



City of Yamhill
A small taste of Oregon

Council Meeting Packet

October 9, 2024,

6:30 p.m.

General Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
General Revenues					
4100	Beginning Budget Balance	0.00	0.00	386,409.00	0.00%
4932	Business License	0.00	850.00	700.00	121.43%
4902	Cigarette Taxes	152.16	281.30	1,500.00	18.75%
4915	Dog License Revenue	0.00	0.00	515.00	0.00%
4925	Franchise Fees	2,475.26	2,997.46	55,650.00	5.39%
4944	Grant - ODOT DUII	0.00	0.00	4,000.00	0.00%
4942	Grant - ODOT Seat Belt	0.00	582.12	5,000.00	11.64%
4943	Grant - ODOT Speed	0.00	0.00	5,000.00	0.00%
4945	Grant -ODOT Distracted Driving	0.00	0.00	5,000.00	0.00%
4952	Interest Income	2,320.34	7,044.21	11,592.00	60.77%
4962	Land Use Fees	350.00	350.00	15,000.00	2.33%
4903	Liquor Taxes	1,540.78	5,547.40	24,000.00	23.11%
4098	Marijuana Tax	0.00	0.00	1,600.00	0.00%
4913	Miscellaneous Income	982.27	3,511.84	3,500.00	100.34%
4928	Municipal Court Fees	2,723.87	7,709.46	21,000.00	36.71%
4924	Municipal Court Fines	2,008.20	6,753.41	55,000.00	12.28%
4941	Municipal Court Training Assmt	66.00	258.00	1,200.00	21.50%
4951	National Night Out	0.00	0.00	1,500.00	0.00%
4961	Park Fees	90.00	310.00	1,400.00	22.14%
4948	Planning Grant	0.00	0.00	57,600.00	0.00%
4914	Police Misc. Income	1,049.79	9,770.16	10,000.00	97.70%
4922	Police Service Fee	2,625.75	7,842.53	30,000.00	26.14%
4950	Police SRO-Yamhill/Carlton SD	0.00	0.00	12,500.00	0.00%
4901	Previously Levied Taxes	877.48	2,992.97	12,500.00	23.94%
4900	Property Tax Revenue	0.00	2,668.35	476,286.00	0.56%
4904	State Revenue Sharing	0.00	3,751.06	15,200.00	24.68%
4923	Towing Fees	0.00	0.00	100.00	0.00%
	General Revenues Totals	\$17,261.90	\$63,220.27	\$1,213,752.00	
Park Dept					
4961	Park Fees	0.00	(40.00)	0.00	0.00%
	Park Dept Totals	\$0.00	(\$40.00)	\$0.00	
Police Dept					
4914	Police Misc. Income	(213.00)	(213.00)	0.00	0.00%
	Police Dept Totals	(\$213.00)	(\$213.00)	\$0.00	
	Revenue	\$17,048.90	\$62,967.27	\$1,213,752.00	
	Gross Profit	\$17,048.90	\$62,967.27	\$1,213,752.00	
Expenses					
Administrative Dept					
6124	Accounting Clerk	1,027.60	2,089.14	13,000.00	16.07%
6325	Ads & Printing	0.00	849.06	2,500.00	33.96%
6300	Attorney/Legal Fees	0.00	293.38	15,000.00	1.96%
6301	Audit Fees	0.00	0.00	10,000.00	0.00%
6412	Building Maintenance	0.00	220.00	3,100.00	7.10%
6335	Christmas Decorations	0.00	0.00	2,000.00	0.00%
6101	City Administrator	1,842.88	5,512.63	27,500.00	20.05%
6102	City Clerk	750.96	2,247.12	9,374.00	23.97%
6123	City Recorder	998.76	2,951.64	12,985.00	22.73%
6306	Contract Services	30.00	310.00	15,000.00	2.07%

General Fund Statement of Revenue and Expenditures

Account Number	Current Period Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget	
6980	Council Room Camera Upgrade	0.00	0.00	7,360.00	0.00%
6305	Dues, Travel, Training	283.70	854.74	5,000.00	17.09%
6334	Emergency Services	0.00	0.00	1,000.00	0.00%
6309	Janitorial Services	0.00	0.00	3,000.00	0.00%
6202	Liability Insurance	0.00	11,395.65	11,700.00	97.40%
6252	Miscellaneous Expense	0.00	78.66	800.00	9.83%
6328	Office Supplies	114.85	589.07	2,500.00	23.56%
6200	Operations & Maint	874.65	2,461.49	9,500.00	25.91%
6120	Payroll Expense	6,158.27	15,084.02	47,144.00	32.00%
6329	Postage	21.52	188.34	525.00	35.87%
6795	Reserve for Contingencies	0.00	0.00	82,139.00	0.00%
6521	Reserve Transfer (ACER Reserve)	0.00	0.00	12,500.00	0.00%
6433	Security Cameras	0.00	0.00	4,896.00	0.00%
6210	Utilities	1,395.16	2,399.60	14,000.00	17.14%
6032	Website/IT	0.00	6,251.80	14,000.00	44.66%
Administrative Dept Totals		\$13,498.35	\$53,776.34	\$326,523.00	
City Council					
6332	Community Support Services	0.00	0.00	3,000.00	0.00%
6305	Dues, Travel, Training	472.84	759.24	3,000.00	25.31%
6252	Miscellaneous Expense	306.89	4,133.83	1,000.00	413.38%
6328	Office Supplies	0.00	0.00	100.00	0.00%
6200	Operations & Maint	23.51	23.51	0.00	0.00%
City Council Totals		\$803.24	\$4,916.58	\$7,100.00	
Municipal Court					
6250	Assessments	836.00	1,921.00	15,000.00	12.81%
6300	Attorney/Legal Fees	0.00	0.00	200.00	0.00%
6224	Bail Refunds	0.00	0.00	560.00	0.00%
6102	City Clerk	1,752.24	5,243.31	21,872.00	23.97%
6310	Court Interpreter	100.00	300.00	1,200.00	25.00%
6305	Dues, Travel, Training	439.14	439.14	2,100.00	20.91%
6311	Municipal Judge	250.00	750.00	3,000.00	25.00%
6328	Office Supplies	18.62	18.62	500.00	3.72%
6200	Operations & Maint	89.21	339.51	2,000.00	16.98%
6120	Payroll Expense	1,308.04	4,555.10	16,404.00	27.77%
Municipal Court Totals		\$4,793.25	\$13,566.68	\$62,836.00	
Park Dept					
6252	Miscellaneous Expense	595.59	595.59	0.00	0.00%
6200	Operations & Maint	1,946.93	9,002.00	10,000.00	90.02%
6120	Payroll Expense	718.48	2,143.04	10,861.00	19.73%
6523	Reserve Transfer (Park)	0.00	0.00	7,500.00	0.00%
6401	Trees	0.00	0.00	4,500.00	0.00%
6210	Utilities	70.61	157.48	1,500.00	10.50%
6109	Utility Worker I	472.33	1,144.15	6,917.00	16.54%
6108	Utility Worker II	581.76	1,709.60	7,564.00	22.60%
Park Dept Totals		\$4,385.70	\$14,751.86	\$48,842.00	
Planning Dept					
6124	Accounting Clerk	411.04	835.66	5,200.00	16.07%
6325	Ads & Printing	0.00	0.00	2,000.00	0.00%
6101	City Administrator	737.16	2,205.07	11,000.00	20.05%
6303	City Planner	1,300.00	2,480.00	12,000.00	20.67%
6123	City Recorder	434.24	1,283.32	5,646.00	22.73%
6306	Contract Services	16,949.50	17,501.38	57,600.00	30.38%

Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
6305	Dues, Travel, Training	0.00	54.50	200.00	27.25%
6328	Office Supplies	0.00	0.00	100.00	0.00%
6120	Payroll Expense	1,999.90	4,351.14	16,384.00	26.56%
Planning Dept Totals		\$21,831.84	\$28,711.07	\$110,130.00	
Police Dept					
6304	911 YCOM Dispatch	1,211.42	3,634.26	20,000.00	18.17%
6300	Attorney/Legal Fees	2,725.50	2,725.50	3,100.00	87.92%
6944	Central Square CAD	0.00	0.00	10,000.00	0.00%
6305	Dues, Travel, Training	0.00	2,100.90	4,200.00	50.02%
6221	Equipment/Maintenance	440.30	440.30	4,850.00	9.08%
6337	Fuel	996.89	1,821.97	13,000.00	14.02%
6333	Investigation Expenses	19.25	340.00	1,200.00	28.33%
6202	Liability Insurance	0.00	18,721.43	16,000.00	117.01%
6252	Miscellaneous Expense	0.00	32.06	600.00	5.34%
6253	Miscellaneous Grant Expenses	0.00	0.00	1,000.00	0.00%
6977	Mobile Data Computers	0.00	0.00	3,500.00	0.00%
6336	National Night Out Expense	717.30	2,134.30	1,500.00	142.29%
6117	ODOT Grant Payroll	1,667.91	4,163.88	18,500.00	22.51%
6328	Office Supplies	0.00	59.45	2,400.00	2.48%
6115	Overtime	0.00	667.76	4,000.00	16.69%
6120	Payroll Expense	12,682.45	42,450.00	210,802.00	20.14%
6254	Peer Support Expense	0.00	0.00	200.00	0.00%
6104	Police Chief	8,799.32	26,313.32	114,391.00	23.00%
6122	Police Corporal	6,305.15	18,827.65	80,667.00	23.34%
6331	Police Equipment	0.00	0.00	9,500.00	0.00%
6105	Police Officer	5,347.02	15,977.37	69,511.00	22.99%
6976	Police Radios	0.00	0.00	1,000.00	0.00%
6404	Policy & Procedure Manual	0.00	2,222.97	2,200.00	101.04%
6106	Reserve Officer	625.00	1,375.00	12,500.00	11.00%
6522	Reserve Transfer (PD Vehicle)	0.00	0.00	13,000.00	0.00%
6327	Resource Materials	0.00	550.00	1,100.00	50.00%
6330	Uniform Allowance	0.00	1,050.10	3,500.00	30.00%
6210	Utilities	416.72	1,250.16	5,100.00	24.51%
6405	Vehicle Lease	0.00	0.00	15,000.00	0.00%
6027	Vehicle Maintenance	0.00	2,465.54	16,000.00	15.41%
Police Dept Totals		\$41,954.23	\$149,323.92	\$658,321.00	
Expenses		\$87,266.61	\$265,046.45	\$1,213,752.00	
Revenue Less Expenditures		(\$70,217.71)	(\$202,079.18)	\$0.00	
Net Change in Fund Balance		(\$70,217.71)	(\$202,079.18)	\$0.00	

Fund Balances

Beginning Fund Balance	(94,706.93)	37,154.54	0.00	0.00%
Net Change in Fund Balance	(70,217.71)	(202,079.18)	0.00	0.00%

General Fund
Statement of Revenue and Expenditures

Account Number	Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Ending Fund Balance	(164,924.64)	(164,924.64)	0.00	0.00%

Report Options

Fund: General Fund
Period: 9/1/2024 to 9/30/2024
Detail Level: Level 1 Accounts
Display Account Categories: Yes
Revenue Reporting Method: Actual - Budget
Expense Reporting Method: Actual - Budget
Budget: General Fund Master (DO NOT ENTER \$\$)
Display Subtotals: No

Water Fund
Statement of Revenue and Expenditures

Account Number	Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures				
Revenue				
Other Revenue				
4100		0.00	253,465.00	0.00%
4952	2,601.42	7,897.51	7,604.00	103.86%
4964		0.00	192,000.00	0.00%
4913	2,771.93	7,971.93	8,000.00	99.65%
4940	627.12	1,567.80	4,710.00	33.29%
4960	118,820.40	356,166.82	895,000.00	39.80%
	Revenue	\$124,820.87	\$373,604.06	\$1,360,779.00
	Gross Profit	\$124,820.87	\$373,604.06	\$1,360,779.00
Expenses				
Requirements				
6983		0.00	212,000.00	0.00%
6124	1,027.60	2,089.15	13,000.00	16.07%
6325		0.00	100.00	0.00%
6300		293.38	11,352.00	2.58%
6301		0.00	6,192.00	0.00%
6326	24.75	24.75	20,640.00	0.12%
6101	1,474.30	4,410.10	22,000.00	20.05%
6102	1,501.92	4,494.26	18,747.00	23.97%
6123	1,085.60	3,208.30	14,114.00	22.73%
6306		7,900.27	92,880.00	8.51%
6427		82.07	516.00	15.91%
6237	4,932.71	12,271.15	50,000.00	24.54%
6305	1,229.04	1,897.57	6,000.00	31.63%
6334		0.00	2,000.00	0.00%
6119	2,029.41	6,268.24	28,606.00	21.91%
6337	393.11	453.01	5,000.00	9.06%
6232		0.00	1,548.00	0.00%
6202		37,442.84	30,960.00	120.94%
6233	3,646.80	3,646.80	10,320.00	35.34%
6203	36.00	36.00	1,032.00	3.49%
6252	35.08	405.99	1,032.00	39.34%
6230	59.60	59.60	1,032.00	5.78%
6200	1,078.84	3,558.36	46,440.00	7.66%
6115	105.06	753.78	10,000.00	7.54%
6118	226.00	676.75	3,500.00	19.34%
6120	11,025.49	31,242.61	137,023.00	22.80%
6204		0.00	2,580.00	0.00%
6121	2,252.88	7,008.89	29,285.00	23.93%
6329		150.00	3,000.00	5.00%
6441		0.00	75,000.00	0.00%
6795		0.00	98,902.00	0.00%
6521		0.00	13,500.00	0.00%
6415		0.00	10,320.00	0.00%
6208		0.00	2,000.00	0.00%
6417	1,340.00	1,340.00	3,096.00	43.28%
6525		0.00	12,500.00	0.00%
6524		0.00	200,000.00	0.00%
6210	1,670.00	4,157.69	30,960.00	13.43%

Water Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
6109	Utility Worker I	1,416.96	3,432.42	20,751.00	16.54%
6108	Utility Worker II	1,745.28	5,128.84	22,691.00	22.60%
6027	Vehicle Maintenance		42.22	10,000.00	0.42%
Other Expense					
6201	Lab Equipment		0.00	5,160.00	0.00%
6440	Transmission Line Feasibility		0.00	75,000.00	0.00%
	Expenses	\$38,336.43	\$142,475.04	\$1,360,779.00	
	Revenue Less Expenditures	\$86,484.44	\$231,129.02	\$0.00	
	Net Change in Fund Balance	\$86,484.44	\$231,129.02	\$0.00	
Fund Balances					
	Beginning Fund Balance	322,000.46	177,355.88	0.00	0.00%
	Net Change in Fund Balance	86,484.44	231,129.02	0.00	0.00%
	Ending Fund Balance	408,484.90	408,484.90	0.00	0.00%

Water Debt Depreciation Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	39,537.00	0.00%
4952	Interest Income	77.85	236.34	1,186.00	19.93%
	Revenue	\$77.85	\$236.34	\$40,723.00	
	Gross Profit	\$77.85	\$236.34	\$40,723.00	
Expenses					
6428	Impound Projects	0.00	0.00	500.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	20,223.00	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%
	Expenses	\$0.00	\$0.00	\$40,723.00	
	Revenue Less Expenditures	\$77.85	\$236.34	\$0.00	
	Net Change in Fund Balance	\$77.85	\$236.34	\$0.00	
Fund Balances					
	Beginning Fund Balance	(3,070.08)	(3,228.57)	0.00	0.00%
	Net Change in Fund Balance	77.85	236.34	0.00	0.00%
	Ending Fund Balance	(2,992.23)	(2,992.23)	0.00	0.00%

Water SDC Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	370,905.00	0.00%
4949	Grant- OBDD	0.00	0.00	20,000.00	0.00%
4952	Interest Income	1,177.71	3,575.35	11,127.00	32.13%
4792	System Development Charges	21,402.00	78,474.00	214,020.00	36.67%
	Revenue	\$22,579.71	\$82,049.35	\$616,052.00	
	Gross Profit	\$22,579.71	\$82,049.35	\$616,052.00	
Expenses					
Requirements					
6983	3rd - E 2nd	0.00	0.00	53,156.00	0.00%
6540	Merkley Grant Match	0.00	0.00	48,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	514,896.00	0.00%
	Expenses	\$0.00	\$0.00	\$616,052.00	
	Revenue Less Expenditures	\$22,579.71	\$82,049.35	\$0.00	
	Net Change in Fund Balance	\$22,579.71	\$82,049.35	\$0.00	
Fund Balances					
	Beginning Fund Balance	128,917.23	69,447.59	0.00	0.00%
	Net Change in Fund Balance	22,579.71	82,049.35	0.00	0.00%
	Ending Fund Balance	151,496.94	151,496.94	0.00	0.00%

Water Debt Service Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	229,537.00	0.00%
4952	Interest Income	834.31	2,532.84	6,886.00	36.78%
4981	Transfer In - Water Fund	0.00	0.00	200,000.00	0.00%
	Revenue	\$834.31	\$2,532.84	\$436,423.00	
	Gross Profit	\$834.31	\$2,532.84	\$436,423.00	
Expenses					
6150	Debt Service Expense	0.00	0.00	131,522.00	0.00%
6945	Debt Service Interest	0.00	0.00	84,628.00	0.00%
6598	Unappropriated Ending Fund Bal	0.00	0.00	220,273.00	0.00%
	Expenses	\$0.00	\$0.00	\$436,423.00	
	Revenue Less Expenditures	\$834.31	\$2,532.84	\$0.00	
	Net Change in Fund Balance	\$834.31	\$2,532.84	\$0.00	
Fund Balances					
	Beginning Fund Balance	465,792.85	464,094.32	0.00	0.00%
	Net Change in Fund Balance	834.31	2,532.84	0.00	0.00%
	Ending Fund Balance	466,627.16	466,627.16	0.00	0.00%

Report Options

Fund: Water Debt Service
 Period: 9/1/2024 to 9/30/2024
 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

Sewer Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	533,158.00	0.00%
4952	Interest Income	1,838.07	5,580.12	15,995.00	34.89%
4913	Miscellaneous Income	1,003.34	2,603.34	0.00	0.00%
4940	Security Deposits	631.68	1,592.98	8,000.00	19.91%
4920	Sewer Inspections	462.00	1,694.00	0.00	0.00%
4963	Stormwater	1,075.49	3,157.49	0.00	0.00%
4960	Users Fees	35,319.82	105,348.36	404,330.00	26.06%
	Revenue	\$40,330.40	\$119,976.29	\$961,483.00	
	Gross Profit	\$40,330.40	\$119,976.29	\$961,483.00	
Expenses					
Requirements					
6124	Accounting Clerk	1,027.60	2,089.15	13,000.00	16.07%
6325	Ads & Printing	0.00	0.00	206.00	0.00%
6300	Attorney/Legal Fees	0.00	293.37	1,548.00	18.95%
6301	Audit Fees	0.00	0.00	5,676.00	0.00%
6326	Chemicals	0.00	0.00	2,064.00	0.00%
6101	City Administrator	1,474.30	4,410.10	22,000.00	20.05%
6102	City Clerk	1,001.28	2,996.18	12,498.00	23.97%
6123	City Recorder	1,085.60	3,208.30	14,114.00	22.73%
6227	Collection System	0.00	1,341.23	40,000.00	3.35%
6306	Contract Services	16,235.86	19,827.28	30,960.00	64.04%
6427	Deposit Refund	0.00	157.92	1,016.00	15.54%
6981	Disinfection	0.00	0.00	189,608.00	0.00%
6305	Dues, Travel, Training	0.00	571.02	4,128.00	13.83%
6334	Emergency Services	0.00	0.00	5,160.00	0.00%
6402	Equipment Replacement	743.16	743.16	0.00	0.00%
6119	Facilities Manager	2,029.41	6,268.24	28,606.00	21.91%
6337	Fuel	393.11	452.47	0.00	0.00%
6231	I & I, TV Insp & Cleaning	0.00	0.00	10,320.00	0.00%
6202	Liability Insurance	0.00	13,837.58	12,384.00	111.74%
6203	Misc. Tools	71.79	628.33	1,342.00	46.82%
6252	Miscellaneous Expense	42.99	165.06	516.00	31.99%
6230	Office Equip/Maint/Supplies	0.00	39.99	774.00	5.17%
6328	Office Supplies	59.60	59.60	516.00	11.55%
6200	Operations & Maint	733.57	4,551.62	40,000.00	11.38%
6115	Overtime	105.06	753.76	2,000.00	37.69%
6118	Pager Pay	226.00	676.75	3,000.00	22.56%
6120	Payroll Expense	9,933.29	27,801.73	115,099.00	24.15%
6204	Permits	0.00	3,689.00	5,160.00	71.49%
6121	Plant Operator	2,252.88	7,008.89	29,285.00	23.93%
6329	Postage	0.00	150.00	2,580.00	5.81%
6795	Reserve for Contingencies	0.00	0.00	191,425.00	0.00%
6521	Reserve Transfer (ACER Reserve)	0.00	0.00	13,500.00	0.00%
6208	Safety Equipment & Supplies	359.98	782.93	2,064.00	37.93%
6417	Sludge Hauling	0.00	0.00	7,224.00	0.00%
6525	Transfer Out (PW Reserve)	0.00	0.00	12,500.00	0.00%
6946	Transfer Out (Stormwater)	0.00	0.00	12,000.00	0.00%
6210	Utilities	1,809.65	4,296.62	35,088.00	12.25%

Sewer Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
6422	Utility Truck Purchase	60,500.00	60,500.00	60,000.00	100.83%
6109	Utility Worker I	944.64	2,288.28	13,834.00	16.54%
6108	Utility Worker II	1,163.52	3,419.23	15,127.00	22.60%
6027	Vehicle Maintenance	1,441.56	3,380.80	3,096.00	109.20%
Other Expense					
6201	Lab Equipment	0.00	0.00	2,064.00	0.00%
	Expenses	\$103,634.85	\$176,388.59	\$961,482.00	
	Revenue Less Expenditures	(\$63,304.45)	(\$56,412.30)	\$1.00	
	Net Change in Fund Balance	(\$63,304.45)	(\$56,412.30)	\$1.00	

Fund Balances

Beginning Fund Balance	522,682.83	515,790.68	0.00	0.00%
Net Change in Fund Balance	(63,304.45)	(56,412.30)	1.00	0.00%
Ending Fund Balance	459,378.38	459,378.38	0.00	0.00%

Sewer System Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	64,261.00	0.00%
4952	Interest Income	127.76	387.86	2,570.00	15.09%
	Revenue	\$127.76	\$387.86	\$66,831.00	
	Gross Profit	\$127.76	\$387.86	\$66,831.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	51,831.00	0.00%
6741	System Improvements	0.00	0.00	15,000.00	0.00%
	Expenses	\$0.00	\$0.00	\$66,831.00	
	Revenue Less Expenditures	\$127.76	\$387.86	\$0.00	
	Net Change in Fund Balance	\$127.76	\$387.86	\$0.00	
Fund Balances					
	Beginning Fund Balance	66,021.43	65,761.33	0.00	0.00%
	Net Change in Fund Balance	127.76	387.86	0.00	0.00%
	Ending Fund Balance	66,149.19	66,149.19	0.00	0.00%

Sewer SDC Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	354,879.00	0.00%
4952	Interest Income	926.28	2,812.03	10,646.00	26.41%
4792	System Development Charges	12,741.00	46,717.00	119,003.00	39.26%
	Revenue	\$13,667.28	\$49,529.03	\$484,528.00	
	Gross Profit	\$13,667.28	\$49,529.03	\$484,528.00	
Expenses					
6981	Disinfection	0.00	0.00	47,402.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	437,126.00	0.00%
	Expenses	\$0.00	\$0.00	\$484,528.00	
	Revenue Less Expenditures	\$13,667.28	\$49,529.03	\$0.00	
	Net Change in Fund Balance	\$13,667.28	\$49,529.03	\$0.00	
Fund Balances					
	Beginning Fund Balance	479,301.83	443,440.08	0.00	0.00%
	Net Change in Fund Balance	13,667.28	49,529.03	0.00	0.00%
	Ending Fund Balance	492,969.11	492,969.11	0.00	0.00%

Sewer Debt Service
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	63,904.00	0.00%
4952	Interest Income	206.12	625.75	1,917.00	32.64%
4960	Users Fees	8,829.95	26,337.08	42,000.00	62.71%
	Revenue	\$9,036.07	\$26,962.83	\$107,821.00	
	Gross Profit	\$9,036.07	\$26,962.83	\$107,821.00	
Expenses					
Requirements					
6150	Debt Service Expense	0.00	800.00	30,000.00	2.67%
6945	Debt Service Interest	0.00	0.00	24,181.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	53,640.00	0.00%
	Expenses	\$0.00	\$800.00	\$107,821.00	
	Revenue Less Expenditures	\$9,036.07	\$26,162.83	\$0.00	
	Net Change in Fund Balance	\$9,036.07	\$26,162.83	\$0.00	
Fund Balances					
	Beginning Fund Balance	73,864.75	56,737.99	0.00	0.00%
	Net Change in Fund Balance	9,036.07	26,162.83	0.00	0.00%
	Ending Fund Balance	82,900.82	82,900.82	0.00	0.00%

Street Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	127,323.00	0.00%
4952	Interest Income	436.72	1,325.80	3,820.00	34.71%
4292	Recology Franchise Fees	1,137.05	1,137.05	4,900.00	23.21%
4290	State Gas Tax Revenue	7,163.14	23,632.84	92,400.00	25.58%
	Revenue	\$8,736.91	\$26,095.69	\$228,443.00	
	Gross Profit	\$8,736.91	\$26,095.69	\$228,443.00	
Expenses					
Requirements					
6101	City Administrator	737.16	2,205.07	11,000.00	20.05%
6123	City Recorder	86.84	256.65	1,129.00	22.73%
6306	Contract Services	0.00	0.00	15,480.00	0.00%
6982	East Main Street	11,073.35	11,073.35	45,895.00	24.13%
6221	Equipment/Maintenance	0.00	425.50	2,064.00	20.62%
6119	Facilities Manager	1,068.11	3,299.07	15,257.00	21.62%
6236	Footpaths/Bikepaths	0.00	0.00	5,160.00	0.00%
6200	Operations & Maint	0.00	22.11	20,640.00	0.11%
6120	Payroll Expense	2,446.38	8,665.99	32,660.00	26.53%
6121	Plant Operator	500.64	1,557.53	6,508.00	23.93%
6795	Reserve for Contingencies	0.00	0.00	4,378.00	0.00%
6229	Street Lights	1,780.78	3,557.39	17,338.00	20.52%
6222	Street Maintenance	0.00	34.04	41,280.00	0.08%
6109	Utility Worker I	314.88	762.76	4,611.00	16.54%
6108	Utility Worker II	387.84	1,139.74	5,042.00	22.60%
	Expenses	\$18,395.98	\$32,999.20	\$228,442.00	
	Revenue Less Expenditures	(\$9,659.07)	(\$6,903.51)	\$1.00	
	Net Change in Fund Balance	(\$9,659.07)	(\$6,903.51)	\$1.00	
Fund Balances					
	Beginning Fund Balance	126,327.64	123,572.08	0.00	0.00%
	Net Change in Fund Balance	(9,659.07)	(6,903.51)	1.00	0.00%
	Ending Fund Balance	116,668.57	116,668.57	0.00	0.00%

Streets SDC Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	157,157.00	0.00%
4952	Interest Income	429.35	1,303.45	6,286.00	20.74%
4792	System Development Charges	11,031.00	35,123.00	61,148.00	57.44%
	Revenue	\$11,460.35	\$36,426.45	\$224,591.00	
	Gross Profit	\$11,460.35	\$36,426.45	\$224,591.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	178,696.00	0.00%
6416	System Development	11,073.35	11,073.35	45,895.00	24.13%
	Expenses	\$11,073.35	\$11,073.35	\$224,591.00	
	Revenue Less Expenditures	\$387.00	\$25,353.10	\$0.00	
	Net Change in Fund Balance	\$387.00	\$25,353.10	\$0.00	
Fund Balances					
	Beginning Fund Balance	195,806.06	170,839.96	0.00	0.00%
	Net Change in Fund Balance	387.00	25,353.10	0.00	0.00%
	Ending Fund Balance	196,193.06	196,193.06	0.00	0.00%

Sidewalk Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	28,116.00	0.00%
4952	Interest Income	55.36	168.07	843.00	19.94%
	Revenue	\$55.36	\$168.07	\$28,959.00	
	Gross Profit	\$55.36	\$168.07	\$28,959.00	
Expenses					
6499	Capital Reserve	0.00	0.00	3,459.00	0.00%
6427	Deposit Refund	0.00	0.00	500.00	0.00%
6423	Sidewalk Installation	0.00	15,000.00	25,000.00	60.00%
	Expenses	\$0.00	\$15,000.00	\$28,959.00	
	Revenue Less Expenditures	\$55.36	(\$14,831.93)	\$0.00	
	Net Change in Fund Balance	\$55.36	(\$14,831.93)	\$0.00	
Fund Balances					
	Beginning Fund Balance	75.44	14,962.73	0.00	0.00%
	Net Change in Fund Balance	55.36	(14,831.93)	0.00	0.00%
	Ending Fund Balance	130.80	130.80	0.00	0.00%

Building Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	28,537.00	0.00%
4931	Building Permits - Structural	2,758.02	5,717.99	0.00	0.00%
4939	Code Compliance Fees	0.00	75.00	500.00	15.00%
4938	County Building Services	0.00	0.00	4,000.00	0.00%
4952	Interest Income	64.79	196.70	856.00	22.98%
	Revenue	\$2,822.81	\$5,989.69	\$33,893.00	
	Gross Profit	\$2,822.81	\$5,989.69	\$33,893.00	
Expenses					
Requirements					
6124	Accounting Clerk	205.52	417.83	2,600.00	16.07%
6101	City Administrator	368.58	1,102.54	5,500.00	20.05%
6123	City Recorder	217.12	641.66	2,823.00	22.73%
6119	Facilities Manager	213.62	659.80	3,814.00	17.30%
6328	Office Supplies	0.00	0.00	50.00	0.00%
6120	Payroll Expense	1,167.26	2,778.19	11,053.00	25.14%
6329	Postage	0.00	0.00	100.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	7,953.00	0.00%
	Expenses	\$2,172.10	\$5,600.02	\$33,893.00	
	Revenue Less Expenditures	\$650.71	\$389.67	\$0.00	
	Net Change in Fund Balance	\$650.71	\$389.67	\$0.00	
Fund Balances					
	Beginning Fund Balance	30,320.61	30,581.65	0.00	0.00%
	Net Change in Fund Balance	650.71	389.67	0.00	0.00%
	Ending Fund Balance	30,971.32	30,971.32	0.00	0.00%

Economic Development Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	151,301.00	0.00%
4952	Interest Income	299.07	907.93	4,539.00	20.00%
4970	Loan Payments	0.00	0.00	600.00	0.00%
	Revenue	\$299.07	\$907.93	\$156,440.00	
	Gross Profit	\$299.07	\$907.93	\$156,440.00	
Expenses					
6124	Accounting Clerk	411.04	835.66	5,200.00	16.07%
6313	Administrative Costs	0.00	32.20	250.00	12.88%
6300	Attorney/Legal Fees	0.00	293.37	1,000.00	29.34%
6101	City Administrator	737.16	2,205.07	11,000.00	20.05%
6123	City Recorder	434.24	1,283.32	5,646.00	22.73%
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	1,999.90	4,354.76	16,384.00	26.58%
6795	Reserve for Contingencies	0.00	0.00	96,910.00	0.00%
	Expenses	\$3,582.34	\$9,004.38	\$156,440.00	
	Revenue Less Expenditures	(\$3,283.27)	(\$8,096.45)	\$0.00	
	Net Change in Fund Balance	(\$3,283.27)	(\$8,096.45)	\$0.00	
Fund Balances					
	Beginning Fund Balance	149,097.56	153,910.74	0.00	0.00%
	Net Change in Fund Balance	(3,283.27)	(8,096.45)	0.00	0.00%
	Ending Fund Balance	145,814.29	145,814.29	0.00	0.00%

Admin Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4952	Interest Income	77.23	234.47	0.00	0.00%
4921	Municipal Court Equip Assmt	44.00	172.00	900.00	19.11%
4980	Transfer In - Gen Fund	0.00	0.00	12,500.00	0.00%
4982	Transfer In - Sewer Fund	0.00	0.00	13,500.00	0.00%
4981	Transfer In - Water Fund	0.00	0.00	13,500.00	0.00%
	Revenue	\$121.23	\$406.47	\$40,400.00	
	Gross Profit	\$121.23	\$406.47	\$40,400.00	
Expenses					
6403	Copy/Postal/Computing	0.00	948.00	4,000.00	23.70%
6414	Software	0.00	2,810.76	5,000.00	56.22%
6408	Support Services	0.00	0.00	16,400.00	0.00%
6437	Water Billing Software	0.00	0.00	15,000.00	0.00%
	Expenses	\$0.00	\$3,758.76	\$40,400.00	
	Revenue Less Expenditures	\$121.23	(\$3,352.29)	\$0.00	
	Net Change in Fund Balance	\$121.23	(\$3,352.29)	\$0.00	
Fund Balances					
	Beginning Fund Balance	44,786.06	48,259.58	0.00	0.00%
	Net Change in Fund Balance	121.23	(3,352.29)	0.00	0.00%
	Ending Fund Balance	44,907.29	44,907.29	0.00	0.00%

Public Works Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	2,249.00	0.00%
4952	Interest Income	52.22	158.54	67.00	236.63%
4982	Transfer In - Sewer Fund	0.00	0.00	12,500.00	0.00%
4981	Transfer In - Water Fund	0.00	0.00	12,500.00	0.00%
	Revenue	\$52.22	\$158.54	\$27,316.00	
	Gross Profit	\$52.22	\$158.54	\$27,316.00	
Expenses					
6415	Lab/Office	0.00	0.00	10,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	12,826.00	0.00%
6433	Security Cameras	0.00	4,490.00	4,490.00	100.00%
	Expenses	\$0.00	\$4,490.00	\$27,316.00	
	Revenue Less Expenditures	\$52.22	(\$4,331.46)	\$0.00	
	Net Change in Fund Balance	\$52.22	(\$4,331.46)	\$0.00	
Fund Balances					
	Beginning Fund Balance	22,931.41	27,315.09	0.00	0.00%
	Net Change in Fund Balance	52.22	(4,331.46)	0.00	0.00%
	Ending Fund Balance	22,983.63	22,983.63	0.00	0.00%

Report Options

Fund: Public Works Reserve Fund
 Period: 9/1/2024 to 9/30/2024
 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

Park SDC
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	469,704.00	0.00%
4952	Interest Income	1,106.10	3,357.96	14,091.00	23.83%
4792	System Development Charges	7,038.00	31,130.00	94,800.00	32.84%
	Revenue	\$8,144.10	\$34,487.96	\$578,595.00	
	Gross Profit	\$8,144.10	\$34,487.96	\$578,595.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	478,595.00	0.00%
6741	System Improvements	0.00	0.00	100,000.00	0.00%
	Expenses	\$0.00	\$0.00	\$578,595.00	
	Revenue Less Expenditures	\$8,144.10	\$34,487.96	\$0.00	
	Net Change in Fund Balance	\$8,144.10	\$34,487.96	\$0.00	
Fund Balances					
	Beginning Fund Balance	585,766.58	559,422.72	0.00	0.00%
	Net Change in Fund Balance	8,144.10	34,487.96	0.00	0.00%
	Ending Fund Balance	593,910.68	593,910.68	0.00	0.00%

Park Equipment Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	6,604.00	0.00%
4952	Interest Income	27.34	83.00	198.00	41.92%
4984	Transfer in - Parks	0.00	0.00	7,500.00	0.00%
	Revenue	\$27.34	\$83.00	\$14,302.00	
	Gross Profit	\$27.34	\$83.00	\$14,302.00	
Expenses					
6420	Beulah Park Improvements	0.00	3,160.00	3,160.00	100.00%
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	8,142.00	0.00%
	Expenses	\$0.00	\$3,160.00	\$14,302.00	
	Revenue Less Expenditures	\$27.34	(\$3,077.00)	\$0.00	
	Net Change in Fund Balance	\$27.34	(\$3,077.00)	\$0.00	
Fund Balances					
	Beginning Fund Balance	11,379.52	14,483.86	0.00	0.00%
	Net Change in Fund Balance	27.34	(3,077.00)	0.00	0.00%
	Ending Fund Balance	11,406.86	11,406.86	0.00	0.00%

Stormwater
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4952	Interest Income	22.94	69.65	200.00	34.83%
4982	Transfer In - Sewer Fund	0.00	0.00	12,000.00	0.00%
	Revenue	\$22.94	\$69.65	\$12,200.00	
	Gross Profit	\$22.94	\$69.65	\$12,200.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	12,000.00	0.00%
	Expenses	\$0.00	\$0.00	\$12,000.00	
	Revenue Less Expenditures	\$22.94	\$69.65	\$200.00	
	Net Change in Fund Balance	\$22.94	\$69.65	\$200.00	
Fund Balances					
	Beginning Fund Balance	46.71	0.00	0.00	0.00%
	Net Change in Fund Balance	22.94	69.65	200.00	0.00%
	Ending Fund Balance	69.65	69.65	0.00	0.00%

Stormwater SDC Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	118,745.00	0.00%
4952	Interest Income	330.22	1,002.50	3,562.00	28.14%
4792	System Development Charges	5,868.00	21,516.00	50,430.00	42.67%
	Revenue	\$6,198.22	\$22,518.50	\$172,737.00	
	Gross Profit	\$6,198.22	\$22,518.50	\$172,737.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	172,737.00	0.00%
	Expenses	\$0.00	\$0.00	\$172,737.00	
	Revenue Less Expenditures	\$6,198.22	\$22,518.50	\$0.00	
	Net Change in Fund Balance	\$6,198.22	\$22,518.50	\$0.00	
Fund Balances					
	Beginning Fund Balance	178,068.93	161,748.65	0.00	0.00%
	Net Change in Fund Balance	6,198.22	22,518.50	0.00	0.00%
	Ending Fund Balance	184,267.15	184,267.15	0.00	0.00%

Police Vehicle Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	45,645.00	0.00%
4952	Interest Income	123.33	374.42	1,369.00	27.35%
4983	Transfer in -Police Reserve	0.00	0.00	13,000.00	0.00%
4926	Vehicle Replacement Assmt	220.00	850.00	4,500.00	18.89%
	Revenue	\$343.33	\$1,224.42	\$64,514.00	
	Gross Profit	\$343.33	\$1,224.42	\$64,514.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	64,514.00	0.00%
	Expenses	\$0.00	\$0.00	\$64,514.00	
	Revenue Less Expenditures	\$343.33	\$1,224.42	\$0.00	
	Net Change in Fund Balance	\$343.33	\$1,224.42	\$0.00	
Fund Balances					
	Beginning Fund Balance	66,269.22	65,388.13	0.00	0.00%
	Net Change in Fund Balance	343.33	1,224.42	0.00	0.00%
	Ending Fund Balance	66,612.55	66,612.55	0.00	0.00%

City Hall Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Sep 2024 Sep 2024 Actual	Year-To-Date Jul 2024 Sep 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	15,472.00	0.00%
4952	Interest Income	30.48	92.50	464.00	19.94%
	Revenue	\$30.48	\$92.50	\$15,936.00	
	Gross Profit	\$30.48	\$92.50	\$15,936.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	15,936.00	0.00%
	Expenses	\$0.00	\$0.00	\$15,936.00	
	Revenue Less Expenditures	\$30.48	\$92.50	\$0.00	
	Net Change in Fund Balance	\$30.48	\$92.50	\$0.00	
Fund Balances					
	Beginning Fund Balance	15,898.50	15,836.48	0.00	0.00%
	Net Change in Fund Balance	30.48	92.50	0.00	0.00%
	Ending Fund Balance	15,928.98	15,928.98	0.00	0.00%



MINUTES
City Council Meeting
Wednesday, September 11, 2024
6:30 P.M.

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m.

Roll Call

Present, In-Person: Mayor, Yvette Potter.

Councilors: Marci Jensen, Shea Corrigan, Tim Askey

Staff Present, In-Person: Shelle Reimer, City Administrator; Officer, Chris Livingston, Police Department; Kyle Adams, Public Works; Angie Fowler, City Recorder

2. PUBLIC COMMENT

Patty Pairan, 215 N Maple St.

Patty highlighted ongoing speeding issues on Hwy 47 with multiple incidents reported.

Ingrid Denman, 420 E 3rd St.

Ingrid raised concerns about contractors speeding on 3rd Street and the lack of water shortage notices.

3. CONSENT AGENDA

A. Financial Statement to Current

B. Minutes 8-14-24 Council Meeting

C. Minutes 3-13-24 Council Meeting

A MOTION TO APPROVE THE CONSENT AGENDA

ROLL CALL: Motion introduced by Marci Jensen and seconded by Shea Corrigan

Ayes (4): Potter, Corrigan, Askey, Jensen

Nays (0): None

The motion passed.



4. COMMITTEE REPORTS

A. Planning Commission

Ken Moore reported that the planning commission held a public hearing and approved a conditional use application for a preschool and held a public hearing for the recommendation of the lighting ordinance. He stated that he is here to answer any questions for the council regarding the ordinance.

B. Water Advisory Committee

Cathy Phillips the Water Advisory Chair was not available for the meeting, she did call to report that there were no decisions made during the meeting.

Patty Pairan spoke about what the committee discussed at their last meeting.

5. PRO TEM COUNCILOR APPLICATION/NOMINATIONS

Kim Kind applied for the Pro Tem Councilor position. There were no other applicants or nominations. The council reviewed her application, gave Mrs. Kind the floor to speak, and held a public comment period regarding the application.

A MOTION TO APPROVE KIM KIND AS THE CITY COUNCILOR PRO TEM

ROLL CALL: Motion introduced by Shea Corrigan and seconded by Tim Askey

Ayes (4): Potter, Corrigan, Askey, Jensen

Nays (0): None

The motion passed.

Mayor Potter welcomed Kim Kind as the city councilor pro tem. She stated that we would hold the oath of office at the next city council meeting, and she could start immediately following the oath.

ORDINANCE PUBLIC HEARING (First Reading)

It was clarified that notice for this Ordinance was posted for the public in advance of 10 days prior to this reading. Per the municipal code, an ordinance may be passed in one reading if it is posted in this fashion and results in a unanimous vote. If the vote is not unanimous, it would need to be read in a second hearing and passed with a majority vote.

A. O-544 Exterior Lighting Regulations Commercial, Nonresidential (First Reading)

The mayor read the title of the proposed ordinance and the nature of the application from the planning commission hearing. She asked Ken Moore to speak about the reasoning behind the

City Council Meeting

September 11, 2024

6:30 pm



ordinance.

Mr. Moore stated that there was concern over development and business lighting being intrusive and annoying. The planning commission asked the city planner to investigate different ordinances regarding this. The city planner brought back some ordinances from small cities like ours.

There were a few reasons including light pollution, animal patterns, being able to see the stars, but mostly it was for light to not be intrusive. He noted that the commission was considering residential as well, but this made it more complicated, so they removed that portion of the ordinance and moved ahead with the nonresidential.

After discussion regarding reasoning and the different areas affected by the ordinance, they opened public comment.

Patty Pairan, 215 N Maple St.

Patty stated her concern would be in delaying the ordinance because this new lighting ordinance will affect what they end up doing.

Ingrid Denman, 420 E 3rd St.

Ingrid stated that she does not think the lights in the park should be dimmed at night due to the activity at night. She was asked if the lights affect her, as she lives across the street from the park. She said, “no.”

Robert Davis, 212 N Maple St.

Robert talked about light being intrusive and the ducks flying North and South. He also talked about businesses that have lots of light. He feels it is needs to be done immediately and changed if later there is reason or complaints.

Steve Featherston,

Steve stated that the government should have limited involvement. All though, he understands that there needs to be some restrictions. He stated that if someone owns a property, they should be able to do what they want with it. And he doesn't believe that too many ducks are getting lost. He encouraged neighbors communicating if there are grievances regarding light trespass.

He went on to state that his experience as an officer and a security guard gave him understanding of the significance of lighting from a security standpoint.

The mayor invited Chairperson Moore to address the concerns brought up in public comment. The researched several other cities that have passed this ordinance, and it led them to be interested. There are a number of ways that we are behind, the city is behind, and we are doing



catch up.

He stated that he did a quick search to show that migration patterns in Oregon. Exhaustion, physiological and psychological affects, sleep patterns, etc.

There is a provision for security lighting on page 11. He went on to explain light trespass and that it requires lights to be shielded.

Councilor Corrigan discussed the option to pass it and make changes if necessary if issues arise down the line.

The mayor noted that there are exemptions in the ordinance, and the ordinance is thorough in addressing a lot of issues that may arise.

Councilor Askey stated that he appreciated Steve's comments and that he does not want to change the city into an HOA. But as this ordinance is geared toward the nonresidential, it falls more in the lines of the Central Business District Overlay and is more about having the ability to hold the builders to a standard of "keeping the town Yamhill." so main street does not develop into the "Vegas strip."

Councilor Jensen would like the city to be able to work with businesses to help spread out the costs by allowing more time to conform with the new ordinance if we are seeing progress.

A MOTION TO APPROVE ORDINANCE 544 EXTERIOR LIGHTING REGULATION COMMERCIAL AND NON-RESIDENTIAL.

ROLL CALL: Motion introduced by Shea Corrigan and seconded by Tim Askey

Ayes (3): Corrigan, Askey, Jensen

Nays (1): Mayor Potter

The vote was not unanimous, and the ordinance will have a second reading on October 9th.

6. UNFINISHED BUSINESS

A. R-827 A Resolution Establishing the Economic Development Committee

This resolution is to establish the Economic Development Committee by resolution and to make the EDC a subcommittee of the council rather than reporting to the planning commission.

A MOTION TO APPROVE RESOLUTION R-827 A RESOLUTION ESTABLISHING THE ECONOMIC DEVELOPMENT COMMITTEE



ROLL CALL: Motion introduced by Shea Corrigan and seconded by Tim Askey
Ayes (4): Potter, Corrigan, Askey, Jensen
Nays (0): None

The motion passed.

B. R-828 A Resolution Authorizing the EDC to Conduct Research on Designating the City of Yamhill CBD as a Historic District.

The City Administrator stated that this resolution was more of a housekeeping item, as it was brought up previously but was not put into resolution.

Mayor Potter read the first paragraph of the resolution for the record.

“The City of Yamhill, Oregon is currently on the National Register of Historic Places including the John Marion Bunn House, a turreted Victorian house in which Beverly Cleary spent the first six years of her life in the City of Yamhill Oregon; The Lee Laughlin House, a Victorian home which was the residence of Lee Laughlin located in the City of Yamhill Oregon.”

Planning Commission Chair, Ken Moore commented that he feels this is a little ambiguous as it is listing the central business district, he feels that it can be clarified to research individual buildings that can be declared historical.

Shelley stated her understanding of this was that this was giving authorization to the committee to research and investigate creating a historic district within the downtown business core.

Chairperson Moore went on to clarify that he was inquiring if this was to be for the entire district as a whole or if it was for individual buildings within the district.

Mayor Potter noted that it clarifies this later in the resolution stating, “whereas is the property owners and land owners, as well as high level architectural integrity, would be addressed for the district, and it talks about tasking the Economic Development Committee with locating historic buildings contributing to historic character, presenting Their findings to the city council for discussion of zoning and rezoning historic preservation.” Understood by her that they were going to go building the building and determine its historic value and how it relates.

Councilor Corrigan noted that it is just conducting research. So, this research determines and could change whether the entire CBD is included or not.

A MOTION TO APPROVE RESOLUTION R-828 A RESOLUTION AUTHORIZING THE CITY OF YAMHILL ECONOMIC DEVELOPMENT COMMITTEE TO



CONDUCT RESEARCH ON DESIGNATING THE CITY OF YAMHILL, CENTRAL BUSINESS DISTRICT AS A HISTORIC DISTRICT.

ROLL CALL: Motion introduced by Tim Askey and seconded by Marci Jensen

Ayes (4): Potter, Corrigan, Askey, Jensen

Nays (0): None

The motion passed.

C. R-829 A RESOLUTION UPDATING THE WATER ADVISORY PREVIOUS RESOLUTION LANGUAGE

The previous resolution listed each person on the Water Advisory Committee's name in it. This updated the language to include positions rather than individual names so that the resolution does not have to be updated every time the membership changes.

A MOTION TO APPROVE R-829 A RESOLUTION UPDATING THE WATER ADVISORY COMMITTEE, PREVIOUS RESOLUTION LANGUAGE

ROLL CALL: Motion introduced by Shea Corrigan and seconded by Marci Jensen

Ayes (4): Potter, Corrigan, Askey, Jensen

Nays (0): None

The motion passed.

7. NEW BUSINESS

A. Parks Master Plan Proposal – Discussion

Shelley Reimer, City Administrator gave the council a rundown on some information regarding the Parks Master Plan and a meeting she had with Jason Wofford, Philip Higgins, and Greenworks (a landscape architecture firm). Greenworks submitted a proposal to update Jane Heinrich's Park. The plan included adding a softball field, expanding parking for RV parking and overnight visitors, and food truck parking. The proposal comes with a \$137K price. It is not within our budget, so we are not moving forward with it currently.

However, she wanted to discuss with the council the thoughts and process behind it to see if, even though they are not ready to complete it at this time, they could move forward with the research and plan update necessary to have this ready to be completed in the future.

The pros would be an update to our Parks Master Plan that is 100% SDC eligible. Additionally, it would create economic development opportunities, and the possibility of a softball field would



bring more people to Yamhill to invest in businesses. The cons would include that it's an initial plan concept only and does not include surveyors, civil engineers, structural engineers, electrical engineers, environmental scientists, or geotechnical engineers. It's also just the plans for developing the plans for the park. So, we'll have engineering fees and construction fees. And obviously, the other big issue is fields will need to be watered, and we don't have the water, so we would need to investigate that.

Because this is going to be a time-intensive project, we begin the process now. She asked for the council's feedback. We would need to get further proposals to compare bids.

All though there was a concern brought up regarding whether softball fields were the way to go with the park, the consensus from the council is that they felt the master plan update was warranted.

B. Yamhill County Transit – Update/Discussion

The City Administrator submitted the comments regarding the city bus stop signage and bus stop placement to Yamhill County Transit. They will be taking them into consideration.

8. DEPARTMENT REPORTS

A. City Administrator's Report

The City Administrator presented her PowerPoint presentation.

B. Police Department

1. Police Statistics Report

2. Police Staff Report

The reports were included in the packet. Officer Livingston had to leave the meeting on a call. However, Councilor Corrigan read the statistics report. He noted that this was due to the public comments regarding police at the beginning of the meeting stating that although someone may not see them outside of their house, these are real numbers and calls that the police are taking every month.

C. Public Works

Kyle Adams represented public works at the meeting and did not have anything additional to share beyond what was reported in the City Administrator's report.

9. COUNCIL REPORTS

A. Mayor's Report

City Council Meeting
September 11, 2024
6:30 pm



B. Council Reports

Councilor Askey reported on the Newsletter. He stated that the previous work done on the newsletter was accidentally deleted, delaying the project.

He also stated that he is having trouble with producing information to fill the page and asked if the council could brainstorm some ideas on what could be included.

10. INFORMATION/ANNOUNCEMENTS

A. City Hall will have Special Hours September 24th-26th while training on new utility billing software. Beginning October 1, Utility Billing will be in a new system.

11. ADJOURNMENT

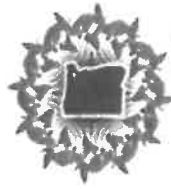
The meeting adjourned at 8:26 p.m.

Respectfully submitted,

Yvette Potter
Mayor, City of Yamhill

Attest:

Angie Fowler, Recorder



City of Yamhill

A small taste of Oregon

MEMO

TO: Yamhill City Council
FROM: Shelley Reimer, City Administrator
DATE: October 4, 2024
RE: Xylem Water Solutions Purchase

On September 12, 2024, Yamhill Public Works Manager, Jason Wofford, requested approval to purchase a Flygt Model Submersible Pump from Xylem Water Solutions USA, Inc. due to an emergency at our wastewater treatment plant that required an immediate purchase. The purchase price for this part was \$14,278, including delivery, making this an intermediate procurement. According to Yamhill's Purchasing Policy Manual, goods between \$10,000 and \$150,000 are intermediate procurements, which require only informal written solicitation. (Section VI, B, p. 14).

Xylem Water Solutions provides our existing supplies at the plant and this part was required to replace a broken part on their system in our plant, making this a sole source provider. (Section VIII A,1a) Sole source providers may be used to ensure the efficient use of existing goods and require the acquisition of compatible goods that are available from only one source. I determined this was the case since it required a replacement part from the one and only provider of our system.

Additionally, I deemed this to be an emergency procurement because it was "necessary to prevent substantial damage to city property" (Section VIII, D, p. 22). This allows me to execute the contract without competitive selection or city council approval. However, it does require me to document the nature of the emergency, the method used for selection of this contractor and the reason why the selection method was deemed to be in the best interest of the city and public. It also requires me to notify the city council of the facts and circumstances surrounding this emergency execution. This memo serves as the required documentation.

Xylem Water Solutions U.S.A., Inc.

9625 SW TUALATIN-SHERWOOD
TUALATIN, OR 97062
Tel.(503)240-1980 Fax:(503)240-3445

REMIT TO

**26717 Network Place
Chicago, IL 60673-1267**

INVOICE			YOUR PURCHASE ORDER 3153.095	
INVOICE NO. 3556D42236	FUS NO. E88402	DATE SHIPPED 9/18/24	DELIVERY NOTE J51714	
INVOICE DATE 9/18/24	TRN A3	WHS 115	PAYMENT TERMS 100% N30 FROM INVOICE	

Sold To:

Customer No.	211341
Global No.	5244545

Ship To:

City of Yamhill

PO BOX 9

YAMHILL

OR 97148-0009

**PUBLIC WORKS YAMHILL
SHELLEY REIMER 503-662-3511
450 S MAPLE ST
YAMHILL OR 97148**

FREIGHT TERMS		DELIVERY TERMS		ORDER PROCESSED BY	
Jobsite		PP/Add Order Positio		FLYGT-PORTLAND, OR BRANCH	
SHIP VIA		ORDER TEXT		CUSTOMER TEXT	
CONWAY CENTRAL EXPRESS		24-03		Dymond Towns	
LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	Quote# 2024-POR-0292 SHELLEY REIMER 503-662-3511 s.reimer@cityofyamhill.org				
001	0031530950005 NP462-4 20/460/3 50' FM FLS FV S/N:2440007 D/N J51714	1 EA		13,128.000	13,128.00
002	1400000699830N SHIPPING AND HANDLING-NO TAX	1 EA		1,150.000	1,150.00
	SUB-TOTAL OF POSITIONS				14,278.00
	S & H CHARGED AS LINE ITEM				
	TOTAL WEIGHT 463.000 LBS				
	NET AMOUNT BEFORE TAXES USD				14,278.00
DISPATCH INFO: 576327636					
					ORDER TOTAL USD
					14,278.00

IMPORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly assented to in writing. Terms are accessible at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx>. Please contact Xylem at the number listed on this invoice within 72 hours should you have any issues or concerns pertaining to this invoice.

PURCHASE ORDER

CITY OF YAMHILL
P.O. Box 9
Yamhill, OR 97148

Dept: Public Works
Phone No: 503-662-4344
Fax No: 503-662-4020

Shipping Address: City of Yamhill
405 S Maple
Yamhill, Oregon 97148

Vender Information	Purchasing Information
To:	Purchase Order No: 24-03
Company: Xylem Water Solutions USA, Inc.	Purchasing Agent: Jason Wofford
Location: 9625 SW Tualatin Sherwood Road Tualatin, Oregon 97062	Date Ordered: 17-Sep-24
Phone No:	Date Wanted: 9/17/2024
Fax No:	Accounting Info:

Items being purchased:					
Quantity	Stock No.	Description	Price	Per	Amount
1		1 night model NP-5155-0925-4 volute Submersible Pump Submersible Pump	\$13,128.00		\$13,128.00
		Shipping	\$1,150.00		\$1,150.00

Shipping & Handling	
Order confirmation number:	Quote/Order Number or Name:
Comments: Due to Pump Failure in the Waste Water Treatment Plant Influent Lift Station	
Please send _____ copies of your invoice. Purchase order number must appear on all invoices - packages, ect.	Purchase Order Total: \$14,278.00
ALL CONTACTS ROUTED THROUGH THE U.S. POSTAL SERVICE <u>MUST BE</u> ADDRESSED TO OUR POST OFFICE BOX.	

Purchasing Agent: City of Yamhill Public Works	Finance Officer: Kara Corrigan
Department Head: Jason Wofford <i>[Signature]</i>	Funds Encumbered: AP List:
Department Commissioner: <i>[Signature]</i>	Invoice Number: Check No: 32897
City Council Approval:	Revised: Closed:



Yamhill Code Updates Citizen Advisory Committee (CAC) Meeting #1

Wednesday, September 18 – 6-7:30pm

Meeting Summary

Attendees

Staff and Consultants

Kyle Adams, Yamhill Public Works

Shelley Reimer, City of Yamhill

Walt Wendolowski, City of Yamhill

Steve Faust, 3J Consulting

Journie Gering, 3J Consulting

Melissa Ahrens, DLCD

Community Members

Shea Corrigan

JaJetta Dumdi

Pat Fitzgerald

Gioia Goodrum

Philip Higgins

Mary Landauer

Jenny Morrison

Ben Van Dyke

Project Overview

Walt Wendolowski provided background information the impetus for this project. It began with the Planning Commission looking into the feasibility of an urban growth boundary amendment, which led to pursuing grants to assess the city's recent and future housing and economic growth. The Economic Development Committee secured two grants from the Department of Land Conservation and Development (DLCD). The first, from the technical assistance fund, focuses on updating the Central Business District (CBD) code to align with the city's economic vision and state regulations. This update will streamline development, resolve conflicting language, and improve downtown livability and walkability. The second grant, from the housing planning assistance fund, aims to boost housing production, affordability, and choice while complying with HB 3395. This includes introducing new housing types and clear standards. A Buildable Land Inventory (BLI) will also identify suitable residential land in Yamhill.

Citizen Advisory Committee (CAC) members shared their priorities for the residential and CBD code updates. For the residential code, they emphasized the need for creative, attractive housing that fits the city's character, with interest in cottage cluster housing. They also highlighted the importance of expanding water, wastewater, emergency services, and school infrastructure to support a growing community. Affordable housing, especially for younger families, and the accompanying BLI were key issues.

For the CBD code update, CAC members focused on utilizing commercial lands, encouraging investment to reduce vacancies, and expanding the CBD boundaries, particularly along Highway 47 (past Azaela Street to the north). They suggested creating a mixed-use zone for residential and commercial purposes, exploring light manufacturing to support local industries like wineries, and developing a vibrant, prideful

downtown with diverse local businesses. One member referenced the St. Paul's downtown as an example. Additionally, they discussed a potential historic district in downtown, improved design standards, and downtown beautification with enforceable codes. Local businesses that members wanted to see included a café, pet store, soap shop, and array of restaurants.

Scope and Schedule

Draft code audits and concepts for the residential and CBD codes are underway. Audit findings and proposed code update concepts will be presented to the CAC at the next meeting in October. A public meeting will then follow in November, giving the public an opportunity to review and comment on the code concepts. An audit of the comprehensive plan and its policies will accompany this work. Once feedback is gathered on these products, draft updates to the code language and comprehensive plan language will follow and be reviewed by the CAC. The final code and comprehensive plan updates will be presented to the Planning Commission and City Council and is expected to be finalized in May 2025.

Public Engagement Plan

Public engagement activities for this project include the CAC, one public meeting, at least one city-led and consultant-supported engagement activity, and Planning Commission and City Council meetings. The CAC included suggestions of locations or activities for city-led outreach. These suggestions included:

- Christmas tree lighting
- Trunk or Treat – could promote the public meeting and provide project info
- Sporting events at the high school
- Information distribution through water bills or through the school district
- Information distribution through community Facebook groups
- Contacting the rural water districts
- Contacting people through the community phone list
- Creation of a webpage on the city's website

The CAC decided that the most impactful outreach activity will be to distribute flyers at the Trunk or Treat event. The flyers will provide basic project information, including a link or QR code for the project website, and invite people to attend the November public meeting.

CAC members were asked to then review the stakeholders list and include any stakeholders who were missing. Some noted that they would send this information to city staff after the meeting.

Buildable Land Inventory

A buildable land inventory is first created by evaluating the land supply, then removing constraints and unsuitable lands. It was noted that all zones, except for light industrial, allow for residential uses. All single-family sites that are more than ½ acre have the potential for more residential development. A member noted that in the area where construction has begun to the southeast, that six houses have been hooked up to city utilities. Roads and other infrastructure had also been constructed.

The large vacant parcel to the northwest is currently a field with a hazelnut orchard located to the north of it. The large vacant parcel to the southwest is currently constrained by flooding. Sections of these areas may be owned by the city and have city-owned roads running through it. This parcel needs further analysis and investigation to occur. The triangle parcel to the south along Highway 47 may also be difficult to build upon.

The CAC will be sent the PowerPoint and a pdf of the BLI to mark up any further inaccuracies. The CAC was interested in the opportunity for housing on church-owned parcels and requirements, specifically highlighting the LDS church to the north. The current total of buildable land is 35 acres. In order to determine land needed 20 years in the future, PSU population projections are assessed. Indicators like income, densities, allowed uses, and current zoning help to find the acreage need.

A discussion occurred about compliance logistics once the code is updated to better enforce noncomplying uses, such as residential occupancies in commercial zones. A streamlined process with clear and objective criteria will assist increased compliance.

Next Steps

Next steps include CAC review and comment on the stakeholders list and draft BLI. The CAC will send their comments and markups to Shelley, who will share them in bulk to 3J Staff. The next CAC meeting will occur in the middle or end of October. 3J Staff will prepare webpage content and an information postcard to notify the public at the Trick or Trunk event. The public meeting is expected to be in November.



Citizen Advisory Committee Meeting #1

September 18th, 6:00pm – 7:30pm



Agenda

- Welcome & Introductions
- Project Overview
 - Community priorities discussion
- Scope and Schedule
- Public Engagement Plan
- Buildable Land Inventory
- Next Steps

Project Overview

Project Overview

- DLCD Grant Funding
- Code Update – Central Business District (CBD)
 - Align land use regulations with economic vision for CBD
 - Comply with applicable state rules and statutes
- Code Update – Residential
 - Facilitate housing production, affordability, and choice
 - Comply with applicable state rules and statutes
- Buildable Land Inventory
 - Identify vacant and redevelopable lands for residential development

Project Objectives

- Code Update – Central Business District (CBD)
 - Eliminate conflicting language
 - Create clear and objective guidelines for development within the CBD
 - Reduce subjectivity and streamline the review process
 - Provide potential for new housing opportunities
 - Enhance livability and walkability of the downtown core
- Specific issues include:
 - Central Business District (CBD) boundaries
 - Types of uses allowed and encouraged
 - Design requirements
 - Parking requirements

Project Objectives

- Code Update – Residential
 - Introduce new housing types to the code
 - Comply with HB 3395 (middle housing)
 - Incorporate clear and objective standards
 - Streamline the process of development review for housing projects

Discussion

Scope and Schedule

Scope of Work

- Buildable Land Inventory (Residential)
- Code Audit and Concepts
 - Central Business District
 - Residential
- Comprehensive Plan Audit and Policies
 - Central Business District
 - Residential
- Draft Code and Comprehensive Plan Updates
- Final Code and Comprehensive Plan Updates
 - Joint work session
 - Planning Commission and City Council Hearings

2024

2025

Summer

Fall

Winter

Spring

Comprehensive Plan and Code Audits

- Code concepts and policies for CBD
- Code concepts and policies for residential

Draft Comp Plan & Dev Code Amendments

Final Comp Plan & Dev Code Amendments

Buildable Lands Inventory (BLI)

Community Meeting #1

CAC Meeting #1

CAC Meeting #2

CAC Meeting #3

Planning Commission & City Council Work Session and Hearings

Public Engagement Plan

Public Engagement Activities

Citizen Advisory Committee

**City-led Engagement
Activity or Activities**

Public Meeting

**Planning Commission and
City Council meetings**

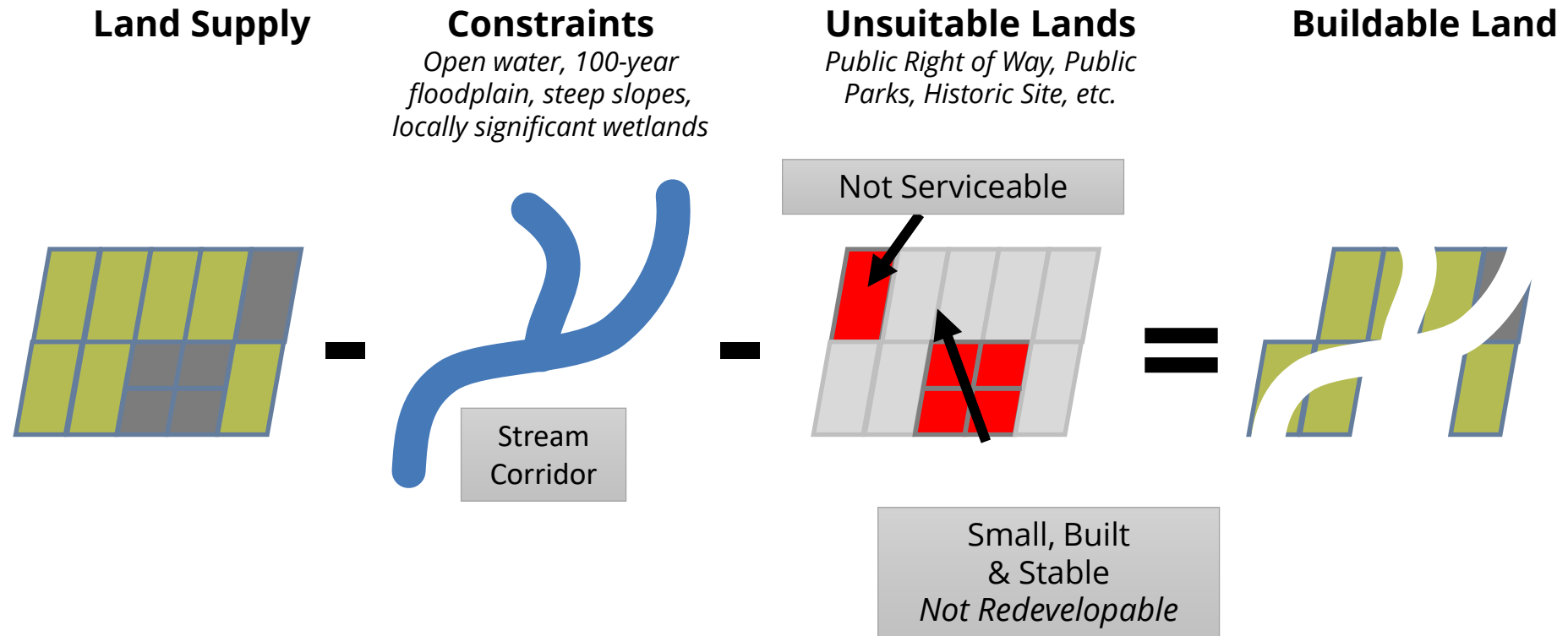
Stakeholders

Interests	Specific Organizations/Groups to Engage
County, Regional, and State Agencies	Yamhill County Mid-Willamette Valley Council of Governments Department of Land Conservation and Development Oregon Department of Transportation
Developers	Berkshire Hathaway HomeServices
Elected and Appointed Officials	City Council Planning Commission
Industry and business (large/medium/small)	Yamhill Downtown Association Economic Development Committee Central Business District (CBD) Businesses/property owners
Non-native English speakers	Unidos Bridging Community
Public safety	Yamhill Fire Protection District Yamhill Police Department
Schools	Yamhill-Carlton High School Yamhill-Carlton Intermediate School
Seniors	Family Resource Home Care Northwest Senior and Adult Disability Services Yamhill County Vulnerable & Older Adult Services
Service nonprofits	Yamhill Carlton Together Cares (YCTC) Yamhill Community Action Partnership (YCAP)
Transportation	Yamhill County Transit
Utilities	Yamhill Public Works

Discussion

Buildable Land Inventory

Process



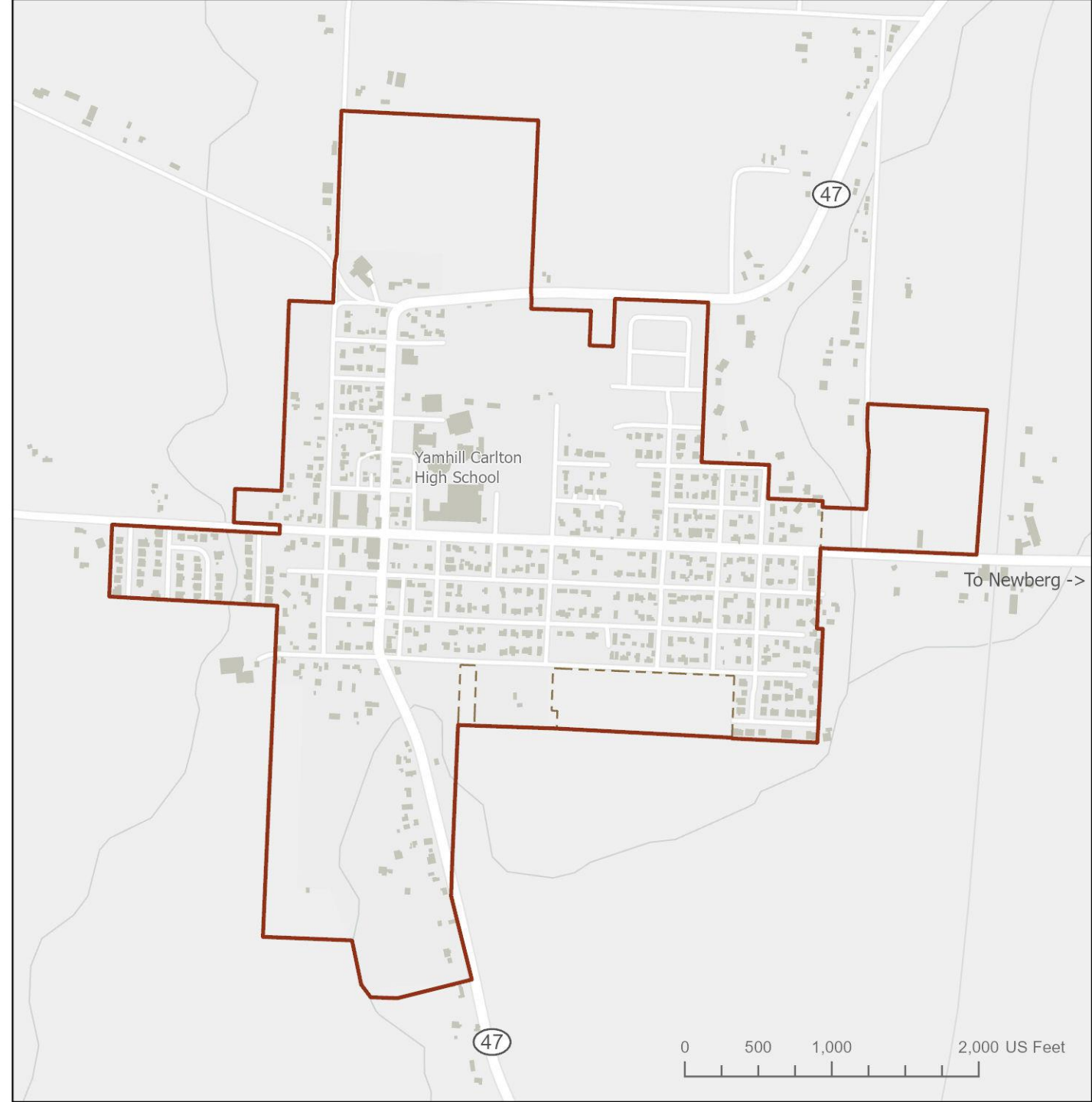
Settlement Pattern

Previous Boundaries

City of Yamhill has a population of about 1,150 people according to the 2020 Census.

City limits and UGB were updated according to information provided by the City and the online zoning map.

-  Urban Growth Boundary
-  City of Yamhill
-  Building Footprint

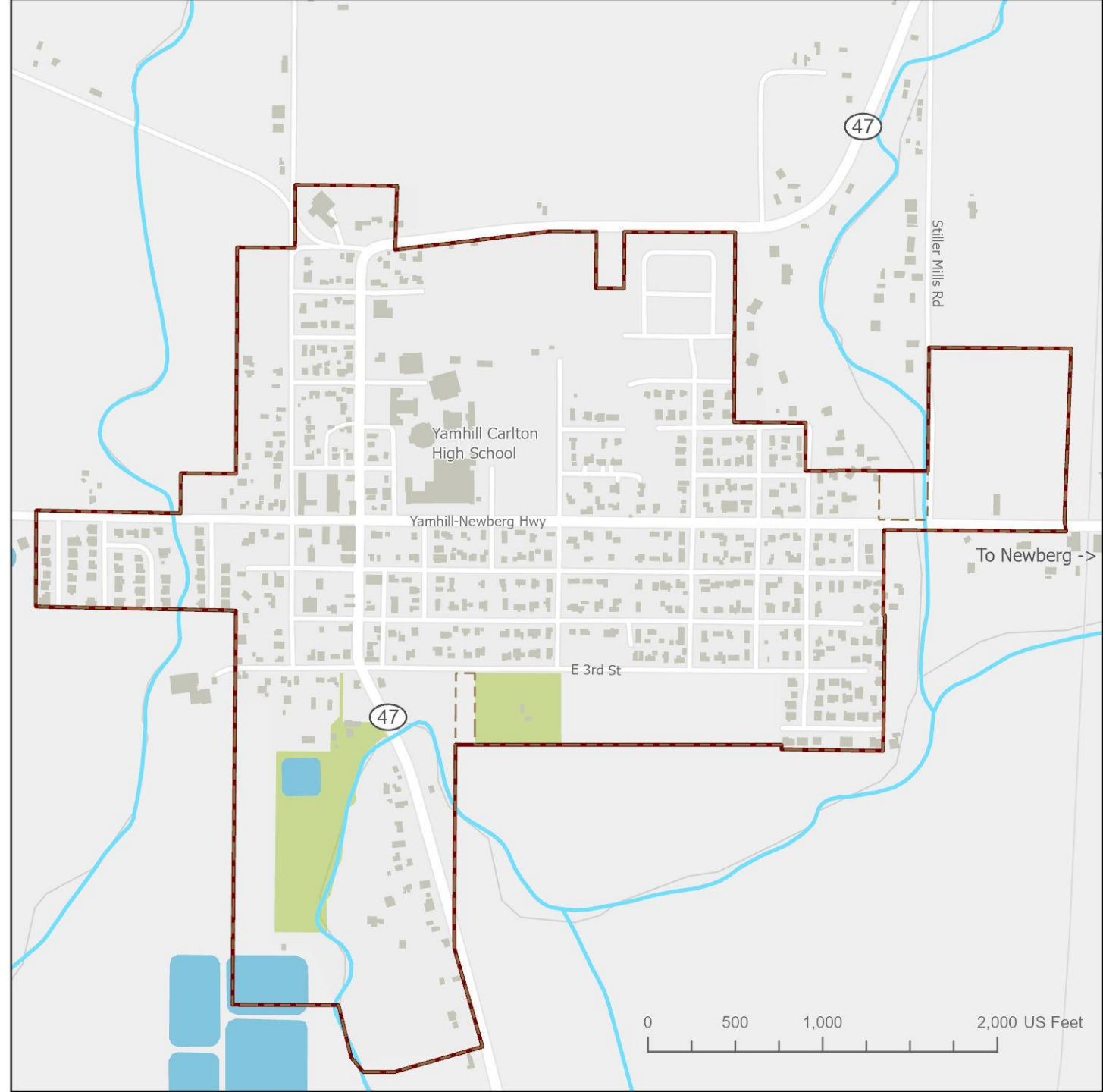


Settlement Pattern

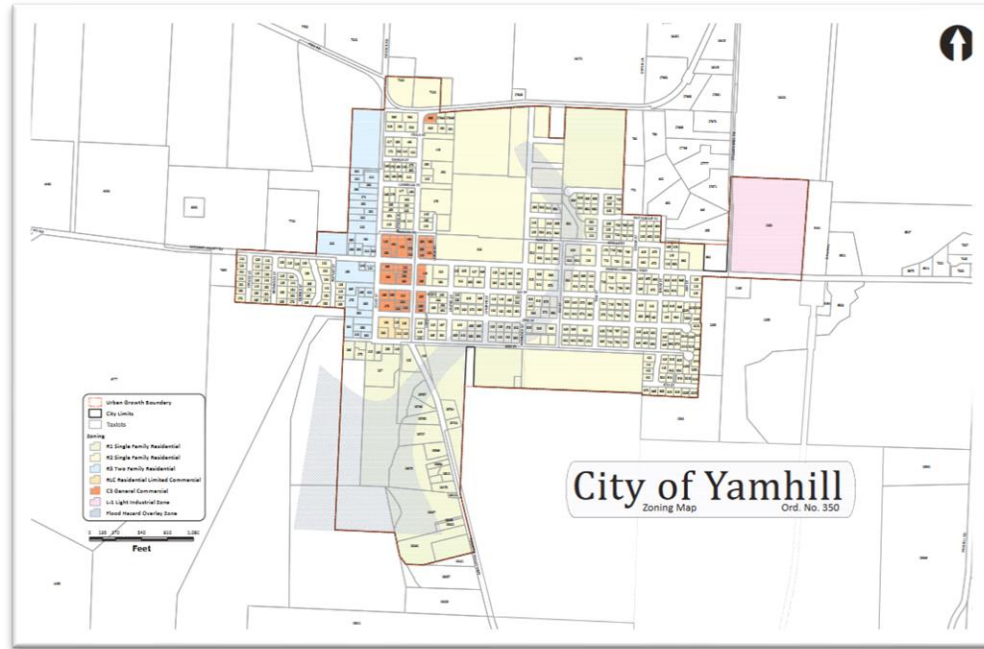
Updated Boundaries

City of Yamhill has a population of about 1,150 people according to the 2020 Census.

-  City of Yamhill
-  Urban Growth Boundary
-  Stream (County)
-  Building Footprint
-  Parks (County)
-  Open Water (County)

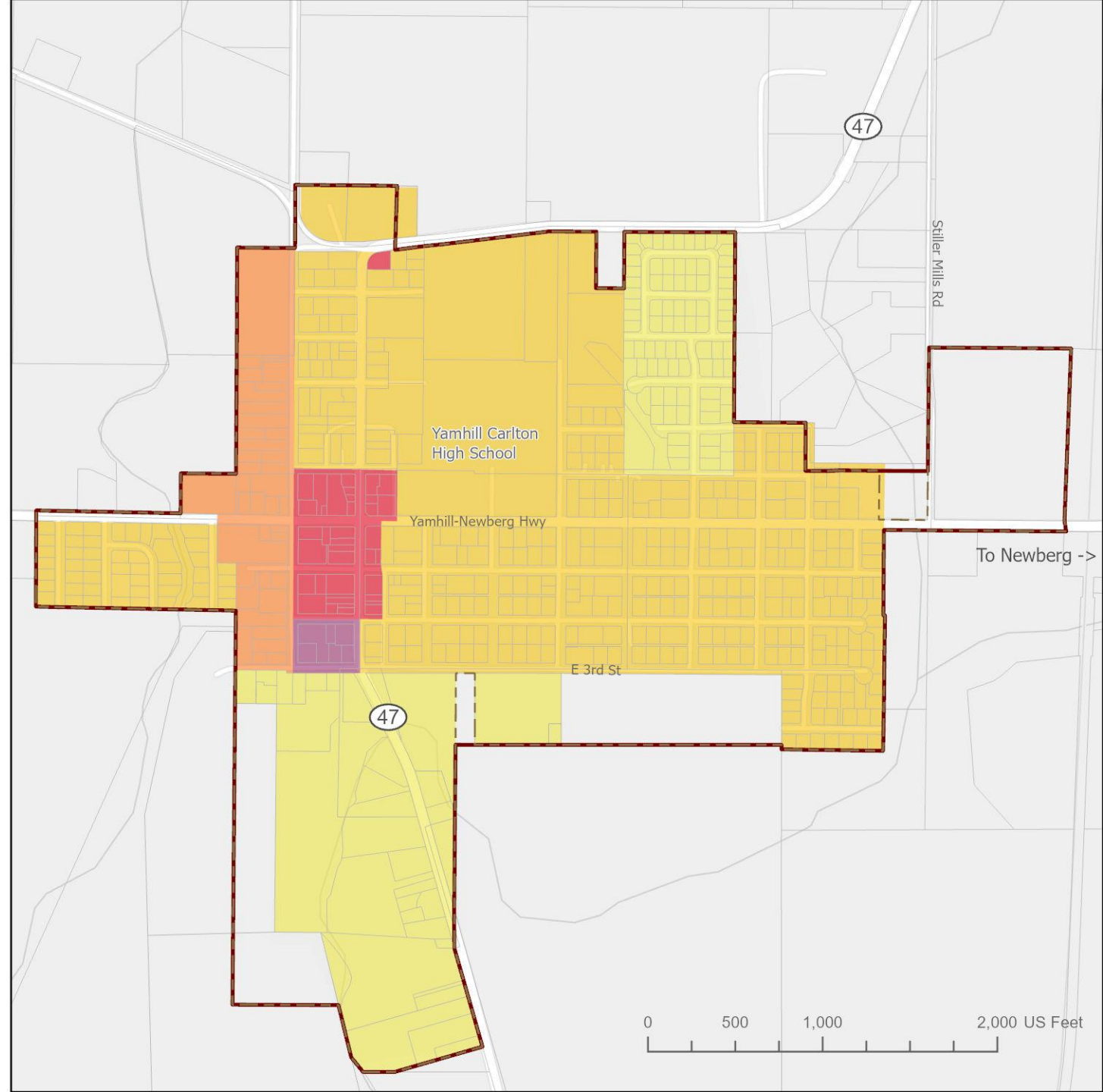


Zoning - City



Online zoning map

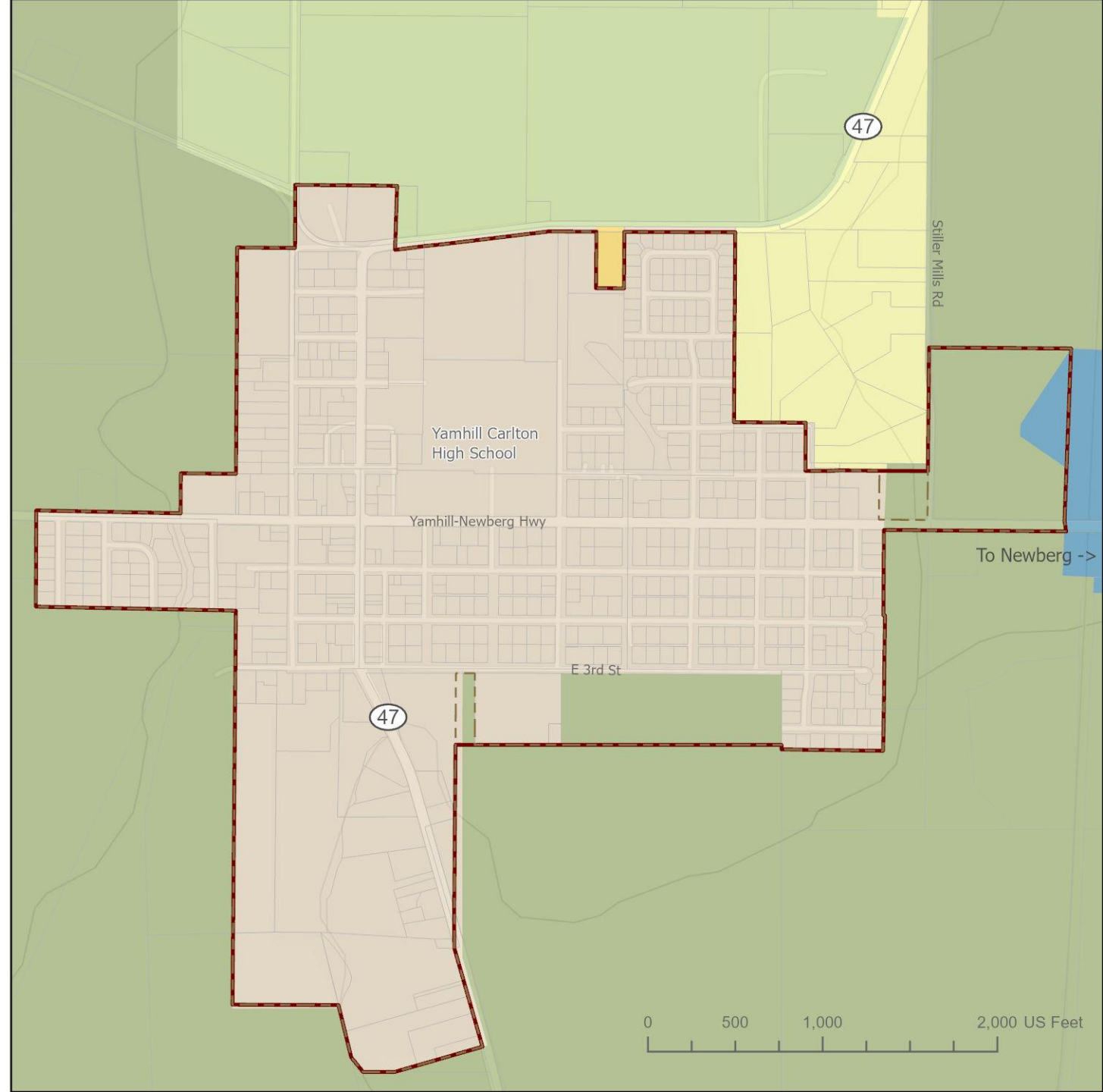
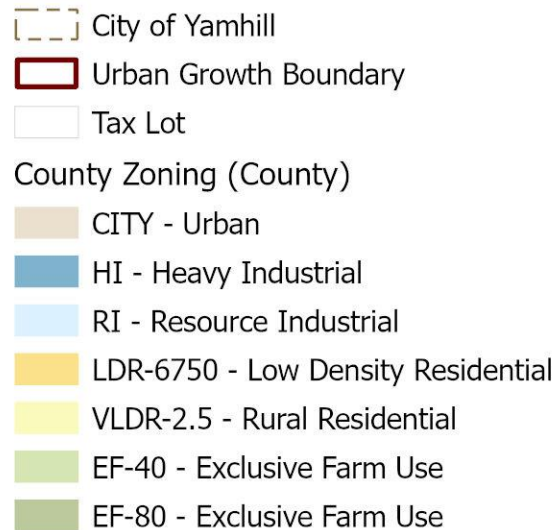
- City of Yamhill
- Urban Growth Boundary
- Tax Lot
- City Zoning (DLCD)**
- C3 - General Commercial
- RLC - Residential Limited Commercial
- R3 - Two Family Residential Zone
- R2 - Single Family Residential
- R1 - Single Family Residential



Zoning - County

Three areas within Yamhill's UGB have County zone designations:

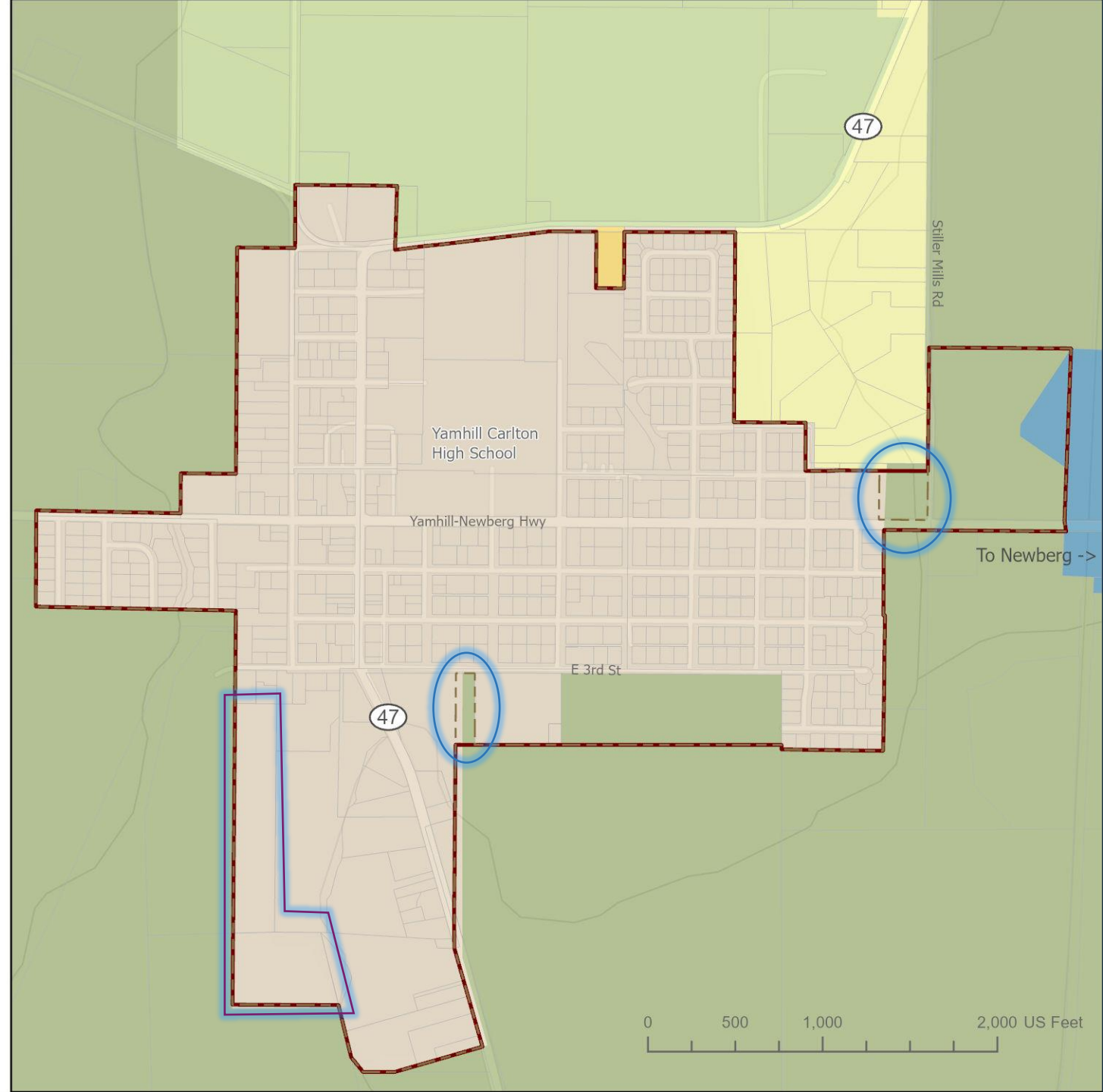
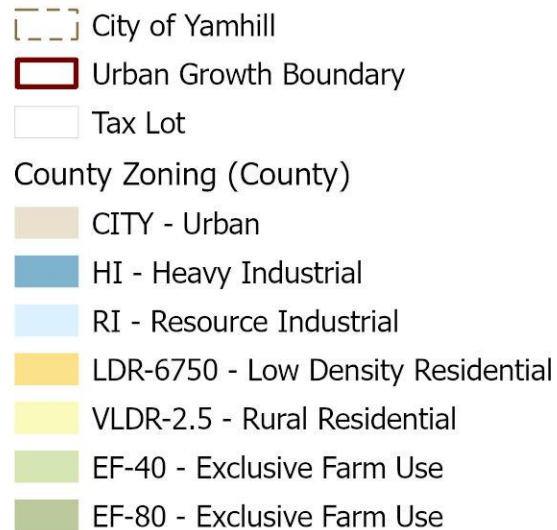
- Urban (1)
- EF-80 (2)



Zoning - County

Three areas within Yamhill's UGB have County zone designations:

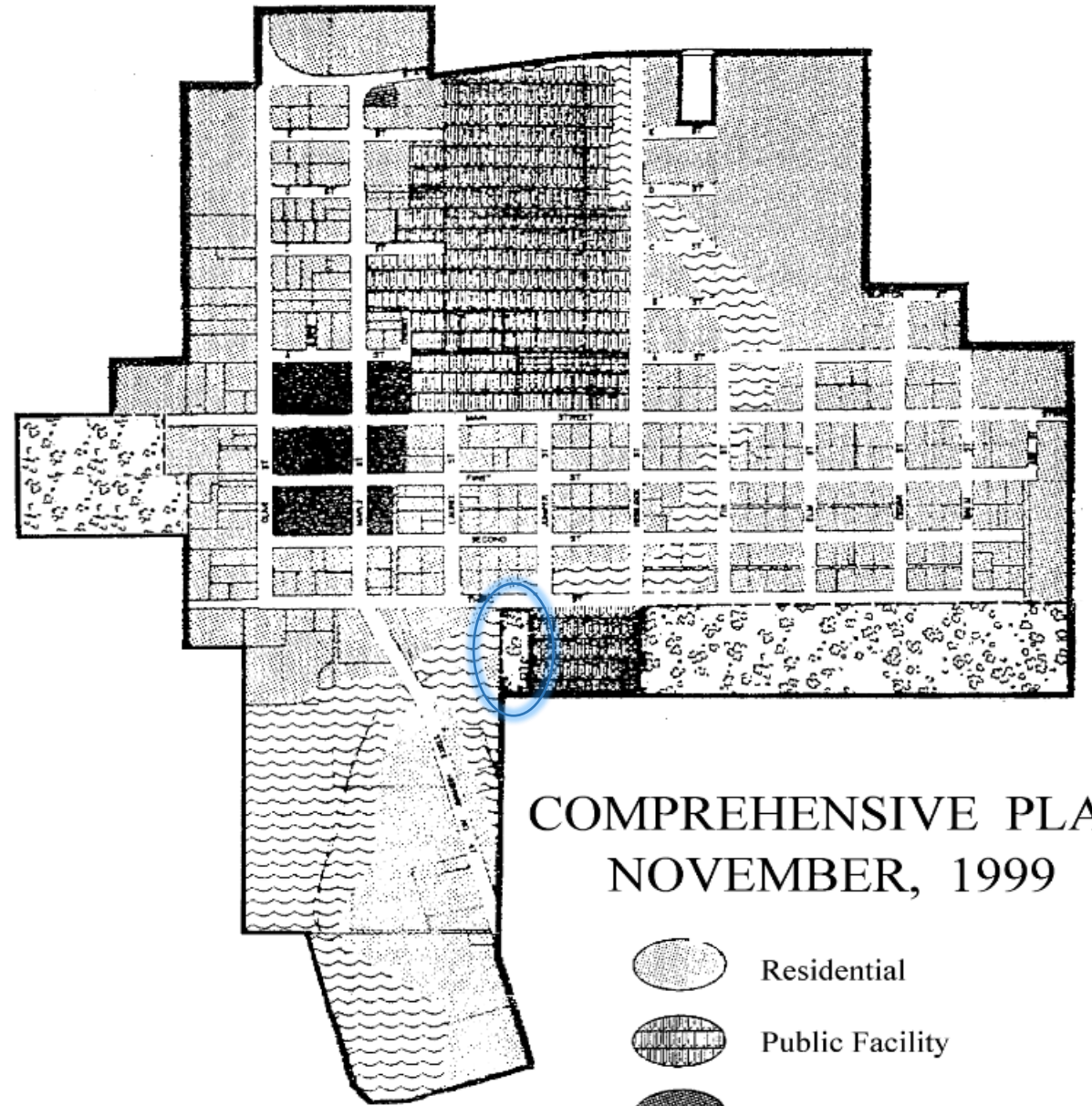
- Urban (2 parcels in one area)
- EF-80 (2 separate parcels)



Comprehensive Plan

The Comprehensive Plan is used for guidance.

For example, the highlighted parcel is shown as Future Residential.













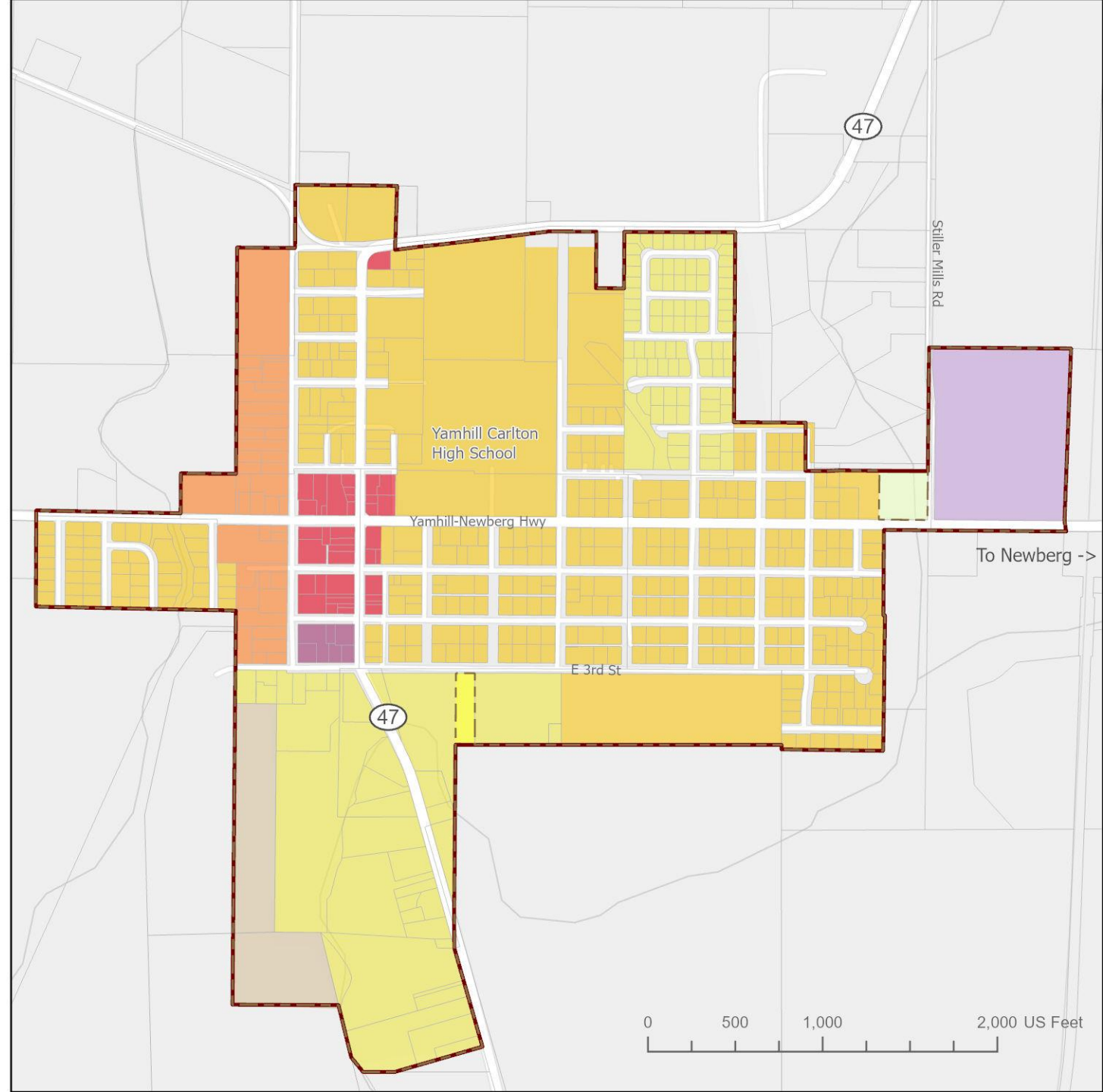
COMPREHENSIVE PLAN
NOVEMBER, 1999

-  Residential
-  Public Facility
-  Commercial
-  Flood Plain
-  Future Residential

Assigned Categories

The BLI uses a combination of zoning, comprehensive plan designations, and City guidance.

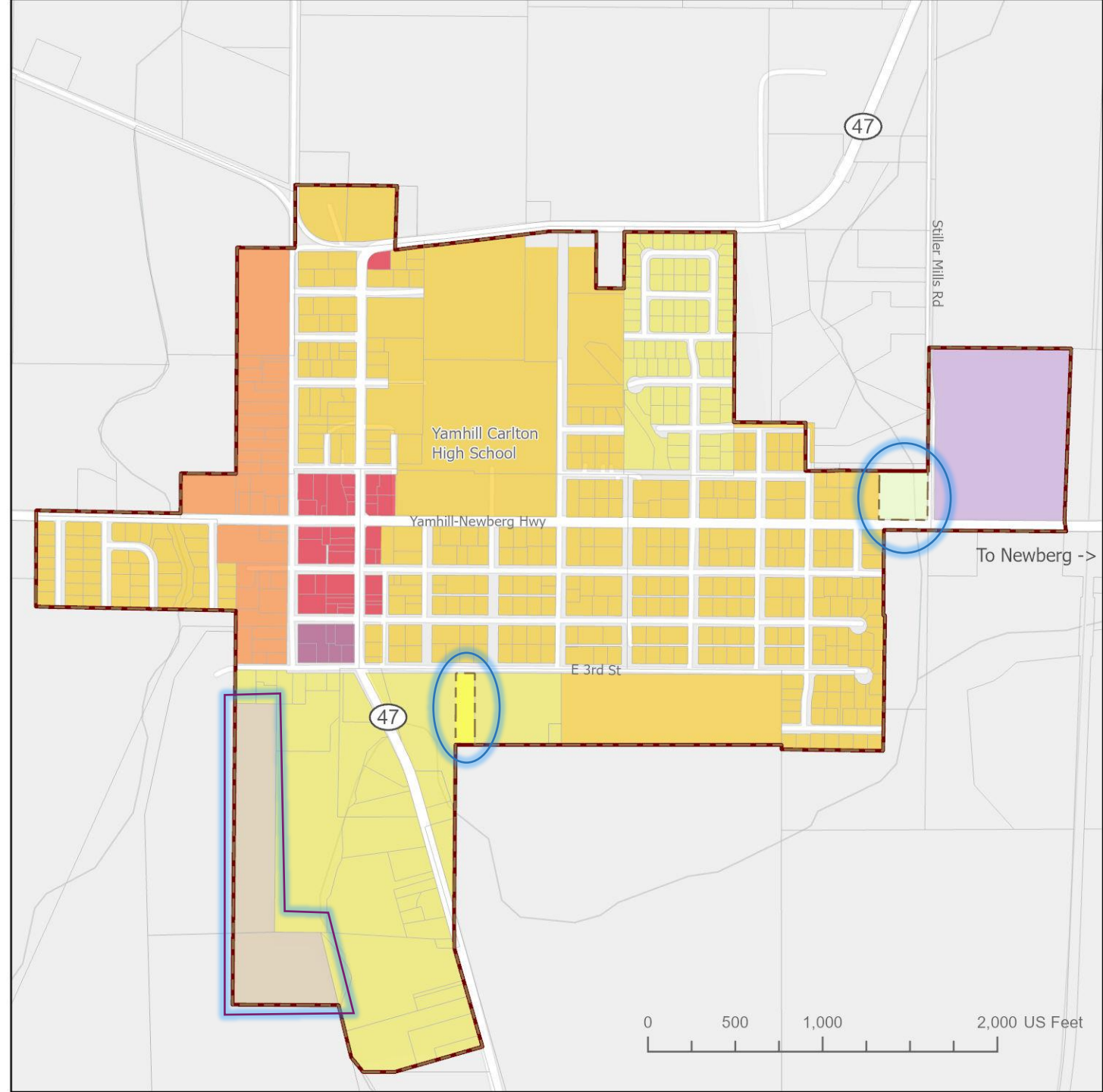
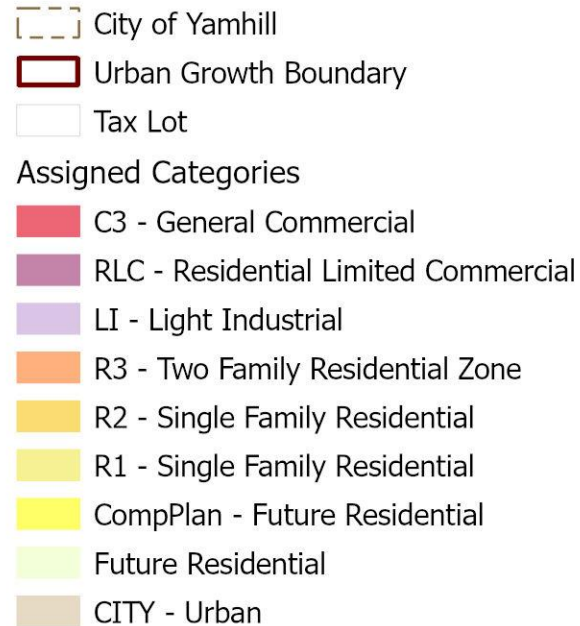
-  City of Yamhill
-  Urban Growth Boundary
-  Tax Lot
- Assigned Categories**
-  C3 - General Commercial
-  RLC - Residential Limited Commercial
-  LI - Light Industrial
-  R3 - Two Family Residential Zone
-  R2 - Single Family Residential
-  R1 - Single Family Residential
-  CompPlan - Future Residential
-  Future Residential
-  CITY - Urban



Assigned Categories

From west to east, the highlighted parcels were assigned the following zones:

- Urban
- Future Residential
- Future Residential



Buildable Land Zones

- All zones except Light Industrial allow for residential development
- Several factors will need to be reviewed before the BLI is finalized:
 - Urban growth boundary and city limits
 - The Municipal Code includes the following overlay zones:
 - PFO Public Facilities Overlay Zone
 - FHO Flood Hazard Overlay Zone
 - LUO Limited Use Overlay Zone
 - A multi-family zone is included that is not depicted in GIS
 - The code misses the Light Industrial category



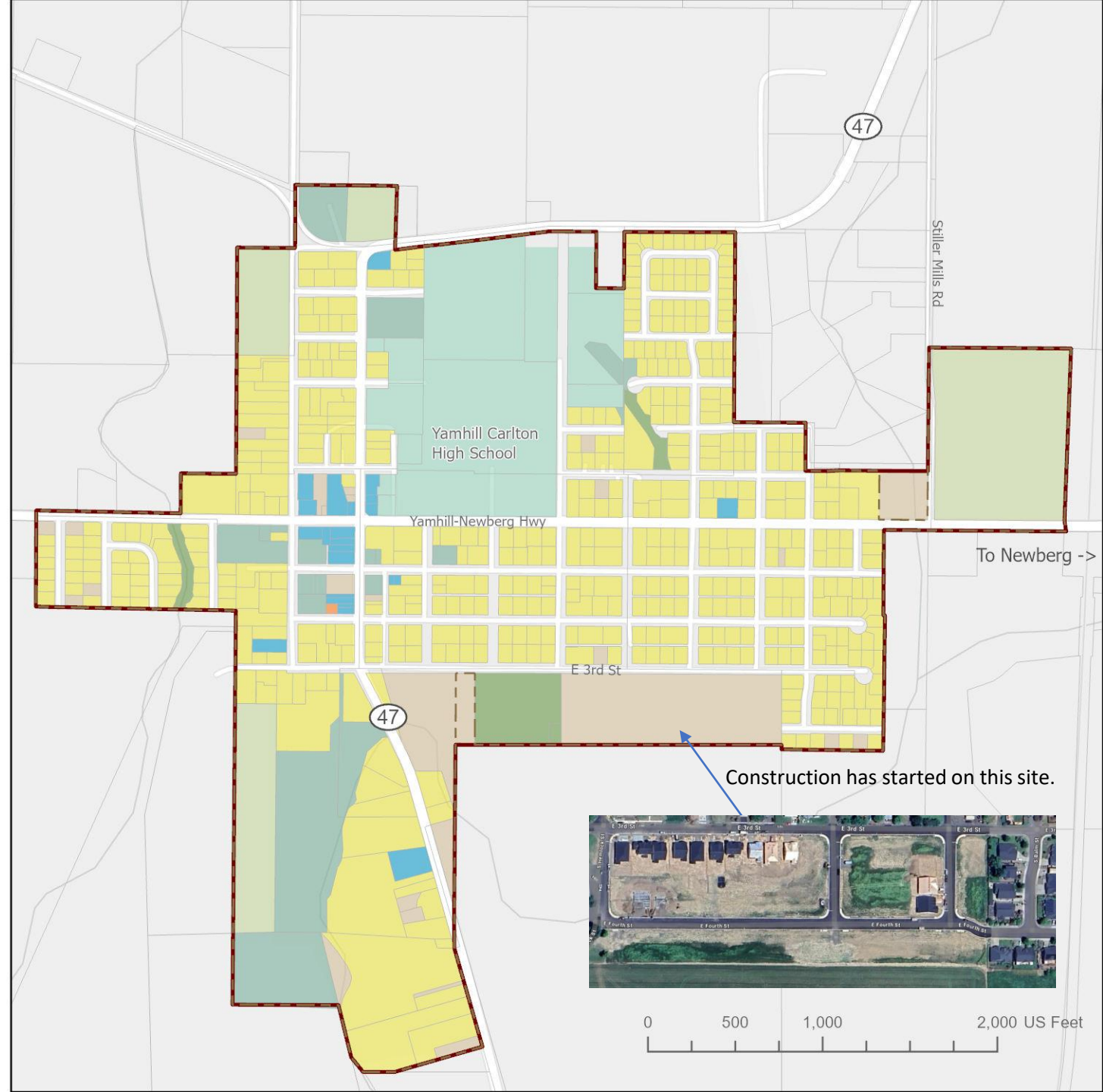
Online Zoning Map

Existing Land Use

Single family sites of more than ½ acre may have the potential for more residential development.

Larger sites in residential zones that are owned by churches may have potential for residential development.

Open space, public land, educational sites, roads, and utilities are assumed to be unbuildable.














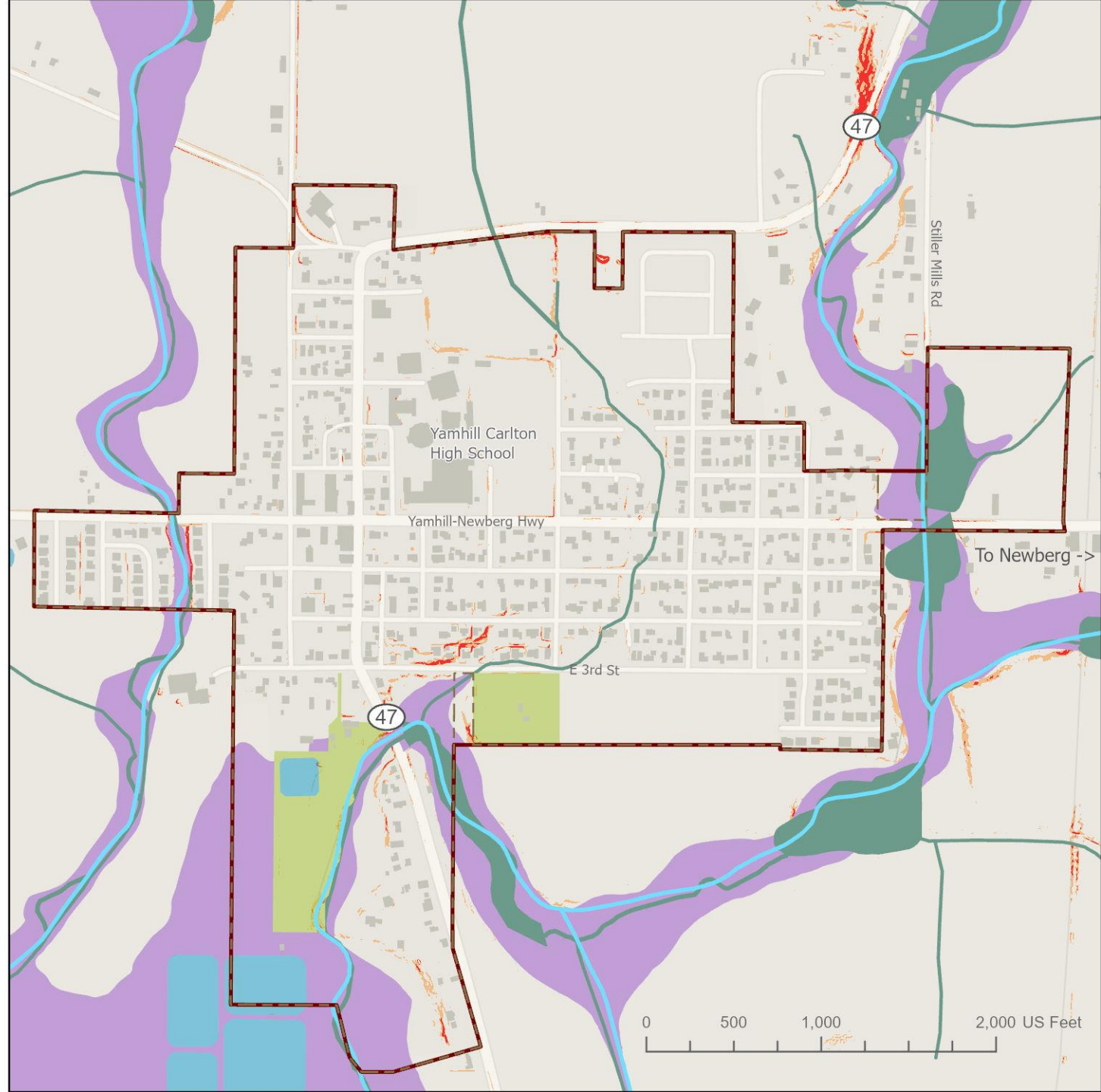
Constraints

Open water, floodplain, and wetlands are the constraints used for this analysis.

The Comprehensive Plan mentions a local wetland inventory, riparian corridors, and historical sites. No GIS data exists for these features.

Data from DOGAMI, FEMA, and the Oregon Wetland Database will guide the analysis.

-  City of Yamhill
-  Urban Growth Boundary
-  Stream (County)
-  Building Footprint
-  Open Water (County)
-  Parks (County)
-  100 Year Floodplain (FEMA)
-  Oregon Wetland Database (USGS, FWS)
- Slopes (DOGAMI)
 -  Up to 15%
 -  Up to 25%
 -  More than 25%



Vacant Land

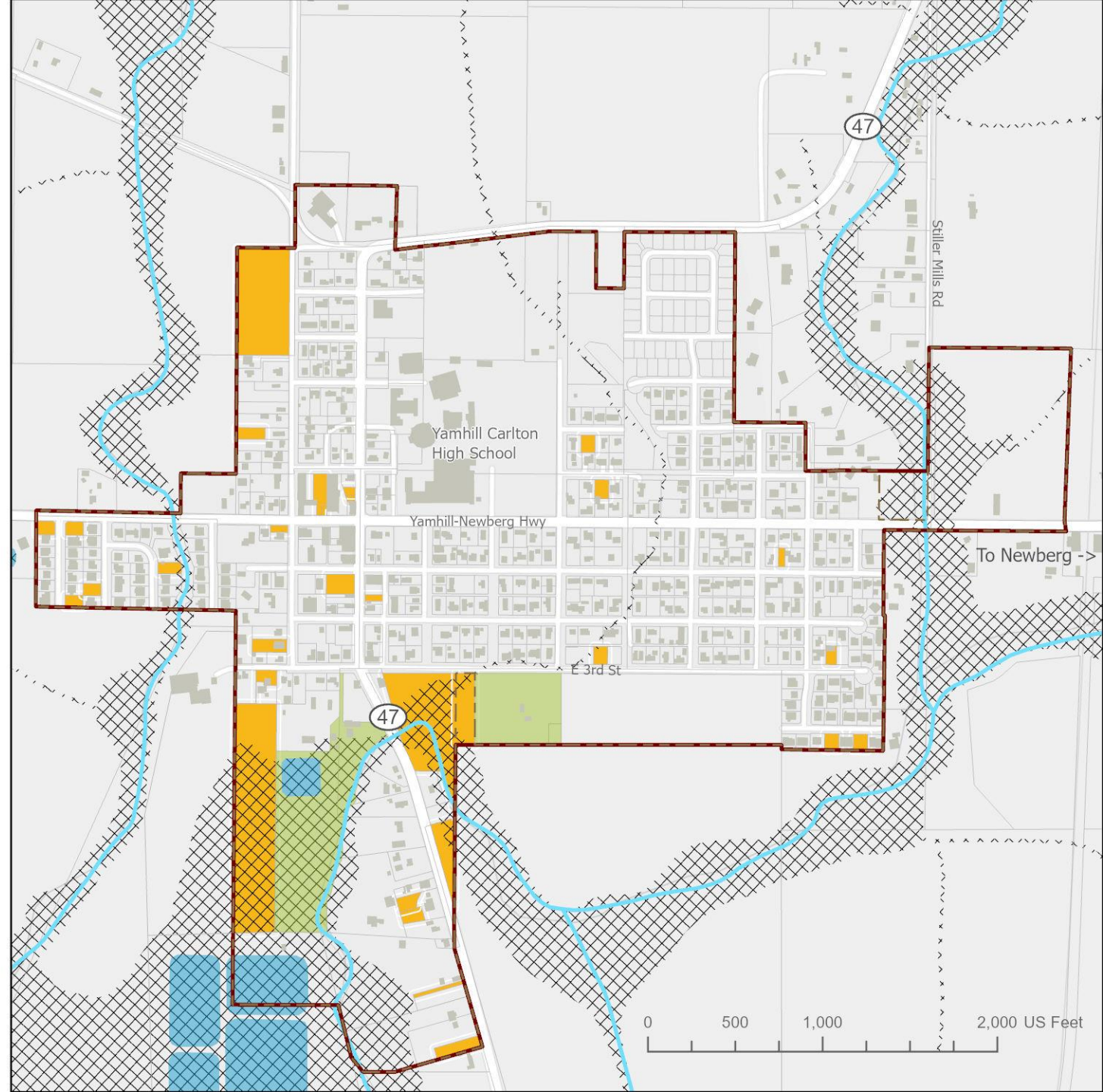
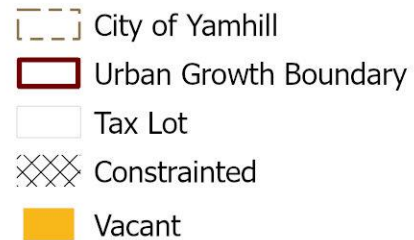
Any lot of at least 3,000 sf and with an improvement value below \$10,000 is assumed to be vacant.

Three lots under 3,000 sf were added as they can be assembled to more than 3,000 sf.

Public lands and Industrial zoned lots are removed from consideration.

Sites under construction/permitted are removed.

Aerial imagery and Google Streetview guided the analysis.

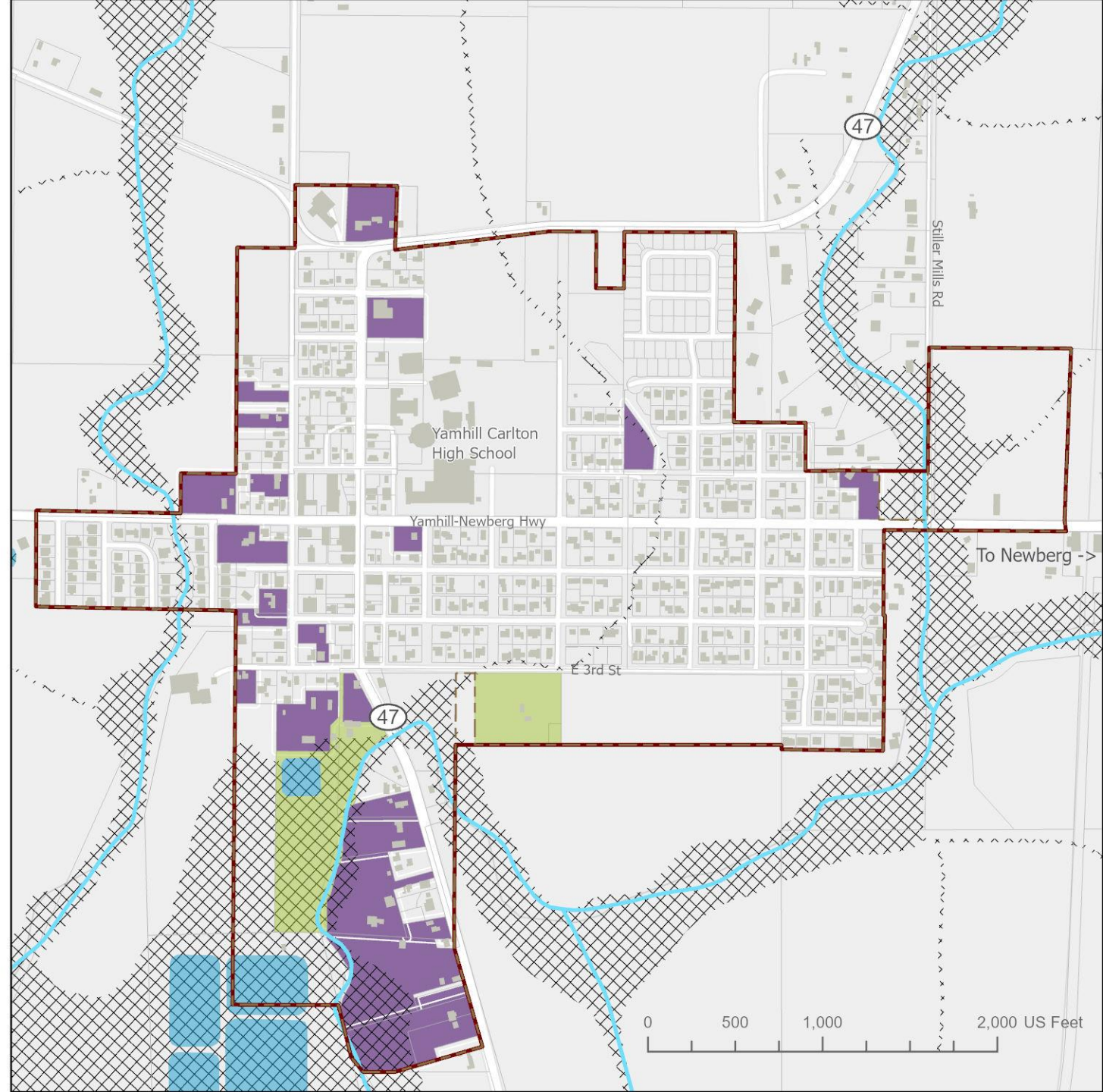


Partially Vacant

A single family lot greater than ½ acre than can be subdivided; ¼ acre is reserved for the existing home.

Developed lots with at least ¼ acre of undeveloped land. There are two church properties that could be used for infill housing.

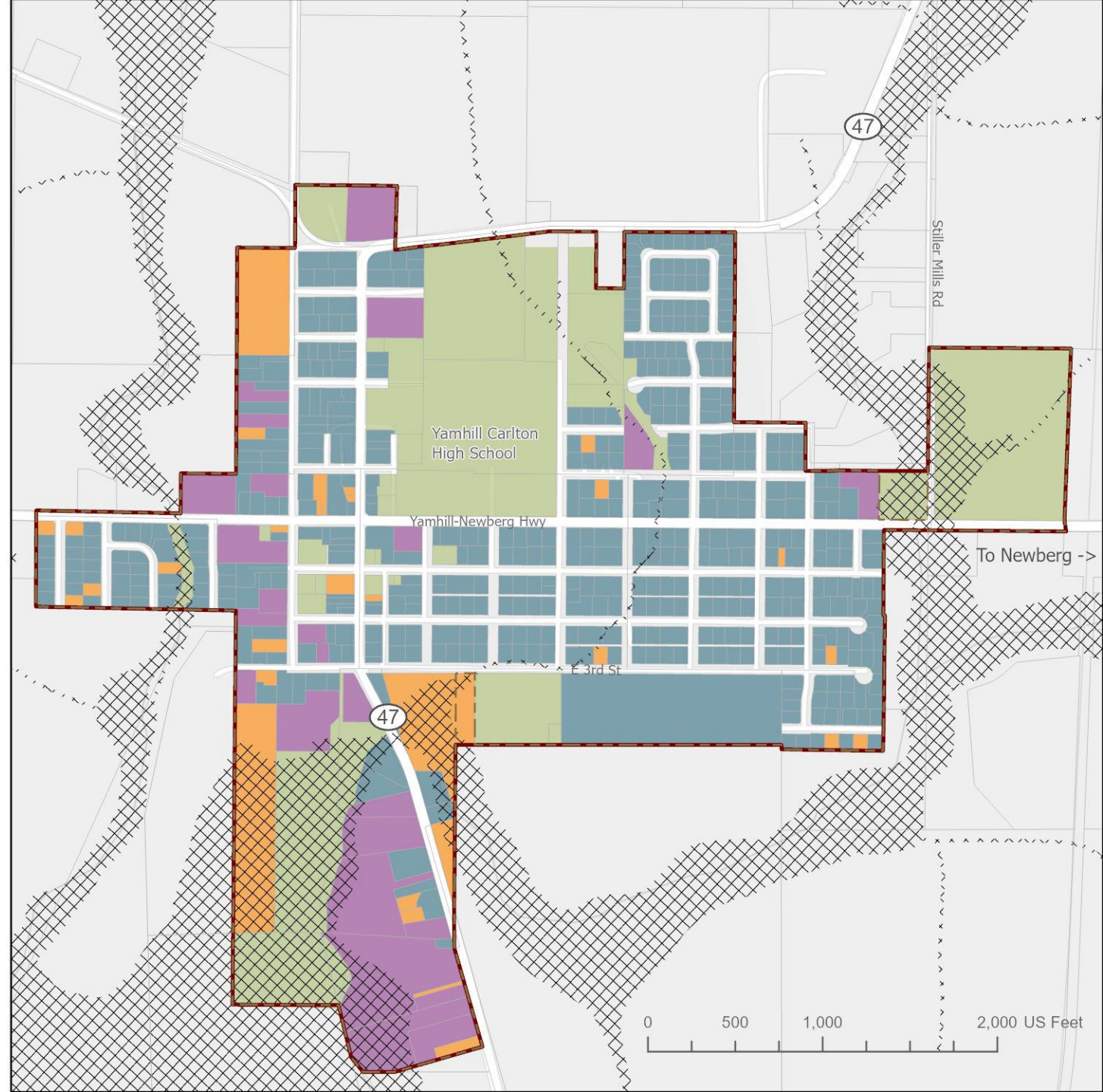
-  City of Yamhill
-  Urban Growth Boundary
-  Tax Lot
-  Constrained
-  Partially Vacant



Buildable Land

Additional categories are:

- Developed – lots with a structure
- Other – lots with a non-residential use or no potential for future residential development



Land Base (Acres)

Zoning	Developed	Other	Vacant	Total
C3 - General Commercial	4	2	1	7
RLC - Residential Limited Commercial	2	0	0	2
LI - Light Industrial	0	17	0	17
R3 - Two Family Residential Zone	13	0	5	18
R2 - Single Family Residential	85	42	2	129
R1 - Single Family Residential	43	17	7	66
CompPlan - Future Residential	0	0	1	1
Future Residential	0	2	0	2
CITY - Urban	0	5	7	13
Total	147	85	23	255

Buildable Land (Acres)

Zoning	Developed*	Buildable Vacant	Buildable Partially Vacant	Buildable Total	Constrained Vacant	Total
C3 - General Commercial	6	1	0	1	0	7
RLC - Residential Limited Commercial	1	0	0	0	0	2
LI - Light Industrial	17	0	0	0	0	17
R3 - Two Family Residential Zone	10	5	3	8	0	18
R2 - Single Family Residential	123	2	4	6	0	129
R1 - Single Family Residential	45	3	14	17	4	66
CompPlan - Future Residential	0	1	0	1	0	1
Future Residential	2	0	0	0	0	2
CITY - Urban	5	1	0	1	6	13
Total	210	13	22	35	10	255

* Developed acreage excluding acreage that falls into partially vacant

Discussion

Next Steps

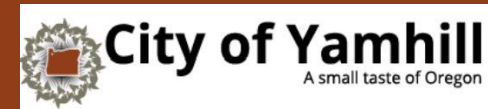
Next Steps

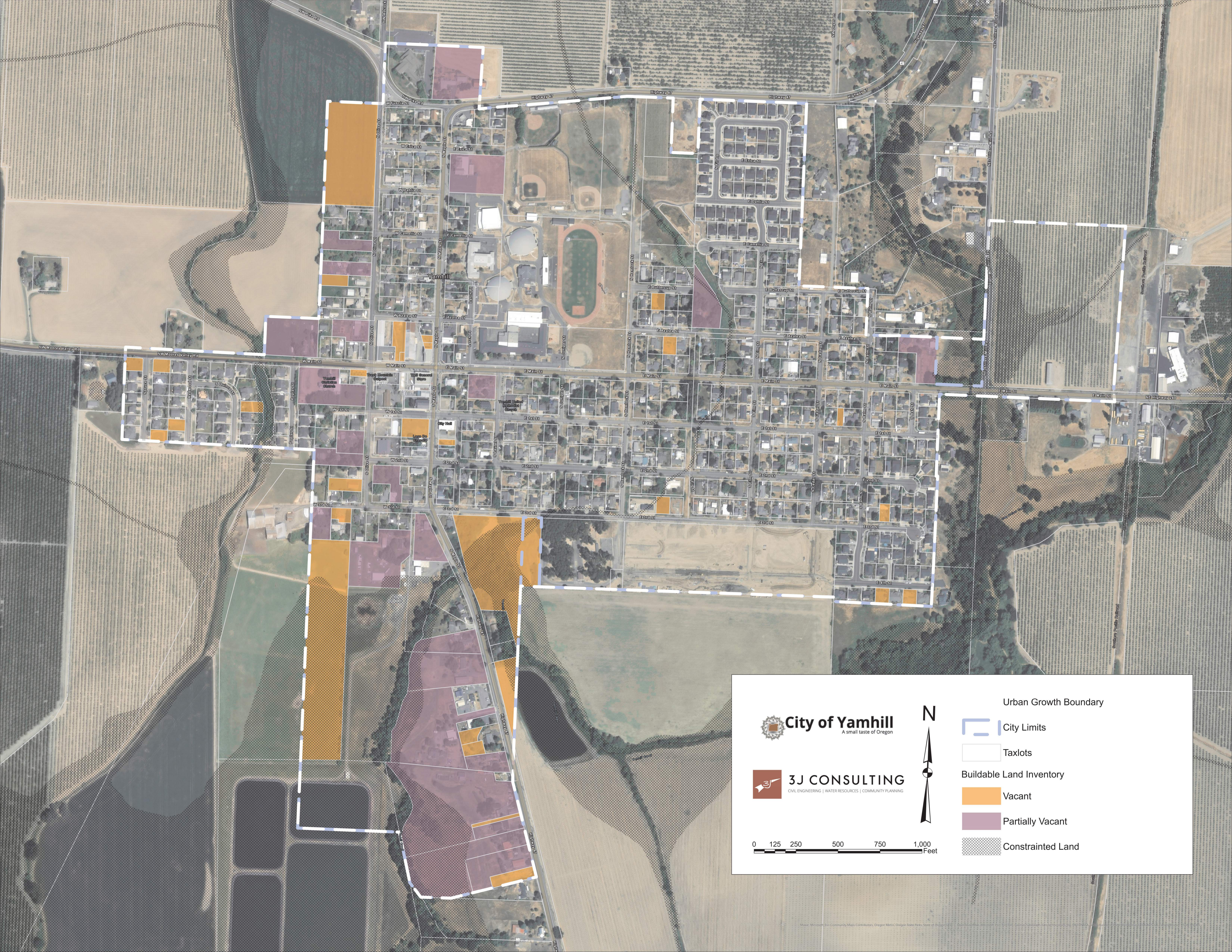
October-November

- Draft Comprehensive Plan and Code Audits
- CAC Meeting #2
- Public Meeting



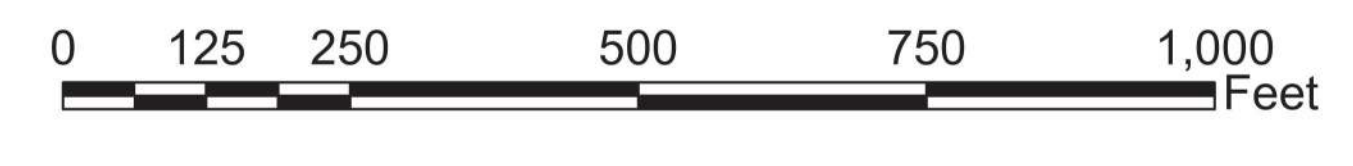
Thank you!






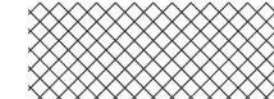




City of Yamhill
A small taste of Oregon

3J CONSULTING
CIVIL ENGINEERING | WATER RESOURCES | COMMUNITY PLANNING



-  Urban Growth Boundary
-  City Limits
-  Taxlots
- Buildable Land Inventory**
-  Vacant
-  Partially Vacant
-  Constrained Land



CITY OF YAMHILL

Water Treatment Plant to Reservoirs Planning Study

McRae Carmichael, MWVCOG
100 High Street SE
Salem, OR 97301
(503) 540-1625

Completed September 23, 2024

AKS Engineering & Forestry, LLC

John Christiansen, PE, CWRE
Project Manager
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
(503) 563-6151
JohnC@aks-eng.com

A. COVER LETTER

September 23, 2024



City of Yamhill
mcarmichael@mwvcog.org
Attn: McRae Carmichael, MWVCOG
(503) 540-1625

RE: WATER TREATMENT PLANT TO RESERVOIRS PLANNING STUDY

Dear McRae and Members of the Selection Committee:

The City of Yamhill (City) seeks to conduct a planning study to evaluate how to best replace the line from the City water treatment plant to existing reservoirs, as well as examine two additional routes to tie-in to the City of Hillsboro's water supply. The replacement would entail the installation of 26,520 feet of new 12-inch pipe to replace the existing transmission main which is nearing end of life. The transmission main replacement will reduce water loss in the system and provide a seismically resilient connection between the City's water treatment plant and reservoir site. Of the two potential additional tie-in routes, one would focus on the Mt. Richmond Road route and the other would study the Yamhill County railroad corridor route.

AKS Engineering & Forestry, LLC (AKS) presents our qualifications to serve the City for this contract. Our multidisciplinary team will provide the needed services from our Tualatin office, which is 30 minutes from the City and project sites. Our team offers a combination of qualified personnel and a collaborative approach that has proven effective for similar projects for local public agencies. Our unique advantages include:

- » **Exceptional familiarity with the City and its infrastructure.** We have worked closely with the City as its Engineer of Record (EOR) since 2014. In that time we have completed nearly 50 projects in and around Yamhill, have built relationships with City staff, and have an efficient workflow that will allow us to successfully complete this project on time. In addition, I served on the Yamhill Water Advisory Committee in 2022 and 2023, and supported the City of Yamhill in the initial inter tie discussions with City of Hillsboro. AKS' familiarity with the City and various local agencies gives us direct knowledge and insight into potential water sources.
- » **Proven experience and demonstrated knowledge of similar projects.** AKS has extensive experience evaluating existing municipal water systems as well as experience designing new or retrofitted solutions to build capacity. The team proposed on this project has worked together to plan, evaluate, design, and construct numerous water system upgrades for local jurisdictions including the City's Lower Transmission Line Project, for which AKS completed a similar study and evaluated different routes to carry pipeline. Additionally, AKS led a walk-through with federal staff of the Water Treatment Plant to Reservoirs project site to obtain federal funding, and wrote the scope for the project.
- » **Suite of in-house services.** In addition to the services requested for the planning study, we also offer experienced and licensed in-house professionals in natural resources, surveying, land use planning, landscape architecture, geographic information systems (GIS), and arboriculture, allowing us to quickly answer questions and deploy services in these disciplines. With over 375 employees, AKS combines these unique specialties within one company to provide efficient and convenient services to our clients.

AKS understands and is committed to meeting the project deadlines as stated in the RFP. I am authorized to represent our firm in contract negotiations and to sign any agreement that result. I will also serve as your project manager and principal-in-charge. If you have any questions or require additional information, please contact me by phone at (503) 563-6151 or e-mail at johnc@aks-eng.com. We have received the addenda which extended the submission deadline from September 16th to September 23rd. We look forward to the opportunity to work with the City on this important community project.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC

A handwritten signature in black ink, appearing to read 'John Christiansen', written over a white background.

John Christiansen, PE, CWRE | Principal
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
(503) 563-6151
JohnC@aks-eng.com

B. APPROACH & MANAGEMENT PLAN

The purpose of the planning study project is to evaluate how to best replace the line from the City Water Treatment Plant to existing reservoirs and evaluate the best alternative for a connection with City of Hillsboro's water system. The following is our approach to meeting the City's goals for the project.

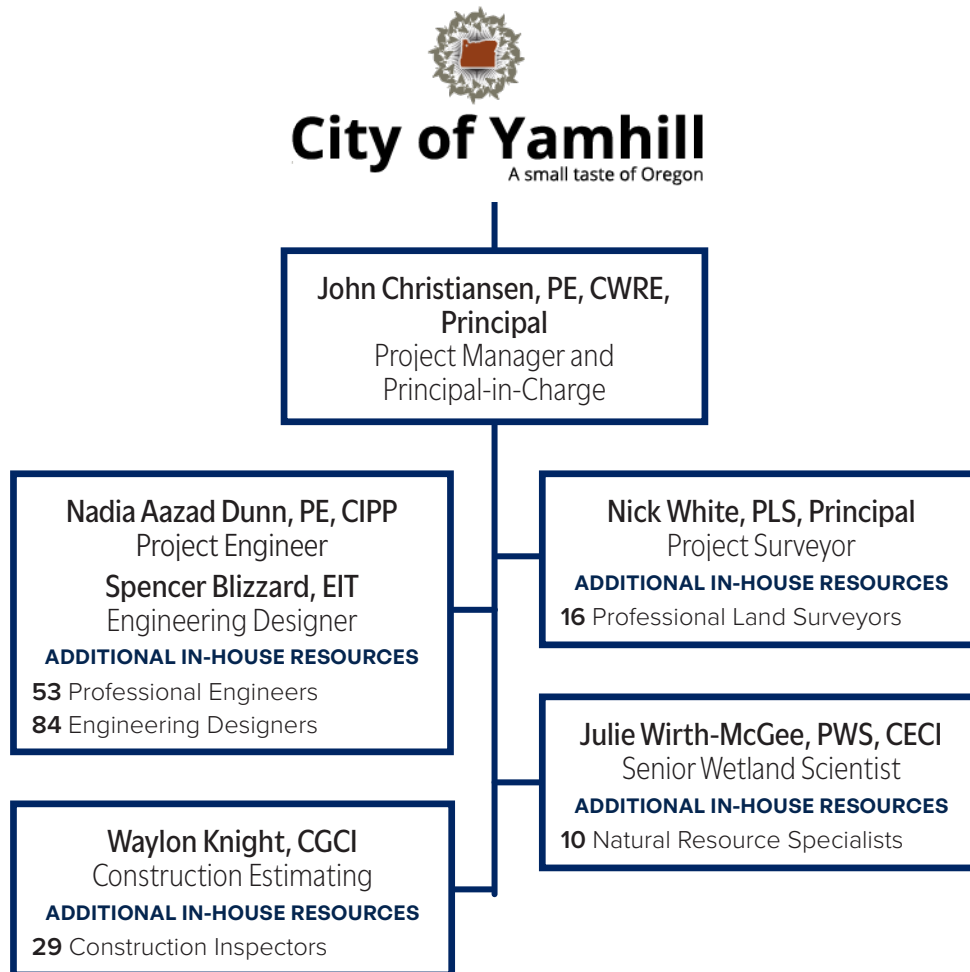
PROJECT MANAGEMENT

John Christiansen will take an active role in managing day-to-day progress and will serve as the primary point of contact for the City. Regular and open communication between City staff and the design team will be critical to the success of the project. John will organize and facilitate the kickoff and biweekly/monthly coordination meetings, involving our team's design leads as needed. We anticipate biweekly/monthly meeting will occur via Microsoft Teams (or another City-preferred format). All meeting notes will be maintained on OneDrive and access will be provided to City staff.

MANAGEMENT & ORGANIZATIONAL CAPABILITIES

Our clients have a variety of project scopes and needs, and we accommodate these with immediate responses, careful allocation of resources, and consistent communication. We start by gathering a complete understanding of the project goals and desired work and stay aware of changing circumstances throughout the project. Furthermore, we develop a plan at the beginning of the project that includes key contact information for all AKS team members and subconsultants so that we can keep everyone informed on the progress of our work. Our project managers are accustomed to coordinating with the owner, engineers, contractors, and a variety of agencies. We have established an outstanding reputation with owners, consultants, and contractors for being thorough and responsive.

The organizational chart below outlines our proposed staff team in relation to the City.



C. QUALIFICATIONS & EXPERIENCE

Project Team Qualifications

AKS provides custom civil engineering services for planning, evaluating existing municipal water systems, and designing new or retrofitted solutions to build capacity. AKS has the in-house capability to provide variable degrees of support as required, from assessments of existing facilities to full project management and construction support for new water mains.

Our engineers have extensive experience using our in-house resources to research a project from all angles and produce a thorough alternatives analysis. They have designed water improvements with a variety of pipe materials and installation methods including, traditional open-cut trench, horizontal directional drilling, and boring.

Our proposed team has worked together to plan, evaluate, design, and construct numerous water system upgrades in the last five years for the Cities of Yamhill, Newberg, Tualatin, Wilsonville, Tigard, Cornelius, Turner, and Milwaukie, and public utility districts (PUDs), including Tualatin Valley Water District (TVWD), Oak Lodge Water Services (OLWS), and West Slope Water District (WSWD).

Key Technical Staff

Our greatest asset is our dedicated and experienced staff. The AKS team includes professionals with hands-on knowledge of City standards and regulations, and years of experience working together to deliver public water infrastructure upgrades. John Christiansen will serve as the project manager, principal-in-charge, and main point of contact. John will have an active day-to-day role, ensuring that proper resources are assigned and that the design is progressing according to the scope. John will be supported by a core team of highly qualified technical professionals, all of whom have experience delivering similar infrastructure improvement projects for local jurisdictions. Our project team includes professional engineers, professional land surveyors, professional wetland scientists, and construction management and inspection professionals. The qualifications and relevant project experience of our team are included below and on the following pages.



John Christiansen, PE, CWRE | Principal Project Manager/Principal-in-Charge

REGISTRATIONS/CERTIFICATIONS

Professional Engineer: Oregon (#76382PE); Certified Water Rights Examiner (#76382)

SUMMARY OF QUALIFICATIONS

John is an AKS principal and project manager with 19 years of experience designing and managing improvements for local agencies including water systems, sanitary sewer rehabilitations, stormwater and wastewater conveyance, control and treatment facilities, and water storage and distribution projects. John and his team have successfully delivered 11 separate design packages, totaling more than 30,000 linear feet of water line replacement projects for public agencies in the last five years. These agencies include the Cities of Yamhill, Milwaukie, and Tualatin, as well as OLWS, TVWD, and WSWD. John currently serves as EOR for McNulty Water PUD and the City of Yamhill. His relevant experience includes:

- » City of Tualatin B-Level Transmission Main, Tualatin, OR
- » Clean Water Services (CWS) Upper Tualatin Interceptor #5 Capacity Improvements, Tualatin, OR
- » WSWD Beaverton-Hillsdale Highway Main Replacement, Beaverton, OR
- » City of Yamhill N Olive Water Main Improvement, Yamhill, OR
- » City of Yamhill Reservoirs to Distribution Transmission Main Replacement, Yamhill, OR
- » City of Turner Distribution Main, Turner, OR
- » City of Milwaukie 22nd Avenue & River Road Water System Improvements, Milwaukie, OR



Nadia Aazad Dunn, PE, CIPP Project Engineer

REGISTRATIONS/CERTIFICATIONS

Professional Engineer: Oregon (#88806PE); Certified Cured-in-Place Pipe Inspector (CIPP-1119-04R00107)

SUMMARY OF QUALIFICATIONS

Nadia has eight years of design and engineering experience in sewer, water, and stormwater systems for public facilities. Her experience extends from the feasibility stage through design development and into construction documentation. Public utilities are her primary focus and she has worked on multiple water improvement projects for several local agencies. Nadia has extensive experience managing permitting for utility projects within Oregon Department of Transportation (ODOT) rights-of-way. Nadia's project experience includes infrastructure improvements for the Cities of Turner, Yamhill, Tigard, Tualatin, Newberg, and Milwaukie; WSWD; and OLWS. Relevant projects include:

- » City of Tualatin B-Level Transmission Main, Tualatin, OR
- » CWS Upper Tualatin Interceptor #5 Capacity Improvements, Tualatin, OR
- » WSWD Beaverton-Hillsdale Highway Main Replacement, Beaverton, OR
- » City of Yamhill N Olive Water Main Improvement, Yamhill, OR
- » City of Yamhill Reservoirs to Distribution Transmission Main Replacement, Yamhill, OR
- » City of Turner Distribution Main, Turner, OR
- » City of Milwaukie 22nd Avenue & River Road Water System Improvements, Milwaukie, OR



Spencer Blizzard, EIT
Engineering Designer

REGISTRATIONS/CERTIFICATIONS

Engineer-in-Training: New York (#095549)

SUMMARY OF QUALIFICATIONS

Spencer is an engineering designer with six years of experience working on local agency infrastructure upgrades. Originally from New York, Spencer brings a broad understanding of the needs and requirements of public agencies. Spencer’s experience includes distribution main lines, storage tanks and reservoirs, wastewater lift stations, pump stations, feasibility and planning studies, water treatment facilities, well integration, and hydraulic modeling. He has successfully supported utility projects for the Cities of Yamhill, St. Paul, CWS, Carrolls Water Association, and Oregon Department of Corrections (ODOC). Relevant projects include:

- » City of Yamhill E 3rd Street Water Main Replacement, Yamhill, OR
- » City of Yamhill Wastewater Treatment Plant (WWTP) Influent Pump Station Study, Yamhill, OR
- » City of Hillsboro Melinda Court Water Main Replacement, Hillsboro, OR
- » OLWS SE Aldercrest & 28th Loop Main Replacement, Milwaukie, OR
- » City of Monmouth Wellfield Integration Study, Monmouth, OR



Nick White, PLS | Principal
Project Surveyor

REGISTRATIONS/CERTIFICATIONS

Professional Land Surveyor: Oregon (#70652LS)

SUMMARY OF QUALIFICATIONS

Nick has 22 years of experience in property boundary surveying, topographic survey mapping, American Land Title Association/National Society of Professional Surveyors (ALTA/NSPS) surveys, right-of-way surveying, utility mapping, drone surveying, and construction staking. Nick also has extensive experience surveying site, road, and utility projects around the Northwest. Most of his career has been working for various public agencies, local jurisdictions, and utility providers. He understands the challenges that accompany on-call survey contracts and is skilled at managing projects that require immediate response. Relevant projects include:

- » City of Tualatin B-Level Transmission Main, Tualatin, OR
- » WSWD Beaverton-Hillsdale Highway Main Replacement, Beaverton, OR
- » City of Yamhill N Olive Water Main Improvement, Yamhill, OR
- » City of Yamhill Reservoirs to Distribution Transmission Main Replacement, Yamhill, OR
- » Clackamas County SE 115th Utility Extension, Clackamas, OR



Waylon Knight, CGCI | Senior Associate
Construction Estimating

REGISTRATIONS/CERTIFICATIONS

HDPE Pipe Fusion Certified Trainer; OSHA Competent Person Certified Trainer; OSHA Confined Space Certified Trainer; ODOT Certified General Construction Inspector (CGCI) (#51514); ODOT Certified ADA Curb Ramp Inspector

SUMMARY OF QUALIFICATIONS

Waylon has 26 years of experience in contract negotiation, construction management, and underground utility construction and design. Prior to joining AKS, Waylon was director of construction at Lovett Inc. where he managed construction of numerous utility improvements, including several projects with AKS. Waylon specializes in trenchless utility construction and feasibility, and his proficiency extends to estimating, scheduling, documentation, and safety. He excels in replacement of utilities on occupied project sites with complex and/or unknown infrastructure using his expertise in trenchless applications. Waylon’s exceptional understanding of potential challenges during construction will allow him to provide valuable feedback during design to ensure these challenges are addressed prior to replacement. Relevant projects include:

- » City of Tualatin B-Level Transmission Main, Tualatin, OR
- » WSWD Beaverton-Hillsdale Highway Main Replacement, Beaverton, OR



Julie Wirth-McGee, PWS, CECI
Natural Resources & Permitting

REGISTRATIONS/CERTIFICATIONS

Certified Professional Wetland Scientist (PWS #2279); ODOT Certified Environmental Construction Inspector (#48815); ODOT Qualified ESA Biologist for ESA Documentation

SUMMARY OF QUALIFICATIONS

Julie is a certified PWS with over 20 years of experience providing Environmental Services throughout Oregon. Her areas of expertise include complex wetland delineations; wetland and stream functional assessments; biological assessments; scientific and technical report writing; state and federal wetland and waters permitting and agency coordination; National Environmental Policy Act (NEPA) and Endangered Species Act (ESA) compliance documentation; and compensatory wetland, waters, and buffer mitigation design and monitoring. Relevant projects include:

- » City of Yamhill Reservoirs to Distribution Transmission Main Replacement, Yamhill, OR
- » City of Yamhill Turner Creek WTP Intake Improvements, Yamhill, OR
- » City of Turner Distribution Main, Turner, OR
- » Yamhill County Bayliss Road Fish Passage Improvement, Yamhill, OR
- » City of Cornelius Laurel Woods Community Park Bridge, Cornelius, OR

Similar Project Experience

AKS' water system experience is represented in the table, and select detailed descriptions follow.

PROJECT NAME	KEY STAFF	SERVICES PROVIDED							
		WATER LINE LENGTH (LF)	PROJECT MANAGEMENT	SURVEYING	PERMITTING SUPPORT	PRELIMINARY DESIGN	FINAL DESIGN	BID PHASE SERVICES	CONSTRUCTION PHASE SERVICES
City of Tualatin B-Level Transmission Main	John Christiansen, Nadia Aazad Dunn, Nick White, Waylon Knight	4,000	✓	✓	✓	✓	✓	✓	✓
CWS Upper Tualatin Interceptor #5 (UT#5) Capacity Improvements	John Christiansen, Nadia Aazad Dunn, Spencer Blizzard, Waylon Knight, Nick White		✓	✓	✓	✓	✓		
WSWD Beaverton-Hillsdale Highway Main Replacement	John Christiansen, Nadia Aazad Dunn, Nick White, Waylon Knight	5,800	✓	✓	✓	✓	✓	✓	✓
City of Milwaukie 22 nd Avenue & River Road Water System Improvements	John Christiansen, Nadia Aazad Dunn, Waylon Knight	225	✓	✓	✓	✓	✓	✓	✓
City of Yamhill N Olive Water Main Improvement	John Christiansen, Nadia Aazad Dunn, Nick White	1,500	✓	✓	✓	✓	✓	✓	✓
City of Yamhill Reservoirs to Distribution Transmission Main Replacement	John Christiansen, Nadia Aazad Dunn, Nick White, Waylon Knight, Julie Wirth-McGee	14,900	✓	✓	✓	✓	✓	✓	✓
City of Turner Distribution Main	John Christiansen, Nadia Aazad Dunn, Julie Wirth-McGee	5,000	✓	✓	✓	✓	✓	✓	✓
Clackamas County SE 115 th Utility Extension	John Christiansen, Nick White	630	✓	✓	✓	✓	✓		✓
McNulty Water PUD EOR » Robinette Road Main Replacement » Blaha Road Main Replacement & Booster Pump » US 30 at Millard Main Replacement	John Christiansen, Nadia Aazad Dunn, Waylon Knight	1,500	✓	✓	✓	✓	✓	✓	✓
OLWS SE Partridge Circle Main Replacement	John Christiansen, Nadia Aazad Dunn, Nick White, Waylon Knight	950	✓	✓	✓	✓	✓		
OLWS SE Old Orchard Court Water Line Improvements	John Christiansen, Nadia Aazad Dunn, Nick White	1,000	✓	✓	✓	✓	✓		
OLWS SE Aldercrest & 28 th Loop Main Replacement	John Christiansen, Nadia Aazad Dunn, Nick White, Spencer Blizzard, Waylon Knight	6,950	✓	✓	✓	✓	✓		
TVWD NW Walker Road Main Replacement	John Christiansen, Nick White	4,000	✓	✓	✓	✓	✓		✓
TVWD OR 99 Water Relocation Project	John Christiansen, Nadia Aazad Dunn, Nick White	1,000			✓	✓	✓		✓
TVWD NW Lovejoy Main Replacement	John Christiansen, Nadia Aazad Dunn	300	✓	✓	✓	✓	✓		✓

City of Tualatin B-Level Transmission Main Replacement | TUALATIN, OR

AKS has a long-standing relationship with the City of Tualatin, and we have supported the City through the design and construction management of four utility improvement projects since 2020. Our most recent is the B-Level Transmission Main Replacement Project. The City's B-Level Transmission Main was identified in the City's Water Master Plan to be upsized from 12 inches to 18 inches. The project was under a critical timeline; construction needed to be complete by fall 2023 to serve ongoing development in the area. AKS provided civil engineering, land surveying, and arborist services through the design of this improvement.

The existing 12-inch water main was located in SW Boones Ferry Road, which was repaved in 2020. Our design efforts began with evaluating three alternatives, which included routing through the existing right-of-way as well as through the adjacent Tualatin High School property. AKS facilitated the routing alternatives analysis by engaging key stakeholders, including City engineering and operations staff as well as representatives from the Tigard-Tualatin School District. The SW Boones Ferry Road route was ultimately selected because it presented the least risk with respect to project schedule—no easement acquisition—and showed the fewest potential utility conflicts. Following the alignment selection, we completed a detailed topographic survey of the project corridor. During the design development, we refined the route to be located mostly outside the roadway of SW Boones Ferry Road, minimizing street cuts to the recently paved road surface. Approximately half of the total alignment length was within Washington County jurisdiction rights-of-way.

Several franchise utility conflicts were identified early in the design, and we collaborated with City staff and the franchise utility owners to relocate the conflicts prior to issuance of the final bid documents. We subcontracted with a contractor to pothole critical underground utilities during the 60 percent design to ensure conflicts were avoided prior to construction.

We worked closely with the City's Water Operations department throughout the design to ensure all appurtenances of the new water main would be accessible for maintenance. The final B-Level Transmission Main alignment was approximately 4,000 linear feet of 18-inch ductile iron pipe. AKS developed complete construction plans, including water main design, erosion and sediment control design, temporary traffic control plans, full contract documents, and an engineer's estimate. AKS served as the owner's representative during construction, including coordination with the contractor and City, completing review of submittals, reviewing contractor invoices, and performing construction observation. Construction was completed in August 2023 to meet the City's delivery timeline. Total change orders through construction represented less than 5 percent of the approximately \$1.6 million construction cost.



City of Tualatin B-Level Transmission Main Replacement

CWS UT#5 Capacity Improvements | TUALATIN, OR

AKS evaluated the need and timing for the improvement of approximately 4,200 linear feet of 27-inch gravity sewer known as UT#5. The CWS master plan called for a series of improvements upstream of UT#5 that included two pump stations and upsizing UT#5 to a 42-inch diameter to support future growth in the City of Sherwood. The master plan called for UT#5 improvements to be completed by 2023 with a total estimated construction cost of nearly \$20 million. AKS planning staff worked with the City of Sherwood to forecast development and growth in the upstream basin and ultimately determined the improvements would not be needed until 2027. Our engineering team evaluated 11 alternatives for the conveyance system improvements and ultimately arrived at a solution that would bypass the 27-inch UT#5 pipeline with a force main. This recommendation resulted in nearly \$1 million in savings for CWS. While the 27-inch gravity main did not need to be upsized, significant deterioration of the reinforced concrete pipe (RCP) was observed in CCTV inspections. AKS recommended a CIPP solution along with structural rehabilitation of maintenance holes. The majority of the UT#5 pipeline falls within ODOT's Oregon Route 99W (OR 99W), along the center landscape median. AKS partnered with a geotechnical engineer to perform a shoulder soil survey to document whether contaminated soils were present (ODOT requirement). AKS developed detailed traffic control plans required of the ODOT permit. Improvements were completed in November 2021.

WSWD Beaverton-Hillsdale Highway Main Replacement | BEAVERTON, OR

AKS provided engineering and surveying, and is providing construction management services for the installation of 5,800 linear feet of new 12-inch ductile iron water main. The existing water line is 8-inch cast iron installed over 70 years ago. The existing depth and location of the line in this heavily trafficked ODOT right-of-way has created increased risk for District crews to maintain the pipe. Our survey team deployed a variety of methods to complete the topographic survey, including conventional total station work and utilizing a drone. Our pre-design work also included working with a geotechnical subconsultant to complete street cores along the roadway to document the depth of the existing pavement. We also worked with the District to document the size and location of all water services to be transferred to the new water main. AKS began working with ODOT at the 30 percent design level to ensure all design improvements would meet ODOT requirements for construction, traffic control, and surface restoration while also meeting the needs of the District. We prepared extensive traffic control plans and gained full ODOT approval on the project prior to bidding. ODOT required grind and inlay for the full lane width of lanes impacted by trenching, so we strategically located the new water main in the center turn lane to minimize the extents of the grind and inlay. During our ODOT review, ODOT uncovered a record of potential soil contamination through approximately 1,000 feet of the alignment from a historic gas station. To mitigate risk of construction costs associated with handling and disposing of the contaminated material, AKS worked with our geotechnical subconsultant to complete an environmental assessment of the soils in question. As design was advanced from 60% to 90%, AKS managed a subcontractor to complete utility potholing at critical locations where the new water main was planned to cross existing utilities. AKS prepared final engineering plans, project specifications, engineer's estimate, and bid documents for the project. The design and bidding for this project were completed in August 2022. AKS provided construction management services during the construction phase, which began in April 2023.

OLWS On-Call Services | OAK GROVE, OR

AKS has provided on-call services to OLWS for repairs to its water system under an on-call contract since 2018. Since that time, AKS has provided engineering and surveying services to support 20 sewer and water system improvement projects. For each project, AKS is responsible for surveying, final engineering, development of bid documents, preparing engineer's estimates, and permitting. Recent projects include:

- » **SE Old Orchard Court Water Line Improvements.** AKS designed water main improvements to address an undersized 4-inch main that failed to meet the district's fire flow requirements. The project involved installation of approximately 500 linear feet of 8-inch main and transfer of 16 residential services.
- » **SE Partridge Circle.** AKS provided the design for replacement of approximately 920 linear feet of 6-inch water main (upsized to 8 inches) and 14 residential services. The existing cast-iron line experienced frequent breaks due to corrosion. AKS developed the design utilizing HDPE main line and zinc-coated ductile iron pipe and fittings.
- » **SE Aldercrest Water Line Improvements.** AKS provided the design for replacement of approximately 3,800 linear feet of 6-inch water main (upsized to 8 inches) and 55 residential services and four connections to existing lines. This project was located within a narrow, under-improved Clackamas County right-of-way. AKS developed the alignment to ensure a lane of travel could remain open throughout construction and to minimize the extents of surface restoration (full-lane grind and inlay as required by Clackamas County).
- » **SE 28th Loop Water Line Improvements.** AKS provided the design for replacement of approximately 2,800 linear feet of 6-inch water main (upsized to 8 inches) and 20 residential services and four connections to existing lines. This project involved permitting approximately 700 linear feet of water main in the ODOT right-of-way (OR 99E). AKS developed the alignment to fall in a single travel lane to minimize the extents of surface restoration (full-lane grind and inlay as required by ODOT). We also limited sidewalk impacts to two crossings to reduce costs associated with establishing Temporary Pedestrian Access Routes.
- » **SE Oatfield Water Line Improvements.** AKS is currently providing the design for replacement of approximately 18,000 linear feet of 6-inch water main (upsized to 8 inches) to replace the existing water main within SE Oatfield Road from SE Aldercrest Road to SE Hull Avenue.



OLWS SE Old Orchard Court Water Line Improvements

City of Turner Distribution Main | TURNER, OR

As City Engineer for the City of Turner, AKS has provided services on over 40 capital improvement projects since 2018. Among our extensive experience on City projects, a relevant project is the Turner Water Line Distribution where AKS designed and managed the construction of approximately 5,000 linear feet of 12-inch domestic water pipe and associated fittings. Turner is the first wholesale customer on the City of Salem's water distribution system.

By purchasing its drinking water from Salem, Turner ties its water system into Salem's water transmission lines at four locations in the city. Changes in the treatment and distribution system of Salem's water supply, brought about because of algal toxin issues, also required changes in the way Turner is supplied with potable water. The changes required Turner's current four connection points to Salem's water be consolidated into one. Furthermore, the new single connection is at a static pressure 25 PSI lower than historically was provided to the City. Our first task was to complete a source integration study to evaluate how the City of Turner's water system could continue to provide service to existing customers and meet fire flow demands with the reconfigured connection to the City of Salem system.

We coordinated with the City of Salem to complete flow testing throughout the system and developed a calibrated water model. We then developed and evaluated eight alternatives, including modifications to existing pressure zones, mainline improvements, and integrating a booster pump station. Ultimately, AKS and the City agreed adding a booster pump and upsizing 5,000 linear feet of existing 8-inch to 12-inch water main was the right solution. These improvements were split into two design packages: one for the pump station and a second for the distribution line. AKS led a team of consultants to design a new booster pump station, which included four 1,250-GPM pumps and a new building. The new pump station is nearly complete and will be commissioned in early 2024.

The alignment of the distribution main presented two key challenges, crossing Mill Creek and crossing an active Union Pacific Railroad (UPRR) right-of-way. In both cases, our team implemented trenchless designs for the crossings by means of pipe ramming. The water main improvements are nearly complete, and the system will be put online in early 2024. AKS provided drone surveying, engineering design, technical specifications, public bidding management, franchise utility coordination, and construction support services, and serves as the owner's representative. AKS also worked closely with the Cities of Turner and Salem, Oregon Health Authority (OHA), UPRR, and Marion County.



City of Turner Distribution Main

D. STAFFING PLAN

The AKS team has the availability and communication capabilities to ensure that project matters are attended to right away—whether it requires a phone call, an in-person meeting, or a site visit—we’ll be there, throughout the project’s duration, to provide the time and attention it requires.

AKS’ policy is to respond to client requests within a couple hours of a call, and if not by then, within 24 hours at the latest. Our proposed team for this project brings significant experience providing multidisciplinary services for engineer of record, consultant of record, and on-call contracts for many local agencies, and we understand the importance of being available to address matters as they arise. It is our policy to put the client’s needs first and we willingly and happily adjust our schedules to be available on very short notice.

Key Staff Availability

The following table presents our team’s percentage of time dedicated to the Water Treatment Plant to Reservoirs Planning Study project.

KEY STAFF	AVAILABILITY
John Christiansen, PE, CWRE Principal Principal-in-Charge + Project Manager	5%
Nadia Aazad Dunn, PE, CIPP Project Engineer	30%
Spencer Blizzard, EIT Engineering Designer	50%
Nick White, PLS Principal Project Surveyor	10%
Julie Wirth-McGee, PWS, CECI Natural Resource Specialist	5%
Waylon Knight, CGCI Sr. Associate Construction Estimator	10%

Available Work Resources for Project Duration

AKS ensures adequate resources for the lifetime of a project, selecting each team member based on their knowledge of the work involved, experience on similar projects, and availability for the assignment’s duration. We’ve found that enabling our employees to see a project through to the end provides a sense of ownership; an ability to perform consistently and effectively for optimum results; and a thorough understanding of that aspect of the project with the ability to communicate clearly and knowledgeably about it. To ensure we have capacity for start-to-finish commitments, our project managers review and forecast past, current, and projected company workloads and only submit proposals for those projects for which we can provide individualized, high-level service. When additional workload capacity is needed or diversified experience desired to keep a project moving, we also share personnel between offices to ensure these needs are covered. During the project, Project Manager John Christiansen will communicate frequently with the City so the team can adapt quickly to any scope changes and ensure that City requests are continuously met.

The greatest advantage when it comes to work resources is the access the City will have to AKS’ full range of expertise throughout this project. Our diverse team of experts includes not only civil engineers and surveyors, but land use planners, natural resource specialists, certified arborists, landscape architects, and construction support. We have the capacity to provide additional services to the City anytime, should the project require it. With a single phone call to John, the City can acquire a complete range of services without the added time and expense involved in hiring subconsultants. This advantage also allows AKS to maintain greater control over the schedule, budget, and work quality.

We have included a detailed staffing plan on page 11 with an estimate of the total hours, detailed by position, required for the project tasks.

Project Tasks & Estimated Personnel Hours

	AKS Engineering & Forestry, LLC																						
	PRINCIPAL IN CHARGE	QA/QC REVIEWER	PROJECT ENGINEER	ENGINEERING DESIGNER	ENGINEERING CAD TECHNICIAN	PROJECT SURVEYOR	SURVEYOR	SURVEY CAD TECHNICIAN	SURVEY CREW (TWO PERSON)	DRONE CREW (ONE PERSON)	DRONE SPECIALIST	SENIOR LAND USE PLANNER	LAND USE PLANNER	CONSTRUCTION MANAGER	CONSTRUCTION INSPECTOR	SENIOR NATURAL RESOURCE MANAGER	NATURAL RESOURCE SPECIALIST	NATURAL RESOURCE TECH	GIS SPECIALIST	TECHNICAL EDITOR	PROJECT COORDINATOR	TOTAL	
Project Management																							
A. Project Management	40																					20	
Transmission Line Replacement Study																							
Base Map Development																							
A. Easement Research and Mapping		4	2			8	20	40												2		4	
B. Water Line Survey		2				12	40	80	120	20	20									4		8	
C. Water Line Potholing						1	4	8	40													2	
Line Replacement Alternatives																							
A. Concept Plans	8	2	16	30	60																	2	
B. Permit Evaluation	1		4	8								1	3			2	4	6				1	
C. Engineer's Estimate	1	1	6	12	10									2	8							1	
D. Report	4	4	12	16																8		2	
Hillsboro Intertie																							
A. Base Maps			2					4												16		1	
B. Concept Plans	4	2	12	24	40																	2	
C. Hydraulic Calculations	1		6	12																			
D. Permit Evaluation	2		6	12								2	8			4	8	16				1	
E. Engineer's Estimate	1		6	12	12									3	16							1	
F. Operational Cost Estimate	4	2	8	20																			
G. Stakeholder Coordination Meetings	16		16																			4	
H. Draft Report	4	2	12	16																	8	4	
I. Final Report	2	2	6	8																	6	2	
City Council Work Sessions																							
A. Work Session 1	8		12																			2	
B. Work Session 2	4		8																			1	
C. Work Session 3	4		8																			1	
Estimated Personnel Task Hours SUBTOTAL	104	21	142	170	122	21	64	132	160	20	20	3	11	5	24	6	12	22	22	22	59	1,162	

E. WORK PLAN & SCHEDULE

Project Understanding

The Water Treatment Plant to Reservoirs Planning Study involves two primary sub-projects.

- » Transmission line replacement study to evaluate replacement of the treated water transmission line from the WTP to the City's storage reservoirs.
- » Evaluation of a water system intertie with the City of Hillsboro.

The following is our approach to meeting the City's goals for the project.

Project Approach

Transmission Line Replacement Study

The City's transmission line between the WTP and the City's reservoir site was constructed in 1973. The 8-inch PVC line has a total length of approximately 4.7 miles. From the WTP, the line travels across property for approximately 600 linear feet before entering the County's NW Turner Creek Road right-of-way. The line continues in the NW Turner Creek Road for approximately 1.7 miles then runs across 11 separate private properties before arriving at the reservoir site, located at the terminus of NW Reservoir Road. There are approximately 23 rural residential water services connected to the transmission line.

The City has experienced frequent leaks and line failures along the transmission line. These can go undetected for long durations because of the remote location of the line. Furthermore, the precise location of the water main is unknown for long stretches because the line has no tracer wire, increasing costs when the City is attempting to locate the line for repairs. The as-built records identify a 25-foot-wide permanent utility easement was established with the construction of the transmission line; however, the City does not have records of the recorded easements for the entire transmission line. The transmission line is nearing the end of its service life.

We understand the goals of the transmission line replacement study are the following:

- » Locate and map the existing water main, water services, and associated easements.
- » Evaluate alternatives for line replacement including realignment of the pipeline into right-of-way.

AKS will complete the following tasks to support the City in the Transmission Line Replacement Study.

TASK 1.1 BASE MAP DEVELOPMENT

- » **Research.** Obtain and review title reports for each property crossed by the transmission line. The purpose of this task is to determine which sections of the transmission line are covered by easements.
- » **Survey.** Complete a field survey to tie all water services, water main appurtenances (valves/blow-offs/air vacs) and any known locations of the existing water main based on information provided by the City. Prior to the field survey, the AKS design team will walk and/or drive the entire water main alignment with City staff to assist in locating the water main.
- » **Potholing.** Where the location of the line cannot be determined from record drawings or other record information, AKS will subcontract with a vacuum excavation contractor to pothole the line to locate the precise location of the water main. Information collected during potholing will be incorporated into the survey base map.

TASK 1.2 CONCEPT PLANS

Develop concept plans for replacement of the water main. This will include replacing the water main along its current alignment as well as relocating portions of the main to be within the public right-of-way.

TASK 1.3 PERMIT EVALUATION

Prepare a summary of all permits required for the transmission line replacement. This task includes reviewing publicly available National Wetland Inventory data and hydric soil maps to determine the likelihood of regulated wetlands and waters within the construction limits. Anticipated timelines for obtaining permits will be documented in the summary.

TASK 1.4 ENGINEER'S ESTIMATES

Prepare engineer's estimates for the replacement of the water main. The estimates will include hard costs, as well as soft costs associated with temporary and permanent easement acquisition and design, construction observation, and project administration.

TASK 1.5 REPORT

Prepare a report to summarize the findings from Tasks 1.1 through 1.4. The report will include our recommended line replacement alternative. This report can be utilized by the City in seeking outside funding.

DELIVERABLES

- » Survey map of existing transmission line including water services and meters. The survey map will be exported into the City's GIS database.
- » Concept plans.
- » Report with supporting documents.

City of Hillsboro Water Intertie Concept

During 2021 and 2022, the City of Yamhill's Water Advisory Committee (YWAC) began discussions with COH regarding a potential water intertie that would provide the City of Yamhill with a redundant water supply during summer peak demands or be a water source in the unlikely event of an emergency shutdown of the City's WTP on Turner Creek. COH is supportive of the concept and Yamhill submitted a letter of intent to COH. The following intertie alternatives were discussed with COH.

- » **Mt. Richmond Road to Cherry Grove.** This alignment follows Mt Richmond Road (a County Road) from NW Pike Road to SW Patton Valley Road; approximately 5 miles. This alignment is the shortest and most direct connection to the COH water system and would allow Yamhill to feed the City's reservoirs from the COH water supply.
- » **Yamhelas Westsider Trail (former railroad grade) to Gaston.** During initial discussions with COH, the City learned the City of Carlton is also considering a connection to COH water supply. The Carlton alignment follows a former railroad grade, crossing Oregon Route 240 (OR 240) approximately 1,200 linear feet east of Yamhill City limits and extending north to Gaston. This alignment, while nearly 50 percent longer than the Mt. Richmond alignment (7.4 miles total) would supply water to both Yamhill and Carlton, presenting a potential cost-sharing opportunity. Furthermore, the larger regional benefit would likely be more favorable in seeking outside funding.

The following is our approach for evaluating the COH Water Intertie Concept. Unless specifically listed below, each task will be completed for each alternative.

TASK 2.1 BASE MAPS

Prepare a project base map based on publicly available tax lot maps, lidar contours, wetland, and hydric soil maps.

TASK 2.2 CONCEPT PLAN

Develop concept plans for each alignment.

TASK 2.3 HYDRAULIC CALCULATIONS

Repair hydraulic calculations for line sizing and preliminary pump station designs.

TASK 2.4 PERMIT EVALUATION

Prepare a summary of all permits required for the transmission line replacement. This task includes reviewing publicly available National Wetland Inventory (NWI) data and hydric soil maps to determine the likelihood of regulated wetlands and waters within the construction limits. Anticipated timelines for obtaining permits will be documented in the summary.

TASK 2.5 ENGINEER'S ESTIMATES

Prepare engineer's estimates for the replacement of the water main. The estimates will include hard costs as well as soft costs associated with temporary and permanent easement acquisition and design, construction observation, and project administration.

TASK 2.6 OPERATIONAL COST ESTIMATES

Prepare estimates for long-term operational costs associated with rate charges for obtaining water from COH.

TASK 2.7 STAKEHOLDER COORDINATION MEETINGS

Participate in meetings with the City of Carlton to discuss concept plans and opportunities for cost share. Meet with Yamhill County, which owns the abandoned railroad grade. Meet with COH to review concept plan and discuss process for Intergovernmental Agreement (IGA) necessary to allow for the connection to its water system.

TASK 2.8 REPORT

Prepare a report to summarize the findings from Tasks 2.1 through 2.7. The report will include our recommended line replacement alternative. This report can be utilized by the City in seeking outside funding.

DELIVERABLES

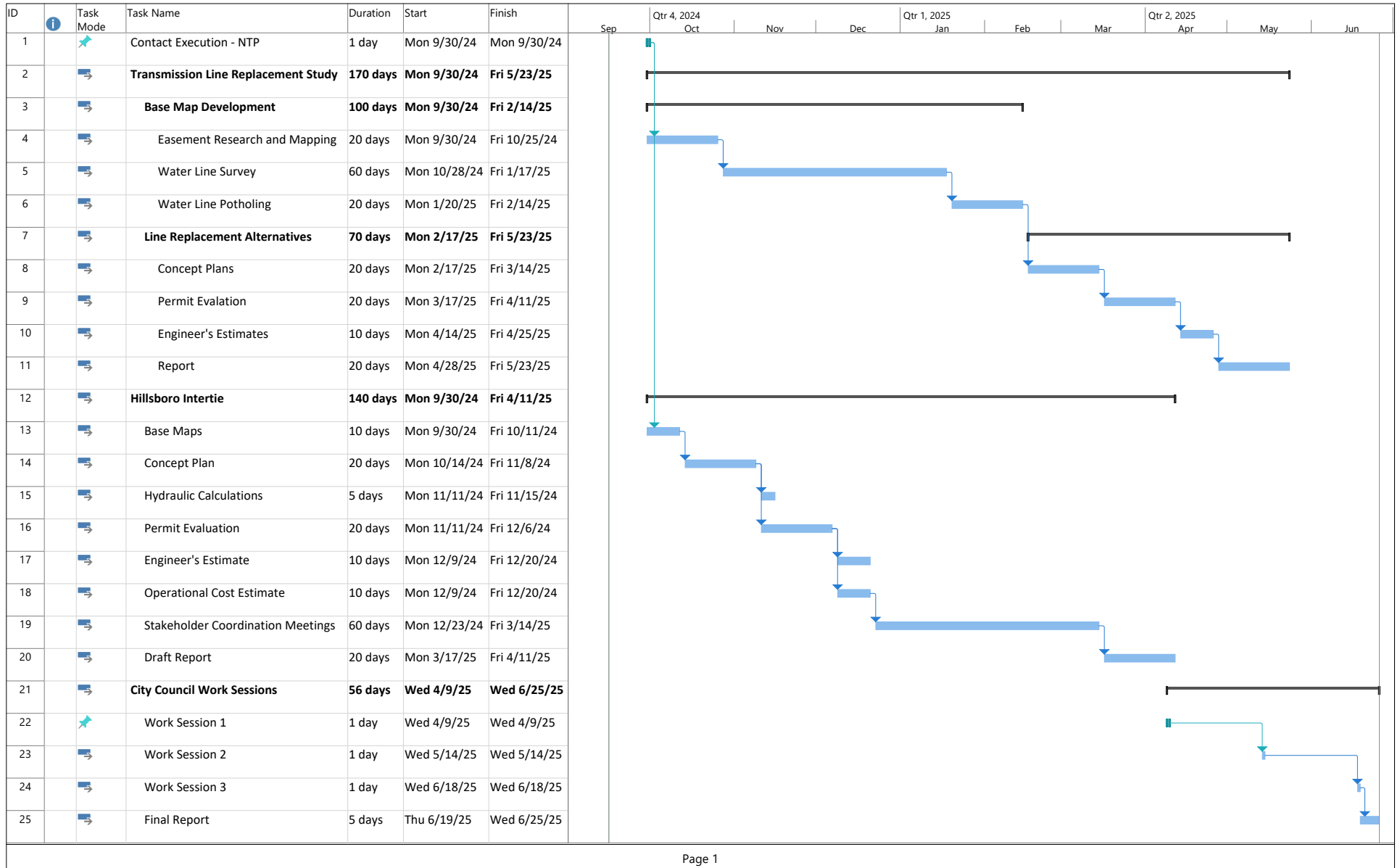
- » Concept plans.
- » Report with supporting documents.

Following completion of both the Transmission Line Replacement and Hillsboro Intertie Studies, AKS will participate in a series of City Council work sessions to inform them of the findings of the studies and work to adopt any required modifications to the City's Capital Improvement Plan (CIP).

Project Schedule

A detailed project schedule is provided on page 14. The transmission line and Hillsboro intertie studies will run in parallel. Our goal is to complete all work associated with this contract by June 30, 2025, to keep the expenses within the current 2024/2025 fiscal year budget. Interim review milestones will occur monthly as individual tasks are completed.

Project Schedule



F. COST CONTROL

Keys to Project Management Success—Meeting Project Goals on Time & within Budget

COMMUNICATION

We believe in a “no surprises” approach and work hard to ensure that the City and other stakeholders are fully informed on the status of their project. A key to our approach will be to set up a standing coordination/project status meeting with the City's project manager at agreed upon intervals. These meetings will provide an opportunity to keep the City updated on project status, dynamically update the project schedule, and openly discuss specific design constraints and streamline decisions rather than waiting for other project milestones. Keeping the City informed is critical to meeting expectations.

SCHEDULE & INFORMATION MANAGEMENT SOFTWARE

AKS uses Microsoft Project, Smartsheet, Newforma, Microsoft Teams, and several other complementary programs to develop schedules, manage data, track invoices, and communicate scheduling requirements to clients and team members. Newforma allows us to manage and document all project correspondence. The team can share information on Newforma, and all emails and conversations are filed and saved with the project. The system allows us to assign tasks to individuals and track progress. This system, combined with regular conversations with our clients, allows us to keep everyone informed and projects on schedule.

STRATEGIC PROJECT SCHEDULES WITH COST CONTROL & VALUE-ADDED STRATEGIES

With ever-increasing material lead times and current cost escalations, it is critical for cost control and budgeting purposes to secure the most competitive bids from quality contractors. Our cost-control strategy includes adding value by (1) providing thorough, accurate, and complete design packages to minimize potential change orders during construction and (2) establishing a strategic project schedule such that any bid opening will be at a time that can attract the most competitive bids possible from quality contractors while ensuring construction can be completed during weather conditions that are favorable for the project. These key components of our cost-control strategy add significant value because construction costs will account for the vast majority of this project. By maintaining a strategic schedule and adjusting as needed based on market conditions and project constraints, the City can expect to realize the most cost-effective project outcome.

QUALITY CONTROL & QUALITY ASSURANCE

AKS takes quality seriously, as we feel that it is our reputation on the line with every deliverable. Every employee at AKS knows that quality is a top priority. To ensure we are consistent and accurate with our deliverables, we have developed a thorough collection of checklists and tools for our employees' use. These checklists ensure that all project elements are completed and that the proper checks and cross-checks are performed. Other jurisdictions have stated that they measure other firms against AKS' high level of quality, and we take pride in maintaining that standard.

IN-HOUSE RESOURCES

The diversity of our in-house resources allows AKS to provide all services needed for this contract with AKS staff. This is a significant benefit to the City and will lead to cost savings by avoiding mark-ups from subconsultant services, and improving the overall efficiency in delivery of the project. The majority of our team members are located in our Tualatin office and work together daily on capital improvement projects. Team meetings and design discussions can happen in-person organically and not be delayed by scheduling conflicts or conflicting work priorities. The AKS team will successfully deliver this project to the City on-time and within the project budget.

PROJECT MANAGEMENT

Every AKS project is overseen by a project manager with at least 10 years of discipline-specific experience who knows how to anticipate and mitigate challenges. Project Manager John Christiansen keeps his projects on schedule and budget by taking full ownership and overseeing every team member to ensure they are working as responsibly and effectively as possible. There are several key elements to our approach that we will bring to your project, including:

- » Carefully assigning team members to our projects based on experience and availability. Our assigned team members are dedicated to the project throughout the entire process to ensure consistency and familiarity from start to finish.
- » Providing seamless continuity if a team member is unable to continue with the project due to leaving the firm temporarily or permanently. If this should occur, our consistent and proven continuity process will ensure a smooth transition that will not negatively affect your project's schedule or budget.

- » Ensuring each team member involved in the project performs self-checks and addresses challenges in a collaborative manner.
- » Maintaining communication with the City's project manager through regular meetings to ensure expectations are met and quality control is retained. Meetings can easily be conducted on the phone, via Zoom, or in person.
- » Using a thorough collection of checklists and tools to ensure nothing is forgotten and that the proper checks and crosschecks are performed.
- » Performing independent reviews intermittently during the life of the project. As the design draws to a close, Project Manager John Christiansen will review the final deliverables for quality assurance and quality control. Final changes will be made and calculations checked prior to delivery.
- » Providing accurate construction cost estimates to our clients through working with local contractors.

G. REFERENCES

References

The heart and soul of AKS is our ability to maintain long-term client relationships. Many of our clients have been with us for well over a decade; some since our inception over 27 years ago. These relationships have been built with care and attention to detail. Every client interaction is an opportunity to build and earn trust. This approach has helped us retain existing clients and brought us new clients through referrals. We are proud of the relationships we have built with our clients, and they have become like family to us.

City of Tualatin B-Level Transmission Main

Mike McCarthy
Principal Transportation Engineer

P: (503) 691-3674

E: mmccarthy@tualatin.gov

Description of work: AKS upsized the City of Tualatin's B-Level Transmission Main from 12 inches to 18 inches. AKS developed full construction plans that included water main design, erosion and sediment control design, and temporary traffic control plans.

Key staff: John Christiansen, Nadia Aazad Dunn, Nick White, Waylon Knight

West Slope Water District (WSWD) Beaverton-Hillsdale Highway Water Main Replacement

Mike Grimm
General Manager

P: (503) 292-2777

E: mgrimm@wswd.org

Description of work: AKS worked on an existing cast iron water line that needed many repairs and needed to be upsized. AKS worked with ODOT to improve the water line and meet all construction and traffic control requirements while meeting the District's needs.

Key staff: John Christiansen, Nadia Aazad Dunn, Nick White, Waylon Knight

Clean Water Services (CWS) Upper Tualatin Interceptor #5 Capacity Improvements

Wade Denny
Principal Engineer

P: (503) 681-3600

E: dennyw@cleanwaterservices.org

Description of work: AKS provided Conveyance Engineering Services associated with the design, survey, geotech investigation, and permitting of the replacement of approximately 4,200 linear feet of existing 27-inch pipe with 42-inch diameter gravity sewer pipe in order to serve the current and future urban growth and urban reserve areas.

Key staff: John Christiansen, Nadia Aazad Dunn, Nick White, Waylon Knight

**Attachments
& Forms**



Attachment 1 - Proposal Form

OFFEROR NAME: AKS Engineering & Forestry, LLC

ADDRESS: 12965 SW Herman Rd Ste 100, Tualatin, OR 97062

TELEPHONE NUMBER: (503) 563-6151 EMAIL: johnc@aks-eng.com WEB SITE: https://www.aks-eng.com

TAXPAYER ID NUMBER: 93-1222759 DATE/STATE OF INCORPORATION: 11-4-1996/Oregon

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: Limited Liability Corporation

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;

2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature:  _____

Print Name: John Christiansen _____

Title: Principal _____

Contact Person (Type or Print): John Christiansen _____

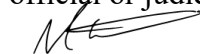
Telephone Number: (503) 563-6151 _____

Email: johnc@aks-eng.com _____

The Offeror will notify the City representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

Attachment 2 - Trade Secret Form

1. I am an authorized representative of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, in response to Request for Proposals C2023-01 Engineering, Design and Construction Management Services for ECWAG and City of Gates ARPA funds for public infrastructure projects and I am familiar with the contents of the RFQ and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.431, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
 - or
 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.



Authorized Representative Signature

Proposer identifies the following information as exempt from public disclosure:

Attachment 3 - Reference Form

Proposer must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

Project Reference #1

Name of Project: B Level Water Main

Project Location: Tualatin, OR

Project Date: August 2021 – August 2023

Firm Name for Contact Person #1: City of Tualatin

Name of Contact Person #1: Mike McCarthy

Telephone Number for Contact Person #1: (503) 691-3674

Email Address for Contact Person #1: mmccarthy@tualatin.gov

Project Reference #2

Name of Project: Beaverton-Hillsdale Highway Water Main Replacement

Project Location: Portland, OR

Project Date: September 2020 - Ongoing

Firm Name for Contact Person #1: West Slope Water District

Name of Contact Person #1: Mike Grimm

Telephone Number for Contact Person #1: (503) 292-2777

Email Address for Contact Person #1: mgrimm@wswd.org

Project Reference #3

Name of Project: Upper Tualatin Interceptor #5 Capacity Improvements

Project Location: Tualatin, OR

Project Date: November 2019 - November 2021

Firm Name for Contact Person #1: Clean Water Services

Name of Contact Person #1: Wade Denny

Telephone Number for Contact Person #1: (503) 681-3600

Email Address for Contact Person #1: dennyw@cleanwaterservices.org

The references will be used to confirm the selection rather than as an evaluation criterion. However, if several proposers are close in the final evaluation, references may be used to select the best evaluated proposer



Project Staffing Plan
City of Yamhill Transmission Line Study
AKS #3940-52

AKS ENGINEERING & FORESTRY, LLC

	Principal In Charge	QA/QC Reviewer	Project Engineer	Engineer Designer	Eng CAD Tech	Project Surveyor	Surveyor	Survey CAD Tech	Survey Crew (Two Person)	Drone Crew (One Person)	Drone Specialist	Sr. Land Use Planner	Land Use Planner	Construction Manager	Construction Inspector	Sr. Natural Resources Manager	Natural Resource Specialist	Natural Resource Tech	GIS Specialist	Technical Editor	Project Coordinator	Direct Costs	ESTIMATED TOTAL COST	SUBTASK TOTAL COST
	\$245.00	\$245.00	\$185.00	\$165.00	\$145.00	\$185.00	\$165.00	\$145.00	\$275.00	\$245.00	\$165.00	\$220.00	\$175.00	\$220.00	\$155.00	\$240.00	\$170.00	\$130.00	\$155.00	\$130.00	\$100.00	1		
Project Tasks & Estimated Personnel Hours																								
Project Management																								\$11,800
Project Management	40																				20		\$11,800	
Transmission Line Replacement Study																								\$154,095
Base Map Development																								\$114,875
Easement Research and Mapping		4	2			8	20	40											2		4	\$5,500	\$18,140	
Water Line Survey		2				12	40	80	120	20	20								4		8		\$63,530	
Water Line Potholing						1	4	8	40												2	\$20,000	\$33,205	
Line Replacement Alternatives																								\$39,220
Concept Plans	8	2	16	30	60																2		\$19,260	
Permit Evaluation	1		4	8							1	3				2	4	6			1		\$5,090	
Engineer's Estimate	1	1	6	12	10									2	8						1		\$6,810	
Report	4	4	12	16																8	2		\$8,060	
Hillsboro Intertie																								\$64,440
Base Maps			2					4											16		1		\$3,530	
Concept Plans	4	2	12	24	40																2		\$13,650	
Hydraulic Calculations	1		6	12																			\$3,335	
Permit Evaluation	2		6	12							2	8				4	8	16			1		\$9,920	
Engineer's Estimate	1		6	12	12									3	16						1		\$8,315	
Operational Cost Estimate	4	2	8	20																			\$6,250	
Stakeholder Coordination Meetings	16		16																		4		\$7,280	
Draft Report	4	2	12	16																8	4		\$7,770	
Final Report	2	2	6	8																6	2		\$4,390	
City Concil Work Sessions																								\$9,500
Work Session 1	8		12																		2		\$4,380	
Work Session 2	4		8																		1		\$2,560	
Work Session 2	4		8																		1		\$2,560	
ESTIMATED PERSONNEL TASK HOURS SUBTOTAL	104	21	142	170	122	21	64	132	160	20	20	3	11	5	24	6	12	22	22	22	59	-	1162	
ESTIMATED PERSONNEL COST SUBTOTAL	\$25,480	\$5,145	\$26,270	\$28,050	\$17,690	\$3,885	\$10,560	\$19,140	\$44,000	\$4,900	\$3,300	\$660	\$1,925	\$1,100	\$3,720	\$1,440	\$2,040	\$2,860	\$3,410	\$2,860	\$5,900	-	\$214,335	
ESTIMATED REIMBURSABLE EXPENSES (AT COST)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$25,500	\$25,500	
CONTINGENCY SERVICES (if needed and authorized)																							\$0	
AKS TOTAL COST ESTIMATE																							\$239,835	

**ENGINEERING SERVICES AGREEMENT
WITH
THE CITY OF YAMHILL, OREGON
FOR
UPPER TRANSMISSION MAIN REPLACEMENT STUDY
PROJECT**

THIS AGREEMENT, made and entered into this _____ day of October, 2024 by and between the City of Yamhill, a municipal corporation, hereinafter referred to as the "City," and AKS Engineering and Forestry, LLC, whose authorized representative is John Christiansen, and having a principal being a registered engineer of the State of Oregon, hereinafter referred to as the "Engineer." The City and the Engineer may be collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the City submitted a Congressional Directed Spending request in 2021 for a Water Treatment Plant to Reservoirs Planning Study. The total cost submitted for the Project was \$240,000. Congress has agreed to earmark federal funds to cover 80% of the cost (\$192,000) of this study, now referred to as the Upper Transmission Main Replacement Study (the "Project"), and the City is responsible for the other 20% (\$48,000); and

WHEREAS, the City's budget provides for the Upper Transmission Main Replacement Study Project; and

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for the Project described in this Agreement, and the Engineer is willing and qualified to perform such services.

THEREFORE, in consideration of the promises and covenants contained herein, the Parties hereby agree as follows:

1. ENGINEER'S SCOPE OF SERVICES

The Engineer shall perform professional engineering services relevant to the Project as specified in the Scope of Work labeled as **Exhibit A** and in accordance with the terms and conditions set forth herein, which is attached hereto and by this reference made a part of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on June 30, 2025. All work under this Agreement shall be completed prior to the expiration.

3. COMPENSATION

City agrees to pay Engineer an amount not to exceed two hundred thirty-nine thousand, eight hundred thirty-five dollars (\$239,835.00) for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

1. Payment by City to Engineer for performance of services under this Agreement includes all expenses incurred by Engineer, with the exception of any expenses identified in this Agreement as separately reimbursable.
2. As compensation for services as described in **Exhibit A**, the Engineer shall be paid at an hourly rate based upon the Schedule of Rates in **Exhibit B** of this Agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. Hourly rates may be increased by Engineer once each calendar year and must be provided to City no less than 30 days prior to the effective date of the new rates.
3. Payment will be made in installments based on Engineer's invoices, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as

of the date of each invoice. Payment terms shall be net 30 days from date of invoice.

4. Payment by City shall release City from any further obligation for payment to Engineer for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

The Parties hereto do expressly agree that the compensation is based upon the Scope of Services provided in **Exhibit A** and is not necessarily related to the estimated construction cost of the Project. In the event that the actual construction cost differs from the estimated construction cost, the Engineer's compensation will not be adjusted unless the Scope of Services changes and such change is authorized and accepted by the City.

5. Only when directed in writing by the City and signed by both Parties as an amendment to this Agreement, the Engineer shall furnish or acquire for the City the professional and technical services based upon a mutually agreeable rate schedule for minor Project additions and/or alterations.
6. The Engineer shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For such purposes, the books of account of the Engineer shall be subject to audit by the City. The Engineer shall complete work and cost records for all billings in accordance with generally accepted accounting principles.
7. The Engineer shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
8. If Engineer fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Engineer, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Engineer. The payment of the claim in this manner shall not relieve Engineer or its surety from obligation with respect to any unpaid claims.
9. Engineer shall make payments promptly, as due, to all persons supplying services or materials for work covered under this Agreement. Engineer shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.
10. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

4. OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

1. The field notes, design notes, and original drawings of the construction plans, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of previously approved reproducible drawings, as diskette in "DWG" or "DXF" format, of the original drawings of the work. The City shall have unlimited authority to use the materials received from the Engineer in any way the City deems necessary. Any use, re-use or alteration of any materials other than as contemplated by the applicable Scope of Services shall be at the City's sole risk, unless written permission has been received from Engineer prior to any such use.
2. The City shall make copies, for the use of and without cost to the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.
3. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer at no additional expense to the City except as provided elsewhere in this Agreement.

5. ASSIGNMENT/DELEGATION

Neither Party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other Party has so consented. If City agrees to assignment of tasks via a subcontract, Engineer shall be fully responsible for the negligent acts or omissions of any subcontractors and of all persons employed by them, and neither the approval

by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. ENGINEER IS INDEPENDENT CONTRACTOR

1. The City's project manager, or designee, shall be responsible for determining whether Engineer's work product is satisfactory and consistent with this Agreement, but Engineer is not subject to the direction and control of the City. Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.
2. Engineer is an independent contractor and not an employee of City. Engineer and City acknowledge Engineer's status as an independent contractor and acknowledge that Engineer is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Engineer to provide services under this Agreement are employees of Engineer and not of City. Engineer acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Engineer is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Engineer under the terms of this Agreement, to the full extent of any benefits or other remuneration Engineer receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Engineer or to a third party) as a result of said finding.
3. The undersigned Engineer hereby represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Engineer, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
4. If this payment is to be charged against Federal funds, Engineer certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.
5. Engineer certifies that it currently has a City of Yamhill business license or will obtain one if required prior to delivering services under this Agreement.
6. Engineer is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNITY

1. The City has relied upon the professional ability and training of the Engineer as a material inducement to enter into this Agreement. Engineer represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Engineer's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Engineer of any responsibility for negligent or wrongful design deficiencies, errors, or omissions.
2. Claims for other than Professional Liability. Engineer shall hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, acts to the extent resulting from or arising out of the negligent activities of Engineer or its subcontractors, sub-consultants, agents or employees under this Agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
3. Claims for Professional Liability. Engineer shall hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent arising out of the professional negligent acts, errors or omissions of Engineer or its subcontractors, sub-consultants, agents or employees in performance of professional services under this Agreement. Any design work by Engineer that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.
4. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against

the City in which the City’s alleged liability results directly from the quality of the professional services provided by Engineer, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City’s alleged liability results from a negligent act or omission by Engineer unrelated to the quality of professional services provided by Engineer.

8. INSURANCE

The Engineer and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. Such insurance shall cover risks arising directly or indirectly out of Engineer's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

The policy or policies of insurance maintained by the Engineer and its subcontractors shall provide at least the following limits and coverages:

1. Commercial General Liability Insurance

Engineer shall obtain, at Engineer's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement and Product and Completed Operations. Such insurance shall be primary and non-contributory. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
Commercial General Liability	\$2,000,000
Commercial General Liability (Each Occurrence)	\$1,000,000

2. Professional Liability

Engineer shall obtain, at Engineer’s expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000 and filed on a “claims-made” form.

3. Commercial Automobile Insurance

Engineer shall also obtain, at Engineer’s expense, and keep in effect during the term of this Agreement Commercial Automobile Liability coverage on an “occurrence” form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

4. Workers’ Compensation Insurance

The Engineer, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement who are subject employers under the Oregon Workers’ Compensation Law shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers’ compensation coverage for their workers that complies with ORS 656.126. This shall include Employer’s Liability Insurance with coverage limits of not less than \$500,000 each accident.

5. Additional Insured Provision

The Commercial General Liability Insurance Policy and Automobile Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

6. Extended Reporting Coverage

If any of the aforementioned liability insurance is arranged on a “claims made” basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 12 months or the maximum time period the Engineer’s insurer will provide such if less than 12 months. Engineer will be responsible for furnishing certification of Extended Reporting coverage as described or continuous “claims made” liability coverage for 24 months following Agreement completion. Continuous “claims made” coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the

effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

7. Notice of Cancellation

There shall be no cancellation, material change, or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City.

8. Insurance Carrier Rating

Coverage provided by the Engineer must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

9. Certificates of Insurance

As evidence of the insurance coverage required by this Agreement, the Engineer shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for Upper Transmission Main Replacement Study Project." The City of Yamhill, its officers, directors and employees shall be added as additional insureds with respects to this Agreement. "Insured coverage is primary" should read in the description portion of certificate.

10. Primary Coverage Clarification

The Parties agree that Engineer's coverage shall be primary to the extent permitted by law. The Parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

Engineer's insurance policy shall not be canceled, or their limits of liability reduced without 30 days prior notice to City. A certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Yamhill
Attn: Finance
PO BOX 9
Yamhill, Oregon 97148

Business Phone: 503.662-3511

Email: k.corrigan@cityofyamhill.com

Such certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided City by mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

The procuring of such required insurance shall not be construed to limit Engineer's liability hereunder. Notwithstanding said insurance, Engineer shall be obligated for the total amount of any damage, injury, or loss to the extent caused by negligence or wrongful acts in the performance of services under this Agreement.

9. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Engineer. If City terminates this Agreement pursuant to this paragraph, it shall pay Engineer for services rendered to the date of termination.

10. TERMINATION WITH CAUSE

1. City may terminate this Agreement effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

- 3) If any license or certificate required by law or regulation to be held by Engineer, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Engineer becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Engineer, if a receiver or trustee is appointed for Engineer, or if there is an assignment for the benefit of creditors of Engineer.

Any such termination of this Agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.

2. City, by written notice of default (including breach of contract) to Engineer, may terminate the whole or any part of this Agreement:
 - 1) If Engineer fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
 - 2) If Engineer fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten business days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Engineer shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (10), Engineer shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Engineer bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of this Agreement by Engineer. Damages for breach of this Agreement shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. NON-WAIVER

The failure of either Party to insist upon or enforce strict performance by the other Party of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. MERGER

This writing is intended both as a final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties.

13. FORCE MAJEURE

Neither City nor Engineer shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the Party so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, pandemic, public health emergency, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the Party so disabled shall within ten days from the beginning of such delay, notify the other Party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

14. NON-DISCRIMINATION

Engineer agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Engineer also shall comply with the Americans with Disabilities Act of 1990, as amended, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

15. EXTRA (CHANGES) WORK

Only the City Engineer or Assistant City Engineer may authorize extra (and/or changed) work. Failure of Engineer to secure authorization for extra or changed work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and Engineer thereafter shall be entitled to no compensation whatsoever for the performance of such work.

16. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

17. COMPLIANCE WITH APPLICABLE LAW

Engineer shall comply with all applicable federal, state, local laws and ordinances, including but not limited to ORS 279B.020, 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated herein. If Engineer is a foreign contractor as defined in ORS 279A.120, Engineer shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Engineer before City issues final payment under this agreement. Engineer shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

18. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this instrument and the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

19. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Engineer as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

20. AUDIT

Engineer shall maintain records to help assure conformance with the terms and conditions of this Agreement, and to help assure adequate performance and accurate expenditures within the Agreement period. Engineer agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to help assure the accurate expenditure of funds.

21. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the Parties when they entered into this Agreement.

22. COMPLETE AGREEMENT

This Agreement and attached exhibits constitute the entire Agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Engineer and City, by the signature of their respective authorized representatives, hereby acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, City and Engineer have caused this Agreement to be executed by their duly authorized undersigned officers on the date hereinabove first written.

CITY OF YAMHILL

ENGINEER

Signature

Print Name & Title

Date

Signature

Print Name & Title

Date

EXHIBIT A
SCOPE OF WORK (SERVICES TO BE PROVIDED)
UPPER TRANSMISSION MAIN REPLACEMENT STUDY PROJECT

PROJECT UNDERSTANDING

The City of Yamhill's (City) Upper Water Transmission Main extends from the City's water treatment plant to the reservoir site. The transmission line was constructed in 1973. The City has experienced frequent leaks and line failures along the transmission line. Furthermore, the precise location of the water main is unknown. The City has also experienced drought conditions several times in the past 10 years which resulted in the City being unable to meet the peak demand of water customers during the summer months. The constraint of the water system is the raw water supply in Turner Creek.

There are two primary objectives of this Project:

1. Review and evaluate methods for replacement of the upper transmission main.
2. Evaluate connection to the City of Hillsboro water system to mitigate the limitations of the City's current water supply.

SCOPE OF WORK

The following services will be provided by AKS Engineering & Forestry, LLC (Engineer) and/or subconsultants needed to support the Project. All work will be completed by or under the supervision of a Professional Engineer (PE) and/or Professional Land Surveyor (PLS) registered in the State of Oregon.

TASK 0 – PROJECT MANAGEMENT

The following Project Management services will be provided:

- Act as a manager of the Engineer's team, including any subconsultants.
- Manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and budget and ensure timely completion of the Project.
- Give prior notice to City, and obtain acceptance from same, before performing work outside the Agreement work scope and thereby Agreement budget amount.
- Ensure full coordination with City staff and be responsive to any email and telephone discussions, in addition to the minimum meetings as listed under various tasks in the scope of work.
- Be in contact with the City frequently enough to ensure a timely City review of deliverables.
- Work with all stakeholders in a responsible manner.
- Organize a kickoff meeting with City staff.
- Prepare all Project related agendas and meeting minutes.

TASK 1 – UPPER TRANSMISSION MAIN REPLACEMENT STUDY

Engineer shall complete the following:

1.1 – Base Map Development

- **Research** – Obtain and review title reports for each property crossed by the transmission line. The purpose of this task is to determine which sections of the transmission line are covered by easements.
- **Survey** - Complete a field survey to tie all water services, water main appurtenances (valves/blow-offs/air vacs) and any known locations of the existing water main based on information provided by the

City. Prior to the field survey the AKS design team will walk and/or drive the entire water main alignment with City staff to assist in locating the water main.

- **Potholing** – Where the location of the line cannot be determined from record drawings or other record information, AKS will subcontract with a vac-ex contractor to pothole the line to locate the precise location of the water main. Information collected during potholing will be incorporated into the survey base map.

1.2 – Concept Plans – Develop concept plans for replacement of the water main. This will include replacing the water main along its current alignment as well as relocating portions of the main to be within the public right-of-way.

1.3 – Permit Evaluation – Prepare a summary of all permits required for the transmission line replacement. This task includes reviewing publicly available National Wetland Inventory data and hydric soil maps to determine the likelihood of regulated wetlands and waters within the construction limits. Anticipated timelines for obtaining permits will be documented in the summary.

1.4 – Engineer’s Estimate - Prepare Engineer’s Estimates for the replacement of the water main. The estimates will include hard costs, as well as soft costs associated with temporary and permanent easement acquisition and design, construction observation and project administration.

1.5 – Report – Prepare a report to summarize the findings tasks 1.1 thru 1.4. The report will include our recommended line replacement alternative. This report can be utilized by the City in seeking outside funding.

Deliverables:

- Survey Map existing transmission line including water services and meters. The survey map will be exported into the City’s GIS database.
- Concept Plans
- Report with supporting documents

TASK 2 – CITY OF HILLSBORO WATER INTERTIE CONCEPT STUDY

During 2021 and 2022 the City of Yamhill’s Water Advisory Committee (YWAC) began discussions with the City of Hillsboro (COH) regarding a potential water intertie which would provide the City of Yamhill a redundant water supply during summer peak demands or water source in the unlikely event of an emergency shutdown of the City’s Water Treatment Plant on Turner Creek. COH is supportive of the concept and Yamhill submitted a letter of intent to COH. The following intertie alternatives were discussed with COH.

1. Mt Richmond Road to Cherry Grove – This alignment follows Mt Richmond Road (a County Road) from NW Pike Road to SW Patton Valley Road; approximately 5-miles. This alignment is the shortest and most direct connection to the COH water system and would allow Yamhill to feed the City’s reservoirs from the COH water supply.
2. Yamhelas Trail (former railroad grade) to Gaston – During initial discussions with COH, the City learned the City of Carlton is also considering a connection to COH water supply. The Carlton alignment follows a former railroad grade, crossing HWY 240 approximately 1,200 linear feet east of Yamhill City limits and extending north to Gaston. This alignment, while nearly 50% longer than the Mt Richmond alignment (7.4-miles total) would supply water to both Yamhill and Carlton, presenting a potential cost sharing opportunity. Furthermore, given the larger regional benefit would likely be more favorable in seeking outside funding.

Engineer shall complete the following:

2.1 Base Maps – Prepare a Project base map based on publicly available tax lot maps, LiDAR contours, wetland and hydric soil maps.

2.2 Concept Plan – Develop concept plans for each alignment.

2.3 Hydraulic Calculations – Prepare hydraulic calculations for line sizing and preliminary pump station designs.

2.4 Permit Evaluation - Prepare a summary of all permits required for the transmission line replacement. This task includes reviewing publicly available National Wetland Inventory data and hydric soil maps to determine the likelihood of regulated wetlands and waters within the construction limits. Anticipated timelines for obtaining permits will be documented in the summary.

2.5 Engineer’s Estimate - Prepare Engineer’s Estimates for the replacement of the water main. The estimates will include hard costs, as well as soft costs associated with temporary and permanent easement acquisition and design, construction observation and project administration.

2.6 Operational Cost Estimates – Prepare estimates for long-term operational costs associated with rate charges for obtaining water from COH.

2.7 Stakeholder Coordination Meetings – Participate and meetings with City of Carlton to discuss concept plans and opportunities for cost share. Meet with Yamhill County who owns the abandoned railroad grade. Meet with City of Hillsboro to review concept plan and discuss process for Intergovernmental Agreement (IGA) necessary to allow for the connection to their water system.

2.8 Report - Prepare a report to summarize the findings tasks 2.1 thru 2.7. The report will include our recommended line replacement alternative. This report can be utilized by the City in seeking outside funding.

Deliverables:

- Concept Plans
- Report with supporting documents

TASK 3 – CITY COUNCIL WORK SESSIONS

Following completion of both the Transmission Line Replacement (Task 1) and Hillsboro Intertie (Task 2) Studies, Engineer will participate in a series of City Council work sessions to inform them of the findings of the studies and work to adoption of any required modifications to the City’s Capital Improvement Plan.

Deliverables:

- Concept Plans
- Report with supporting documents
- Presentation Materials

EXHIBIT B
SCHEDULE OF RATES



CONTEST INFORMATION

Here's How It Works . . .

First, each mayor promotes a **local contest** by the same name to select one local winner in each of the three categories:

- **Elementary School** (grades 4 -5) – Poster (Photo of poster can be PNG, JPEG, or PDF files)
- **Middle School** (grades 6 – 8) – Essay (Word, PowerPoint, or online essay format)
- **High School** (grades 9 – 12) – Digital Media Presentation (MP4 or online video format)

Examples of winning entries from previous years for each category can be viewed at www.oregonmayors.org. Additional instructions for each of the categories are also available on the website.

Each mayor can design the local contest as they decide but do be aware of **the deadline of April 5, 2024** for the statewide competition. A sample flyer and entry form will be sent electronically to each city's manager/administrator/recorder and mayor for customization and reproduction in August 2023.

Ideas for Local Contests

- Identify local prizes to be awarded by the city and paid for by the city for the local winners. Mayors are encouraged to identify local sponsors for additional exposure and prizes.
 - Cash award or gift card
 - Lunch with the mayor and/or shadow the mayor for a day
 - Article in local newspaper, city newsletter and/or city's website
- Increase participation in the contest by promoting it in a variety of ways.
 - City newsletter
 - Local newspapers
 - Visiting local schools
 - Announcing at city council meetings
 - Announcing at local service club meetings (Chamber, Rotary, etc.)
 - Youth organizations such as the scouts and after school programs

Statewide Competition Rules & Parameters

Once your local contest is complete, submit no more than one winner from each category – elementary, middle and high school (three total) – to Angela Speier at OMA by the **deadline of April 5, 2024** to be eligible for the **statewide competition**.

- Previous statewide winners may participate, but are not eligible to receive a prize in the same category they have previously won in. However, they are eligible to receive a prize in a new category.
- One person per entry.
- Local winning submissions **must be received by April 5, 2024** to be considered in the statewide competition.
- Statewide winners are determined by OMA's Student Contest Selection Committee, comprised of mayors from across the state.
- The mayors of students who win in the statewide competition will be notified in May 2024. It is the responsibility of the mayor to notify the winners. The mayors of students who do not win will not be notified.
- First-place statewide winners and their parent(s) will be recognized at an awards luncheon held during the **OMA Summer Conference in Klamath Falls at the Running Y Ranch on July 20, 2024**. Staff will contact parent(s) of statewide winners in June to arrange travel to the conference.
- Prizes for first, second and third-place winners of the statewide competition are dependent on funding available. Prizes in 2023 included \$500.00 for first-place winners, \$300.00 for second-place winners and \$100.00 for third-place winners.
- First-place winners will be recognized by a press release sent to the local media, acknowledgement in the OMA quarterly newsletter and on the OMA website.
- Posters and other statewide contest entry materials become the property of the OMA when submitted.

Local winning submissions may be emailed
by **April 5, 2024** to Angela Speier | aspeier@orcities.org
OMA, 1201 Court St. NE #200 Salem, OR 97301

Questions? Contact Angela Speier at (503) 540-6599 or aspeier@orcities.org

MEMORANDUM

TO: Yvette Potter, Mayor
Yamhill City Council

FROM: Walt Wendolowski, Contract City Planner

SUBJECT: SB1537

DATE: October 3, 2024

I. BACKGROUND

The Oregon Legislature adopted Senate Bill 1537 (SB 1537) in 2024, and the Governor signed it into law on May 6, 2024. The bill is part of an ongoing effort by the state to address the critical issue of affordable housing.

II. DISCUSSION

Previous efforts focused establishing requirements for middle housing (HB 2001), addressing housing production and capacity (HB 2003), and accessory dwelling unit provisions and requiring clear and objective standards for siting needed housing (SB 1051). Per DLCD communication, "...the bill will make meaningful progress in addressing the current housing shortage while preserving Oregon's land use system and ensuring strong environmental protections." You may find a particularly good summary of SB 1537 here:

[DLCD One-Page Fact Sheet Word Template \(oregon.gov\)](#)

The Fact Sheet is twenty-one pages but does provide a summary outline implementation through a series of questions.

The critical parts of the bill include the following:

- A. The bill establishes the Housing Accountability and Production Office (HAPO). The Department of Land Conservation and Development (DLCD) and Department of Consumer and Business Services (DCBS) Building Codes Division (BCD) will jointly operate this Office. The Office is effectively a clearing house assisting communities, planners, and developers in understanding and applying state housing laws, and coordinate with other agencies regarding housing production.
- B. Regulations require communities to approve certain adjustments to housing plans for affordable housing projects. For example, a developer may increase the building height up to 20% of the maximum allowable height if the building is part of such projects. The regulations clearly define "affordable housing" (includes single, middle, and multifamily housing) and the application must still comply with specific

decision criteria outlined by provisions in the bill. The regulations allow up to ten adjustments for each project. Again, the fact sheet goes into greater detail as to how to interpret adjustment application. One other note, the authority may allow greater than the allowable adjustments (e.g., a 25% building height increase instead of 20%) but must follow the local decision criteria.

As an interesting side note, these regulations sunset in 2032. For this reason, a jurisdiction has the option to adopt the regulations by resolution and not through an ordinance amendment. Regardless, how adopted (or even whether adopted) the state provisions will apply beginning January 1, 2025.

- C. Consistent with previous legislation, limited land use decisions will now include the following: replats, property line adjustments, and nonconforming use requests. A limited land use decision is one made at the staff level with a right of appeal to a hearings officer or planning commission. Currently, state law identifies partitions, subdivisions, and site plan reviews for permitted uses as limited land use decisions.

There are other minor changes, such as awarding attorney fees and a one-time urban growth boundary expansion for affordable housing, but the key focus is on the above items.

III. CITY OF YAMHILL IMPACTS

SB 1537 will impact the City. Briefly:

- A. HAPO is an additional bureaucracy that will have funding capabilities. I am also hoping the Office can take a lead in addressing the critical issue of infrastructure support for new housing, something sorely lacking in our current land use program. Otherwise, HAPO will be a resource for the community.
- B. Regardless of whether we amend our Code or adopt a resolution, allowing adjustments for affordable housing may be a factor. These are more administrative in nature and limited only to those projects designed for affordable housing. For Yamhill, these are likely to be rare, but that is supposition based on current residential development patterns. As a note, the current housing consultants may wish to address these options and provide a recommendation to the City.
- C. Provisions on limited land use decisions will require Code amendments. Currently, the Planning Commission reviews all subdivisions and partitions, certain property boundary adjustments, and site development reviews. The City will need to amend the Development Code to ensure these are staff level decisions with the right to appeal. The City is currently reviewing provisions in Title 11 (Land Divisions) so this is the appropriate time to make the changes.

Regarding site development reviews – e.g., the gas stations – these too must also be staff level decisions. However, consistent with SB 1051, this requires clear and objective standards. The consulting team considering new downtown design standards will need to take this into account.

SB 1537 is part of a series of recent legislation that is emphasizing the creation of more affordable housing. This current bill requires communities to provide greater latitude in design standards and siting requirements to reduce costs. As a final note, revisions in the awarding of attorney fees makes it clear: if a city denies an affordable housing project and the Land Use Board of Appeals (LUBA) overturns the decision, the city may be liable for the applicant's attorney fees.

Land Division Regulations

From Walt Wendolowski [REDACTED]
Date Mon 9/30/2024 12:12 PM
To Shelley Reimer [REDACTED]

External (walt@wjwtplan.com)

[Report This Email](#) [FAQ](#) [Protection by INKY](#)

Shelley

The state recently passed **SB1537** which alters how certain types of land use regulations must be reviewed as limited land use decisions. A limited land use decision is made at the staff level, based on clear and objective standards, with an opportunity to appeal the staff decision to the planning commission (or hearings officer).

The changes include property boundary adjustments, replats, and certain non conforming types of applications. In addition, current state regulations require subdivisions and site development review applications to be limited land use decisions - again, staff level decisions.

The City Code currently does not fully comply with state law, but I suspect that given the limited staff resources at the City (and state agencies) and the limited number of applications, compliance with the regulations was not an issue. However, this issue will likely come up as the state reviews the land division regulation amendments. For this reason, the current work on Title 11 will need to be expanded a bit to incorporate this material. Some of the changes I am working on already comply with adopted state law, although additional time is needed to incorporate the remaining changes. I am hoping with the reduction in current applications the additional time will fit within the current budget. I will certainly remain cognizant of that going forward.

One other note, **SB1537** requires the City to grant certain adjustments to residential development as part of an overriding goal of promoting affordable housing. Included in these changes is a specific list of approval criteria. I will contact Steve Faust

regarding SB1537. This will also impact how we review downtown development as site plans (again) must be reviewed on the staff - not Commission - level.

Walt Wendolowski, Planning Consultant



MEMORANDUM

TO: Yvette Potter, Mayor
Yamhill City Council

FROM: Walt Wendolowski, Contract City Planner

SUBJECT: NFIP-ESA Regulations

DATE: October 3, 2024

I. BACKGROUND

As the result of a Biological Opinion issued by the National Marine Fisheries Service (NMFS), the Flood Emergency Management Agency (FEMA) will require communities to demonstrate how floodplain development is compliant with the Endangered Species Act.

FEMA anticipates creating a Final Implementation Plan by 2026 following the Record of Decision in the Environmental Impact Statement (EIS) process, implementing the plan in 2027. Until then, interim regulations will require communities to begin taking action to protect habitat and achieve “no net loss.” Effectively, no net loss means development within the special hazard area cannot result in a net loss of habitat.

II. DISCUSSION

There is a long chain of events that led to proposed regulation changes:

- A. In 2009, the Portland Audubon Society, and several environmental groups in Oregon, sued FEMA, settling in 2010, and agreeing to consultations regarding the effects of the NFIP on threatened and endangered species and their critical habitat.
- B. In April 2016, NMFS issued their Biological Opinion (BiOp) for Oregon, concluding FEMA's implementation of the National Flood Insurance Program (NFIP) jeopardizes the protect the habitat of several fish species of fish and the Southern Resident killer whales.
- C. Original deadline for action (not requiring regulatory change) in response to the BiOp was 2018 (extended to 2021). For the record, the regulatory changes for Oregon impact 30 of the 36 counties and 230 NFIP participating communities.
- D. In October 2021, FEMA issued its Draft Implementation Plan. The Draft Plan focuses on preserving and restoring three main floodplain functions:
 - Flood storage - limit new fill or require compensatory flood storage to offset any new fill.
 - Water Quality - limit new impervious surface and heightened stormwater

requirements.

- Riparian Vegetation - restrict removal within 170-feet of a water feature. Preserving these functions would require restricts future land divisions in floodplain and allowance for one unit per existing parcel to avoid takings claims.
- E. In March 2023, FEMA began the National Environmental Protection Agency (NEPA) process to evaluate the impacts of the Draft Plan and prepare an EIS. The anticipated final documents would be prepared by early 2025.
- F. Issues with the Draft Plan:
- Consultation between FEMA and NMFS - but resulting requirements imposed on state and local governments.
 - No regulatory basis for the proposed requirements; FEMA has declined to go through rulemaking.
 - FEMA eager to shift the burden to local governments irrespective of whether the new standards work with existing Oregon policies and laws.
 - Unclear whether NMFS will accept FEMA's Implementation Plan
 - Communities who decline to adopt the new standards are removed from the NFIP.
 - Result: Property owners who rely on NFIP for flood insurance required by their mortgages will be in default Community will not qualify for federal disaster assistance
- G. In response to pressure from lawsuit filed by the Northwest Environmental Defense Center and the Center for Biological Diversity, FEMA abandoned its commitment to completing the EIS, requiring instead "Pre-Implementation Compliance Measures" (PICM). NFIP participating communities in Oregon must select a PICM option by Dec. 1, 2024. These options include:
- Adopting a model ordinance that considers impacts to species and their habitat and requires mitigation to a no net loss standard,
 - Choosing to require a habitat assessment and mitigation plan for floodplain development on a permit- by-permit basis, or
 - Prohibiting floodplain development in the Special Flood Hazard Area.
- H. Proposed model ordinance "No Net Loss" standards include:
- No Net New Fill in areas of the floodplain that could be fish habitat.
 - No Net New Impervious Surface in the floodplain.
 - If no net increase in impervious surface is "not feasible," impose restrictive stormwater management standards.
 - No Net Loss of trees 6" dbh or larger in the floodplain.
 - Exceptions: Normal maintenance of roads, utilities, levees, and other structures (e.g., re-roofing or replacing siding), routine agricultural and silviculture practices. Exception does not include expansion of paved areas.

I. PICM issues and concerns:

- PICMs exceed FEMA's legal authority and address issues outside the scope of the NFIP.
- By implementing the PICMs before completing environmental review under NEPA, FEMA is violating federal law and its commitment to Oregon's 230 NFIP communities.
- FEMA is forcing implementation of the PICMs without first evaluating their environmental consequences or hearing from the public or NFIP-participating communities.
- PICMs were announced with no warning and no involvement from State or local authorities.
- Any of the PICM options will be devastating to housing production, economic development, critical infrastructure, and other community development in the floodplain.
- FEMA's model ordinance is untested and is not even publicly available at this point (except as a draft).
- In the near term, the PCIM may force smaller communities with few resources to prohibit all new development in floodplains, compromising community vitality.

III. CITY OF YAMHILL IMPACTS

Oregon's Governor is actively pursuing a "time-out" so the state can properly implement the program with the appropriate input and minimal impact on participating NFIP communities. Yamhill, like every other affected community, is effectively on hold, awaiting resolution to this matter before going forward.

Staff indicated to the state we are likely to adopt a model ordinance as opposed to simply banning development in the floodplain. However, until code adoption, there is an expectation that after December 4, 2024, the City will be reviewing floodplain development permits on a case-by-case basis to ensure there is no net loss in critical habitat. I am not sure how to accomplish that feat. In the meantime, we will continue to follow events with the hope that logic and cooler heads will prevail.

Congress of the United States
Washington, DC 20515

August 22, 2024

The Honorable Deanne Criswell
Administrator
Federal Emergency Management Agency
500 C St. SW
Washington, D.C. 20024

Dear Administrator Criswell,

We are writing to reiterate concerns about the Federal Emergency Management Agency's (FEMA) proposed strategy to implement changes to the National Flood Insurance Program (NFIP) in Oregon, specifically regarding a new compliance requirement that communities need to select Pre-Implementation Compliance Measures (PICMs) well before FEMA makes final recommendations. NFIP is a life-saving federal program, and its administration and changes must be undertaken with the utmost care and evenhanded judgment.

All of our offices have heard serious concerns from small business leaders, local elected officials, affordable housing advocates, and economic development groups. We want to emphasize that the implementation of permitting programs is carried out primarily at the local level, and the leaders in the affected communities have valuable insights. FEMA must lead by listening to and working collaboratively with local and state officials to craft policies that can be implemented effectively and sustainably.

Our offices have heard significant concerns from these communities about the decision to abruptly cease processing Letters of Map Revision – Based on Fill (LOMR-F) and Conditional Letters of Map Revision – Based on Fill (CLOMR-F) on August 1st, 2024, with little to no notice. The timing of this action leaves communities scrambling to comply with FEMA's plan to reach compliance with the National Marine Fisheries Service's (NMFS) 2016 Biological Opinion ("BiOp") and its Reasonable and Prudent Alternatives (RPAs).

We do not doubt the necessity of enhanced conservation efforts, including protection of Oregon's declining salmon population. The worsening wildfire intensity and smoke pollution is also an urgent reminder of the scale of the climate crisis. Communities across the state share these concerns and the fundamental drive to protect the unique environment in which we live.

We respectfully request that you make several key changes to FEMA's revised timeline. We ask that FEMA provide an additional 90 days for Oregon jurisdictions to consider the three proposed "Pre-Implementation Compliance Measures," changing the December 1st, 2024 selection date to

March 1st, 2025. Accordingly, the automatic adoption of the permit-by-permit PICM should also be delayed until at least March 1st, 2025 and accompanied by collaborative action with the state to demonstrate compatibility with state land use law.

Additionally, FEMA should develop a pathway for continued review of LOMR and CLOMR cases during this period as it finalizes its Environmental Impact Statement. The pause to these processes initiated on August 1st was not sufficiently noticed to communities and future timeline changes should be announced with significantly greater notice. If applicants need additional consultation and technical assistance, FEMA should make staff available to assist.

We also request that you fully consider the State of Oregon's request that FEMA add a pathway for the state to develop and adopt a statewide regulatory package that achieves compliance with the "no net loss" standard. Allowing state agencies with the staff and expertise to develop a policy that is consistent statewide would reduce capacity and cost burdens for local governments and simplify integration of any new requirements with existing state land use law.


Finally, we request a written explanation of the decision-making process that led to the PICM taking effect well before the completion of the Environmental Impact Statement. Providing community members with a clear understanding of this process is key to maintaining transparency and demonstrating consistency with the NEPA process.

We remain committed to a collaborative path forward that responds to the dual imperatives of economic stability and environmental preservation. We appreciate FEMA's shared commitment to these goals and thank you for your full and fair consideration of our concerns. For any questions, please contact Espen Swanson in Congresswoman Bonamici's office at Espen.Swanson@mail.house.gov; Ree Armitage in Senator Ron Wyden's office at Ree_Armitage@wyden.senate.gov; Gustavo Guerrero in Senator Jeff Merkley's office at Gustavo_Guerrero@merkley.senate.gov; Olivia Wilhite in Congresswoman Val Hoyle's office at Olivia.Wilhite@mail.house.gov or Alexander O'Keefe in Congresswoman Andrea Salinas' office at Alexander.OKeefe@mail.house.gov.

Sincerely,


Suzanne Bonamici
Member of Congress


Ron Wyden
United States Senator



Jeffrey A. Merkley
United States Senator



Val Hoyle
Member of Congress



Andrea Salinas
Member of Congress



Earl Blumenauer
Member of Congress



TINA KOTEK
GOVERNOR

September 26, 2024

The Honorable Deanne Criswell, Administrator
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20024

Dear Administrator Criswell:

I am writing to convey the State of Oregon's concerns related to FEMA's National Flood Insurance Program (NFIP) and Biological Opinion (BiOp) efforts in the State of Oregon. The BiOp has a long and storied history in our state, and we share FEMA's perspective on the importance of protecting public safety and threatened species. However, FEMA's lack of public process in the development and implementation of the current set of interim measures will cause more harm than benefit to our communities, in particular many coastal and rural communities. I have asked my natural resources agencies to identify possible pathways forward, and the State offers three recommendations:

First, FEMA's imposed deadline of December 1, 2024, for local decision-making is impractical because Oregon cities and counties engage their elected officials and constituents in transparent and fact-based decision-making processes. Those processes are impossible to align with a deadline of just a few months. **I respectfully request that FEMA pause its work on pre-implementation compliance measures (PICM) that it abruptly announced on July 15, 2024, and return to the work of crafting long-term measures to modernize the National Flood Insurance Program.**

Second, the State stands ready to assist our local partners in their compliance work and reiterates its May 5, 2023, offer to deploy already-existing state programs such as land use planning, stormwater permits, habitat restoration, wetlands mitigation programs, and technical assistance grants for these purposes. I recognize that federal partners, including FEMA, the National Marine Fisheries Service (NMFS), and the National Oceanic and Atmospheric Administration (NOAA) may view these State programs as helpful but not yet complete in their depth or coverage for purposes of the BiOp. **I invite FEMA to join our agencies for a discussion on how best to continue efforts that started in the implementation planning process to identify gaps in existing State programs and pathways for moving forward to address how the State of Oregon can effectively address those within a collaborative framework.**

254 STATE CAPITOL, SALEM OR 97301-4047 (503) 378-3111 FAX (503) 378-8970

WWW.GOVERNOR.OREGON.GOV

Administrator Criswell
September 26, 2024
Page 2

In Oregon, we place a premium on community engagement and collaborative design that is too often overlooked as an effective vehicle to support and assist with the implementation of federal program objectives if given the opportunity and time to contribute. **I respectfully ask that FEMA engage more fully in deliberative dialogue with my agencies in order to craft the best solutions possible for public safety and species protection. With your agreement, I will support the convening of such a process with the appropriate representatives of different interests so that together we can chart a durable and implementable path forward.**

Given the current timing of proposed implementation, my staff will be reaching out to discuss this approach with you next week. Thank you for your consideration of these recommendations.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina Kotek". The signature is fluid and cursive, with the first name "Tina" being more prominent than the last name "Kotek".

Governor Tina Kotek

cc: The Honorable Rick Spinrad, Administrator, NOAA
Members of the Oregon Congressional Delegation

**BEFORE THE YAMHILL PLANNING COMMISSION
Planning File DCA 24-03**

In the Matter of the)
Application of) 1. Code Amendment – Exterior Lighting
City of Yamhill)

ORDER OF RECOMMENDATION

I. NATURE OF THE APPLICATION

This matter comes before the Yamhill Planning Commission on the application of the City of Yamhill to amend Title 10 of the Municipal Code regarding the establishment of Exterior Lighting regulations.

II. GENERAL INFORMATION

A. Location

The proposed amending language affects all nonresidential property and uses in the City.

B. Background Information

The City seeks to amend the Yamhill Municipal Code by establishing new regulations for exterior lighting for commercial, public, and other non-residential uses. Exhibit “A” includes the proposed language.

III. PUBLIC HEARING

A. Planning Commission Action

On August 26, 2024, the Planning Commission conducted a public hearing on the application. At the conclusion of the hearing, the Planning Commission voted to recommend City Council approval of the amendments, finding the proposal complied with all applicable decision criteria in Title 10 of the Yamhill Municipal Code.

B. City Council Action

The Yamhill City Council will conduct a second public hearing on the request at a date and time to be determined.

IV. FINDINGS OF FACT-GENERAL

The Yamhill Planning Commission, after careful consideration of the testimony and evidence in the record, adopts the following general Findings of Fact:

- A. The applicant is the City of Yamhill.
- B. The application affects all nonresidential property and uses in the City.
- C. The City seeks to amend the Yamhill Municipal Code by establishing new regulations for exterior lighting for commercial, public, and other non-residential uses. Exhibit "A" includes the specific language.
- D. The Commission recommendation shall be based on provisions in the Yamhill Development Code; Section 10.132.060 to Section 10.320.100.

V. APPLICATION SUMMARY

- A. During the months of April, May, and June 2024, the Planning Commission conducted work sessions addressing exterior lighting. The Commission, at the July meeting, agreed to proceed with the adoption process focusing on regulations for non-residential activities and potentially consider expanding the requirements at a future date.
- B. The regulations will create a new chapter - Chapter 10.66 Exterior Lighting Standards. Exhibit "A" includes the proposed language for the Commission's consideration. The City submitted this language to the Department of Land Conservation and Development (DLCD) for their review, and as of the date of the Commission hearing, the DLCD did not submit comments. Further, the City did not receive written comments, nor testimony at the hearing.
- C. The following briefly summarizes the material found in Exhibit "A:"
 - 1. (A) Purpose. The purpose statement is all inclusive and incorporates the concerns initially outlined by the Commission. The intent of the code is to control the obtrusive aspects of excessive and careless outdoor lighting.
 - 2. (B) Guiding Principles. This section "backs-up" the purpose statement by providing guidelines for establishing the standards in this Chapter. These are not criteria but provide a basis for why the City chooses to adopt the lighting standards.
 - 3. (C) Definitions. This is the definition section. Terms used in 10.66 will be found here and also placed in Chapter 10.08 (Definitions).
 - 4. (D) Applicability. Unless otherwise exempted, the standards in this Chapter are limited to commercial, industrial, and public uses; except for holiday

lighting, there are no restrictions for residential uses. Existing nonconforming lighting must conform to the requirements within six (6) months of the regulation's effective date.

5. (E) General Requirements. This section includes general requirements that apply to all lighting.
 - a. (1) Fully Shielded. All light fixtures shall be fully shielded, designed, and installed to prevent light trespass and glare.
 - b. (2) Maximum Brightness. This item limits the brightness for any one lamp to 1,500 lumens.
 - c. (3) Canopy and Eave Lighting. Recessed lighting is required for canopies and eaves and limited to the bottom surface of the structure.
 - d. (4) Exterior Display. The lights must be full cut-off, 20-foot maximum height and not produce glare.
 - e. (5) Parking Lot Lighting. Parking lot lighting shall be downcast, fully shielded, with strict limits on light trespass.
 - f. (6) Lighting Curfew. This section places a curfew on business lighting - when the business closes, the lights go out. An additional hour is permitted to open or close a business and regulations do not apply to 24-hour operations or provisions for security lighting.
 - g. (7) Security Lighting. Security lighting must be shielded and turned off after five minutes.
 - h. (8) Color. The Correlated Color Temperature (CCT) shall not exceed 3,000 Kelvins.
 - i. (9) Publicly Owned Lighting. Publicly owned lighting must conform to the requirements for businesses, including streetlights located in the public right-of-way.
6. (F) Signage. The illuminated surface area of an individual sign cannot exceed 50 square feet, and lighting must be downcast and fully shielded.
7. (G) Prohibitions. The regulations prohibit the use of lasers, searchlights, upward pointing lights, blinking/flashing lights, and external neon lights, including such lighting located within a building and visible from a public street. Neon lighting is limited to trim. Exemptions include lighting the U.S. flag at night and emergency situations.
8. (H) Exemptions. Existing lights are exempt but must eventually conform. This section includes provisions on string lights. Decorative lighting and lighting for special events is exempt, as are lighting the U.S. flag, athletic fields (with limits), temporary lighting (e.g., outdoor concert), and lighting needed for emergencies.
9. (I) Existing Nonconforming Lighting. Existing outdoor light fixtures are exempt but must conform to the regulations within six (6) months of the

effective date. Conformance also applies to replacement lights and the requirements a land use decision may include compliance with the regulations as a condition of approval.

10. (J) Lighting Plan Required. Finally, development, including building permits, will require a lighting plan.

D. In addition to establishing Chapter 10.66, the proposal amends Chapter 10.08 (Definitions) by incorporating the definitions in 10.66(C). Further, the amendments eliminate references to “festoon lighting” under the sign regulations.

VI. FINDINGS

A. Section 10.132.060 notes that any amendment to the text shall be initiated by the governing body or by the Planning Commission. Consistent with this requirement, the Commission initiated the proposed text amendment with concurrence of the City Council.

B. Section 10.132.070 states the Planning Commission shall conduct a public hearing for a proposed Comprehensive Plan amendment and shall submit a recommendation to the City Council. The City Council shall then conduct a public hearing on the proposed Comprehensive Plan amendment. If the decision of the Council is contrary to the Planning Commission’s decision, the Council shall refer the proposal back to the Planning Commission for further review. The Planning Commission and Council must make written findings of its decision, and if the Council approves the amendment, such action shall be confirmed by resolution.

FINDINGS: The amendment will follow the above noted procedure. The purpose of the August 26 hearing was to review the request and for the Planning Commission to provide a recommendation to the City Council.

C. Section 10.132.080 outlines the application procedures, noting it must be filed in accordance with the provisions of Chapter 10.128 of this title.

FINDINGS: The amendment application complies with the above noted requirements.

D. Section 10.132.090 identifies the required findings (i.e., decision criteria) to support a proposed amendment. The Planning Commission and City Council shall analyze the following points and, in a written form, incorporate such findings in its decision:

1. 10.132.090(A) - That there is a public need for a Comprehensive Plan amendment.

FINDINGS: The Commission recognized the potential impact of unrestricted lighting. The Commission therefore determined that

establishing a consistent set of regulations to be beneficial to the community.

2. 10.132.090(B) - That there was an error in the original Comprehensive Plan.

FINDINGS: In this case, the Commission, through several public work sessions, identified potential impacts of unrestricted lighting due to a lack of consistent regulations.

3. 10.132.090(C) - That there is a need to change the currently adopted Comprehensive Plan.

FINDINGS: As noted, a change in the Code is necessary to address the identified need.

4. 10.132.090(D) - That there is an inadequacy of other comparatively planned and/or zoned land currently available to satisfy the public need.

FINDINGS: This subsection does not apply as the proposal does not alter existing zoning.

5. 10.132.090(E) - That the property proposed to be changed is the best property available for the Comprehensive Plan amendment.

FINDINGS: This subsection does not apply as the proposal does not alter existing zoning.

6. 10.132.090(F) - That the proposed Comprehensive Plan amendment is in conformance with all statewide goals, and any applicable street, highway, and/or utility plans for the area.

FINDINGS: The proposed exterior lighting regulations address specific design and aesthetic concerns of the City and do not conflict with the statewide land use goals. Further, the DLCD did not submit comments in opposition to the amendments.

7. 10.132.090(G) - That the proposed property is adequate in size and shape to facilitate those uses allowed in the proposed zone upon adoption of the Comprehensive Plan amendment.

FINDINGS: This subsection does not apply as the proposal addresses changes to exterior lighting regulations and does not change allowed uses within the various zones.

8. 10.132.090(H) - That the proposed property is properly related to streets

and highways to adequately serve the type of traffic that will be generated by the uses in the proposed zone upon adoption of the Comprehensive Plan amendment.

FINDINGS: This subsection does not apply as the proposal addresses changes to exterior lighting regulations and does not change allowed uses within the various zones and therefore associated traffic impacts. However, restricting certain types of lighting (e.g., strobe lights, glare producing lights) will have a positive impact on traffic safety.

9. 10.132.090(I) - That the proposed Comprehensive Plan amendment will have no adverse effect on abutting property or the permitted uses thereof.

FINDINGS: The Commission considered potential impacts of exterior lighting for commercial uses, and the proposed regulations include provisions to regulate brightness, hours of operation, and similar limitations.

- E. Section 10.132.100 notes the amendments shall be effective upon the passage of the ordinance by the City Council changing the Plan. This is a procedural matter that applies if the Council approves the changes.
- F. The City determined the establishment of a consistent set of regulations for exterior lighting to be beneficial to the community. The language sets limits as to brightness, hours of operation, and limiting impacts on adjacent property.

VII. DECISION AND RECOMMENDATION

Based on the above findings, the Planning Commission finds the proposal complies with the applicable decision criteria and hereby recommends City Council approval of the proposed text amendments contained in Exhibit "A."

VIII. CITY COUNCIL HEARING

This Order appears as a matter of record. A separate hearing will be held before the Yamhill City Council on a date and time to be determined.

APPROVED BY A 5:0 VOTE OF THE YAMHILL PLANNING COMMISSION ON THE 26TH DAY OF AUGUST 2024.

DATED at Yamhill, Oregon, this 28th day of August 2024.

SIGNED: Ken Moore 8/28/2024
Ken Moore, Chair Date

ATTEST: Angie Fowler 8/28/2024
Angela Fowler, City Recorder Date

EXHIBIT "A"
Proposed Development Code Amendments

10.66 Exterior Lighting Standards

- (A) Purpose. The purpose of these lighting standards are to conserve energy to the greatest extent possible; promoting traffic and pedestrian safety; minimizing glare, light trespass, obtrusive lighting, and light pollution; and preserving the dark sky of the natural nighttime environment. Further, it is the intent of this code to control the obtrusive aspects of excessive and careless outdoor lighting while preserving, protecting, and enhancing the lawful nighttime use and enjoyment of all property; to preserve the quality of life for residents; and to aid property owners and occupants in bringing nonconforming lighting into compliance with this code.
- (B) Guiding Principles. The standards in this Chapter are based on the following guiding principles and are not mandatory approval criteria:
- (1) Useful. Only use light when needed. All light should have a clear purpose, with consideration about how light will impact neighbors, wildlife, and their habitats.
 - (2) Targeted. Target light fixtures so that light falls only where required. Shielding and careful aiming of the light beam to target its direction downward should be employed to prevent spill beyond immediate lighting needs.
 - (3) Low Level. Lights should be no brighter than necessary, using the lowest light level possible. Consider reflective surfaces that will amplify light and direct light into the sky or neighboring properties.
 - (4) Controlled. Provide lighting only when needed. Controls such as timers or motion detectors should be employed to ensure that light is available when needed, dimmed when possible, and turned off when not needed.
 - (5) Color. Prefer the use of warmer color lights where possible.
- (C) Definitions.
- ANSI**. American National Standards Institute.
- Bulb. The component of the fixture that produces light.
- Canopy. A covered structure open to the elements, with at least one side open for pedestrian and/or vehicular access.
- Correlated Color Temperature (CCT)**. A specification of the color appearance of the light emitted by a lamp, relating its color to the color of light from a reference source when heated to a particular temperature, measured in kelvins (K).
- Dark Skies Lighting Standards**. The provisions of this Chapter 10.66.
- Downcast**. Directing the light only down toward the ground and in which the fixture shield is parallel with the level ground (see Figure 1).
- Effective Date**. Thirty (30) days from City Council adoption of the regulations.
- Fixture**. The complete lighting assembly that houses the lamp or lamps together with everything required to control and distribute the light output. The terms "fixture" and "luminaire" are interchangeable.

Foot-candle. A measurement of light intensity. One foot-candle has sufficient light to saturate a surface having an area of one square foot with one lumen of light.

Fully shielded. A light fixture that allows no direct emission of light above a horizontal plane passing through the lowest light-emitting part of the light fixture (see Figure 1).

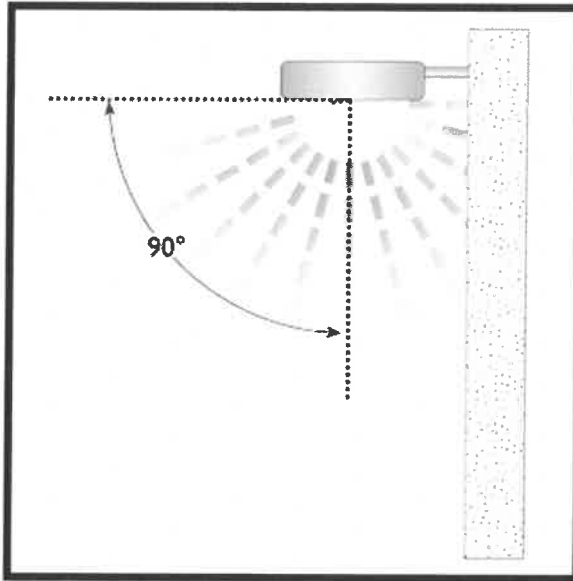


Figure 1.

Glare. Stray unshielded light in the field of view that is brighter than the level to which the eyes are adapted and may result in: (a) nuisance or annoyance such as light shining into a window; (b) discomfort causing squinting of the eyes; (c) disabling vision by reducing the ability of the eyes to see into shadows; and (d) reduced visual acuity.

IES. Illuminating Engineering Society.

Illuminance. Describes the amount of light falling onto or illuminating a given surface.

Kelvin. A measurement unit (abbreviated "K") used to describe the correlated color temperature of a light source. This specification gives a description of the "warmth" or "coolness" of a light source. typically ranges from 2,000K (warm) to 5,000K (cool).

Lamp. The specific component of a light fixture that emits light.

Laser Source. Any lamp that employs light amplification by stimulating emission of radiation to produce highly monochromatic and coherent light.

Light Trespass. A condition in which light emitted directly by a light fixture shine beyond the property lines of the property containing the fixture. This means that a person standing on any other property sees the light-emitting source directly. Light trespass does not include indirect reflection or scattering of light from mounting hardware or any other surfaces.

Light Fixture. A device that includes the lamp, the ballast or driver, internal wiring, reflectors, lens, and any additional components required to deliver light. It does not include the pole or other mounting surface.

Low Lumen. Describes a light fixture whose total light output does not exceed 300

lumens.

Lumen: The International System of Units (SI) measure of luminous flux equal to the amount of light emitted per second into a unit solid angle of one steradian from a uniform source of one candela. the international unit of measurement is used to quantify the amount of light produced by a lamp or emitted from a fixture. For the purposes of this code, measurements in lumens shall refer to "initial lamp lumens" as rated by the manufacturer when the lamp is new, as listed on the packaging.

Luminance: The amount of light that passes through, emitted, or reflected from a particular area, and that falls within a given solid angle.

Motion Sensor. A device that detects physical movement within the sensor's local environment, activates a light, and uses a timer to turn off the light.

Net acre. The portion of any property that is developed, consisting of structures and/or hardscape. The net acreage of a property is the gross acreage of that parcel less any acres that are considered undeveloped.

Outdoor Lighting. Temporary or permanent lighting equipment installed outside the building envelope, whether attached to poles, building structures, the earth, or any other location. For this Chapter, indoor fixtures that are intended to light something outdoors are considered outdoor lighting.

Replacement. The installation of a new lighting fixture or luminaire in place of a pre-existing fixture. Replacement does not mean the changing of light bulbs or lamps with same or lower output. All replacements must comply or continue to comply with this chapter.

Seasonal Lighting. means temporary lighting installed and operated in connection with holidays, traditions, or local festivals.

Searchlight. An apparatus that combines an extremely bright source with a mirrored parabolic reflector to project a powerful beam of light of approximately parallel rays in a particular direction, constructed so that it can be swiveled, and often used to draw the attention of the public to a place or event.

String Lights. Electric lights on a wire, string, or cable and used as decoration or for outdoor lighting.

Street Lighting. Permanent outdoor lighting owned and maintained by a municipality or other public agency or private enterprise and specifically intended to illuminate streets and highways for automotive vehicles and may also incidentally light sidewalks and adjacent private property.

Temporary Lighting. Lighting intended for uses which by their nature are of limited duration, such as civic events or construction projects.

Uplighting. Any lighting directed in such a manner as to shine light above the horizontal plane.

- (D) Applicability. The lighting standards in this Chapter are applicable to lighting for commercial and industrial uses, and publicly owned and operated uses. Existing nonconforming lighting must conform to the requirements in subsection (I). These standards are in addition to applicable provisions of the Building Code and Electrical Code, and other provisions of Title 10 including Chapter 10.64 (Signs).

- (E) General Requirements. All non-exempt outdoor lighting fixtures shall meet the following requirements:
- (1) Fully Shielded. Unless subject to an exception, all light fixtures shall be fully shielded and otherwise designed and installed to prevent light trespass and glare. Uplighting is prohibited.
 - (2) Maximum Brightness. The maximum lumens of any lamp shall not exceed 1,500 lumens.
 - (3) Canopy and Eave Lighting. Lighting levels under eaves and canopies shall be adequate to facilitate the activities taking place in such locations.
 - (a) Lighting fixtures mounted on canopies and/or eaves shall be designed, constructed, or installed so the lens cover is recessed from the bottom surface (ceiling) of the canopy or shielded by the fixture or the edge of the canopy/eave.
 - (b) Lights shall not be mounted on the top or sides (facias) of the canopy/eave and the sides (facias) of the canopy/eave shall not be illuminated.
 - (4) Exterior Display and Sales Areas. Lighting levels on areas used for exterior display and/or sales areas shall be subject to the following:
 - (a) Lighting fixtures shall be full cut-off fixtures.
 - (b) Fixtures shall be mounted no more than 20 feet above grade.
 - (c) Fixtures shall not create glare on adjacent streets, highways, or properties, and shall not create light trespass on nearby and abutting properties.
 - (d) Exterior display/sales areas shall be illuminated only when the establishment is open for business unless motion sensing devices are installed.
 - (5) Parking Lot Lighting. Parking lot lighting shall be downcast, fully shielded and shall not exceed a threshold of allowable light trespass of 0.1 foot-candle at the property line.
 - (6) Lighting Curfew. In all non-residential zones all exterior lighting, including signs, shall be extinguished either by 10 P.M.; or within one (1) hour of the close of normal business hours; or at the conclusion of usual operations, whichever occurs later. The use of such lighting may resume one (1) hour before sunrise (or opening of business for the property, whichever is earlier) of the following day. Businesses whose normal operating hours are twenty-four (24) hours per day are exempt from this provision.
 - (7) Security Lighting
 - (a) All security lighting fixtures shall be fully shielded, comply with lighting standards, and be directed only onto the designated area, and not illuminate other areas.
 - (b) Sensor activated security lights shall automatically turn off within five minutes after being activated if no additional motion, light, or infrared radiation is detected.
 - (c) Security lights shall not be installed or attached to public utility or streetlight poles.

- (8) Color. The Correlated Color Temperature (CCT) shall not exceed 3,000 Kelvins.
 - (9) Publicly Owned Lighting. Publicly owned lighting (including streetlights located in the public right-of-way) shall be fully shielded, complying with the color limits in subsection (E)(8) of this section. All outdoor light fixtures on property or buildings owned and operated by public agencies shall be fully shielded, unless exempt under subsection (H) of this section, and adaptive controls and curfews must be employed.
- (F) Signage. Unless otherwise permitted in Chapter 10.64 (Signs), all lighting must be downcast and fully shielded. The external illuminated surface area of any one sign shall not exceed 50 square feet.
- (G) Prohibitions.
- (1) Laser Source Light. The use of laser source light or any similar high intensity light for outdoor advertising or entertainment.
 - (2) Searchlights and Strobe Lights. The use of searchlights or strobe lights for purposes other than public safety or emergencies.
 - (3) Upward-pointing light fixtures. All light fixtures must be downcast including illumination of signs, landscaping, flags (except the U.S. and state flags, if flown on the same flagpole), and other items.
 - (4) Blinking and Flashing Lights. Any lighting that is flashing, blinking, rotating, chasing, or rapidly changing in color or intensity, except for traffic control fixtures, those used for public safety or emergencies, and seasonal holiday lights. This prohibition applies to lights located within a building and visible from an adjacent public street.
 - (5) Externally Affixed Neon Lighting. Externally affixed neon lighting, except as a trim element that surrounds windows, doors, or building edges when located on building façades that face street frontages. Such lighting must not include flashing, intermittent or rotating lights.
- (H) Exemptions. Notwithstanding anything herein to the contrary, the following forms of lighting are exempt from the standards in this Chapter.
- (1) Existing Nonconforming. Nonconforming lighting, subject to subsection (I) of this section.
 - (2) String Lights. These lights are subject to the following standards:
 - (a) All installations of string lighting shall employ lamps that do not flash or flicker and whose individual output does not exceed 100 lumens.
 - (b) String lights shall consist only of white light sources with a CCT not to exceed three thousand (3,000) Kelvin.
 - (c) String lights are exempt from the downcast and full shielding requirements of subsection (E) of this section.
 - (d) The above limitations do not apply to holiday lighting.
 - (3) Holiday Lighting. Holiday lighting shall only be allowed between October 15 and January 15, provided such lighting does not create glare on adjacent streets or adjacent or nearby properties.

- (4) Special Events. Events that require the use of temporary outdoor light fixtures are exempt if the exemption does not exceed five (5) days for a particular property in any calendar year; however, permanent installations special event venues must conform to these standards.
 - (5) Flags. Lighting for U.S. flags properly displayed (consistent with the U.S. Flag Code).
 - (6) Government Authority. Lighting under the authority of the Oregon Department of Transportation or required by Federal or State laws or regulations.
 - (7) Athletic Fields. Athletic field lighting meeting the following conditions:
 - (a) Field lighting is provided exclusively for illumination of the surface of play and viewing stands and not for any other applications.
 - (b) Illuminance levels must be adjustable based on the task (e.g., active play vs. field maintenance).
 - (c) Lights must be extinguished by 10:00 pm local time or one hour after the end of play, whichever is later.
 - (d) Timers must be installed to prevent lights being left on accidentally overnight.
 - (8) Temporary Lighting. Except for permitted security lighting, lighting for theatrical, television, performance areas, and construction sites shall be turned-off within one hour after the end of operations.
 - (9) Emergencies. Lighting only used under emergency conditions.
 - (10) Landscaping. Low voltage landscape lighting not exceeding 200 lumens per fixture and aimed so that glare is not visible from adjacent properties.
- (I) Existing Nonconforming Lighting. Outdoor light fixtures lawfully installed and operable prior to the Effective Date are exempt from all such requirements, except as follows:
- (1) Compliance. All lighting must conform to the requirements of this Chapter within six (6) months after the Effective Date.
 - (2) Replacement. Any replacement or modification to nonconforming outdoor lighting must comply with these standards.
 - (3) Condition of Approval. All nonconforming outdoor lighting must comply with the requirements in this Chapter as a condition of land use approval involving a Conditional Use or Development Review.
- (J) Lighting Plan Required. All applications involving the construction of new buildings, expansion of existing structures, or building permits must include lighting plans showing location, type, height, color temperature, lumen output and amount of all proposed and existing light fixtures, along with light fixture cut sheets from the manufacturer. The applicant must provide enough information to demonstrate compliance with these standards. The City may request any additional information necessary or appropriate to evaluate compliance with these standards.

10.08. Definitions

All definitions contained in proposed Section 10.66(C) shall be included in Section 10.08.010 – Definitions.

10.64 Signs

Amend Section 10.64.110(C) by eliminating reference to “festoon lighting:”

(C) Pennants, streamers, ~~festoon lighting~~, banners, inflatable signs including blimps and/or hot or cold air balloons except as provided by this chapter. Nothing contained in this section shall be construed to prohibit the display of the flag of the United States, the State of Oregon or other political subdivision;



YAMHILL POLICE DEPARTMENT



**PO BOX 09
YAMHILL OR 97148
(503)662-3511**

To:		Yamhill City Council	
From:		Greg Graven	
Subject:		Police Statistics September 2024	

Police Statistics:

Number of Calls/Activity:		288	
Number of Case Reports:		14	
Number of Arrests:		05	
Number of Municipal Court Citations:		73	
Number of Warnings:		218	
Number of Circuit Court Citations:		21	
Citizen Calls for Service		30	
Officer Initiated Contacts		120	

Hours Worked:

Greg Graven		134	
Travis Van Cleave		149	
AJ Miller		183	
Chris Livingston		105	

Miles Driven:

Greg Graven		632	
Travis Van Cleave		920	
AJ Miller		1589	
Chris Livingston		176	



YAMHILL POLICE DEPARTMENT

**PO BOX 09
YAMHILL OR 97148
(503) 662-3511**



Yamhill Police Department September Staff Report for City Council

Date: 10/01/2024

Yamhill Police Department:

Greg Graven

- Respond to Calls for Service/Work Seatbelt Grant
- Use of Force Review 24YP0112
- Pursuit Review 24YP0116
- Vision Reports/Case Files/CAD Inform August/ONIBRS August/LEEP Use of Force August/LEEP Suicide Data August LEEP LEPC COLECT August/Monthly Staff Report August
- Fuel Cloud Reports/ Updates to Fuel Cloud App
- Microsoft 365 Invoices
- Patrol First Day of School
- Yamhill County Radio Advisory Updates
- Family Justice Center Committee Updates
- OSP CJIS Firearms Records Request Check/ Records Requests/ DA's Office Evidence Request
- Coordinate Meeting for Yamhill County Radio Advisory with Gustavo Guerrero Rep for Office of U.S. Senator Jeff Merkley
- Work w/ ISOsource Kevin Watkins, James Grow, Dell Yamhill County IT on FortiClient NetMotion VPN Solution, DUO two factor authentication & Computer Issues
- HB 4002 Deflection Program
- ONIBRS OUCR Mapping Updates
- Trauma Informed Care Training Bend
- Citizen Contact Individual w/ a Warrant Referred to YCOM Dispatch YCSO
- Lexipol Policy Manual Updates/Lexipol DTB's
- City Ordinance Complaint E Azalea Street/N Hemlock Street W-1
- Call OSP Follow Up on Case
- Call NW Pike Road Belt Road. Theft of Mail Referred to YCSO W-1
- Call Memory Lane. Loose Pigs Referred to YCSO W-1

- Use of Force Pursuit Review w/ 841 Van Cleave 24YP0112/ Pursuit Review w/ 841 Van Cleave 24YP0116
- HB 4002 Search & Seizure Training Webinar Yamhill County DA's Office
- 2024 Annual Transportation Safety Conference ODOT w/ Kim Steele Spirit Mountain Casino Grand Ronde
- Call Suspicious Activity N Olive Street W-1
- Payroll 09/01/2024 to 09/14/2024
- Call Suicide Attempt POH YC High School N Maple COS POH Willamette Valley Medical Center Case# 24YP0124 R-1
- LEA Meeting Carlton Civic Center
- Budget Documents
- CradlePoint Equipment w/ Day Wireless
- Axon Taser Equipment
- Pro Laser III Equipment
- HB 4002 Subcommittee Meeting McMinnville PD
- Set Up on New Utility Billing Ampstun
- YC Overdose Fatality Review Team Meeting
- Fire Extinguisher Checks w/ Riley Coleman Little Fire Equipment
- OCMDI Case Review Fire Death Investigations Dr. Sean Hurst
- Welfare Check E 2nd Street W-1
- Meeting w/ Brightside Electric re: Security Camera System @ Beulah Park, Public Works and Maple Street//Main Street
- Yamhill PD Monthly Meeting

Corporal Travis Van Cleave

- 09/01 YPD Case 24YP0114 DWS Misd @ Hwy 47 MP 34
 - YPD Case 24YP0116 Pursuit
 - Vehicle Crash Westside/Donnelly
- 09/02 Follow up 24YP0002
- 09/05 Circuit Court 24YP0008
 - YPD Case 24YP0118 Criminal Misch/Harassment
- 09/13 DUII Grant
 - Search and Seizure Update
 - CJIS Training/Updates
 - DUII Grant
 - Reckless Driver Hwy 47 MP 35
- 09/14 AOA YCSO Spanish Translation on Durham Rd
 - AOA Yamhill Fire Medical Adcock Rd
 - DUII Grant
- 09/15 Distracted Driving Grant
 - Area check Beulah Park (Admonish Transients) YPD Case 24YP0122
 - Trespass Beulah Park,

- 09/16 Distracted Driving Grant
 - Complaint about bus dropping child off W1
 - Reckless Driver Stop @ Main/Olive
 - ATL Unknown problem Hwy 47/Cove Orchard S1
- 09/20 Follow up 24YP0101
 - Subpoena Service
 - AOA OSP Crash Hwy 47, Courtesy transport to FG
 - Distracted Driving Grant
- 09/21 Welfare Check Oakridge Rd W1
 - Smoke Check under bridge Oakridge Rd W1
 - AOA YCSO Barricaded Subject W8
 - AOA WCSO Gaston W8
 - Distracted Driving Grant
- 09/22 YPD Case 24YP0126 Seized plates on traffic stop
 - Cover YCSO Dopp Rd/North Valley
 - Distracted Driving Grant
- 09/23 Distracted Driving Grant
- 09/28 YPD Case 24YP0127 DUII @ Hwy 47/Cove Orchard
 - AOA YCSO Domestic on Westside
 - DUII Grant
- 09/29 LEELI Conference-Bend
- 09/30 LEELI Conference-Bend
- Calls: 17
- Contacts: 116
- Cite/Arr: 61
- Warn: 118

Officer Adam Miller

- MCAT Multi-Disciplinary Child Abuse Team Meeting
- Warrant Attempt Hwy 47
- Active Shooter Critical Incident Training McMinnville High School
- Medical Call W Dahlia Street
- Agency Assist YCSO Disturbance Hwy 47
- YC High School Football Game
- Domestic Disturbance Call S Redwood Street Case# 24YP0120
- Traffic Stop DWS Misdemeanor Case# 24YP0121
- Follow up on Case# 24YP0119
- Info call. Resident is putting dog down with .22 because its suffering. Wanted to let the PD know
- Agency Assist YCSO Motor Vehicle Crash Kuehne Road//Kinney Road
- Trauma Informed Care Training Bend
- WRAP Restraint Instructor Training

- Working on the Accreditation
- Motor Vehicle Crash. Hit and run on Maple Street. Case# 24YP0121 Found on Oak Ridge Road
- Agency Assist YCSO. Welfare check Pike Road //Rockyford Road. Community Outreach Services
- Agency Assist YCSO. Motor Vehicle Crash. Albertson Road
- Medical Call YC High School
- YC High School. Football Game
- Disturbance Civil Dispute
- Seatbelt Grant
- Civil Dispute. Issues with trying to evict roommate,
- Agency Assist YCSO. Motor Vehicle Crash Hwy 47//Merchant Road
- Agency Assist YCSO. Motor Vehicle Crash Hwy 47//Cove Orchard Road

SRO Officer Chris Livingston

- The school year has started off very busy. I've been involved in a level one threat assessment that went on to a level 2 assessment.
- We have also had several medical emergencies due to one student.
- Aside from that I killed a large spider for the City Hall Staff :)
- I have worked several hours of traffic grant time and been making our presence known at the schools and around town.

Officer Andrew McMullen

- No Report. On leave down range.

Greg Graven
Chief of Police

YAMHILL COUNTY DINNER
GOING FOR GOLD

HOSTED BY LAFAYETTE, OREGON

N O V E M B E R 6 T H , 2 0 2 4
6 : 0 0 P M

Lafayette Fire Station
Corner of Market and 4th

Parking available in the lot adjacent on Market and 4th, next door at city hall or street parking. Please note event held in the station bays. Due to location alcohol will not be served.

D I N N E R , F E L L O W S H I P ,
P R E S E N T A T I O N ,
D O O R P R I Z E S A N D M O R E

Join us for a scrumptious taco bar featuring our well loved Abastos, dessert and beverages too. Hear about Lafayette's historical past and how it relates to the Gold Rush presented by our very own author, Sheri King and stay for city updates and door prizes of the best "liquid gold" of the Yamhill Valley.

\$ 3 5

RSVP Kennedeer@ci.lafayette.or.us

RSVP due by October 25th.

*Checks made payable to City of Lafayette. PO Box 55 Lafayette, Oregon 97127
Please RSVP with number and names of guests*

Doors open at 5:30pm

Dinner served promptly at 6:00pm

