and grease," or "oil and grease substances" shall all be included within this definition.

Grease interceptor or interceptor. A device located underground and outside of the food service facility designed to collect, contain, or remove food wastes and FOG from the waste stream while allowing the balance of the liquid wastes (gray water) to discharge to the wastewater collection system by gravity. Interceptors shall have at least one (1) inspection hatch on the top surface to facilitate inspection, cleaning, and maintenance.

Grease trap or trap. A device located in a food service facility or under a sink designed to collect, contain, or remove food wastes and FOG from the waste stream while allowing the balance of the liquid waste (gray water) to discharge to the wastewater collection system by gravity. Traps shall have a removable lid on the top surface to facilitate inspection, cleaning, and maintenance.

Grease trap service company. A person or company who provides maintenance services for grease traps and interceptors. Maintenance services include cleaning, minor repairs, FOG, and solids removal from the interceptor, and transport of the removed material to an appropriate recycling or disposal facility.

Waste grease. Fats, oils, and grease that can be collected following use and prior to discharge to the sewer or interceptor. Waste grease is collected from pans, deep fat fryers, and cooking grills.

3.66.040. Grease Interceptor/Trap Required

A. General Requirements

Except as provided otherwise in this subsection, grease interceptors and/or traps shall be provided by the food service facility owner to prevent FOG from entering the sanitary sewer system. The owner shall provide documentation and/or calculations on all sizing and model selections to Yamhill County Building Department for approval prior to installation. The grease interceptor or trap shall be easily and safely accessible for cleaning and inspection. All prospective grease interceptor or trap users must provide manufacturer's capacity data and an estimate of the product rate at the facility that is within the capacity of the grease interceptor or trap to be approved by the Yamhill County Building Department.

B. Existing Facilities

For the purposes of sizing and installation of grease interceptors/traps, all food service facilities existing within the City's sewer system service area, whether within, or without, the City limits, prior to the effective date of the ordinance codified in this section shall be

allowed to operate and maintain existing grease interceptors/traps provided their grease interceptors or grease traps are maintained in efficient operating conditions.

Except as provided otherwise in this subsection, on or after the effective date of the ordinance codified in this section, the City shall require an existing food service facility to install, operate, and maintain a new grease interceptor or trap that complies with the requirements of this section or to modify, repair, or replace any noncompliant interceptor or trap within ninety (90) days of written notification by the City when any one (1) or more of the following conditions exist:

1. The facility does not have a grease interceptor or trap;
2. The facility has an undersized, nonrepairable, or defective grease interceptor or trap;
3. Remodeling of the food preparation or kitchen waste plumbing system is performed which requires a building permit to be issued by the City; or
4. The existing facility does not have plumbing connections to a grease interceptor or trap in compliance with the requirements of this section, or current building codes.

C. New Facilities or New Interceptor Installations

Grease interceptors or traps shall be located in the food service facility's lateral sewer line between all fixtures which may introduce grease into the sewer system and the connection to the City's wastewater collections system. Garbage disposals, dishwashers, and restrooms shall not be plumbed to the grease interceptor. Automatic hood washers, floor drains in food preparation and storage areas shall be plumbed to the grease interceptor. Sanitary facilities (restrooms) shall not be plumbed to the grease interceptor under any circumstance.

D. Pre-existing Operations.

A food service facility operating prior to the effective date of the ordinance codified in this section may apply for an exception to the requirement that it install a grease interceptor or grease trap under the following conditions:

1. That application be made in writing to the City requesting an exemption;
2. That an exemption be granted only for a food service facility that produces a minimal amount of FOG;
3. That the determination that a minimal amount of FOG is being produced shall be based on a comparison of the food service facility's production of FOG as compared to all food service facilities subject to the provision of this section. In determining the production of FOG relative to other food service providers, inferences may be drawn from a comparison of the total amount of discharge to the wastewater system, the volume of products likely to produce a heavier concentration of FOG, and the active employment of practices that remove FOG prior to its discharge to a grease trap or grease interceptor;
4. That the burden or proof is on the food service facility's owner/operator;
5. That the intention of this exception is to provide relief only to those whose production and discharge of FOG would not constitute more than a minor contribution to the system;

6. That the food service facility's owner/operator consents to an annual review and inspection at which it shall be determined whether the food service facility has implemented changes that increase its production of FOG; and
7. That the exception may be unilaterally revoked pursuant to any requirement of the State of Oregon, or the United States whose effect is to require a grease trap or grease interceptor.

3.66.050. Maintenance of Grease Interceptor/Trap Required

A. Maintenance

All grease interceptors and grease traps shall be continuously maintained in satisfactory and effective operational condition by the discharger at the discharger's expense. Typically maintenance consists of the removal of floatable solids and settleable solids collected in the grease interceptor/trap; and the cleaning of the walls and piping.

B. Routine Maintenance Schedules

The discharger is responsible for establishing a routine maintenance schedule that includes the routine removal of floatable and settleable solids and cleaning of the interceptors/traps. The maintenance frequency should be such that the interceptor/trap does not allow fats, oils, grease, and food solids to leave the interceptor and enter the City sewer collection system. The amount of time between pumping and cleaning services is dependent on the volume of wastes discharged, the volume of the interceptor/trap, and the physical integrity of the interceptor/trap structures and piping. It is the discharger's responsibility that the interceptors/traps are routinely inspected and repaired as needed.

C. Record Keeping Requirements

The discharger is responsible for maintaining appropriate maintenance records that document the routine pumping, cleaning, and repairs made to interceptors and traps. Where the discharger hires a grease trap service company to clean the interceptor/trap and remove and dispose of the accumulated grease and solids, a copy of the pumping manifest or billing must be retained with the maintenance records. Where the discharger does not hire a grease trap service company the discharger shall maintain a receipt for proper disposal of the accumulated FOG and solids. All maintenance records should include at a minimum the following information:

1. Name of facility;
2. Date service performed;
3. Total volume of the interceptor/trap;
4. Total volume of material removed from the interceptor/trap;
5. List of all deficiencies identified from an inspection of the empty interceptor/trap;
6. Name and address of the grease trap service company;
7. Name and address of final disposal site;
8. Signature of the grease trap service company employee performing the work, if applicable;
9. Signature of the discharger's employee observing and accepting the services;
10. Receipt for payment for proper disposal of FOG and solids, if such services are not provided by a grease trap service company.

D. Record Retention

All grease interceptor/trap maintenance records shall be retained for a period of no less than three (3) years. These records shall be retained at the food service facility and shall be made available for inspection by the City.

3.66.060. Disposal of Wastes From Interceptors and Traps

Storage, handling, transportation, and disposal of all wastes from interceptors/traps shall be performed in accordance with applicable federal, State, and local regulations that pertain to the type and/or class of waste. Materials removed from waste interceptors/traps must be disposed of at State of Oregon Department of Environmental Quality (DEQ) designated locations for those specific type wastes. Materials removed from waste interceptors/traps shall not be discharged to the City sanitary sewers or storm drains.

3.66.070. Collection, Storage, and Disposal of Waste Grease and Solids

Dischargers are encouraged to collect excess oil and grease from deep fat fryers, pots, and pans prior to washing. This waste grease and oil should be collected and stored in appropriate containers that are appropriately labeled. The collected waste grease and oil should be collected by a waste grease service company for disposal. In no case shall the discharger dispose of deep fat fryer oils and other collected waste greases and oils by discharge to the grease interceptor/trap or to the City sewer system.

3.66.080. Clean-up of Spilled Grease and Oil

The discharger shall clean up all spilled grease and oil using appropriate tools including a mop and bucket. Bucket contents may be discharged to the grease interceptor/trap, and solid greases and oils that can be manually picked up should be held in the waste grease collection containers for final disposal. In no instance shall spilled grease and oils be washed to the stormwater drains. If the City is required to clean up a grease and oil spill generated by a discharger, the City is authorized to assess cost recovery fees to the discharger for all reasonable documented costs associated with the clean-up.

3.66.090 Use of Chemicals and Other Additives

The use of chemicals, emulsifying agents, enzymes, microorganisms, and/or other additives that are added to the grease interceptors/traps to reduce or eliminate the pumping and cleaning of the interceptor/trap is prohibited. Dischargers currently using a chemical or other additive must halt such use immediately on the effective date of the ordinance codified in this section or be subject to citation and fine under subsection 3.66.110 of this Chapter.

3.66.100. Right of Access

The City, employees of the City, or authorized agents of the City, have the authority to enter the property of the discharger to conduct inspections of the entire facility, including the interceptors, traps, cooking and storage areas, restrooms, offices, service areas, and other areas of the facility. The City is also authorized to collect samples of any waste stream, including the discharge from the facility and the interceptors and traps. The City may obtain search warrants for inspection and sampling purposes. Failure to grant access may result in the suspension of sewer and water services provided by the City.

3.66.110. Enforcement

A person failing to comply with the provisions of this section is subject to the short form uniform citation and complaint method and enforcement procedures within Chapter 1.08 of this code. In addition to these enforcement actions the City is authorized to take the following actions to achieve compliance to this section:

A. **Mandatory Interceptor/Trap Service**

The City may issue an order requiring the discharger to conduct interceptor/trap maintenance services within a mandatory time period. The cost of the services shall be the direct responsibility of the discharger.

B. **Mandatory Interceptor/Trap Service Schedule**

The City may impose a mandatory pumping and cleaning schedule to assure the proper maintenance of an interceptor not properly maintained by the discharger. The cost of the services shall be the direct responsibility of the discharger. Mandatory service schedules may cover a time period of up to three (3) years.

C. **Cost Recovery**

The City may assess the discharger the amount of those expenditures made by the City to clean up or prevent sewer blockages and overflows caused by the discharge from that discharger. The City may also recover costs associated with any testing performed for reasons associated with violations or repeat offenders.

D. **Civil Penalties**

A person found to have committed a violation of this title shall be assessed a penalty of not more than five hundred dollars (\$500.00) per day per violation, for violations of this section.

E. **Emergency Suspensions**

The City may immediately suspend a discharge and/ or water services, after informal notice to the discharger, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons.

3.66.120. Best Management Practices

The application of best management practices that have been developed to minimize the adverse impacts of fats, oil, and grease discharge is encouraged for all food service facilities and businesses in the City. The City suggests that food service facilities become familiar with and implement those practices published in Chapter 3 of the Oregon Association of Clean Water Agencies publication, "Fats, Oil and Grease Best Management Practices Manual."

ORDINANCE NO. 542**AN ORDINANCE AMENDING CHAPTER 8.16 OF THE YAMHILL MUNICIPAL CODE RELATING TO TRANSIENT LODGING TAX REGULATIONS**

WHEREAS, the Yamhill Planning Commission established the creation of short-term rental/transient lodging tax regulations as a priority work topic for 2023; and

WHEREAS, the City Planner worked with the Yamhill Planning Commission to draft proposed code language governing short term rentals within the City of Yamhill; and

WHEREAS, after holding a discussion at their October 16, 2023, meeting, the Yamhill Planning Commission recommended that the prepared language be presented to the Yamhill City Council; and

WHEREAS, after being provided with the recommended language from the Yamhill Planning Commission, the Yamhill City Council has determined that it is in the best interest of the City to adopt the proposed regulations, attached hereto as Exhibit A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YAMHILL, OREGON DOES ORDAIN AS FOLLOWS:

Section 1. Title 8, Chapter 8.16, of the Yamhill Municipal Code, entitled “Transient Lodging Tax” is hereby established, as outlined in the attached Exhibit A.

Section 2. This ordinance shall take effect on the thirtieth day after its adoption.

ADOPTED by the City Council of the City of Yamhill, Oregon, this _____ day of January, 2024, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED and signed by the Mayor this _____ day of January, 2024.

Yvette Potter, Mayor

ATTEST: _____
Angela Fowler, City Recorder

EXHIBIT A

Chapter 8.16 TRANSIENT LODGING TAX

8.16.010 Definitions.

The following definitions apply in this chapter.

Occupancy. The right to the use or possession of any space in transient lodging for dwelling, lodging, or sleeping purposes for less than thirty (30) days.

Occupant. Any individual who exercises occupancy or is entitled to occupancy in transient lodging for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days.

Person. Any individual, firm, partnership, joint venture, limited liability company, corporation, limited liability partnership, association, host, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

Rent. The consideration paid or payable by an occupant for the occupancy of space in transient lodging valued in money, goods, labor, credits, property, or other consideration. If a separate fee is charged for services, goods or commodities and the fee is optional, that fee is not included in rent.

Short-term rental. A house, duplex, multi-plex, apartment, condominium, houseboat, trailer or other residential dwelling unit where a person rents a guest bedroom or the entire residential dwelling unit for transient lodging occupancy. Generally, a short-term rental is zoned residential or has a building occupancy that only allows for residential use.

Short-term rental hosting platform. A business or other person that facilitates the retail sale of transient lodging by connecting occupants with transient lodging providers, either online or in any other manner. Short-term rental hosting platforms are transient lodging intermediaries.

Tax administrator. The tax administrator of the City of Yamhill, or designee, which may include the Oregon Department of Revenue. If the city utilizes the Oregon Department of Revenue as its tax administrator, it will comply with ORS 305.620 in that it will follow the rules adopted by the Department of Revenue regarding the administration, collection, enforcement, and distribution of transient lodging taxes.

Transient lodging or transient lodging facilities. Includes the following:

- (1) Hotel, motel, and inn dwelling units that are used for temporary overnight human occupancy;
- (2) Spaces used for overnight parking of recreational vehicles or placement of tents during periods of human occupancy; or
- (3) Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units that are used for temporary human occupancy.

TLT. Transient lodging tax.

Transient lodging provider. A person that furnishes transient lodging.

Transient lodging intermediary. A person other than a transient lodging provider that facilitates the retail sale of transient lodging and:

- (1) Charges for occupancy of the transient lodging;
- (2) Collects the consideration charged for occupancy of the transient lodging; or

- (3) Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.

Transient lodging tax collector. A transient lodging provider or transient lodging intermediary.

8.16.020 Tax imposed.

- A. Effective July 1, 2024, each occupant shall pay a TLT in the amount of seven percent of the rent. The occupant shall pay the TLT with the rent to the transient lodging tax collector. TLT amounts shall be rounded down to the nearest cent. The transient lodging tax collector shall maintain records of all rent charged and TLT payments received. If rent is paid in installments, a proportionate share of the TLT shall be paid by the occupant to the transient lodging tax collector with each installment unless the occupant pays the entire amount with the first payment.
- B. Bills, receipts, or invoices provided to occupants shall list the TLT separately and must accurately state the amount of tax. All amounts listed as TLT on invoices, bills or receipts must be reported as TLT and, after collection, must be turned over to the city, less the five percent administrative charge.

8.16.030 Collection of tax by transient lodging tax collector.

- A. Every transient lodging tax collector shall collect the TLT at the time rent is paid unless an exemption applies. If payment is by credit card, for purposes of this section, payment is made at the time credit card information is provided to the transient lodging tax collector, not when the transient lodging tax collector ultimately receives credit for the transaction. While holding the payment in trust for the city, a transient lodging tax collector may commingle the tax proceeds with the transient lodging tax collector's funds, but the transient lodging tax collector is not the owner of tax proceeds, except that, when a return is filed, the transient lodging tax collector becomes the owner of the administrative fee authorized to be retained. Transient lodging tax collectors may choose to file returns and remit payment based on amounts accrued but not yet collected. The transient lodging tax collector is liable for any TLT that should have been collected from the occupant, except in cases of nonpayment of rent by the occupant.
- B. Upon request of the city, transient lodging tax collectors must provide all physical addresses of transient lodging facilities within the city limits and the related contact information, including the name and mailing address, of the general manager, agent, owner, host, or other responsible person for the location.

8.16.040 Short-term rental hosting platform fees.

A hosting platform for short-term rentals may collect a fee for booking services in connection with short-term rentals only when those short-term rentals are lawfully registered as operators with the city and possess a certificate of authority at the time the short-term rental is occupied.

8.16.050 Liability for tax.

Transient lodging providers who receive any portion of the rent for transient lodging and transient lodging intermediaries that provide booking service are both transient lodging tax collectors and are jointly and severally liable for the tax.

8.16.060 Exemptions.

No TLT shall be imposed upon:

- A. A dwelling unit in a hospital, health care facility, long-term care facility or any other residential facility that is licensed, registered or certified by the Oregon Department of Human Services or the Oregon Health Authority;
- B. A dwelling unit in a facility providing treatment for drug or alcohol abuse or providing mental health treatment;
- C. A dwelling unit that is used by members of the general public for temporary human occupancy for fewer than thirty (30) days per year;
- D. A dwelling unit, the consideration for which is funded through a contract with a government agency and the purpose of which is to provide emergency or temporary shelter;
- E. A dwelling unit at a nonprofit youth or church camp, nonprofit conference center or other nonprofit facility; or
- F. A dwelling unit that is leased or otherwise occupied by the same person for a consecutive period of thirty (30) days or more during the year. The requirements of this subsection are satisfied even if the physical dwelling unit changes during the consecutive period, if:
 - (1) All dwelling units occupied are within the same facility; and
 - (2) The person paying consideration for the transient lodging is the same person throughout the consecutive period.

8.16.070 Registration of transient lodging provider, form and contents, execution, certification of authority.

- A. Every person engaging or about to engage in business as a transient lodging provider shall provide a completed registration form to the tax administrator within fifteen (15) calendar days after commencing business. The registration form shall require the transient lodging provider to provide the name of the business, any separate business addresses, and other information as the tax administrator may require to implement this chapter. Transient lodging providers who own or operate transient lodging facilities in City of Yamhill shall provide the address of the lodging facility. The registration form shall be signed by the transient lodging provider. The tax administrator shall, within fifteen (15) days after registration, issue without charge a certificate of authority to collect the TLT. The transient lodging provider's obligation to collect the TLT is imposed once rent for transient lodging is paid, even if the registration form has not been filed or if the certificate has not been issued. If the rent transaction is facilitated online, the certificate of authority must be able to be viewed by the occupant by clicking on a link to the certificate of authority at a reasonable place during the payment transaction.

- B. Certificates shall be non-assignable and non-transferable and shall be surrendered to the tax administrator when the business is sold or transferred or when a transient lodging facility ceases to operate at the location specified in the registration form. Each certificate issued to a transient lodging provider for a specific lodging facility shall be prominently displayed at the lodging facility and include:
- (1) The name of the transient lodging provider;
 - (2) The address of the transient lodging facility;
 - (3) The date the certificate was issued; and
 - (4) The certificate number as assigned by the tax administrator.

8.16.080 Remittances and returns.

- A. Transient lodging tax collectors must submit a completed tax return form to the tax administrator on or before the last day of the month following the end of each calendar quarter, reporting the amount of tax due during the quarter and accompanied by remittance of all tax collected, less a five percent administration fee. The return shall be filed in such form as the tax administrator may prescribe. The tax administrator, if they deem it necessary in order to insure payment or facilitate collection by the City of the amount of taxes in any individual case, may require returns and payment of the amount of taxes on other than monthly periods.
- B. The transient lodging tax collector is entitled to the administration fee. If a transient lodging facility has multiple owners, they are not entitled to retain additional fees.
- C. Remittances are delinquent if not made by the last day of the month in which they are due.
- D. Returns shall show the gross rents collected, taxable rents, the total amount of TLT collected and the amount of the administrative fee retained by the transient lodging tax collector. Returns shall also show the exempt and excluded rents and the basis for exemptions and exclusions.
- E. The person required to file the return shall deliver the return, together with payment of the amount of the tax due, to the tax administrator, to the appropriate office, either by personal delivery, by mail, or by electronic tax return filed through a reporting and payment portal furnished by the tax administrator, or its designee. If the return is mailed, the postmark shall be considered the date of delivery.
- F. The tax administrator may extend the time for making any return or remittance of the tax by up to thirty (30) days. No further extension shall be granted, except by the city council. Any transient lodging tax collector to whom an extension is granted shall pay interest at the rate of five percent per month on the amount of the remittance due without proration for a fraction of a month. If a return is not filed, and the remittance and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties.

8.16.090 Penalties and interest.

- A. Interest shall be added to the overall tax amount due at the same rate established under ORS 305.220 for each month, or fraction of a month, from the time the return to the tax administrator was originally required to be filed to the time of payment.
- B. If a transient lodging tax collector fails to file a return or pay the tax as required, a penalty shall be imposed in the same manner and amount provided under ORS 314.400.
- C. Every penalty imposed, and any interest that accrues, becomes a part of the financial obligation required to be paid and remitted to the tax administrator.
- D. Taxes, interest, and penalties paid to the tax administrator under this section shall be distributed to the city's transient lodging tax fund.

8.16.100 Deficiency determination, fraud, evasion, local tax trustee delay.

- A. Deficiency Determination. The tax administrator may review tax returns and adjust the amount due based on the information in the return, on information obtained during a review or audit of records, or on the basis of other evidence. In the event of a deficiency, the tax administrator shall provide notice of the deficiency to the transient lodging tax collector, who shall remit deficiencies within ten (10) business days of the deficiency notice. Notice may be by personal delivery or certified or registered mail.
 - (1) In reviewing and adjusting tax returns, the tax administrator shall offset any amount received in excess of the remittances due against any shortages in remittances.
 - (2) Except in the case of fraud or intent to evade the TLT, notice of deficiency determinations shall be issued within three years of the period for which the deficiency determination is made.
 - (3) The time to remit deficient payment amounts under this section shall be extended if the local tax trustee timely requests a redetermination.
- B. Fraud Refusal to Collect—Evasion. If any transient lodging tax collector fails to collect, report or remit the tax as required, submits a fraudulent return, or otherwise violates or attempts to violate this chapter, the tax administrator shall estimate the tax due, and calculate the amount owing from the transient lodging tax collector for tax remittance, interest and penalties and provide notice to the transient lodging tax collector of the assessment. The determination and notice shall be made and mailed within three years of the discovery by the tax administrator of the violation. The determination is due and payable upon receipt of notice and shall become final ten (10) business days after the date notice was delivered if no petition for redetermination is filed.

8.16.110 Redeterminations.

- A. Any person affected by a deficiency determination may file a petition for redetermination with the tax administrator within ten (10) business days of service of notice of the tax deficiency. A determination becomes final if a petition for redetermination is not timely filed.
- B. If a petition for redetermination is filed within the allowable period, the tax administrator shall reconsider the determination and grant an oral hearing if requested. The petitioner shall be allowed at least twenty (20) business days to prepare for the hearing.

- C. After considering the petition and all available information, the tax administrator shall issue a redetermination decision and mail the decision to the petitioner. During the redetermination process, the tax administrator may agree to a compromise of the amount due if there is a good faith dispute over the amount owing.
- D. The decision of the tax administrator on redetermination becomes final and payment is due ten (10) business days after the decision is mailed unless the petitioner files an appeal to the city council within that time. The appeal shall be filed with the tax administrator. The city council's decision shall be final when reduced to writing and mailed to the petitioner and all amounts due must be paid within ten (10) business days of mailing of the city council decision.

8.16.120 Collections.

- A. The city may bring legal action to collect on any amounts owed to the city under this chapter within three years after remittance is due to the city or within three years after any determination becomes final.
- B. The city is entitled to collect reasonable attorneys' fee in any legal action brought to collect the amount owed to the city under this chapter.

8.16.130 Liens.

The city may record a lien in the city's lien docket against any real property owned by a transient lodging provider who receives any portion of the rent from a transient lodging facility located within the city as to any delinquent remittances by the transient lodging provider.

8.16.140 Refunds.

- A. Refunds by City to Transient Lodging Tax Collector. If the transient lodging tax collector remits more tax, penalty or interest than is due, the transient lodging tax collector may file a claim in writing stating the facts relating to the claim, within three years from the date of remittance. If the claim is approved by the tax administrator, the excess amount shall be either refunded or credited on any amount due from the transient lodging tax collector.
- B. Refunds by City to Occupant. A transient lodging tax collector may file a claim for refund by filing a claim in writing within three years of payment providing the facts relating to the claim for refund. If the tax administrator determines that the tax was collected and remitted to the city and the occupant was not required to pay the tax or overpaid, the city shall issue a refund to the occupant.
- C. Refunds by Transient Lodging Tax Collector to Occupant. If an occupant has paid tax to a transient lodging tax collector but stays a total of thirty (30) or more consecutive days in the same transient lodging facility, the transient lodging tax collector shall refund to the occupant any tax collected for any portion of the continuous stay. The transient lodging tax collector shall account for the collection and refund to the tax administrator. If the transient lodging tax collector has remitted the tax prior to the refund or credit to the occupant, the transient lodging tax collector shall be entitled to a corresponding refund or offset if the claim for refund is filed within three years from the date of collection.

- D. Burden of Proof. The person claiming the refund shall have the burden of proving the facts that establish the basis for the refund.

8.16.150 Administration.

- A. Use of TLT Funds. Seventy percent of the revenue from the tax rate of seven percent shall be used for tourism promotion and tourism-related facilities. Thirty (30) percent of the revenue of the seven percent shall be used for city services.
- B. Records Required from Local Tax Trustee. Every local tax trustee shall keep records of each transaction involving rent and/or collection of TLT. All records shall be retained for at least three years and six months.
- C. Examination of Records—Investigations. The tax administrator or agent may examine all records of a local tax trustee relating to receipt of rent and TLT and remittance of tax during normal business hours and may obtain copies of the records to audit returns.
- D. Authority of Tax Administrator. The tax administrator shall have the power to enforce this chapter, conduct audits, and to adopt rules, regulations and forms consistent with this chapter. Rules and regulations of general application shall be mailed to all registered transient lodging providers. The tax administrator may also issue written interpretations on request of a transient lodging tax collector. As to the transient lodging tax collector to whom the interpretation is issued, the city will act consistently with the interpretation until it is withdrawn, and the city shall provide thirty (30) days' written notice of withdrawal of an interpretation.
- E. Confidential Character of Information Obtained—Disclosure Unlawful. The city shall maintain the confidentiality of information provided by transient lodging tax collector. Nothing in this subsection shall be construed to prevent:
- (1) The disclosure to, or the examination of records and equipment by, another city official, employee or agent for collection of taxes for the purpose of administering or enforcing any provisions of this chapter or collecting city business license fees.
 - (2) Disclosure of information to the transient lodging tax collector and the transient lodging tax collector's agents.
 - (3) The disclosure of the names and addresses of any persons to whom certificates of authority have been issued.
 - (4) The disclosure of general statistics regarding taxes collected or business done in the city.
 - (5) Disclosures required by ORS Chapter 192.
 - (6) Disclosures required by ORS Chapter 297.

8.16.160 Appeals to city council.

Any person aggrieved by any decision of the tax administrator may appeal to the city council by filing a written appeal with the tax administrator within ten (10) business days of the serving or mailing of the decision being appealed. The city manager shall schedule the hearing on a city council agenda and provide the appellant notice of the hearing at least ten (10) business days before the hearing. The city council may agree to a compromise of the amount of tax remittance if there is a

good faith dispute over the amount owing. Any person may appeal the issuance of a rule or regulation issued by the tax administrator to the city council by filing a written appeal within ten (10) business days of the mailing of the notice of the regulation.

8.16.170 Penalty.

A violation of this chapter shall upon conviction thereof be punished by a fine of not more than three hundred (\$300.00). Such fine for conviction shall be in addition to any and all administrative penalties assessed under YMC Chapter 8.16.090. Each day that a violation remains uncured is a separate infraction.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2023-2025 TECHNICAL ASSISTANCE GRANT

AGREEMENT COVER SHEET This cover sheet is informational and not a part of the agreement	
Offer Date: January 2, 2024	
Grantee City of Yamhill 205 S. Maple Street Yamhill, Oregon 97148	Grant No. TA-25-018
Project Title: Yamhill Central Business District Development Code Audit	
Grantee Representative Walt Wendolowski, Contract Planner 503-689-7288 walt@wjwplan.com	DLCD Grant Manager Melissa Ahrens 503-779-9821 Melissa.ahrens@dlcd.oregon.gov
GRANT AMOUNT: \$10,600	CLOSING DATE: May 31, 2025
Last day to amend agreement: March 1, 2025	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by May 31, 2024 (Project Requirement 8)

Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1: Inclusive Outreach Plan

Task 2: Kick-Off Meeting

Task 3: Commercial Uses/Development Comprehensive Plan and Code Audit

Task 4: Draft Amendment Package

Task 5: Final Code Update and Adoption

Task 6: Equity and Inclusion Self-Assessment

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2023-2025 TECHNICAL ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: TA-25-018

City of Yamhill

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of Yamhill**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**
Attachment B: **DLCD Contact Names and Addresses**
Attachment C: **Request for Product Reimbursement Form and Instructions**
Attachment D: **Form 1, Notice of Proposed Change (35-day Notice)**
Attachment E: **Form 2, Notice of Adopted Change**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$10,600** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

7. Representations and Warranties of Grantee. Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any

other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

- 8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
- 9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
- 10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.
- 11. **Ownership of Product(s).**
 - a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
 - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
 - iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE 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 FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

- 13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's

written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. Termination:

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
 - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
 - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
 - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

- 15. Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: City of Yamhill

Grant No. TA-25-018

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

Grantor: State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager	Title	Date
Gordon Howard		
Signature of DLCD Grant Program Manager	Community Services Division Manager	

PROJECT PURPOSE STATEMENT

The project will address such matters as the boundaries of the City's Central Business District (CBD), types of uses allowed and encouraged, design requirements, and parking requirements, with the primary goals of eliminating conflicting language and creating clear and objective guidelines for the development within the CBD, thereby reducing subjectivity and streamlining the review process. The project will also ensure any proposed amendments to acknowledged City Planning documents provide potential for new housing opportunities, through expanding opportunities for mixed use development and incentivizing symbiotic commercial and residential developments that enhance the livability and walkability of the Community's downtown core.

Specifically, an audit of the City's existing CBD land use regulations will determine what changes are necessary to meet the current and future needs of the community. Given the current lack of an industrial base within the City, ensuring a successful downtown is key to the City's economy and compliance with Goal 9 provisions. The City notes that the last look at the CBD, and associated C3 zone, was in 2004 when the City first adopted the District overlay (DLCD File 002-04). The economic world has changed in the last 19 years, especially retail sales and the role of the downtown. The City saw little progress downtown since then, and believes it is time to re-examine the effectiveness of the current regulations. The purpose of this project will be to ensure that the City's land use regulations align with the City's current economic vision for the CBD, as well as applicable State laws and Statewide Planning Goals.

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and contracting for consultant services;
- c. Overseeing consultant work described in this Project Description;
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

Advisory Committees

The Project will employ a technical advisory committee (TAC) composed of local government and state agency staff and others identified by the TAC. The role of the TAC is to review Project materials and advise on technical issues throughout the project. TAC members shall generally consist of representatives from Business Oregon, Yamhill County, DLCD, and the Project consultant. Additional representatives from other affected agencies and organizations may serve as recommended by TAC members.

The TAC will meet on a regular basis to review technical analysis and recommendations prepared by City staff and the consultant. Individual TAC members will be responsible for communicating with officials from their respective jurisdictions and to assure that policy issues are incorporated into technical work at the appropriate time and in the most effective way.

The Project will not use a policy advisory committee. Instead, members of the TAC will be responsible for reviewing technical analysis with their respective planning commissions and elected officials. TAC members must also inform other Project participants (TAC, consultant, agency Contract administrator) of policy issues and implications raised by local decision-makers that may affect the technical analysis or assumptions used in the analysis.

Agency Role

DLCD will provide financial, administrative, and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the Central Business District Update will inform, but will not bind, future land use decisions of the cooperating jurisdictions.

Consultant Role

The Project will use consultant services to perform technical analysis related to the Central Business District Update. The consultant is expected to *follow the scope of work, schedule, and task products outlined in this grant agreement*. The consultant is expected to attend regular meetings of the TAC and to assist local planning staff in presentations to planning commissions and elected officials.

Project Meeting Materials

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least one week prior to any scheduled TAC meeting.

Grantee shall prepare meeting agendas and summaries for each TAC meeting. Grantee shall distribute meeting materials to project committee members at least five (5) working days prior to any scheduled meeting.

Project Schedule

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is May 31, 2025.

Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.

2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by May 31, 2024:
 - a. Identify the name and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
 - b. Identify the name and e-mail address of those persons who are members of the PAC or other committee formed to carry out work on this Agreement.
 - c. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
 - d. Identify relevant impacted priority populations and devise a community outreach and inclusion plan.
9. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
10. Any final product must be proposed under Attachment D, Form 1, “Notice of Proposed Change,” at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, -0021, and -0022. The products must be adopted by the governing body and submitted under Attachment E, Form 2, “Notice of Adoption” as set forth in ORS 197.615 and OAR 660-018-0040.
11. Grantee will consult closely with the DLCD Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.

12. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCD Salem office at least 60 days prior to Project End Date. The request will be reviewed and approved in writing by DLCD if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project End Date.
13. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft. If adoption of the proposed amendments does not occur within the grant timeframe then the grant products for Task 5 shall be accompanied by a report detailing why the product was not adopted and a timeframe for the future adoption of the product with substantiating documentation.
14. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
15. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
16. Grantee will coordinate and provide notice to DLCD, Yamhill County, and any other agencies and organizations listed in the stakeholder list prepared by the consultant for the project of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
17. Grantee will consult with the DLCD Grant Manager and any other entities in the development of Products and provide an opportunity for timely review of all draft Products.
18. Grantee will submit a written status report at the request of the DLCD Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C.
19. DLCD will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
20. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCD's payment obligations under this Agreement are conditioned upon DLCD receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCD in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
21. Grantee will not use, or charge grant funds provided under this Agreement for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).
22. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings.

GIS Requirements

23. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (ESRI) file formats (coverage, shapefile or geodatabase).
24. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/DAS/CIO/GEO/pages/standards/standards.aspx>, "Oregon GIS Data Standards and Best Practices." The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
25. DLCD may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCD may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCD owns as Product(s) under Grant Agreement Section 11.
26. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCD Grant Manager.

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

The contract in Project Requirement 7 and the report in Project Requirement 8 in this Project Description and Budget will be submitted.

Pre-task Timeline: By the dates specified in those requirements.

Pre-task report budget: \$0

Task 1: Inclusive Outreach Plan

The consultant, with guidance from the PST, will develop an inclusive outreach and engagement plan that supports participation of priority populations in steering or citizen advisory committees.

The City of Yamhill is a fairly well-off community. The median household income is \$106,995 while the State's median household income is \$71,562. Only 2.4% of the residents are 50% below the poverty level versus the State average of 5.7%. The poverty level is 8.8% which is below the States 12.2%. However, the poverty level for the Hispanic population is 17.5%, twice the overall rate of the community.

The focus of the project will be Comprehensive Plan/ Development Code amendments to address the community's vision for the CBD and stimulate economic development. However, to ensure inclusivity, the project will reach out to Unidos Bridging Community, or similar group for input, seeking to place a member on the Advisory Committee.

Task 1 Products: Identification of impacted priority populations in project plan area, outreach and engagement plan for priority populations, an evaluation framework for inclusive participation.

Task 1 timeline: January 31, 2024 to February 31, 2024

Task 1 budget: \$150

Task 2: Kick Off Meeting

Consultant shall hold a meeting with City to kick off the project. Consultant will contact City via conference call, or in person to inquire about establishing project expectations and familiarize themselves with city-specific concerns. At the project kick off, Consultant will obtain necessary information and background from City to familiarize Consultant with local conditions and with City's planning documents. Consultant will also use the kickoff to confirm the objectives of the project laid out in this Contract with the City, refine the project schedule established in this Contract with City (meaning add more detail as necessary to the established schedule), and provide necessary information to City to allow City to prepare for the Project.

Consultant will have biweekly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions.

Consultant will assist the City in forming an Advisory Committee (AC), based off of a stakeholder list prepared for the project (to include members of the Economic Development Committee, owners/managers of Central Business District (CBD) property, and participant(s) from interest groups identified in Task 1), to review the project materials and guide development of the Project.

Task 2 Products:

Task 1 Consultant Deliverables:

- Proposed Project schedule
- Stakeholder list

Task 1 City Deliverables:

- Copy of relevant comprehensive plan and code sections
- Organization of the AC members and associated outreach

Meetings

Kick off meeting

Task 2 timeline: January 31, 2024 to March 31, 2024

Task 2 budget: \$450

Task 3: Commercial Uses/Development Comprehensive Plan and Code Audit

Comprehensive Plan Audit and Policy matrix: Consultant will review the City's acknowledged Comprehensive Plan (specifically the Plan Map, land use planning section, housing, and economy of the city section) and background documents/Planning Atlas (specifically the land use and urbanization section) to identify legal or policy issues related to commercial development. This will include, but is not limited to, the Consultant determining whether the comprehensive plan contains:

- Sufficient **commercially** designated land to accommodate the City's anticipated needs and local commercial interests.

- Criteria or procedures related to **commercial development** that may stymie production.
- Deficiencies in background studies or inventories that are necessary to update plan policies for streamlined **commercial** development.
- Incorporation the City's economic/community vision for the CBD

Following the audit, the consultant, in consultation with Local Government, will develop a policy matrix that tracks the proposed wording/policies to be added to or deleted from the acknowledged plan. For proposed map changes to existing Comprehensive Plan land use designations, the policy matrix will be accompanied by a graphic depiction of the change. The consultant will coordinate this work effort with the DLCDC Housing Planning Assistance Grant Comprehensive Plan and Zoning Code audit, as necessary.

Development Code Audit and Code Concepts: After completion of the Comprehensive Plan policy matrix, the consultant will perform an audit of the development code and will prepare a code concepts document summarizing proposed changes to the Development Code. This will include, but is not limited to, the Consultant demonstrating that the Comprehensive Plan and proposed Development Code amendments collectively and consistently ensure:

- A streamlined and, where feasible, clear, and objective path for approval of **commercial and mixed-use** developments
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging **commercial developments** through unreasonable cost or delay
- Internal consistency between the Comprehensive Plan and the Zoning Code policies, land use designations, and zoning districts, that could apply to Commercial development projects

The development code audit and recommended amendments will specifically consider the following:

- a. Architectural design standards, including design elements, and signage.
- b. Building setbacks and conflicts with clear vision requirements
- c. Maple Street design standards including regulation of formula-based business.
- d. The current boundary of the CBD overlay
- e. Parking standards
- f. Lighting standards
- g. Allowable uses in the underlying C3 zone vs. allowable uses in the CBD overlay
- h. Parking standards
- i. Potential for housing
- j. Land use permitting application procedures.

Local Government will schedule and provide notice and an agenda for an advisory committee meeting to present findings and recommendations of the code concepts document and Comprehensive Plan policy matrix (and any maps). Consultant will coordinate with Local Government on meeting arrangements and facilitate the advisory committee meetings.

Task 3 Products:

Task 3 Consultant Deliverable:

- Comprehensive Plan policy matrix to track suggested text/policy changes, with accompanying map changes, as necessary
- Development Code Concepts summary

- Presentation materials to explain Comprehensive Plan Policy matrix/map changes, Development Code Concepts findings, and recommendations to the advisory committee (AC #1)
- Advisory committee meeting notes

Task 3 Local Government Deliverables:

- Advisory committee meeting notices, and agendas

Meetings

Advisory Committee #1

Task 3 timeline: February 1, 2024 to June 30, 2024

Task 3 budget: \$3,000

P1 – Interim Payment

Reimbursement **by July 1, 2024, of up to \$ 3,600** upon submittal of pre-task reports, the Product(s) listed in Tasks 1– 3. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

Task 4: Commercial Uses/Development Comprehensive Plan/Development Code Draft Amendment Package

After review of the findings and recommendations of the code review with the advisory committee at the first committee meeting, Consultant will prepare draft updates to the Local Government’s zoning ordinance, other development codes (if any), and comprehensive plan (if required), addressing issues identified in Task 3.

Local Government will schedule one Planning Commission work session to present the proposed amendments package, to be publicly noticed. Consultant will coordinate with Local Government on meeting arrangements and facilitate the meeting(s).

Task 4 Products:

Task 4 Consultant Products:

- Draft updates to the Development Code, and comprehensive plan
- Presentation materials for the Planning Commission work session

Task 4 City Products:

- Post acknowledgement Plan Amendment 35-day notice
- Planning Commission meeting notices and agendas

Meetings

Planning Commission Work Session

Submit 35-day notice. Prepare and submit hearings-ready Products from Task 4 online at https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online, or via e-mail with Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation, and at least 35 days before first evidentiary hearing. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send Task 4 Product(s) in a digital media format to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation.

Task 4 timeline: May 31, 2024 to September 30, 2024

Task 4 budget: \$5,000

Task 5: Final Code Update and Adoption

After review of the code update with the Planning Commission, Consultant will prepare final draft updates to the Local Government's Development Code and comprehensive plan addressing issues identified in Task 3. The final draft documents will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing code language; and clean text, in a format suitable for adoption. The Comprehensive Plan policy matrix will be an acceptable substitute for a strikeout/underline version of the proposed comprehensive plan amendments for purposes of this task, if preferred by the City.

Local Government will schedule and provide notice and an agenda for one advisory committee meeting to review the final code update deliverables. Consultant will coordinate with Local Government on meeting arrangements and facilitate the advisory committee meeting.

Local Government will schedule and provide notice and an agenda for hearings to adopt updates to the Local Government's zoning ordinance, other development codes (if any), and comprehensive plan (if required). Consultant will coordinate with Local Government on hearing arrangements and present updates to the hearings body or bodies.

Task 5 Products:

Task 5 Consultant Products:

- Final amendment package to the zoning ordinance and comprehensive plan
- Presentation materials to explain final amendments package to the advisory committee (AC #2), Planning Commission, and City Council
- Advisory committee meeting notes

Task 5 City Products:

- Advisory committee meeting notices and agendas
- Scheduling, advertising, and logistics for Planning Commission Hearing and City Council Hearing
- Post acknowledgement Plan Amendment Adoption notice

Submit Notice of Adoption. Prepare and submit signed ordinance(s) adopting the Products from Task 5 online at https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online, or via e-mail with Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation, according to the instructions on the form. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send the notice on digital media to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation.

Meetings:

Advisory Committee #2

Planning Commission and City Council (City staff only)

Task 5 timeline: September 30, 2024 to May 1, 2025

Task 5 budget: \$2,000

Task 6: Equity and Inclusion Self-Assessment

Grantee to complete equity and inclusion self-assessment using evaluation framework developed in Task 1. Report describing grantee's performance against its goals for inclusive outreach and engagement for the project to be provided to DLCD.

Task 6 Products: Online survey

Task 6 timeline: May 1, 2025 to May 31, 2025

Task 6 budget: \$0

FP – Final Payment

Reimbursement of **up to \$7,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 4 and 5. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2025.**

Budget Summary

Task 1 – Inclusive Outreach Plan	\$150
Task 2 – Kick Off Meeting	\$450
Task 3 – Commercial Uses/Development Comprehensive Plan and Code Audit	\$3,000
Task 4 – Draft Amendment Package	\$5,000
Task 5 – Final Code Update and Adoption	\$2,000
Task 6 – Equity and Inclusion Self-Assessment	\$0
TOTAL	\$10,600

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Melissa Ahrens
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 503-779-9821

E-mail: melissa.ahrens@dlcd.oregon.gov

OR

Grant Program Manager:

Gordon Howard
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 503-856-6935

E-mail: gordon.howard@dlcd.oregon.gov

Payment requests should be sent to:

Grants Administrative Specialist

Angela Williamson
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 971-239-2901

E-mail: DLCD.GFGrant@dlcd.oregon.gov

**Department of Land Conservation and Development (DLCD)
2023-2025 Request for Interim Reimbursement / Final Closeout**

Grantee Name City of Yamhill		Grant No. assigned by DLCD TA-25-018		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: May 31, 2025		Period covered by this Payment From:	
DLCD Grant Expenditures		DLCD Grant Expenditures		DLCD Grant Expenditures	
Transactions		Previously Reported		This Payment	
				Cumulative	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. Total (add lines 1–4)					
Local Contributions (if applicable)					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6–9)					
11. Payment requested (from line 5)		DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE	
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.					
13. Typed or Printed Name and Title			14. Address where payment is to be sent		
15. Signature of Authorized Certifying Official			16. Date Payment Submitted		

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

<u>DLCD CERTIFICATION</u>			
I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**Department of Land Conservation and Development
2023-2025 Planning Technical Assistance Grant Agreement
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle “No” for interim payments and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this payment” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Payment”** column – captures and identifies expenditures for the products that are currently being submitted for review and payment.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Payment” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
 - **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.

- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
 - **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
 - **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
 - **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov, or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 971-239-2901) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
Department of Land Conservation and Development
635 Capitol St. NE Suite 150
Salem, OR 97301



**NOTICE OF A PROPOSED CHANGE
TO A COMPREHENSIVE PLAN OR
LAND USE REGULATION**
FORM 1

Attachment D

FOR DLCD USE

File No.:

Received:

Local governments are required to send notice of a proposed change to a comprehensive plan or land use regulation **at least 35 days before the first evidentiary hearing**. (See [OAR 660-018-0020](#) for a post-acknowledgment plan amendment and [OAR 660-025-0080](#) for a periodic review task). The rules require that the notice include a completed copy of this form.

Jurisdiction:

Grant No.:

Local file no.:

Please check the type of change that best describes the proposal:

- ☐ **Urban growth boundary (UGB) amendment** including more than 50 acres, by a city with a population greater than 2,500 within the UGB
- ☐ **UGB amendment** over 100 acres by a metropolitan service district
- ☐ **Urban reserve designation**, or amendment including over 50 acres, by a city with a population greater than 2,500 within the UGB
- ☐ **Periodic review task** – Task no.:
- ☐ **Any other change** to a comp plan or land use regulation (*e.g.*, a post-acknowledgement plan amendment)

Local contact person (name and title):

Phone: E-mail:

Street address: City: Zip:

Briefly summarize the proposal in plain language. Please identify all chapters of the plan or code proposed for amendment (maximum 500 characters):

Date of first evidentiary hearing:

Date of final hearing:

- ☐ This is a revision to a previously submitted notice. Date of previous submittal:

Check all that apply:

- ☐ Comprehensive Plan text amendment(s)
- ☐ Comprehensive Plan map amendment(s) – Change from to
Change from to
- ☐ New or amended land use regulation
- ☐ Zoning map amendment(s) – Change from to
Change from to
- ☐ An exception to a statewide planning goal is proposed – goal(s) subject to exception:
- ☐ Acres affected by map amendment:

Location of property, if applicable (site address and T, R, Sec., TL):

List affected state or federal agencies, local governments and special districts:

NOTICE OF A PROPOSED CHANGE – SUBMITTAL INSTRUCTIONS

1. Except under certain circumstances,¹ proposed amendments must be submitted to DLCD's Salem office at least 35 days before the first evidentiary hearing on the proposal. The 35 days begins the day of the postmark if mailed, or, if submitted by means other than US Postal Service, on the day DLCD receives the proposal in its Salem office. **DLCD will not confirm receipt of a Notice of a Proposed Change unless requested.**

2. A Notice of a Proposed Change must be submitted by a local government (city, county, or metropolitan service district). DLCD will not accept a Notice of a Proposed Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of a Proposed Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 1 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist
Dept. of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

This form is available here:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to plan.amendment@dlcd.oregon.gov with the subject line "Notice of Proposed Amendment."

Submittals may also be uploaded to DLCD's FTP site at <http://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 1 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of a Proposed Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or.xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or plan.amendments@dlcd.oregon.gov.

6. **Text:** Submittal of a Notice of a Proposed Change for a comprehensive plan or land use regulation text amendment must include the text of the amendment and any other information necessary to advise DLCD of the effect of the proposal. "Text" means the specific language proposed to be amended, added to, or deleted from the currently acknowledged plan or land use regulation. A general description of the proposal is not adequate. The notice may be deemed incomplete without this documentation.

7. **Staff report:** Attach any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained.

8. **Local hearing notice:** Attach the notice or a draft of the notice required under ORS 197.763 regarding a quasi-judicial land use hearing, if applicable.

9. **Maps:** Submittal of a proposed map amendment must include a map of the affected area showing existing and proposed plan and zone designations. A paper map must be legible if printed on 8½" x 11" paper. Include text regarding background, justification for the change, and the application if there was one accepted by the local government. A map by itself is not a complete notice.

10. **Goal exceptions:** Submittal of proposed amendments that involve a goal exception must include the proposed language of the exception.

¹ 660-018-0022 provides:

(1) When a local government determines that no goals, commission rules, or land use statutes apply to a particular proposed change, the notice of a proposed change is not required [a notice of adoption is still required, however]; and

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review such that the local government cannot submit the proposed change consistent with the 35-day deadline, the local government may submit the proposed change to the department as soon as practicable. The submittal must include a description of the emergency circumstances.

If you have any questions or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail plan.amendments@dlcd.oregon.gov.

Notice checklist. Include all that apply:

- ☐ Completed Form 1
- ☐ The text of the amendment (e.g., plan or code text changes, exception findings, justification for change)
- ☐ Any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained
- ☐ A map of the affected area showing existing and proposed plan and zone designations
- ☐ A copy of the notice or a draft of the notice regarding a quasi-judicial land use hearing, if applicable
- ☐ Any other information necessary to advise DLCD of the effect of the proposal

DLCD FORM 2

FOR DLCD USE



NOTICE OF ADOPTED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION

File No.:

Received:

Local governments are required to send notice of an adopted change to a comprehensive plan or land use regulation **no more than 20 days after the adoption.** (See [OAR 660-018-0040](#)). The rules require that the notice include a completed copy of this form. **This notice form is not for submittal of a completed periodic review task or a plan amendment reviewed in the manner of periodic review.** Use [Form 4](#) for an adopted urban growth boundary including over 50 acres by a city with a population greater than 2,500 within the UGB or an urban growth boundary amendment over 100 acres adopted by a metropolitan service district. Use [Form 5](#) for an adopted urban reserve designation, or amendment to add over 50 acres, by a city with a population greater than 2,500 within the UGB. Use [Form 6](#) with submittal of an adopted periodic review task.

Jurisdiction:

Grant No.

Local file no.:

Date of adoption:

Date sent:

Was Notice of a Proposed Change (Form 1) submitted to DLCD?

☐ Yes: Date (use the date of last revision if a revised Form 1 was submitted):☐ NoIs the adopted change different from what was described in the Notice of Proposed Change? ☐ Yes ☐ No

If yes, describe how the adoption differs from the proposal:

Local contact (name and title):

Phone: E-mail:

Street address: City: Zip:

PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS THAT APPLY

For a change to comprehensive plan text:

Identify the sections of the plan that were added or amended and which statewide planning goals those sections implement, if any:

For a change to a comprehensive plan map:

Identify the former and new map designations and the area affected:

Change from to . acres. ☐ A goal exception was required for this change.Change from to . acres. ☐ A goal exception was required for this change.Change from to . acres. ☐ A goal exception was required for this change.Change from to . acres. ☐ A goal exception was required for this change.

Location of affected property (T, R, Sec., TL and address): .

☐ The subject property is entirely within an urban growth boundary☐ The subject property is partially within an urban growth boundary

If the comprehensive plan map change is a UGB amendment including less than 50 acres and/or by a city with a population less than 2,500 in the urban area, indicate the number of acres of the former rural plan designation, by type, included in the boundary.

Exclusive Farm Use – Acres:

Non-resource – Acres:

Forest – Acres:

Marginal Lands – Acres:

Rural Residential – Acres:

Natural Resource/Coastal/Open Space – Acres:

Rural Commercial or Industrial – Acres:

Other: – Acres:

If the comprehensive plan map change is an urban reserve amendment including less than 50 acres, or establishment or amendment of an urban reserve by a city with a population less than 2,500 in the urban area, indicate the number of acres, by plan designation, included in the boundary.

Exclusive Farm Use – Acres:

Non-resource – Acres:

Forest – Acres:

Marginal Lands – Acres:

Rural Residential – Acres:

Natural Resource/Coastal/Open Space – Acres:

Rural Commercial or Industrial – Acres:

Other: – Acres:

For a change to the text of an ordinance or code:

Identify the sections of the ordinance or code that were added or amended by title and number:

For a change to a zoning map:

Identify the former and new base zone designations and the area affected:

Change from to . Acres:

Change from to . Acres:

Change from to . Acres:

Change from to . Acres:

Identify additions to or removal from an overlay zone designation and the area affected:

Overlay zone designation: . Acres added: . Acres removed:

Location of affected property (T, R, Sec., TL and address):

List affected state or federal agencies, local governments and special districts:

Identify supplemental information that is included because it may be useful to inform DLCD or members of the public of the effect of the actual change that has been submitted with this Notice of Adopted Change, if any. If the submittal, including supplementary materials, exceeds 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

1. A Notice of Adopted Change must be received by DLCD no later than 20 days after the ordinance(s) implementing the change has been signed by the public official designated by the jurisdiction to sign the approved ordinance(s) as provided in [ORS 197.615](#) and [OAR 660-018-0040](#).

2. A Notice of Adopted Change must be submitted by a local government (city, county, or metropolitan service district). DLCD will not accept a Notice of Adopted Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of Adopted Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 2 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist
Dept. of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

This form is available here:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to plan.amendments@dlcd.oregon.gov with the subject line “Notice of Adopted Amendment.”

Submittals may also be uploaded to DLCD’s FTP site at

<https://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 2 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of Adopted Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or .xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or plan.amendments@dlcd.oregon.gov.

6. **Content:** An administrative rule lists required content of a submittal of an adopted change ([OAR 660-018-0040\(3\)](#)). By completing this form and including the materials listed in the checklist below, the notice will include the required contents.

Where the amendments or new land use regulations, including supplementary materials, exceed 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

7. Remember to notify persons who participated in the local proceedings and requested notice of the final decision. ([ORS 197.615](#))

If you have any questions or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail plan.amendments@dlcd.oregon.gov.

Notice checklist. Include all that apply:

- ☐ Completed Form 2
- ☐ A copy of the final decision (including the signed ordinance(s)). This must include city *and* county decisions for UGB and urban reserve adoptions
- ☐ The findings and the text of the change to the comprehensive plan or land use regulation
- ☐ If a comprehensive plan map or zoning map is created or altered by the proposed change:
 - ☐ A map showing the area changed and applicable designations, and
 - ☐ Electronic files containing geospatial data showing the area changed, as specified in [OAR 660-018-0040\(5\)](#), if applicable
 - ☐ Any supplemental information that may be useful to inform DLCD or members of the public of the effect of the actual change.



City of Yamhill

A small taste of Oregon

RESOLUTION R-816

A RESOLUTION AUTHORIZING THE APPLICATION FOR THE DLCD TECHNICAL ASSISTANCE GRANT TO AND THE MAYOR OR CITY ADMINISTRATOR TO SIGN ALL APPROPRIATE ASSOCIATED DOCUMENTS

WHEREAS, the City of Yamhill recognizes the need to review and update the code to ensure it is up to date, to ensure that the language is confluent, to evaluate the existing land use regulations and to ensure it contains language maintaining the central business district's small-town aesthetic and design.

WHEREAS, to fully ensure a comprehensive analysis of potential options, initial steps require an audit of the existing Central Business District Development code.

WHEREAS, to fund the endeavor, the Department of Land Conservation and Development provides Technical Assistance Grants; and

WHEREAS, the grant will provide funding assistance to support to the City of Yamhill Planning Commission in updating necessary codes in relation to the Central Business District, as well as additional professional services needed to assist in the Code Audit.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Yamhill herein authorizes the staff to apply for the 2023-2025 Technical Assistance Grant.

SECTION 1. The Yamhill City Council will accept any DLCD award resulting from this application.

SECTION 2. This Resolution shall be effective immediately upon its passage.

Passed by the Yamhill City Council and executed by the mayor on this 10th day of January 2024.

CITY OF YAMHILL, OREGON

AYES: _____
NAYS: _____
ABSTENTION: _____
ABSENT: _____



City of Yamhill

A small taste of Oregon

DATED this 10th day of January 2024.

Yvette Potter, Mayor City of Yamhill

ATTEST:

Angie Fowler, City Recorder



City of Yamhill

A small taste of Oregon

Department Updates to City Council for December

Date: 01/01/2023

Interim City Administrator:

Greg Graven

- Brightside Electric CAT6 Cabling Project Completed
- PERS EDX Reporting for December
- Luncheon YDA Yamhill Downtown Association Jenny Morrison, Kara Weber, Kim Steele, Angie Fowler Christmas Tree Lighting Event Planning
- Check-In Meeting w/ Public Works Jason Wofford
- Work on Water Rate Study Documents
- Meeting w/ YDA Yamhill Downtown Association Kara Weber Jenny Morrison, Phillip Higgins, & Bill Flood Community Heart & Soul
- Check-In Teams Meeting w/ ISOOutsource Paul Krupa & Brittany Posey
- Training Zoom Communication w/ Council & Community Best Practice for Improving Budget Julian Lamphiear, Kelly Wilson, & Lauren Umbelauer
- Resolution R-814 Resolution for Supplemental Budget
- Resolution R-815 Resolution Amend Holiday's & Floating Holiday's
- Review Remission Order from Governor Kotek's 12-01-2023 Order w/ 91 Orders for Yamhill Municipal Court
- Update Jubitz Federal Tax Exempt Agreement
- Review Microsoft 365 Invoices
- Review Fuel Cloud Invoices
- ISOOutsource James Grow Brightside Electric Josh Camera Installation in City Council Room New Camera Won't Work Hooked back up old camera
- Monthly Staff Meeting w/ Angie Fowler & Jason Wofford
- Work on Grant Documents w/ Grants.Gov
- Work with ISOOutsource on Firewall-VPN project Fortinet, Fortigate & Fortiguard Unified Protection for FortiClient
- Set Up for 15th Annual Christmas Tree Lighting Ceremony Collaborating with YDA Yamhill Downtown Association. Great community involvement for event
- YDA Yamhill Downtown Association Monthly Meeting Microsoft Teams Phillip Higgins, Kara Weber, Jenny Morrison, Anita Borgas, Kristen Ragalado
- Staff meeting w/ Ross Schultz, Kim Steele, Jason Wofford
- AccuData Timecards PERS EDX Reporting for 11/26/2023 to 12/09/2023
- City Council Work Session w/ Ross Schultz 2024-2025 Budget Outline

- City Council Meeting
- Performance Review on Employee
- Work on Invoices and Financials
- Follow Up w/ MWVCOG John Schmidt on Congressional Spending Merkley Grant Application
- Complete Updates to Goals for Staff & the City for 2024-2025 Budget Prep
- PERS EDX Data Verification
- Contact AccuData Follow Up on Payment Fee to Department of Revenue
- AccuData Payroll & PERS EDX Reporting for 12/10/2023 to 12/23/2023
- YDA Yamhill Down Town Association Community Heart and Soul Zoom Meeting Kara Weber YDA, Jenny Morrison YDA, Bill Flood Community Heart and Soul, Joan Wagner Community Heart, and Soul
- Follow Up on Congressional Spending Merkley Grant w/ Jason Wofford
- ISOutsource Check-In Meeting w/ Brittany Posey, James Grow, Tyler Weygandt
- Work on IGA with Yamhill Fire Protection District for Fuel Supply Agreement

Yamhill Police Department:

Greg Graven

- Monthly Reporting of ONIBRS December/LEEP Use of Force December/LEEP Suicide December/CAD Inform December/Monthly Stats December in Packet
- DPSST Maintenance Training Records for staff
- Lexipol DTB's December
- Lexipol Policy Manual Updates
- Oregon City PD for Training Officer Involved Shooting A Practical Patrol Level Response w/ 841 Van Cleave Sgt. Mike Kramer OCPD, John Krummenacker, Anil Karia, & Mike Starpoli
- TAT Threat Assessment Teams Meeting
- SATF SPEC Statewide Prevention & Education Committee Zoom Meeting Meg Foster, Rosa Van Gordon, & Nicole Cunningham
- Update Motorola Mobile Radios
- Delivery of the 2023 Dodge Durango "Durmango"
- Work on 2023 Records Retention Documents
- Walmart McMinnville Shop with a Cop Detail McMinnville PD/OSP 842 Miller/844 Livingston/Kim Steele
- Juliette's House Alliance for Hope International Family Justice Center Survey Coordination Team
- MCAT Meeting w/ 841 Van Cleave McMinnville PD
- Intro to OFR Overdose Fatality Review Yamhill County LADPC Overdose Fatality Review Committee Zoom Meeting Santarpio, Savannah OHS/Joseph DelGreco/Bill Michielsen
- YC District Office SRO Meeting w/ Superintendent Clint Raever

- Yamhill County Courthouse Room 241 Swearing in Ceremony for Sheriff Sam Elliott
- LEA Meeting YCSO Annex
- Case Law Updates 2024

Corporal Travis Van Cleave

- Conducted Traffic Enforcement in an effort to educate the motorists. Took individuals into custody on warrants for outstanding crimes.

Officer Adam Miller

- We'll be conducting more grant time now. Working to keep the streets safe.

SRO Officer Chris Livingston

- Excited to be driving the 2016 Dodge Charger.

Yamhill City Hall:

Kim Steele

- No report received.

Angie Fowler

- I have been continuing my work on the council camera system, minutes, and various planning and building applications.

Kara Corrigan

- No report received.

Yamhill Public Works:

Jason Wofford

- No report received.

Kyle Adams

- The Third Street Project has been completed with the last step being the paving project, which has not been scheduled for a completion date yet.

Austen Herb

- No report received.

Joshua Johnson

- No report received.

Lucas Long

- No report received.

Greg Graven
Chief of Police
Interim City Administrator



YAMHILL POLICE DEPARTMENT

PO BOX 09

YAMHILL OR 97148

(503)662-3511



To:		Yamhill City Council	
From:		Greg Graven	
Subject:		Police Statistics December 2023	

Police Statistics:

Number of Calls/Activity:		244	
Number of Case Reports:		10	
Number of Arrests:		04	
Number of Muni Court Citations:		28	
Number of Warnings:		133	
Number of Circuit Court Citations:		06	

Hours Worked:

Greg Graven		202	
Travis Van Cleave		154	
AJ Miller		119	
Chris Livingston		71	

Miles Driven:

Greg Graven		956	
Travis Van Cleave		967	
AJ Miller		707	
Chris Livingston		231	