



CITY OF
JOHN DAY

Amended CITY COUNCIL MEETING AGENDA

(Added executive session)

Tuesday December 17, 2024,

NOTE: EXECUTIVE SESSIONS will be held at 4:00 p.m. before the regular meeting:

REGULAR MEETING: 6:30 pm

John Day Fire Station

316 S Canyon Blvd, John Day, OR 97845

(541)575-0028 www.cityofjohnday.com

This meeting is open to the public. This agenda includes a list of the principal subjects anticipated to be considered at the meeting. However, the agenda does not limit the ability of the Council to consider additional subjects. Meetings may be canceled without notice. Zoom Meeting participants should use the "raise your hand" feature during these times to alert the moderator that they would like to speak.

Join Zoom Meeting

City of John Day is inviting you to a scheduled Zoom meeting.

<https://zoom.us/j/95867942253?pwd=dHE5c3djSEx4OFBuZndPQU5HMGN3QT09>

Meeting ID: 958 6794 2253

Passcode: 776959

Executive Session: 4:00 p.m.

- a. ORS192.660 2 (i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.
- b. ORS192.660 2 (f): To consider information or records that are exempt by law from public inspection
- c. ORS 192.660 2 (e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (added 12-13-24)

<Break>

Call to Order: Regular Meeting 6:30 pm.

1. Call John Day City Council Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Amend or Accept Regular Agenda

5. Public Comments (Please Limit to 3 Minutes)

Public Comments are an opportunity to present information or speak on an issue that is not on the agenda. Comments are limited to 3 minutes for each person. Visitors may state their comments and should not expect the council to engage in back and forth dialogue regarding the comment, council may either choose to add it to a follow up meeting or direct City Manager to follow up with the speaker.

6. Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- a. Minutes of 11-26-24
- b. Accounts Payable through December 2, 2024
- c. 2024 Certified Election Results Grant County

7. Public Hearings for Property Sale and Exchange:

- a. Proposed sale of property at 241 W. Main Street
- b. Proposed exchange of property on Brent Drive- Nodine

8. Public Hearing Ordinance 24-204016: An Ordinance of the City of John Day Establishing Camping Regulations and a Campsite Removal Policy.

9. Resolution No. 24-913-06; A Resolution of City of John Day adopting certain water and sewer service fees effective January 22, 2025.

10. Resolution No. 24-914-07; Clark's Disposal Request for elimination of fuel tax and raise of rates for net zero impact to customers.

11. IGA for Law Enforcement Services; subject to minor legal revisions

12. Ana DeVincentis with JDCC Parks and Rec; request for Letter of Support

13. Timber Trucker Light Parade Community Grant request: \$100.00

14. Council approval of Engineering Services RFP

15. Ducote Consulting; Project update

- a. Wastewater Plant – Council decision regarding funding path
- b. Broadband – Council decision regarding EDA and BTAP grants

16. Rob Gaslin, CPA financial update

17. Discussion regarding a prohibition of Jake brakes within city limits.

18. City Manager Comments

19. Mayor and Council Comments

20. Adjournment: Next Regular Meeting January 14, 2024

CITY OF JOHN DAY
CITY COUNCIL MINUTES NOVEMBER 26, 2024

COUCILORS PRESENT:

Sherrie Rininger, Mayor
Chris Labhart, Councilor
Eric Bush, Council President
Ron Phillips, Councilor
Bradley Hale, Councilor

COUNCILORS ABSENT

David Holland, Councilor (Excused)

STAFF PRESENT:

Melissa Bethel, City Manager
Nick Ducote, Contract Grant writer &
administrator

Agenda Item No. 1—Call Meeting to Order

The City Council meeting was called to order at 6:30 pm.

Agenda Item No. 2—Pledge of Allegiance

The City Council stood for the Pledge of Allegiance.

Agenda Item No. 3—Roll Call and Attendance

Mayor Rininger stated all Councilors were present besides Councilor Holland who is excused.

Agenda Item No. 4—Amend or Accept Regular Agenda

Councilor Phillips moved to accept the agenda as presented. The motion was seconded by Councilor Hale and passed unanimously.

Agenda Item No. 5—Public Comments

Matt Turner: Mr. Turner is the Canyon City Fire Chief. He suggested the new Fire Hall be named after the former Fire Chief of John Day, Ron Smith as a dedication to all of his hard work.

Agenda Item No. 6—Consent Agenda

Items on the consent agenda for approval:

- a) Minutes of 11-12-24
- b) Accounts Payable through November 19, 2024

Councilor Bush moved to approve the consent agenda as amended. The motion was seconded by Councilor Bush and passed unanimously.

Agenda Item No. 7—Rate study analysis and recommendation—Donovan Enterprises, Inc

Steve Donovan provided a PowerPoint presentation regarding the utilities rates forecast. Donovan presented the 5-year funding plan, existing water rate structure and his recommended adjustments. For non-domestic water the City has a rate of \$0.001 per gallon, he recommends the City charges the full cost of service. On water he recommends a 4% annual general rate increase.

For the Wastewater he talked about key planning assumptions, funding strategies for the new WWTP, annual changes in Wastewater revenue requirements and the 5-year single family rate forecast. The gross project cost is \$33.5 million. Grant contributions is \$5.9 million. The total estimated annual level debt service is \$1,153,962 per year when the project is complete. For sewer rates he suggests a level rate increase over time. This is a substantial rate increase and a substantial project.

People from Canyon City are frustrated about this project and asked if their Council could have a work session with John Day Council.

Louis Provencher: He stated when the Community Development fee was adopted by Council the public was told that the rate would not go up.

Agenda Item No. 8—Ducote Consulting; fiscal analysis of projects

Jim Peck with Flagline discussed what has changed with the cost estimates and what they're doing about it. Labor and material prices have gone up since the beginning of this project. Concrete has also gone up by almost three times the amount it originally was. Mechanical and electrical equipment has gone up 55-60 percent in the last two years.

Ducote is aware there have been concerns within the community regarding where all of the money went that the City had for the Sewer Plant. He presented a visual slide show that showed how the money from the various grants was spent and who it went to.

Councilor Labhart asked when the rates would go up. Bethel stated Council will have a Resolution at the December meeting with the new fee schedule. It will go into effect in January.

Agenda Item No. 9—City Manager Comments

Bethel asked Council if they would be willing to move the December meeting to the 17th because of the Holidays. Council came to a consensus to do so.

Bethel asked Council if they would allow her to work on a letter of support for Parks and Rec for a grant and have the Mayor sign it. Councilor Hale stated he would like a little more information on what the grant is for. Council agreed to invite the Parks and Rec representative to a meeting to answer questions.

Every year League of Oregon Cities has all of the elected officials and staff go to Salem to meet with their Representatives and Legislatures. This will be January 28th, 2025.

Agenda Item No. 10—Mayor and Council Comments

Councilor Bush stated that the number one priority for the City is the Wastewater Treatment Plant and believes they need to really focus on getting this done.

Councilor Labhart asked where the City stands with the audit. Bethel stated the auditors came and we are still waiting on the report. He asked when they will be doing an evaluation on the City Manager, Mayor Rininger stated they are in the process of getting that put together. Councilor Labhart also asked for an update on the Union negotiations. Bethel stated they are still ongoing because the contract was turned down so they will go back to negotiations.

Adjourn:

There being no further business before council the meeting was adjourned.

Melissa Bethel, CM

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
ACS - ADVANCED CONTROL SYSTEMS							
11/26/2024	750380	1013	ACS - ADVANCED CONTROL SYSTEM	39768	03-000-63450	415.00	415.00
Total 750380:							415.00
AMERIFORMS							
11/26/2024	750381	1029	AMERIFORMS	62563	06-000-63800	220.00	220.00
Total 750381:							220.00
ED STAUB & SONS PROPANE							
11/26/2024	750382	1168	ED STAUB & SONS PROPANE	11613944	26-000-64798	1,169.14	1,169.14
11/26/2024	750382	1168	ED STAUB & SONS PROPANE	11613950	01-050-64798	754.35	754.35
11/26/2024	750382	1168	ED STAUB & SONS PROPANE	CL312364	26-050-63100	535.04	535.04
Total 750382:							2,458.53
EMPLOYMENT RELATIONS BOARD							
11/26/2024	750383	1662	EMPLOYMENT RELATIONS BOARD	ACC01884	06-000-63450	500.00	500.00
Total 750383:							500.00
GENERAL PACIFIC, INC.							
11/26/2024	750384	1198	GENERAL PACIFIC, INC.	1503359	26-000-64000	6,000.00	6,000.00
Total 750384:							6,000.00
GRANT ESD							
11/26/2024	750385	1219	GRANT ESD	2024250112	03-000-64301	217.62	217.62
Total 750385:							217.62
LANE COUNCIL OF GOVERNMENTS							
11/26/2024	750386	1314	LANE COUNCIL OF GOVERNMENTS	95684	10-000-63825	6,495.53	6,495.53
Total 750386:							6,495.53
OREGON DEPARTMENT OF REVENUE							
11/26/2024	750387	1657	OREGON DEPARTMENT OF REVENUE	LTRID-L00607	02-000-63460	120.00	120.00
11/26/2024	750387	1657	OREGON DEPARTMENT OF REVENUE	LTRID-L11345	03-000-62900	120.00	120.00
Total 750387:							240.00
OREGON HEALTH AUTHORITY CASHIER							
11/26/2024	750388	1399	OREGON HEALTH AUTHORITY CASHI	PWSID410041	02-000-62350	75.00	75.00
Total 750388:							75.00
TEC COPIER SYSTEMS LLC							
11/26/2024	750389	1500	TEC COPIER SYSTEMS LLC	218944	06-000-62900	77.47	77.47
Total 750389:							77.47

RRP

RRP

RRP

S12

RRP

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
TIBERIUS SOLUTIONS LLC							
11/26/2024	750390	1642	TIBERIUS SOLUTIONS LLC	2170	34-000-63450	6,600.00	6,600.00
Total 750390:							6,600.00
VERIZON							
11/26/2024	750391	1538	VERIZON	9978332918	02-000-64798	214.06	214.06
Total 750391:							214.06
XYLEM WATER SOLUTIONS USA INC							
11/26/2024	750392	1554	XYLEM WATER SOLUTIONS USA INC	3556D49302	03-000-66250	568.48	568.48
Total 750392:							568.48
Grand Totals:							24,081.69

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-000-20000	.00	3,008.28-	3,008.28-
01-000-62900	23.24	.00	23.24
01-000-63450	150.00	.00	150.00
01-000-63800	66.00	.00	66.00
01-000-64000	1,680.00	.00	1,680.00
01-000-64798	157.67	.00	157.67
01-050-64000	120.00	.00	120.00
01-050-64798	811.37	.00	811.37
02-000-20000	.00	2,834.29-	2,834.29-
02-000-62350	75.00	.00	75.00
02-000-62900	23.24	.00	23.24
02-000-63450	150.00	.00	150.00
02-000-63460	120.00	.00	120.00
02-000-63800	66.00	.00	66.00
02-000-63825	207.50	.00	207.50
02-000-64000	1,740.00	.00	1,740.00
02-000-64798	452.55	.00	452.55
03-000-20000	.00	3,224.24-	3,224.24-
03-000-62500	23.24	.00	23.24
03-000-62850	150.00	.00	150.00
03-000-62900	120.00	.00	120.00
03-000-63400	66.00	.00	66.00
03-000-63450	207.50	.00	207.50
03-000-63500	1,740.00	.00	1,740.00
03-000-64301	349.02	.00	349.02
03-000-66250	568.48	.00	568.48
06-000-20000	.00	972.03-	972.03-
06-000-62900	7.75	.00	7.75
06-000-63450	50.00	.00	50.00
06-000-63800	22.00	.00	22.00
06-000-64000	600.00	.00	600.00
06-000-64798	292.28	.00	292.28
10-000-20000	.00	6,495.53-	6,495.53-
10-000-63825	6,495.53	.00	6,495.53

GL Account	Debit	Credit	Proof
26-000-20000	.00	947.32-	947.32-
26-000-63100	302.86	.00	302.86
26-000-64000	120.00	.00	120.00
26-000-64798	292.28	.00	292.28
26-050-63100	232.18	.00	232.18
34-000-20000	.00	6,600.00-	6,600.00-
34-000-63450	6,600.00	.00	6,600.00
Grand Totals:	<u>24,081.69</u>	<u>24,081.69-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Report Criteria:

Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Handwritten notes:
RRR
RRR
SL

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Business Oregon							
12/02/2024	750393	1070	Business Oregon	LOAN #186-17	02-000-68910	32,700.00	32,700.00
12/02/2024	750393	1070	Business Oregon	LOAN# 186-11	10-000-68700	21,074.90	21,074.90
Total 750393:							53,774.90
Grand Totals:							53,774.90

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
02-000-20000	.00	32,700.00-	32,700.00-
02-000-68910	22,988.60	.00	22,988.60
02-000-68920	9,711.40	.00	9,711.40
10-000-20000	.00	21,074.90-	21,074.90-
10-000-68700	10,934.20	.00	10,934.20
10-000-68750	10,140.70	.00	10,140.70
Grand Totals:	53,774.90	53,774.90-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Detail Results By Precinct

1 of 5

Machine ID: A Machine #: 4520073538

Grant

03

Grant County November 5, 2024 General Elect...

11/27/2024 10:08:27

11/05/2024

First Ballot Date Time: 11/05/2024 11:12:38

Total Sheets Processed: 2995

Last Ballot Date Time: 11/27/2024 08:43:55

Total Ballots Cast: 2995

Blank Sheets Cast: 1

Ballot Style	Sheets Processed
Seq:00001 Typ:01 Spl:01	1313
Seq:00002 Typ:01 Spl:01	376
Seq:00003 Typ:01 Spl:01	881
Seq:00004 Typ:01 Spl:01	101
Seq:00005 Typ:01 Spl:01	324

Contest	Votes
United State President and Vice President (Vote For 1)	
WTP Robert F Kennedy Jr/Nicole Shanahan	58
PRO Cornel West	1
LBT Chase Oliver/Mike ter Maat	12
CON Randall Terry	3
REP Donald J Trump/JD Vance	2296
PAC Jill Stein/Rudolph Ware	6
DEM Kamala D Harris/Tim Walz	574
Write-in	19
Over Votes	3
Under Votes	23
Total	2995

US Representative, 2nd District (Vote For 1)	
REP Cliff Bentz	2302
CON Michael Kurt Stettler	107
DEM Dan Ruby	450
Write-in	4
Over Votes	2
Under Votes	130
Total	2995

Secretary of State (Vote For 1)	
PAC Nathalie Paravicini	36
REP Dennis Linthicum	2197
DEM Tobias Read	567
Write-in	4
Over Votes	1
Under Votes	190
Total	2995

State Treasurer (Vote For 1)	
WRK Mary King	121
REP Brian J Boquist	2182
DEM Elizabeth Steiner	478
Write-in	3
Over Votes	0
Under Votes	211
Total	2995

Attorney General
(Vote For 1)

Detail Results By Precinct

Machine ID: A Machine #: 4520073538

Grant

03

Grant County November 5, 2024 General Elect...

11/27/2024 10:08:27

11/05/2024

First Ballot Date Time: 11/05/2024 11:12:38

Total Sheets Processed: 2995

Last Ballot Date Time: 11/27/2024 08:43:55

Total Ballots Cast: 2995

Blank Sheets Cast: 1

Contest	Votes
REP Will Lathrop	2276
DEM Dan Rayfield	537
Write-in	3
Over Votes	0
Under Votes	179
Total	2995
State Senator, District 30	
(Vote For 1)	
REP Mike McLane	2183
Write-in	27
Over Votes	1
Under Votes	784
Total	2995
State Representative, 60th District	
(Vote For 1)	
REP Mark Owens	2232
Write-in	29
Over Votes	0
Under Votes	734
Total	2995
Judge of the Supreme Court, Position 1	
(Vote For 1)	
Stephen K Bushong	1710
Write-in	52
Over Votes	1
Under Votes	1232
Total	2995
Judge of the Supreme Court, Position 7	
(Vote For 1)	
Bronson D James	1703
Write-in	44
Over Votes	1
Under Votes	1247
Total	2995
County Judge	
(Vote For 1)	
Mark Webb	1239
Jim Hamsher	1569
Write-in	29
Over Votes	0
Under Votes	158
Total	2995
County Clerk	
(Vote For 1)	
Laurie Cates	2200
Write-in	21
Over Votes	1
Under Votes	773
Total	2995

Detail Results By Precinct

Machine ID: A Machine #: 4520073538
03

Grant
Grant County November 5, 2024 General Elect...
11/05/2024

11/27/2024 10:08:27

First Ballot Date Time: 11/05/2024 11:12:38
Last Ballot Date Time: 11/27/2024 08:43:55

Total Sheets Processed: 2995
Total Ballots Cast: 2995
Blank Sheets Cast: 1

Contest	Votes
County Sheriff	
(Vote For 1)	
Scott Moore	907
Todd McKinley	1969
Write-in	20
Over Votes	2
Under Votes	97
Total	2995
County Treasurer	
(Vote For 1)	
Danielle Kimball	1131
Julie Ellison	1508
Write-in	6
Over Votes	1
Under Votes	349
Total	2995
Mayor - Canyon City City of Canyon City	
(Vote For 1)	
Steve Fischer	271
Write-in	5
Over Votes	0
Under Votes	100
Total	376
City Council - Canyon City City of Canyon City	
(Vote For 2)	
Jenny L Workman	217
Scott W Myers	257
Write-in	3
Write-in	0
Over Votes	0
Under Votes	275
Total	752
At Large - John Day City of John Day	
(Vote For 3)	
Ed Newby	345
Shannon Adair	354
Vernon Pifer	315
Chris B Labhart	384
Heather Swank	413
David Holland	365
Write-in	15
Write-in	6
Write-in	3
Over Votes	3
Under Votes	440
Total	2643
Mayor - Mt. Vernon City of Mt. Vernon	
(Vote For 1)	
Kenny Delano	255

Detail Results By Precinct

Machine ID: A Machine #: 4520073538
03

Grant
Grant County November 5, 2024 General Elect...
11/05/2024

11/27/2024 10:08:27

First Ballot Date Time: 11/05/2024 11:12:38
Last Ballot Date Time: 11/27/2024 08:43:55

Total Sheets Processed: 2995
Total Ballots Cast: 2995
Blank Sheets Cast: 1

Contest	Votes
Write-in	15
Over Votes	0
Under Votes	54
Total	324

At Large - Mt. Vernon City of Mt. Vernon

(Vote For 2)	
Judi Bennett	185
Andrew (Drew) Johnson	100
Flora Cheadle	128
Ken E Douglas	79
Write-in	2
Write-in	0
Over Votes	2
Under Votes	152
Total	648

City Council - Seneca City of Seneca

(Vote For 2)	
Charles (Chuck) White	50
Andrea R Officer	88
Linda Pace	40
Write-in	0
Write-in	0
Over Votes	0
Under Votes	24
Total	202

At Large #1 - GSWD Grant Soil & Water

(Vote For 1)	
Phil St Clair	1999
Write-in	25
Over Votes	1
Under Votes	970
Total	2995

Zone #2 - GSWD Grant Soil & Water

(Vote For 1)	
Rick Henslee	1993
Write-in	16
Over Votes	2
Under Votes	984
Total	2995

Zone #3 - GSWD Grant Soil & Water

(Vote For 1)	
Pat Voigt	2066
Write-in	24
Over Votes	0
Under Votes	905
Total	2995

State Measure 115

(Vote For 1)	
Yes	1148

Detail Results By Precinct

Machine ID: A Machine #: 4520073538

Grant

03

Grant County November 5, 2024 General Elect...

11/27/2024 10:08:27

11/05/2024

First Ballot Date Time: 11/05/2024 11:12:38

Total Sheets Processed: 2995

Last Ballot Date Time: 11/27/2024 08:43:55

Total Ballots Cast: 2995

Blank Sheets Cast: 1

Contest	Votes
No	1638
Over Votes	1
Under Votes	208
Total	2995
State Measure 116	
(Vote For 1)	
Yes	851
No	1905
Over Votes	1
Under Votes	238
Total	2995
State Measure 117	
(Vote For 1)	
Yes	653
No	2148
Over Votes	3
Under Votes	191
Total	2995
State Measure 118	
(Vote For 1)	
Yes	375
No	2442
Over Votes	2
Under Votes	176
Total	2995
State Measure 119	
(Vote For 1)	
Yes	972
No	1759
Over Votes	1
Under Votes	263
Total	2995

STATE OF OREGON)
)
 County of Grant)

I, Laurie Cates, Grant County Clerk, do hereby certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.

Laurie Cates
 Laurie Cates, Grant County Clerk

11/27/2024
 Date





REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: February 13, 2024			
Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Motion X	Information <input type="checkbox"/>
Date Prepared: 12-04-24		Dept.: City Manager's Office	
SUBJECT: Public Hearing for Sale & Exchange of real property		Contact Person for this Item: Melissa Bethel, City Manager, bethelm@grantcounty-org.gov 541 575 0028 ex 4224	

SUBJECT: The City will hold two public hearings to hear testimony on the potential sale of property located at 241 W. Main Street and for the exchange of property along N.W. Brent Drive. Notice of the potential sale and exchange of property was posted in the December 11, 2024 Eastern Oregonian.

BACKGROUND:

- a. **Property Located at 241 W. Main Street:** The City purchased the property at 241 W. Main on June 18, 2021 for \$90,000.00. The property was purchased with DAS funds and intended to reimburse the sale with funds through the Broadband EDA grant. The original intent was to allow the Cybermill to operate out of the building. The City made the decision to not reimburse with the EDA grant as the City would be required to own and maintain the property for 15 years and the property had already been purchased.

On August 1, 2024 the City received a letter of intent to purchase the building from R3 chairman Heather Smith. The City Council agreed to enter into negotiations with R3 under Ordinance 21-192-03 section 6.1 (attached). Negotiations ensued and on November 5, 2024 the City received notice R3 would not be moving forward with the purchase of the building.

This hearing and discussion will allow the City to proceed with private offers to purchase the building according to Section 5 of the Ordinance. A commercial analysis is attached.

- b. **Property exchange on Brent Drive -Nodine:** The City was approached this summer by Ms. Nodine who inquired if the City would be interested in a property exchange (see Exhibit C). The city owns property alongside her existing shop which does not connect to any city property along the east. In the past, it was considered for a trail/pedestrian system, but does not seem to be a viable option in the future. Ms. Nodine is proposing to exchange the city owned property directly in front of her shop for water front property along N. Brent which could be utilized as ROW for future improvements to N. Brent. A



Broker opinion has been provided and attached which shows little difference in value of the land to be exchanged.

FINANCIAL IMPACT:

241 Main Street: The proceeds from the sale of the building at 241 W. Main Street are included as revenue in the IT fund for FY24/25. The funds from the sale of this building and the Seneca city-owned building are to offset the \$159,804 deficit in the IT fund.

Nodine Property: The Nodine property exchange will have little financial impact.

ATTACHMENTS:

- a. Ordinance 21-192-03
- b. Notice in Eastern Oregonian
- c. Commercial Market Analysis for 421 Main Street
- d. Exhibit for Nodine
- e. Broker opinion of value for Nodine exchange

Staff Recommendation:

The Public Hearings should be held separately with separate discussions and motions for each property.

ORDINANCE NO. 21-192-03

AN ORDINANCE OF CITY OF JOHN DAY ADOPTING POLICIES AND PROCEDURES GOVERNING THE DISPOSAL OF CERTAIN CLASSES OF CITY-OWNED REAL PROPERTY; AND DECLARING AN EMERGENCY.

WHEREAS, City of John Day (“City”) has all the powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City; and

WHEREAS, ORS 271.310(1) provides that a city may sell, exchange, convey, or lease real property no longer needed for public use or whenever the public interest may be furthered; and

WHEREAS, ORS 221.725 outlines certain notice, hearing, and approval requirements for a city to dispose of real property; and

WHEREAS, ORS 221.727 provides that a city council may, after notice and a hearing, adopt an alternative procedure for the sale of individual parcels of a class of City-owned real properties in lieu of the procedure under ORS 221.725; and

WHEREAS, the council finds that policies and procedures governing the disposal of certain classes of City-owned real property are necessary to ensure the efficient, consistent, and equitable transfer of such real property, including, without limitation, certain industrial, commercial, and low value real properties; and

WHEREAS, in accordance with ORS 221.727, City provided notice of and held a hearing on January 12, 2020 to consider the alternative procedures for the transfer of certain City-owned real property; and

WHEREAS, the council desires to adopt this Ordinance No. 21-192-03 (this “Ordinance”) to establish policies and procedures governing the transfer of certain classes of City-owned real property.

NOW, THEREFORE, the City of John Day ordains as follows:

1. Findings. The above-stated findings contained in this Ordinance are hereby adopted.
2. Purpose; Scope. This Ordinance establishes certain policies and procedures concerning the transfer of certain classes of City-owned real property. Except as expressly provided otherwise by the council from time to time, City-owned real property will be transferred subject to and in accordance with this Ordinance. Nothing contained in this Ordinance will be construed to require additional procedures applicable to the transfer of City-owned real property classified under this Ordinance and/or limit the authority of the city manager to issue any permits or licenses authorized by other City ordinances, codes, rules, and/or regulations.
3. Definitions. Unless the context requires otherwise, when used in this Ordinance the following terms and phrases have the meanings assigned to them below, whether capitalized or not:

“Airport property” means any interest in City-owned real property located in the Airport Industrial Park, as defined in the John Day Development Code, whether now owned or hereafter acquired.

“City” means City of John Day, Oregon, an Oregon municipal corporation.

“City manager” means City’s then-appointed city manager or his or her designee.

“Commercial property” means any interest in City-owned real property in any commercial district, as defined in the John Day Development Code, whether now owned or hereinafter acquired.

“Council” means the John Day City Council.

“Industrial property” means any interest in City-owned real property in any industrial district, as defined in the John Day Development Code, whether now owned or hereinafter acquired.

“Low value property” means any interest in City-owned real property with an estimated market value of less than \$5,000.00 regardless of the real property’s zoning designation, which estimated market value determination will be made by the council or city manager.

“Person(s)” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity.

“Transfer” means the sale, lease-option, disposal, exchange, and/or donation of real property.

4. Property Classifications. City hereby classifies City-owned real property as follows: (a) commercial property; (b) industrial property; (c) airport property; and (d) low value property. Prior to transferring any real property under this Ordinance, City will determine (y) that the real property is not needed for public use, and/or (z) that the public interest may be furthered by transfer of the real property. The council will make the determination required under the immediately preceding sentence prior to transferring the subject real property; provided, however, the city manager may assist the council in making the determination. Council’s approval and authorization of any real property transfer is prima facie evidence that the council determined that the subject real property is not needed for public use and/or that the public interest will be furthered by transfer of the real property.

5. Real Property Transfer – Procedures. Subject to the provisions contained in this Ordinance, City may transfer City-owned real property in accordance with the following procedures:

5.1 Market Value. When City desires to transfer any City-owned real property, the city manager will obtain an appraisal or other evidence of the real property’s market value, which evidence may include, without limitation, a broker price opinion.

5.2 Determination; Minimum Terms. Upon receiving the appraisal and/or other evidence of market value, the council will determine whether to offer the real property for sale or otherwise and will establish minimum acceptable terms for the subject real property’s transfer. In establishing the minimum acceptable terms for the transfer, the council may consider such information the council determines necessary and/or appropriate, including, without limitation, the appraisal(s)

and/or other evidence of market value. The council may, on recommendation of the city manager, hold a hearing to provide interested parties an opportunity to comment prior to offering any City-owned real property for sale; provided, however, nothing contained in this Ordinance will be construed to require the council to hold a hearing as a condition to completing the sale. In deciding whether to recommend that the council hold a hearing, the city manager may consider any factors the city manager determines necessary and/or appropriate, including, without limitation, the size and/or value of the subject real property. If the council decides to offer the real property for sale, the city manager will transfer the real property in accordance with Section 5.3 or as otherwise directed by the council.

5.3 Procedures. Unless expressly directed otherwise by the council, the city manager may, in the city manager's discretion, transfer City-owned real property through such method of transfer that the city manager determines is in City's best interests, including, without limitation, the following: (a) by listing designated parcel(s) of City-owned real property with a licensed realtor; (b) through a solicitation or bid process; (c) by auction or liquidation sale; (d) by direct sale to a private party; and/or (e) after providing public notice of the City-owned real property offered for sale.

5.4 Documentation. City's transfer of real property pursuant to the procedures contained in this Section 5 will be conditioned on the transferee entering into such agreements, documentation, and/or instruments City determines necessary and/or appropriate to effectuate the transfer, which may include, without limitation, a purchase and sale agreement. Notwithstanding anything contained in this Ordinance to the contrary, the transfer agreement(s), document(s), and/or instrument(s) will be in form and content satisfactory to City and contain such terms and conditions the city manager and/or city attorney determine necessary and/or appropriate, which terms and conditions may include, without limitation, that the real property will be transferred "as is" and "with all faults" and subject to all applicable federal, state, and/or local laws, rules, regulations, codes, and/or ordinances.

5.5 Conditions of Sale. In determining whether to transfer any City-owned real property under this Ordinance, City may, in its sole discretion, consider whether to establish certain requirements as conditions of the transaction, which conditions may include, without limitation, requiring that the real property be developed to a certain standard by a specified date, that the real property not be placed in tax-exempt status for a specified length of time, and/or such other conditions City deems necessary and/or appropriate.

6. Exemptions. The following transfer(s) of real property are exempt from the procedures contained in Section 5 of this Ordinance.

6.1 Transfer to Government Entities. Notwithstanding anything contained in this Ordinance to the contrary, City may transfer real property to any federal, state, and/or local agency, government, and/or political subdivision if the council finds (a) that the real property is not needed for public use, and/or (b) that the public interest may be furthered by disposal of the real property. City may transfer City-owned real property to another government entity with or without consideration.

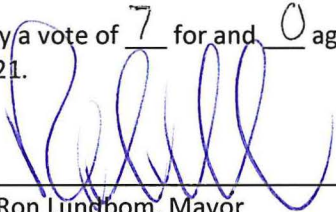
6.2 Transfer of Low Value Property. Whenever the city manager and/or council finds (a) that low value property is not needed for public use, and/or (b) that the public interest may be furthered by disposal of such low value property, the city manager may direct the transfer of such low value property in such manner as the city manager deems necessary and/or appropriate, including, without limitation, by direct sale to a private party and/or by donation.

7. Alternate Procedures. Notwithstanding the provisions of this Ordinance, the council may, from time to time, adopt a resolution establishing a procedure for the sale of individual parcels of a class of City-owned real properties, or any interest in the properties, under a single program established within City for the sale of that class of properties. City may thereafter sell any parcel under that adopted procedure in lieu of the procedure established in this Ordinance.

8. Interpretation; Severability; Errors. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, rule, regulation, code, or ordinance includes the law, rule, regulation, code, or ordinance as now in force and which may hereafter be amended. The provisions of this Ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors. City staff and/or its designee may renumber, format, and make all other edits necessary to codify this Ordinance into the John Day City Code.

9. Emergency Declaration. The council finds that passage of this Ordinance is necessary for the immediate preservation of the peace, health, and safety of City's citizens. The council further finds that a delay of thirty (30) days prior to the effective date of this Ordinance may result in acts, omissions, and/or conditions detrimental to City and the public welfare. Therefore, an emergency is declared to exist and this Ordinance will be in full force and effect as of January 26, 2021.

This Ordinance was PASSED by the City Council by a vote of 7 for and 0 against and APPROVED by the Mayor on this 26th day of January, 2021.



Ron Lundbom, Mayor

ATTEST:



Nicholas Green, City Manager

Notice of Public Hearing (ORS 221.725)
Sale of Real Property Owned by City of John Day

Pursuant to ORS 221.725, the City Council (the "Council") for City of John Day ("City") will hold a public hearing during its regular council meeting on Tuesday, December 17, 2024 at 6:30 p.m. in the John Day Fire Hall located at 316 South Canyon Blvd., John Day, Oregon 97845. The public hearing will be held to discuss the sale of certain City-owned real property (including a commercial building located thereon (the "Building")), commonly known as 241 W. Main Street, John Day, Oregon 97845 and more particularly described as follows (collectively, the "Property"):

In Block E: Beginning at the Southwest corner of Lot 9 of said Block E; thence S78°02'E, along the North line of Main Street, 38.2 feet; thence N06°52"E, 136.0 feet to the rear alley; thence N69°02'W, 55.0 feet to the West line of said Lot 9; thence S06°42'E, along said West line, 76.0 feet; thence S08°27'W, along said West line, 72.0 feet to the point of beginning.

(Tax Acct. 3-113-31-26BATL4500; Ref. 1141)

The Property's intended use (after the sale) includes owning, operating, and/or leasing the Property for commercial purposes consistent with applicable land use laws and regulations. The sale will be accomplished through City's standard purchase and sale agreement. The Council considers it necessary or convenient to sell the Property because the Property is no longer needed for City purposes. In accordance with ORS 221.725, City residents will have the opportunity to present written or oral testimony at the public hearing concerning the proposed sale.

Publish Date: Wednesday, December 11, 2024 (Eastern Oregonian)

Notice of Public Hearing (ORS 221.725)
Sale/Exchange of Real Property Owned by City of John Day

Pursuant to ORS 221.725, the City Council (the "Council") for City of John Day ("City") will hold a public hearing during its regular council meeting on Tuesday, December 17, 2024 at 6:30 p.m. in the John Day Fire Hall located at 316 South Canyon Blvd., John Day, Oregon 97845. The public hearing will be held to discuss the sale/exchange of certain City-owned real property legally described as follows (the "Property"):

A tract of land situated in the SW 1/4 Section 23, T. 13S., R.3 IE., W.M., City of John Day, Grant County, Oregon. Said tract being a portion of Parcel 3 of Land Partition No. 2017-07, according to the plat thereof recorded in the office of the Grant County Clerk on October 27, 2017. Said tract being further described in that certain deed recorded as Instrument No. 20182140, deed records of Grant County, Oregon, described as follows:

All that portion of said Parcel 3 lying southeasterly of the following described line: beginning at a 5/8" iron pin at the southwest corner of the that certain tract of land described in Deed Instrument No. 20130404, deed records of Grant County, Oregon; thence S.50°00'00"W., a distance of 45 feet, more or less, to the center of Canyon Creek, and the terminus of the herein described line.

The real property City intends to receive in exchange for the Property is legally described as follows:

A tract of land situated in the SW 1/4 Section 23, T. 13S., R.3 IE., W.M., City of John Day, Grant County, Oregon. Said tract being a portion of Lot 126 of Beswick Addition to John Day, according to the plat thereof dated June 1953. Said tract being further described in that certain deed recorded as Instrument No. 20041536, deed records of Grant County, Oregon, described as follows:

Commencing at a 5/8" iron pin at the southeast corner of the that certain tract of land described in Deed Instrument No. 20130404, deed records of Grant County, Oregon; thence, along the west right of way line of North Brent Drive, S.00°21 '38"E., a distance of 98.0 feet, to the TRUE POINT OF BEGINNING; thence, continuing along said right of way line, S.00°21 '38"E., a distance of 289.0 feet, more or less to the south corner of said Lot 126; thence, along the westerly line of said Lot 126, N.05 °12'03"W., a distance of 283.0 feet; thence N.73°00'00"E., 24.8 feet, more or less, to the point of beginning.

The Property's intended use (after the sale/exchange) includes owning the Property for purposes consistent with applicable land use laws and regulations. The sale/exchange will be accomplished through a City-prepared transfer/exchange agreement. The Council considers it necessary or convenient to sell/exchange the Property because the Property is no longer needed for City purposes. In accordance with ORS 221.725, City residents will have the opportunity to present written or oral testimony at the public hearing concerning the proposed sale.

Publish Date: Wednesday, December 11, 2024 (Eastern Oregonian)

Competitive Market Analysis

for

Melissa Bethel



241 W Main
John Day, OR 95645

Recommended Price: \$0 (\$0 - \$0)

Prepared By



Debbie Brown
Broker / Realtor
Madden Realty
237 S Canyon Blvd
John Day OR 97845

Phone: 541-419-8156
Cell: 541-419-8156
Email:
debbie.jobbrownrealtor@gmail.com



Table of Contents

Comparables to Your Home	3
Map of Comparables to Your Home	6
Pricing Your Home	7
Company Information	8

© RMLS 2024. ALL RIGHTS RESERVED. - INFORMATION NOT GUARANTEED AND SHOULD BE VERIFIED.
SQUARE FOOTAGE IS APPROXIMATE & MAY INCLUDE BOTH FINISHED & UNFINISHED AREAS - CONSULT BROKER FOR INFO.
SCHOOL AVAILABILITY SUBJECT TO CHANGE.

Comparables to Your Home

Center ST Granite 97877 COM SLD \$85,500



MLS#: 24190096 Status: SLD PTax/Yr: \$496
 Prop Type: OTHER Sale Inc: BLDG,BUSNS
 Area: 410 YrBuilt: 2009 / APPROX Gross SQFT: 1925
 #Stry / Bldg: 1 / 1 Parking: 12 /
 Present Use: MINI-ST Lot Size: 10K-14,999SF

Directions: Sumpter Valley Hwy to Granite, turn RT on Center St, property on RT

Remarks: Great business opportunity with minimal effort. This Mini-Storage is located in the heart of Granite on Center St. There are 7 units approximately 10'x15' and 4 units approximately 8'x15', and an office in front, with potential for an outdoor space or two as well. There are no utilities connected to the property. The building is well maintained and is easy access for customers to store their toys to use when recreating in the area. Call today to set up an appointment to view this property.

147 SW FRONT ST Prairie City 97869 COM ACT \$150,000



MLS#: 23532153 Status: ACT PTax/Yr: \$829
 Prop Type: COMM Sale Inc: BLDG,LAND
 Area: 410 YrBuilt: 1886 / EXISTNG Gross SQFT: 1250
 #Stry / Bldg: / Parking: /
 Present Use: RETAIL Lot Size: 0-2,999SF

Directions: US26 east- 13 miles fro John Day

Remarks: Price Adjustment.Prairie City Store front. Very unique.Historical commercial building constructed in 1886 with hand-shaved rock. It was the local post office for many years. Great downtown business location. Approximately 1250sqft with large open glassed-in front window display area. Lots of character.\$7,000 credit towards roof repairs.

274 NW FRONT ST Prairie City 97869 COM ACT \$179,000



MLS#: 24543731 Status: ACT PTax/Yr: \$1,905
 Prop Type: COMM Sale Inc: BLDG,EQUIP,LAND
 Area: 410 YrBuilt: 1963 / EXISTNG Gross SQFT: 1380
 #Stry / Bldg: / Parking: 15 /
 Present Use: RESTRNT Lot Size: 10K-14,999SF

Directions: Hwy26

Remarks: Commercial building for sale in Prairie City, Or! This building was home to the Hitchin Post Drive In Cafe for many years. Bring your enthusiasm and open it back up or use the building for any other endeavor you may have in mind. Sale will include blower system & grill, walk in cooler, frymaster deep fryer, Ice cream machine, Ice O matic flake ice machine, masterbilt freezer (ice cream dipping cabinet), milk shake machine, 2 freezers, microwave, 8 barstools, 2 tables and 8 chairs, 3 inside picnic tables, 3 outside picnic tables, 3 compartment stainless sink, fire suppression system. Lots of equipment to help a new owner start their own restaurant/cafe. Excellent location, tons of parking and always was a favorite amongst the community and travelers passing through. 1380 sq/ft with two bathrooms, storage rooms, indoor & outdoor seating.

525 HWY 395 Seneca 97873 COM SLD \$110,000



MLS#: 22699858 Status: SLD PTax/Yr: \$714
 Prop Type: COMM Sale Inc: BLDG,LAND
 Area: 410 YrBuilt: 1993 / UNDRCON Gross SQFT: 672
 #Stry / Bldg: 1 / 1 Parking: /
 Present Use: OTHER Lot Size: 10K-14,999SF

Directions: Hwy 395

Remarks: Commercial Building setting in one of the most beautiful areas.Current owners were in the process of remodeling building into an Air BnB.3 rooms for sleeping(2 with bunk beds and sinks,Living room,kitchen area,bathroom and storage room.Bathroom has tiled floor, tiled shower(glass surround)not installed but included in sale,range & dishwasher included but not installed,washer/dryer hookups.Seneca,Or a beautiful valley surrounded by picturesque mountains,thousands of acres of public land.

© RMLS 2024. ALL RIGHTS RESERVED. - INFORMATION NOT GUARANTEED AND SHOULD BE VERIFIED.
SQUARE FOOTAGE IS APPROXIMATE & MAY INCLUDE BOTH FINISHED & UNFINISHED AREAS - CONSULT BROKER FOR INFO.
SCHOOL AVAILABILITY SUBJECT TO CHANGE.

421 S Main ST **Prairie City 97869 COM SLD \$165,000**



MLS#: 23170617 Status: SLD PTax/Yr: \$844
 Prop Type: COMM Sale Inc: BLDG, LAND
 Area: 410 YrBuilt: 1800 / EXISTNG Gross SQFT: 3536
 #Stry / Bldg: / 1 Parking: /
 Present Use: OTHER Lot Size: 15K-19,999SF

Directions: US 26 east to Prairie City- turn on Main at Blue Mtn. Nursing Home

Remarks: Large 3500+/-sqft older wood constructed building needing a foundation and sewer system. Nice location but needs work. Cash offer only.

241 W MAIN ST **John Day 97845 COM SLD \$90,000**



MLS#: 21337308 Status: SLD PTax/Yr: \$1,802
 Prop Type: COMM Sale Inc: BLDG, LAND
 Area: 410 YrBuilt: 1946 / Gross SQFT: 7800
 #Stry / Bldg: 2 / Parking: /
 Present Use: Lot Size: 5K-6,999SF

Directions: Main St. John Day, Or 97845 (Hwy 26)

Remarks: Downtown Commercial Building. Main Floor 3400Sq/ft - Upper level 3400sq/ft and basement w/1000Sqft. Upper level offer a 800sq/ft apartment with separate enclosed access/staircase. Possibility to convert other Sq/ft upstairs into more apartments. Main level has been stripped down to framing, tons of possibilities for multiple businesses. Good foot traffic area, many successful businesses have been located here. Building is need of work, call to make an appointment.

237 S CANYON BLVD **John Day 97845 COM SLD \$167,500**



MLS#: 21300113 Status: SLD PTax/Yr: \$1,727
 Prop Type: COMM Sale Inc: BLDG, LAND
 Area: 410 YrBuilt: 1900 / REMOD Gross SQFT: 1884
 #Stry / Bldg: / Parking: 5 /
 Present Use: RETAIL Lot Size: 7K-9,999SF

Directions: South from John Day on 395 to 237 S. Canyon Blvd

Remarks: Price reduced! City approved for change of use to residential. Minimal remodel will make this a large comfortable spacious home. Individual room heating and cooling systems. Rare opportunity in the beautiful Blue Mountains of Oregon! Located just a block from the crossroads of the city most everything you'll need is within an easy walk. Storage shed with lean-to, lots of parking. Owner is motivated!

150 N Mountain BLVD **Mount Vernon 97865 COM SLD \$160,000**



MLS#: 21318902 Status: SLD PTax/Yr: \$2,625
 Prop Type: COMM Sale Inc: BLDG, EQUIP, LAND
 Area: 410 YrBuilt: 1970 / REMOD Gross SQFT: 1380
 #Stry / Bldg: 1 / 1 Parking: 10 /
 Present Use: OTHER Lot Size: 15K-19,999SF

Directions: Hwy 26

Remarks: Gas Station and Mini Market, Business Opportunity. Owner carry to qualified buyer. Terms: \$50,000 down payment at 6% interest amortized over 20 years with balloon payment for remaining balance due in 10 years. Located on Hwy 395 and visible from Hwy 26 in Mt. Vernon, Or 97865. Concrete slab, previously had a manuf home (utilities in place). To place another Manuf home need to get variance through city. New POS system, 6000 gallon above ground tanks & More

166 SE DAYTON ST	John Day	97845	COM SLD	\$59,500
-------------------------	----------	-------	---------	----------



MLS#:	17141618	Status:	SLD	PTax/Yr:	\$839
Prop Type:	COMM	Sale Inc:	BLDG, LAND	Gross SQFT:	1575
Area:	410	YrBuilt:	1939 /	Parking:	/
#Stry / Bldg:	1 / 1	Lot Size:	0-2,999SF		
Present Use:	OTHER				

Directions: Highway 26 (Main Street) & Dayton Street

Remarks: **PRICE REDUCTION! COMMERCIAL STORE FRONT** located at 166 SE Dayton Street in John Day. 1575 +/- Square Feet. Good location for business or office space. Large reception area and three soundproof rooms plus rear storage or work area. First time on market since 1991.

149 E MAIN ST	John Day	97845	COM ACT	\$285,000
----------------------	----------	-------	---------	-----------



MLS#:	24599837	Status:	ACT	PTax/Yr:	\$2,028
Prop Type:	BUSOP	Sale Inc:	BLDG, EQUIP, LAND	Gross SQFT:	3299
Area:	410	YrBuilt:	1936 /	Parking:	/
#Stry / Bldg:	/	Lot Size:	3K-4,999SF		
Present Use:	BAR, RESTRNT				

Directions: hwy 26

Remarks: The Grubsteak Mining Company is now on the market. This restaurant and bar boasts a rich history of serving delicious meals in a charming small-town atmosphere. Recently closed, it eagerly awaits new owners to host a grand reopening. The sale includes the business name, all signage, menus, furniture throughout the establishment, kitchen appliances, a pool table, the building itself, and the prime Main Street frontage land. Inside, there is 3,299 square feet of real estate. A waitress station is conveniently located directly across from the kitchen, which features a spacious propane cooktop, kitchen hood, deep fryer, commercial dishwasher, and ample food preparation space and shelving. For additional information, please feel free to ask.

Map of Comparables to Your Home

[Click here to adjust the map location.](#)

#	MLS#	Address	#	MLS#	Address	#	MLS#	Address
1	24190096	Center ST	2	23532153	147 SW FRONT ST	3	24543731	274 NW FRONT ST
4	22699858	525 HWY 395	5	23170617	421 S Main ST	6	21337308	241 W MAIN ST
7	21300113	237 S CANYON BLVD	8	21318902	150 N Mountain BLVD	9	17141618	166 SE DAYTON ST
10	24599837	149 E MAIN ST						

Pricing Your Home

Status	#	Price				Sqft		\$/Sqft	CDOM	
		Minimum	Average	Median	Maximum	Average	Median	Average	Average	Median
ACT	3	\$150,000	\$204,667	\$179,000	\$285,000	1,976	1,380	\$104	N/A	N/A
SLD	7	\$59,500	\$119,643	\$110,000	\$167,500	2,682	1,884	\$45	386	232

Total Listings: 10 Sold Properties closed averaging 76.03% of their Final List Price.

	Amount	\$/Sqft
Min. List Price:	\$59,500	\$38
Avg. List Price:	\$171,550	\$70
Max. List Price:	\$285,000	\$87
Average Sale Price:	\$119,643	\$45

Recommended List Price

Min:	<u> </u>	<u>\$0</u>	<u>\$90,000</u>
Max:	<u> </u>	<u>\$0</u>	<u>\$120,000</u>
Recommended:	<u> </u>	<u>\$0</u>	<u>\$99,000</u>

**Note: Comparable listings with SQFT=0 are excluded from all Price/SQFT calculations

How the Recommended Price Looks in the Market

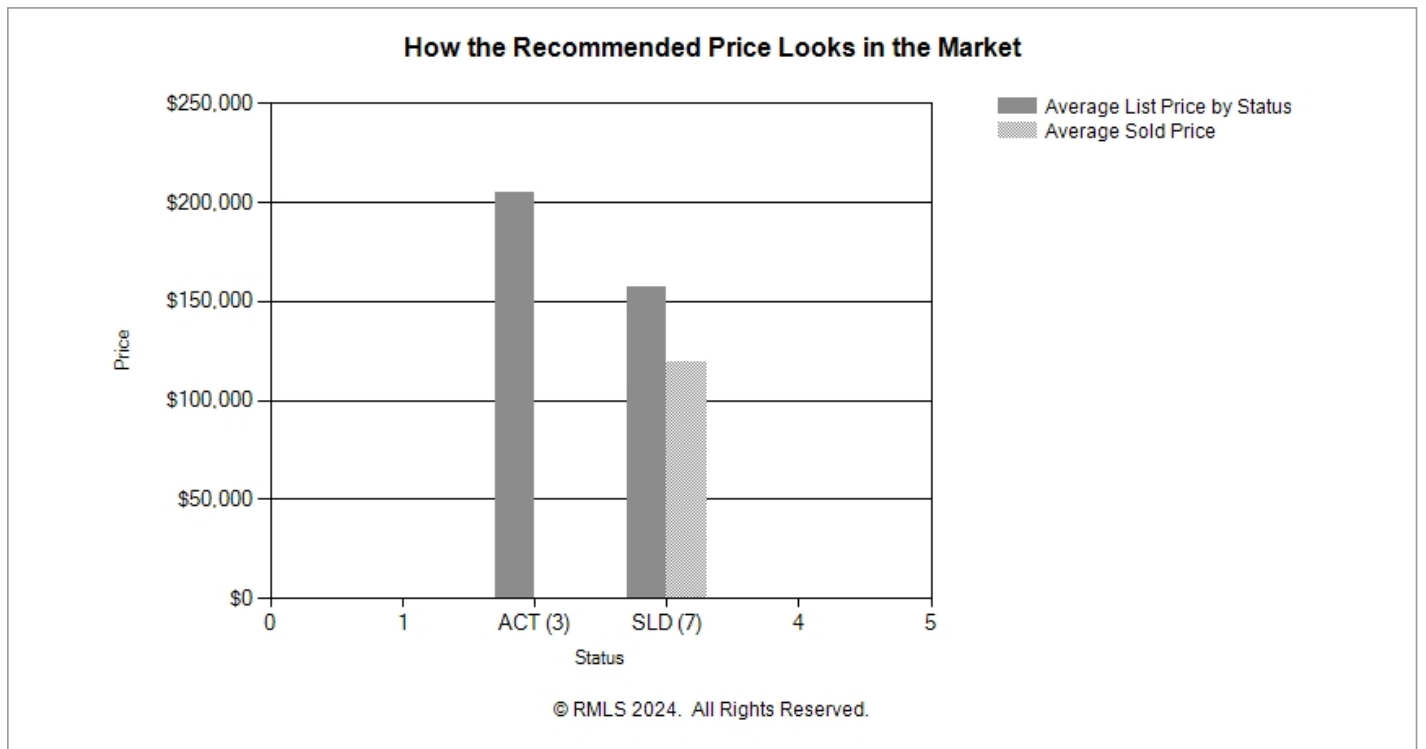


EXHIBIT A

City to Nodine Legal Description

A tract of land situated in the SW1/4 Section 23, T.13S., R.31E., W.M., City of John Day, Grant County, Oregon. Said tract being a portion of Parcel 3 of Land Partition No. 2017-07, according to the plat thereof recorded in the office of the Grant County Clerk on October 27, 2017. Said tract being further described in that certain deed recorded as Instrument No. 20182140, deed records of Grant County, Oregon, described as follows:

All that portion of said Parcel 3 lying southeasterly of the following described line:

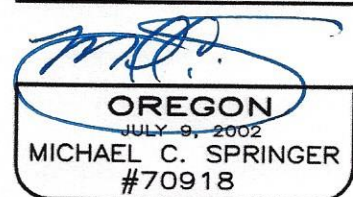
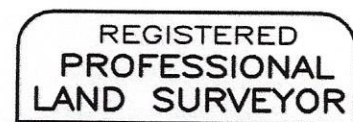
beginning at a 5/8" iron pin at the southwest corner of the that certain tract of land described in Deed Instrument No. 20130404, deed records of Grant County, Oregon;

thence S.50°00'00"W., a distance of 45 feet, more or less, to the center of Canyon Creek, and the terminus of the herein described line.

All according to EXHIBIT C, attached hereto.

Prepared by:
Benchmark Land Surveying
217 N. Canyon Blvd.
John Day, OR 97845

November 22, 2024



EXPIRES: 6/30/2026

EXHIBIT B

Nodine to City Legal Description

A tract of land situated in the SW1/4 Section 23, T.13S., R.31E., W.M., City of John Day, Grant County, Oregon. Said tract being a portion of Lot 126 of Beswick Addition to John Day, according to the plat thereof dated June 1953. Said tract being further described in that certain deed recorded as Instrument No. 20041536, deed records of Grant County, Oregon, described as follows:

Commencing at a 5/8" iron pin at the southeast corner of the that certain tract of land described in Deed Instrument No. 20130404, deed records of Grant County, Oregon;

thence, along the west right of way line of North Brent Drive, S.00°21'38"E., a distance of 98.0 feet, to the TRUE POINT OF BEGINNING;

thence, continuing along said right of way line, S.00°21'38"E., a distance of 289.0 feet, more or less to the south corner of said Lot 126;

thence, along the westerly line of said Lot 126, N.05°12'03"W., a distance of 283.0 feet;

thence N.73°00'00"E., 24.8 feet, more or less, to the point of beginning.

All according to EXHIBIT C, attached hereto.

Prepared by:
Benchmark Land Surveying
217 N. Canyon Blvd.
John Day, OR 97845

November 22, 2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 9, 2002
MICHAEL C. SPRINGER
#70918

EXPIRES: 6/30/2026



September 10, 2024

Re: Joyce Nodine Property and The City of John Day

Dear Mrs. Nodine

Thank you for contacting me regarding the property between Canyon Creek and NW Brent Drive, John Day, Oregon. The following is a letter of opinion that expresses a Real Estate Brokers opinion of value on the property. This is not an appraisal, if an appraisal is desired the services of a professional should be obtained.

Please see attached Surveyor copies showing existing Plat of property and also the proposed Plat showing the property Nodine to City and City to Nodine. Both properties are in close proximity to each other and both located along Canyon Creek. These properties would not be buildable acreages and are close in size. It is in this Brokers opinion that they would be "like" in value.

Please feel free to contact me, or one of my partners at Duke Warner Realty if you have any questions or concerns regarding the information I have provided for you.

Thank you and Warmest Regards,

A handwritten signature in cursive script that reads "Sally Knowles".

Sally Knowles, Broker, GRI, Duke Warner Realty, Dayville Branch Office

sknowles@ortelco.net, ljh@ortelco.net, ddwr@ortelco.net

541-987-2363

Lori Hickerson, Principal Broker, GRI

Babette Larson, Broker, Office Manager, GRI

ORDINANCE NO. 24-204-16

**AN ORDINANCE OF CITY OF JOHN DAY ESTABLISHING CAMPING REGULATIONS
AND A CAMPSITE REMOVAL POLICY.**

WHEREAS, the City of John Day City Council (“Council”) recognizes the competing concerns surrounding homeless individuals camping on public property within the City of John Day (“City”) and desires to implement regulations to address these concerns; and

WHEREAS, ORS 195.530 requires that any city law that regulates the acts of sitting, lying, sleeping, or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place, and manner with regards to persons experiencing homelessness; and

WHEREAS, the Council held public meetings at the John Day Fire Station at 316 South Canyon Boulevard, John Day, Oregon 97845 on July 30, 2024 at 6:30 P.M. and October 15, 2024 at 6:30 P.M. at which times and place all persons had an opportunity to appear, provide input, and object to proposed camping regulations; and

WHEREAS, the Council finds that the camping regulations and campsite removal policy contained in the attached Exhibit A are in the public interest.

NOW, THEREFORE, THE CITY OF JOHN DAY ORDAINS AS FOLLOWS:

1. Findings; Definitions. The above-stated findings are hereby adopted.
2. Purpose. The purpose of this Ordinance No. 24-204-16 (this “Ordinance”) is to minimize any adverse public safety and health impacts of camping on City property while providing some areas of City property, in the absence of alternative forms of shelter, where homeless persons may keep warm and dry while resting and/or sleeping.
3. Adoption of Camping Regulations. The Council hereby adopts the camping regulations as stated in Exhibit A.
4. Interpretation; Severability; Errors. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors.

APPROVED AND ADOPTED by the City Council of the City of John Day and signed by the mayor
this _____ day of _____, 2024.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

By: Sherrie Rininger, Mayor

ATTEST:

Melissa Bethel, City Manager

Exhibit A
Camping Regulations

1. Definitions. For purposes of this Ordinance, the following terms and phrases have the meanings assigned to them below:

“Alley” means a way or thoroughfare, dedicated to public use, but not more than 20 feet wide which is platted or dedicated for the purpose of, or in use, provides a secondary access to property otherwise served by a street.

“Camp” or “Camping” means to occupy a vehicle or to pitch, erect, create, use, or occupy camp facilities for the purposes of habitation, as may be evidenced by the use of camp paraphernalia.

“Camp Facilities” include, but are not limited to, tents, huts, temporary shelters, lean-tos, shacks, or any other structures or parts thereof.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or cooking devices and similar equipment.

“Campsite” means any place where one or more persons have established living accommodations by use of camp facilities, camp paraphernalia, and/or vehicle(s).

“City manager” means City’s then-appointed city manager and his or her designee.

“City property” means all real property, land, right-of-way, and public facilities owned, leased (either to City or by City), controlled, or managed by City.

“Established campsite” means a campsite in place for over 24 hours.

“Fire Department” means the John Day Fire Department.

“Personal property” means any item that can reasonably be identified as belonging to a person and that has apparent value or utility.

“Recreational fire” means a fire for the cooking of food, warmth, fellowship or ceremonial purposes.

“Right-of-way” means streets, alleys, public utility easements, and other public rights-of-way.

“Sidewalk” means the portion of the street between the curb line and adjacent property line intended for the use of pedestrians and includes multi-use pathways (i.e., pathways for bicycles and pedestrians).

“Street” means any highway, lane, road, street, right-of-way, and every way or place in City that is publicly owned or maintained for vehicular travel.

“Vehicle(s)” means either a “motor vehicle” as defined in ORS 801.360 including a motor vehicle with an attached “camper” as defined in ORS 801.180, or a “motor home” as defined in ORS 801.350.

2. Time, Place and Manner Regulations. Camping is permitted on City property subject to the time, place, and manner regulations contained in this Ordinance.

2.1 Time Regulations. Except as expressly authorized by City’s municipal code, camping is prohibited on all City property from 8:00 AM to 7:00 PM. During those times when camping is prohibited, all camp facilities and camp paraphernalia must be removed from City property.

2.2 Place Regulations. Unless otherwise specifically authorized by City’s municipal code or by declaration of the mayor and/or city manager due to emergency circumstances, camping is prohibited on all City property except the lot located directly east and adjacent to the lot on which the John Day City Hall is located, which lot is depicted on the attached Exhibit B. Notwithstanding anything to the contrary in this Ordinance, the City may change and/or modify permissible locations for camping from time to time and at any time via Council resolution. Notice of changes and/or modifications to permissible locations for camping will be posted at the John Day City Hall and any permissible camping location(s) existing at the time of the change and/or modification. The City may require that persons camping on City property relocate within the same area or to other City property to permit cleaning, maintenance, rehabilitation, and/or repair of City property. Persons camping on City property must comply with all lawful City orders to relocate and must not interfere, impede, and/or obstruct any cleaning, maintenance, rehabilitation, and/or repair activities.

2.3 Manner Regulations. At times and locations where camping is permitted under this Ordinance, the following regulations apply: (a) camping, sleeping, and/or keeping warm and dry on a public sidewalk is prohibited; (b) camping, sleeping, and/or keeping warm and dry in a manner that obstructs vehicular and/or pedestrian passage is prohibited; (c) at no time may camp facilities be constructed with plywood, wood materials, pallets, and/or other building materials (tents and similar items used for shelter that are readily portable are not prohibited by this subsection); (d) persons engaged in camping are allowed to use a sleeping bag, bedroll, and/or other material used for bedding purposes; (e) camp facilities may not exceed 50 square feet in surface area; (f) a camp or camping for one person, including, without limitation, camp facilities and/or camp paraphernalia, must be limited within a spatial footprint of 150 square feet in surface area (the intent of this subsection is to permit a person to sleep and maintain the essentials for living, while still maintaining the ability of everyone to use public spaces as designed and intended); (g) persons may not accumulate, discard, and/or leave behind garbage, debris, fecal matter, unsanitary, or hazardous materials, and/or other items of no apparent utility in a right-of-way, on City property, and/or on any adjacent public or private property; (h) open flames, recreational fires, burning of garbage, bonfires, and/or other fires, flames, and/or heating deemed unsafe by Fire Department are prohibited (some cooking stoves and other means of keeping warm may be allowed if permitted by Fire Department); (i) dumping of gray water (i.e., wastewater from

baths, sinks, and the like) or black water (i.e., sewage) into any facilities or places not intended for gray water or black water disposal is prohibited (this includes, without limitation, storm drains which are not intended for disposal of gray water or black water); (j) unauthorized connections or taps to electrical or other utilities, or violations of building, fire, and/or other relevant codes or standards, are prohibited; (k) obstruction or attachment of camp facilities, camp paraphernalia, and/or personal property to fire hydrants, utility poles, and/or other utility or public infrastructure, fences, trees, vegetation, vehicles, and/or buildings is prohibited; (l) storage of personal property, including, without limitation, vehicle tires, bicycles, and/or associated components (except as needed for personal use), gasoline, generators, lumber, household furniture, extra propane tanks, combustible material, or other items or materials, is prohibited (other than what is related to camping, sleeping, and/or keeping warm and dry); (m) digging, excavation, terracing of soil, alteration of property or infrastructure, and/or damage to vegetation or trees is prohibited; and (n) except as expressly authorized by City's municipal code, all persons are prohibited from leaving personal property, including, without limitation, camp facilities and camp paraphernalia, unattended on any City property for more than 24 hours.

3. Fines, Enforcement. Any person who violates any provision of Section 2 will be subject to a fine in an amount not to exceed \$35.00. Notwithstanding the foregoing, if the same person commits a second violation of Section 2 within 180 days from the commission of a prior violation, provided the violator was convicted of the prior violation, the violator will be subject to a fine of no more than \$150.00. Each separate violation of Section 2 will be subject to a separate fine and each 48-hour period that a violation persists after initial citation will constitute a separate violation. The court is encouraged to order participation in drug and/or alcohol treatment programs, employment assistance programs, emergency shelter or housing assistance services, other social services, or community service in lieu of imposing a fine and/or imposing the maximum amount of a fine. Nothing herein will preclude City from pursuing any other remedy or remedies available at law and/or in equity including, without limitation, injunctive relief or restitution for property damage and restoration.

4. Campsite Removal – 195.500 – ORS 195.505.

4.1 Campsite Removal Policy. City recognizes the social nature of the problem of persons camping on City property. In accordance with ORS 195.500 – ORS 195.505, City has developed the campsite removal policy contained in this Section 4 to ensure the most humane treatment for the removal of persons from campsites on City property. Any City law and/or policy that offers greater protections to persons subject to removal from an established campsite supersedes contrary provisions of this Section 4.

4.2 Campsite Removal. Upon determination by enforcement personnel that a camp or camping in violation of this Ordinance has become an established campsite, or enforcement personnel determine a campsite otherwise in compliance with this Ordinance endangers the public health and safety, the campsite may be removed consistent with this Section 4. Upon a determination by enforcement personnel that a camp or camping in violation of this Ordinance is not an established campsite, the campsite may be removed without complying with the notice requirements under Section 4.3.

4.3 Notice Required. The following notice requirements apply to the removal and clearing of campsites: (a) notice is not required prior to removal and clearance of a campsite that is not an established campsite; and (b) at least 72 hours before removing individuals and personal property from an established campsite, law enforcement officials must post written notice, in English and Spanish, at all entrances to the campsite to the extent that the entrances can reasonably be identified. The written notice required under Section 4.3(b) must state or contain, at a minimum, the following: (x) where unclaimed personal property will be stored; (y) the telephone number that individual(s) may call to find out where personal property will be stored; or (z) if a permanent storage location has not yet been determined, the address and telephone number of an agency that will have the information when available. If a funeral service is scheduled with less than 72-hours' notice at a cemetery at which there is an established campsite, or a campsite is established at a cemetery less than 72 hours before the scheduled service, the written notice required under Section 4.3(b) may be posted at least 24 hours before removing persons from the campsite.

4.4 Exceptions to Notice Requirements. Notwithstanding anything contained in this Ordinance to the contrary, the 72-hour notice required under Section 4.3(b) will not be applicable (i.e., will not be required) under the following circumstances: (a) when there are grounds for law enforcement officials to reasonably believe that illegal activities other than camping are occurring at an established campsite; and/or (b) an exceptional emergency at an established campsite, including, without limitation, possible site contamination by hazardous materials, a public health emergency, and/or other immediate danger to human life or safety.

4.5 Local Agencies. When a 72-hour notice is posted under Section 4.3(b), law enforcement officials must inform the local agency that delivers social services to homeless individuals as to where the notice has been posted. The local agency may arrange for outreach workers to visit the campsite that is subject to the notice to assess the need for social service assistance in arranging shelter and other assistance.

4.6 Personal Property.

4.6.1 All personal property at a campsite that remains unclaimed after removal/clearing, whether notice is required under this policy or not, must be given to a (a) law enforcement official, (b) local agency that delivers social services to homeless individuals, (c) outreach worker, (d) local city/agency official, or (e) a person authorized to issue a citation for unlawful camping under state law, administrative rule, or city or county ordinance.

4.6.2 Unclaimed personal property must be stored in a facility located in the same community as the campsite from which it was removed. Items that have no apparent value or utility or are in an unsanitary condition may be immediately discarded upon removal of persons from the campsite. Weapons, controlled substances other than prescription medication, and items that appear to be either stolen or evidence of a crime must be given to or retained by law enforcement officials.

4.6.3 Unclaimed personal property removed from a campsite must be stored in an orderly fashion, keeping items that belong to an individual together to the extent that ownership can reasonably be determined. Unclaimed personal property will be stored in a manner in which it is possible to identify the date the property was removed and the location where the property was removed. Unclaimed personal property will be stored for a minimum of 30 days during which it must be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed after 30 days may be disposed of or donated to a corporation described in section 501(c)(3) of the Internal Revenue Code as amended and in effect on December 31, 2020.

4.7 Policy Evaluation. Following the removal of persons and/or personal property from a campsite on City property, law enforcement officials, local city/agency officials, and outreach workers may meet to assess the notice and removal policy, to discuss whether the removals are occurring in a humane and just manner and to determine if any changes to this policy are needed.

4.8 Prohibition on Citations in Limited Circumstances. A person authorized to issue a citation for unlawful camping under state law, administrative rule, and/or city or county ordinance may not issue the citation if the citation would be issued within 200 feet of a notice required under Section 4.3(b) and within two hours before or after the notice was posted.

5. City Manager Authority. The city manager may adopt administrative rules to implement any of the provisions of this Ordinance.

6. Preemption. If and to the extent any provisions of City's municipal code conflict with any provisions of this Ordinance, the provisions of this Ordinance will control and supersede the conflicting provisions contained in City's municipal code.

Exhibit B
Permitted Camping Area





RESOLUTION NO. 24-913-06

A RESOLUTION OF THE CITY OF JOHN DAY ADOPTING CERTAIN WATER AND SEWER SERVICE FEES EFFECTIVE JANUARY 22, 2025.

WHEREAS, City of John Day (“City”) has established certain fees and charges (individually and collectively, the “Fee(s)”) related to or concerning its provision of water and sewer service within and outside City’s incorporated limits; and

WHEREAS, based on a careful review and evaluation of City’s current Fees, City staff has determined it necessary to increase the Fees and/or assess additional Fees to recover (or attempt to recover) certain costs and expenses incurred by City in connection with its provision of water and sewer services to its customers; and

WHEREAS, the City is required to construct a new Wastewater facility; and

WHEREAS, Title 7, Chapter 5-9 A of the City’s Municipal Code (the “Code”) provides that City must set monthly sewer service charges by resolution; and

WHEREAS, Title 7, Chapter 4-6 A of the Code provides that City must set water base rate charges by resolution; and

WHEREAS, by adoption of this Resolution 24-913-06 (this “Resolution”), the City Council (the “Council”) adjusts and/or establishes the Fees.

NOW, THEREFORE, BE IT RESOLVED, by and through the Council meeting in regular session, the following:

1. Findings. The above-stated findings are hereby adopted.
2. Fee Schedule. The Council hereby establishes and adopts the water and sewer service-related fees and charges identified in attachments A and B (“Fee Schedules”). The fees and charges identified in the Fee Schedule are effective January 22, 2025. Effective January 22, 2025, the fees and charges identified in the Fee Schedule amend, replace, and supersede in all respects the fee and charge amounts previously established by City pursuant by Resolution.
3. Adjustments. Except as expressly provided otherwise by City ordinance, the Council may, from time to time, establish and/or adjust its water and/or sewer service fees, rates, and charges by resolution, including, without limitation, the Fee Schedule.
4. Miscellaneous. This Resolution (and the provisions contained herein) amend, replace, and supersede any resolution or order (or portion thereof) in conflict with this Resolution. The provisions of this Resolution are severable. If any section, subsection, sentence, clause and/or portion

of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity enforceability, and/or constitutionality of the remaining portion of this Resolution. The Council determines that the fees imposed by this Resolution are not taxes subject to the property tax limitations of Article XI, section 11 of the Oregon Constitution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors. This Resolution will be in full force and effect from and after its passage and adoption.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the City of John Day City Council this 17 day of December, 2024 by a vote of _____.

Sherry Rininger, Mayor

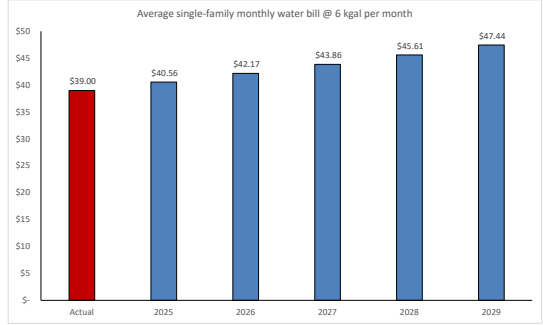
ATTEST:

Melissa Bethel, City Manger

ATTACHMENT A

Water Rate Forecast

Water Rate Component	Actual	Effective January 1				
		2025	2026	2027	2028	2029
Inside City:						
Monthly base rate - \$/Account and per Dwelling Unit (includes the first 4,000 gallons per month)	\$ 34.00	\$ 35.36	\$ 36.77	\$ 38.24	\$ 39.77	\$ 41.36
Monthly community development fee - \$/Account and Dwelling Unit	\$ 6.00	\$ 6.24	\$ 6.49	\$ 6.75	\$ 7.02	\$ 7.30
Volume charge - \$/gallon:						
4,001 to 20,000 gallons	\$ 0.00250	\$ 0.00260	\$ 0.00270	\$ 0.00281	\$ 0.00292	\$ 0.00304
20,001 and over	\$ 0.00310	\$ 0.00322	\$ 0.00335	\$ 0.00348	\$ 0.00362	\$ 0.00376
Outside City:						
Monthly base rate - \$/Account and per Dwelling Unit (includes the first 4,000 gallons per month)	\$ 68.00	\$ 70.72	\$ 73.54	\$ 76.48	\$ 79.54	\$ 82.72
Monthly community development fee - \$/Account and Dwelling Unit	\$ 6.00	\$ 6.24	\$ 6.49	\$ 6.75	\$ 7.02	\$ 7.30
Volume charge - \$/gallon:						
4,001 to 20,000 gallons	\$ 0.00500	\$ 0.00520	\$ 0.00540	\$ 0.00562	\$ 0.00584	\$ 0.00608
20,001 and over	\$ 0.00620	\$ 0.00644	\$ 0.00670	\$ 0.00696	\$ 0.00724	\$ 0.00752
Industrial (Bulk) rate for nondomestic use:						
1 to 20,000 gallons	\$ 0.00250	\$ 0.00260	\$ 0.00270	\$ 0.00281	\$ 0.00292	\$ 0.00304
20,001 and over	\$ 0.00310	\$ 0.00322	\$ 0.00335	\$ 0.00348	\$ 0.00362	\$ 0.00376
Tank and hydrant rate for metered water:						
Administration fee	\$ 5.00	\$ 5.20	\$ 5.41	\$ 5.63	\$ 5.86	\$ 6.09
Volume charge - \$/gallon:						
1 to 20,000 gallons	\$ 0.00250	\$ 0.00260	\$ 0.00270	\$ 0.00281	\$ 0.00292	\$ 0.00304
20,001 and over	\$ 0.00310	\$ 0.00322	\$ 0.00335	\$ 0.00348	\$ 0.00362	\$ 0.00376
Average single-family monthly water bill @ 6 kgal	\$ 39.00	\$ 40.56	\$ 42.17	\$ 43.86	\$ 45.61	\$ 47.44



Attachment B

Sewer Rate Forecast

	Current	Jan. 1, 2025	Forecast (January 1 by year)			
			2026	2027	2028	2029
I. Sewer Service Charges						
Sewer service charges will be as follows:						
A. Single-family units and multi-family units such as, but not limited to, Duplex, Triplex, Fourplex, Apartments, and Mobile Home Park have the following charges:	\$60.00	\$77.00	\$94.00	\$111.00	\$128.00	\$145.00
B. All other users, including commercial sewer users:						
1. Base rate (minimums):						
a. Service stations, garages, & tire shops	\$66.00	\$84.70	\$103.40	\$122.10	\$140.80	\$159.50
b. Hotels, motels, RV parks, laundries, food, meat, and dairy processing	\$76.50	\$98.17	\$119.85	\$141.53	\$163.20	\$184.87
c. All other - per unit	\$64.00	\$82.13	\$100.27	\$118.40	\$136.53	\$154.67
C. Schools:						
a. First 20 students based on enrollment counts in January and September of each year	\$60.00	\$77.00	\$94.00	\$111.00	\$128.00	\$145.00
b. Each 20 students thereafter based on enrollment counts in January and September of each year	\$60.00	\$77.00	\$94.00	\$111.00	\$128.00	\$145.00
c. June, July, and August minimum rate per month per school	\$64.00	\$82.13	\$100.27	\$118.40	\$136.53	\$154.67
D. Septage processing:						
1. Based on metered flow per gallon to approved City receiving facilities. Arrangements will be made with the City prior to any dumping into any portion of the City's wastewater collection system.	\$0.30	\$0.38	\$0.47	\$0.56	\$0.64	\$0.72
II. Sewer Connection Charges						
Connection charges will consist of the actual costs for labor, materials, rental charge for equipment and/or vehicles (including mileage at the current mileage rate per the Internal Revenue Service allowance for vehicle usage). The City will estimate the costs for connection due prior to the start of installation. Any excess deposit will be refunded; any additional actual costs will be paid forthwith.						
III. Outside City Rates and Charges						
Sewer rates for all service locations outside the City limits will be double the rates provided inside the City limits, except as otherwise provided for herein. Connection charges will be at actual cost. This is not to be construed as obligating the City to provide service outside the City; rather this sets the rates and charges that are applicable if feasible to connect a requester as determined by the City.						
IV. Canyon City Sewerage Services Agreement						
Pursuant to the terms of Amendment No.1 to the First Amended and Restated Intergovernmental Agreement for Sewerage Services, John Day and Canyon City agree to share the costs of labor, materials, and capital expenditures related to the annual operation, maintenance and improvements of the Sewage Treatment Plant and Sewage Works, which costs include but are not limited to sludge disposal system, and related treatment facilities from Point of Delivery to the Sewage Treatment Plant and Sewage Works. To accomplish this, the parties will incur the following charges, fees and responsibilities:						
1. MONTHLY FEE. Canyon City will pay a monthly fee to John Day on the 15th day of each month for its proportionate share of operation and maintenance costs and improvement costs associated with the Sewage Treatment Plant. Said fee will be based on a fixed monthly payment throughout the calendar year. Cost allocation for the operation, maintenance and improvement of the Sewage Treatment Plant from the Point of Delivery to the Sewage Treatment Plant will be at the sole discretion of the City of John Day.	\$6,395.00	\$8,206.87	\$10,019.15	\$11,830.83	\$13,642.78	\$15,454.52
V. Grant County Intergovernmental Agreement (Grant County Road Department)						
In exchange for the completion of the bowling alley lift station upgrade, the City by resolution will establish for the County at the time of completion of required work, one monthly sewer user rate for one service line connection to the City sewer main line installed herein by the County at the rate of \$28 per month until July 31, 2041. After July 31, 2041 at said location, the County will pay the City's monthly rate for sewer use; if still outside the City at the time.						

RESOLUTION NO. 24-914-07

A RESOLUTION AUTHORIZING CLARK'S DISPOSAL, INC., AN OREGON CORPORATION, TO INCREASE ITS SERVICE RATES UNDER THE SOLID WASTE MANAGEMENT ORDINANCE, ORDINANCE NO. 11-149-02.

WHEREAS, Clark's Disposal, Inc. ("Franchisee"), an Oregon corporation, and City of John Day ("City"), an Oregon municipal corporation, have entered into a certain solid waste franchise agreement commonly known as the Solid Waste Management Ordinance, Ordinance No. 11-149-02 (the "Franchise Agreement"), dated effective May 24, 2011. The Franchise Agreement was codified under John Day Municipal Code (the "Code") Title 8, Chapter 3; and

WHEREAS, Code Section 8-3-4 provides Franchisee the opportunity adjust Franchisee's service rates annually, subject to the review and approval of City's city council (the "Council"). Pursuant to Code Section 8-3-4C., the Council will memorialize approval of Franchisee's service rates through Council resolution; and

WHEREAS, Code Section 8-3-4A provides, in pertinent part, that Franchisee must request any proposed service rate changes no later than September 1st of the calendar year immediately preceding the calendar year in which the proposed service rates will take effect; and

WHEREAS, on December 9, 2024, Franchisee provided City its proposed service rate adjustments for the calendar year commencing January 1, 2025, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, by and through the council meeting in regular session, the following:

1. Findings. The above-stated findings contained in this Resolution No. 24-914-07 (this "Resolution") are hereby adopted.
2. Rate Increase. In accordance with Code Section 8-3-4C, commencing on January 1, 2025, Franchisee will charge its customers no more than those service rates identified in the attached Exhibit B. Effective January 1, 2025, the service rates identified in the attached Exhibit B amend, replace, and supersede in all respects those service rates in effect as of December 31, 2024 (Exhibit B will constitute the "rate schedule" for purposes of the Franchise Agreement effective as of January 1, 2025). Franchisee will immediately provide its customers written notice of the service rate increases identified in Exhibit B.
3. Rate Adjustments. Pursuant to Code Section 8-3-4A, Franchisee must submit proposed service rate adjustments or modifications on or before September 1st of the year immediately preceding the calendar year in which the rates will be effective. City received written notice of Franchisee's proposed service rate adjustments on December 9, 2024. Franchisee acknowledges and agrees that any further service rate adjustments and/or modifications must be requested and implemented subject to and in accordance with the Franchise Agreement, including, without limitation, the advance notice requirements contained in Code Section 8-3-4A.
3. Franchisee Acceptance. Within ten (10) days after City's passage of this Resolution, Franchisee will file with City the written acceptance attached hereto as Exhibit C (the "Acceptance"). If Franchisee fails to timely file the Acceptance with City, this Resolution (and rates approved herein) will be null and void and repealed by City in all respects without further act of the Council.
4. Miscellaneous. This Resolution is hereby made part of the Franchise Agreement (and Code Title 8, Chapter 3). The provisions of the Franchise Agreement (and Code Title 8, Chapter 3) that are not amended or modified by this Resolution remain unchanged and in full force and effect. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution.

PASSED AND ADOPTED by the City Council of the City of John Day and signed by the council president this 17th day of December, 2024.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Sherrie Ringer, Council President

ATTEST:

Melissa Bethel, City Manager

Exhibit A
Proposed Rate Adjustment

[attached]

Clarks Disposal Inc.
355 Patterson Bridge Rd.
John Day, OR 97845

RECEIVED
DEC 09 2024
CITY OF JOHN DAY

The Honorable City Council Members of John Day
450 E Main St.
John Day, OR 97845

RE: Fuel surcharge

Dear Councilors:

Clarks Disposal is requesting that the current fuel surcharge percentage be removed, and the current rates and prices be adopted into the permanent rate structure under section 4 in the current franchise agreement. Please see the attached rate table.

The last official rate increase request was in the final quarter of 2019.

Thank you for the continued opportunity to provide trash collection for the City of John Day.

Respectfully,

Farrell Clark
Clarks Disposal

Clark's Disposal Inc
Franchisee's Service Rates

RECEIVED
DEC 09 2024
CITY OF JOHN DAY

Once a Week Service

1-35gal roll cart	\$19.14
1-65gal roll cart	\$31.93
1-95gal roll cart	\$46.44

Once a Week Service

1yd Container	\$81.27
1 1/2yd Container	\$113.20
2yd Container	\$145.15

Exhibit B
Rate Schedule

Franchisee will not charge more than the following identified rates and fees for its provision of the services under Title 8, Chapter 3 of the Code:

Once a Week Service

1. 1-35 gallon roll cart – \$19.14 per month
2. 1-65 gallon roll cart – \$31.93 per month
3. 1-95 gallon roll cart – \$46.44 per month
4. 1 yard container – \$81.27 per month
5. 1 ½ yard container – \$113.20 per month
6. 2 yard container – \$145.15 per month

The above-identified service rates do not include any fuel surcharge. Franchisee will not impose any fuel surcharges (and/or any other fees) without first obtaining City's approval subject to and in accordance with the Franchise Agreement (and Code Title 8, Chapter 3).

Exhibit C
Acceptance

The forgoing Resolution No. 24-914-07 adopted by City of John Day on December 17, 2024, consisting of five pages (which includes this Exhibit A), is approved and accepted by Clark's Disposal, Inc., an Oregon corporation, in all respects.

Clark's Disposal, Inc.,
an Oregon corporation

By: Farrell D. Clark, President

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Intergovernmental Agreement for Law Enforcement Services (this "Agreement") is dated October ____, 2024, but made effective for all purposes as of _____ (the "Effective Date"), and is entered into between Grant County, a political subdivision of the State of Oregon ("County"), whose address is 205 South Humboldt Street, Canyon City, Oregon 97820, and City of John Day ("City"), an Oregon municipal corporation, whose address is 450 East Main Street, John Day, Oregon 97854.

RECITALS:

A. County has a sheriff's office equipped to provide law enforcement services for Grant County. City is without a police department to provide police services for City. City desires to enter into this Agreement with County pursuant to which County, through Sheriff's Office, will provide certain police services for and on behalf of City.

B. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

Unless defined elsewhere in this Agreement, terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Law Enforcement Services.

2.1 Grant County Law Enforcement Services. During the term of this Agreement, County, through Sheriff's Office, will provide City those law enforcement services customarily provided by a municipal police department, including, without limitation, the following (collectively, the "Services"): (a) patrol by car and on foot; (b) enforcement of criminal laws (including, without limitation, the power and authority to cite violations and make arrests under the authority of applicable local, state, and/or federal criminal laws); (c) enforcement of City's municipal code and duly enacted City ordinances; (d) enforcement of the Oregon Vehicle Code; (e) promotion of public safety; and (f) all other law enforcement services customarily provided by the Sheriff's Office which are requested by City from time to time. In connection with the performance of the Services, Deputies will wear appropriate Sheriff's Office uniforms and will operate County patrol cars. County will assign the Services only to Deputies.

2.2 Schedule of Services. County will provide the Services _____ [to discuss expectations]. The times and hours Deputies provide the Services within City will remain flexible so that assigned Deputies will be available to meet City's needs. City and County will communicate on a regular basis to identify and/or modify City's peak periods. Subject to the terms and conditions contained in this Agreement, City acknowledges and agrees to the following: (a) Sheriff's Office primary responsibility is to provide law enforcement services for all of Grant County; (b) Sheriff's Office response to minor crimes and complaints will be dependent on available manpower and other resources; (c) the time periods during which Sheriff's Office will provide the Services will remain flexible during the term of this Agreement; and (d) any established time periods will take into consideration, among other things, Sheriff's Office personnel, equipment, financial resources, and the possibility of unnecessarily creating risk or danger to Grant County's citizens, Deputies, employees, and/or equipment. Sheriff's

Office will regularly communicate and coordinate with City concerning the time periods during which City desires to have County perform the Services.

2.3 Authority; Control. City vests in Sheriff's Office full power and authority to perform the Services, including, without limitation, the power and authority to cite violations and make arrests under the authority of any local, state, and/or federal laws, City's municipal code, and all duly enacted City municipal ordinances. Deputies patrolling or responding to an incident in City will be responsible for the direction and control of the incident. County will perform the Services in material conformance with the standards and practices generally accepted within the Oregon policing profession.

2.4 Reports; Records; Fines. Sheriff's Office will complete all customary reports and documents in connection with Sheriff's Office provision of the Services. Sheriff's Office is responsible for submitting all necessary or appropriate reports and documents to City, the Grant County District Attorney's Office, and all other appropriate governing jurisdictions or agencies. To the fullest extent permitted by applicable law, fines, penalties, fees, and/or revenues generated in connection with County's performance of the Services, including, without limitation, enforcement of City's municipal code and ordinances, will be payable to City. If applicable law requires that certain fines, penalties, fees, and/or revenues generated in connection with County's performance of the Services be payable to a unit of government other than City (e.g., State of Oregon or County), such fines, penalties, fees, or revenues will be payable to such unit of government to the extent required under applicable law.

2.5 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of County's performance of the Services, City will pay County a fixed fee of \$8,333.00 per month. On or about the tenth (10th) day of each month, County will submit monthly invoices to City concerning the Services performed by County during the immediately preceding month (each an "Invoice"). Each Invoice will contain (a) the date(s) the Services were performed, and (b) the number of hours (or fraction thereof) spent to perform the Services. If requested by City, an Invoice will also contain (x) a summary of the Services performed by County, (y) a report of arrests, incidents, and violations, and (z) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City's receipt of the Invoice. Notwithstanding anything contained in this Agreement to the contrary, the total amount payable by City for County's performance of the Services will not exceed \$100,000.00 per fiscal year (July 1 – June 30), pro-rated as necessary, without the parties' prior written agreement.

2.6 No Benefits; Reimbursement. City will not provide any benefits to County personnel (which includes, without limitation, Deputies). County will be solely responsible for obtaining County's own benefits and providing such benefits to County's personnel, including, without limitation, insurance, medical reimbursement, and retirement plans. Towing charges, ambulance services, court fees, and similar costs and expenses incurred by County in connection with the performance of the Services will be reimbursed by City within thirty (30) days after County submits an invoice and supporting documentation for such expenses to City.

2.7 Vehicles. County will provide Deputies assigned to City a fully-equipped patrol vehicle for use to provide the Services. County will pay and provide all maintenance, repair, and insurance for the vehicles; City will have no reimbursement obligation.

3. Relationship; Personnel Matters.

3.1 Independent Contractor. County is an independent contractor of City. County personnel are not employees of City. County will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not establish a joint venture or partnership between City and County. County has the authority to hire other persons to assist County in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses; Workers' Compensation. City will not withhold any taxes from any payments made to County. County will be solely responsible for paying all taxes arising out of or resulting from County's

performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes for the Deputies. County will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. Each party will obtain and maintain workers' compensation insurance covering the party's employees in form and amount sufficient to satisfy the requirements of applicable Oregon law.

3.3 Personnel Matters. All personnel matters concerning Sheriff's Office and its personnel, including, without limitation, compensation, benefits, standards of service, discipline, performance of duties, working hours, termination, and employment, are within County's sole discretion. Deputies and other personnel of Sheriff's Office are not entitled to any benefits which accrue to employees of City, including, without limitation, unemployment benefits, contributions to the Public Employees Retirement System, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance.

4. Insurance; Indemnification.

4.1 Insurance. Each party will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by an eastern Oregon municipality. Without otherwise limiting the immediately preceding sentence, County will obtain and maintain liability insurance concerning those risks to which Sheriff's Office is normally exposed.

4.2 Grant County - Indemnification. Subject to the terms and conditions contained in this Agreement, to the fullest extent permitted by law, County will defend, indemnify, and hold City and its current and future officers, employees, agents, and representatives harmless for, from, and against all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, attorney fees and costs, arising out of or related to the following: (a) County and/or its officers, employees, agents, and/or representatives performance of any Services under this Agreement (including, without limitation, the Deputies); and/or (b) County's breach and/or failure to perform any County representation, warranty, obligation, and/or covenant contained in this Agreement. County's indemnification obligations provided under this Section 4.2 will survive the termination of this Agreement.

4.3 City - Indemnification. Subject to the terms and conditions contained in this Agreement, to the fullest extent permitted by law, City will defend, indemnify, and hold County and County's current and future officers, employees, agents, and representatives harmless for, from, and against all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, attorney fees and costs, arising out of or related to City's breach and/or failure to perform any City representation, warranty, obligation, and/or covenant contained in this Agreement. City's indemnification obligations provided under this Section 4.3 will survive the termination of this Agreement.

5. Term; Termination.

5.1 Initial Term; Extensions. Subject to the terms and conditions contained in this Agreement, the term of this Agreement will commence on the Effective Date and will continue until _____, 2027 (the "Initial Term"). This Agreement will automatically renew for one or more terms of one year each unless sooner terminated in accordance with this Agreement. Commencing on or about _____, 2024, and continuing on or about the same day of each year thereafter during the term of this Agreement, County and City will review this Agreement to determine whether any changes or modifications to this Agreement are necessary or appropriate, including, without limitation, any changes to the compensation payable by City under Section 2.5. Any changes or modifications to this Agreement require the parties' mutual written agreement.

5.2 Mutual Termination; No Cause and For Cause Termination. This Agreement may be terminated at any time by the mutual written agreement of City and County. This Agreement may be terminated by either party for any reason or no reason by providing the other party ninety (90) days' prior written notice; provided, however, neither party may terminate (unilaterally) this Agreement during the Initial Term unless such termination

is for cause under this Section 5.2. Either party may terminate this Agreement (for cause) immediately upon notice to the other party upon the occurrence of any of the following events: (a) continuous and repeated problems occur in connection with the other party's performance of its obligations under this Agreement; and/or (b) the other party breaches and/or otherwise fails to perform such other party's representations, warranties, covenants, and/or obligations contained in this Agreement.

5.3 Prior Notice of Default. Prior to any party's termination of this Agreement for cause under Section 5.2, the non-defaulting party will provide the alleged defaulting party prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Agreement if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Notwithstanding anything contained in this Agreement to the contrary, (a) a non-defaulting party is not required to provide, and the alleged defaulting party is not entitled to receive, a Default Notice upon the alleged defaulting party's commitment of a default under this Agreement for which the alleged defaulting party has previously received a Default Notice within the immediately preceding twelve (12) months (commencing from the date of the previous default), and (b) no Default Notice is required to be provided by County if City fails to timely pay the compensation required under Section 2.5. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, or causes of action the non-defaulting party may have against the defaulting party.

6. Miscellaneous.

6.1 Coordination. Sheriff will administer this Agreement on behalf of County. Mayor will administer this Agreement on behalf of City. Sheriff and Mayor are designated to act as coordinating agents on behalf of Grant County and City, respectively. Sheriff and Mayor will maintain adequate levels of communication to ensure maximum cooperation between County and City and will exercise their best efforts to meet quarterly. County and City will make a good faith effort to confer and coordinate with each other concerning the police service needs of City. On or about the first year anniversary of the Effective Date, and continuing on or about the same day each year thereafter during the term of this Agreement, City and County will review and evaluate this Agreement (including the Services provided hereunder) and discuss whether the compensation payable by City under Section 2.5 of this Agreement requires adjustment; provided, however, any amendments to this Agreement or adjustments to compensation will not be effective unless and until a written amendment to this Agreement is signed by the parties.

6.2 Expenses; Notices. Subject to the terms and conditions contained in this Agreement (including, without limitation, Sections 2.5 and 2.6), each party will pay all wages and benefits due such party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. Subject to Sections 2.5 and 2.6, County will pay for all equipment maintenance, repairs, and replacement costs regardless of whether the equipment is damaged in connection with providing the Services. Each party will pay be responsible to pay their own legal fees in the preparation of this Agreement. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

6.3 Severability; Remedies. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. If a party breaches or

otherwise fails to perform any of its representations, warranties, covenants, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6.4 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by County and City. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements.

6.5 Assignment; Binding Effect. Neither party may assign any of the party's rights or obligations under this Agreement to any person without the prior written consent of the other party. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party. The parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to secure their rights hereunder and to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

6.6 Applicable Law; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

6.7 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts.

6.8 Legal Representation. Each party has thoroughly reviewed this Agreement with its own legal counsel. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

County:
Grant County,
a political subdivision of the State of Oregon

City:
City of John Day,
an Oregon municipal corporation

By: _____

By: _____

Dated: _____

Dated: _____

DRAFT

Appendix A
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“City” has the meaning assigned to such term in the preamble.

“County” has the meaning assigned to such term in the preamble.

“Cure Period” has the meaning assigned to such term under Section 5.3.

“Default Notice” has the meaning assigned to such term under Section 5.3

“Deputy” or “Deputies” means (a) Grant County Sheriff’s deputies that have successfully completed training with the Oregon Department of Public Safety Standards and Training, and (b) Grant County reserve deputies that have (i) successfully completed field training through Sheriff’s Office, and (ii) received approval to patrol by Sheriff.

“Effective Date” has the meaning assigned to such term in Section 5.1.

“Initial Term” has the meaning assigned to such term under Section 5.1.

“Invoice” has the meaning assigned to such term under Section 2.5.

“Mayor” means the then appointed mayor of City or his or her designee.

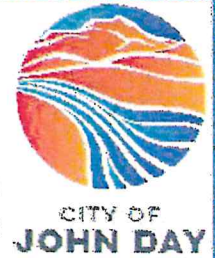
“Services” has the meaning assigned to such term under Section 2.1.

“Sheriff” means the then acting Sheriff of Grant County or his or her designee.

“Sheriff’s Office” means the Grant County Sheriff’s Department.

Community Grant Application

1450 E. Main Street- John Day, Or 97845 | ph. (541) 575-0028 | www.CityofJohnDay.com



The City of John Day may provide community assistance grants to non-profits entities and organizations that serve the John Day community. Community entities and organizations that serve John Day will need to meet at least one of the following criteria to be eligible for a grant and provide the necessary documentation:

- Provides assistance for essential utilities, food, medical needs, clothing or shelter.
- Provides educational or recreational opportunities for children or seniors.
- Provides a specific service which betters the community.
- Generates/supports economic activity in John Day.

In evaluating requests, the City will consider the following criteria:

- The requesting organization's history of success.
- The organizational and financial stability of the requesting organization.
- The number and types of community members served by the request.
- The ability to measure and track the effectiveness of the project or service.
- Grant funds will not be used for travel, budget deficits or for routine operating expenses.

RECEIVED
DEC 09 2024
CITY OF JOHN DAY

First, please designate whether this grant will be used to generate or support Tourism. If yes, see pg. 3 for additional steps/information required. We also require a budget sheet for either type of grant submission, see pg. 2.

Tourism Grant TRT Fund

Standard Community Grant Submission

Please type or print clearly:

1. Organization: Timber Trucker Light Parade
2. Non-Profit ID #: 26-1489265 (unincorporated Assoc.)
3. Mailing Address: 624 NW BRIDGE ST. John Day
4. Telephone No.: 541-620-4032
5. Email: LSLind8@aol.com
6. Contact Person: Leslie TRAYLOR
7. Requested Amount: \$100⁰⁰
8. Project/Use for Funds: Operating funds for parade
9. Attach a letter explaining how the funds will be used, how the criteria will be met, and any other information relevant to the request.

Return completed applications and letters to:

City of John Day
Attn: City Manager
450 E. Main Street
John Day, OR 97845

Date Received: _____

Approved ___ Denied ___ Date _____

Amount _____



CITY OF
JOHN DAY

2023

Budget Spreadsheet

Name of Event:

Timber Truckers Sight Parade

Income	Estimated	Actual
Event Proceeds (entry fees, ticket sales, etc.)		
Drivers fees	240.00	00
TOTALS	240	00

Expenses	Estimated	Actual
Site/Decorations (equipment, balloons, food, etc.)		
Cinnamon Rolls		364.00
Elks - Chilli		280.00
Drivers gifts		305.00
Cardinals - drinks		
1/2 discount		80.38
stamp, envelopes		137.00
ink/paper		26.00
TOTALS		1192

Extra Sales (auction, raffle, misc. sales)	Estimated	Actual
TOTALS		

Other Expenses	Estimated	Actual
Insurance		271.00
RSDY - Cids		180.00
Blue Mt Eagle - Ad		130.00
Hutch - Posters, etc		145.00
Drivers prizes purchase		1856.00
Cash for poster Cash prizes		2300.00
TOTALS		4882

Sponsorships	Estimated	Actual
TR Tax grant	1500	00
TOTALS	1500	00

Donations	Estimated	Actual
Cash only		
Cash donations on Poster		4300
Cash - used to purchase prizes		1500
TOTALS		3800

Overall Budget	Estimated	Actual
Income	5540	00
Expenses	4882	00
Net Profit (Loss)	658	00 +

Carryover from 2022 1813.96

2024 start-up. 2471.96

5540

CITY OF JOHN DAY TOURISM GRANT FUNDING CRITERIA

1. Demonstrate how the proposed tourism-related project, event or activity will be focused on tourists (as defined under ORS 320.300(10)).

2. Demonstrate how the organization will use TRT funds for one or more of the following purposes: (i) advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists; (ii) conducting strategic planning and research necessary to stimulate future tourism development; (iii) marketing special events and festivals designed to attract tourists; (iv) operating a tourism promotion agency (as defined under ORS 320.300(8)); and/or (v) developing, constructing or operating a tourism-related facility (as defined under ORS 320.300(9)).

3. Demonstrate how the proposed tourism-related project, event or activity will promote local tourism and describe the beneficial results for the City of John Day, including, but not limited to, any or all of the elements: (i) increase in tourist dollars spent in the City of John Day; (ii) increase in overnight stays in hotels, motels, RV parks, inns, Bed and Breakfast establishments and other accommodations subject to the transient room tax and located within the City of John Day; (iii) increase in tourist visits to business establishments within the City of John Day; (iv) increase in publicity about the City of John Day as a tourist destination; and (v) other primary or secondary benefits of increased tourism in the City of John Day or the surrounding local area.

4. Demonstrate how the applicant organization does or plans to comply with all applicable local, state and federal laws, ordinances and regulations relating to the organization and their proposed project, event, or tourism activities.

CITY OF JOHN DAY TOURISM / COMMUNITY GRANT APPLICATION INFORMATION

Tourism / Community Grant Applications may be submitted to the City of John Day by any non-profit organization at any time throughout the year. Funds will be allocated by approval of the City Council and as available.

The John Day City Council will review all applications, schedule proposal presentations, and conduct site visits, as appropriate. The City Council will then discuss the various proposals and based on budgetary restrictions fund the projects it deems most advantageous to the city as a whole.

2023 TIMBER TRUCKER PARADE MERCHANTS/INDIVIDUALS

Bank of Eastern Oregon

Gardner Enterprises

O'Rorke Family

Whiskey Gulch Gang

Bennie Santos (Dairy Queen)

Huffman's Market

Old West Federal Credit Union

Pioneer Feed

Jerome Natural Resources

1st Choice Auto/Body

Hutch's Printing

Tidewater Contractors

Michael DesJardin Dentistry

John Day Video Shoppe

Blue Mt Chiropractic

Murray's Furniture of Hood River

Rudio Mt Land & Timber, LLC , Hood River

Snaffle Bit Dinner House

RECEIVED

DEC 09 2024

CITY OF JOHN DAY

Greg & Melody Jackson

Ty's Mobile Welding

Iron Triangle Logging

Timbers Bistro

Blue Mt Hospital

JD Rents & Power Equip

Bar W B

Dakom Logging

Oregon Telephone Corp

Bare Bones Bar & Bowling

Gibco Ag & Industrial

Ugly Truth Bar & Grill

Len's Drug

Frontier Point S

Frontier Equipment

Front & Center Salon

KJDY

Land Title Co of Grant Co

Prairie Wood Products

& Co-gen

True Value Hardware

State Farm Insurance

Les Schwab Tire Center

Ed Staub & Sons

Chester's Thriftway

Brett Morris Forestry

H & R Block

The John Day Elks Lodge

Better Blooms & Gardens

Grant Co Chamber of Commerce

Russell's Custom Meats

Eastern Oregon Realty

Solutions CPAs

Parade announcer, Mark Bagett

Ace Hardware

1188 Brewing Co

A Flower Shop 'N More

Oregon Trail Electric Co-op

Blue Mt Eagle

John Day Auto Parts

Town of Canyon City

DR Johnson Family

Rude Logging

Mill's Building Supply

Outpost Restaurant

Dinner MC, Bill Thomas

2024 Fair Court, Queen Lavinia Kizer and Princess Dalli Jordan (great helpers at the awards dinner)



CITY OF JOHN DAY

REQUEST FOR PROPOSAL CITY ENGINEER OF RECORD

I. GENERAL INFORMATION

A. INTRODUCTION

The City of John Day (City) is soliciting for an Engineer of Record (City Engineers) to provide engineering services as independent contractors to the City. Services typically conducted by the City Engineers include but are not necessarily limited to the items listed in Article I.D of this RFP. Services may include supervising work produced by City which is subject to ORS 672. Work shall be provided to City on an as-needed basis, and authorized by City task orders, which will be assigned based upon awardees' availability, qualifications, specializations, and where appropriate, price.

As a rough estimate, contract Engineers are anticipated to average 15-25 hours per month in service to the City of John Day. City Engineers would be expected to provide "on-demand" engineering services at direction of City. Proposers shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS). The City will consider proposals from engineering firms as well as individual engineers.

B. BACKGROUND

John Day, Oregon, population 1704, is located at the intersection of US Routes 26 and 395. John Day is a charming town in a beautiful location. The City is interested in professionals with experience serving small governmental entities and comparable.

The City Council consists of the Mayor and six council members. The Planning Commission is comprised of seven members. The selected consultant will work under the direction of the City Manager or their designee and City Council.

Through the Public Works Department, the City owns and operates utility systems and infrastructure that serve the residents including the water and wastewater system. The Public Works Department also provides operation and maintenance for City Parks, Streets, Stormwater and general City-owned building maintenance.

The City owns and operates the following public facilities:
REQUEST FOR PROPOSAL (City Engineers)

- A. 4 Water wells, 6 storage reservoirs, and distribution system (over 20 miles of pipe)
- B. Wastewater collection system (over 17 miles of gravity/ 2 miles pressure pipe), 3 lift stations. 375 manholes and multiple cleanouts.
- C. Wastewater treatment plant. (New plant in progress)
- D. Storm water collection and disposal system (most routed to John Day river and Canyon Creek.
- E. Transportation system (14 centerline miles).
- F. Parks system (3 parks)

C. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|-----------------------------------|---|
| • RFP Advertised | Week of January 1, 2025 |
| • Proposal Due Date | February 28, 2025 |
| • Staff recommendation to Council | March 11, 2025 |
| • Commencement of Contract | Upon approval and execution of contract |

D. SCOPE OF SERVICES

The following statement of work describes the on-going services that the proposers may be asked to provide to the City of John Day. These services will be assigned on an as-needed basis, via individual task orders in the form attached as Exhibit B to the Contract (attached as Addendum A). The City will compensate Engineers of Record for general engineering services based on standard hourly rates and a fee schedule. During the course of any task order, an Engineer of Record is expected to be available on a daily basis for consultation.

Proposers need not be able to provide all listed services, but should identify particular areas of expertise in responsive proposals. The scope of services for the Engineers of Record may include, but is not limited, to the following.

- Assist with budgeting, planning, and rate analysis.
- Review and comment on land use and building applications.
- Review preliminary engineering design drawings and design calculations for general conformance with state, county, and city requirements and sound engineering practices.
- Present technical information to City Council and Planning Commission, any other City Council board or committee, as needed.
- Suggest and comment on engineering related issues, ordinance modifications and public works design standards and construction specification modifications.
- Assist with GPS/GIS data gathering and information compilation relating to existing infrastructure.

- Work with City staff to review or complete federal, state or county permits, applications, or agency notification.
- Work with City staff, organizations and funding agencies to help develop competitive and complete grant applications or funding proposals.
- Act as the City's representative with other state, federal or local governmental agencies.
- Serve as the City's representative during the review, plan approval, construction management, and project closeout phases of any development or planning project prepared by other engineers and submitted to the City for approval. This includes land development projects such as subdivisions or site-specific developments.
- Review final submitted construction plans prepared by other professionals and, after acceptance, stamp and sign the drawings as "Approved for Construction" by the CITY ENGINEER.
- Attend pre-application, construction, Planning Commission, City Council or other meetings as requested by the City.
- Provide detailed design and construction specifications for successful bidding and construction coordination of city infrastructure improvement and maintenance projects.
- Provide procurement documents, conduct solicitations, assist with offer evaluations, and oversee award procedures in conformance with federal, state and local public contracting laws and procedures, as applicable.
- Provide project construction observations of public improvements installed as part of private development projects. Verify general conformance with city approved construction plans and specifications.
- Provide project management, engineering design, and construction observation for City public works construction projects.
- Perform final construction observations and punch lists for completion of private developments and for City of John Day project sites, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period.
- Perform engineering work pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of ways, easements, code enforcement, and matters relating to special assessments and public utilities.
- Prepare utility master plans and feasibility studies as requested.
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by the City, in a timely and accurate manner.
- Perform special projects, as requested by the City.
- For special projects, the Engineers of Record shall provide a work order upon written

request from the City. The work order shall include a detailed proposal and scope of work, schedule and cost proposal. Special projects may include, but are not limited to: design of City owned public works facilities including streets, water, sewer, stormwater and City owned parks and buildings.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide four hard copies plus one electronic version (.pdf format) of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of John Day Engineer of Record Proposal".

Proposals shall be submitted by 5:00 p.m. on February 28, 2025 to:

Melissa Bethel
City of John Day
450 E Main Street
John Day, Oregon 97845

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City of John Day assumes no responsibility for delayed or undelivered mail or express packages.

Proposals which are not delivered by the above specified time and date will not be considered.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Name: Melissa Bethel
Title: City Manager
City of John Day
450 E. Main Street
John Day, Oregon 97845
Telephone: (541) 575-0028 ex
4224
Email: bethelm@grantcounty-or.gov

C. RESERVATION OF RIGHTS

The City reserves the right to:

- 1) seek clarifications of each proposal;
- 2) negotiate a final contract that is in the best interest of the City and the public;

- 3) reject any or all proposals;
- 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion;
- 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP;
- 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and
- 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

D. PROTESTS

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-048-0240.

E. PROPOSAL CONTENTS

A. Proposal Contents.

Proposals shall be limited to no more than 15 single sided pages, not including covers, divider pages, or resumes. Proposals should be prepared in generally the following format and shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:
 - Name and qualifications of the individual(s) who will serve as the City Engineer.
 - The names of professional persons who will assist the City Engineer in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and comparable.
 - Specifically address proposer's familiarity with laws and regulations governing public water, wastewater, stormwater, and transportation systems, including operations, construction and maintenance of the City's current systems.
- Description of proposer's expertise in the following areas:
 - Civil, Structural, Electrical, Mechanical and Transportation Engineering;
 - Surveying, includes writing legal descriptions, making exhibits, knowledge of ORS, performing peer reviews on fellow surveyor's plats, and ability to complete LOMA applications;
 - Wetland, Hillside Development, and Floodplain Permitting;
 - Water distribution system, including pump stations, wells and water storage;
 - Municipal ground/surface water rights acquisition and maintenance;
 - Wastewater Pump stations and gravity collection systems;
 - WPCF and NPDES permit regulations and compliance;
 - Road maintenance techniques and applications;

- Oregon land use law/planning and development related infrastructure issues;
- Public improvement contracting and administration;
- Contract law and intergovernmental agreements;
- Public Utility billing operations and maintenance;
- Public finance and infrastructure financing;
- Knowledge of System Development Charges, methodology including reimbursement;
- Sequencing batch-reactor / activated sludge treatment plant.
- Explanation of proposer’s workload capacity, availability, and level of experience commensurate with the level of service required by the City.
- Explanation of proposer’s facilities and availability of support staff.
- Proof of Insurance of \$2 million professional liability insurance and \$2 million per occurrence comprehensive general liability insurance.
- Proof of Insurance of \$1 million combined single limit auto liability insurance.
- Proof of Insurance of \$1 million Workers Compensation Insurance or exemption.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided. References from government clients of larger size can be accepted if similar size is not available. (For all references, please include names, phone numbers, and description of work performed.)
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- Confirmation that the proposer is a civil engineer licensed to work in the State of Oregon.

B. Pricing Information:

A Proposer shall provide pricing policies, rates and other cost information (collectively, Price Information) for all personnel who will be doing work for the City. Price Information shall be submitted as part of a proposal. Proposers should refer to Section III.B for information on Price Information and associated evaluation procedures.

F. PUBLIC RECORDS

All proposals submitted are the property of the City of John Day, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City has awarded and executed an Engineer of Record Contract. Thereafter, except for information marked “Proprietary”, all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked “Proprietary” to the extent permitted under the Oregon Public Records law.

G. COSTS

Proposers responding to this RFP do so solely at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A Civil Engineer licensed to work in the State of Oregon.
- Ability to provide the engineering work needed by the City to the standards required by the City, County and State.
- Has the financial resources for the performance of the desired engineer services, or the ability to obtain such resources.
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Engineering Service Contract.
- Familiarity with the City of John Day or similar sized Cities in the region.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	<u>Maximum Points</u>
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	(50)
2) Qualifications and experience of the staff assigned by proposer to perform these services.	(40)
3) Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies.	(30)
4) Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.	(40)
5) Familiarity with the City and City locale.	(25)
6) Availability and capability to perform the engineering services described in this RFP on an ongoing basis.	(45)
7) References.	(25)

8) Pricing Information. (45)

Maximum Total Points **300**

C. CONTRACT

The City desires to enter into a professional services agreement with chosen awardee, whether or not the services are specifically outlined in this RFP.

It is anticipated that the City of John Day will enter into a three (3) year agreement, which thereafter may be extended upon written consent of both parties for up to two (2) additional three (3) year terms. This contract shall have a maximum amount payable to the Consultant for Engineering Services required under the Contract of \$500,000. Any request for payment over \$500,000 in the lifetime of this contract shall require written approval of extension of the contract in accordance with OAR 137-048-0300.

The agreement requires that awardee will comply with all applicable federal and state laws, rules and regulations.

**The City of John Day is an Equal Opportunity/Affirmative
Action Employer
Women, Minorities and Disabled Persons
are encouraged to apply**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR
REVOKED WITHOUT NOTICE.

John Day Sewer & Oregon Pine Improvements December 2024 Progress Report for City Council

John Day’s Sewer Improvements Project and the Oregon Pine Companion Projects have six primary tracks that are the focus of our efforts:

1. Section 7/Environmental Compliance
2. USDA and Other Funding Applications
3. DEQ Permitting Compliance
4. Preliminary Site Preparation for Companion Projects
5. Engineering Design and Package Plant Procurement
6. Community Engagement and Outreach

This memo provides a progress summary for all six tracks over September – December 2024. Our top priority currently is Task 5) Engineering Design.

High Notes:

- Task 1: USDA adopted the environmental findings.
- Task 2: Discussion on USDA-WEP vs. CWSRF funding and next steps; Council input requested.
- Task 5: First few months of Final Design Engineering completed. Preliminary Engineering Report update is almost completed.
- Task 6: Rate Study work is nearly completed; Canyon City rate methodology and negotiations are on-going.

Task %	Task
100%	WWTF Complete!
90%	Construct the WWTF
80%	Bid the WWTF Construction
70%	Package Plant Procurement
60%	Construction Funding Secured
50%	Final Design Engineering
40%	Environmental Clearance
30%	Preliminary Engineering
20%	Procuring Engineers and
10%	Securing Final Design Funding

1. SECTION 7/NEPA ENVIRONMENTAL COMPLIANCE (TASK 1)

Environmental is finished.

2. USDA, COSTS, AND OTHER FUNDING APPLICATIONS (TASK 2)

Discussion topic: Does the City abandon the pursuit of USDA funding, or do we continue the process?

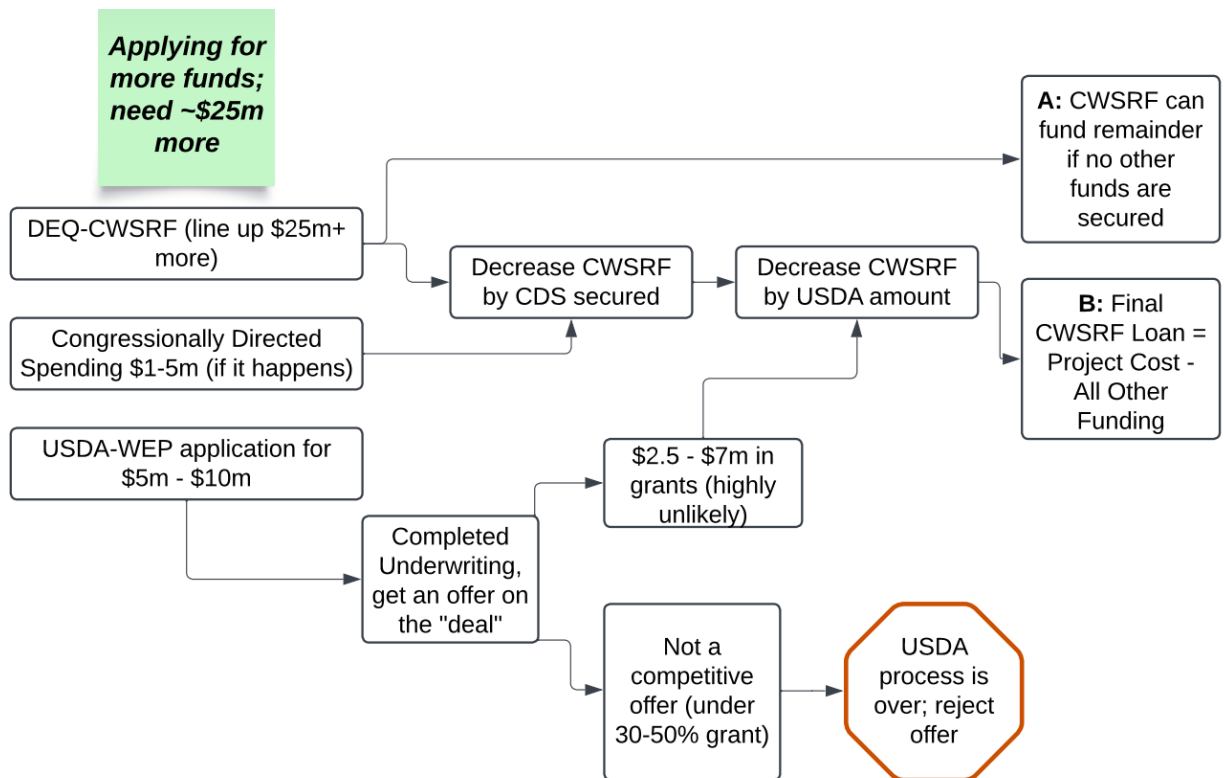
In short, we will not know the deal from USDA until we go 100% through the underwriting process. USDA-WEP in Oregon only has \$4-5m annually to use for the *entire state’s* grant allocation for projects. USDA has indicated a few things have made their potential deal worse than it was previously, including BABA requirements and

- USDA is only funded to 12/20/24 on a Continuing Resolution. Need a federal budget or another CR after that.
- Build America, Buy America applies to USDA



- USDA's waiver expired in June 2024. Each agency's waiver terms are different.

Area of Comp	USDA-WEP	vs	DEQ-CWSRF	Notes
<u>Rules</u>	BABA		No BABA, but AIS	10-60%+ increase on construction costs
<u>Terms</u>	Unknown; likely 40 years, ~3.5%		30 years, 1.55%	More interest over time
<u>Grant/PF</u>	Unknown; likely 10 - 15%		Up to \$2,000,000. Committed.	
	Will need National Office request; Oregon only gets ~\$5m/yr for grant/PF for the whole state			
<u>Interim Financing</u>	Required, will need CWSRF		None	
<u>Annual payment on \$25m</u>	\$1,152,000		\$1,032,000	Approximate
<u>PF Needed for Same Payment</u>	~14%			
<u>Application Process</u>	50% done, need new application, PER approved, Public Hearing, National Office Waiver Request		Done, just need to update our original application for additional funds.	



Decision Points:

- A. Should City Staff and Project Consultants continue to pursue USDA-WEP funding on the *chance* the City can receive a better deal than CWSRF? There is a *chance* to get a better deal.
 - Only downside of applying is spending time, money, and resources on the application process. Can run concurrently with CWSRF funding application process.
 - BABA requirements will most likely make the project far more expensive, unless there is a major grant package offered. BABA is a brand new requirement kicking in this year and the impact is a huge unknown.

- B. Move on from USDA-WEP, instruct the Final Design Engineers to not submit the Preliminary Engineering Report to USDA for approval, stop the process where it is.

Current WWTF Project Budget Status			
<i>Funding</i>	<i>Number</i>	<i>Amount Awarded</i>	<i>Balance</i>
Community Development Block Grant	P18011	\$2,500,000	\$ 1,786,820
Water/Wastewater Financing Program	Y21006	\$2,500,000	\$ 2,199,922
HB-5006/DAS ARPA Funds	8154	\$1,500,000	\$ -
TOTALS		\$6,500,000	\$ 3,986,742

Pending Funds		
<i>Funding</i>	<i>Status</i>	<i>Amount</i>
DEQ-Clean Water State Revolving Fund	Awarded, committed	\$4,000,000
Congressionally Directed Spending (EPA-CG)	Not yet awarded	\$1,000,000
USDA WEP	In process	???

3. DEQ PERMITTING (TASK 3)

The Department of Environmental Quality (DEQ) issued a new wastewater pollution control facility (WPCF) permit effective on May 1, 2022 (Permit Number: 103281; File Number: 127619). The permit is good for ten years and expires December 31, 2032.

Status:

- Waiting on Flagline to finalize some alignments, so CwM-H2O can finalize groundwater monitoring well locations, so Yellow Jacket Drilling can come out and drill the holes, and then CwM-H2O can monitor and coordinate with DEQ.

4. PRELIMINARY AREA PREPARATION FOR COMPANION PROJECTS (TASK 4)

All Task 4 projects closed out. Waiting on final funding competition for SW 4th Ave/Airport Rd. Project.

5. ENGINEERING DESIGN, SERVICES PROCUREMENT, AND PACKAGE PLANT PROCUREMENT (TASK 5)

City has hired a Final Design Engineering team, Rate Study Consultant, and Well Driller.

Updates:

- Rate Study – Donovan Enterprises
 - Initial results from the Rate Study were presented in November 2024 to Council.
 - Still working with Donovan to create the City's new rate resolution and Canyon City's new rate.
- Final Design Engineering – Flagline/Kennedy Jenks
 - Preliminary Engineering Report is almost completed, Flagline/KJ is working on final Value Engineering items. Finalizing all alignments and technologies.
- Well Driller Procurement – Yellow Jacket Drilling
 - Waiting for Flagline/KJ to determine some final pieces of the alignment before drilling monitoring wells.

6. COMMUNITY ENGAGEMENT AND OUTREACH (TASK 6)

Status:

- City Staff is working through creation of a Canyon City rate methodology, including working with Mayor Fischer and Canyon City Staff regarding their flow meter and overall flow into the City of JD's system.

John Day Broadband Grant Updates - December 2024 Progress Report for City Council

Background:

- The City received an EDA grant in April 2022 for \$1,804,475 to construct fiber backbones through the City of John Day in two main segments (County Courthouse removed):
 - Innovation Gateway (includes Ironwood Estates) & Grant County Airport.
 - EDA could not pay for engineering costs because they were not procured to federal standards. For the most part, engineering contracts procured from the non-competitive roster do not meet federal standards. This contributed to the IT Fund deficit.
- Broadband Technical Assistance Program funding of \$65,000 received in April 2024.
 - This intention is to pay for the remaining engineering to get the EDA project out to bid.

Current Status of the EDA Grant:

- Ducote Consulting worked with BLJ (City Attorney) to review procurements and contracting of Ducote Consulting, Catalyst Public Policy Advisors, and BLJ themselves. BLJ told City Staff and Ducote that they were unable to write a procurement approval letter/memo for these three consultants because of special requirements of the federal rules and EDA grant (procurements met state and local standards, but not EDA/federal):
 - Ducote: Procured from the non-competitive Professional Services Roster (not open and competitive)
 - Catalyst: Procured from an RFP written by Nick Green as GCD Executive Director (conflict)
 - BLJ: No copy of the RFP that led to hiring BLJ is available (can't document open and competitive).
- The implication of the procurement analysis is that now expenses related to the EDA/Broadband project related to LS Networks/Commstructure, Ducote, Catalyst, and BLJ are not EDA reimbursable.
- City has not requested any funds from EDA for reimbursements at this point.
- JD CyberMill officially removed from the project by Council, Ducote submitted an amendment draft to EDA.
- Match Status: City required to contribute 10.72% towards the project, or \$216,823 on a \$2,021,298 project.
 - This number now includes NO funds spent to-date.

Current Status of the BTAP Grant:

- Council approved Scopes of Work for LS Networks, we have not received a final contract copy back from BLJ at this time.

Current Status of the Rally's Grant:

- Oregon Telephone/Rally received a grant from Oregon’s Broadband Deployment Program for \$1,721,091.
 - City staff held a meeting with Rally on 12-4-24 and confirmed Rally received funding to do all the areas the BTAP/EDA grants were going to cover.

Next Issues to Discuss for Council:

- Do we proceed with the BTAP grant?
- Do we proceed with the EDA grant?

**CITY OF JOHN DAY
JOHN DAY, OREGON**

Budget Categories Review - November 2024

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>REMAINING</u>	<u>% REMAIN</u>
<u>GENERAL</u>				
<u>ADMINISTRATIVE DEPARTMENT</u>				
Current Revenues	\$ 2,939,786	\$ 155,898	\$ 2,783,888	94.70%
Personal Services	102,621	20,224	82,397	80.29%
Materials and Services	311,500	76,136	235,364	75.56%
Capital Outlay	1,497,000	3,035	1,493,965	99.80%
Transfers	961,059	-	961,059	100.00%
<u>FIRE DEPARTMENT</u>				
Current Revenues	134,729	12,870	121,859	90.45%
Personal Services	48,918	15,834	33,084	67.63%
Materials and Services	178,750	20,229	158,521	88.68%
Capital Outlay	5,000	-	5,000	100.00%
Transfers	67,992	-	67,992	100.00%
<u>STREET FUND</u>				
Current Revenues	311,000	252,775	58,225	18.72%
Personnel Services	260,492	44,334	216,158	82.98%
Materials & Services	168,800	48,817	119,983	71.08%
Capital Outlay	30,000	135	29,865	99.55%
Interfund Transfer	40,000	-	40,000	100.00%
Operating Contingency	125,312	-	125,312	100.00%
<u>IT FUND</u>				
Current Revenues	250,000	-	250,000	100.00%
Personal Services	4,350	-	4,350	100.00%
Materials and Services	19,260	21,424	(2,164)	-11.23%
Transfers	66,586	-	66,586	100.00%
<u>DEBT SERVICE FUND</u>				
Current Revenues	56,700	11,335	45,365	80.01%
Debt Service	56,500	-	56,500	100.00%
Unappropriated Fund Balance	33,823	-	33,823	100.00%
<u>COMMUNITY DEVELOPMENT FUND</u>				
Current Revenues	155,059	32,600	122,459	78.98%
Personal Services	43,279	7,783	35,496	82.02%
Materials and Services	69,050	20,762	48,288	69.93%
Debt Service	21,300	-	21,300	100.00%
<u>MOTORPOOL FUND</u>				
Current Revenues	160,500	-	160,500	100.00%
Personal Services	100,689	18,745	81,944	81.38%
Materials & Services	76,800	5,526	71,274	92.80%
Capital Outlay	166,112	-	166,112	100.00%
<u>MOTORPOOL FUND - FIRE</u>				
Current Revenues	34,910	-	34,910	100.00%
Materials & Services	45,000	1,254	43,746	97.21%
Capital Outlay	23,570	-	23,570	100.00%

**CITY OF JOHN DAY
JOHN DAY, OREGON**

Budget Categories Review - November 2024

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>REMAINING</u>	<u>% REMAIN</u>
<u>UNPAID COMP FUND</u>				
Personal Services	138,959	71,567	67,392	48.50%
<u>WATER FUND</u>				
Current Revenues	756,992	333,388	423,604	55.96%
Personnel Services	290,433	69,053	221,380	76.22%
Materials & Services	307,650	84,987	222,663	72.38%
Capital Outlay	249,409	27,783	221,626	88.86%
Interfund Transfer	377,412	-	377,412	100.00%
Debt Service	237,750	181,349	56,401	23.72%
Unappropriated Fund Balance	365,296	-	365,296	100.00%
Contingency	150,000	-	150,000	100.00%
<u>SEWER FUND</u>				
Current Revenues	8,255,291	319,816	7,935,475	96.13%
Personnel Services	467,909	116,201	351,708	75.17%
Materials & Services	259,000	98,735	160,265	61.88%
Capital Outlay	6,947,235	218,600	6,728,635	96.85%
Debt Service	104,800	95,511	9,289	8.86%
Interfund Transfer	75,000	-	75,000	100.00%
Contingency	30,000	-	30,000	100.00%
<u>URBAN RENEWAL AGENCY</u>				
Current Revenues	1,018,000	24,771	993,229	97.57%
Materials & Services	\$ 198,814	\$ 137,134	\$ 61,680	31.02%

**CITY OF JOHN DAY
JOHN DAY, OREGON**

Budget Categories Review - November 2024

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>REMAINING</u>	<u>% REMAIN</u>
<u>LEGAL</u>				
General Fund	50,000	19,413	30,587	61.17%
General Fund - Fire Department	1,000	600	400	40.00%
Water Fund	10,000	9,125	875	8.75%
Sewer Fund	12,000	10,844	1,156	9.63%
Street Fund	9,000	2,453	6,547	72.74%
IT Fund	4,000	10,585	(6,585)	-164.63%
Community Development Fund	5,000	2,965	2,035	40.70%
City Total	<u>91,000</u>	<u>55,986</u>	<u>35,014</u>	<u>38.48%</u>
Urban Renewal Agency	25,000	10,923	14,078	56.31%
Grand Total	<u>116,000</u>	<u>66,908</u>	<u>49,092</u>	<u>42.32%</u>
<u>PROFESSIONAL SERVICES</u>				
General Fund	40,000	9,573	30,427	76.07%
Water Fund	25,000	9,838	15,162	60.65%
Sewer Fund	20,000	13,971	6,029	30.15%
Street Fund	15,000	6,920	8,080	53.87%
IT Fund	3,000	5,562	(2,562)	-85.40%
Community Development Fund	17,000	13,140	3,860	22.71%
City Total	<u>120,000</u>	<u>59,004</u>	<u>60,996</u>	<u>50.83%</u>
Urban Renewal Agency	10,000	739	9,261	92.61%
Grand Total	<u>130,000</u>	<u>59,744</u>	<u>70,256</u>	<u>54.04%</u>