



City of Yamhill
A small taste of Oregon

Council Meeting Packet

April 10, 2024

6:30 p.m.

**General Fund
Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
General Revenues					
4100	Beginning Budget Balance	0.00	0.00	312,103.00	0.00%
4932	Business License	325.00	325.00	500.00	65.00%
4902	Cigarette Taxes	638.25	638.25	1,500.00	42.55%
4915	Dog License Revenue	154.50	154.50	500.00	30.90%
4925	Franchise Fees	62,403.54	62,403.54	55,000.00	113.46%
4944	Grant - ODOT DUII	1,617.72	1,617.72	4,000.00	40.44%
4942	Grant - ODOT Seat Belt	1,032.12	1,032.12	3,500.00	29.49%
4943	Grant - ODOT Speed	5,143.75	5,143.75	4,000.00	128.59%
4945	Grant -ODOT Distracted Driving	3,066.05	3,066.05	3,500.00	87.60%
4952	Interest Income	18,055.28	18,055.28	9,363.00	192.84%
4962	Land Use Fees	6,950.00	6,950.00	15,000.00	46.33%
4903	Liquor Taxes	17,794.82	17,794.82	19,500.00	91.26%
4913	Miscellaneous Income	9,566.54	9,566.54	1,000.00	956.65%
4928	Municipal Court Fees	16,725.16	16,725.16	20,000.00	83.63%
4924	Municipal Court Fines	43,125.02	43,125.02	50,000.00	86.25%
4941	Municipal Court Training Assmt	912.00	912.00	1,000.00	91.20%
4951	National Night Out	0.00	0.00	1,500.00	0.00%
4961	Park Fees	725.00	725.00	1,200.00	60.42%
4914	Police Misc. Income	8,437.92	8,437.92	7,000.00	120.54%
4922	Police Service Fee	23,168.50	23,168.50	29,000.00	79.89%
4950	Police SRO-Yamhill/Carlton SD	11,250.00	11,250.00	10,000.00	112.50%
4901	Previously Levied Taxes	8,218.11	8,218.11	11,000.00	74.71%
4900	Property Tax Revenue	384,911.05	384,911.05	470,113.00	81.88%
4904	State Revenue Sharing	11,996.32	11,996.32	15,000.00	79.98%
4923	Towing Fees	0.00	0.00	100.00	0.00%
	General Revenues Totals	\$636,216.65	\$636,216.65	\$1,045,379.00	
	Revenue	\$636,216.65	\$636,216.65	\$1,045,379.00	
	Gross Profit	\$636,216.65	\$636,216.65	\$1,045,379.00	

Expenses

Administrative Dept

6103	Admin Clerk	5,549.38	5,549.38	8,415.00	65.95%
6110	Admin Part-Time	4,161.64	4,161.64	6,020.00	69.13%
6325	Ads & Printing	184.56	184.56	2,500.00	7.38%
6300	Attorney/Legal Fees	628.50	628.50	15,000.00	4.19%
6301	Audit Fees	1,875.00	1,875.00	10,000.00	18.75%
6412	Building Maintenance	6,471.66	6,471.66	3,000.00	215.72%
6335	Christmas Decorations	774.25	774.25	1,000.00	77.43%
6101	City Administrator	2,483.30	2,483.30	29,982.00	8.28%
6102	City Clerk	6,843.60	6,843.60	9,180.00	74.55%
6306	Contract Services	9,218.37	9,218.37	14,000.00	65.85%
6305	Dues, Travel, Training	2,367.93	2,367.93	2,000.00	118.40%
6334	Emergency Services	0.00	0.00	1,000.00	0.00%
6309	Janitorial Services	350.00	350.00	2,600.00	13.46%
6202	Liability Insurance	10,591.50	10,591.50	9,000.00	117.68%
6252	Miscellaneous Expense	443.87	443.87	750.00	59.18%
6328	Office Supplies	1,199.86	1,199.86	2,500.00	47.99%
6200	Operations & Maint	8,514.30	8,514.30	7,000.00	121.63%
6120	Payroll Expense	17,642.41	17,642.41	38,441.00	45.89%

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
6329	Postage	210.66	210.66	400.00	52.67%
6795	Reserve for Contingencies	14,865.00	14,865.00	91,145.00	16.31%
6521	Reserve Transfer (ACER Reserve)	11,000.00	11,000.00	11,000.00	100.00%
6210	Utilities	9,164.27	9,164.27	10,304.00	88.94%
6032	Website/IT	61,194.79	61,194.79	12,000.00	509.96%
Administrative Dept Totals		\$175,734.85	\$175,734.85	\$287,237.00	
City Council					
6332	Community Support Services	500.00	500.00	2,000.00	25.00%
6305	Dues, Travel, Training	1,500.46	1,500.46	2,500.00	60.02%
6252	Miscellaneous Expense	737.35	737.35	1,000.00	73.74%
6328	Office Supplies	4.20	4.20	0.00	0.00%
City Council Totals		\$2,742.01	\$2,742.01	\$5,500.00	
Municipal Court					
6103	Admin Clerk	2,219.78	2,219.78	3,366.00	65.95%
6250	Assessments	14,676.95	14,676.95	20,000.00	73.38%
6300	Attorney/Legal Fees	0.00	0.00	300.00	0.00%
6224	Bail Refunds	665.00	665.00	500.00	133.00%
6102	City Clerk	15,968.48	15,968.48	21,420.00	74.55%
6310	Court Interpreter	900.00	900.00	1,200.00	75.00%
6305	Dues, Travel, Training	1,001.94	1,001.94	2,000.00	50.10%
6311	Municipal Judge	2,250.00	2,250.00	3,000.00	75.00%
6328	Office Supplies	121.84	121.84	500.00	24.37%
6200	Operations & Maint	1,141.49	1,141.49	2,000.00	57.07%
6120	Payroll Expense	13,598.66	13,598.66	19,770.00	68.78%
Municipal Court Totals		\$52,544.14	\$52,544.14	\$74,056.00	
Park Dept					
6200	Operations & Maint	10,090.04	10,090.04	3,000.00	336.33%
6113	Part-Time Help PW	4,724.61	4,724.61	8,741.00	54.05%
6120	Payroll Expense	1,187.01	1,187.01	9,151.00	12.97%
6523	Reserve Transfer (Park)	7,500.00	7,500.00	7,500.00	100.00%
6401	Trees	4,214.00	4,214.00	4,000.00	105.35%
6210	Utilities	953.46	953.46	1,500.00	63.56%
6109	Utility Worker I	313.50	313.50	5,136.00	6.10%
6108	Utility Worker II	276.36	276.36	2,652.00	10.42%
Park Dept Totals		\$29,258.98	\$29,258.98	\$41,680.00	
Planning Dept					
6103	Admin Clerk	7,399.20	7,399.20	3,366.00	219.82%
6325	Ads & Printing	1,789.75	1,789.75	1,000.00	178.98%
6101	City Administrator	130.54	130.54	0.00	0.00%
6303	City Planner	8,660.00	8,660.00	7,000.00	123.71%
6306	Contract Services	51,637.32	51,637.32	10,000.00	516.37%
6305	Dues, Travel, Training	0.00	0.00	200.00	0.00%
6328	Office Supplies	79.20	79.20	100.00	79.20%
6120	Payroll Expense	5,936.47	5,936.47	13,108.00	45.29%
6114	Planning/ City Administrator	214.37	214.37	5,000.00	4.29%
Planning Dept Totals		\$75,846.85	\$75,846.85	\$39,774.00	
Police Dept					
6304	911 YCOM Dispatch	8,652.64	8,652.64	19,000.00	45.54%
6300	Attorney/Legal Fees	0.00	0.00	3,100.00	0.00%
6305	Dues, Travel, Training	3,598.51	3,598.51	4,100.00	87.77%
6221	Equipment/Maintenance	3,866.18	3,866.18	4,750.00	81.39%
6337	Fuel	8,874.94	8,874.94	12,000.00	73.96%

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
6333	Investigation Expenses	1,023.40	1,023.40	1,100.00	93.04%
6202	Liability Insurance	15,387.53	15,387.53	14,000.00	109.91%
6252	Miscellaneous Expense	11.05	11.05	550.00	2.01%
6253	Miscellaneous Grant Expenses	0.00	0.00	1,000.00	0.00%
6977	Mobile Data Computers	0.00	0.00	3,000.00	0.00%
6336	National Night Out Expense	705.00	705.00	2,000.00	35.25%
6117	ODOT Grant Payroll	5,919.62	5,919.62	15,000.00	39.46%
6328	Office Supplies	2,418.64	2,418.64	2,300.00	105.16%
6115	Overtime	2,579.81	2,579.81	3,000.00	85.99%
6120	Payroll Expense	113,065.14	113,065.14	200,682.00	56.34%
6254	Peer Support Expense	0.00	0.00	150.00	0.00%
6104	Police Chief	77,468.52	77,468.52	99,500.00	77.86%
6122	Police Corporal	56,963.30	56,963.30	76,100.00	74.85%
6331	Police Equipment	3,793.43	3,793.43	9,200.00	41.23%
6976	Police Radios	0.00	0.00	800.00	0.00%
6404	Policy & Procedure Manual	2,097.14	2,097.14	2,100.00	99.86%
6106	Reserve Officer	6,999.72	6,999.72	10,000.00	70.00%
6522	Reserve Transfer (PD Vehicle)	15,000.00	15,000.00	15,000.00	100.00%
6327	Resource Materials	132.70	132.70	1,050.00	12.64%
6107	Traffic Officer	49,240.63	49,240.63	66,200.00	74.38%
6330	Uniform Allowance	1,361.35	1,361.35	3,350.00	40.64%
6210	Utilities	4,156.57	4,156.57	3,100.00	134.08%
6405	Vehicle Lease	12,850.00	12,850.00	15,000.00	85.67%
6027	Vehicle Maintenance	16,713.34	16,713.34	10,000.00	167.13%
Police Dept Totals		\$412,879.16	\$412,879.16	\$597,132.00	
Expenses		\$749,005.99	\$749,005.99	\$1,045,379.00	
Revenue Less Expenditures		(\$112,789.34)	(\$112,789.34)	\$0.00	
Net Change in Fund Balance		(\$112,789.34)	(\$112,789.34)	\$0.00	

Fund Balances

Beginning Fund Balance	297,298.79	297,298.79	0.00	0.00%
Net Change in Fund Balance	(112,789.34)	(112,789.34)	0.00	0.00%
Ending Fund Balance	184,509.45	184,509.45	0.00	0.00%

Report Options

Fund: General Fund

Period: 7/1/2023 to 6/30/2024

Detail Level: Level 1 Accounts

Display Account Categories: Yes

Revenue Reporting Method: Actual - Budget

Expense Reporting Method: Actual - Budget

Budget: General Fund Master

Display Subtotals: No

Water Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance		0.00	400,000.00	0.00%
4952	Interest Income	22,032.97	22,032.97	12,000.00	183.61%
4964	Merkley Grant		0.00	192,000.00	0.00%
4913	Miscellaneous Income	14,765.18	14,765.18	8,000.00	184.56%
4965	Rock Damn Income	100,000.00	100,000.00	100,000.00	100.00%
4940	Security Deposits	2,651.32	2,651.32	5,000.00	53.03%
4960	Users Fees	571,738.85	571,738.85	558,685.00	102.34%
	Revenue	\$711,188.32	\$711,188.32	\$1,275,685.00	
	Gross Profit	\$711,188.32	\$711,188.32	\$1,275,685.00	
Expenses					
Requirements					
6442	3rd Street Project	187,515.66	187,515.66	185,000.00	101.36%
6103	Admin Clerk	9,249.00	9,249.00	14,025.00	65.95%
6110	Admin Part-Time	4,287.76	4,287.76	3,010.00	142.45%
6325	Ads & Printing		0.00	100.00	0.00%
6300	Attorney/Legal Fees	1,026.00	1,026.00	11,000.00	9.33%
6301	Audit Fees	3,750.00	3,750.00	6,000.00	62.50%
6326	Chemicals	14,926.00	14,926.00	20,000.00	74.63%
6101	City Administrator	1,724.53	1,724.53	21,992.00	7.84%
6102	City Clerk	11,406.11	11,406.11	15,300.00	74.55%
6306	Contract Services	74,202.17	74,202.17	90,000.00	82.45%
6445	Dam Rock Improvement	22,574.48	22,574.48	120,000.00	18.81%
6427	Deposit Refund	64.94	64.94	500.00	12.99%
6237	Distribution System	35,730.99	35,730.99	45,000.00	79.40%
6305	Dues, Travel, Training	3,168.28	3,168.28	4,500.00	70.41%
6334	Emergency Services		0.00	2,000.00	0.00%
6119	Facilities Manager	19,913.65	19,913.65	25,880.00	76.95%
6443	Hwy 240 Valve Replacement	100,000.00	100,000.00	100,000.00	100.00%
6232	Large Meter Testing		0.00	1,500.00	0.00%
6202	Liability Insurance	31,574.51	31,574.51	30,000.00	105.25%
6233	Meter Replacement	12,193.84	12,193.84	10,000.00	121.94%
6203	Misc. Tools	356.73	356.73	1,000.00	35.67%
6252	Miscellaneous Expense	141.78	141.78	1,000.00	14.18%
6230	Office Equip/Maint/Supplies	731.48	731.48	1,000.00	73.15%
6444	Olive Street Design	39,968.38	39,968.38	42,000.00	95.16%
6200	Operations & Maint	47,178.71	47,178.71	45,000.00	104.84%
6115	Overtime	1,479.21	1,479.21	4,000.00	36.98%
6118	Pager Pay	1,879.75	1,879.75	3,500.00	53.71%
6120	Payroll Expense	58,247.23	58,247.23	103,912.00	56.05%
6204	Permits	2,529.00	2,529.00	2,500.00	101.16%
6121	Plant Operator	21,104.33	21,104.33	26,707.00	79.02%
6329	Postage	1,650.84	1,650.84	2,000.00	82.54%
6441	Res. to Plant Tie Feasability		0.00	75,000.00	0.00%
6795	Reserve for Contingencies		0.00	86,134.00	0.00%
6521	Reserve Transfer (ACER Reserve)	13,500.00	13,500.00	13,500.00	100.00%
6415	Reservoir Cleaning		0.00	10,000.00	0.00%
6208	Safety Equipment & Supplies	539.24	539.24	1,000.00	53.92%
6417	Sludge Hauling		0.00	3,000.00	0.00%

Water Fund
Statement of Revenue and Expenditures

Account Number		Current Period	Year-To-Date	Annual Budget	Jul 2023
		Jul 2023 Jun 2024 Actual	Jul 2023 Jun 2024 Actual	Jul 2023 Jun 2024	Jun 2024 Percent of Budget
6111	Summer Help PW	2,311.40	2,311.40	1,300.00	177.80%
6525	Transfer Out (PW Reserve)	12,000.00	12,000.00	12,000.00	100.00%
6529	Transfer Out (Water Deprec)	5,000.00	5,000.00	5,000.00	100.00%
6210	Utilities	21,724.37	21,724.37	24,750.00	87.78%
6109	Utility Worker I	11,064.47	11,064.47	8,326.20	132.89%
6108	Utility Worker II	6,218.10	6,218.10	7,248.80	85.78%
6027	Vehicle Maintenance	8,260.10	8,260.10	10,000.00	82.60%
6426	Water Filter Media	67,385.00	67,385.00	0.00	0.00%
Other Expense					
6201	Lab Equipment	494.61	494.61	5,000.00	9.89%
6440	Transmission Line Feasibility		0.00	75,000.00	0.00%
Expenses		\$857,072.65	\$857,072.65	\$1,275,685.00	
Revenue Less Expenditures		(\$145,884.33)	(\$145,884.33)	\$0.00	
Net Change in Fund Balance		(\$145,884.33)	(\$145,884.33)	\$0.00	

Fund Balances

Beginning Fund Balance	238,822.96	238,822.96	0.00	0.00%
Net Change in Fund Balance	(145,884.33)	(145,884.33)	0.00	0.00%
Ending Fund Balance	92,938.63	92,938.63	0.00	0.00%

Water Debt Depreciation Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	30,575.00	0.00%
4952	Interest Income	623.06	623.06	500.00	124.61%
4981	Transfer In - Water Fund	5,000.00	5,000.00	5,000.00	100.00%
	Revenue	\$5,623.06	\$5,623.06	\$36,075.00	
	Gross Profit	\$5,623.06	\$5,623.06	\$36,075.00	
Expenses					
6428	Impound Projects	0.00	0.00	500.00	0.00%
6407	Intake Structure	0.00	0.00	500.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	75.00	0.00%
6409	SCADA/ Security System	0.00	0.00	5,000.00	0.00%
6405	Vehicle Lease	0.00	0.00	15,000.00	0.00%
6426	Water Filter Media	5,100.00	5,100.00	15,000.00	34.00%
	Expenses	\$5,100.00	\$5,100.00	\$36,075.00	
	Revenue Less Expenditures	\$523.06	\$523.06	\$0.00	
	Net Change in Fund Balance	\$523.06	\$523.06	\$0.00	
Fund Balances					
	Beginning Fund Balance	(9,062.58)	(9,062.58)	0.00	0.00%
	Net Change in Fund Balance	523.06	523.06	0.00	0.00%
	Ending Fund Balance	(8,539.52)	(8,539.52)	0.00	0.00%

Water SDC Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	531,000.00	0.00%
4952	Interest Income	12,812.17	12,812.17	15,930.00	80.43%
4792	System Development Charges	10,262.00	10,262.00	194,880.00	5.27%
	Revenue	\$23,074.17	\$23,074.17	\$741,810.00	
	Gross Profit	\$23,074.17	\$23,074.17	\$741,810.00	
Expenses					
Requirements					
6540	Merkley Grant Match	0.00	0.00	48,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	435,810.00	0.00%
6416	System Development	15,000.00	15,000.00	100,000.00	15.00%
6524	Transfer Out (Water Debt Svc)	158,000.00	158,000.00	158,000.00	100.00%
	Expenses	\$173,000.00	\$173,000.00	\$741,810.00	
	Revenue Less Expenditures	(\$149,925.83)	(\$149,925.83)	\$0.00	
	Net Change in Fund Balance	(\$149,925.83)	(\$149,925.83)	\$0.00	
Fund Balances					
	Beginning Fund Balance	212,905.28	212,905.28	0.00	0.00%
	Net Change in Fund Balance	(149,925.83)	(149,925.83)	0.00	0.00%
	Ending Fund Balance	62,979.45	62,979.45	0.00	0.00%

Water Debt Service Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	140,382.00	0.00%
4952	Interest Income	7,381.71	7,381.71	4,211.00	175.30%
4991	Transfer In - Water SDC	158,000.00	158,000.00	158,000.00	100.00%
4960	Users Fees	134,163.08	134,163.08	124,800.00	107.50%
	Revenue	\$299,544.79	\$299,544.79	\$427,393.00	
	Gross Profit	\$299,544.79	\$299,544.79	\$427,393.00	
Expenses					
6150	Debt Service Expense	216,150.42	216,150.42	216,150.00	100.00%
6152	Reserved Debt Service Requirem	0.00	0.00	58,122.00	0.00%
6598	Unappropriated Ending Fund Bal	0.00	0.00	153,121.00	0.00%
	Expenses	\$216,150.42	\$216,150.42	\$427,393.00	
	Revenue Less Expenditures	\$83,394.37	\$83,394.37	\$0.00	
	Net Change in Fund Balance	\$83,394.37	\$83,394.37	\$0.00	
Fund Balances					
	Beginning Fund Balance	387,536.56	387,536.56	0.00	0.00%
	Net Change in Fund Balance	83,394.37	83,394.37	0.00	0.00%
	Ending Fund Balance	470,930.93	470,930.93	0.00	0.00%

Report Options

Fund: Water Debt Service
 Period: 7/1/2023 to 6/30/2024
 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 Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	480,000.00	0.00%
4952	Interest Income	15,826.39	15,826.39	12,000.00	131.89%
4913	Miscellaneous Income	6,524.01	6,524.01	0.00	0.00%
4940	Security Deposits	2,883.84	2,883.84	8,000.00	36.05%
4920	Sewer Inspections	1,694.00	1,694.00	0.00	0.00%
4963	Stormwater	9,274.27	9,274.27	12,000.00	77.29%
4960	Users Fees	319,533.51	319,533.51	404,330.00	79.03%
	Revenue	\$355,736.02	\$355,736.02	\$916,330.00	
	Gross Profit	\$355,736.02	\$355,736.02	\$916,330.00	
Expenses					
Requirements					
6103	Admin Clerk	9,249.00	9,249.00	14,025.00	65.95%
6110	Admin Part-Time	4,161.67	4,161.67	3,010.00	138.26%
6325	Ads & Printing	0.00	0.00	200.00	0.00%
6498	ARPA Grant	51,214.59	51,214.59	80,000.00	64.02%
6300	Attorney/Legal Fees	0.00	0.00	1,500.00	0.00%
6301	Audit Fees	1,875.00	1,875.00	5,500.00	34.09%
6326	Chemicals	0.00	0.00	2,000.00	0.00%
6101	City Administrator	1,724.53	1,724.53	16,792.00	10.27%
6102	City Clerk	11,406.10	11,406.10	15,300.00	74.55%
6227	Collection System	17,212.11	17,212.11	30,000.00	57.37%
6306	Contract Services	27,366.64	27,366.64	30,000.00	91.22%
6427	Deposit Refund	207.05	207.05	500.00	41.41%
6305	Dues, Travel, Training	2,214.51	2,214.51	4,000.00	55.36%
6334	Emergency Services	0.00	0.00	5,000.00	0.00%
6119	Facilities Manager	19,913.65	19,913.65	25,880.00	76.95%
6231	I & I, TV Insp & Cleaning	0.00	0.00	10,000.00	0.00%
6202	Liability Insurance	12,689.80	12,689.80	12,000.00	105.75%
6439	Manhole Project	14,950.00	14,950.00	100,000.00	14.95%
6203	Misc. Tools	129.90	129.90	1,300.00	9.99%
6252	Miscellaneous Expense	426.79	426.79	500.00	85.36%
6230	Office Equip/Maint/Supplies	395.47	395.47	750.00	52.73%
6328	Office Supplies	152.09	152.09	500.00	30.42%
6200	Operations & Maint	32,670.61	32,670.61	35,000.00	93.34%
6115	Overtime	1,479.16	1,479.16	2,000.00	73.96%
6118	Pager Pay	1,879.75	1,879.75	3,000.00	62.66%
6120	Payroll Expense	55,952.15	55,952.15	103,912.00	53.85%
6204	Permits	4,008.57	4,008.57	5,000.00	80.17%
6121	Plant Operator	21,104.33	21,104.33	26,707.00	79.02%
6329	Postage	1,650.80	1,650.80	2,500.00	66.03%
6795	Reserve for Contingencies	0.00	0.00	233,929.00	0.00%
6521	Reserve Transfer (ACER Reserve)	13,500.00	13,500.00	13,500.00	100.00%
6208	Safety Equipment & Supplies	1,344.29	1,344.29	2,000.00	67.21%
6417	Sludge Hauling	0.00	0.00	7,000.00	0.00%
6525	Transfer Out (PW Reserve)	12,500.00	12,500.00	12,500.00	100.00%
6210	Utilities	19,569.09	19,569.09	24,750.00	79.07%
6422	Utility Truck Purchase	45,175.50	45,175.50	60,000.00	75.29%
6109	Utility Worker I	11,064.45	11,064.45	8,326.20	132.89%

Sewer Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
6108	Utility Worker II	6,218.10	6,218.10	12,449.00	49.95%
6027	Vehicle Maintenance	7,222.32	7,222.32	3,000.00	240.74%
Other Expense					
6201	Lab Equipment	0.00	0.00	2,000.00	0.00%
	Expenses	\$410,628.02	\$410,628.02	\$916,330.20	
	Revenue Less Expenditures	(\$54,892.00)	(\$54,892.00)	(\$0.20)	
	Net Change in Fund Balance	(\$54,892.00)	(\$54,892.00)	(\$0.20)	

Fund Balances

Beginning Fund Balance	521,167.48	521,167.48	0.00	0.00%
Net Change in Fund Balance	(54,892.00)	(54,892.00)	(0.20)	0.00%
Ending Fund Balance	466,275.48	466,275.48	0.00	0.00%

Sewer System Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	63,000.00	0.00%
4952	Interest Income	1,120.73	1,120.73	1,890.00	59.30%
	Revenue	\$1,120.73	\$1,120.73	\$64,890.00	
	Gross Profit	\$1,120.73	\$1,120.73	\$64,890.00	
Expenses					
6745	Ellie's Lift Station	0.00	0.00	15,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	49,890.00	0.00%
	Expenses	\$0.00	\$0.00	\$64,890.00	
	Revenue Less Expenditures	\$1,120.73	\$1,120.73	\$0.00	
	Net Change in Fund Balance	\$1,120.73	\$1,120.73	\$0.00	
Fund Balances					
	Beginning Fund Balance	64,261.13	64,261.13	0.00	0.00%
	Net Change in Fund Balance	1,120.73	1,120.73	0.00	0.00%
	Ending Fund Balance	65,381.86	65,381.86	0.00	0.00%

Sewer SDC Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	418,964.00	0.00%
4952	Interest Income	9,456.89	9,456.89	12,569.00	75.24%
4792	System Development Charges	50,322.00	50,322.00	116,010.00	43.38%
	Revenue	\$59,778.89	\$59,778.89	\$547,543.00	
	Gross Profit	\$59,778.89	\$59,778.89	\$547,543.00	
Expenses					
6439	Manhole Project	0.00	0.00	20,000.00	0.00%
6795	Reserve for Contingencies	31,587.80	31,587.80	527,543.00	5.99%
	Expenses	\$31,587.80	\$31,587.80	\$547,543.00	
	Revenue Less Expenditures	\$28,191.09	\$28,191.09	\$0.00	
	Net Change in Fund Balance	\$28,191.09	\$28,191.09	\$0.00	
Fund Balances					
	Beginning Fund Balance	354,878.55	354,878.55	0.00	0.00%
	Net Change in Fund Balance	28,191.09	28,191.09	0.00	0.00%
	Ending Fund Balance	383,069.64	383,069.64	0.00	0.00%

Sewer Debt Service
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	38,780.00	0.00%
4952	Interest Income	1,415.28	1,415.28	1,163.00	121.69%
4960	Users Fees	65,590.77	65,590.77	42,000.00	156.17%
	Revenue	\$67,006.05	\$67,006.05	\$81,943.00	
	Gross Profit	\$67,006.05	\$67,006.05	\$81,943.00	
Expenses					
Requirements					
6150	Debt Service Expense	41,390.57	41,390.57	54,181.00	76.39%
6795	Reserve for Contingencies	0.00	0.00	27,762.00	0.00%
	Expenses	\$41,390.57	\$41,390.57	\$81,943.00	
	Revenue Less Expenditures	\$25,615.48	\$25,615.48	\$0.00	
	Net Change in Fund Balance	\$25,615.48	\$25,615.48	\$0.00	
Fund Balances					
	Beginning Fund Balance	63,904.47	63,904.47	0.00	0.00%
	Net Change in Fund Balance	25,615.48	25,615.48	0.00	0.00%
	Ending Fund Balance	89,519.95	89,519.95	0.00	0.00%

Street Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	106,587.00	0.00%
4952	Interest Income	3,576.68	3,576.68	3,198.00	111.84%
4292	Recology Franchise Fees	788.58	788.58	4,900.00	16.09%
4290	State Gas Tax Revenue	71,458.69	71,458.69	92,400.00	77.34%
	Revenue	\$75,823.95	\$75,823.95	\$207,085.00	
	Gross Profit	\$75,823.95	\$75,823.95	\$207,085.00	
Expenses					
Requirements					
6103	Admin Clerk	1,479.82	1,479.82	2,244.00	65.95%
6101	City Administrator	137.96	137.96	2,000.00	6.90%
6306	Contract Services	5,495.31	5,495.31	15,000.00	36.64%
6221	Equipment/Maintenance	648.78	648.78	2,000.00	32.44%
6119	Facilities Manager	10,628.15	10,628.15	13,802.00	77.00%
6236	Footpaths/Bikepaths	12,563.23	12,563.23	5,000.00	251.26%
6200	Operations & Maint	15,263.06	15,263.06	20,000.00	76.32%
6120	Payroll Expense	16,537.04	16,537.04	19,795.00	83.54%
6121	Plant Operator	4,689.82	4,689.82	5,935.00	79.02%
6795	Reserve for Contingencies	0.00	0.00	56,394.00	0.00%
6423	Sidewalk Installation	2,400.00	2,400.00	0.00	0.00%
6241	Storm Drain Replacement	0.00	0.00	5,000.00	0.00%
6229	Street Lights	12,340.37	12,340.37	16,800.00	73.45%
6222	Street Maintenance	5,000.00	5,000.00	40,000.00	12.50%
6109	Utility Worker I	2,319.63	2,319.63	1,530.00	151.61%
6108	Utility Worker II	1,105.44	1,105.44	1,585.00	69.74%
	Expenses	\$90,608.61	\$90,608.61	\$207,085.00	
	Revenue Less Expenditures	(\$14,784.66)	(\$14,784.66)	\$0.00	
	Net Change in Fund Balance	(\$14,784.66)	(\$14,784.66)	\$0.00	
Fund Balances					
	Beginning Fund Balance	181,022.91	181,022.91	0.00	0.00%
	Net Change in Fund Balance	(14,784.66)	(14,784.66)	0.00	0.00%
	Ending Fund Balance	166,238.25	166,238.25	0.00	0.00%

Streets SDC Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	84,822.00	0.00%
4952	Interest Income	2,538.51	2,538.51	2,545.00	99.74%
4792	System Development Charges	27,798.00	27,798.00	59,610.00	46.63%
	Revenue	\$30,336.51	\$30,336.51	\$146,977.00	
	Gross Profit	\$30,336.51	\$30,336.51	\$146,977.00	
Expenses					
6795	Reserve for Contingencies	2,995.20	2,995.20	146,977.00	2.04%
	Expenses	\$2,995.20	\$2,995.20	\$146,977.00	
	Revenue Less Expenditures	\$27,341.31	\$27,341.31	\$0.00	
	Net Change in Fund Balance	\$27,341.31	\$27,341.31	\$0.00	
Fund Balances					
	Beginning Fund Balance	157,057.27	157,057.27	0.00	0.00%
	Net Change in Fund Balance	27,341.31	27,341.31	0.00	0.00%
	Ending Fund Balance	184,398.58	184,398.58	0.00	0.00%

Sidewalk Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	9,017.00	0.00%
4952	Interest Income	505.85	505.85	271.00	186.66%
4982	Transfer In - Sewer Fund	0.00	0.00	13,000.00	0.00%
4981	Transfer In - Water Fund	0.00	0.00	7,000.00	0.00%
	Revenue	\$505.85	\$505.85	\$29,288.00	
	Gross Profit	\$505.85	\$505.85	\$29,288.00	
Expenses					
6499	Capital Reserve	0.00	0.00	4,288.00	0.00%
6423	Sidewalk Installation	19,766.50	19,766.50	25,000.00	79.07%
	Expenses	\$19,766.50	\$19,766.50	\$29,288.00	
	Revenue Less Expenditures	(\$19,260.65)	(\$19,260.65)	\$0.00	
	Net Change in Fund Balance	(\$19,260.65)	(\$19,260.65)	\$0.00	
Fund Balances					
	Beginning Fund Balance	28,115.51	28,115.51	0.00	0.00%
	Net Change in Fund Balance	(19,260.65)	(19,260.65)	0.00	0.00%
	Ending Fund Balance	8,854.86	8,854.86	0.00	0.00%

Building Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	20,700.00	0.00%
4931	Building Permits - Structural	552.55	552.55	0.00	0.00%
4932	Business License	432.18	432.18	0.00	0.00%
4939	Code Compliance Fees	375.00	375.00	500.00	75.00%
4938	County Building Services	1,764.18	1,764.18	4,000.00	44.10%
4952	Interest Income	445.97	445.97	621.00	71.81%
	Revenue	\$3,569.88	\$3,569.88	\$25,821.00	
	Gross Profit	\$3,569.88	\$3,569.88	\$25,821.00	
Expenses					
Requirements					
6103	Admin Clerk	1,849.79	1,849.79	2,805.00	65.95%
6101	City Administrator	216.29	216.29	3,317.00	6.52%
6119	Facilities Manager	2,124.23	2,124.23	2,844.00	74.69%
6328	Office Supplies	0.00	0.00	50.00	0.00%
6120	Payroll Expense	2,233.62	2,233.62	5,765.00	38.74%
6329	Postage	0.00	0.00	100.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	10,940.00	0.00%
	Expenses	\$6,423.93	\$6,423.93	\$25,821.00	
	Revenue Less Expenditures	(\$2,854.05)	(\$2,854.05)	\$0.00	
	Net Change in Fund Balance	(\$2,854.05)	(\$2,854.05)	\$0.00	
Fund Balances					
	Beginning Fund Balance	28,545.55	28,545.55	0.00	0.00%
	Net Change in Fund Balance	(2,854.05)	(2,854.05)	0.00	0.00%
	Ending Fund Balance	25,691.50	25,691.50	0.00	0.00%

Economic Development Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	129,226.00	0.00%
4952	Interest Income	2,309.26	2,309.26	3,877.00	59.56%
4970	Loan Payments	0.00	0.00	600.00	0.00%
	Revenue	\$2,309.26	\$2,309.26	\$133,703.00	
	Gross Profit	\$2,309.26	\$2,309.26	\$133,703.00	
Expenses					
6313	Administrative Costs	32.20	32.20	250.00	12.88%
6300	Attorney/Legal Fees	0.00	0.00	1,000.00	0.00%
6101	City Administrator	266.58	266.58	2,000.00	13.33%
6251	Economic Development Loan	0.00	0.00	20,000.00	0.00%
6328	Office Supplies	0.00	0.00	50.00	0.00%
6120	Payroll Expense	0.00	0.00	1,327.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	109,076.00	0.00%
	Expenses	\$298.78	\$298.78	\$133,703.00	
	Revenue Less Expenditures	\$2,010.48	\$2,010.48	\$0.00	
	Net Change in Fund Balance	\$2,010.48	\$2,010.48	\$0.00	
Fund Balances					
	Beginning Fund Balance	151,300.12	151,300.12	0.00	0.00%
	Net Change in Fund Balance	2,010.48	2,010.48	0.00	0.00%
	Ending Fund Balance	153,310.60	153,310.60	0.00	0.00%

Admin Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4952	Interest Income	671.86	671.86	0.00	0.00%
4921	Municipal Court Equip Assmt	608.00	608.00	900.00	67.56%
4980	Transfer In - Gen Fund	25,865.00	25,865.00	11,000.00	235.14%
4982	Transfer In - Sewer Fund	13,500.00	13,500.00	13,500.00	100.00%
4981	Transfer In - Water Fund	13,500.00	13,500.00	13,500.00	100.00%
	Revenue	\$54,144.86	\$54,144.86	\$38,900.00	
	Gross Profit	\$54,144.86	\$54,144.86	\$38,900.00	
Expenses					
6403	Copy/Postal/Computing	1,818.00	1,818.00	4,000.00	45.45%
6414	Software	9,467.86	9,467.86	5,000.00	189.36%
6408	Support Services	1,875.00	1,875.00	29,900.00	6.27%
	Expenses	\$13,160.86	\$13,160.86	\$38,900.00	
	Revenue Less Expenditures	\$40,984.00	\$40,984.00	\$0.00	
	Net Change in Fund Balance	\$40,984.00	\$40,984.00	\$0.00	
Fund Balances					
	Beginning Fund Balance	9,135.43	9,135.43	0.00	0.00%
	Net Change in Fund Balance	40,984.00	40,984.00	0.00	0.00%
	Ending Fund Balance	50,119.43	50,119.43	0.00	0.00%

Public Works Reserve Fund Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4952	Interest Income	423.16	423.16	0.00	0.00%
4982	Transfer In - Sewer Fund	12,500.00	12,500.00	12,500.00	100.00%
4981	Transfer In - Water Fund	12,000.00	12,000.00	12,000.00	100.00%
	Revenue	\$24,923.16	\$24,923.16	\$24,500.00	
	Gross Profit	\$24,923.16	\$24,923.16	\$24,500.00	
Expenses					
6415	Lab/Office	0.00	0.00	10,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	14,500.00	0.00%
	Expenses	\$0.00	\$0.00	\$24,500.00	
	Revenue Less Expenditures	\$24,923.16	\$24,923.16	\$0.00	
	Net Change in Fund Balance	\$24,923.16	\$24,923.16	\$0.00	
Fund Balances					
	Beginning Fund Balance	2,248.66	2,248.66	0.00	0.00%
	Net Change in Fund Balance	24,923.16	24,923.16	0.00	0.00%
	Ending Fund Balance	27,171.82	27,171.82	0.00	0.00%

Report Options

Fund: Public Works Reserve Fund
 Period: 7/1/2023 to 6/30/2024
 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 Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	460,000.00	0.00%
4952	Interest Income	9,820.57	9,820.57	13,800.00	71.16%
4792	System Development Charges	43,572.00	43,572.00	94,800.00	45.96%
	Revenue	\$53,392.57	\$53,392.57	\$568,600.00	
	Gross Profit	\$53,392.57	\$53,392.57	\$568,600.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	468,600.00	0.00%
6741	System Improvements	0.00	0.00	100,000.00	0.00%
	Expenses	\$0.00	\$0.00	\$568,600.00	
	Revenue Less Expenditures	\$53,392.57	\$53,392.57	\$0.00	
	Net Change in Fund Balance	\$53,392.57	\$53,392.57	\$0.00	
Fund Balances					
	Beginning Fund Balance	469,704.07	469,704.07	0.00	0.00%
	Net Change in Fund Balance	53,392.57	53,392.57	0.00	0.00%
	Ending Fund Balance	523,096.64	523,096.64	0.00	0.00%

Park Equipment Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period	Year-To-Date	Annual Budget	Jul 2023
		Jul 2023 Jun 2024 Actual	Jul 2023 Jun 2024 Actual	Jul 2023 Jun 2024	Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	4,460.00	0.00%
4952	Interest Income	208.90	208.90	134.00	155.90%
4984	Transfer in - Parks	7,500.00	7,500.00	7,500.00	100.00%
	Revenue	\$7,708.90	\$7,708.90	\$12,094.00	
	Gross Profit	\$7,708.90	\$7,708.90	\$12,094.00	
Expenses					
6402	Equipment Replacement	0.00	0.00	1,500.00	0.00%
6413	Gen Park Mxt & Improvement	0.00	0.00	1,500.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	9,094.00	0.00%
	Expenses	\$0.00	\$0.00	\$12,094.00	
	Revenue Less Expenditures	\$7,708.90	\$7,708.90	\$0.00	
	Net Change in Fund Balance	\$7,708.90	\$7,708.90	\$0.00	
Fund Balances					
	Beginning Fund Balance	6,704.24	6,704.24	0.00	0.00%
	Net Change in Fund Balance	7,708.90	7,708.90	0.00	0.00%
	Ending Fund Balance	14,413.14	14,413.14	0.00	0.00%

Stormwater SDC Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	46,400.00	0.00%
4952	Interest Income	1,696.42	1,696.42	1,392.00	121.87%
4792	System Development Charges	23,178.00	23,178.00	50,430.00	45.96%
	Revenue	\$24,874.42	\$24,874.42	\$98,222.00	
	Gross Profit	\$24,874.42	\$24,874.42	\$98,222.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	98,222.00	0.00%
	Expenses	\$0.00	\$0.00	\$98,222.00	
	Revenue Less Expenditures	\$24,874.42	\$24,874.42	\$0.00	
	Net Change in Fund Balance	\$24,874.42	\$24,874.42	\$0.00	
Fund Balances					
	Beginning Fund Balance	118,744.84	118,744.84	0.00	0.00%
	Net Change in Fund Balance	24,874.42	24,874.42	0.00	0.00%
	Ending Fund Balance	143,619.26	143,619.26	0.00	0.00%

Police Vehicle Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	3,000.00	0.00%
4952	Interest Income	390.15	390.15	90.00	433.50%
4983	Transfer in -Police Reserve	15,000.00	15,000.00	15,000.00	100.00%
4926	Vehicle Replacement Assmt	3,050.58	3,050.58	4,500.00	67.79%
	Revenue	\$18,440.73	\$18,440.73	\$22,590.00	
	Gross Profit	\$18,440.73	\$18,440.73	\$22,590.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	22,590.00	0.00%
	Expenses	\$0.00	\$0.00	\$22,590.00	
	Revenue Less Expenditures	\$18,440.73	\$18,440.73	\$0.00	
	Net Change in Fund Balance	\$18,440.73	\$18,440.73	\$0.00	
Fund Balances					
	Beginning Fund Balance	45,645.29	45,645.29	0.00	0.00%
	Net Change in Fund Balance	18,440.73	18,440.73	0.00	0.00%
	Ending Fund Balance	64,086.02	64,086.02	0.00	0.00%

City Hall Reserve Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Jun 2024 Actual	Year-To-Date Jul 2023 Jun 2024 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	15,299.00	0.00%
4952	Interest Income	272.18	272.18	459.00	59.30%
	Revenue	\$272.18	\$272.18	\$15,758.00	
	Gross Profit	\$272.18	\$272.18	\$15,758.00	
Expenses					
6795	Reserve for Contingencies	0.00	0.00	15,758.00	0.00%
	Expenses	\$0.00	\$0.00	\$15,758.00	
	Revenue Less Expenditures	\$272.18	\$272.18	\$0.00	
	Net Change in Fund Balance	\$272.18	\$272.18	\$0.00	
Fund Balances					
	Beginning Fund Balance	15,472.15	15,472.15	0.00	0.00%
	Net Change in Fund Balance	272.18	272.18	0.00	0.00%
	Ending Fund Balance	15,744.33	15,744.33	0.00	0.00%



Oregon

Tina Kotek, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

www.oregon.gov/LCD

January 2, 2024

Walt Wendolowski, Contract Planner
City of Yamhill
205 S. Maple Street
Yamhill, Oregon 97148



SENT VIA E-MAIL

Re: City of Yamhill Grant No. TA-25-018 Agreement for Yamhill Central Business District Development Code Audit

Dear Walt:

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Yamhill a grant in the amount of \$10,600 for the Yamhill Central Business District Development Code Audit. You will find the grant agreement in an attached PDF file. Please read it carefully.

Please e-sign the contract at page 8, or print, sign and scan the signed page. The agreement must be signed by Grantee and pages 1-8 of the agreement returned to DLCD. Whether returning the signed agreement via mail or e-mail, it must be received by DLCD's Salem office within 30 days of the date of this letter. If the signed agreement is not received by **February 1, 2024**, this offer may be withdrawn.

The attached grant agreement is not in effect until signed by Grantee and DLCD. An electronic file of the agreement with both signatures will be returned to you for your records. Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.

If you have questions about the agreement, please contact me at 971-239-2901 or DLCD.GFGrant@dlcd.oregon.gov. If you have other questions about the project, please contact your grant manager, Melissa Ahrens, at 503-779-9821 or melissa.ahrens@dlcd.oregon.gov.

Yours truly,

Angela Williamson
Grants Administrative Specialist

cc: Melissa Ahrens, DLCD Regional Representative

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2023-2025 TECHNICAL ASSISTANCE GRANT

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

Signature

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

List of Products

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

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

Task 1: Inclusive Outreach Plan

Task 2: Kick-Off Meeting

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

Task 4: Draft Amendment Package

Task 5: Final Code Update and Adoption

Task 6: Equity and Inclusion Self-Assessment

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

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

2023-2025 TECHNICAL ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: TA-25-018

City of Yamhill

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

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

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

Attachment A: **Project Description and Budget**

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

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

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

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

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

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$10,600** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

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

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

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

6. Disbursement and Recovery of Grant Funds.

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

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

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

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

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

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

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

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

12. **Indemnity.**

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

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

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

14. Termination:

a. **DLCDC's Right to Terminate at its Discretion.** At its sole discretion, DLCDC may terminate this Agreement:

i. **For its convenience** upon thirty (30) days' prior written notice by DLCDC to Grantee;

ii. **Immediately upon written notice** if DLCDC fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCDC, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or

iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

b. **DLCDC's Right to Terminate for Cause.** In addition to any other rights and remedies DLCDC may have under this Agreement, DLCDC may terminate this Agreement immediately upon written notice by DLCDC to Grantee, or at such later date as DLCDC may establish in such notice, after the occurrence of any of the following events:

i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCDC's notice, or such longer period as DLCDC may specify in such notice.

c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCDC if DLCDC is in default because DLCDC fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCDC fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or

d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

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

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

Grantee: City of Yamhill

Grant No. TA-25-018

Print Name of Authorized Official For the Grantee <i>YVETTE POTTER</i>	Title <i>MAYOR CITY OF YAMHILL, OREGON</i>	Date <i>1/10/ 2024</i>
Signature of Authorized Official For the Grantee <i>Yvette Potter</i>		

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

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

PROJECT PURPOSE STATEMENT

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

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

PROJECT OVERVIEW AND MANAGEMENT

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

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

Advisory Committees

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

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

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

Agency Role

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

Consultant Role

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

Project Meeting Materials

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

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

Project Schedule

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

Expectations for All Written and Graphic Products

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

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

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

PROJECT REQUIREMENTS

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

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

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

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

GIS Requirements

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

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

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

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

Pre-task report budget: \$0

Task 1: Inclusive Outreach Plan

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

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

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

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

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

Task 1 budget: \$150

Task 2: Kick Off Meeting

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

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

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

Task 2 Products:

Task 1 Consultant Deliverables:

- Proposed Project schedule
- Stakeholder list

Task 1 City Deliverables:

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

Meetings

Kick off meeting

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

Task 2 budget: \$450

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

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

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

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

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

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

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

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

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

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

Task 3 Products:

Task 3 Consultant Deliverable:

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

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

Task 3 Local Government Deliverables:

- Advisory committee meeting notices, and agendas

Meetings

Advisory Committee #1

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

Task 3 budget: \$3,000

P1 – Interim Payment

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

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

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

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

Task 4 Products:

Task 4 Consultant Products:

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

Task 4 City Products:

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

Meetings

Planning Commission Work Session

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

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

Task 4 budget: \$5,000

Task 5: Final Code Update and Adoption

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

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

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

Task 5 Products:

Task 5 Consultant Products:

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

Task 5 City Products:

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

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

Meetings:
 Advisory Committee #2
 Planning Commission and City Council (City staff only)

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

Task 5 budget: \$2,000

Task 6: Equity and Inclusion Self-Assessment

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

Task 6 Products: Online survey

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

Task 6 budget: \$0

FP – Final Payment

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

Budget Summary

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

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

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

Office: 503-779-9821

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

OR

Grant Program Manager:

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

Office: 503-856-6935

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

Payment requests should be sent to:

Grants Administrative Specialist

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

Office: 971-239-2901

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

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

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

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

DLCD CERTIFICATION

I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:
 _____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued
 _____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.

Signature of DLCD Grant Manager	Date
Signature of DLCD Program Manager	Date

BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

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

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

General Instructions and Reminders

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

Completing the Form

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

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

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

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

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

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

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

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

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

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

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

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



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

FOR DLCD USE File No.: Received:

Local governments are required to send notice of a proposed change to a comprehensive plan or land use regulation at least 35 days before the first evidentiary hearing.

Jurisdiction:

Grant No.:

Local file no.:

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

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

Local contact person (name and title):

Phone: E-mail:

Street address: City: Zip:

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

Date of first evidentiary hearing:

Date of final hearing:

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

Check all that apply:

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

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

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

NOTICE OF A PROPOSED CHANGE – SUBMITTAL INSTRUCTIONS

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

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

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

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

This form is available here:

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

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

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

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

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

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

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

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

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

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

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

¹ 660-018-0022 provides:

- (1) When a local government determines that no goals, commission rules, or land use statutes apply to a particular proposed change, the notice of a proposed change is not required [a notice of adoption is still required, however]; and
- (2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review such that the local government cannot submit the proposed change consistent with the 35-day deadline, the local government may submit the proposed change to the department as soon as practicable. The submittal must include a description of the emergency circumstances.

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

Notice checklist. Include all that apply:

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

DLCD FORM 2



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

FOR DLCD USE

File No.:

Received:

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

Jurisdiction:

Grant No.

Local file no.:

Date of adoption:

Date sent:

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

Yes: Date (use the date of last revision if a revised Form 1 was submitted):

No

Is the adopted change different from what was described in the Notice of Proposed Change? Yes No

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

Local contact (name and title):

Phone: E-mail:

Street address: City: Zip:

PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS THAT APPLY

For a change to comprehensive plan text:

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

For a change to a comprehensive plan map:

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

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

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

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

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

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

The subject property is entirely within an urban growth boundary

The subject property is partially within an urban growth boundary

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

Exclusive Farm Use – Acres:	Non-resource – Acres:
Forest – Acres:	Marginal Lands – Acres:
Rural Residential – Acres:	Natural Resource/Coastal/Open Space – Acres:
Rural Commercial or Industrial – Acres:	Other: – Acres:

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

Exclusive Farm Use – Acres:	Non-resource – Acres:
Forest – Acres:	Marginal Lands – Acres:
Rural Residential – Acres:	Natural Resource/Coastal/Open Space – Acres:
Rural Commercial or Industrial – Acres:	Other: – Acres:

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

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

For a change to a zoning map:

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

Change from	to	. Acres:
Change from	to	. Acres:
Change from	to	. Acres:
Change from	to	. Acres:

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

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

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

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

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

NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

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

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

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

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

This form is available here:

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

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

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

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

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

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

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

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

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

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

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

Notice checklist. Include all that apply:

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

Attachment C

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

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

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

DLCD CERTIFICATION

I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:

_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued
 _____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.

Signature of DLCD Grant Manager	Date
Signature of DLCD Program Manager	Date

BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

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

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

General Instructions and Reminders

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

Completing the Form

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

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

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

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

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

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

- Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.

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

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

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

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

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

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

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2023-2025 HOUSING PLANNING ASSISTANCE GRANT

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

Signature

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

List of Products

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

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

Task 1: Project Kick-Off and Management

Task 2: Comprehensive Plan Audit and Policy Matrix

Task 3: Zoning Code Audit and Policy Matrix

Task 4: Draft Comprehensive Plan and Zoning Code Amendments

Task 5: Final Update and Adoption

Task 6: Buildable Lands Inventory

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

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

DLCD Grant Number: HA-25-004

City of Yamhill

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

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

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

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

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

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

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

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

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

6. Disbursement and Recovery of Grant Funds.

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

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

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

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

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

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

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

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

12. Indemnity.

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

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

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

14. Termination:

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

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

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

Grantee: City of Yamhill

Grant No. HA-25-004

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

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

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

PROJECT PURPOSE STATEMENT

City of Yamhill Comprehensive Plan and Zoning Code Audit will: (1) Identify new housing types to the code (2) examine standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660) and specifically for HB 3395, (2) incorporate clear and objective standards for review and approval of housing projects into amendments, and (3) streamline the process of development review for housing projects. The project will examine the policies of the Comprehensive Plan, especially those related to Housing, and Land Use and Urbanization, as well as any existing impediments to development in policies implementing other statewide planning goals.

A subsequent buildable lands inventory will identify developable and re-developable property.

The project fulfills a housing-related statutory obligation as Yamhill approaches a population size of 2,500 and new thresholds for middle-housing are identified via HB3395. Introducing new housing types, the project facilitates housing production, affordability, and choice. Introducing new clear and objective standards, the project facilitates fair and equitable housing outcomes.

PROJECT OVERVIEW AND MANAGEMENT

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

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

Advisory Committees

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

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

Agency Role

DLCD will provide financial, administrative, and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the

Comprehensive Plan and zoning code update project will inform, but will not bind, future land use decisions of the cooperating jurisdictions.

Consultant Role

The Project will use consultant services to perform technical analysis related to the Comprehensive Plan and zoning code update project. The consultant is expected to adhere to the scope of work, tasks, and deliverables outlined in this grant agreement. The consultant is expected to attend regular meetings of the TAC and to assist local planning staff in presentations to planning commissions and elected officials.

Project Meeting Materials

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

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

Project Schedule

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

Expectations for All Written and Graphic Products

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

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

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

PROJECT REQUIREMENTS

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

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”

4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCDC or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products, and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCDC approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by December 31, 2023:
 - a. Identify the name and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
 - b. Identify the name and e-mail address of those persons who are members of the PAC or other committee formed to carry out work on this Agreement.
 - c. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
9. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
10. Any final product must be proposed under Attachment D, Form 1, "Notice of Proposed Change," at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, -0021, and -0022. The products must be adopted by the governing body and submitted under Attachment E, Form 2, "Notice of Adoption" as set forth in ORS 197.615 and OAR 660-018-0040.
11. Grantee will consult closely with the DLCDC Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
12. Grantee will consult closely with the DLCDC Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
13. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCDC Salem office at least 60 days prior to the Project End Date. The request will be reviewed and approved in writing by DLCDC if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project End Date.

14. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft approved by a resolution of the governing body and shall be accompanied by a report in detailing why the product was not adopted and a timeframe for the future adoption of the product.
15. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
16. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
17. Grantee will coordinate and provide notice to DLCD, Yamhill County, and any other agencies and organizations identified by the Grantee or Consultant of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
18. Grantee will consult with the DLCD Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
19. Grantee will submit written status reports throughout the duration of the project. These reports must indicate which tasks have been completed, which tasks are yet to be completed, and, if tasks are expected to be delayed beyond the identified schedule of completion, a description of the grantee's work plan to complete the tasks in a timely manner. Should grantee need to delay or eliminate tasks, the status report should include a request to amend the grant agreement accordingly. Progress reports must be submitted by July 1, 2024, and December 2, 2024.
20. DLCD will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
21. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCD's payment obligations under this Agreement are conditioned upon DLCD receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCD in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
22. Grantee will not use or charge grant funds provided under this Agreement for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).
23. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings.

GIS Requirements

24. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (ESRI) file formats (coverage, shapefile or geodatabase).

25. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/DAS/CIO/GEO/pages/standards/standards.aspx>, “Oregon GIS Data Standards and Best Practices.” The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
26. DLCDC may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCDC may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCDC owns as Product(s) under Grant Agreement Section 11.
27. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCDC Grant Manager.

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

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

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

Pre-task report budget: \$0

Task 1: Project Kick-Off and Project Management

The purpose of the project kick-off is for Consultant to become familiar with local conditions and with Local Government’s planning documents (Comprehensive Plan, zoning ordinance, and any other documents provided by the City), for the parties to confirm the objectives of the project and refine the project schedule, and for the Local Government to prepare for the Project. Consultant will contact Local Government via conference call, or in person, to inquire about establishing project expectations and familiarizing themselves with city-specific concerns. Consultant will verify the action items identified through this initial conference call with the Local Government and will develop and share a proposed schedule for the actions required for the completion of all tasks. The level of detail required for the proposed project schedule should be determined by mutual agreement by the Local Government and the Consultant.

Consultant will have biweekly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions. Consultant will continue biweekly check-ins/ongoing coordination with the City until the end of the project in May 2025.

Task 1 Consultant Deliverables:

- Summary of major tasks and action items for the Project

- Proposed Project schedule based on the scope and tasks identified in this grant agreement.
- Stakeholder list for noticing and public involvement

Task 1 Local Government Deliverables:

- Copy of relevant comprehensive plan and code sections, or other relevant City data or documents

Task 1 timeline: January 24, 2024 to May 1, 2025

Task 1 budget: \$3,000

Task 2: Comprehensive Plan Audit and Policy Matrix

Consultant will review the Local Government’s acknowledged comprehensive plan to identify legal or policy issues related to residential development. This will include, but is not limited to, the Consultant determining whether the comprehensive plan contains:

- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660) and specifically for HB 3395 the following:
 - Allowances in commercial zones for affordable housing types
 - Allowances for duplexes on lots/land zoned for residential use that allow for the development of detached single family dwellings
 - Allowances for single room occupancies
- A clear and objective path for approval of residential development
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay
- Criteria or procedures related to housing that may stymie production.
- Deficiencies in background studies or inventories that are necessary to update plan policies for streamlined residential development

Following the audit, consultant, in consultation with Local Government, will develop a policy matrix that tracks the proposed wording/policies to be added to or deleted from the acknowledged Comprehensive Plan, as well as any background information gaps suggested for update. For map changes to existing Comprehensive Plan land use designations, the policy matrix will be accompanied by a graphic depiction of the change.

Task 2 Consultant Deliverable:

- Comprehensive Plan audit findings and recommendations report and policy matrix to track suggested changes
- One update based on City feedback

Task 2 Local Government Deliverables:

- Review and feedback on the Comprehensive Plan audit and policy matrix

Task 2 timeline: February 1, 2024 to March 31, 2024

Task 2 budget: \$6,000

Task 3: Zoning Code Audit and Policy Matrix

Consultant will review the Local Government’s zoning ordinance and other land development documents and regulations that are part of the acknowledged legal standard of review for development projects to identify legal or policy issues related to residential development. This will include, but is not limited to, the Consultant determining whether the zoning code contains:

- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660) and specifically for HB 3395 the following:
 - Allowances in commercial zones for affordable housing types
 - Allowances for duplexes on lots/land zoned for residential use that allow for the development of detached single family dwellings
 - Allowances for single room occupancies
- Internal consistency between the Comprehensive Plan and the Zoning Code policies, land use designations, and zoning districts, that could apply to housing development projects
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay
- Criteria or procedures related to housing that may stymie production.

Local Government will schedule and provide notice and an agenda for an advisory committee meeting to present findings and recommendations of the code review. Consultant will coordinate with Local Government on meeting arrangements and facilitate the advisory committee meeting.

Following the TAC meeting, Consultant, in consultation with Local Government, will consider public input received and will develop a policy matrix that tracks the proposed wording/policies to be added to or deleted from the acknowledged Zoning Code. For map changes to existing Comprehensive Plan land use designations, the policy matrix will be accompanied by a graphic depiction of the change.

Local Government will schedule one public workshop or open house to present the work products from Task 2 and 3. Local Government will solicit input from the public on proposed code concepts. Consultant will coordinate with Local Government on meeting arrangements and facilitate the public meeting(s)

Task 3 Consultant Deliverable:

- Code Audit findings and recommendations report and policy matrix to track suggested changes
- Presentation materials detailing Task 2 and 3 findings and recommendations for AC#1 and public meeting #1
- Advisory committee meeting notes
- Public Meeting Summary

Task 3 Local Government Deliverables:

- Advisory committee appointments, meeting notices, and agendas
- Public meeting notice

Task 3 timeline: March 31, 2024 to June 31, 2024

Task 3 budget: \$8,000

P1 – Interim Payment

Reimbursement **by August 31, 2024, of up to \$ 17,000** upon submittal of pre-task reports, the Product(s) listed in Tasks 1– 3. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

Task 4: Draft Comprehensive Plan and Zoning Code Amendments

After review of the findings and recommendations of the review with the advisory committee meetings and public meeting/workshop, Consultant will prepare draft updates to the Local Government’s zoning ordinance, other development codes (if any), and comprehensive plan (if required), addressing issues identified in Task 2 and 3.

Local Government will schedule and provide notice and an agenda for an advisory committee meeting to review the draft code/Comprehensive Plan update deliverables. Consultant will coordinate with Local Government on meeting arrangements and facilitate the advisory committee meetings.

Following the advisory committee meeting, Consultant, in consultation with Local Government, will consider public input received and make any necessary revisions to the proposed amendments, if needed.

Task 4 Consultant Deliverable:

- Draft updates to the zoning ordinance, other development codes (if any), and comprehensive plan, to include any proposed map changes
- Presentation materials to explain draft updates to the advisory committee (AC #2)
- Advisory committee meeting notes

Task 4 Local Government Deliverables:

- Advisory committee meeting notices and agendas

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

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

Task 4 budget: \$10,000

Task 5: Final Code Update and Adoption

After review of the code update with the advisory committee at a third committee meeting, Consultant will prepare final draft updates to the Local Government’s zoning ordinance, other development codes (if any), and comprehensive plan addressing issues identified in Task 2 and 3. The final draft documents will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing code language; and clean text, in a format suitable for

adoption. The Comprehensive Plan policy matrix will be an acceptable substitute for a strikeout/underline version of the proposed comprehensive plan amendments for purposes of this task, if preferred by the City.

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

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

Task 5 Consultant Deliverable:

- Final draft updates to the zoning ordinance and comprehensive plan
- Presentation materials to explain final draft updates to the advisory committee (AC #3)
- Advisory committee meeting notes

Task 5 Local Government Deliverables:

- Advisory committee meeting notices and agendas
- Post acknowledgement Plan Amendment 35 day notice

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

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

Task 5 budget: \$10,000

Task 6: Buildable Lands Inventory (BLI)

Consultant will prepare a draft inventory of buildable land consistent with OAR chapter 660, division 7 or 8, as applicable. The BLI will be used to determine the City's residential land need in Task 4. The BLI will be developed based on discussion with a project advisory committee at one or more committee meetings. City will schedule and provide notice and an agenda for one advisory committee meeting to review the draft BLI product. Consultant will coordinate with City on meeting arrangements and facilitate the advisory committee meetings. The advisory committee may consider more than one deliverable at a meeting. City will schedule one public workshop or open house to present draft housing needs and buildable lands data and findings. City will solicit input from the public on the draft deliverables. Consultant will coordinate with City on meeting arrangements and facilitate the public meeting(s).

Task 6 Consultant Deliverables:

- Draft BLI
- Presentation materials to explain preliminary analyses and findings to the advisory committee (AC #4) and at public meeting #2
- Advisory committee meeting notes
- Public meeting summary

Task 6 City Deliverable:

- Advisory committee meeting notices and agendas
- Public meeting notice(s)

Task 6 timeline: September 30, 2024 to May 31, 2025

Task 6 budget: \$10,000

FP – Final Payment

Reimbursement of **up to \$30,000** and the balance of previously unused grant funds from P1 and P2 upon submittal of Product(s) listed in Tasks 4. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2025.**

Budget Summary

Task 1 – Project Kick-Off and Management	\$3,000
Task 2 – Comprehensive Plan Audit and Policy Matrix	\$6,000
Task 3 – Zoning Code Audit and Policy Matrix	\$8,000
Task 4 – Draft Comprehensive Plan and Zoning Code Amendments	\$10,000
Task 5 – Final Update and Adoption	\$10,000
Task 6 – Buildable Lands Inventory	\$10,000
TOTAL	\$47,000

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Melissa Ahrens
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, OR 97301

Mobile: 503-779-9821

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

Housing Team Support Staff:

Karen Guillen-Chapman
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, OR 97301

Office: 971-718-1586

Email: karen-guillen-chapman@dlcd.oregon.gov

OR

Housing Services Division Manager:

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

Office: 503-302-0937

E-mail: ethan.stuckmayer@dlcd.oregon.gov

Payment requests should be sent to:

Grants Administrative Specialist

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

Office: 971-239-2901

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

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

Grantee Name City of Yamhill		Grant No. assigned by DLCD HA-25-004		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: May 31, 2025		Period covered by this Payment From:	
<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>	
Transactions		Previously Reported		This Payment	
				Cumulative	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. Total (add lines 1-4)					
<i>Local Contributions (if applicable)</i>					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6-9)					
11. Payment requested (from line 5)		DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE	
12. <u>Certification</u> : I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.					
13. Typed or Printed Name and Title			14. Address where payment is to be sent		
15. Signature of Authorized Certifying Official			16. Date Payment Submitted		

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

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

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

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

General Instructions and Reminders

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

Completing the Form

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

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

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

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

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

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

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

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

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

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

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

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



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

FORM 1

Attachment D

FOR DLCD USE

File No.:

Received:

Local governments are required to send notice of a proposed change to a comprehensive plan or land use regulation at least 35 days before the first evidentiary hearing.

Jurisdiction:

Grant No.:

Local file no.:

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

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

Local contact person (name and title):

Phone: E-mail:

Street address: City: Zip:

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

Date of first evidentiary hearing:

Date of final hearing:

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

Check all that apply:

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

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

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

NOTICE OF A PROPOSED CHANGE – SUBMITTAL INSTRUCTIONS

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

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

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

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

This form is available here:

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

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

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

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

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

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

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

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

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

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

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

¹ 660-018-0022 provides:

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

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

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

Notice checklist. Include all that apply:

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

DLCD FORM 2



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

FOR DLCD USE
File No.:
Received:

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

Jurisdiction: Grant No.

Local file no.:

Date of adoption: Date sent:

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

- Yes: Date (use the date of last revision if a revised Form 1 was submitted):
No

Is the adopted change different from what was described in the Notice of Proposed Change? Yes No
If yes, describe how the adoption differs from the proposal:

Local contact (name and title):

Phone: E-mail:

Street address: City: Zip:

PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS THAT APPLY

For a change to comprehensive plan text:

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

For a change to a comprehensive plan map:

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

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

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

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

NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

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

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

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

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

This form is available here:

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

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

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

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

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

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

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

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

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

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

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

Notice checklist. Include all that apply:

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

**BEFORE THE YAMHILL PLANNING COMMISSION
Planning File DCA 24-01**

In the Matter of the)	
)	
Application of)	1. Code Amendment - Formula Business
)	
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 formula businesses.

II. GENERAL INFORMATION

A. Location

The proposed amending language primarily affects land located within the Central Business District of the Commercial (C-3) Zone.

B. Background Information

The City seeks to amend the Yamhill Development Code by establishing regulations for “Formula Business” locating within the Central Business District. Proposed language is found in Attachment “A.”

III. PUBLIC HEARING

A. Planning Commission Action

On February 26, 2024, the Planning Commission conducted a public hearing on the application. At the conclusion of the hearing, the Planning Commission voted to continue the matter until the March 18, 2024, hearing to review final wording of the proposed amendments.

The Commission reconvened on March 18, 2024, and received additional information and testimony. At the conclusion of the hearing, the Planning Commission voted to approve the application 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 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 City seeks to amend the Yamhill Development Code by establishing regulations for Formula Business” locating within the Central Business District. Attachment ‘A’ contains the proposed language.
- C. Approval or denial of this request shall be based on the decision criteria in the Yamhill Development Code; Section 10.132.060 to Section 10.320.100.

V. APPLICATION SUMMARY

- A. During their November 2023 meeting, the Commission directed planning staff to return with Code language to prohibit or restrict formula businesses within the City. The Commission reviewed this material at the December 2023 and February 2024 meetings with the Commission directing staff to prepare adoption language for the March public hearing.
- B. A formula business is a retail business, especially food service, which is required by contractual or other arrangement to maintain standardized services, merchandise, menus, ingredients, food preparation, uniforms, décor, logos, architecture, signs, or similar features. Starbucks and McDonalds are two prominent examples, but this definition may include financial services, dollar-type stores, and a wide range of retail chain businesses.
- C. As noted by the Institute for Local Self Reliance (ilsr.org), a growing number of cities and towns are enacting policies that restrict the proliferation of “formula businesses” — stores and restaurants that have standardized services, décor, and methods of operation that make them identical to businesses elsewhere. Formula retailers and restaurants are increasingly locating in downtowns and neighborhood business districts, squeezing out independents and causing a speculative run-up in rents. This can have long-term economic consequences as the downtown or neighborhood business district loses its distinctive appeal and no longer offers opportunities for independent entrepreneurs.
- D. To address this issue, the City is considering amendments to the Development Code (Title 10). Attachment “A” includes proposed amending language; the

following reviews the material:

1. Definitions – Chapter 10.08 will contain a new definition. The definition is extremely thorough and clearly identifies a formula business. Please note the definition is applicable to the McDonalds and Dollar Trees but also applies to regional chains such as Black Bear Diners.
 2. C-3 Zone – The General Commercial zone will require conditional use approval to establish a formula business in the Central Business District (CBD). This requirement applies to all properties in the CBD.
 3. Chapter 10.108 includes special conditional use provisions with a new Section added to address formula businesses. The use must comply with existing conditional use decision criteria, be designed/situated to enhance the City's rural character, and specifically avoid standard frontage designs and styling clues that alert the public to the purpose of the business. The revised proposal eliminates provisions regarding sign language as being too restrictive and possible unconstitutional.
- E. The specific design requirements of the CBD (Chapter 10.46) remain in place. They do not appear to conflict with the purposes of the of the proposed revisions but may enhance their purpose.
- F. The City notified the Department of Land Conservation and Development of the proposed amendments and did not receive any comments as of the report date.

VI. FINDINGS

- A. Section 10.132.060. Any amendment to the text shall be initiated by the governing body or by the Planning Commission by ordinance.

FINDINGS: Consistent with this requirement, the Planning Commission initiated the proposed text amendment with support from the community.

- 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 Comprehensive Plan amendment, such action shall be confirmed by resolution.

FINDINGS: The amendment will follow the above noted procedure. The purpose of the hearing is for the Commission to review the request and 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: This 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 recognizes the importance of the downtown commercial area and determined limiting the influence of formula businesses to be appropriate and to be beneficial to the community.

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

FINDINGS: No errors were identified in the Comprehensive Plan. However, the amendments support Economy of the City Policy #8(e) which states the following: "(I)dentify and promote industry and/or economic activity that will be compatible with, enhance, and maintain Yamhill's small-town character, quality of life, and identity."

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

FINDINGS: As noted, while no errors were identified, the amendments do forward Plan policies.

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 also 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: These are design regulations that address specific aesthetic concerns of the City and do not conflict with the statewide land use goals.

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 provides additional review requirements for certain businesses but 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 does not change allowed uses within the Central Business District and therefore associated traffic impacts.

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: Again, the proposal does not change allowed uses within the Central Business District but establishes an additional set of development requirements for certain business types.

- 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.

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 Attachment "A".

VIII. APPEAL DATES

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 _____ VOTE OF THE YAMHILL PLANNING COMMISSION ON THE 18TH DAY OF MARCH 2024.

DATED at Yamhill, Oregon, this _____ day of _____, 2024.

SIGNED: _____
Ken Moore, Chair Date

ATTEST: _____
Angela Fowler, City Recorder Date

ATTACHMENT “A”
Proposed Development Code Amendments

- A. Amend Chapter 10.08 General Definitions with the addition of the following new definition:

“Formula Business” means a type of commercial business establishment, retail sales or rental activity and retail sales or rental establishment, including restaurants, hotels and motels, which, along with ten (10) or more other establishments, maintains two (2) or more of the following features: (a) standardized array of merchandise or standardized menu; (b) standardized facade; (c) standardized décor or color scheme; (d) uniform apparel; (e) standardized signage; or (f) trademark or service mark; provided, however, a “formula business” shall not include an automated, standalone vending machine.

1. “Standardized array of merchandise” means fifty (50%) percent or more of in-stock merchandise from a single distributor bearing uniform markings.
2. “Trademark” means a word, phrase, symbol or design, or a combination or words, phrases, symbols, or designs that identifies and distinguishes the source of the goods from one party from those of others.
3. “Service mark” means a word, phrase, symbol or design, or a combination or words, phrases, symbols, or designs that identifies and distinguishes the source of a service from one party from those of others.
4. “Decor” means the style of interior finishings, which may include, but is not limited to, style of furniture, wallcoverings, or permanent fixtures.
5. “Color scheme” means selection of colors used throughout, such as on the furnishings, permanent fixtures, and wallcoverings, or as used on the façade.
6. “Façade” means the face or front of a building, including awnings, looking onto a street or an open space.
7. “Uniform apparel” means standardized items of clothing including, but not limited to standardized aprons, pants, shirts, smocks or dresses, hat, and pins (other than name tags) as well as standardized colors of clothing.
8. “Signage” means a “business sign” as defined in Chapter 10.64 of this Code.
9. “Standardized” does not mean identical but means “substantially the same.”

- B. Amend Section 10.28.030 (Conditional Use C-3 Zone) with the following new language:

- (C) Formula Business located within the Central Business District (Chapter 10.46) and subject to provisions in Chapter 10.108 Specific Conditional Uses.

Existing subsection item (C) becomes subsection (D).

- C. Add the following new Section to Chapter 10.108 (Special Conditional Uses):

10.108.040 Formula Businesses.

In addition to the other provisions of Chapter 10.104, the following shall apply where formula businesses are permitted by conditional use procedures.

1. A formula business must demonstrate compliance with the criteria listed in this subsection in addition to all other applicable conditional use criteria contained in Section 10.104.030.
2. The applicant shall demonstrate in its application materials that:
 - a. The proposed formula business shall be designed to preserve and enhance the City's small-town character and to integrate existing community architectural and design features which will preserve such character for the City. This criterion is designed specifically to avoid standard frontage designs and styling clues that alert residents and visitors to the purpose of the business.
 - b. The building scale and mass as compared to surrounding development is compatible.
 - c. The developer shall establish provisions to minimize adverse impacts of development and operation on the natural setting and abutting properties.
3. In the event the City determines that a permit application or permit subject to this section is for a formula business, the permit applicant or holder bears the burden of proving to the City that the proposed or existing use does not constitute a formula business. This determination and challenge shall be in the form of a written staff decision that is appealable to the Planning Commission.

BEFORE THE YAMHILL PLANNING COMMISSION
Planning File CU/V/V 24-02

In the Matter of the)	
)	1. Conditional Use
Application of)	2. Variance (Sign Height)
)	3. Variance (Sign Area)
Yamhill-Carlton School District)	

ORDER

I. NATURE OF THE APPLICATION

This matter comes before the Yamhill Planning Commission on the application of Yamhill-Carlton School District requesting approval of a Conditional Use, and Variances to the sign area and height requirements, to install an Electronic Message Center.

II. GENERAL INFORMATION

A. Location

The subject property is located at 310 East Main Street and the County Assessor Map identifies the site as located within Township 3 South; Range 4 West; Section 04AC; Tax Lot 800.

B. Existing Development and Zoning

The property contains the Yamhill-Carlton Intermediate School, fronts a public street, and public sewer and water facilities serve the property. The site is zoned Single Family Residential (R-2).

C. Background Information

The applicant is requesting the following: (1) Conditional Use to install an Electronic Message Center; (2) Variance to the square footage limitation for a free-standing sign for a public building; and (3) Variance to the free-standing sign height requirements for a public building.

III. PUBLIC HEARING

A. Planning Commission Action

On February 26, 2024, the Planning Commission conducted a public hearing on the application. No *ex parte* contacts, bias or conflicts of interest were declared. At the conclusion of the hearing, the Planning Commission voted to continue the matter until the March 18, 2024, hearing to receive additional information.

The Commission reconvened on March 18, 2024, and received additional information and testimony. At the conclusion of the hearing, the Planning Commission voted to approve the application finding the proposal complied with all applicable decision criteria in Title 10 of the Yamhill Municipal Code.

B. City Council Action

The decision of the Planning Commission is final unless appealed. The Yamhill City Council hears the appeal.

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 Yamhill-Carlton School District.
- B. The subject property is located at 310 East Main Street and the County Assessor Map identifies the site as located within Township 3 South; Range 4 West; Section 04AC; Tax Lot 800.
- C. The property is zoned Single Family Residential (R2).
- D. The site contains approximately 5.3 acres.
- E. The property contains the Yamhill-Carlton Intermediate School, fronts a public street, and public sewer and water facilities serve the property.
- F. The applicant is requesting the following: (1) Conditional Use to install an Electronic Message Center; (2) Variance to the square footage limitation for a free-standing sign for a public building; and (3) Variance to the free-standing sign height requirements for a public building.
- G. Approval or denial of these requests is based on the Yamhill Municipal Code; Chapter 10.16 (Single Family Residential – R2); Chapter 10.64 (Signs); Section 10.64.220 (Sign Variances), and Chapter 10.108 (Conditional Use).

V. APPLICATION SUMMARY

- A. The School District wishes to modify the existing 14-foot free-standing sign located on East Main Street. The existing 4'x8' cabinet would be removed and replaced by a new 4'x8' cabinet with an LED display (electronic message center). The active area of the display would contain 16.319 square feet of area. The sign height would remain at 14 feet, three inches. Per section 10.64.030(L)(1), establishment of an electronic message center (EMC) is subject to a conditional use.
- B. Development Code Section 10.64.04 establishes the requirements for public and

semi-public signs. Per subsection (A), only one freestanding monument sign shall be permitted, not to exceed eighteen square feet in sign area and five feet in height. The proposed sign requires Variances to these two standards:

1. Section 10.64.030(L)(2) establishes the maximum allowable size for an EMC with public facilities allowed up to twenty-four square feet of area. Per the requirements in (L)(3), the area is calculated at a rate two times that of non-EMC signs. The EMC sign area is therefore 32.6 square feet in area. Coupled with the 11.3 square foot header, the total sign area of the proposed sign is 43.0 square feet. A variance is required as this exceeds the eight square foot limitation.
2. The revised sign will be fourteen feet, three inches in height. A variance is necessary as this exceeds the 5-foot height limitation.

As the variances relate to changes in the sign regulations, they are subject to provisions in Section 10.64.220. While the process follows in Chapter 10.100 (Variances), the criteria in this Section are specific to signs and therefore apply to this request.

- C. The core of the change involves replacing the existing cabinet with a new one containing an EMC. This is an alteration per Section 10.64.130 and requires a sign permit. However, a sign permit cannot be issued unless the City approves the conditional use and variances.
- D. For the record, the applicant submitted the necessary application forms and submittal. The Commission hearing and process comply with provisions in Chapter 10.104 (Conditional Uses) and Chapter 10.100 (Variances).

VI. CRITERIA AND FINDINGS – CONDITIONAL USE

- A. Section 10.104.030 establishes the circumstances for granting a conditional use. The Planning Commission may prescribe restrictions or limitations for the proposed conditional use and only after it has determined that such conditions are necessary for the public health, safety, and general welfare, or to protect persons or improvements in the area.
- B. The following contains the specific decision criteria:
 1. Section 10.104.030(A) - There is a public need for the conditional use;

FINDINGS: This criterion is not applicable to the request. The Code permits signs on the property; the applicant is requesting approval of a specific type of sign which requires approval of a conditional use.
 2. Section 10.104.030(B) - There is an inadequacy of other property to satisfy

the public need;

FINDINGS: As above, the Code allows signs on the property; considering alternative sites is not applicable for the purpose of the request.

3. Section 10.104.030(C) - The conditional use conforms to the Comprehensive Plan, all other provisions of this title, and any applicable street or highway plans;

FINDINGS: The Development Code implements Plan policies and sign regulations are part of the Code. The sign requires conditional use approval, thereby complying with provisions of the Code. Finally, the request does not establish a use or activity that will impact adopted street or highways plans.

4. Section 10.104.030(D) - The site for the proposed use is adequate in size and shape to accommodate said use of all yards, spaces, walls and fences, parking, loading, landscaping, and other features required to incorporate said use with land uses in the neighborhood;

FINDINGS: The new sign replaces an existing height of similar height, area, and mass. Issues regarding yards, landscaping, parking, loading, and other issues are not factors in permitting the use.

5. Section 10.104.030(E) - The site for the proposed use related to streets and highways is adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use;

FINDINGS: Again, this is effectively a sign replacement. The adequacy of streets and street improvements are not germane to the request.

6. Section 10.104.030(F) - The proposed use will have minimal adverse effect on abutting property or the permitted uses thereof; and

FINDINGS: The site currently contains a 14+ foot free standing sign. The replacement sign contains the same approximate height, dimensions, and mass thereby limiting potential adverse impacts.

The primary difference between the two signs lies in the use of an electronic message center. In establishing new regulations, the City adopted provisions to ensure this type of sign will have minimal impact on neighboring properties. The decision will be conditioned to require compliance with these provisions.

7. Section 10.104.030(G) - The conditions stated in the decision are deemed necessary to protect the public health, safety, and general welfare.

FINDINGS: Per the criterion, compliance with the EMC design provisions is required to ensure the sign protects the public health, safety, and general welfare.

VII. CRITERIA AND FINDINGS – VARIANCE
FREE-STANDING SIGN HEIGHT REQUIREMENT FOR A PUBLIC USE BUILDING

- A. As previously stated, the maximum allowable height for a free-standing sign involving a public or semi-public use is 5-feet. The proposed 14-foot 3-inch sign exceeds this limitation and therefore requires a variance to the sign regulations.
- B. A variance to the sign regulations is subject to provisions in Section 10.64.220. The following includes the specific criteria and findings:

1. Section 10.64.220(A) - There are unique circumstances of conditions of the lot, building, or traffic pattern such that the existing sign regulations create an undue hardship.

FINDINGS: There are two possible unique circumstances. The first is the presence of the existing sign pole, in that, it is cost effective for the School district to use the pole to locate the new sign. Second, part of the sign's purpose is to display messages to the teachers, students, parents, and the public at large and that is visible from a reasonable distance. This is not possible with a 5-foot monument sign.

2. Section 10.64.220(B) - The granting of the variance compensates for those circumstances in a manner equitable with other property owners and is thus not a special privilege to the business. The variance requested shall be the minimum necessary to compensate for those conditions and achieve the purpose of this Chapter.

FINDINGS: Except for the message sign, there will be no net change in the height, dimensions, or relative mass of the structure. Therefore, there is no gain or loss respective to granting a special privilege.

3. Section 10.64.220(C) - The granting of the variance shall not decrease traffic safety nor detrimentally affect any other identified items of public welfare.

FINDINGS: Adverse impacts are not anticipated on traffic safety or public welfare as the new sign effectively copies the existing one. Benefits to public safety and welfare are likely, however, due to the message capability of the sign. This can alert the public regarding school closures, events, city-wide emergencies, and other matters of importance to the public.

4. Section 10.64.220(D) - The variance will not result in a special advertising advantage in relation to neighboring businesses or businesses of a similar nature. The desire to match standard sign sizes (for example, franchise store signs) shall not be listed or considered as a reason for a variance.

FINDINGS: The School does not have a special advantage as there is no change in height. Further, as a public entity, there is no special advantage relative to a competing business.

5. Section 10.64.220(E) - The variance request shall not be the result of a self-imposed condition or hardship.

FINDINGS: The applicant was made aware of the requirements and submitted the required variance application. This is not the result of a self-imposed hardship.

VIII. CRITERIA AND FINDINGS – VARIANCE FREE-STANDING SIGN AREA REQUIREMENT FOR A PUBLIC USE BUILDING

- A. As noted, the maximum allowable sign area for a free-standing sign for a public use is eight square feet. The cabinet itself contains approximately 32 square feet in area and based on the calculation methodology in 10.46.030(L)(3) the proposed sign contains 43.9 square feet of area.
- B. A variance to the sign regulations is subject to provisions in Section 10.64.220. The following includes the specific criteria and findings:
 1. Section 10.64.220(A) - There are unique circumstances of conditions of the lot, building, or traffic pattern such that the existing sign regulations create an undue hardship.

FINDINGS: The prior variance recognize the height, bulk, dimensions, of the proposed sign are similar the existing improvements. While the new sign incorporates an EMC, the cabinet size will be unchanged so that the visible square footage is similar. The only significant difference is the use of the EMC. And as noted, the sign's purpose is to display messages to the teachers, students, parents, and the public at large. The message capability of the sign can alert the public to school matters and other issues. This is not possible with an eight square foot sign limitation.

2. Section 10.64.220(B) - The granting of the variance compensates for those circumstances in a manner equitable with other property owners and is thus not a special privilege to the business. The variance requested shall be the minimum necessary to compensate for those conditions and achieve the purpose of this Chapter.

FINDINGS: Except for the message sign, there will be no change in the height, dimensions, or relative mass of the cabinet. The visible square footage remains unchanged.

3. Section 10.64.220(C) - The granting of the variance shall not decrease traffic safety nor detrimentally affect any other identified items of public welfare.

FINDINGS: As noted, adverse impacts are not anticipated on traffic safety or public welfare as the new sign effectively copies the existing one.

4. Section 10.64.220(D) - The variance will not result in a special advertising advantage in relation to neighboring businesses or businesses of a similar nature. The desire to match standard sign sizes (for example, franchise store signs) shall not be listed or considered as a reason for a variance.

FINDINGS: The School does not have a special advantage as there is no change in the cabinet area. Further, as a public entity, there is no special advantage relative to a competing business.

5. Section 10.64.220(E) - The variance request shall not be the result of a self-imposed condition or hardship.

FINDINGS: The applicant was made aware of the requirements and submitted the required variance application. This is not the result of a self-imposed hardship.

IX. DECISION AND CONDITIONS OF APPROVAL

Based on the above findings, the Planning Commission finds the proposal complies with the applicable decision criteria and hereby APPROVES the application subject to the following Conditions:

- A. The decision shall be limited to the conditional use for the electronic message center sign and variances to the sign height and area requirements. No other changes shall be allowed unless otherwise permitted by the City.
- B. The applicant shall obtain a sign permit from the City of Yamhill. The sign shall conform to the proposed sign submitted as part of this application.
- C. The electronic message center portion of the sign shall remain off between the hours 9:00 p.m. and 6:00 a.m.
- D. Compliance with the Conditions of Approval shall be the sole responsibility of the applicant.

X. OTHER PERMITS AND RESTRICTIONS

The Applicant is advised that the use of the property involved in this application may require additional permits from the City or other local, State or Federal agencies.

The City of Yamhill land use and review and approval process does not take the place of or relieve the Applicant of responsibility for acquiring such other permits or satisfy any restrictions or conditions thereon. The land use permit approval does not remove, alter, or impair in any way any covenants or restrictions imposed on this property by deed or other instrument.

XI. APPEAL DATES

An appeal for this application must be made to the Yamhill City Council within 15 days of the date notice of this Order is mailed.

APPROVED BY A 4:0 VOTE OF THE YAMHILL PLANNING COMMISSION ON THE 18th DAY OF MARCH 2024.

DATED at Yamhill, Oregon, this 21st day of March, 2024.

SIGNED: Ken Moore
Ken Moore, Chair

4/1/2024
Date

ATTEST: Angie Fowler
Angie Fowler, City Recorder

4/1/2024
Date



City of Yamhill

A small taste of Oregon

INTERGOVERNMENTAL AGREEMENT City of Yamhill Yamhill Fire Protection District

WATER AGREEMENT

This intergovernmental water agreement made into this 25th day of March 2024 between:

THE CITY OF YAMHILL
a Municipal Corporation,
hereinafter referred to as
"City"
and

YAMHILL RURAL FIRE PROTECTION DISTRICT,
a rural fire protection district
organized under ORS Chapter 478,
hereinafter referred to as
"District"

PURPOSE:

WHEREAS, In December of 1984, the City and the District entered into an intergovernmental annexation agreement that became effective at 12:01 AM on July 1, 1985.

WHEREAS, As part of the agreement, the District has not paid water utilities and has not been billed by the City for the use of water within the District building located at 275 S Olive St, Yamhill, OR 97148.

WHEREAS, Recent discussion by citizens regarding the District not paying for water usage within the District building has been questioned resulting in the City reviewing the original intergovernmental annexation agreement. The catalyst for the discussion was due to citizen complaints to the City that consisted around fire department personnel washing their personal vehicles at the fire department prior to during and after a water curtailment that was in effect in 2023.

WHEREAS, From review of the original intergovernmental annexation agreement the following was discovered:

The City and the District are unable to locate a signed copy of the intergovernmental annexation agreement.

The language in the intergovernmental annexation agreement does not specify the District being exempt from paying water utilities within the District building.

THEREFORE, Due to the City and the District being unable to locate a signed copy of the agreement it has been decided to update the agreement to include language of the City continuing to not charge the District for water usage within the District building located at 275 S Olive St, Yamhill, OR 97148.

A copy of the original unsigned intergovernmental annexation agreement has been included in an attachment.

AGREEMENTS:

THEREFORE, As part of this agreement, the City will continue to not bill the District for water usage and the District will not be required to pay a water payment for water utilities on water usage within the District building located at 275 S Olive St, Yamhill, OR 97148.

THEREFORE, The District shall agree to refrain from allowing fire personnel washing their personal vehicles from any water receptacle that the City is not billing the District on at the District building located at 275 S Olive St, Yamhill, OR 97148.

THEREFORE, The District shall allow the City Public Works to install a water meter on all waterlines connected to the District building located at 275 S Olive St, Yamhill, OR 97148.

THIS IS THE ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the parties and shall become effective upon signature by all parties.

This Agreement shall remain in effect and may be modified or amended only by the written agreement of the parties.

APPROVAL OF AGREEMENT:

Dated and signed at Yamhill, Oregon, by the Mayor of the City of Yamhill, acting on behalf of such City, and by the Yamhill Rural Fire Protection District by its President, acting on behalf of such District.

This Agreement was approved by:
the City Council of the City of Yamhill, Oregon on _____, 2024,

and the Yamhill Fire Protection District Board on _____, 2024.

The City of Yamhill,

By:  _____ Date: 03/25/2024
Greg Graven/Chief of Police/Interim City Administrator

By: _____ Date: _____
Yvette Potter/Mayor

The Yamhill Fire Protection District:

By: _____ Date: _____
Jim Phillips/Board President

**THE CITY OF YAMHILL
YAMHILL FIRE PROTECTION DISTRICT
(YFPD)**

**Intergovernmental Agreement
Fuel Supply Station**

YFPD Chief Trampas Bergstrom and YFPD President Jim Phillips
ORIGINAL AGREEMENT 11/22/2008 REVISED 01/08/2024

The Yamhill Fire Protection District and the City of Yamhill agree to maintain and secure a fleet fuel station.

INTERGOVERNMENTAL AGREEMENT
City of Yamhill
Yamhill Fire Protection District

This intergovernmental agreement made and entered into this 8th day of January 2024 by between the CITY OF YAMHILL, a municipal corporation of the State of Oregon, hereinafter referred to as the "City", and the YAMHILL FIRE PROTECTION DISTRICT, a fire protection district organized under ORS Chapter 478, hereinafter referred to as the "District".

WHEREAS, this agreement is entered into under the authority of ORS Chapter 190 and ORS Chapter 190 allows units of local government, including fire districts and cities, to enter into written agreement for the performance of any and all functions or activities of the parties; and

WHEREAS, this agreement is entered into pursuant to ORS Chapter 190.010(3) and ORS 190.010(4), to implement an agreement for the construction, ownership and operation of a joint fueling station by the City and the District; and

WHEREAS, the City of Yamhill (the City) and the Yamhill Fire Protection District (the District) recognize the need to maintain a reliable fuel supply source and recognize that both parties must be able to obtain fuel for fleet vehicles at any time; and

WHEREAS, any fuel site must be owned, maintained, supplied, and secured in a safe and efficient manner, as set forth in this agreement; and

WHEREAS both parties recognize that it is in the public's best interest to share resources and have agreed that establishing an equal, joint ownership of a fuel tank and procedures for fuel sharing and dispensing is in the best interests of both parties;

THEREFORE, each of the undersigned agrees:

1. OWNERSHIP

- a) Both parties own one-half of a 1000-gallon fuel supply tank, which is double-walled, placed on a permanent pad and has a 1000 gallon capacity. The tank is divided into two (2) 500 gallon compartments, with one (1) compartment holding gasoline and the other diesel fuel.
- b) The City owns three (3) and the District owns two (2) of the five (5) dispensing pumps and hoses located at the fuel tank site.
- c) The City shall continue to provide a site for the fuel tank. The site will include an approved, covered concrete pad, electrical power to the site, a security fence that will prevent unauthorized entry to the fuel supply, and a 24-hour security surveillance system. City warrants that, to the

best of its knowledge, there are no hazardous substances, such as hazardous waste, harmful chemicals, pollutants, or oil, presently contaminating the fuel tank site.

2. MAINTENANCE

- a) Maintenance, replacement, and repair of dispensing pump or supply hoses. Maintenance, replacement, or repair of any dispensing pump or supply hose shall be divided equally between the City and the District.
- b) Maintenance, replacement, or repair of the fuel supply tank. Cost of any needed maintenance, replacement, or repair of the 1,000 gallon tank shall be divided equally between the City and the District.
- c) The City shall perform regular inspections of the fuel supply tank and inform the District in a timely manner of any maintenance, replacement, or repair needs.

Each party shall comply with all environmental laws and exercise the highest degree of care in the use, handling, and storage of the fuel and shall take all practical measures to minimize the risk of fuel spills. To the extent that either party allows fuel to be spilled, leaked, or disposed of, or otherwise released onto the property, the party shall be solely responsible for all remedial action and will hold the other party harmless from any and all costs associated with such remedial action. This provision shall survive the termination of this agreement. The City and the District shall be equally responsible for environmental clean-up, assessment or consulting costs associated with a failure of the tank or third party negligence pertaining to the filling of the tank.

3. ACCESS

- a) The City and the District shall agree upon and establish a security system that allows both parties equal access to the site.

4. FUEL VENDOR

- a) Fuel shall be purchased from a mutually agreed upon fuel vendor.
- b) The City or the District can request a change in fuel vendors. Vendor changes require a written agreement from both parties and undertaken in conjunction with applicable public procurement requirements pursuant to the Model Rules of the Attorney General of the State of Oregon.

5. INSURANCE

- a) The parties will, at all times during the term of this Agreement, maintain in force, a comprehensive general liability insurance policy in the same fashion as

maintained for their other facilities, property, and equipment. The coverage under each general liability insurance policy will be equal to or greater than the limits for claims made under the Oregon Tort Claims Act, with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Upon request, both parties will provide proof of such insurance coverage to the other party.

6. INDEMNIFICATION

- a) To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other party against liability for damage to life or property arising from the indemnifying party's or its agent or employee's activities under this Agreement, provided that a party will not be required to indemnify the other party for any such liability arising out of the wrongful acts of employees or agents of that other party.

7. USAGE

- a) The City shall monitor all fuel usage for the City and the District shall monitor all fuel usage for the District. Dispensing meters on each pump will record fuel usage.
- b) Each of the three (3) agencies, District, City Public Works Department, and the City Police Department, will tabulate their respective usage compared against the total dispensed, as calculated by the District, and the City for the Public Works Department, and the Police Department.
- c) In an effort to maintain and document accurate records of fuel usage, the City and the District may utilize a mutually agreed upon fuel management system to assist in the monitoring of the fuel usage. Any fees or other costs will be divided equally between the City and the District.
- d) The mutually agreed upon fuel management system would be required to have the ability to generate and provide a report of fuel usage for all dispensed fuel by the City and the District.
- e) Each department will also receive a report of discrepancies equating to more than plus or minus one-half of one percent (1/2%) of total usage for the reporting period. Any discrepancy will be allocated to the respective department's pro-rata, in accordance with their respective usage.
- f) The mutually agreed upon fuel management system would be required to have the ability to compare current readings against historical data to determine if a malfunction of supply equipment exists and a report of that determination will be issued to the equipment's owner.

- g) The fuel vendor will bill each agency based on their delivery of fuel to the fuel tank.
- h) Each party shall be billed for fuel usage separately and shall have an obligation to pay for fuel usage in a timely manner, no later than thirty (30) days from the receipt of the vendor's bill.

8. TERM AND TERMINATION OF AGREEMENT.

This agreement shall be effective for a term of ten years and may be renewed by agreement of both the City and the District for such additional term as shall be then agreed to by the parties. In the event the District desires to terminate the agreement early, it may do so at any time upon the giving of not less than thirty days (30) written notice of such termination. Upon any such early termination by District, full ownership of the fuel supply station equipment shall automatically revert to the City without payment, and the District shall forfeit its ownership of such equipment upon the termination of this Agreement. In the event the District declines to renew this Agreement at the end of its term, full ownership of the fuel supply station equipment shall automatically revert to the City without payment, and the District shall forfeit its ownership of such equipment upon the termination of this Agreement. In the event the City declines to renew the Agreement upon the expiration of its term, the City shall pay to the District the depreciated value of one half of the fuel supply tank and the depreciated value of the District's pumps and hoses based upon an appraisal of the value of such equipment obtained from a qualified appraiser of such equipment.

9. ADMENDMENTS

Any amendment to this Agreement shall become effective only when reduced to writing, approved by the governing bodies of the City and the District, and executed by an authorized representative of the City and the District.

10. VALIDITY OF AGREEMENT

If any part, paragraph, or provision of the agreement is adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining article, part, or provision of this agreement.

11. ARBITRATION

The parties agree that disputes under this agreement will be resolved through binding arbitration. Arbitration shall take place at the place agreed to by the parties. If the parties cannot agree upon a location for arbitration, arbitration will be held in Yamhill County. Unless otherwise agreed to by the parties, arbitration shall be in accordance with Oregon Revised Statute 36.600 - 36.740. All fees and costs of the arbitrator shall be shared equally by the parties. The party prevailing in the arbitration, as determined by the arbitrator, shall be awarded its share of costs of the arbitration against the non-prevailing party. The parties agree that the arbitrator may award to the prevailing party its costs and reasonable attorney fees as determined by the arbitrator. All such costs and fees awarded shall be part of any award

by the arbitrator and included as part of any award and any subsequent judgment.

12. ATTORNEY FEES

If arbitration, suit, or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, any sum as the court ay judge reasonable as attorney fees at trial, on petition for review, or on appeal.

13. APPROVAL OF AGREEMENT

This Agreement was approved by:

the City Council of the City of Yamhill, Oregon on _____, 2024,

and the Yamhill Fire Protection District Board on _____, 2024.

Mayor Yvette Potter

Date: _____.



Greg Graven Chief of Police/Interim City Administrator

Date: 01/08/2024_____.

Chief Trampas Bergstrom

Date: _____.

President Jim Phillips

Date: _____.

Utility Billing Vendors Comparison

	Muni Billing	Ampstun	Casselle
Annual Cost	\$ 4,392.96	\$ 2,600.00	\$ 34,812.00
Mailing Services/mo.	\$ 474.00	\$ 367.00	(unknown)
Online Cust. Portal	included	included	included
Conversion Costs/ Start up/Training	(current)	\$ 14,475.00 * Own outright, can continue without hosted support services of \$2600/year * Only service that offers text customer option * Was highly recommended for customer support by Amity	\$ 9,625.00 * Hosted, requires maintenance and support of \$967/mo./user for 3 workstations (\$34,812.00) *Start up Training requires all staff to travel to Idaho

Ampstun Corporation

PO Box 784
Richmond, KY 40476-0784
1-888-252-4784



February 2, 2024

Ampstun System Proposal: Advanced Data Conversion Prepared for City of Yamhill, OR

Ampstun System - Utility Billing Module

Billing module includes: Customer Care (CIS), Customer Billing, Online Payment Center and Customer Portal, eBilling option for electronic billing, Meter Reading, Work Orders and Administrative.

\$6,500.00

Billing Data Conversion (Advanced)

Advanced data conversion programming includes accounts, locations, meters, and beginning balance per account, with one year of transaction history. The cost is calculated based on the following schedule: \$3,000 plus \$1.00 per converted account.

\$3,600.00

On-Site Training and Support

- Ampstun Web-based System Training: Billing (4 days)

\$5,875.00

In person training includes: balancing, data refinement and general training.
The cost of the support and training services covers the trainers' rental car and/or airfare, travel time and living expenses while on-site.
See proposal notes for additional details regarding training.

*\$14,475
for remote
training*

Proposal Total \$15,975.00
25% Down Payment \$3,993.75

Sign: _____

Date: _____

PO#: _____

Proposal valid until 12/31/2024

Proposal Notes

This proposal is based on the following number of customers, pricing may be adjusted if the number of converted accounts changes significantly: **600 Customers**

Payment Terms

Unless other payment terms are arranged, final payment for the proposal is due at the beginning of the training visit. Ampstun Corporation also requires a twenty-five percent down payment and one of the following with the acceptance of this proposal - a valid purchase order, or a letter of intent stating the proposal has been accepted and payment will be made in full when the system is installed.

Proposal Acceptance

The Ampstun Corporation proposal total cost is based on the understanding that the entire proposal and all components are accepted as presented. Both parties agree that this written proposal constitutes the complete and exclusive statement of the agreement between them which supersedes all proposals, oral or written, and all other communication between them relating to the proposal scope and content. Both parties agree that all Ampstun Corporation software is provided subject to the standard Ampstun Corporation Software License Agreement shown below.

Ampstun Corporation, Inc. grants to you a non-exclusive, non-transferable license to use the software programs and related documentation in this package (collectively referred to as the "Software"). Any attempted sublicense, assignment, rental, sale or other transfer of the Software or the rights or obligations of this Software License Agreement, without the prior written consent of Ampstun Corporation, Inc., shall be void. This agreement will be governed by the laws of the Commonwealth of Kentucky.

This Software and documentation are copyrighted. Unauthorized copying, reverse engineering, decompiling, disassembling, and creating derivative works based on the Software are prohibited. Title to the Software is not transferred to you by this license. Ownership and title to the Software and to the actual contents of this package, including the copy of the Software and the media on which it is stored and the associated documentation, are retained by Ampstun Corporation, Inc. This agreement sets forth the entire agreement between parties. The terms herein may not be changed or modified except by an instrument in writing duly signed on behalf of both parties.

Ampstun Corporation, Inc. does not warrant that the Software will be free from error or will meet your specific requirements. You assume complete responsibility for decisions made or actions taken regarding selection of the Software to achieve your intended results. Ampstun Corporation, Inc. shall not be responsible for incidental, special, or consequential damages resulting from the use of this Software.

Ampstun Corporation Annual Support Fees

Software updates, unlimited toll-free phone support, and remote modem support are provided to users who remain on support with Ampstun Corporation. For existing Ampstun customers, these fees will be billed using your same schedule. For new Ampstun customers, this fee is due on the installation anniversary each year. Current pricing for annual support fees:

Billing Module	\$2,600
TOTAL	\$2,600

On-Site Training and Support

It is advised to have your computer-networking expert(s) available as needed during the first day of the Ampstun Corporation Representative's initial on-site training; which helps to ensure that any issues related to computers, networking, modem, or printing problems can be resolved quickly and efficiently. If for any reason this cannot be accommodated, it may have a negative impact on the amount of training time that is actually available to your staff during the time allotted for the on site visit.

The on-site training-conversion visit is designed to address three equally important tasks, 1) training, 2) data refinement and, 3) account balancing. In most cases these functions are carried out simultaneously throughout the on-site visit. There will always be the need for both data refinement and account balancing activities during the on-site visit.

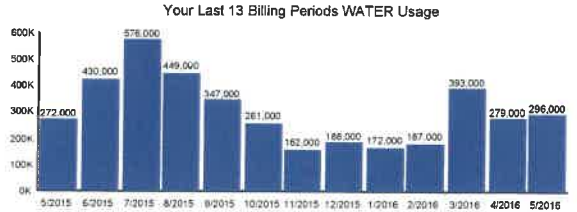
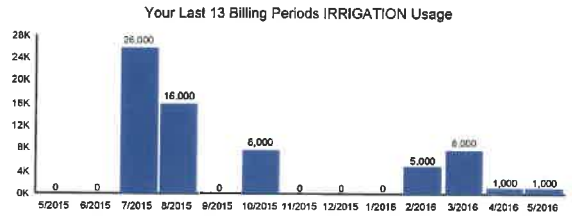
A preliminary, tentative, planning only date for the on-site visit will be established at the time that the proposal is prepared. When there is data conversion included in the proposal the final confirmed date for the on-site visit will not be established until after the customer has signed for the acceptance of the first data conversion.

The total number of on-site days for this service is indicated in the On-Site Training and Support Services pricing section of this proposal. If additional days of conversion support and training might be desirable, these additional days can be added to the proposal before acceptance. Additional support days can also be requested during the software conversion visit. These days are charged at a rate of \$875.00 per day plus travel time and travel expenses. Lodging, meals and transportation costs for installation and training services are included in the proposal. The on-site time quoted in this proposal is our best estimate of what will be required and should not be considered a guarantee.

In some cases the travel expense dollars included in the proposal includes an amount for airplane tickets. To get a lower fare, and to save you money, we usually purchase the ticket well in advance of the planned trip. If it becomes necessary to change the dates of travel you agree to pay the additional charges associated with the change of tickets and plans.

YOUR WATER COMPANY
 PO BOX 123
 SOMEWHERE, UT 88888

SAMPLE ACCOUNT
 PO BOX 61178
 SOMEWHERE, UT 88888



ACCOUNT #	LOCATION #	SERVICE ADDRESS	SERVICE DATES
100645	04-00250	727 Main St., Somewhere UT	4/25/2016 - 5/24/2016

POSTED DATE	DESCRIPTION	CURRENT	PREVIOUS	USAGE	READING DATES	DAYS	AMOUNT
	Balance Forward: 04/30/2016						2,440.75
05/09/2016	Payment Check						-2,440.75
05/31/2016	FIRE VALVE						40.00
05/31/2016	IRRIGATION	8,000	7,000	1,000	04/28/2016-05/24/2016	26	60.00
05/31/2016	SEWER	425,000	129,000	296,000	04/25/2016-05/24/2016	29	1,052.50
05/31/2016	WATER	425,000	129,000	296,000	04/25/2016-05/24/2016	29	1,420.00
PAYMENT LATE AFTER				STATEMENT DATE		PAY THIS AMOUNT	
6/20/2016				9/20/2016		2,572.50	

Messages from YOUR WATER COMPANY:
 - This is a test bill.

PO BOX 123
 SOMEWHERE, UT 88888



Account: 100645
 Location: 04-00250

Customer: Sample Account
 Service At: 727 Main St., Somewhere UT
 Amount Due Now: **2,572.50**
 Late After: 6/20/2016

SAMPLE ACCOUNT
 PO BOX 61178
 SOMEWHERE, UT 88888

(Office Use) Circle Payment Type: Balance Transfer cc auth.net online payment Date Received _____

^ Indicates Estimated Reading

Please Return This Stub With Payment



UTILITY BILLING SOFTWARE

QUALITY SOFTWARE AND SUPPORT FOR OVER 30 YEARS

Web-Based Billing

OFFERING:

- CUSTOMER PORTAL
- GIS INTEGRATION
- EMAIL & TEXT ALERTS
- ACCOUNTING & INVENTORY INTEGRATION
- MOBILE WORK ORDER APP
- MULTIPLE BILL PRINTING OPTIONS

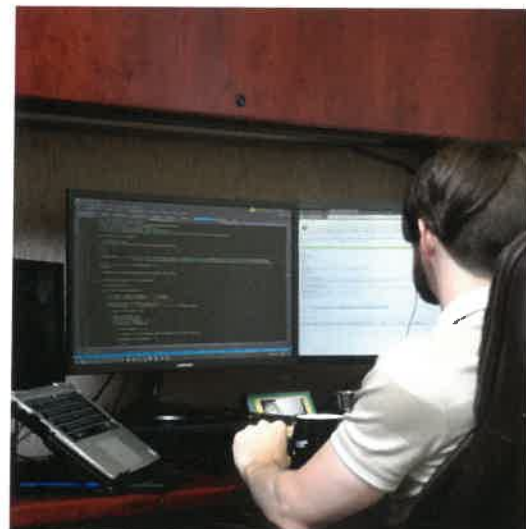
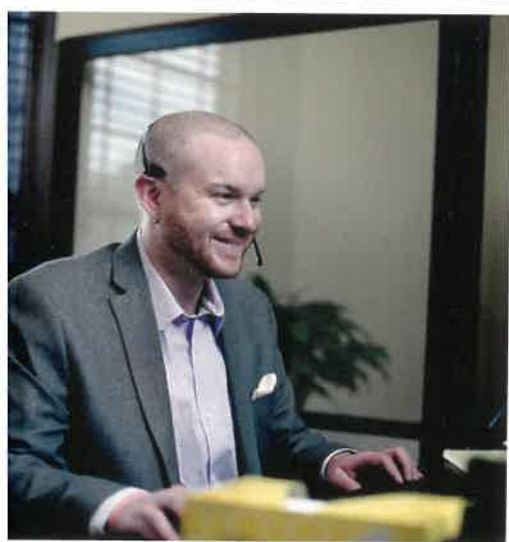
Customer Support

SAME DAY SUPPORT VIA PHONE OR EMAIL

REMOTE AND IN-PERSON TRAINING AVAILABLE

GET QUICK ANSWERS REGARDING:

- REPORT GENERATION
- PAYMENT & ADJUSTMENT ENTRY
- METER READING INTEGRATION
- CUSTOMER DEMOGRAPHIC CHANGES



CALL FOR A DEMONSTRATION & QUOTE
888.252.4784

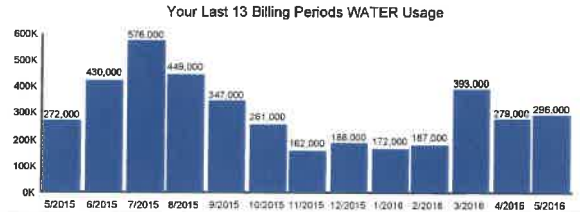
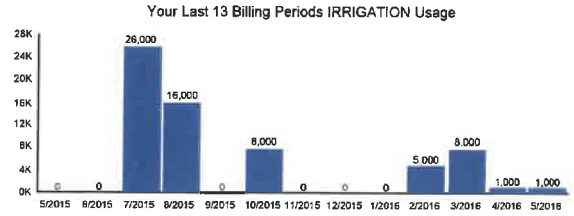
AMPSTUN.COM

419 W. MAIN STREET, RICHMOND, KY 40475

YOUR WATER COMPANY
 PO BOX 123
 SOMEWHERE, UT 88888



SAMPLE ACCOUNT
 PO BOX 61178
 SOMEWHERE, UT 88888



ACCOUNT #	LOCATION #	SERVICE ADDRESS	SERVICE DATES
100645	04-00250	727 Main St., Somewhere UT	4/25/2016 - 5/24/2016

POSTED DATE	DESCRIPTION	CURRENT	PREVIOUS	USAGE	READING DATES	DAYS	AMOUNT
	Balance Forward: 04/30/2016						2,440.75
05/09/2016	Payment Check						-2,440.75
05/31/2016	FIRE VALVE						40.00
05/31/2016	IRRIGATION	8,000	7,000	1,000	04/28/2016-05/24/2016	26	60.00
05/31/2016	SEWER	425,000	129,000	296,000	04/25/2016-05/24/2016	29	1,052.50
05/31/2016	WATER	425,000	129,000	296,000	04/25/2016-05/24/2016	29	1,420.00
PAYMENT LATE AFTER				STATEMENT DATE		PAY THIS AMOUNT	
6/20/2016				9/20/2016		2,572.50	

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 SOMEWHERE, UT 88888



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 Location: 04-00250
 Customer: Sample Account
 Service At: 727 Main St., Somewhere UT
 Amount Due Now: **2,572.50**
 Late After: 6/20/2016

SAMPLE ACCOUNT
 PO BOX 61178
 SOMEWHERE, UT 88888

(Office Use) Circle Payment Type: Balance Transfer cc auth.net online payment Date Received _____

^ Indicates Estimated Reading

Please Return This Stub With Payment

Ampstun Corporation

PO Box 784
Richmond, KY 40476-0784
1-888-252-4784



February 2, 2024

Ampstun System Proposal: Advanced Data Conversion Prepared for City of Yamhill, OR

Ampstun System - Utility Billing Module

Billing module includes: Customer Care (CIS), Customer Billing, Online Payment Center and Customer Portal, eBilling option for electronic billing, Meter Reading, Work Orders and Administrative.

\$6,500.00

Billing Data Conversion (Advanced)

Advanced data conversion programming includes accounts, locations, meters, and beginning balance per account, with one year of transaction history. The cost is calculated based on the following schedule: \$3,000 plus \$1.00 per converted account.

\$3,600.00

On-Site Training and Support

- Ampstun Web-based System Training: Billing (4 days)

\$5,875.00

In person training includes: balancing, data refinement and general training.
The cost of the support and training services covers the trainers' rental car and/or airfare, travel time and living expenses while on-site.
See proposal notes for additional details regarding training.

\$14,475
for remote
training

Proposal Total \$15,975.00
25% Down Payment \$3,993.75

Sign: _____

Date: _____

PO#: _____

Proposal valid until 12/31/2024

Proposal Notes

This proposal is based on the following number of customers, pricing may be adjusted if the number of converted accounts changes significantly: 600 Customers

Payment Terms

Unless other payment terms are arranged, final payment for the proposal is due at the beginning of the training visit. Ampstun Corporation also requires a twenty-five percent down payment and one of the following with the acceptance of this proposal - a valid purchase order, or a letter of intent stating the proposal has been accepted and payment will be made in full when the system is installed.

Proposal Acceptance

The Ampstun Corporation proposal total cost is based on the understanding that the entire proposal and all components are accepted as presented. Both parties agree that this written proposal constitutes the complete and exclusive statement of the agreement between them which supersedes all proposals, oral or written, and all other communication between them relating to the proposal scope and content. Both parties agree that all Ampstun Corporation software is provided subject to the standard Ampstun Corporation Software License Agreement shown below.

Ampstun Corporation, Inc. grants to you a non-exclusive, non-transferable license to use the software programs and related documentation in this package (collectively referred to as the "Software"). Any attempted sublicense, assignment, rental, sale or other transfer of the Software or the rights or obligations of this Software License Agreement, without the prior written consent of Ampstun Corporation, Inc., shall be void. This agreement will be governed by the laws of the Commonwealth of Kentucky.

This Software and documentation are copyrighted. Unauthorized copying, reverse engineering, decompiling, disassembling, and creating derivative works based on the Software are prohibited. Title to the Software is not transferred to you by this license. Ownership and title to the Software and to the actual contents of this package, including the copy of the Software and the media on which it is stored and the associated documentation, are retained by Ampstun Corporation, Inc. This agreement sets forth the entire agreement between parties. The terms herein may not be changed or modified except by an instrument in writing duly signed on behalf of both parties.

Ampstun Corporation, Inc. does not warrant that the Software will be free from error or will meet your specific requirements. You assume complete responsibility for decisions made or actions taken regarding selection of the Software to achieve your intended results. Ampstun Corporation, Inc. shall not be responsible for incidental, special, or consequential damages resulting from the use of this Software.

Ampstun Corporation Annual Support Fees

Software updates, unlimited toll-free phone support, and remote modem support are provided to users who remain on support with Ampstun Corporation. For existing Ampstun customers, these fees will be billed using your same schedule. For new Ampstun customers, this fee is due on the installation anniversary each year.

Current pricing for annual support fees:

Billing Module	\$2,600
TOTAL	\$2,600

On-Site Training and Support

It is advised to have your computer-networking expert(s) available as needed during the first day of the Ampstun Corporation Representative's initial on-site training; which helps to ensure that any issues related to computers, networking, modem, or printing problems can be resolved quickly and efficiently. If for any reason this cannot be accommodated, it may have a negative impact on the amount of training time that is actually available to your staff during the time allotted for the on site visit.

The on-site training-conversion visit is designed to address three equally important tasks, 1) training, 2) data refinement and, 3) account balancing. In most cases these functions are carried out simultaneously throughout the on-site visit. There will always be the need for both data refinement and account balancing activities during the on-site visit.

A preliminary, tentative, planning only date for the on-site visit will be established at the time that the proposal is prepared. When there is data conversion included in the proposal the final confirmed date for the on-site visit will not be established until after the customer has signed for the acceptance of the first data conversion.

The total number of on-site days for this service is indicated in the On-Site Training and Support Services pricing section of this proposal. If additional days of conversion support and training might be desirable, these additional days can be added to the proposal before acceptance. Additional support days can also be requested during the software conversion visit. These days are charged at a rate of \$875.00 per day plus travel time and travel expenses. Lodging, meals and transportation costs for installation and training services are included in the proposal. The on-site time quoted in this proposal is our best estimate of what will be required and should not be considered a guarantee.

In some cases the travel expense dollars included in the proposal includes an amount for airplane tickets. To get a lower fare, and to save you money, we usually purchase the ticket well in advance of the planned trip. If it becomes necessary to change the dates of travel you agree to pay the additional charges associated with the change of tickets and plans.



AMPSTUN

Ampstun Corporation
1001 Gibson Bay Dr., #203
Richmond, KY 40475
888.252.4784
Ampstun.com

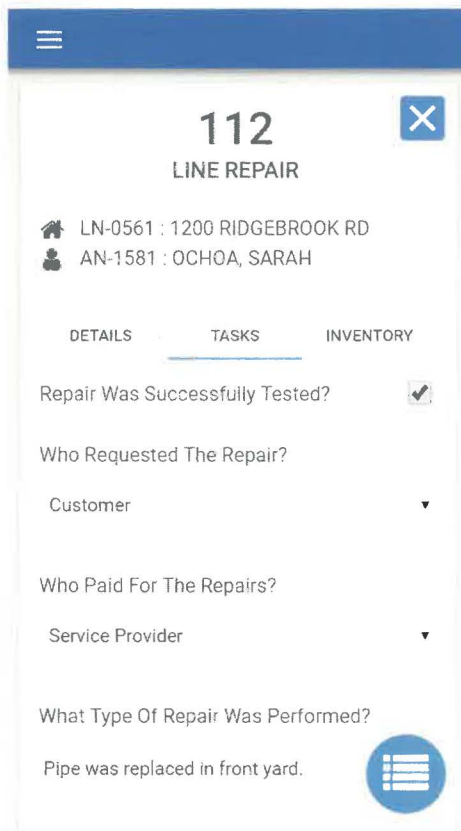
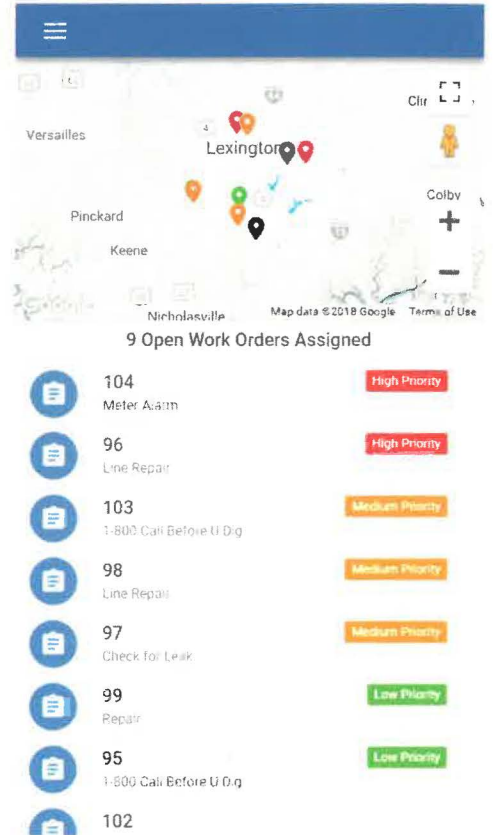
MOBILE WORK ORDER APP



ACCESS FROM ANY DEVICE WITH A BROWSER.



DIRECT INTEGRATION WITH BILLING.



FEATURES INCLUDE

- View orders by location and priority.
- Customizable task list by work order type.
- Apply inventory used directly in the field.
- Record time, type notes and close work orders on the fly.



Caselle® Hosted Software & Services Proposal

City of Yamhill, OR

February 26, 2024

(Valid for 90 days)

From:

Wade Walker, Territory Manager
pww@caselle.com

Caselle[®] Hosted Software & Services Proposal
City of Yamhill, OR
February 26, 2024

Proposal Summary

License Type	Hosted
Total Training	\$4,475
Total Setup	3,950
Total Conversion	1,200
Total Investment	\$9,625

The total proposal price of \$9,625 is required with order.
Hosted Maintenance & Support will be \$967 per month for three workstations.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Yamhill is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date



Caselle® Hosted Software & Services Proposal
 City of Yamhill, OR
 February 26, 2024

Proposal Detail

<i>Caselle®</i> Application Software	License Type	Training	Setup	Conversion	Total
Utility Management	Hosted	\$3,375	\$1,700	\$1,200	\$6,275
Utility Electronic Reading Interface	Hosted	Included	250	-	250
Utility Service Orders	Hosted	550	500	-	1,050
Online Mapping	Hosted	-	-	-	-
Cash Receipting	Hosted	550	500	-	1,050
Payment Import	Hosted	Included	1,000	-	1,000
Cash Receipting Web Services	Hosted	-	-	-	-
Utility Management Web Services	Hosted	-	-	-	-
Three (3) Concurrent User Licenses	Included	-	-	-	Included
Grand Total	Hosted	\$4,475	\$3,950	\$1,200	\$9,625

Notes:

1. Training will take place at Caselle. We offer several options for training: at our location in Provo Utah, Onsite and Online. We offer a significant discount to come to our location for training and have found that taking you out of your environment helps avoid interruptions and can be the most beneficial. Some sites request a combination of all three. We encourage training at Caselle but are more than happy to do what works best for you and your staff.
2. If during the Implementation the Pre-Live and Go-Live needs to be re-scheduled you may be subject to additional charges up to \$10,000. depending on frequency and reason.

 Caselle allocates resources and staffing to accomplish your implementation in a timely manner. When hard dates are set and missed it affects multiple projects and requires more time and resources.
3. History Conversion is available on a per-bid basis. Additional fees may apply upon review of existing legacy data.



Caselle® Hosted Software & Services Proposal
City of Yamhill, OR
February 26, 2024

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Caselle[®] Hosted Software & Services Proposal
City of Yamhill, OR
February 26, 2024

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
- All appropriate transactions for balancing the billing will be converted.
- Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
- Caselle will provide reports of the converted data for auditing purposes.

600 meters or customers are included

Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.



Caselle® Hosted Software & Services Proposal
City of Yamhill, OR
February 26, 2024

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

April 2, 2024

Yvette Potter, Mayor
City of Yamhill, Oregon
PO Box 9
Yamhill, OR 97148

Re: Underwriter/Placement Agent Engagement Letter
General Obligation Bonds to be on the Ballot in 2024-2026
Full Faith and Credit Obligations to be issued in 2024-2026 (the “Securities”)

Dear Mayor Potter:

On behalf of Piper Sandler & Co. (“Piper Sandler” or “we”), we wish to thank you for the opportunity to serve as an underwriter or placement agent to you for the issuance of the Securities. We understand that the decision to either conduct a public sale of the Securities or arrange for the placement of the Securities in a private placement to a single or limited number of investors will be made by you sometime in the future. This letter is intended to describe our engagement for either method of sale.

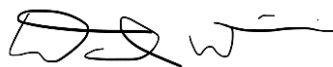
This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Sandler as an underwriter or placement agent respecting the Securities, this engagement is subject to any applicable procurement laws and the formal approval of Piper Sandler as underwriter or placement agent by your board or governing body, and is also subject to mutual agreement as to the final structure for the Securities and the terms and conditions of a bond purchase or placement agent agreement. This engagement does not restrict you from using other underwriters or placement agents respecting the Securities or any other municipal securities transaction or prevent you from delaying or cancelling the Bond issue or selecting an underwriting syndicate that does not include Piper Sandler.

As an underwriter or placement agent, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning the Securities. However, Piper Sandler intends to serve as an underwriter or placement agent and not as a financial advisor to you; and the primary role of Piper Sandler is to purchase securities for resale to investors or arrange for the placement of securities in an arm’s-length commercial transaction. Piper Sandler has financial and other interests that differ from your interests.

Attached to this letter are regulatory disclosures required by the Securities Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing any conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately.

We wish to receive your written acknowledgement that you have received the Appendix A disclosures and that this engagement is approved. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me.

Sincerely,



David Williams, Senior Vice President
Piper Sandler & Co.

Acknowledgement and Approval of Engagement
and Receipt of Appendix A Disclosures

Yvette Potter, Mayor
City of Yamhill, Oregon
Date: _____

Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. to serve as your underwriter or placement agent. We are writing to provide you with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

Piper Sandler & Co. intends to serve as an underwriter or placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

If Piper Sandler is engaged to act as your underwriter in a negotiated underwriting, by engaging Piper Sandler as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Sandler did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

Dealer-Specific Conflicts of Interest Disclosures

Piper Sandler has identified the following actual or potential² material conflicts of interest:

- We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Standard Disclosures

- Disclosures Concerning the Underwriters’ Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters’ primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

- The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³
- Disclosures Concerning the Placement Agent Role:
 - MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors.
 - Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation.
 - Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The placement agent has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - In the event an official statement is prepared, the placement agent will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.⁴
- Disclosures Concerning the Underwriters' Compensation:
 - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- Disclosures Concerning the Placement Agent's Compensation:
 - The placement agent will be compensated by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

⁴ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Please note that nothing in this letter should be viewed as a commitment by the underwriters or placement agent to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Appendix B – Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds. “General obligation (GO) bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds. “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the

financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding "Security" is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

CITY OF YAMHILL PARK SPECIAL EVENT USE PERMIT

APPLICANT AND RESPONSIBLE PARTY:

Name: Armon Barrows & Erin Sunday

Address: Yamhill-Carlton High School 275 N. Maple St. Yamhill, Oregon

LOCATION:

Park Area: Beulah City Park

Use Date: 4/27/2024

Use Time 11AM - 3pm

Type of Event or Purpose: Car Show Fundraiser

Estimated Attendance Number: ~50 people

Will Alcohol be Served: Yes (No)

If YES refer to General Regulations & Procedures

Will Electricity be Required: Yes (No)

If YES, there will be a charge of \$10.00

Will Sound Amplification be Used: Yes (No)

Is Activity Revenue Generating: Yes (No)

Admission Charge or Fee: \$4 (8 ad under Free)

Applicant has Insurance Certificate: Yes (No)

Certificate is Attached: yes

Special Needs:

GENERAL REGULATIONS AND PROCEDURES

The Yamhill City Council shall approve the issuance of a permit when they find:

- A. That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the Park.
B. That the proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
C. That the proposed activity or use is not reasonably anticipated in incite violence, crime or disorderly conduct.
D. That the proposed activity or use will not entail unusual, extraordinary or burdensome expense or police operation by the City.
E. That the facilities desired have not been reserved for others at the day and hour required in the application.
F. Applicant will provide proof of license obtained from OLCC for proposed activity or use for the day and hour requested in the application.
G. No alcoholic beverages with an alcoholic content of more than 21% will be brought into or consumed at the park.

In reserving the requested area of the Park, I hold the City harmless and indemnify the City from any and all liability for injury to persons or property, and I agree to be liable to the City for any and all damages to parks, facilities and buildings owned by the City occurring as a result of the activity I am sponsoring.

IN CONSIDERATION OF THE CITY GRANTING THE PERMISSION ABOVE REQUESTED, THE APPLICANT HEREBY BINDS ITSELF TO THE TERMS AND CONDITIONS PRINTED ON THE BOTTOM HALF OF THIS APPLICATION. SIGNATURE NECESSARY AT BOTTOMS OF PAGE. PLEASE READ CAREFULLY BEFORE SIGNING.

TERMS AND CONDITIONS

In consideration of the City granting permission to applicant to use it's facility as requested on the above, applicant hereby binds itself to the following terms and conditions:

- A. Applicant shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of or connected in any way with the use of the City facilities by the applicant.
B. Applicant accepts the facilities, including the premises and equipment, in the condition then existing and expressly releases the City, its directors, officers, agents, employees and representatives from any and all claims, damage, loss expense or causes of action or causes of suit, arising out of or resulting from the use of the facilities by the applicant.
C. Applicant shall pay the usual fees and charges applicable to such use as established by the City.
D. Applicant shall reimburse the City for all damages to the premises of property resulting from such use other than ordinary wear and depreciation as determined by the City.
E. Applicant agrees to conform to all rules and regulations of the City, a copy of which has been received by applicant.
F. Applicant shall provide adequate supervision and shall be responsible for any improper conduct of the audience, both individually and collectively, while on the City premises or utilizing the facilities.
G. Applicant agrees that the use of the facilities and this permit shall be revocable by the City at any time at the option of the City.
H. The applicant hereby agrees to indemnify and hold harmless the City, its directors, officers, agents, employees and representatives, from and against any and all claims, loss, damage, expense, injury or death and from all causes of action or cause of suit, and from all costs and expenses, including attorneys' fees, connected therewith, arising out of or connected directly or indirectly with the use of the facility by applicant, however and wherever cause, and whether or not caused by any negligence on the part of the City or the condition of the premises of facility.
I. The applicant further agrees to abide by all federal, state and municipal equal opportunity laws and regulations prohibiting discrimination.
J. Applicant will provide and Insurance Certificate of Liquor Liability name the City of Yamhill as and additional insurer with minimum coverage of \$500,000.00

Additional Conditions:

Date Paid: Receipt #: Insurance Certificate: General Liability:

Host Liquor Liability: Security Required: Non-Profit ID#

Other Information:

ACCEPTANCE of CONDITIONS: (Applicants Signature) DATE:

APPROVED: TITLE: DATE:

Scheduled on Park Calendar: Copy given to Applicant: Copy to PW:

SPECIAL PROVISIONS

The following conditions shall apply to permits concerning alcohol in a public park:

1. THIS PERMIT MUST BE KEPT AND MAINTAINED AT ALL TIMES IN THE POSSESSION OF THE PERSON TO WHOM IT IS ISSUED, IS NOT TRANSFERABLE, IS NOT REFUNDABLE AND MAY BE ISSUED ONLY TO A PERSON WHO IS AT LEAST 21 YEARS OF AGE.
2. Special Event Permits automatically expire when the rental period ends.
3. Alcohol is not allowed in any children's playground area or in any vehicular parking lot.
4. A person who has been issued a special use permit permitting alcohol shall not allow, pursuant to their permit, a person known to be disqualified from receiving an alcohol permit or exercising any park alcohol privilege to consume alcohol or possess an open alcohol container in the park.
5. Nothing contained herein is intended to authorize the consumption, possession, distribution, or use of alcohol in any manner which is prohibited under Oregon law, or to modify the provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.400).
6. Violation of park rules, or conditions under which a permit is issued, may result in the alcohol beverage being forfeited for disposal, forfeiture of the alcohol permit and all park alcohol privileges for a period of one year, and other penalties provided by the park rules, including a civil infraction citation with a \$500 maximum fine and exclusion from the park for up to 90 days.
7. It shall be unlawful for any person to consume alcohol, to possess an open container holding alcohol, or to open a container holding alcohol while in the park, except pursuant to a permit issued by the City Council and in accordance with the terms and conditions stated on the Special Events permit.
8. Definitions: (1) "Alcohol or Alcoholic Beverage"; any form of alcohol containing more than one half of one percent alcohol by volume, including by not limited to malt and fermented beverages, whether licensed for sale in the state or not. (2) "Park Alcohol Privilege"; An opportunity, subject to City Council approval, for a person to obtain a permit relating to a group for individual consumption of alcohol in a city park, or to consume alcohol, to possess an open container of alcohol, or to open a container of alcohol, while in a city park. Park alcohol privilege refers to all of the above collectively. Unless otherwise specified in a permit, a park alcohol permit issued under the park rules ordinance allows a person to exercise all park alcohol privileges in accordance with park rules.
9. At such occasions when, in the opinion of the City Council, it is considered necessary, the assignment of one or more security officers (uniformed or plain clothes according to conditions) may be required. The cost of such shall be borne by the group or organization sponsoring the activity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Stephani Kunce	
WHA Insurance Agency		PHONE (A/C, No, Ext): (800) 852-6140	FAX (A/C, No): (541) 342-3786
2930 Chad Drive		E-MAIL ADDRESS: skunce@whainsurance.com	
Eugene	OR 97408	INSURER(S) AFFORDING COVERAGE	
		INSURER A: PACE	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Yamhill-Carlton School District #1			
120 N Larch Pl			
Yamhill		OR 97148	


COVERAGES**CERTIFICATE NUMBER:** 23-24 GL AU**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			38P60065	07/01/2023	07/01/2024	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ Per Occurrence \$ 20,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			38P60065	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto Liability \$ 14,500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Yamhill PO Box 9 205 S Maple St Yamhill OR 97148	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CLASS OF 2025 PRESENTS...

REVVIN' UP FOR SUCCESS

- ◆ April 27th, 2024
- ◆ 11am-3pm Awards at 2:30pm
- ◆ Beulah City Park
Yamhill, Oregon .

CAR
ADMISSION
\$15
PRE REGISTRATION
REQUIRED



Link to pre
register

Scan me with your
phone

★ Food Trucks ★

★ All vehicles welcome ★ Prizes★

• ADMISSION
• \$4
• 8 AND UNDER
• FREE

• VOTING TICKETS
• \$0.50

All proceeds go to Yamhill-Carlton High School
Class of 2025 and Prom 2024



CONDUITS™
REPORTING SERVICE

Online reporting of lien and other interests during real estate transactions

- Used by over 85 municipalities
- Save time through automation and eliminate manual processes
- Immediate reports with payoff calculation
- Provide better service through enhanced communication
- Simple implementation can be done within days
- Improve debt collections on liens

Web-based

- No hardware or infrastructure to maintain
- No software to install or update
- Secure and reliable cloud-based storage

Service Model

- Usage-based cost
- No long term commitments
- Product and user support included



CONDUITS[™]

Conduits[™] Service Agreement

EFFECTIVE DATE: _____

PARTIES:

NET ASSETS CORPORATION ("NETASSETS")
109 River Ave, Eugene, Oregon 97404

City of Yamhill ("ORGANIZATION")
205 S. Maple St.
Yamhill, OR 97148

AGREEMENT

This Agreement is made as of the date stated above, (the "Effective Date") and sets forth the terms and conditions under which the web application known as Conduits[™] will be used by ORGANIZATION, and made available for use by NETASSETS.

1. Definitions

1.1 "Conduits[™]", as created by NETASSETS, including web pages, graphics, data formats, and server components, shall mean the web application used for publication of the ORGANIZATION'S interests in real property via the Internet.

1.2 "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible, and in any media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed, (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

1.3 "End-user(s)" shall mean any individual, company, or entity that is given access to Conduits[™].

1.4 "Search Transaction(s)" shall mean any search request of Conduits[™] initiated by an End-user for data related to interest against an individual real property.

1.5 "Internal Search(es)" shall mean a Search Transaction identified as internal in Conduits[™], performed by ORGANIZATION for ORGANIZATION's own internal purposes.

1.6 “Duplicate Search(es)” shall mean a Search Transaction performed by the same End-user on the same real property within a specified number of days as defined by ORGANIZATION in Conduits™.

1.7 “Prepaid Search(es)” shall mean the purchase, via credit card or otherwise, of the right to perform a Search Transaction at some future time.

2. Payment

2.1 Search Fees. ORGANIZATION agrees to pay NETASSETS a fee of \$15 for each Search Transaction or Prepaid Search by an End-user, not including Internal Searches. The same fee applies for Duplicate Searches unless ORGANIZATION does not charge the End-user for a Duplicate Search.

2.1.1 Conduits Gateway. The Conduits service provides an internal payment solution that can be used by ORGANIZATION. The ORGANIZATION will charge \$35.00 to End-users. ORGANIZATION agrees to pay NETASSETS a payment solution fee of \$3.00 in addition to the Search Fees identified in section 2.1.

At the conclusion of each month, within 15 business days, NETASSETS will send ORGANIZATION the net amount of the ORGANIZATION’s charges minus the NETASSETS payment solution fees and the Search Fees (\$35.00 - \$3.00 - \$15.00 = \$17.00 per search). Payment will be made EFT transfer, or by other method as mutually agreed upon.

The payment solution fee may change if ORGANIZATION changes their End-user charge in the future. The ORGANIZATION’s End-user charge can be changed in Conduit settings and ORGANIZATION will be automatically billed accordingly. ORGANIZATION may contact NETASSETS to determine what if any change will occur to the payment solution fee. The NETASSETS payment solution fee will only be in whole dollar increments.

The payment solution fee only applies while ORGANIZATION chooses to use the Conduits internal payment solution. ORGANIZATION may choose to provide its own payment solution at any time to be used by Conduits.

3. Use of Conduits™

3.1 Prohibited Actions. ORGANIZATION shall not adopt, translate, copy or modify Conduits™, or disassemble, decompile, reverse engineer, reverse compile, cross compile or otherwise attempt to derive source code from Conduits™. ORGANIZATION shall not create accounts for use of Conduits™ for any End-user outside of ORGANIZATION.

3.2 Transmission of Data. ORGANIZATION shall be solely responsible for the timely and accurate update and transmission of information or other data submitted to Conduits™, and shall promptly report any problems encountered by ORGANIZATION or End-users in operation of or access to Conduits™. ORGANIZATION shall transmit all data to NETASSETS in the format(s) as mutually agreed upon.

3.3 Ownership Rights. Ownership of all Intellectual Property Rights in Conduits™ will at all times remain the property of NETASSETS. ORGANIZATION agrees not to remove or obliterate any copyright, trademark or proprietary rights notices of NETASSETS or NETASSETS's suppliers from Conduits™.

3.4 Exclusivity. ORGANIZATION shall utilize Conduits™ exclusively for all communications of interests in real property for any End-user outside of ORGANIZATION to the exclusion of any other forms of communication, including phone, mail, and email or other services or applications. Once an End-user has obtained a Conduits™ report, communications regarding the information in the report should occur within the messaging system built into Conduits™. If necessary, other forms of communication can be used to an End-user once an End-user has obtained a Conduits™ report.

4. Term of Agreement/Termination

4.1 Term. This agreement is effective from the Effective Date, until the date of termination under this Section 4.

4.2 Termination by ORGANIZATION. ORGANIZATION may terminate this Agreement:

4.2.1 At any time, with or without cause, effective upon sixty (60) days prior written notice to NETASSETS; or

4.2.2 Thirty (30) days after delivery of written notice to NETASSETS by ORGANIZATION that NETASSETS has breached any provision of this Agreement, if NETASSETS has not cured such breach within the thirty (30) day period.

4.3 Termination by NETASSETS. NETASSETS may terminate this Agreement:

4.3.1 At any time, with or without cause, effective upon sixty (60) days prior written notice to ORGANIZATION; or

4.3.2 Immediately upon written notice to ORGANIZATION in the event of any breach of Sections 2, 3.1 or 3.3 or 3.4; or

4.3.3 Thirty (30) days after delivery of written notice to ORGANIZATION that ORGANIZATION has breached any provision of this Agreement other than Sections 2, 3.1 or 3.3, and has not cured such breach within the thirty (30) day period.

4.4 Actions Upon Termination.

4.4.1 ORGANIZATION 'S Actions. Upon termination ORGANIZATION shall immediately discontinue use of Conduits™.

4.4.2. NETASSETS' Actions. Upon termination NETASSETS shall cease to make Conduits™ available for new reports on real property. ORGANIZATION and End-

users may continue to use Conduits for historical purposes at NETASSETS discretion. NETASSETS shall have no obligation to return or retransmit any data to ORGANIZATION, and after termination may archive data solely for NETASSETS' business purposes.

5. Limitation of Liability and Indemnification

5.1 **Exclusion of Consequential Damages.** IN NO EVENT SHALL NETASSETS BE LIABLE FOR ANY LOSSES OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY SOFTWARE OR OTHER MATERIALS DELIVERED TO ORGANIZATION HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 **Maximum Monetary Liability for Breach of Agreement.** Notwithstanding anything herein to the contrary, the maximum aggregate amount of money damages for which NETASSETS may be liable to ORGANIZATION under this Agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by ORGANIZATION to NETASSETS under this Agreement during the ninety (90) days immediately preceding the date NETASSETS is notified in writing of a claim by ORGANIZATION for breach of agreement.

5.3 **Third Party Providers.** ORGANIZATION acknowledges that in connection with Conduits™, information will be transmitted over local exchange, interexchange and internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third party local exchange and long distance carriers, utilities, internet service providers and others, all of which are beyond the control of NETASSETS. Accordingly, NETASSETS assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of Conduits™.

5.4 **Indemnification with Respect to End-users.** NETASSETS has no contractual relationship or other legal duty to End-user(s) and it assumes no liability with respect to the use of Conduits™ by End-user(s). Accordingly, ORGANIZATION agrees to defend, indemnify, and hold NETASSETS harmless for any losses, costs, claims, or other liabilities arising out of the misuse of Conduits™ by End-users.

6. Support and Maintenance

6.1 **General Support.** NETASSETS shall provide to ORGANIZATION the maintenance and support services as set forth in Appendix A: Service Level.

6.2 **End-User Support.** NETASSETS agrees to provide all initial support to End-Users of Conduits. Any support issues relating to ORGANIZATION policy or data that cannot be dealt with by NETASSETS will be forwarded to ORGANIZATION to provide support.

7. Miscellaneous Provisions

7.1 No Assignment. Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by ORGANIZATION, and any purported assignment or transfer shall be null and void.

7.2 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability is intended by the parties to be severable and independent of any other provision and to be enforced as such.

7.3 Entire Agreement/Modification. This Agreement and its attachments constitute the entire agreement between the parties concerning Conduits™ and supersede all prior agreements, whether written or verbal, between the parties. No purchase order, other ordering document or any other document which purports to modify or supplement this Agreement or any attachment hereto shall add to or vary the terms and conditions of this Agreement, unless executed by both NETASSETS and ORGANIZATION and expressly identified therein as a modification to this Agreement. No amendment shall be considered to have been made to this Agreement unless it is in writing and is executed by both parties.

7.4 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party, including without limitation interruption of power or communications facilities or failure of data storage hardware or software that is not caused solely by the party's acts or omission.

7.5 Governing Law, Venue, Jurisdiction. The parties agree that this Agreement shall be governed and construed by the laws of the State of Oregon. The parties hereby submit to the jurisdiction and venue of the Circuit Court of the State of Oregon for Lane County or, if appropriate, the federal courts of the District of Oregon.

7.6 Attorney Fees. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

Net Assets Corporation:

By: _____
Colin Gibson, COO

Date: _____

City of Yamhill

By: _____

Date: _____

Printed Name: _____

Title: _____

Appendix A: Service Level

1. Conduits™ will be available 99.9% of the time during ORGANIZATION's normal business hours. During any month, any individual outage in excess of 20 minutes or 4 outages exceeding 5 minutes each will constitute a violation.
2. 80% of Conduits™ transactions will exhibit 10 seconds or less response time, defined as the interval from the time the server receives a transaction request to the time a response is generated and sent back. Missing the metric for business transactions measured over any business week will constitute a violation.
3. Net Assets will respond to service incidents that affect multiple users within 24 hours, resolve the problem within 48 hours, and update status every 12 hours. Missing any of these metrics on an incident will constitute a violation.
4. Net Assets will respond to service incidents that affect individual users within 24 hours, resolve the problem within 72 hours, and update status every 12 hours. Missing any of these metrics on an incident will constitute a violation.
5. Net Assets will respond to non-critical inquiries within 20 business hours. Missing this metric on an incident will constitute a violation.



Department Updates to City Council

Date: 04/02/2024

Interim City Administrator:

Greg Graven

- LOC Statewide Membership Call Kevin Toon, Scott Winkles, Ariel Nelson, Lindsay Tenes
- Monthly Staff Report February
- Grant Documents to Greg Hardin CIS Cybersecurity Grant Awarded to the City for \$5,000.00
- Meeting w/ YFPD Chief Trampas Bergstrom
- Grant Opportunities/Follow Up on Grants.gov status for access City of Yamhill account. Still unable to access the City account to work on grants.
- Payroll February 18 to March 2, 2024
- PERS EDX Reporting February 18 to March 2, 2024
- Working with Kim Steele and Angie Fowler on a vendor for Utility Billing, after researching different vendors the best choice is Ampstun. Working with the 2024-2025 budget for the transfer cost that will be cheaper and more efficient and included a community notification system built into the product.
- Working with Kim Steele and Yamhill County regarding the Grant for Water/Sewer Infrastructure after learning the grant has not been reported since October 2022 by a previous employee. Kara has agreed to take on the responsibility for compliance in an effort to avoid being deficient on reporting requirements.
- YC High School Dome YNA Walk through w/ YCSO Emergency Management Brian Young Carol Harlan, DHS Resiliency Management Ivonne Mora Hernandez, YC Superintendent Clint Raever, YC Maintenance Ian Barr/News Register Starla Pointer/Kim Steele
- Strategic Doing Work Session Douglas Rux w/ City Council & Staff/Community
- Monthly Staff Meeting Kim Steele, Angie Fowler, Kara Corrigan Jason Wofford, Kyle Adams, Josh Johnson
- Fuel Cloud Records
- ISOsource Invoices
- Budget Documents 2024-2025
- Executive Session City Council for Civil Litigation
- Carlton City Hall Emergency Management FEMA Grant Yamhill County Emergency Management Manager Brian Young, Carol Harlan, Kim Steele, Carlton City Manager

Shannon Beaucaire, Carlton City Recorder Aimee Amerson Carlton Chief Kevin Martinez

- Update Fuel Cloud App
- Follow Up on Water Tank Storage Grant w/ OEM & Yamhill County Emergency Manager Brian Young
- Follow UP w/ Oregon Department of Revenue AccuData Access for Reporting
- 2024-2025 Budget Meeting w/ Ross Schultz, Kim Steele, Kara Corrigan, Jason Wofford, Kyle Adams
- City Council Meeting for March
- Coordinate for Meet & Greet w/ Staff & Shelley Reimer Candidate for City Administrator
- Meeting w/ Steve Campbell Jubitz for Fuel Protocol
- Working w/ Grants.gov Samuel Rodriguez, Amy Williams, Brandon Jordan
- Call from Brandon Jordan Congresswoman Andrea Solinas Office (503) 509-0941 Congressionally Directed Spending Merkley Grant w/ Grants.gov
- Microsoft 365 Updates
- CIS E-Learn Center Performance Review of Employees Training
- Payroll 03/03/2024 to 03/16/2024
- PERS EDX Reporting 03/03/2024 to 03/16/2024
- CIS 2024 Conference On Demand Eighth Amendment & Public Encampment Bradley Hamburger, Patrick Fuster
- Carlton City Hall FU for Compliance w/ SB 1576 Qualified Immunity Email Tyler Yeoman-Millette Attorney on Language for Signage. Jason Wofford ordered signs for parks and trails.
- Meet & Greet City Administrator Candidate Shelley Reimer w/ Staff Travis Van Cleave, AJ Miller, Chris Livingston, Andrew McMullen Kim Steele, Kara Corrigan, Jason Wofford, Kyle Adams & Josh Johnson
- Research JPA Turner Creek WTP Intake Improvements RO Responsible Official for Permitting DEQ to Sign NPDES, Permit Applications, 401 Permit Applications & Costs
- Call Jim Phillips Water IGA Annexation Agreement/Fuel Supply IGA Agreement/Draft Water IGA Annexation Agreement send to Jim Phillips for Signature
- CIS Benefits Updates 2024-2025 Mike Beyrouty, Heather Matthews, Linnea Zahradnik, Heidi Carter & Sara Singer Wilson
- CIS Conference 2024 On Demand Step Up Your Game Cities and Counties: How to Recruit, Engage, and Retain Millennials Laurie Olson
- Call Steve Foust 3J Consulting DLCD Housing Assistance Planning Grant Project
- Microsoft Teams Meeting Lien Search Inquiry Vendor Colin Gibson w/ Angie Fowler & Kim Steele

Yamhill Police Department:

Greg Graven

- CIS 22nd Annual Conference Salem Convention Center
- ONIBRS Report February
- LEEP Use of Force-Suicide Report February
- YPD Stats Report February
- CAD Inform Report February
- Lexipol Policy Manual Updates
- SIT Service Integration Team Meeting YC District Office
- TAT Threat Assessment Teams Meeting
- Documents on HB 4002
- Legislative Updates
- ODOT Safe Roads to School Grant for Crosswalk Solar LED Signs
- Lexipol DTB's March/Lexipol DTB Files
- Updates to MDT's
- Update CJIS Documents
- Submit CJIS Security Clearance Documents to OSP/DPSST/CJIS/HR Documents for new Reserve Andrew McMullen
- CIS E-Learn Center Effectiveness Through Diversity & Inclusion
- CIS E-Learn Center OACP OSSA DPSST Airway Circulatory Anatomy Eden Aldrich, Mike Todorovic, Matt Barton
- Set Up Account for LEEP LEPC COLECT Data
- LEA Meeting YCSO Annex McMinnville
- Equity Advisory Workgroup Meeting Access to Health Care
- Overdose Fatality Review Team Meeting
- ODOT Road Safety Training David Beatty & Heidi Manlove Microsoft Teams Meeting
- OCMDI Case Review The Role of MDI/ME Liz Elizabeth De Visser
- Plant Pinwheels for April Child Abuse Prevention Month w/ Juliette's House Colman Crocker, Kim Steele, Angie Fowler, Travis Van Cleave
- Clean Up Garbage in Yamhill w/ Kim Steele
- Central Square Meeting w/ Brenda Taylor, Jason Parker, Jimmy Jones
- Monthly Department Meeting w/ Van Cleave, Miller, Livingston

Corporal Travis Van Cleave

- 03/01/2024-YPD Case 24-023, Seized plates
- 03/05/2024-MCAT @ Mac PD, YPD Case 24-025 DWS Misd, Agency Assist Crash @ Albertson/North Valley, YPD Case 24-027 Harassment,
- 03/06/2024-YPD Case 24-026, Juvenile Use of Force/DCS MJ,
- 03/07/2024-Assist YCSO Overdose Phillips Road, Assist OSP/YCSO Crash 47/Graham, Assist YCSO Domestic Dayton
- 03/08/2024-Online Supervisor Leadership Training,

- 03/12/2024-Civil Complaint on Ash Street, family member moving out
- 03/13/2024-HB 4002 Meeting at YCSO, YPD Case 24-031 DWS Misd, Agency Assist Domestic Hwy 47/Poverty Bend
- 03/14/2024-Civilian Ride Along, Welfare Check North Valley/Albertson, transport to Newberg, YPD Case 24-032 Warrant Arrest on Main St
- 03/19/2024-YPD Case 24-034 Criminal Mischief @ Beulah Park
- 03/26/2024-Agency Assist Crash @ Old Railroad Grade/Rockyford, Civilian Ride Along
- 03/27/2024-Civilian Ride Along, Agency Assist YCSO @ Shell Domestic on Dryer Lane,
- 03/28/2024-Agency Assist YCSO, Restraining Order Service on Dryer Lane, Agency Assist YCSO Crash @ Pike & Gerrish Valley Road
- Cites: 84
- Warnings: 128

Officer Adam Miller

- March 8th – Patrol
 - Accreditation
- March 9th – Unsecured Van Door on Ash
 - Approached subject about his continuing drug psychosis
- March 10th – POH with County
- March 11th – Disabled Motorist Assist
 - Arrested DWS Misd
 - Ordinance 665 E Camellia for trash vehicles
- March 15th – Case 24YP33 Stolen Wallet from vehicle
- March 16th – Medical Call for Female fainting.
- March 18th – Crash Oaksprings/Bayless
 - Follow up on Theft Case; Abandoned Vehicle on 47
- March 20th – Training on communications tracking with FBI CAST team.
- March 22nd - Meet and Greet Admin Applicant
 - Worked on Grant for Body Armor
- March 23rd – Patrol
 - Grant work
- March 24th – Crash Meadowlake, rollover down a hill.
- March 25th – 911 supply
 - Suicidal Bald Peak Park
 - Kitchen Fire Jensen home;
- March 29th – Staff Meeting
 - Medical Assist Phillips Rd; Stranded Motorist
- March 30th – Patrol
 - Grant
- March 31st – Patrol
 - Grant

- Warnings – 64
- Cites - 18

SRO Officer Chris Livingston

- Working at the schools we are dealing with more kids involved in cyber bullying and inappropriate sexual exchanges, mainly at the Intermediate School surprisingly enough.
- Aside from my duties at the schools, over the past month I issued 12 citations for speeding and 3 for other violations. I also gave 30 warnings for speeding and 21 warnings for various other violations.
- I have also backed up the Sheriff's office on several welfare checks, traffic hazards and traffic crashes.

Yamhill City Hall:

Kim Steele

- Payroll, payroll reporting, PERS, Utility billing and court, financials, etc.
- We (Greg & I) have been reported successfully/on time to PERS each payroll.
- Working with Kara on financials and budget. She requires very little supervision & is efficient and on time with her reports/reconciliations.
- Still working with Ross, Greg, Jason & Kara on budget.
- Still working on getting access to SAM.gov for grants. My status has been pending since February 15th. Working with RCAC, Rural Community Assistance Corporation & the EPA. The representative from the Governor's office is assisting as well.
- Also working with Yamhill County regarding the Water/Sewer Infrastructure Grant that was never completed by a previous grant writer. The reporting stopped back in October of 2022. Kara will be taking on the task to get the reporting completed so that we are in compliance.
- Utility Billing –Angie and I have reviewed different billing systems, and we have chosen Ampstun. We would like an approval to move forward and start using it in the next fiscal year. There will be more information for everyone next council meeting.
- We are looking into an online lien search system. Angie will be working on that and provide more information regarding the system.
- Met with Jubitz Corp. representatives regarding billing issues and problems with the Fuel Cloud (again) regarding the fuel system and fuel cloud.
- Meeting at YC High Dome, YNA & YCSO Emergency Management meeting w/ Brian Young regarding the use of the dome in a natural disaster.
- Meeting at Carlton City Hall regarding Emergency Management FEMA Grant with YC Emergency Management Manager Brian Young & Carlton Staff
- We, admin personnel, have been having a monthly staff meeting with Public Works and Chief Graven.
- Municipal court - Monthly reporting to the state & county, reconciling citations, tracking officer cites, monthly stats report, court, trials, traffic school assignments, collections,

suspensions, reinstatements, reschedules, FTA reschedules, continuances, closing & filing cites and officer copies.

- Greg & I did our annual “planting of the pinwheels” for child abuse prevention/awareness at the entrance signs coming into Yamhill and at City Hall. We also cleaned garbage and debris from the surrounding areas.
- Angie, Greg, Travis, and I met with Colman Crocker from Juliette’s House to plant 300 pinwheels by the public works building



Angie Fowler

- **Planning Commission**
 - Print, prepare, and mail PC Order for YC Sign to all neighboring properties for notice of decision and right to appeal
 - Created agenda/packet to post website, Dakboard, Facebook, community notice board and post office
 - Attended meeting
- **Water Billing**
 - Attended Teams meeting w/ Net Assets for online lien reporting of past due balances for title searches
 - Created comparison of costs spreadsheet for new water billing software company search
 - Created spreadsheet, prepared mailings, and sent late payment notices to past due customers
 - Called/Emailed all past due customers prior to posting shut off notices
 - Created shut-off notices for posting
 - Customer service at the counter and on the phone for collection of water payments
 - Set up new parcels and water accounts in system for new lots/new meters
- **Office**
 - Attended monthly staff meeting
 - Processed daily cash register/receipts deposits
 - Mail collection and distribution
 - Updated Phone system/recording with new hours
- **Budget**
 - Begin process for scheduling budget meetings.
 - Sent required notice to newspaper for publishing
- **Council**
 - Created agenda and packet for March Council meetings, posted all required notices on all platforms
 - Set up for four meetings
 - Attended regular meeting & Strategic Doing Work session
- **Website Updates**
 - Added arrow view and list view to website announcements

Kara Corrigan

- For the month of March I was primarily focused on the budget for the next fiscal year and working with Ross. We have been in constant communication swapping updated budgets via email to ensure that we are on the same page with updates and numbers.
- I recalculated all of the FTE rates for the budget per the wage scale that was approved last fall and am the "proofer" on making sure that the numbers look correct. I feel that we are in a good place right now to start the budget process with the budget committee.
- Daily Deposits
- Reconciled Yamhill Checking, LGIP, Muni Billing and Muni Court
- Invoicing
- I have been in conversations with AKS regarding a grant that we were awarded that needs follow-up, as well as communicating with public works and setting up an RO for DEQ regarding the WTP.
- Completed and Received Certificate for FEMA 100 Level Course for Intro to Incident Command

Yamhill Public Works:**Jason Wofford**

- Public works: (2) waterline repairs
- Read meters
- Broken mainline on Cedar St repair
- Hydrant on Hwy 47 replaced
- Pressure testing for gas station
- Installed 10 new meters in new subdivision
- New ARV installed at the water plant
- Mobile pump for wastewater lagoons to balance lagoon depths
- Vactored 3rd and 2nd street manholes
- Two paving projects one on 3rd Hemlock and the second on 1st and Laurel
- Excavation along Beulah park for equal elevations
- Operated valves for water distribution and hydrant flows
- Spoke with AKS in regard to are next projects
- Continue parks maintenance and basic repairs to facilities

Kyle Adams

- No report received.

Joshua Johnson

- No report received.

Greg Graven
Chief of Police
Interim City Administrator



City of Yamhill
A small taste of Oregon



BEFORE THE CITY COUNCIL FOR THE CITY OF YAMHILL, OREGON

A Proclamation Showing the City of Yamhill, Oregon's
Support of Child Abuse Prevention Month - April 2024

Proclamation

Whereas, child abuse is one of our nation's most serious public health problems with scientific studies documenting the link between the abuse of children and a wide range of medical, emotional, psychological, and behavioral disorders; and

Whereas, it is estimated that 1 in 4 children will suffer significant abuse before the age of 18 and in FFY 2021 over 160,000 contacts were made to the Oregon Child Abuse Hotline – a total of 42,876 received reports were assigned for CPS assessment, of all completed CPS assessments, 7,352 were founded for abuse and involved 10,766 victims; and

Whereas, the physical, emotional, mental, and fiscal impact of abuse falls on children of all ages and abilities, who come from all economic, racial and social backgrounds; and these crimes affect many more family members, friends, neighbors and community; and

Whereas, effective child abuse prevention efforts succeed because of partnerships created among state and local government agencies, schools, faith communities, civic and community organizations, law enforcement agencies; and the business community while recognizing that feeling connected to community can be a protective factor against child abuse; and

Whereas, The City of Yamhill is dedicated to stopping child abuse and supporting survivors and their non-offending families while working to prevent it;

Whereas, each of us has a role to play in stopping the problem of child abuse as part of solution – by learning how to prevent, recognize and report child abuse and supporting prevention, education and empowerment programs for children and youth;

Now, therefore, we, the City of Yamhill, do hereby proclaim April 2024 to be:

Child Abuse Prevention Month

We reaffirm Yamhill, Oregon's commitment to creating a safer, healthier, more thriving community for our children and taking steps to help prevent child abuse through awareness efforts, prevention promotion and trainings on responding responsibly. We encourage all citizens to Wear Blue on each Friday in April, as a public statement in Yamhill in support of child abuse prevention! Further we call upon all citizens to invest in the lives of children by learning what they can do to help stop child abuse through Juliette's House, a community resource, by visiting www.julietteshouse.org.

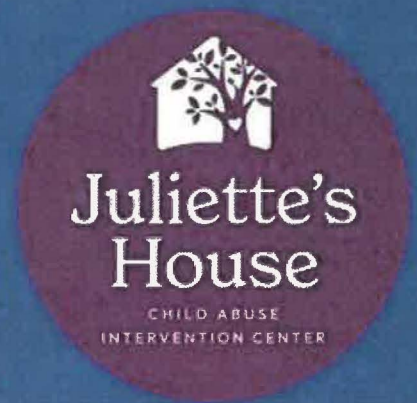
Dated this day: _____

Mayor Y. Potter

STOP CHILD ABUSE NOW

1 pinwheel = 10 kids

**Our Prevention Team
served 3,167 kids last year!**



Visit JULIETTESHOUSE.ORG to learn more!

#NationalChildAbusePreventionMonth

HOMeward BOUND PETS

Humane Society

Gift Date: February 8, 2024

Gift Amount: \$500.00

City of Yamhill

Attn: Mayor Potter and City Council Members

PO Box 9

Yamhill, OR 97148

Dear Honorable Mayor Yvette,

Please accept my sincere gratitude for your generous donation. Homeward Bound Pets Humane Society is celebrating 49 years as Oregon's first no-kill shelter; we're honored to serve the abused, neglected, and homeless animals arriving at our door daily. Many of these poor animals need medical or emotional support before they're ready to be adopted; which leads to long stays, an overflowing shelter, and increased costs as we provide care and find their new homes. Our small staff and volunteer team did everything they could to ensure each animal felt safe, comfortable, and loved while we changed their story by adding a happy ending as we searched for their forever families.

In 2023, we provided 10,687 services to dogs and cats, including spay/neuter surgeries, shelter care, reuniting lost dogs, administering vaccines and microchips, along with issuing licenses to help lost pets return to their families. Open since 2017, our spay/neuter clinic has performed over nearly 18,000 surgeries! Last year, 345 dogs and cats arrived at our shelter, many in great distress. Both our online thrift shop and physical store sell unique treasures with proceeds supporting our work - over 50 tons of resellable items were kept out of local landfills last year alone. Our partnership with Yamhill County Sheriff's office and McMinnville Police Department Dog Control allows us to serve more animals and pet owners.

Agee, a survivor of cruelty, was rescued from the side of the road, having suffered two dislocated hips, among other injuries. Our team quickly provided the urgent medical care she needed which was followed by months of kennel rest and TLC. She's made progress in trusting humans, but remains wary of fast movements and loud noises. She would love a home with outdoor views and climbing spots; do you know the perfect home for her?

I am very pleased to share that progress continues on our shelter grounds as we prepare for the new, state-of-the-art facility which will be a safe refuge for our animals. A water line, power pole and fire hydrant have been installed, along with temporary trailers for staff offices and temporary catteries. To view the shelter design, watch the capital campaign video, and to learn how you can help bring our dream to life, please visit hbpets.org/cc.

From the bottom of my animal-loving heart, thank you for your generosity, kindness and dedication to our mission of "improving the lives of cats and dogs through adoption and community partnerships."

Sincerely,



Ronnie Vostinak

Executive Director

*For tax purposes, no goods or services were received in exchange for this donation.

Consider including Homeward Bound Pets Humane Society in your will or estate plan
HBPets.org | (503) 472-0341 | 501(c)3 Non-profit | Tax ID # 93-0687293

Shelter

PO Box 8, 10601 SE Loop Road
 McMinnville, OR 97128

Spay/Neuter Clinic

723 NE Evans St
 McMinnville, OR 97128

Thrift Shop

1120 NE Lafayette Ave
 McMinnville, OR 97128



Congratulations you submitted 100% of your 2023 reports on or before their due dates. This is a huge accomplishment that I truly appreciate.

Thank you for your partnership with PERS and a great reporting year!

Valentina Kelly