



City of Yamhill
A small taste of Oregon

Council Meeting Packet

August 9, 2023

8/7/2023
4:20 PM

General Fund

Page 1 of 3

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Aug 2023 Actual	Year-To-Date Jul 2023 Aug 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
General Revenues					
4100	Beginning Budget Balance	0.00	0.00	312,103.00	0.00%
4932	Business License	100.00	100.00	500.00	20.00%
4902	Cigarette Taxes	78.64	78.64	1,500.00	5.24%
4915	Dog License Revenue	0.00	0.00	500.00	0.00%
4925	Franchise Fees	299.88	299.88	55,000.00	0.55%
4944	Grant - ODOT DUII	1,035.60	1,035.60	4,000.00	25.89%
4942	Grant - ODOT Seat Belt	2,079.21	2,079.21	3,500.00	59.41%
4943	Grant - ODOT Speed	0.00	0.00	4,000.00	0.00%
4945	Grant -ODOT Distracted Driving	0.00	0.00	3,500.00	0.00%
4952	Interest Income	1,877.15	1,877.15	9,363.00	20.05%
4962	Land Use Fees	1,875.00	1,875.00	15,000.00	12.50%
4903	Liquor Taxes	2,782.73	2,782.73	19,500.00	14.27%
4913	Miscellaneous Income	509.11	509.11	1,000.00	50.91%
4928	Municipal Court Fees	2,209.64	2,209.64	20,000.00	11.05%
4924	Municipal Court Fines	5,121.87	5,121.87	50,000.00	10.24%
4941	Municipal Court Training Assmt	120.00	120.00	1,000.00	12.00%
4951	National Night Out	0.00	0.00	1,500.00	0.00%
4961	Park Fees	145.00	145.00	1,200.00	12.08%
4914	Police Misc. Income	1,308.49	1,308.49	7,000.00	18.69%
4922	Police Service Fee	2,819.99	2,819.99	29,000.00	9.72%
4950	Police SRO-Yamhill/Carlton SD	5,000.00	5,000.00	10,000.00	50.00%
4901	Previously Levied Taxes	907.05	907.05	11,000.00	8.25%
4900	Property Tax Revenue	3,554.36	3,554.36	470,113.00	0.76%
4904	State Revenue Sharing	0.00	0.00	15,000.00	0.00%
4923	Towing Fees	0.00	0.00	100.00	0.00%
General Revenues Totals		\$31,823.72	\$31,823.72	\$1,045,379.00	
Revenue		\$31,823.72	\$31,823.72	\$1,045,379.00	
Gross Profit		\$31,823.72	\$31,823.72	\$1,045,379.00	
Expenses					
Administrative Dept					
6103	Admin Clerk	593.28	593.28	8,415.00	7.05%
6325	Ads & Printing	88.56	88.56	2,500.00	3.54%
6300	Attorney/Legal Fees	57.00	57.00	15,000.00	0.38%
6301	Audit Fees	0.00	0.00	10,000.00	0.00%
6412	Building Maintenance	0.00	0.00	3,000.00	0.00%
6335	Christmas Decorations	0.00	0.00	1,000.00	0.00%
6101	City Administrator	1,543.44	1,543.44	36,002.00	4.29%
6102	City Clerk	713.17	713.17	9,180.00	7.77%
6306	Contract Services	6,344.99	6,344.99	14,000.00	45.32%
6305	Dues, Travel, Training	708.00	708.00	2,000.00	35.40%
6334	Emergency Services	0.00	0.00	1,000.00	0.00%
6309	Janitorial Services	175.00	175.00	2,600.00	6.73%
6202	Liability Insurance	10,491.50	10,491.50	9,000.00	116.57%
6252	Miscellaneous Expense	36.32	36.32	750.00	4.84%
6328	Office Supplies	123.47	123.47	2,500.00	4.94%
6200	Operations & Maint	702.14	702.14	7,000.00	10.03%
6120	Payroll Expense	1,155.13	1,155.13	38,441.00	3.00%
6329	Postage	110.66	110.66	400.00	27.67%

General Fund Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Aug 2023 Actual	Year-To-Date Jul 2023 Aug 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
6795	Reserve for Contingencies	0.00	0.00	91,145.00	0.00%
6521	Reserve Transfer (ACER Reserve	0.00	0.00	11,000.00	0.00%
6210	Utilities	793.14	793.14	10,304.00	7.70%
6032	Website/IT	100.00	100.00	12,000.00	0.83%
Administrative Dept Totals		\$23,735.80	\$23,735.80	\$287,237.00	
City Council					
6332	Community Support Services	0.00	0.00	2,000.00	0.00%
6305	Dues, Travel, Training	275.40	275.40	2,500.00	11.02%
6252	Miscellaneous Expense	0.00	0.00	1,000.00	0.00%
City Council Totals		\$275.40	\$275.40	\$5,500.00	
Municipal Court					
6103	Admin Clerk	237.31	237.31	3,366.00	7.05%
6250	Assessments	2,314.86	2,314.86	20,000.00	11.57%
6300	Attorney/Legal Fees	0.00	0.00	300.00	0.00%
6224	Bail Refunds	20.00	20.00	500.00	4.00%
6102	City Clerk	0.00	0.00	21,420.00	0.00%
6310	Court Interpreter	100.00	100.00	1,200.00	8.33%
6305	Dues, Travel, Training	126.60	126.60	2,000.00	6.33%
6102	Municipal Clerk	1,664.07	1,664.07	0.00	0.00%
6311	Municipal Judge	250.00	250.00	3,000.00	8.33%
6328	Office Supplies	0.00	0.00	500.00	0.00%
6200	Operations & Maint	83.21	83.21	2,000.00	4.16%
6120	Payroll Expense	658.00	658.00	19,770.00	3.33%
Municipal Court Totals		\$5,454.05	\$5,454.05	\$74,056.00	
Park Dept					
6200	Operations & Maint	2,578.24	2,578.24	3,000.00	85.94%
6113	Part-Time Help PW	0.00	0.00	8,741.00	0.00%
6120	Payroll Expense	0.00	0.00	9,151.00	0.00%
6523	Reserve Transfer (Park)	0.00	0.00	7,500.00	0.00%
6401	Trees	0.00	0.00	4,000.00	0.00%
6210	Utilities	55.60	55.60	1,500.00	3.71%
6109	Utility Worker I	0.00	0.00	7,788.00	0.00%
Park Dept Totals		\$2,633.84	\$2,633.84	\$41,680.00	
Planning Dept					
6103	Admin Clerk	791.04	791.04	3,366.00	23.50%
6325	Ads & Printing	352.87	352.87	1,000.00	35.29%
6303	City Planner	2,160.00	2,160.00	7,000.00	30.86%
6306	Contract Services	980.76	980.76	10,000.00	9.81%
6305	Dues, Travel, Training	0.00	0.00	200.00	0.00%
6328	Office Supplies	0.00	0.00	100.00	0.00%
6120	Payroll Expense	66.41	66.41	13,108.00	0.51%
6114	Planning/ City Administrator	214.37	214.37	5,000.00	4.29%
Planning Dept Totals		\$4,565.45	\$4,565.45	\$39,774.00	
Police Dept					
6304	911 YCOM Dispatch	1,081.58	1,081.58	19,000.00	5.69%
6300	Attorney/Legal Fees	0.00	0.00	3,100.00	0.00%
6305	Dues, Travel, Training	708.00	708.00	4,100.00	17.27%
6221	Equipment/Maintenance	92.30	92.30	4,750.00	1.94%
6337	Fuel	0.00	0.00	12,000.00	0.00%
6333	Investigation Expenses	0.00	0.00	1,100.00	0.00%
6202	Liability Insurance	15,387.53	15,387.53	14,000.00	109.91%
6252	Miscellaneous Expense	0.00	0.00	550.00	0.00%

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Aug 2023 Actual	Year-To-Date Jul 2023 Aug 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
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	225.00	225.00	2,000.00	11.25%
6117	ODOT Grant Payroll	207.08	207.08	15,000.00	1.38%
6328	Office Supplies	350.78	350.78	2,300.00	15.25%
6115	Overtime	0.00	0.00	3,000.00	0.00%
6120	Payroll Expense	6,940.33	6,940.33	200,682.00	3.46%
6254	Peer Support Expense	0.00	0.00	150.00	0.00%
6104	Police Chief	7,471.22	7,471.22	99,500.00	7.51%
6122	Police Corporal	5,938.52	5,938.52	76,100.00	7.80%
6331	Police Equipment	2,400.00	2,400.00	9,200.00	26.09%
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	400.00	400.00	10,000.00	4.00%
6522	Reserve Transfer (PD Vehicle)	0.00	0.00	15,000.00	0.00%
6327	Resource Materials	0.00	0.00	1,050.00	0.00%
6107	Traffic Officer	5,041.65	5,041.65	66,200.00	7.62%
6330	Uniform Allowance	0.00	0.00	3,350.00	0.00%
6210	Utilities	780.38	780.38	3,100.00	25.17%
6405	Vehicle Lease	0.00	0.00	15,000.00	0.00%
6027	Vehicle Maintenance	956.74	956.74	10,000.00	9.57%
Police Dept Totals		\$50,078.25	\$50,078.25	\$597,132.00	
Expenses		\$86,742.79	\$86,742.79	\$1,045,379.00	
Revenue Less Expenditures		(\$54,919.07)	(\$54,919.07)	\$0.00	
Net Change in Fund Balance		(\$54,919.07)	(\$54,919.07)	\$0.00	

Fund Balances

Beginning Fund Balance	340,203.62	340,203.62	0.00	0.00%
Net Change in Fund Balance	(54,919.07)	(54,919.07)	0.00	0.00%
Ending Fund Balance	285,284.55	285,284.55	0.00	0.00%

Report Options

Fund: General Fund

Period: 7/1/2023 to 8/31/2023

Detail Level: Level 1 Accounts

Display Account Categories: Yes

Revenue Reporting Method: Actual - Budget

Expense Reporting Method: Actual - Budget

Budget: General Fund Master

Display Subtotals: No

Water Fund

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Aug 2023 Actual	Year-To-Date Jul 2023 Aug 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance		0.00	400,000.00	0.00%
4952	Interest Income	2,290.69	2,290.69	12,000.00	19.09%
4964	Merkley Grant		0.00	192,000.00	0.00%
4913	Miscellaneous Income		0.00	8,000.00	0.00%
4965	Rock Dam Income		0.00	100,000.00	0.00%
4940	Security Deposits	665.04	665.04	5,000.00	13.30%
4960	Users Fees	65,200.63	65,200.63	558,685.00	11.67%
	Revenue	\$68,156.36	\$68,156.36	\$1,275,685.00	
	Gross Profit	\$68,156.36	\$68,156.36	\$1,275,685.00	
Expenses					
Requirements					
6442	3rd Street Project		0.00	185,000.00	0.00%
6103	Admin Clerk	1,879.80	1,879.80	14,025.00	13.40%
6325	Ads & Printing		0.00	100.00	0.00%
6300	Attorney/Legal Fees	270.00	270.00	11,000.00	2.45%
6301	Audit Fees		0.00	6,000.00	0.00%
6326	Chemicals		0.00	20,000.00	0.00%
6101	City Administrator	1,071.85	1,071.85	25,002.00	4.29%
6102	City Clerk	1,188.62	1,188.62	15,300.00	7.77%
6306	Contract Services	8,451.05	8,451.05	90,000.00	9.39%
6445	Dam Rock Improvement		0.00	120,000.00	0.00%
6427	Deposit Refund		0.00	500.00	0.00%
6237	Distribution System	235.32	235.32	45,000.00	0.52%
6305	Dues, Travel, Training	708.00	708.00	4,500.00	15.73%
6334	Emergency Services		0.00	2,000.00	0.00%
6119	Facilities Manager	2,471.08	2,471.08	25,880.00	9.55%
6443	Hwy 240 Valve Replacement		0.00	100,000.00	0.00%
6232	Large Meter Testing		0.00	1,500.00	0.00%
6202	Liability Insurance	31,474.51	31,474.51	30,000.00	104.92%
6233	Meter Replacement		0.00	10,000.00	0.00%
6203	Misc. Tools		0.00	1,000.00	0.00%
6252	Miscellaneous Expense		0.00	1,000.00	0.00%
6230	Office Equip/Maint/Supplies		0.00	1,000.00	0.00%
6444	Olive Street Design		0.00	42,000.00	0.00%
6200	Operations & Maint	6,175.67	6,175.67	45,000.00	13.72%
6115	Overtime		0.00	4,000.00	0.00%
6118	Pager Pay	208.00	208.00	3,500.00	5.94%
6120	Payroll Expense	2,674.02	2,674.02	103,912.00	2.57%
6204	Permits	1,500.00	1,500.00	2,500.00	60.00%
6121	Plant Operator	2,223.11	2,223.11	26,707.00	8.32%
6329	Postage	488.99	488.99	2,000.00	24.45%
6441	Res. to Plant Tie Feasibility		0.00	75,000.00	0.00%
6795	Reserve for Contingencies		0.00	86,134.00	0.00%
6521	Reserve Transfer (ACER Reserve		0.00	13,500.00	0.00%
6415	Reservoir Cleaning		0.00	10,000.00	0.00%
6208	Safety Equipment & Supplies		0.00	1,000.00	0.00%
6417	Sludge Hauling		0.00	3,000.00	0.00%
6111	Summer Help PW		0.00	1,300.00	0.00%

Water Fund

Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Jul 2023
		Jul 2023	Jul 2023	Jul 2023	Jun 2024
		Aug 2023	Aug 2023	Jun 2024	Percent of
Account Number		Actual	Actual		Budget
6525	Transfer Out (PW Reserve)		0.00	12,000.00	0.00%
6529	Transfer Out (Water Deprec)		0.00	5,000.00	0.00%
6210	Utilities	1,498.23	1,498.23	24,750.00	6.05%
6109	Utility Worker I	1,649.42	1,649.42	15,575.00	10.59%
6027	Vehicle Maintenance		0.00	10,000.00	0.00%
6426	Water Filter Media	5,100.00	5,100.00	0.00	0.00%
Other Expense					
6201	Lab Equipment		0.00	5,000.00	0.00%
6440	Transmission Line Feasibility		0.00	75,000.00	0.00%
Expenses		\$69,267.67	\$69,267.67	\$1,275,685.00	
Revenue Less Expenditures		(\$1,111.31)	(\$1,111.31)	\$0.00	
Net Change in Fund Balance		(\$1,111.31)	(\$1,111.31)	\$0.00	

Fund Balances

Beginning Fund Balance	274,011.20	274,011.20	0.00	0.00%
Net Change in Fund Balance	(1,111.31)	(1,111.31)	0.00	0.00%
Ending Fund Balance	272,899.89	272,899.89	0.00	0.00%

Sewer Fund

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Aug 2023 Actual	Year-To-Date Jul 2023 Aug 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	480,000.00	0.00%
4952	Interest Income	1,645.41	1,645.41	12,000.00	13.71%
4940	Security Deposits	789.60	789.60	8,000.00	9.87%
4963	Stormwater	1,128.54	1,128.54	12,000.00	9.40%
4960	Users Fees	36,308.09	36,308.09	404,330.00	8.98%
	Revenue	\$39,871.64	\$39,871.64	\$916,330.00	
	Gross Profit	\$39,871.64	\$39,871.64	\$916,330.00	
Expenses					
Requirements					
6103	Admin Clerk	1,879.80	1,879.80	14,025.00	13.40%
6325	Ads & Printing	0.00	0.00	200.00	0.00%
6498	ARPA Grant	0.00	0.00	80,000.00	0.00%
6300	Attorney/Legal Fees	0.00	0.00	1,500.00	0.00%
6301	Audit Fees	0.00	0.00	5,500.00	0.00%
6326	Chemicals	0.00	0.00	2,000.00	0.00%
6101	City Administrator	1,071.85	1,071.85	25,002.00	4.29%
6102	City Clerk	1,188.62	1,188.62	15,300.00	7.77%
6227	Collection System	0.00	0.00	30,000.00	0.00%
6306	Contract Services	10,085.83	10,085.83	30,000.00	33.62%
6427	Deposit Refund	0.00	0.00	500.00	0.00%
6305	Dues, Travel, Training	708.00	708.00	4,000.00	17.70%
6334	Emergency Services	0.00	0.00	5,000.00	0.00%
6119	Facilities Manager	2,471.08	2,471.08	25,880.00	9.55%
6231	I & I, TV Insp & Cleaning	0.00	0.00	10,000.00	0.00%
6202	Liability Insurance	12,589.80	12,589.80	12,000.00	104.92%
6439	Manhole Project	0.00	0.00	100,000.00	0.00%
6203	Misc. Tools	0.00	0.00	1,300.00	0.00%
6252	Miscellaneous Expense	0.00	0.00	500.00	0.00%
6230	Office Equip/Maint/Supplies	0.00	0.00	750.00	0.00%
6328	Office Supplies	0.00	0.00	500.00	0.00%
6200	Operations & Maint	12,182.25	12,182.25	35,000.00	34.81%
6115	Overtime	0.00	0.00	2,000.00	0.00%
6118	Pager Pay	208.00	208.00	3,000.00	6.93%
6120	Payroll Expense	2,674.02	2,674.02	103,912.00	2.57%
6204	Permits	0.00	0.00	5,000.00	0.00%
6121	Plant Operator	2,223.11	2,223.11	26,707.00	8.32%
6329	Postage	488.97	488.97	2,500.00	19.56%
6795	Reserve for Contingencies	0.00	0.00	233,929.00	0.00%
6521	Reserve Transfer (ACER Reserve	0.00	0.00	13,500.00	0.00%
6208	Safety Equipment & Supplies	199.99	199.99	2,000.00	10.00%
6417	Sludge Hauling	0.00	0.00	7,000.00	0.00%
6525	Transfer Out (PW Reserve)	0.00	0.00	12,500.00	0.00%
6210	Utilities	2,533.42	2,533.42	24,750.00	10.24%
6422	Utility Truck Purchase	0.00	0.00	60,000.00	0.00%
6109	Utility Worker I	1,649.42	1,649.42	15,575.00	10.59%
6027	Vehicle Maintenance	0.00	0.00	3,000.00	0.00%

Sewer Fund

Statement of Revenue and Expenditures

		Current Period	Year-To-Date	Annual Budget	Jul 2023
		Jul 2023	Jul 2023	Jul 2023	Jun 2024
		Aug 2023	Aug 2023	Jun 2024	Percent of
Account Number		Actual	Actual		Budget
Other Expense					
6201	Lab Equipment	0.00	0.00	2,000.00	0.00%
	Expenses	\$52,154.16	\$52,154.16	\$916,330.00	
	Revenue Less Expenditures	(\$12,282.52)	(\$12,282.52)	\$0.00	
	Net Change in Fund Balance	(\$12,282.52)	(\$12,282.52)	\$0.00	
Fund Balances					
	Beginning Fund Balance	545,857.72	545,857.72	0.00	0.00%
	Net Change in Fund Balance	(12,282.52)	(12,282.52)	0.00	0.00%
	Ending Fund Balance	533,575.20	533,575.20	0.00	0.00%

Street Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Aug 2023 Actual	Year-To-Date Jul 2023 Aug 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	106,587.00	0.00%
4952	Interest Income	371.85	371.85	3,198.00	11.63%
4292	Recology Franchise Fees	0.00	0.00	4,900.00	0.00%
4290	State Gas Tax Revenue	9,048.26	9,048.26	92,400.00	9.79%
Revenue		\$9,420.11	\$9,420.11	\$207,085.00	
Gross Profit		\$9,420.11	\$9,420.11	\$207,085.00	
Expenses					
Requirements					
6103	Admin Clerk	356.21	356.21	2,244.00	15.87%
6101	City Administrator	85.75	85.75	2,000.00	4.29%
6306	Contract Services	1,150.38	1,150.38	15,000.00	7.67%
6221	Equipment/Maintenance	0.00	0.00	2,000.00	0.00%
6119	Facilities Manager	549.13	549.13	13,802.00	3.98%
6236	Footpaths/Bikepaths	0.00	0.00	5,000.00	0.00%
6200	Operations & Maint	4,897.84	4,897.84	20,000.00	24.49%
6120	Payroll Expense	461.37	461.37	19,795.00	2.33%
6121	Plant Operator	494.02	494.02	5,935.00	8.32%
6795	Reserve for Contingencies	0.00	0.00	56,394.00	0.00%
6241	Storm Drain Replacement	0.00	0.00	5,000.00	0.00%
6229	Street Lights	1,331.45	1,331.45	16,800.00	7.93%
6222	Street Maintenance	0.00	0.00	40,000.00	0.00%
6109	Utility Worker I	366.54	366.54	0.00	0.00%
6108	Utility Worker II	0.00	0.00	3,115.00	0.00%
Expenses		\$9,692.69	\$9,692.69	\$207,085.00	
Revenue Less Expenditures		(\$272.58)	(\$272.58)	\$0.00	
Net Change in Fund Balance		(\$272.58)	(\$272.58)	\$0.00	
Fund Balances					
	Beginning Fund Balance	127,356.55	127,356.55	0.00	0.00%
	Net Change in Fund Balance	(272.58)	(272.58)	0.00	0.00%
	Ending Fund Balance	127,083.97	127,083.97	0.00	0.00%

Sidewalk Fund

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Aug 2023 Actual	Year-To-Date Jul 2023 Aug 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	9,017.00	0.00%
4952	Interest Income	52.59	52.59	271.00	19.41%
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	\$52.59	\$52.59	\$29,288.00	
	Gross Profit	\$52.59	\$52.59	\$29,288.00	
Expenses					
6499	Capital Reserve	0.00	0.00	4,288.00	0.00%
6423	Sidewalk Installation	0.00	0.00	25,000.00	0.00%
	Expenses	\$0.00	\$0.00	\$29,288.00	
	Revenue Less Expenditures	\$52.59	\$52.59	\$0.00	
	Net Change in Fund Balance	\$52.59	\$52.59	\$0.00	
Fund Balances					
	Beginning Fund Balance	28,115.51	28,115.51	0.00	0.00%
	Net Change in Fund Balance	52.59	52.59	0.00	0.00%
	Ending Fund Balance	28,168.10	28,168.10	0.00	0.00%

Building Fund

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Aug 2023 Actual	Year-To-Date Jul 2023 Aug 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
Other Revenue					
4100	Beginning Budget Balance	0.00	0.00	20,700.00	0.00%
4939	Code Compliance Fees	75.00	75.00	500.00	15.00%
4938	County Building Services	60.43	60.43	4,000.00	1.51%
4952	Interest Income	46.37	46.37	621.00	7.47%
Revenue		\$181.80	\$181.80	\$25,821.00	
Gross Profit		\$181.80	\$181.80	\$25,821.00	
Expenses					
Requirements					
6103	Admin Clerk	197.76	197.76	2,805.00	7.05%
6101	City Administrator	85.75	85.75	3,317.00	2.59%
6119	Facilities Manager	0.00	0.00	2,844.00	0.00%
6328	Office Supplies	0.00	0.00	50.00	0.00%
6120	Payroll Expense	0.00	0.00	5,765.00	0.00%
6329	Postage	0.00	0.00	100.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	10,940.00	0.00%
Expenses		\$283.51	\$283.51	\$25,821.00	
Revenue Less Expenditures		(\$101.71)	(\$101.71)	\$0.00	
Net Change in Fund Balance		(\$101.71)	(\$101.71)	\$0.00	
Fund Balances					
Beginning Fund Balance		28,411.81	28,411.81	0.00	0.00%
Net Change in Fund Balance		(101.71)	(101.71)	0.00	0.00%
Ending Fund Balance		28,310.10	28,310.10	0.00	0.00%

Economic Development Fund
Statement of Revenue and Expenditures

Account Number		Current Period Jul 2023 Aug 2023 Actual	Year-To-Date Jul 2023 Aug 2023 Actual	Annual Budget Jul 2023 Jun 2024	Jul 2023 Jun 2024 Percent of Budget
Revenue & Expenditures					
Revenue					
4100	Beginning Budget Balance	0.00	0.00	129,226.00	0.00%
4952	Interest Income	240.08	240.08	3,877.00	6.19%
4970	Loan Payments	0.00	0.00	600.00	0.00%
	Revenue	\$240.08	\$240.08	\$133,703.00	
	Gross Profit	\$240.08	\$240.08	\$133,703.00	
Expenses					
6313	Administrative Costs	0.00	0.00	250.00	0.00%
6300	Attorney/Legal Fees	0.00	0.00	1,000.00	0.00%
6101	City Administrator	214.37	214.37	2,000.00	10.72%
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	388.95	388.95	1,327.00	29.31%
6795	Reserve for Contingencies	0.00	0.00	109,076.00	0.00%
	Expenses	\$603.32	\$603.32	\$133,703.00	
	Revenue Less Expenditures	(\$363.24)	(\$363.24)	\$0.00	
	Net Change in Fund Balance	(\$363.24)	(\$363.24)	\$0.00	
Fund Balances					
	Beginning Fund Balance	151,300.12	151,300.12	0.00	0.00%
	Net Change in Fund Balance	(363.24)	(363.24)	0.00	0.00%
	Ending Fund Balance	150,936.88	150,936.88	0.00	0.00%

MEMORANDUM

TO: Yvette Potter, Mayor
Yamhill City Council

FROM: Walt Wendolowski, Contract City Planner

SUBJECT: DLCD Housing Application Grant

DATE: July 27, 2023

The City has an opportunity to obtain a Department of Land Conservation and Development (DLCD) Housing Planning Assistance Grant. For this grant the City would: (a) review the Comprehensive Plan and Zone Code to identify any barriers to providing needed housing; and (2) conduct a buildable lands inventory identifying developable and re-developable lands within the City. These are two necessary steps before the City can entertain an urban growth boundary amendment.

It is important to note the state is reconfiguring how to assess land needs and address housing on a state-wide level. Final rules with supporting data will not be available until **January 1, 2025**. In effect, the DLCD will not entertain UGB expansions until that date. However, by auditing our Code and conducting a buildable lands inventory, the City will be ahead of the game when the opportunity for UGB expansion applications opens.

Regarding the actual work, I anticipate conducting the audit in conjunction with staff. An outside consultant – possibly the Mid-Willamette Valley COG – would be doing the buildable lands inventory using the County Geographic Information System. The grant will fund all work; there is no local match. The City will submit the final materials.

As part of the application process, the DLCD requires a local endorsement, either by letter or resolution. I have attached a resolution for your consideration.

I want to emphasize this is just an application; there is no guarantee of approval. However, even if rejected for this grant, the City has at least made itself known to DLCD for future consideration.

A RESOLUTION AUTHORIZING SUBMITTAL OF)	RESOLUTION
AN APPLICATION FOR THE DLCD HOUSING)	NO. 2023-811
PLANNING ASSISTANCE GRANT AND)	
AUTHORIZING THE CITY MANAGER TO SIGN)	
ALL APPROPRIATE ASSOCIATED DOCUMENTS)	

WHEREAS, the City of Yamhill recognizes the need to provide additional housing opportunities for the community; and,

WHEREAS, to fully ensure a comprehensive analysis of potential options, initial steps require an audit of the existing Comprehensive Plan and Zoning Code texts to identify barriers to establishing housing and consider additional housing opportunities; and,

WHEREAS, the City finds a concurrent assessment of available land for development and re-development will assist with potential implementation measures; and,

WHEREAS, to fund the endeavor, the Department of Land Conservation and Development provides Housing Planning Assistance Grants, with the 2023-2025 grant applications due by July 31, 2023; and

WHEREAS, the grant will provide funding assistance to support City staff, including existing planning consulting services, as well as additional professional services needed to assist in the City.

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

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

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

Passed by the Yamhill City Council and executed by the Mayor on this _____ day of July 2023 by a vote of _____ yeas and _____ nays.

CITY OF YAMHILL, OREGON

Yvette Potter, Mayor

ATTESTED BY:

City Recorder

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

Number of Calls:

Number of Calls/Activity:	214
Number of Case Reports:	08
Number of Arrests:	06
Number of Citations:	67
Number of Warnings:	140
Number of Circuit Court Citations:	11

Hours Worked:

Greg Graven	91
Travis Van Cleave	150
AJ Miller	161

Reserves:

Chris Livingston	30
------------------	----

Miles Driven:

Greg Graven	322
Travis Van Cleave	910
AJ Miller	833

Reserves:

Chris Livingston	92
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City of Yamhill

A small taste of Oregon

Agenda - Staff Report - Project Initiation Sheet

Council Agenda - 8/9/2023

Project Name – Filter media project

Date - 7/25/2023

Project Description – Water plant filter media NTU Nephelometric Turbidity Units

Project Number - 23 – PW-03

Responsible - Jason Wofford

Fund - Water Fund and Yamhill County grant

Project Start Date - 07/25/2023

Project Complete - 08/3/2023

Project Notes - **Background:**

Water plant filter media allows the finished water to go through its final filtration before leaving the plant to public consumption. The need for this project generated out of the water plant filter media not being changed in 25yrs. Recommendation came from OAWU Oregon association of water utilities, that filter media should be changed every 5 to 10 years.

Description -

Delta Inc provided a list of materials for the filters. (Refer to itemized list of materials attached) Elevations were surveyed in to incorporate placement of material at their designed levels Filters were installed for the purpose of cleaner drinking water through the process of filtering out contaminants. The NTU's are now 10 times cleaner than when we started this project.

Financials –

Total cost of the project was \$68,000.00 with funds made available through Awarded Yamhill County ARPA grant, and contract services budget line item.
Refer to attached contract from Delta for an itemized list of cost.

Attachment



City of Yamhill

A small taste of Oregon

ARPA Grant	\$60,000.00
Contract services	\$8,000.00
<u>Total cost of project</u>	<u>\$68,000.00</u>

Staff Recommendation –

This project was not dependent on any other project and was completed on 08/3/2023.

Attachment

ATTACHMENT A

SCOPE OF WORK

Jason Wofford, Facilities Manager
Yamhill Public Works
205 S Maple St
Yamhill, OR 97148

RE: Filter media replacement rev 1

Scope Narrative:

The City of Yamhill is having issues with the performance of the existing filter media and is seeking proposals for replacement and system startup. The on-site construction documents referenced specified materials provided by Leopold, our proposal considers alternate suppliers based on pricing and availability, if an in-kind replacement is required it will result in a price adjustment. Our scope of supply and services is based upon the materials and time-frame detailed on this proposal.

The Work includes major task items identified on this proposal and we have done our best to identify all work (including work being performed by owner); however, if it is not listed in this quote we have not included it in our proposal.

- Installation of the filter media.
- Conduct the performance tests.
- Conduct training classes.
- Update Record Drawings.

Filter media supplied:

- Anthracite filter media
- Garnet sand
- Underbed gravel

Work Plan

Yamhill to have an operator onsite to assist in manual operation of the filter for tasks such as filling/emptying to preset levels for media placement, etc.

- Day 1 – All filter media should be removed by owner and any repairs to underdrain performed, Oldham crane to set up equipment and materials staged
- Day 2 – Load media into filter 1
- Day 3 – Balance hydraulics (FTW, Backwash, etc) and ready the filter for operation, remove media from Filter 2
- Day 4 – Load media into filter 2
- Day 5 – Balance hydraulics (FTW, Backwash, etc) and ready the filter for operation, demobilize equipment from site

Exclusions:

The following list is offered in an attempt to further clarify what is not in this cost proposal. It is intended that these items are covered in other divisions of work. We are detailing them here to help prevent a project oversight. If requested, any and all of these items can be added to our scope of work, but could require a cost adjustment.

- Removal of filter media from filter beds (to be performed by owner)
- Costs associated with repairs (if needed) to underdrain system
- Costs associated with delays outside of the control of Delta (\$1,000/day)



Conditions Of Proposal:

- This proposal is contingent upon the condition of the underdrain system – additional work may be required that is not captured in this scope that may have cost and schedule impacts.
- Proposal is based on design per drawings and specifications by Leopold.
- This proposal is subject to the successful negotiation of a mutually agreeable contract.

Fee Schedule

Delta Labor	\$18,900.00
Equipment Costs	9,575.00
Media Costs	32,410.00
Media Freight	6,500.00
Total	\$67,385.00

Plus price escalation from time of bid submission (12/28/11) to project completion (anticipated 02/2012). Price adjustments to be addressed through contract modifications submitted by Delta and approved by City of Yamhill (OR).

Thank you,
Eric Wick
Eric Wick
Office: 541-505-9968
Fax: 541-982-2266
eric@deltaesi.com



541.505.9968 • f. 541.982.2266 | 4678 Isabelle St • Eugene, OR 97402 | www.deltaesi.com • CCB# 172839

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advert. Inj.	\$1,000,000	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$1,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence	\$500,000	NO
	Annual Aggregate	\$500,000	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Manager
City of Yamhill
295 S Maple Street
Yamhill, OR 97148

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the City of Yamhill, Oregon (the "City"), an Oregon municipal corporation, and The Automation Group, DBA Delta Operations, an Oregon corporation ("Contractor").

RECITALS

A. The City is in need of installation of water treatment plant filter media, performance testing, staff training and Record Drawing update services and related services, and Contractor is qualified and prepared to provide such services.


B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. **Engagement.** The City hereby engages Contractor to provide services ("Services") related to installation of water treatment plant filter media, performance testing, staff training and Record Drawing update and related services and Contractor accepts such engagement.

1. **Scope of Work.** The duties and responsibilities of Contractor shall be as described in Attachment A attached hereto and incorporated herein by reference.

2. **Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall be completed on or before

8/10/2023 - 2022 

3. **Compensation.** Services will be billed at a lump sum payment in the sum of \$67,385.00 for the Scope of Work described in Attachment A. Any additional services or charges shall be subject to approval of a written addendum to this Agreement.

4. **Payment; Interest.**

4.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance and completion of the Services within thirty days of being billed therefor.

4.2 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

4.3 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

4.4 City will pay interest on late payments to Contractor as required by the Oregon Public Contracting Code.

5. Omitted Section.

6. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City Manager
City of Yamhill
205 S. Maple Street
Yamhill, OR 97148

CONTRACTOR: Delta Operations
4678 Isabelle Street
Eugene, Oregon 97402

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid. **Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services.

7. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

8. Insurance.

8.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference. Said insurance shall be primary coverage.

8.2 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an attached endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

9. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

10. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

11. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

12. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

13. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Yamhill County, Oregon.

14. Compliance with Law.

14.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

14.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

14.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

14.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

15. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

16. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

17. Default.

17.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

17.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

17.3 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Yamhill County. Litigation initiated by the City must be authorized by the Yamhill City Council.

18. **Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

19. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

20. **Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CONTRACTOR:

CITY OF YAMHILL

THE AUTOMATION GROUP, DBA
DELTA OPERATIONS

By: _____

Name: Yvette Potter

Its: Mayor

Date: _____

Attest: _____

Authorized City Staff.

By:  _____

Name: ERIC WICK

Its: Authorized Officer

Date: 10/24/2022

Montelongo Set 2 Finish Concrete LLC

PO Box 129

Dayton, OR 97114 US

971-241-7429

montelongoconcrete@yahoo.com

Estimate**ADDRESS**

Jason Wofford
City of Yamhill
450 S Maple st
PO Box 9
Yamhill, OR 97148

ESTIMATE #	DATE	
873	07/25/2023	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/26/2023	Services	Remove and replace concrete sidewalk between Camellia st and Dahlia st. approx 1020 Sq ft of broomed concrete. This includes removal and disposal of old concrete, form setup and grading with 2in of compacted rock (city standard) and 4" of broomed finished concrete at >2% grade.	1,020	14.00	14,280.00

TOTAL**\$14,280.00**

Accepted By

Accepted Date



Estimate

DATE	8/4/2023
ESTIMATE #	24494

3121 Taylor Way
 Forest Grove OR 97116
 Phone: 503-992-0400
 www.parkerconcrete.com
 CCB # 46947

CUSTOMER	
City of Yamhill Public Works PO Box 9 Yamhill, OR 97148 Attn: Richard	
Site Contact	Jason 541-521-3349

PROJECT	
Hwy 47, Yamhill	
PLAN #	
Lot #	

QTY	UNIT	DESCRIPTION	RATE	Total
1,015	S.F.	City Sidewalk	5.30	5,379.50
55	S.F.	Approach	5.95	327.25
6	Feet	Step Face	22.00	132.00
0.5	Yard(s)	Thickened Edge	310.00	155.00
15	Yard(s)	Environmental Fuel Surcharge	10.00	150.00
7	Gallon(s)	Cure	35.00	245.00
1	Each	Mobilization	150.00	150.00
		CAT and Processing Fee (Based on Final total.)	65.50	65.50
		SUBTOTAL		6,604.25
8	Hour(s)	Hoe Time	175.00	1,400.00
3	Load(s)	Export (Load)	240.00	720.00
2	Load(s)	Rock	367.50	735.00
5	Hour(s)	Truck Time	135.00	675.00
8	Hour(s)	Labor - Residential	65.00	520.00
2	Hour(s)	Bobcat Time	100.00	200.00
1	Unit	Mobilization	300.00	300.00
8	Gallon(s)	Fuel	4.00	32.00
		CAT and Processing Fee (Based on Final total.)	46.00	46.00
		SUBTOTAL		4,628.00
		*Scope does NOT include the following:		
		- Permits or Inspections.		
		- Traffic Control Plan or Flagging.		
		- Street, Lane, or Sidewalk Closures.		
		- Sealer or Joint Filler.		
		- Steel Reinforcement		
		- Surveys or Layouts		
		- Overtime rates		
			Total	



Estimate

DATE	8/4/2023
ESTIMATE #	24494

3121 Taylor Way
Forest Grove OR 97116
Phone: 503-992-0400
www.parkerconcrete.com
CCB # 46947

CUSTOMER	
City of Yamhill Public Works PO Box 9 Yamhill, OR 97148 Attn: Richard	
Site Contact	Jason 541-521-3349

PROJECT	
Hwy 47, Yamhill	
PLAN #	
Lot #	

QTY	UNIT	DESCRIPTION	RATE	Total
		<ul style="list-style-type: none">- Prevailing Wage rates- Sign Footings- Colored Concrete <p>Parker Concrete, Inc. will complete the work described in this proposal in a workmanlike manner and to industry standards. Work is guaranteed to be within the standards set by the Construction Contractors Board for the state of Oregon & Washington for 1 year from date of completion. Cracks of less than 1/8th inch vertical separation or less than 1/4 inch horizontal separation are within industry standards for this job.</p> <p>This estimate is given solely as an estimate and is not to be considered as a firm price or lump-sum contract. Parker Concrete expressly reserves the right to change the price/quantities based upon the conditions found at the site.</p> <p>* If you have any questions regarding this Estimate, please contact Ed Martin, IV at 503-680-5844 or Ed@parkerconcrete.com. * For Scheduling, Please contact Fernando 971-678-6899 or Flatwork@parkerconcrete.com.</p>		
Thank you for your interest in Parker Concrete, Inc. Upon acceptance of this estimate, please sign and fax to (503) 992-0412. Thank you.			Total	\$11,232.25



Consumer Protection Notice

Actions to help make your project successful

(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

START OUT YOUR PROJECT RIGHT

1. **Make sure your contractor is properly licensed** before you sign a contract. Visit www.oregon.gov/ccb, and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.
 - **A license requires the contractor to maintain a surety bond and liability insurance** - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.
 - **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.
2. **What you should know about bids, contracts, and change orders:**
 - **Bids** - *Do not automatically accept the lowest bid* - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.
 - **Contracts and Change Orders** - *Always get it in writing*. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.
 - **Contracts should be as detailed as possible** - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.
 - **Read and understand your contract before signing it** - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
3. **Additional contract information you should know:**
 - **A Payment Schedule** - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
 - **Special Note on Liens** - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at www.oregon.gov/ccb, or contact an attorney.
 - **Warranty on new residential construction** - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.
4. **If you should have a problem with your contractor** - You can file a complaint with the CCB against a licensed contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

Visit the CCB website at for more information on having a successful project.
www.oregon.gov/ccb

CONTRACTOR: CCB#: 46947

PROPERTY OWNER:

Signature Myki Maunula Date _____

Signature _____

Date _____



Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.**
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

Common Questions and Answers About Construction Liens

Can someone record a construction lien even if I pay my contractor? Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

What is a Notice of Right to Lien? A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

What should I do when I receive a Notice of Right to Lien? Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

When do construction liens need to be recorded? In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

Note to Contractor: This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

Steps That Consumers Can Take to Protect Themselves

- **Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed.** The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: www.oregon.gov/ccb, or you can call 503-378-4621.
- **Review the Consumer Protection Notice (ORS 701.330(1)),** which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- **Contact a title company about obtaining a title policy** that will protect you from construction lien claims.
- **Find out what precautions, if any, will be taken** by your contractor, lending institution, and architect to protect your project from construction liens.
- **Ask the contractor to get lien waivers or lien releases** from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment.
- **Have a written contract with your contractor.** A written contract is **required** for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- **If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services** provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- **When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers.** The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. Be aware that many banks will not accept checks made payable to multiple parties unless each party appears at the bank with government-issued identification at the time of deposit. Your contractor may wish to check with its bank and advise whether this is an option.
- **Should you have a dispute with your contractor,** you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address: _____

CONTRACTOR: CCB#: 46947

PROPERTY OWNER: _____

Mykie McAllister
Print Name (as it appears on contract)

Print Name (as it appears on contract)

mykie mcaulister
Signature _____ Date _____

Signature _____ Date _____

July 13, 2023
Dear Chef, Greg Graven,

Hi my name is Bettie Benson
ON June 23, 2023 my husband
had a heart attack, I called
911 And in the mean time I
pulled him out of his chair
and started chest compressions
Just A few minutes Later
officer Travis VanCleve of
the Yamhill Sheriff's office
came to our rescue, he took
over compressions on my husband
And saved his life. He had
to do that for at least
7-8 minutes by him self, I
was no shape to help him.
his dedication & Humanitarian
Sole kept him focused to
keep the compressions going
un til the other 1st responders
arrived. The strength, compassion
and stamina Travis showed
needs more then the Brownies
that I Baked for him. Chef
this man deserves an
Award to honor such a
person. He never wavered

He is And will Always be
my hero. my husband
Lives because of this Angel
of A human bean
my prayers And wishes
w'll Always be with
TRAVIS VanCleve. Thank you
to ALL who WAS involved
much Love

