CITY OF AMITY

AGENDA OF THE CITY COUNCIL

December 1, 2021

City Hall
109 Maddox Avenue
Amity, Oregon

Zoom Meeting:
https://us02web.zoom.us/j/81593223516?pwd=WTRLTlZyWG9qK0wzREY4RjhZZ0pMQT09

Meeting ID: 815 9322 3516
Passcode: 041853

REGULAR SESSION

CALL TO ORDER/FLAG SALUTE 7:00 pm

COUNCIL ROLL CALL: Robert Andrade, Napua Ann Rich, Sandy McArthur, April Dyche, Cody Goings, and Mayor Rachel King

1. **CONSENT AGENDA:** *In order to make more efficient use of meeting time, resolutions, minutes, bills and other items which are routine in nature and for which no debate is anticipated, shall be placed on the Consent Agenda. Any item placed on the Consent Agenda may be removed at the request of any council member prior to the time a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion to adopt the Consent Agenda. This motion is not debatable. The secretary to the council will then poll the council members individually by a roll call vote. If there are any dissenting votes, each item on the Consent Agenda is then voted on individually by a roll call vote.*

    a. Budget Vs. Actual
    b. Minutes – Regular 11-03-2021
       Work Session 11-17-2021

2. **CITIZEN COMMENTS/QUESTIONS** An opportunity to present items not on the regular agenda. Please state your name and address and limit your comments to ***three (3) minutes***.
    a. Yamhill County Sheriff Office Report
    b. DIG Report
    c. Citizen Comments
        - Brandon Poynter, owner of Taphouse, would like to speak with Council regarding leak adjustment.

3. **OLD BUSINESS:**
    a. None

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ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Administrator's office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 hours prior to the meeting. To request these arrangements, please contact Natasha Johnson, City Recorder, at 503-835-3711

4. NEW BUSINESS:

In order to make more efficient use of meeting time, all presentations must be 15 minutes or less. Exceptions may be granted on a case-by-case basis by the Mayor.

a. Request for Tourism Funding
b. Oregon Business Funding Acceptance – Resolution 2021-14
c. Recology Franchise Agreement

5. DEPARTMENT REPORTS:

a. City Administrator Report by Michael Thomas
b. City Recorder Report by Natasha Johnson
c. Public Works Report by Gary Mathis
d. Library Report by Anne Jenkins
e. City Engineer Billing Report
f. City Attorney and Planner Billing Report by COG

6. BUSINESS FROM THE MAYOR & CITY COUNCILORS

a. Comments for the Good of the Order – Councilor Andrade
b. Comments for the Good of the Order – Councilor Dyche
c. Comments for the Good of the Order – Councilor McArthur
d. Comments for the Good of the Order – Councilor Rich
e. Comments for the Good of the Order – Cody Goings
f. Mayor's Report and final comments Rachel King

ADJOURNMENT

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ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Administrator's office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 hours prior to the meeting. To request these arrangements, please contact Natasha Johnson, City Recorder, at 503-835-3711

CITY OF AMITY

Budget vs. Actuals: Budget FY22 - FY22 P&L

July 2021 - June 2022

	TOTAL			
	ACTUAL	BUDGET	REMAINING	% OF BUDGET
Income				
20 4000 General Fund Revenue	307,812.32	845,400.00	537,587.68	36.41 %
30 4300 Street Fund Revenue	53,697.85	246,600.00	192,902.15	21.78 %
40 4401 Water Fund Revenue	613,340.81	4,706,011.00	4,092,670.19	13.03 %
50 4500 Sewer Revenue	230,297.13	692,700.00	462,402.87	33.25 %
75 4000 Governmental SDC Revenue		92,600.00	92,600.00	
76 4100 Enterprise SDC Revenue		161,300.00	161,300.00	
Total Income	$1,205,148.11	$6,744,611.00	$5,539,462.89	17.87 %
GROSS PROFIT	$1,205,148.11	$6,744,611.00	$5,539,462.89	17.87 %
Expenses				
20 5000 General Fund Expense	271,311.62	1,010,808.00	739,496.38	26.84 %
29 5000 Payroll & Admin Expense	5,492.38	21,600.00	16,107.62	25.43 %
30 5000 Street Expense	49,010.37	224,798.00	175,787.63	21.80 %
40 5000 Water Expense	380,384.33	3,747,611.00	3,367,226.67	10.15 %
50 5000 Sewer Expense	253,582.26	598,558.00	344,975.74	42.37 %
Total Expenses	$959,780.96	$5,603,375.00	$4,643,594.04	17.13 %
NET OPERATING INCOME	$245,367.15	$1,141,236.00	$895,868.85	21.50 %
Other Income	$0.00	$2,152,249.00	$2,152,249.00	0.00%
Other Expenses	$0.00	$3,293,485.00	$3,293,485.00	0.00%
NET OTHER INCOME	$0.00	$ -1,141,236.00	$ -1,141,236.00	0.00%
NET INCOME	$245,367.15	$0.00	$ -245,367.15	0.00%

REGULAR MEETING OF THE COUNCIL
CITY OF AMITY, OR

Minutes

Regular Meeting of the City of Amity City Council was held at 7:00 p.m. on Wednesday, October 6, 2021, in the Council Chambers, City Hall, 109 Maddox, Amity, Oregon.

Councilors Present:
Councilor Napua Ann Rich, Councilor April Dyche, Councilor Cody Goings and Mayor Rachel King

Councilors Present via Zoom

Councilors Absent
Councilor Robert Andrade and Councilor Sandy McArthur

Staff Present
City Administrator Mike Thomas, Public Works Superintendent Gary Mathis, City Planner Holly Byram (via Zoom) and City Recorder Tasha Johnson

CONSENT AGENDA:
Councilor Rich moved to approve the Consent Agenda. Councilor Dyche seconded and with no discussion motion passed 3-0.

CITIZEN COMMENTS/QUESITONS:

A. Yamhill County Sheriff's Report: YCSO submitted crime stats and was not present at the meeting due to current ongoing incident. There were no comments or questions for the YCSO.

B. DIG Report: Erin Rainey with DIG updated Council regarding Christmas parade/tree lighting. She planted daffodils with the kindergarten class at the Elementary School. She let Council know when the next DIG meeting will be. There were no comments or questions for DIG.

C. Citizen Comments: There were none.

OLD BUSINESS:
None

NEW BUSINESS:

A. Extension for Amity Truck & Tractor City Administrator Thomas went over the background regarding the extension request for Amity Truck and Tractor. Planner Holly Byram provided a more in-depth background regarding Amity Truck and Tractor Site Design Review and the process leading to this meeting. She detailed what criteria were not met by the applicant that triggered this request of the applicant, which are changes to the Site Design Review and the lack of initiating construction. She and City Administrator Thomas recommended to Council to approve and allow the 6-month extension. The applicant, Luke Belanger, then spoke to Council and advocated for the 6-month extension. He expressed his frustrations with the process and the conditions that impeded his ability to initiate construction.

Mayor King asked why the Site Design Review wasn't sent in until the 17-month mark. Applicant Luke Belanger explained that the process was slowed while he and the City negotiated the location of a storm drainage system. Mayor King asked if the 6-month extension is enough time for him to initiate construction. Applicant Luke Belanger explained that he requires City Staff to answer his questions regarding the storm drainage system and other aspects of the project, for him to move forward.

Councilor Dyche if the holdup in the process was because of City Staff's actions. Superintendent Mathis replied to Council that he had been in communication with the applicant and that he and the City Engineer had provided options to the applicant. Administrator Thomas explained further that the City is not responsible to design the project for the applicant; we had provided the applicant what was within our capacity to provide.

Councilor Rich moved to approve a single 6-month extension for the applicant to commence construction of the project or be subject to a complete restart of the application process, to include all costs. Councilor Dyche seconded motion. Councilor Goings let applicant know that there might be a storm manhole on that street. With no further discussion motion passed 3-0.

B. Council Rules Update – Resolution 2021-13: Administrator Thomas went over the background regarding this Council Rules Update request from Mayor King. Councilor Rich made motion to approve Resolution 2021-13 "Rules of the City Council." Councilor Dyche seconded motion and with no discussion the motion passed 3-0.

C. RRFB Informational: Administrator Thomas discussed the quick background regarding installing an RRFB on S. Trade St in Amity. Part of the discussion was to get confirmation for the Council as to the preferred location for the device. Once a location was selected the City could seek funding options.

Councilor Goings asked if the City can apply Safe Routes To School (SRTS) grant funding to this project. Administrator Thomas replied yes, but because of other SRTS funding requests, we'd need to wait until 2023. Mayor King and Councilors Rich and Dyche agreed to ODOT's proposed location for the RRFB. Councilor Goings asked whether the RRFB would be on the north or south side of the intersection. Administrator Thomas stated it would be on the north side.

Mayor King said need to keep this as a goal because the citizens of Amity really want safer crosswalks. City Administrator Thomas will discuss how to move this project forward with ODOT. Mayor King is going to reach out to previous Mayor Cape as well and see if he has suggestions.

DEPARTMENT REPORTS:

City Administrator Report: City Administrator Thomas submitted his report and added an update regarding a grant he applied for with First Federal. First Federal denied the grant. We also applied for a Tribal Grant for bark dust at the park, and that, too, was denied. There were no comments for the City Administrator.

City Recorder/Treasurer Report: City Recorder Johnson submitted her report and had nothing to add. There were no comments for City Recorder.

Public Works Report: Superintendent Mathis submitted his report. He then added for the record that he had not avoided the applicant (see "New Business Paragraph A" above) as was suggested during the comments. Councilor Rich replied that the Council had no doubt that he had followed through on behalf of the City.

Superintendent Mathis then added that he coordinated with ODOT to conduct the next Citywide Cleanup on April 30, 2022. There were no further comments for Public Works.

Library Report: Librarian Jenkins submitted her report and was not present at the meeting. There were no comments for the library.

City Engineer Billing Report: Billing report submitted and there were no comments.

City Attorney/Planner Billing Report: Billing report submitted and there were no comments.

BUSINESS FROM THE MAYOR & CITY COUNCILORS:

Mayor's Comments: Mayor King submitted her report and updated Council regarding the transportation plan assessment. She also reminded Council of an upcoming LOC meeting. She announced the City's first ever Pumpkin Carving winners. There were no comments for Mayor King.

Councilor Sandy McArthur Comments: Councilor McArthur was not present at the meeting. There were no comments for Councilor McArthur.

Councilor Robert Andrade Comments: Councilor Andrade was not present at the meeting. There were no comments for Councilor Andrade.

Councilor Napua Rich Comments: Councilor Rich submitted her report and added a thank you to Councilor Dyche for getting the info out regarding the businesses needing assistance. There were no comments for Councilor Rich.

Councilor Dyche Comments: Councilor Dyche submitted her report and added reminder about the tree lighting coming up. Also, she asked that we be engaged with and aware of things occurring at our local businesses. There were no comments for Councilor Dyche.

Councilor Goings Comments: Councilor Going did not submit report and had nothing to report. There were no comments for Councilor Goings.

Councilor Rich moved to adjourn meeting at 8:15 pm. Councilor Goings seconded and without further discussion motion passed 3-0.

Approved by City December 1, 2021

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Rachel King, Mayor

Attest:

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Natasha Johnson, City Recorder

WORK SESSION OF THE COUNCIL
CITY OF AMITY, OR

Minutes

Work Session of the City of Amity City Council was held at 5:00 p.m. on Wednesday, November 17, 2021, in the Council Chambers, City Hall, 109 Maddox, Amity, Oregon.

Councilors Present
Councilor Sandy McArthur (via Zoom), Councilor April Dyche, Councilor Napua Rich and Mayor Rachel King.

Councilors Absent
Councilor Robert Andrade and Councilor Cody Goings

Staff Present
City Administrator Michael Thomas

BUSINESS FROM THE STAFF:
City Administrator gave updates on any on-going City busines and updated on status of projects.

OPEN FORUM & DISCUSSION FROM MAYOR & CITY COUNCILORS:

a. **Infrastructure –** No report given by Councilor Goings.

b. **Community Engagement** –

Topic 1: Discussed separate community surveys.

Topic 2: Discussed Christmas tree lighting, Fire department parade, decorated vehicles, 10 and the tree coming the 29th or 30th from Willamina.

Topic 3: Discussed signature for Siletz and PGE progress.

c. **Parks** – No report given by Councilor Andrade.

d. **City Services** – No report given by Councilor McArthur.

e. **Public Safety** – No report given by Councilor Dyche.

f. **Finance –**

Topic 1: Councilor Rich signed paperwork in the finance folder.

Topic 2: Mike informed council of an incident of a person backing into the fence at the city park. There are 2 bids in and waiting on 1 additional bid for the job. All parties are cooperating.

Topic 3: Update provided to council about Judge Ross. There will be an RFI in January that will give Judge Ross an opportunity to re-apply for the position if he so chooses.

g. Mayor Report:

Topic #1 RDI Survey: Council was given an overview of the history of work done up to this point by Staff, DIG, and business owners with Rural Development Initiatives. Mike detailed the survey that is currently being conducted within the community, expectations of planned meeting Dec. 9th and answered questions about what information we can expect to come from these efforts and opportunities to expand our collaborations, as a council and City, with this company after this initial stage of surveying and data compilation is completed.

Topic #2 Damage to Park Fence: Mike shared pertinent information about damage that had occurred to a section of fencing at the city park. He outlined the involvement of CIS, a private insurance company, public works, and the Yamhill County sheriff's office. An approximate timeline was given for the administrative paperwork and process and discussion was had about the possibility of an extended time frame needed in order for the repairs to be completed due to labor or supply issues. Council asked that caution tape or some other high visibility deterrents be place around the area until repairs can be completed. It was confirmed that there are currently no outstanding safety hazards apparent.
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Topic #3 Tree Lighting/Parade Plans: Up-to-date plans from DIG and the fire department were shared, by Mike, to Council. A question was raised about allowing additional entities to join into the parade and whether or not to charge entry fees. Additional participants will be limited to the school district, businesses, and local religious organizations. Mike will issue permits to the first ten individuals who request to participate. Council consensus was to not impose any entry fees. Discussion was had about adding a suggestion for donation to the fire departments Christmas toy fund in lieu of charging any participation fees. Council also discussed ways to promote donations for this cause, spoke about the giving tree tags at First federal, and brainstormed additional parade and charitable opportunities to consider in the future.
Council also discussed details of the tree, which was donated to Amity through Willamina Public works, and also the volunteer opportunity to help DIG members assemble gift bags for handout during the parade. This will occur Nov. 30 at 3:00.

Topic #4 Municipal Court Judge: Mike and I gave an update to Council regarding the finding of our search to establish the whereabouts of our existing contract with Amity's municipal court judge. After not locating a written contract in Amity, he and myself both reached out to the City of Carlton, as we are subcontractors through them. It was found that a current contract, or any contract for current services provided, was not able to be located by the City of Carlton. With the help and lead of Mayor Watkins and Carlton's City manager Shannon Beaucaire, a new contract will be written and outreach for interested parties for the position will start near the beginning of 2022.
Our current Municipal Judge, Judge Ross, was made aware of the current situation and our need to reestablish a valid contract. He is free to decide if he wishes to reapply for the position he currently holds. Regardless of who fills this position in the future, contract negotiations will be forefront in the process and there will be financial implications and budgeting changes for the City to consider.

Topic #5 Pumpkin Events Recap: Council give input on strengths and weaknesses of our first annual pumpkin carving and decoration contest. Consensus was that the contest was a success and should be done again next year. Some aspects that could be improved are earlier and more complete advertisement of the event and more concise plans for picking winners and prize delivery. The City's pumpkin giveaway was also a success. Many thanks to donors and Staff! The city was able to hand out 60 pumpkins, gift bags, and library booklets to local children in about 3 hours.

Topic #6 Christmas Done Bright: I inquired of Mike the details of the Christmas done bright event from years past. He and Council discussed the details associated with this contest historically. Provisional plans for dates and council participants were nailed down and I will be working to establish specifics with Tasha as we get closer to the event. Judging will occur the weekend before Christmas and framework will be congruent with what has been done in the past.

Topic #7 Infrastructure/Finance: Two infrastructure and finance related updates were briefly discussed. Regarding the UDSA water improvement intake project, the city is still waiting for a signature from the Siletz tribe on the established MOA agreement before next steps in funding the project can be taken. Mike has plans to speak with Holly from USDA for guidance on what is able to be done from Amity's perspective while we wait for this last signature to our agreement. Funding, bonding, bidding will be the next steps, but all await an official go ahead from various sources.

The second infrastructure/finance related update was in regard to the 2 million dollars in ARPA funds that Amity was granted through the Oregon legislature and Representatives Scharf and Nearman. Mike and I received last minute communications before the work session from Rep. Scharf, in regard to his inquiry for additional information and a status update.
Rep. Scharf was very helpful in sending our way the latest updates from the Department of Administrative Services that included their plans and timelines for the process and disbursement of CSFRF monies. As a grant recipient Amity can expect to receive a grant agreement for review and signature in the near future. Some grantees may receive these agreements before the end of November. No definite date can be given at this time. Once the agreement is received, signed and returned, funds for the projects will be received by the City.

Approved by City Council December 1, 2021

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Rachel King, Mayor

Attest:

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Natasha Johnson, City Recorder

Yamhill County Sheriff's Office
Crime Summary for AMITY
From 10/1/2021 to 10/31/2021

City	UCR Description	10/1/2020 to 10/31/2020	10/1/2021 to 10/31/2021	Percentage Change	YTD	Prior Year
AMITY						
Part 1						
	Aggravated Assault	0	**0**		5	4
	Arson	0	**0**		1	2
	Burglary-Business	0	**0**		2	4
	Burglary-Non-Residence	0	**2**		4	6
	Burglary-Residence	0	**0**		4	2
	Larceny	3	**1**	-66.67 %	35	45
	Motor Vehicle Theft-Auto	0	**0**		6	6
	Rape	0	**0**		1	
	Robbery	0	**0**			1
Part 1 Total		3	**3**		58	70
Part 2						
	All Other	1	**0**		7	17
	Disorderly Conduct	0	**0**		5	
	Drug Laws	3	**0**		9	12
	DUII	1	**1**		20	8
	Family Offenses	0	**0**		1	1
	Forgery	0	**1**		4	
	Fraud	0	**0**		2	6
	Kidnapping	0	**0**			1
	Liquor Laws	0	**0**		1	
	Runaway	0	**0**		3	
	Sex Offenses	0	**0**		5	1
	Simple Assault	3	**0**		20	29
	Stolen Property	0	**0**		2	4
	Tresspass/Prowler	1	**3**	200.00 %	26	21
	Vandalism	2	**2**		27	34
	Weapons	1	**0**		5	7
Part 2 Total		12	**7**	-41.67 %	137	141
Total For AMITY		29	**17**	-41.38 %	321	382

Report run date: 11/2/2021

Yamhill County Sheriff's Office
Crime Summary for AMITY
From 10/1/2021 to 10/31/2021

City	UCR Description	10/1/2020 to 10/31/2020	10/1/2021 to 10/31/2021	Percentage Change	YTD	Prior Year
AMITY						
Part 3						
	All Other	7	**3**	-57.14 %	54	72
	Non-Reportable Offenses	7	**4**	-42.86 %	72	99
Part 3 Total		14	**7**	-50.00 %	126	171
Total For AMITY		29	**17**	-41.38 %	321	382

Report run date: 11/2/2021

BY: NJ

Customer History Report
Select Customer By: Account Range: From 102539 To 102539
Status: All Accounts
Transaction Types:

Account: 102539 POYNTER, ROBERT
Location: 01-01400 510 S. TRADE

Date	Type	Cls	Amount	Applied	Reference	Usage	Balance
10/28/19	WATER	WAT	143.80	143.80	3755350-3772160 M10/2	16810	143.80
10/28/19	SEWER	SEW	117.21	117.21	3755350-3772160 M10/2	16810	261.01
10/28/19	LINE RPLC	OTH	1.00	1.00			262.01
10/28/19	STR MAINT	GAS	2.00	2.00			264.01
10/28/19	PUBL SAFETY	SAN	10.00	10.00			274.01
11/19/19	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		279.01
11/19/19	PAYMENT	BNK	-279.01		BNK 11/19/2019		0.00
11/30/19	WATER	WAT	151.55	151.55	3772160-3789570 M11/1	17410	151.55
11/30/19	SEWER	SEW	125.79	125.79	3772160-3789570 M11/1	17410	277.34
11/30/19	LINE RPLC	OTH	1.00	1.00			278.34
11/30/19	STR MAINT	GAS	2.00	2.00			280.34
11/30/19	PUBL SAFETY	SAN	10.00	10.00			290.34
12/09/19	PAYMENT	CHK	-290.34		130		0.00
12/31/19	WATER	WAT	187.70	187.70	3789570-3812550 M12/2	22980	187.70
12/31/19	SEWER	SEW	145.34	145.34	3789570-3812550 M12/2	22980	333.04
12/31/19	LINE RPLC	OTH	1.00	1.00			334.04
12/31/19	STR MAINT	GAS	2.00	2.00			336.04
12/31/19	PUBL SAFETY	SAN	10.00	10.00			346.04
01/21/20	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		351.04
01/21/20	PAYMENT	BNK	-346.04		BNK 1/20/2020		5.00
01/31/20	WATER	WAT	90.35	90.35	3812550-3819760 M1/22	7210	95.35
01/31/20	SEWER	SEW	89.99	89.99	3812550-3819760 M1/22	7210	185.34
01/31/20	LINE RPLC	OTH	1.00	1.00			186.34
01/31/20	STR MAINT	GAS	2.00	2.00			188.34
01/31/20	PUBL SAFETY	SAN	10.00	10.00			198.34
02/20/20	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		203.34
02/28/20	PAYMENT	BNK	-403.58		BNK 3/2/2020		-200.24
02/29/20	WATER	WAT	94.83	94.83	3819760-3827660 M2/24	7900	-105.41
02/29/20	SEWER	SEW	92.41	92.41	3819760-3827660 M2/24	7900	-13.00
02/29/20	LINE RPLC	OTH	1.00	1.00			-12.00
02/29/20	STR MAINT	GAS	2.00	2.00			-10.00
02/29/20	PUBL SAFETY	SAN	10.00	10.00			0.00
03/31/20	WATER	WAT	98.40	98.40	3827660-3836110 M3/20	8450	98.40
03/31/20	SEWER	SEW	94.34	94.34	3827660-3836110 M3/20	8450	192.74
03/31/20	LINE RPLC	OTH	1.00	1.00			193.74
03/31/20	STR MAINT	GAS	2.00	2.00			195.74
03/31/20	PUBL SAFETY	SAN	10.00	10.00			205.74
04/30/20	WATER	WAT	84.90	84.90	3836110-3842480 M4/21	6370	290.64
04/30/20	SEWER	SEW	87.04	87.04	3836110-3842480 M4/21	6370	377.68
04/30/20	LINE RPLC	OTH	1.00	1.00			378.68
04/30/20	STR MAINT	GAS	2.00	2.00			380.68
04/30/20	PUBL SAFETY	SAN	10.00	10.00			390.68
05/01/20	PAYMENT	CHK	-390.68				0.00
05/31/20	WATER	WAT	86.85	86.85	3842480-3849150 M5/21	6670	86.85
05/31/20	SEWER	SEW	88.09	88.09	3842480-3849150 M5/21	6670	174.94
05/31/20	LINE RPLC	OTH	1.00	1.00			175.94
05/31/20	STR MAINT	GAS	2.00	2.00			177.94
05/31/20	PUBL SAFETY	SAN	10.00	10.00			187.94
06/30/20	WATER	WAT	130.72	130.72	3849150-3862580 M6/22	13430	318.66
06/30/20	SEWER	SEW	111.82	111.82	3849150-3862580 M6/22	13430	430.48
06/30/20	LINE RPLC	OTH	1.00	1.00			431.48
06/30/20	STR MAINT	GAS	2.00	2.00			433.48
06/30/20	PUBL SAFETY	SAN	10.00	10.00			443.48
07/17/20	PAYMENT	CHK	-443.48		524		0.00
07/31/20	WATER	WAT	137.41	137.41	3862580-3877040 M7/23	14460	137.41
07/31/20	SEWER	SEW	115.43	115.43	3862580-3877040 M7/23	14460	252.84

27,890

BY: NJ

Customer History Report
Select Customer By: Account Range: From 102539 To 102539
Status: All Accounts
Transaction Types:

Account: 102539 POYNTER, ROBERT
Location: 01-01400 510 S. TRADE

Date	Type	Cls	Amount	Applied	Reference	Usage	Balance
07/31/20	LINE RPLC	OTH	1.00	1.00			253.84
07/31/20	STR MAINT	GAS	2.00	2.00			255.84
07/31/20	PUBL SAFETY	SAN	10.00	10.00			265.84
08/31/20	WATER	WAT	111.51	111.51	3877040-3887510 M8/19	10470	377.35
08/31/20	SEWER	SEW	101.43	101.43	3877040-3887510 M8/19	10470	478.78
08/31/20	LINE RPLC	OTH	1.00	1.00			479.78
08/31/20	STR MAINT	GAS	2.00	2.00			481.78
08/31/20	PUBL SAFETY	SAN	10.00	10.00			491.78
09/04/20	PAYMENT	CHK	-265.84		341		225.94
09/30/20	WATER	WAT	107.29	107.29	3887510-3897330 M9/22	9820	333.23
09/30/20	SEWER	SEW	99.15	99.15	3887510-3897330 M9/22	9820	432.38
09/30/20	LINE RPLC	OTH	1.00	1.00			433.38
09/30/20	STR MAINT	GAS	2.00	2.00			435.38
09/30/20	PUBL SAFETY	SAN	10.00	10.00			445.38
10/14/20	MISC - PDN	MSC	10.00	10.00	U-DISCONNECT NOTI		455.38
10/19/20	PAYMENT	CHK	-445.38		376		10.00
10/31/20	WATER	WAT	94.83	94.83	3897330-3905230 M10/2	7900	104.83
10/31/20	SEWER	SEW	92.41	92.41	3897330-3905230 M10/2	7900	197.24
10/31/20	LINE RPLC	OTH	1.00	1.00			198.24
10/31/20	STR MAINT	GAS	2.00	2.00			200.24
10/31/20	PUBL SAFETY	SAN	10.00	10.00			210.24
11/19/20	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		215.24
11/30/20	WATER	WAT	102.10	102.10	3905230-3914250 M11/1	9020	317.34
11/30/20	SEWER	SEW	96.34	96.34	3905230-3914250 M11/1	9020	413.68
11/30/20	LINE RPLC	OTH	1.00	1.00			414.68
11/30/20	STR MAINT	GAS	2.00	2.00			416.68
11/30/20	PUBL SAFETY	SAN	10.00	10.00			426.68
12/22/20	MISC - PDN	MSC	10.00	10.00	U-DISCONNECT NOTI		436.68
12/22/20	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		441.68
12/31/20	WATER	WAT	94.90	94.90	3914250-3922160 M12/2	7910	536.58
12/31/20	SEWER	SEW	92.44	92.44	3914250-3922160 M12/2	7910	629.02
12/31/20	LINE RPLC	OTH	1.00	1.00			630.02
12/31/20	STR MAINT	GAS	2.00	2.00			632.02
12/31/20	PUBL SAFETY	SAN	10.00	10.00			642.02
01/20/21	MISC - P24	MSC	10.00	10.00	U-24 HOUR NOTICE		652.02
01/25/21	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		657.02
01/31/21	WATER	WAT	93.99	93.99	3922160-3929930 M1/22	7770	751.01
01/31/21	SEWER	SEW	91.95	91.95	3922160-3929930 M1/22	7770	842.96
01/31/21	LINE RPLC	OTH	1.00	1.00			843.96
01/31/21	STR MAINT	GAS	2.00	2.00			845.96
01/31/21	PUBL SAFETY	SAN	10.00	10.00			855.96
02/11/21	MISC - PDN	MSC	10.00	10.00	U-DISCONNECT NOTI		865.96
02/17/21	MISC - REC	MSC	75.00	75.00	U-DISCONNECTION F		940.96
02/17/21	MISC - PSO	MSC	10.00	10.00	U-SHUT OFF POSTIN		950.96
02/17/21	PAYMENT	CHK	-735.00		461		215.96
02/19/21	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		220.96
02/28/21	WATER	WAT	123.84	123.84	3929930-3941530 M2/22	11600	344.80
02/28/21	SEWER	SEW	105.40	105.40	3929930-3941530 M2/22	11600	450.20
02/28/21	LINE RPLC	OTH	1.00	1.00			451.20
02/28/21	STR MAINT	GAS	2.00	2.00			453.20
02/28/21	PUBL SAFETY	SAN	10.00	10.00			463.20
03/03/21	PAYMENT	CHK	-463.20		482		0.00
03/31/21	WATER	WAT	112.75	112.75	3941530-3951420 M3/22	9890	112.75
03/31/21	SEWER	SEW	99.39	99.39	3941530-3951420 M3/22	9890	212.14
03/31/21	LINE RPLC	OTH	1.00	1.00			213.14
03/31/21	STR MAINT	GAS	2.00	2.00			215.14
03/31/21	PUBL SAFETY	SAN	10.00	10.00			225.14

BY: NJ

Customer History Report
Select Customer By: Account Range: From 102539 To 102539
Status: All Accounts
Transaction Types:

Account: 102539 POYNTER, ROBERT
Location: 01-01400 510 S. TRADE

Date	Type	Cls	Amount	Applied	Reference	Usage	Balance
04/26/21	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		230.14
04/30/21	WATER	WAT	168.95	168.95	3951420-3969970 M4/20	18550	399.09
04/30/21	SEWER	SEW	129.79	129.79	3951420-3969970 M4/20	18550	528.88
04/30/21	LINE RPLC	OTH	1.00	1.00			529.88
04/30/21	STR MAINT	GAS	2.00	2.00			531.88
04/30/21	PUBL SAFETY	SAN	10.00	10.00			541.88
05/12/21	PAYMENT	CHK	-541.88		565		0.00
05/12/21	MISC - PDN	MSC	10.00	10.00	U-DISCONNECT NOTI		10.00
05/31/21	WATER	WAT	183.29	183.29	3969970-3990730 M5/26	20760	193.29
05/31/21	SEWER	SEW	137.55	137.55	3969970-3990730 M5/26	20760	330.84
05/31/21	LINE RPLC	OTH	1.00	1.00			331.84
05/31/21	STR MAINT	GAS	2.00	2.00			333.84
05/31/21	PUBL SAFETY	SAN	10.00	10.00			343.84
06/17/21	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		348.84
06/30/21	WATER	WAT	238.59	238.59	3990730-4020010 M6/21	29280	587.43
06/30/21	SEWER	SEW	167.45	167.45	3990730-4020010 M6/21	29280	754.88
06/30/21	LINE RPLC	OTH	1.00	1.00			755.88
06/30/21	STR MAINT	GAS	2.00	2.00			757.88
06/30/21	PUBL SAFETY	SAN	10.00	10.00			767.88
07/14/21	MISC - PDN	MSC	10.00	10.00	U-DISCONNECT NOTI		777.88
07/19/21	MISC - PSO	MSC	10.00	10.00	U-SHUT OFF POSTIN		787.88
07/19/21	MISC - REC	MSC	75.00	75.00	U-DISCONNECTION F		862.88
07/19/21	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		867.88
07/19/21	PAYMENT	CHK	-600.00		599		267.88
07/31/21	WATER	WAT	241.51	241.51	4020010-4049740 M7/22	29730	509.39
07/31/21	SEWER	SEW	182.03	182.03	4020010-4049740 M7/22	29730	691.42
07/31/21	LINE RPLC	OTH	1.00	1.00			692.42
07/31/21	STR MAINT	GAS	2.00	2.00			694.42
07/31/21	PUBL SAFETY	SAN	10.00	10.00			704.42
08/11/21	MISC - PDN	MSC	10.00	10.00	U-DISCONNECT NOTI		714.42
08/16/21	MISC - REC	MSC	75.00	75.00	U-DISCONNECTION F		789.42
08/16/21	MISC - PSO	MSC	10.00	10.00	U-SHUT OFF POSTIN		799.42
08/17/21	PAYMENT	CHK	-799.42		626		0.00
08/31/21	WATER	WAT	196.60	196.60	4049740-4072550 M8/30	22810	196.60
08/31/21	SEWER	SEW	157.74	157.74	4049740-4072550 M8/30	22810	354.34
08/31/21	LINE RPLC	OTH	1.00	1.00			355.34
08/31/21	STR MAINT	GAS	2.00	2.00			357.34
08/31/21	PUBL SAFETY	SAN	10.00	10.00			367.34
09/22/21	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		372.34
09/30/21	WATER	WAT	109.89	109.89	4072550-4082000 M9/27	9450	482.23
09/30/21	SEWER	SEW	110.85	110.85	4072550-4082000 M9/27	9450	593.08
09/30/21	LINE RPLC	OTH	1.00	1.00			594.08
09/30/21	STR MAINT	GAS	2.00	2.00			596.08
09/30/21	PUBL SAFETY	SAN	10.00	10.00			606.08
10/13/21	MISC - PDN	MSC	10.00	10.00	U-DISCONNECT NOTI		616.08
10/14/21	PAYMENT	CHK	-367.34		673		248.74
10/18/21	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		253.74
10/30/21	WATER	WAT	67.97	67.97	M10/20/2021 MC=80	2990	321.71
10/30/21	SEWER	SEW	88.17	88.17		2990	409.88
10/30/21	LINE RPLC	OTH	1.00	1.00			410.88
10/30/21	STR MAINT	GAS	2.00	2.00			412.88
10/30/21	PUBL SAFETY	SAN	10.00	10.00			422.88
11/15/21	MISC - PDN	MSC	10.00*	10.00	U-DISCONNECT NOTI		432.88
11/18/21	MISC - REC	MSC	75.00*	28.92	U-DISCONNECTION F		507.88
11/18/21	MISC - PSO	MSC	10.00*		U-SHUT OFF POSTIN		517.88
11/18/21	ADJUSTMENT	LTF	5.00	5.00	LATE CHARGE		522.88
11/18/21	ADJUSTMENT	WAT	-155.60		*LEAK ADJUSTMENT		367.28
11/18/21	ADJUSTMENT	SEW	155.60		LEAK ADJUSTMENT		522.88
11/18/21	ADJUSTMENT	SEW	-155.60		*APPLIED WRONG		367.28

59,010

leak adj. credit for $311.20 total

BY: NJ

Customer History Report
Select Customer By: Account Range: From 102539 To 102539
Status: All Accounts
Transaction Types:

Date	Type	Cls	Amount	Applied	Reference	Usage	Balance
Account: 102539 POYNTER, ROBERT Location: 01-01400 510 S. TRADE							
11/18/21	ADJUSTMENT	SEW	-155.60		LEAK ADJUSTMENT		211.68
	ENDING BAL						211.68

* Denotes an unposted transaction.
<< End of Customer History Report: 4 Page(s) >>

Credited Customer per policy for 2 highest months for June & July. Which was a total of $311.20

Customer wants help with April, May & August months.

That total would be

W: 62,120 - 23,510 = 38,970 x .00649 = $252.93

S: 62,120 - 23,510 = 38,970 x .0035 = 136.78

total $389.70

RUN DATE: 11/23/2021

CITY OF AMITY
CUSTOMER NOTES REPORT
ACCOUNT #: 102539

PAGE NO: 1
BY: NJ

ACCOUNT #: 102539
LOCATION #: 01-01400
NAME: ROBERT POYNTER
ADDRESS: 510 S. TRADE
PHONE #: 971-901-2174

NOTES: - Sent letter in Nov after being shut off.

10/18/21 sent letter to customer and waiting for signed letter before apply to account...cw
8/17/21 spoke to customer again regarding leak, he is trying to fix it and will let us know when he does. explained the policy again....nj
7/19/21 Brandon came in and said leaky faucet. waiting on owner to fix leak. I told him to have owner send in document not able to fix it yet and take to council to see if credit more then two months...nj
4-28-21Hung notice of high water usage.~cw
10/23/19 Hung high water notice..al
11/3/19 bill returned, not deliverable..al
11/21/19 Meter needs to be checked if spinning. Per Mike toilets need to be checked if they are running. PW stated that meter not spinning. Per GB and CP @ 2:43pm..al
12/6/19 mail returned not deliverable as addressed..al
1/13/20 mail returned not deliverable as addressed..al
06/26/20 high wtr usage, had pw hang ntc..nj
10/6/20 having pw check the to make sure all is fixed with leak..al
10/6/20 meter is not longer spinning..al

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

AGENDA ITEM

Subject: Funding of new DIG banners with Tourism money
Date: December 1, 2021
Origin: Eve Silverman, Amity DIG & Mike Thomas, City Administrator
Action Requested: Approve Funding

Background:

Amity Downtown Improvement Group is seeking to replace some of the banners celebrating our annual Daffodil Festival. They would like to request the funding come from the Tourism budget. A DIG representative would like to provide the details of the purchase request to Council. Although, here are their initial comments.

"At our last DIG meeting we discussed having new daffodil banners installed for the period after the holiday banners come down and until the high school graduates' banners are put up. We will also request funds from the tourism committee for that purpose and are doing our research regarding costs, styles, and number before we make a formal request."

Since the Tourism Committee is disbanded the City Council must now vote and approve tourism measures that would previously been heard/approved by the Committee. As this is an obligation of City funds, it requires a vote of Council and thus, we're including it as an agenda item and not incorporating it in the citizens' comments portion of the agenda.

With over $10,000 in funding available, the City Administrator recommends the purchase of these new banners in support of DIG.

Exhibits: None.

Staff recommends the following options:

I move to approve the purchasing of new DIG banners with Tourism Funds, in the amount of $2,500.

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

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AGENDA ITEM

Subject: Resolution Accepting Business Oregon Financing
Date: December 1, 2021
Origin: Mayor Rachel King & Mike Thomas, City Administrator
Action Requested: Approve Resolution 2021-14

Background:

The City of Amity has previously contracted with Oregon Business Development Department (OBDD), to obtain funding for the Salt Creek Bridge construction project.

The City required additional funding from (OBDD) these documents will enter the City and OBDD into an arrangement whereby they will provide the necessary funding.

Exhibits: Exhibit A – Amendment 2, Oregon Business Development Dept
Exhibit B – Resolution 2021-14

Staff recommends the following options:

I move to approve Resolution 2021-14.

Amendment Number 2

Project Name: Water Transmission Main Relocation

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Amity ("Recipient"), and amends the Financing Contract, Project Number S20014 (as amended, "Contract"). Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to increase the award amount, revise the contract project description and revise the contract budget due to design changes and temporary relocation of the water transmission line to accommodate bridge reconstruction work.

The parties agree as follows:

1. Amend Section 1, "Key Terms of the Contract", as follows (deletion in ~~strikethrough~~; addition in double underline):

   "Estimated Project Cost" means ~~$600,000~~ $1,200,000

   "Section 2A. Loan Amount" means ~~$347,160~~ $947,160

2. Amend and replace Exhibit C (inadvertently referenced as Exhibit B in Amendment Number 1), "Project Description", of the Contract in its entirety as follows:

   Recipient's sole drinking water transmission line is attached to Salt Creek Bridge ("Bridge") on State Highway 153. The Oregon Department of Transportation ("ODOT") notified Recipient that the Bridge will undergo reconstruction and the transmission line must be relocated for the repairs to take place.

   The Recipient, with the help of a professional engineer licensed in the state of Oregon, shall:

   - Remove the existing water transmission line from the Bridge in coordination with ODOT prior to ODOT's planned 2022 Bridge reconstruction.

   - Temporarily suspend approximately 900 linear feet of 12-inch water transmission over the Salt Creek structure, until ODOT completes the reconstruction of the main bridge.

   - Reattach the water transmission line permanently to the reconstructed main bridge.

3. Amend and replace Exhibit D, "Project Budget", of the Contract in its entirety as follows:

	OBDD Funds	**Other / Matching Funds**
Activity	Approved Budget	Approved Budget
Planning	$34,886	$0
Design / Engineering	$79,000	0
Construction	$960,000	0
Construction Contingency	$89,114	0

Labor Standards	$5,000	0
Environmental Review	$10,000	0
Project Management	$15,000	0
Legal Fees	$5,000	0
Permitting and Regulatory Fees	$2,000	0
Total	$1,200,000	$0

4. Amend Exhibit E, "Information Required by 2 CFR§ 200.331(a)(1)", of the Contract as follows (deletion in strikethrough; addition in double underline):

   (vi) Total Amount of Federal Funds Obligated by this Contract: $~~600,000~~ 1,200,000

   (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: $~~600,000~~ $1,200,000

   (xi) CFDA Number and Name: 66.468 Safe Drinking Water State Revolving Fund Amount: $~~600,000~~ $1,200,000

OBDD will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

(i) this amendment duly executed by an authorized officer of the Recipient; and

(ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

SIGNATURE PAGE FOLLOWS

Except as specifically provided above, this amendment does not modify the Agreements, and the Agreements shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.

STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Oregon Business Development Department

By: _____
Chris Cummings, Assistant Director
Economic Development

Date: _____

CITY OF AMITY

By: _____
The Honorable Rachel King,
Mayor of Amity

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 02 November 2021
Wendy Johnson, Senior Assistant Attorney General

RESOLUTION NUMBER 2021-14

A RESOLUTION OF THE CITY OF AMITY AUTHORIZING A LOAN FROM THE SAFE DRINKING WATER REVOLVING LOAN FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

WHEREAS, The City Council (the "Governing Body") of the City of Amity (the "Recipient") finds:

A. The Recipient is a community or nonprofit non-community water system as defined in Oregon Administrative Rule 123-049-0010.

B. The Safe Drinking Water Act Amendments of 1996, Pub.L. 104-182, as amended (the "Act"), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund.

C. The Recipient previously entered a Financing Contract with the OBDD for Project Number S20014, in the principal amount of $465,680 with $247,840 eligible for principal forgiveness, effective May 18, 2020; and subsequently Amendment No. 1 in the principal amount of $600,000 with $252,840 eligible for principal forgiveness, effective May 21, 2021.

D. The OBDD has approved the Recipient's request for additional financial assistance from the Safe Drinking Water Revolving Loan Fund.

E. The Recipient is required, as a prerequisite to the receipt of additional financial assistance from the OBDD, to enter Amendment No. 2 to the Financing Contract with the OBDD.

F. Notice relating to the Recipient's consideration of the adoption of this Resolution was published in full accordance with the Recipient's charter and laws for public notification.

NOW THEREFORE, THE CITY OF AMITY RESOLVES:

Section 1. Financing Loan Authorized. The Governing Body authorizes the City Administrator to execute the Financing Contract (the "Financing Documents") and such other documents as may be required to obtain financial assistance including a loan from the OBDD on the condition that the principal amount of the loan from the OBDD to the Recipient is not more than $947,160 with $252,840 eligible for principal forgiveness if contract conditions are met and the interest rate is not more than 1.00% if contract conditions are met (and 2.20% if not met). The proceeds of the loan from the OBDD must be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

Section 2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:

(a) Revenue from Recipient's water system, including special assessment revenue;
(b) Amounts withheld under subsection 285A.213(6);
(c) The general fund of the Recipient;
(d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or
(e) Any other source.

Section 3. Additional Documents. The [Title of Officer] is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the OBDD for the Project pursuant to the Financing Documents.

Section 4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The [name of officer] of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or their bond counsel to protect the tax-exempt status of such interest.

APPROVED BY the City Council of Amity, Oregon this ____ day of _____, 20___.

_____
Rachel King, Mayor

ATTEST:

_____
Natasha Johnson, City Recorder

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

AGENDA ITEM

Subject: Recology Annual Rate Review
Date: December 1, 2021
Origin: Dave Larmouth, Recology & Mike Thomas, City Administrator
Action Requested: New Franchise Agreement

Background:
The City's franchise agreement with Recology requires it to annually submit a rate review report to the city and authorize an annual increase. On 7/1/2021, Dave Larmouth of Recology addressed the proposed 7/1/2021 rate adjustment. During the meeting and presentation we determined that we required a new Franchise Agreement. The process was slow, but we accomplished it.

Mayor King mentioned in passing that she wanted to complete the agreement before the end of the year. We've met that requirement.

Exhibits:
Exhibit A – Cover Letter from Recology
Exhibit B – Amendment #1
Exhibit C – Franchise Agreement (incorporates Amend. #1)
Exhibit D – New Rates

Staff recommends the following:
I move to accept the new franchise agreement with Recology to include the new rate increases.

Recology
Western Oregon
WASTE ZERO

Mr. Michael Thomas
City Manager
City of Amity
P.O. Box 159
Amity, OR 97101

November 23, 2021

Dear Michael:

In response to our recent conversations about updating certain aspects of our franchise agreement for solid waste collection services, please find enclosed the following documents:

1. Proposed Franchise Amendment with notes from our corporate legal team.
2. Updated Rate Sheets showing an increase of 6.50% for most rates, with the following notes:
    a. Some rates are fees that do not typically change from year to year.
    b. Some rates are tied to the disposal rates we pay for certain items (medical waste, tires, etc.) and only change when there is a change in those rates.
    c. We did not propose a change the debris box ton rate for trash disposal. We are continuing to review the impacts the closure of Riverbend Landfill has had on this aspect of our business.

We appreciate the opportunity to provide these essential services to our neighbors in Amity. We take this obligation seriously, and we are committed to keeping our operations running as expected during these difficult times. We are hopeful we will see a return to normal operations during 2022. In the interim, we will continue to work with customers by offering extended payment plans and flexible terms. We have received sporadic reports of poor call quality and extended haul times. To address these issues, we recently installed a new phone system that should perform better going forward. As an alternative, we encourage customers to contact us by email at rwoinfo@recology.com. We look forward to attending an upcoming council meeting to discuss these matters or other issues you feel are relevant.

Please let us know if you have any questions or need any additional information. You can reach our Rate Analyst Dave Larmouth at 503-437-0103 or dlarmouth@recology.com. You can find me at 503-474-4839 or cpeters@recology.com.

Respectfully,

Carl Peters
General Manager

AMENDMENT #1 TO SOLID WASTE COLLECTION FRANCHISE

This Amendment #1 to Solid Waste Collection Franchise (this "Amendment") is entered into as of January 1, 2022 between the City of Amity, Oregon ("City"), and Recology Western Oregon, Inc., an Oregon corporation ("Franchisee")

WHEREAS, City and Franchisee are parties to a Solid Waste Collection Franchise dated May 12, 1999 (the "Agreement") and wish to amend the Agreement as specified herein.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment and all amendments described herein shall take effect [January 1, 2022].

2. Exhibit A (Approved Rate Schedule), Exhibit B (Collection Service Standards), and Exhibit C (Three-Factor Allocation Method) of the Agreement are hereby deleted and replaced in their entirety with Exhibits A, B and C to this Amendment, respectively.

3. The term "Solid Waste" shall have the meaning given to it in ORS 459.005(24).

4. Article III (Franchise Term) is hereby amended to read as follows:

> "Section 3. Except as may be extended by agreement of the parties, the rights and privileges granted herein shall be in full force and effect through December 31, 2027; provided however, that commencing January 1, 2023 and each January 1 thereafter (the "anniversary date"), this Franchise term shall be automatically extended one (1) additional year unless the City or Franchisee, each in its sole discretion, provides written notice to the other party that it elects not to approve such annual extension. Written notice of a party's election not to approve an annual extension shall be delivered to the other party at least thirty (30) days prior to the next applicable anniversary date."

5. Article IV (Franchise Administration Fee) is hereby amended to read as follows:

> "Section 4. As consideration for the granting of this Franchise and to reimburse the City for the administration thereof, Franchisee shall collect and pay to the City quarterly a fee equal to five percent (5%) of Gross Revenue."

6. Article V (Franchisee's Responsibilities) is hereby amended to add a new Section 5.1(g), to read as follows:

> "(g) Franchisee shall deliver Solid Waste collected by Franchisee which is intended for disposal as trash to the McMinnville Transfer Station, currently located at 2200 NE Orchard Avenue in McMinnville, Oregon. Such material shall be re-loaded and delivered to a disposal site which is permitted to accept Solid Waste. Unless approved in advance by City, at no time shall Franchisee or its affiliates deliver Solid Waste collected under this agreement to Riverbend Landfill, located at 13469 SW Highway 18 near McMinnville, Oregon."

7. Article VI (Rates and Compensation), Section 6(g)(1) is hereby amended to read as follows:

"Commencing on June 1, 2022 and on June 1 of each year thereafter (the Adjustment Date) throughout the term of the Franchise, the rates shall be adjusted in a percentage amount equal to the percent change in the Consumer Price Index for all Urban Consumers for All Items, for the Western region of the United States, and for the B/C population classification (also known as the CPI-U, West B/C) published by the Bureau of Labor Statistics (the Index) that occurred between the months of May and April of the previous year and the months of May and April of the current year provided however, that the adjustment shall not exceed 4 percent in any year. The adjusted rates shall become effective on each July 1, thirty days following the Adjustment Date. References herein to "CPI-W (Portland)" or the "West-C Index" or the "Index for Urban Consumers for West-C" shall be deemed to refer to the Index."

8. Article VI (Rates and Compensation), Section 6(j) is hereby amended to add the following sentence at the end of the paragraph:

"There shall not be more than one (1) midyear adjustment per calendar year pursuant to this Section 6(j)."

9. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern. Unless the context otherwise requires, all references in this Amendment to sections refer to sections of the Agreement. This Amendment may be executed in counterparts and by electronic signature (e.g. DocuSign).

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

City of Amity	Recology Western Oregon, Inc.
By:_____	By:_____
Name:_____	Name: Salvatore M. Coniglio
Its:_____	Its: CEO

EXHIBIT A

APPROVED RATE SCHEDULE EFFECTIVE [JANUARY 1, 2022]

(see attached)

EXHIBIT B

SOLID WASTE AND RECYCLING COLLECTION SERVICE STANDARDS

1) Days and Hours of Collection. Franchisee shall make Collections (Monday through Friday) for commercial accounts with special arrangements necessary for weekends and Holidays (Christmas and Thanksgiving), and once weekly (Monday through Friday) in all residential areas with special arrangements for Christmas and Thanksgiving. Changes in collection schedule and services may be approved by the City, including the provision of less than weekly service options. Collection of Solid Waste must occur between 7:00 AM and 5:00 PM. Franchisee will promptly resolve any issues of noise to the reasonable satisfaction of the City.

2) Residential Collection Services. The Franchisee shall offer Collection services by subscription for all Solid Waste and Recycling generated from residential customers within the Franchise Area. The Collection services offered by the Franchisee to its residential customers shall include the services described in this Section.

   a) Solid Waste Collection from Single Family Residences. Residential Solid Waste from a single family residence shall be considered properly set out or placed for Collection when placed in a leak proof vessel provided by and/or acceptable to Franchisee.

      i) To qualify as "curbside service", container must be placed in a visible and accessible location not more than four feet from the curb or edge of the street (and away from other objects that could interfere with collection, such as mailboxes, telephone poles, basketball hoops, vehicles, etc.) or such other location as may be specified by the Franchisee that constitutes the Franchisee's regular residential route for such residence.

      ii) Sideyard collection must be within forty (40) feet of the roadside where collection is designated (the point where the container would be placed for curbside service). Franchisee shall not be required to go more than forty (40) feet without special arrangement between Franchisee and customer. Any residential Solid Waste set out for collection in accordance with the foregoing requirements is herein referred to as "Delivered for Collection."

   b) The Franchisee shall provide regularly scheduled Collection of Solid Waste along scheduled routes in all residential districts within the Franchise Area.

   c) The Franchisee shall not be required to go into garages or other buildings to make pick-ups at residences nor shall the Franchisee be required to go into closed areas, through enclosed gates, lift containers out of enclosures, or go up or down stairs to make pick-ups unless specific arrangements for such pick-up are made between the customer and the Franchisee.

3) Solid Waste Collection from Multi-Family Residential Buildings. Multifamily residential Solid Waste shall be considered properly Delivered when placed in a Franchisee provided or approved vessel or vessels, which may be cans, roll carts or stationary or movable containers, compactors or debris boxes, or any combination thereof, as scheduled by the Franchisee with each multi-family residential customer, in a location accessible to the Franchisee's Collection vehicles.

4) Multi-Family Service for Solid Waste. The Franchisee shall offer regular scheduled Collection of Solid Waste by subscription for all multi-family residential buildings within the Franchise Area. The Franchisee shall not be required to go into any garages or other buildings to make a pick-up at a multi-family residence, nor shall the Franchisee be required to go into closed areas, through closed gates, lift containers out of enclosures, or go up or down stairs to make a pick-up unless specific arrangements for such pick-up are made between the customer and the Franchisee.

5) Collection of Non Conforming Delivery of Solid Waste and Recyclable Materials.

   a) The Franchisee shall not be obligated to collect any waste that does not constitute Solid Waste, or to collect Solid Waste or Recyclable Materials that are improperly delivered by a residential Customer. The Franchisee may, in its sole discretion, proceed to collect improperly Delivered Solid Waste or Recyclable Materials and to charge the Customer such special charges as have been approved by the City to compensate Franchisee for its increased costs.

   b) When the Franchisee refuses to collect waste which is not Solid Waste or to collect improperly Delivered Solid Waste or Recyclable Materials, the Franchisee may leave a written notice on which the Franchisee has provided its phone number and indicated the reasons for its refusal to collect the waste that does not constitute Solid Waste or the improperly Delivered Solid Waste or Recyclable Materials. In lieu of a written notice, the Franchisee, may, at its own discretion, elect to contact customers by telephone or other appropriate means to relay the necessary information.

6) Collection on Private Streets/Roads. For collection to be made at curbside on a private street/road, the street or road must meet the Franchisee's standards regarding clearance, composition, grade and condition.

   a) Nothing in this section is intended to prevent Franchisee from refusing to provide service on a private street/road if there are unresolved safety issues that present undue risk to Franchisee's equipment or personnel.

   b) Franchisee shall not be liable for damage to private streets or roads attributable to normal wear and tear.

   c) Franchisee may require owner(s) of private streets/roads to sign an agreement indemnifying Franchisee against damage to the private street or road prior to providing collection services.

   d) To receive service on such private streets/roads, the Customer must have their address on the private street/road.

7) In-Ground Cans. The Franchisee is not required to remove a garbage can from an in ground or sunken location. Any Customer who wishes service at such a location shall be responsible for placement of the can, with lid, above ground.

8) Ingress and Egress. Franchisee shall not be required to pass through any doors or gate(s), cross flower beds, go through hedges, cross open lawns, or place Franchisee personnel in a situation which would jeopardize their health and safety.

9) Location of Empty Cans/Carts/Containers/Bins. The Franchisee shall return any emptied can(s), cart(s), or container(s) to the Point of Collection, or for sideyard service, the identified storage location. The Franchisee is responsible to close any can/cart or container as securely as possible to prevent the lid blowing away or rain getting into the can/cart or container. For curbside service, the Customer shall be directed not to leave cans or carts at the point of collection for more than 24 hours past the collection day.

10) Overweight Vessels. The Franchisee is not required to service an overweight can/cart or container (see Figure "A" below). If collection is refused, a written notice may be left describing the problem, and requesting that the Customer place the material in more than one container and describing pickup options. The notice must contain the Franchisee's name and phone number. The Franchisee shall keep a record of non-collections for overweight containers and supply the same to the City upon request. In lieu of a written notice, the Franchisee, may, at its own discretion, elect to contact customers by telephone or other appropriate means to relay the necessary information.

    a) Figure "A" - Solid Waste Can, Cart, and Container Capacity

    Maximum weights include container and contents:

CONTAINER SIZE / TYPE	MAXIMUM WEIGHT INCLUDING CONTAINER
User-provided Cans up to and including 20 gallons	35 Lbs
User-provided Cans over 20 gallons, up to and including 32 gallons	60 Lbs
Franchisee provided roll carts of 32-40 gallons	75 Lbs
Franchisee provided roll carts over 40, up to and including 60 gallons	105 Lbs
Franchisee provided roll carts over 60, up to and including 90 gallons	145 Lbs

11) Commercial and Industrial Collection Services. The Franchisee shall offer Collection services by subscription for all Solid Waste and Recycling generated from commercial or industrial premises within the Franchise Area. The Collection services offered by the Franchisee to its commercial and industrial customers shall include the services described in this Section.

a) Solid Waste. The Franchisee shall offer Collection of Solid Waste delivered to a Franchisee approved commercial can, roll cart, container, compactor or debris box for Collection as scheduled with the Customer.

b) Collection of Improperly Delivered Solid Waste. The Franchisee shall not be obligated to collect any waste that does not constitute Solid Waste, or to collect Solid Waste that is improperly delivered by a commercial or industrial Customer. The Franchisee may, in its sole discretion, proceed to collect improperly Delivered Solid Waste and to charge the Customer such special charges as have been approved by the City to compensate Franchisee for the increased costs.

12) Container Access Standards. All container locations shall provide for direct and unobstructed access by Franchisee's equipment and personnel. Any enclosure, pad, or prepared surface to be used for solid waste container placement must meet Franchisee's minimum requirements. Franchisee shall make these standards available to customers upon request. Franchisee shall not be required to place a container in a location which poses an undue risk to Franchisee's equipment or personnel, private or public property or public safety.

13) Recycling Services. Except as specifically permitted elsewhere in the Franchise Agreement, the Franchisee shall be the sole provider of recycling collection services within the City boundaries. Materials accepted, equipment provided, collection standards, and frequency shall be at the discretion of the Franchisee within the guidelines of ORS 459. Franchisee reserves the right to refuse to provide recycling services to individual customers in certain special circumstances, including locations without adequate access or clearance, failure to comply with Franchisee's preparation guidelines, and non-payment for solid waste collection services. If requested by Franchisee, collection service shall be limited to those areas of the City that the franchisee asserts it can reasonably provide said services. Standards for commercial customers shall be determined at the sole discretion of the Franchisee based on the needs of each commercial customer. Franchisee shall only be required to provide recycling collection service to persons who subscribe for Solid Waste collection service.

14) Additional Services. At City's request, and subject to the following, Franchisee shall provide any other non-exclusive solid waste collection services not granted by this Franchise ("New Services") upon receiving a written request from City and subject to establishment of an appropriate rate for such New Service. Nothing herein shall prevent or in any way restrict any single family residential customer or any commercial or industrial customer from choosing other Collection services offered by the Franchisee or prevent or restrict the Franchisee from offering other Collection services not described herein that are approved by City.

15) Collection Standards:

a) Care of Private Property. Reasonable care shall be used by Franchisee's employees in handling all collection containers and enclosures. Except for normal wear and tear, Franchisee shall pay for the cost of repair of damage to private property caused by the actions or negligence of its employees. City shall refer issues about damage to private property to Franchisee.

b) Noise. All Solid Waste Collection operations shall be conducted as quietly as possible, and shall conform to applicable City noise regulations. Franchisee will promptly resolve any issues of noise to the satisfaction of City.

c) Minimization of Spills. Franchisee shall use due care to prevent Solid Waste from being spilled or scattered during Collection. If any Solid Waste is spilled during any phase of Collection, Franchisee shall promptly clean up all spilled materials.

d) Clean-Up. During Collection, where Solid Waste is delivered, Franchisee shall clean up litter spilled by Franchisee in the immediate vicinity. Franchisee shall discuss instances of repeated spillage not caused by it directly with the customer responsible. City shall attempt to rectify such situations with the customer if Franchisee has already attempted to do so without success.

e) Covering of Loads. No material shall be transported by Franchisee to the Disposal Site or any other Solid Waste Management Facility in vehicle hoppers. Franchisee shall cover all debris boxes and compactor-tube openings during transport to the Disposal Site.

f) Fuel, Oil or Other Vehicle Fluid Spills. Franchisee is responsible for the immediate clean-up of all fuel, oil, or vehicle fluid spills which result from Franchisee's vehicles. All vehicles must carry an acceptable absorbent material to use in the event of spills. Repair for structural damage caused by fuel, oil, or other vehicle fluid spills from Franchisee's vehicles or equipment shall be at Franchisee's expense.

16) Public/Customer Service and Accessibility for Solid Waste Collection.

a) Office and Operational Facility. Franchisee shall provide a business office and maintain an operational facility in Yamhill County for purposes of carrying out its obligations under this Agreement.

b) Office Hours. The Franchisee's office shall be open to the public Monday through Friday. The office may be closed on Saturdays and Sundays and those holidays on which the offices of the City are closed. A representative of the Franchisee shall be available at the Franchisee's local office during office hours to communicate with the public.

c) Telephone. Franchisee shall be available by phone Monday through Friday, and have available service representatives sufficient to reasonably handle in a timely manner calls from customers. Franchisee shall provide a message service for off-hours.

d) Change in Collection Operations/Administration or Schedule. In the event of changes to the Collection schedule the Franchisee must notify all affected customers in writing at least (14) days prior to any change in the day on which Solid Waste or Recycling Collection occurs. The Franchisee will not permit any customer subscribing to weekly service to go more than eight (8) days without service in connection with a Collection schedule change. This notification does not extend to the franchisee's holiday service schedule, or changes in service due to weather, equipment breakdown, construction, or other temporary conditions.

e) Service Issues. Franchisee agrees to maintain documentation of all oral and written service issues registered with Franchisee from customers within City. Franchisee shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer issues. Franchisee shall document all written and oral issues, noting the name and address of complainant, date and time of issue, nature of issue, and nature and date of resolution. Such records shall be kept so that they may be inspected by representatives of City upon request.

17) Maintenance of Equipment.

a) Vehicles. The Franchisee shall provide a fleet of Collection vehicles and equipment sufficient in number and capacity to efficiently perform the work required by this Agreement and shall maintain all such vehicles and equipment in good order and repair. The Franchisee shall have available sufficient back-up vehicles and equipment and qualified operators for each type of Collection vehicle used to respond to normal issues and emergencies.

b) Specifications. All vehicles used by Franchisee in providing Solid Waste Collection services shall be registered with the Oregon Department of Motor Vehicles and shall meet or exceed all applicable legal standards. Franchisee agrees to maintain all of its Collection vehicles in compliance with the provisions of the Oregon Vehicle Code and the Public Utility Commission rules and regulations governing weight of trucks.

c) Vehicle Identification. Franchisee's name, telephone number, and a unique vehicle identification number designed by Franchisee for each vehicle shall be prominently displayed on all vehicles. Franchisee shall not place City's logo on its vehicles.

d) Cleaning and Maintenance. Franchisee shall maintain all of its properties, facilities and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times. All graffiti shall be removed immediately.

e) Inspection. City may inspect vehicles at any time to determine compliance with requirements.

f) Maintenance and Repairs. Franchisee shall keep accurate records of all vehicle maintenance and repairs, recorded according to federal motor carrier regulations.

g) Inventory. Franchisee shall furnish sufficient vehicles to provide all service required under this Agreement, including backup Collection vehicles. Franchisee shall maintain a written inventory of all vehicles ("Vehicle Inventory List"), including Collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type, and capacity.

h) Storage. Franchisee shall arrange to store all vehicles and other equipment in safe and secure locations in accordance with applicable zoning regulations.

i) Operation. All vehicles shall be operated in compliance with the Oregon Vehicle Code and all applicable safety and local ordinances. The Franchisee shall not load vehicles in excess

of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.

18) Solid Waste Storage Vessels.

a) Single Family Residential. The standard size customer-provided cans for residential services shall not exceed 32 gallons unless otherwise agreed to by the Franchisee. The combined weight of the can and contents shall be of a weight not to exceed 60 pounds, (see Figure "A") which meets standards allowed by OR-OSHA. Franchisee shall affix to every metal or plastic refuse can which no longer holds Solid Waste without spilling or leaking, a written notice advising that such can is unsuitable for properly delivering Solid Waste for Collection. In lieu of a written notice, the Franchisee, may, at its own discretion, elect to contact customers by telephone or other appropriate means to relay the necessary information. All perishable cartons, boxes and other perishable containers, and all paper and plastic garbage bags, used to contain Solid Waste will be disposed of along with their contents.

b) Other than Single Family Residential.

iii) The Franchisee shall make available for rental to multi -family residences and commercial and industrial customers, containers and drop boxes for the Delivery of Solid Waste at rates approved by City.

iv) Containers shall be designed and constructed to be water-tight and prevent the leakage of liquids.

v) All containers with a capacity of one cubic yard or more shall meet applicable federal regulations on Solid Waste container safety.

vi) Except in the case of specialty equipment required to meet a specific customer's needs, all containers and drop boxes used for the collection of solid waste shall be provided by the Franchisee. Prior to installation, any specialty equipment must be reviewed by Franchisee to ensure its compatibility with Franchisee's equipment and rate structure.

vii) All containers or drop boxes provided by the Franchisee shall prominently display the name and telephone number of the Franchisee.

viii) Provisions to lock containers shall be provided at customer request, with the cost being paid by the customer at rates approved by City.

ix) If a customer cannot be serviced from a parking lot, a charge will be made for pulling the container more than 10 feet for collection.

c) Cleaning, Painting, Maintenance. All Franchisee provided containers shall be maintained by the Franchisee in a functional condition and neat and clean appearance. The Franchisee shall periodically steam clean, repair and paint all commercial front-load containers, other than containers provided by Customers. The Franchisee shall be entitled to charge its

customers for such cleaning, if required by the customer in addition to regular scheduled maintenance in accordance with the rates set forth for such services.

d) Care of Containers. Containers provided by Franchisee are under the care and custody of the customer, and Franchisee shall not be responsible for damages to containers, outside of normal wear and tear, caused by acts of negligence, vandalism or carelessness by any parties except for employees of Franchisee.

19) Personnel. Franchisee shall furnish such qualified drivers, collectors, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner and in conformance with generally accepted standards prevailing at the time for similar services.

20) Driver Qualifications.

a) Valid License/Endorsements. All drivers shall be trained and qualified in the operation of Collection vehicles and must have in effect a valid license, of the appropriate class with appropriate endorsements, issued by the Oregon Department of Motor Vehicles.

b) Safety Training. The Franchisee shall provide suitable operational and safety training for all of its employees who maintain, utilize, or operate vehicles, equipment, or facilities for Collection of Solid Waste or who are otherwise directly involved in such Collection. The Franchisee shall train its employees involved in Solid Waste Collection to identify, and not to collect, Hazardous Waste or Infectious Waste. Employees who do handle Hazardous Waste and Infectious Waste as part of their regular duties shall be properly trained.

c) Employee Appearance and Conduct. The Franchisee shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Franchisee shall require its drivers, and all other employees who come into contact with the public, to wear suitable and acceptable attire which identifies the Franchisee. The Franchisee shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, the Franchisee shall take all appropriate corrective measures.

d) No Gratuities. Franchisee shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from its Customers for the Collection of Solid Waste under this Agreement.

e) Provision of Field Supervision. Franchisee shall provide adequate supervision of field operations. The field supervisor will devote an adequate portion of his/her time in the field checking on Collection operations, including responding to issues.

21) Non-Discrimination. Franchisee shall not discriminate in the provision of service or the employment of persons engaged in performance of this Agreement on account of race, religious creed, color, national origin, disability, marital status, age or sex of such persons or as otherwise prohibited by law.

EXHIBIT C

THREE FACTOR ALLOCATION METHOD

In order to allocate common expenses incurred in the provision of refuse collection services between service types and service areas, a three factor allocation method will be used. The majority of expenses in providing refuse collection are in Labor, Disposal, and Vehicle expenses. On average, these expenses represent 70 to 85 percent of the total costs of operating. The Franchisee could operate separately in each jurisdiction, and keep detailed cost accounting records of all expenses incurred on a Franchise Area and service type basis. However, it is the desire of the City to have the Franchisee perform collection services and maintain records in a more cost-effective manner. Franchisee's costs will be allocated as follows:

Cost Category	Allocation Factor	Data Collection
Labor costs (including wages, benefits, workers compensation, etc.) Vehicle costs (including maintenance, fuel, depreciation)	Route/Truck hours	Route Trucks: Franchisee shall use a computerized tracking program that monitors and allocates route time by jurisdiction for each route. The average route time for each jurisdiction during the period under review will be used to calculate an annualized estimate of route labor hours. Debris Box Trucks: Time shall be tracked by ticket for each customer and jurisdiction. These average times will be applied to the number of hauls to calculate an annualized estimate of Debris Box Truck time. These two numbers (annualized estimated route labor hours and Debris Box Truck time) will be combined to calculate a total of tracked time, as well as the proportional allocation of this total for each jurisdiction. This number shall be applied to labor and vehicle costs.
Disposal, processing and transfer costs	Average material weights	Franchisee shall use a computerized tracking program that records weights for each trash load. These weights will then be applied to route list customer data to obtain relative weights per trash route for each jurisdiction. These relative weights will then be applied to the cost of disposal. Processing and transfer expenses shall be allocated in the same way by material or group of materials (e.g. trash, yard debris, mixed recycling, commercial cardboard, etc.)

General, administrative and management costs (including all costs not covered above)	Weighted customer counts	Residential counts shall be the average number of carts in service for each jurisdiction. Commercial counts shall be the average number of containers in service for each jurisdiction. Debris Box Counts shall be the number of hauls recorded for the period. Weighting shall be applied consistently across jurisdictions.

For services or expenses which are incurred in a single or in a subset of jurisdictions served by Franchisee, Franchisee will use its best efforts to fairly allocate or directly enter said expenses into the allocation model in a manner consistent with the method as described above.

SOLID WASTE COLLECTION FRANCHISE

This Solid Waste Collection Franchise (the "Franchise" or "Agreement") is entered into this _1st__ day of January, 2022, between the City of Amity (the "Franchisor" or "City") and Recology Western Oregon, Inc., an Oregon corporation (the "Franchisee").

RECITALS

A. WHEREAS, the efficient and orderly Collection of Solid Waste is an essential component of public safety and health. Balanced Solid Waste management planning must be maintained and developed so as to safeguard public health and insure the efficient and orderly collection and disposal of Solid Waste; and

B. WHEREAS, City has the authority within its jurisdiction to regulate the Collection of Solid Waste, including but not limited to, the right to franchise Solid Waste Collection and Disposal; and

C. WHEREAS, City, pursuant to Ordinance No. 482, is authorized to enter into a franchise with Franchisee for the collection of all Solid Waste generated within the City; and

D. WHEREAS, by Ordinance No. 482, the City granted to Franchisee a non-exclusive franchise to collect and dispose of solid waste and recyclable material within the City of Amity, Oregon. Such Franchise has lapsed and is amended in its entirety in accordance with this franchise; and

E. WHEREAS, the City and Franchisee agree that defined guidelines for rate setting, compensation, billing, service standards, and financial reporting would better serve the interests of the City and Franchisee.

NOW THEREFORE, the circumstances being set forth in the foregoing recitals, the City and Franchisee hereby agree to amend the existing Collection Franchise and extend its term through December 31, 2027.

ARTICLE I
DEFINITIONS

Section 1. For the purposes of this Franchise and the administration thereof, the following list of terms shall have the designated meanings as set forth herein:

Section 1.1. The definitions and terms utilized in this Franchise except where the same conflict with state statute or other specific provisions of this Franchise in which case state statute and specific franchise language shall control.

Section 1.2. Further definitions in this Franchise shall have the following meaning:

Affiliated Company

"Affiliated Company" shall mean the parent company of Franchisee or any subsidiary of such parent company or any company of which thirty percent (30%) or more of the common stock of control is owned or controlled by Franchisee or shareholder(s) of Franchisee who own or control thirty percent (30%) or more of the common stock of Franchisee which shares costs with the Franchisee with respect to the services provided under this Agreement. Examples of such shared costs include but are not limited to labor, equipment or administrative costs.

Allowable Expenses

“Allowable Expenses” shall mean those expenses set forth in Article VI.

City

"City" shall mean the City of Amity, its City Council or other authorized or designated representative.

City Council

"City Council" shall mean the City Council of the City of Amity in which the City's legislative powers are vested.

Collection or Collection Service

"Collection" or "Collection Service" shall mean all or any part of the activities involved in the collection of Solid Waste, or other material specified in this Agreement and its transportation to an appropriate Solid Waste Management Facility.

Customer

"Customers" shall mean those generators of Solid Waste in the City, to whom Franchisee provides Collection services under this Agreement or who are subject to the universal solid waste collection service requirement imposed by the City and who have not been refused service pursuant to the City Code.

DEQ

"DEQ" shall mean the Oregon State Department of Environmental Quality or any successor to such agency's functions or responsibilities.

Disposal

"Disposal" shall mean the final disposition of Solid Waste collected by the Franchisee at a permitted Solid Waste Handling Facility selected by Franchisee.

Disposal Costs

"Disposal Costs" for a given period shall mean the total paid by Franchisee for the Disposal of Solid Waste collected under this Agreement, including but not limited to, the cost of transfer, transport and Disposal.

Disposal Site

"Disposal Site" shall mean land and facilities approved and permitted by DEQ for the disposal, handling, treatment, management or transfer of Solid Waste, including but not limited to landfills, transfer stations, sludge lagoons, sludge treatment facilities, disposal sites for septic tank pumping or cesspool cleaning service, transfer stations, energy recovery facilities, composting plants; but the term does not include a facility authorized to store, treat or dispose of Hazardous Waste.

Effective Date

"Effective Date" shall mean January 1, 2022, the date on which this Agreement shall become effective and any prior agreement(s) concerning the collection of Solid Waste shall be amended or replaced.

Force Majeure

"Force Majeure" shall mean acts of God, fire, landslides, lightning, storms, floods, freezing, earthquakes, epidemics, volcanic eruptions, public riots, civil disturbances, strikes, lockout or other industrial disturbances, acts of the public enemy, wars, blockades, embargoes, or act of civil or military authority, explosions, governmental restraint, unavailability of a disposal site and any other event which could not with reasonable diligence be controlled or prevented by the party affected by the event.

Franchise

"Franchise" shall mean the rights granted to the Franchisee under the terms and conditions of this Agreement.

Franchise Area

"Franchise Area" shall mean: (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter be included within the City limits from time to time as a result of annexations.

Gross Revenue

"Gross Revenue" shall mean the gross receipts derived by the Franchisee from fees collected from Customers for services provided under this Agreement.

Hazardous Waste

"Hazardous Waste" shall have the meaning defined in ORS 466.005(7) (or any successor thereto) and/or Solid Waste that is required to be accompanied by a written manifest shipping document describing the waste as "hazardous waste" or "dangerous waste," pursuant to any state or federal law, including but not limited to, the Resource Conservation Recovery Act 42 U.S.C. § 6901 et seq., and the Hazardous Waste Management Act, Chapter 466 ORS, as amended, and the regulations promulgated thereunder. Hazardous Waste shall not include incidental Household Hazardous Waste or Small Quantity Generator Waste, which is commingled with Solid Waste.

Household Hazardous Waste

"Household Hazardous Waste" shall have the meaning assigned thereto in 40 CFR 261.5, or any successor provision thereto.

Medical and Infectious Waste

"Medical and Infectious Waste" shall have the meaning assigned thereto in ORS 459 and OAR 340-93-030(42) and (52), and any successor provisions thereto.

Operating Ratio

"Operating Ratio" shall mean Eighty Eight Percent (88%).

Pass-Through Expenses

"Pass-Through Expense" shall mean the approved Franchise Administration Fee described in Article IV.

Rate Category

"Rate Category" shall mean the specific rate the Franchisee is authorized to charge for a specific type or level of collection service as set forth in an Approved Rate Schedule approved by the City and amended from time to time pursuant to Section 6 of this Agreement.

Revenue Requirement

"Revenue Requirement" shall mean the sum of the quotient of Allowable Expenses divided by the Operating Ratio (expressed as a decimal) and Pass-Through Expenses.

Small Quantity Generator Waste

"Small Quantity Generator Waste" shall have the meaning assigned thereto in 40 CFR 261.5, or any successor provision thereto.

Solid Waste

"Solid Waste" shall be as defined in ORS 459.004 (24).

Solid Waste Management Facility

"Solid Waste Management Facility" shall mean any permitted facility designed to manage Solid Waste including but not limited to a Solid Waste transfer station, recyclable materials recovery or processing facility, composting facility, waste-to-energy facility, and landfill facilities.

Special Wastes

"Special Wastes" shall mean Solid Waste which is generated from an agricultural, industrial, commercial and/or manufacturing operation or process and collected through the use of a drop box or other specialized collection receptacle (other than a residential can, roll-cart or front load container) or which requires other special handling or extraordinary management.

Suspicious Waste

"Suspicious Waste" shall mean any waste set out for Collection which Franchisee reasonably believes to be Hazardous Waste, Medical and Infectious Waste, or other waste that may not legally be transported or disposed at a Disposal Site, or Solid Waste Management Facility or that Franchisee reasonably believes present a hazard to Franchisee's employees.

Term

"Term" shall mean the term of this Agreement, as provided for in, and as the same may be extended from time to time in accordance with Section 3 of this Agreement.

Waste Generator

"Waste Generator" shall mean the owner or occupant of premises, including the City, individuals, businesses and other entities, that generate Solid Waste in the Franchise Area.

ARTICLE II
EXCLUSIVE FRANCHISE

Section 2. Pursuant to the authority of ORS 459A.085 and Ordinance 482, the City grants this exclusive Franchise for the collection of all Solid Waste generated within the city limits of the City of Amity. It is expressly understood that all Solid Waste shall become the property of the Franchisee at the point of collection. The quality and character of the service to be provided hereunder shall be in accordance with the minimum requirements as set forth in the City Code and any other standards agreed to by the Franchisee and the City and set forth in **Exhibit "B**," attached hereto and made a part hereof by this reference.

ARTICLE III
FRANCHISE TERM

Section 3. Except as may be extended by agreement of the parties, the rights and privileges granted herein shall be in full force and effect through December 31, 2027; provided however, that commencing January 1, 2023 and each January 1 thereafter (the "anniversary date"), this Franchise term shall be automatically extended one (1) additional year unless the City or Franchisee, each in its sole discretion, provides written notice to the other party that it elects not to approve such annual extension. Written notice of a party's election not to approve an annual extension shall be delivered to the other party at least thirty (30) days prior to the next applicable anniversary date.

ARTICLE IV
FRANCHISE ADMINISTRATION FEE

Section 4. As consideration for the granting of this Franchise and to reimburse the City for the administration thereof, Franchisee shall collect and pay to the City quarterly a fee equal to five percent (5%) of Gross Revenue.

ARTICLE V
FRANCHISEE'S RESPONSIBILITIES

Section 5. Franchisee responsibilities shall include the following:

(a) The work to be done by Franchisee pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required as provided in **Exhibit "B"** attached hereto. Perform all such services in accordance with the requirements of the rules and regulations of the City and other applicable governmental agencies.

(b) Franchisee shall be obligated to collect all Solid Waste generated within the City of Amity subject to the terms and conditions of this Agreement; provided, that the rates charged by the Franchisee for the collection of Special Waste shall not be subject to regulation by the City.

(c) Franchisee shall hold City, including City officers, City agents and employees free and harmless from any claim for personal injury or damage, including any judgments, attorneys fees or defense costs which may result from any operations pursuant to this Franchise. Franchisee agrees to carry liability insurance covering the operations and premises upon which operations are conducted and to name City as an additional insured for the term of this Franchise. Minimum liability insurance coverage shall be $500,000.00 bodily injury to one person, $1,000,000.00 for injuries arising out of any one accident or incident and for not less than $250,000.00 for property damage for any one occurrence. The policy shall provide that it cannot be canceled without 30 days advance written notice to the City.

(d) Franchisee shall make payment of all claims, debts, expenses and wages for which Franchisee is responsible and to abide by all applicable laws, the City of Amity Municipal Code, and applicable rules and regulations which relate to the franchisee's duties and payment therefore.

(e) Franchisee shall perform all services and furnish all personnel, equipment and supplies necessary to timely bill and collect from all Customers, all rates and charges authorized pursuant to this Agreement and the City Code for Solid Waste

Collection Services.

(f) The work to be done by Franchisee pursuant to **Exhibit "B"** of this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within City are at all times provided litter free, reliable, courteous and high-quality Solid Waste Collection, and any specified Recycling services. City may require changes in existing services or the addition of new services and Franchisee shall comply, provided that if such changes result in substantial and significant increases in cost to the Franchisee that cause the Franchisee's Operating Ratio to rise above 91%, Franchisee shall have a right to apply for a special rate review and adjustment pursuant to Section 6(h) of this Agreement.

(g) Franchisee shall deliver Solid Waste collected by Franchisee which is intended for disposal as trash to the McMinnville Transfer Station, currently located at 2200 NE Orchard Avenue in McMinnville, Oregon. Such material shall be re-loaded and delivered to a disposal site which is permitted to accept Solid Waste. Unless approved in advance by City, at no time shall Franchisee or its affiliates deliver Solid Waste collected under this agreement to Riverbend Landfill, located at 13469 SW Highway 18 near McMinnville, Oregon.

Section 5.1. Franchisee may choose to exclude from its obligation of collection the following items:

(a) Hazardous Waste as defined herein or as determined by the City to be hazardous to equipment, service workers or to the public.

(b) Animal processing offal.

(c) Sewage sludge.

(d) Septic tank and cesspool pumpings or other sludge.

(d) Manure.

(e) Vegetable or animal solid and semi solid waste.

(f) Dead animals.

(g) Petroleum products.

ARTICLE VI
RATES AND COMPENSATION

Section 6. Determination of Rates.

(a) In consideration for its services hereunder, Franchisee shall be allowed to charge and collect those rates adopted each year in accordance with this section, the "Approved Rate Schedule" attached hereto as **Exhibit "A"**.

(b) The rates set shall be fixed at a level sufficient to produce a Revenue Requirement for Franchisee that is equal to the quotient of Allowable Expenses divided by the Operating Ratio (expressed as a decimal). For purposes of this section the rates shall include all monies collected by Franchisee for the services provided under this franchise, including, but not limited to, charges for collection of solid waste and recyclable materials, revenue from the sale of recycled material, disposal charges, surcharges, fees and taxes. Revenue shall also include any other monies received by Franchisee from any other entity as compensation for the services provided hereunder, allocated fairly and reasonably to the jurisdiction and customers receiving said services. For purposes of this section, expenses shall be allowable to the extent they are known and measurable, calculated in accordance with Generally Accepted Accounting Principles (GAAP), do not exceed the fair market value of like services, and are reasonably and prudently incurred by the Franchisee in the course of performing its obligations under this Franchise. Allowable expenses shall include but not be limited to the following:

1. The costs of complying with all laws, regulations or orders applicable to the obligations of Franchisee hereunder, as now or hereafter amended.

2. Disposal fees as increased by the Consumer Price Index for all Urban Consumers for All Items, for the Western region of the United States, and for the B/C population classification (also known as the CPI-U, West B/C) published by the Bureau of Labor Statistics. CPI-W (Portland). Disposal increases in excess of the CPI-U, West B/C as called for in the Disposal Agreement between the Franchisee and the Disposal Site will be considered allowable expenses with no application of the Operating Ratio.

3. Labor costs, including supervisory labor, associated with provision of services under the Franchise, including workers compensation and benefits and third party transportation costs.

4. Vehicle and equipment expenses including depreciation, vehicle registration fees, motor fuel, oil, tires, and repairs and maintenance of equipment.

5. All expenses of maintaining and replacing capital equipment and assets, including depreciation and repair and maintenance.

6. Performance bonds and insurance, at a minimum, in the amounts and coverage required by the city.

7. Administrative costs including officer salaries, administrative staff, data processing, billing and supplies.

8. Utilities.

9. Training and worker safety.

10. Marketing, promotion and public education costs.

11. Property or facility depreciation, rental or lease costs necessary to the provision of services required by the franchise agreement.

12. Professional fees and costs.

13. Debt service expenses other than any debt service expenses associated with purchases of routes or business purchases.

14. Franchise fees in excess of 5 percent of gross revenues or business license fees established by the City. Franchise fees less than 5 percent of gross revenues shall be allowable expenses with no application of the Operating Ratio.

15. Any expense incurred in the collection, handling, processing, storing, transporting, marketing, or sale or other disposition of recyclable materials, as defined in ORS *459.005(20).*

16. All surcharges, taxes or fees, other than state or federal income taxes or franchise fees, which are imposed upon Franchisee or levied by federal, state or local governments in connection with Franchisee's provision of Solid Waste collection, transportation, disposal and resource recovery services.

17. Any other expense determined in advance by the City and Franchisee to be reasonable and necessary to the provision of the services required under the franchise agreement.

(c). Under no circumstances will the following expenses be counted as Allowable Expenses:

1. Interest and amortization on the purchase of the Amity franchise routes or other franchise routes.

2. Political and charitable contributions.

3. Federal, state, and local income taxes.

4. Loss on sale of assets.

5. Officers' life insurance premiums.

6. Director fees.

7. Interest on the purchase of equipment or facilities to the extent that the purchase price exceeds the fair market value of the asset at the time of purchase.

8. Penalties and fines.

(d) For purposes of this section, Operating Ratio shall equal eighty eight percent (88%)

(e) The Franchisee and its affiliates may use common resources (equipment,

fuel, labor, etc.) to service the City and other nearby jurisdictions. In such cases, it will be necessary to allocate the costs of such resources among the jurisdictions they serve. Franchisee and the City shall mutually agree upon an allocation formula, attached to the Franchise as **Exhibit "C"**. Such allocation formula may be amended upon the written mutual consent of the Franchisee and the city and shall be applied, as amended, to determine Allowable Expenses throughout the term of the Franchise.

(f) Where the Franchisee shares management and general and administrative labor resources with its affiliates, in lieu of the Allocation Method, the Franchisee and the city agree that the charges for such services shall be determined as a percentage of gross revenues which may be adjusted by

mutual agreement between the city and the Franchisee. Charges for these services shall be equal to or less than eighty percent (80%) of the cost of procuring such services from third party service providers.

(g) Except as provided in subsection (h) of this section, a cost of living rate adjustment shall be made annually according to the following procedures:

1. Commencing on June 1, 2022 and on June 1 of each year thereafter (the Adjustment Date) throughout the term of the Franchise, the rates shall be adjusted in a percentage amount equal to the percent change in the Consumer Price Index for all Urban Consumers for All Items, for the Western region of the United States, and for the B/C population classification (also known as the CPI-U, West B/C) published by the Bureau of Labor Statistics (the Index) that occurred between the months of May and April of the previous year and the months of May and April of the current year provided however, that the adjustment shall not exceed 4 percent in any year. The adjusted rates shall become effective on each July 1, thirty days following the Adjustment Date. References herein to "CPI-W (Portland)" or the "West-C Index" or the "Index for Urban Consumers for West-C" shall be deemed to refer to the Index.

2. On each Adjustment Date, the then-current rates shall be multiplied by a fraction, the numerator of which is the 12-month average of the Index for the current year and the denominator of which is the 12-month average of the Index for the previous year, where the 12-month average of the Index is calculated by adding each monthly West-C Index published from May through April and dividing such sum by 12.

3. On or before each Adjustment Date, Franchisee shall send to the City a revised rate schedule reflecting the proposed new rates, as adjusted by the Index as provided in this subsection. Upon adoption, the revised rate schedule shall replace **Exhibit "A"** as the "Approved Rate" which will become effective on July 1 of each year.

4. In the event the Index for Urban Consumers for West-C is no longer published by the Bureau of Labor Statistics, Franchisee and City shall negotiate in good faith to agree upon a suitable replacement index reflective of the cost of living in the franchise area.

(h) Each year on or before April 1, the Franchisee will submit to the city a rate review report (the ("Report") showing the actual Allowable Expenses incurred by Franchisee in the preceding calendar year, all additional Allowable Expenses Franchisee reasonably anticipates will be incurred or imposed in the current calendar year, the allocation formulas used to determine expenses, the actual Operating Ratio for the preceding calendar year, and the expected Operating Ratio for the current calendar year. If the Report indicates that the Operating Ratio for the next succeeding 12-month period will be less than eighty-five percent (85%) or greater than ninety-one percent (91%) then rate review will automatically be implemented in accordance with this section. In addition, prior to April 15, either Franchisee or the city may request a rate review to confirm that the Operating Ratio for the next succeeding 12-month period will be not less than eighty five percent (85%) and not greater than ninety-one percent (91%) will automatically be implemented in accordance with this section. In addition, prior to April 15, either Franchisee or the city may request a rate review to confirm that the Operating Ratio for the next succeeding 12-month period will be not less than eighty-five percent (85%) and not greater than ninety-one percent (91%), provided, however, that not more than five consecutive years shall pass during the term of this franchise without a formal rate review as set forth in this subsection. In the event a rate review is requested or required as provided hereunder, the following procedures shall bind the city and Franchisee:

1. No later than April 1, Franchisee shall submit to the city a rate review report (the 'Report"). If there is reason to believe, based on the city's review of the data from the report, that the Operating

   Ratio for the current calendar year will be less than eighty-five percent (85%) or greater than ninety-one percent (91%), the Report shall also include proposed rates for the current calendar year that are calculated in accordance with subsection (b) above to produce Franchisee's Revenue Requirement for such calendar year in light of all Allowable Expenses set forth in the Report.

2. The city shall review the Report and, if the city's review of the Report indicates that the Operating Ratio is likely to be greater than ninety-one percent (91%) or less than eighty-five percent (85%), the city shall adopt rates for the next year, either as proposed by Franchisee in the Report or as modified by the city, no later than June 15. The duly adopted rates shall then become effective not later than July 1 and shall supersede the rates that were previously in effect. The adopted rates shall provide the

franchisee an operating ratio of 88%.

3. In the event the Report shows that the Operating Ratio for the current calendar year is not likely to be greater than ninety-one (91%) percent or less than eighty-five (85%) percent, the existing rates shall not be adjusted and the current rates shall continue in effect until next adjusted in accordance with subsection (g) of this section.

(i) The City shall set all policies and procedures respecting the implementation of rates and shall direct Franchisee to carry out such policies and procedures. The City, its agents or employees may, upon reasonable notice and during normal business hours, audit those records of Franchisee that pertain to Revenue and Allowable Expenses; provided, however, in reviewing such records, the city and its agents and employees shall maintain such records in strict confidence and not disclose, divulge or transmit such records or copies of such records to any third party.

(j) In the event Franchisee, at any time, becomes liable to pay any new or increased legislated costs, including surcharges, fees or expenses associated with regulatory requirements, or any new or increased disposal and/or long-haul transportation costs or fees, and these costs represent in excess of two percent (2%) of Gross Revenue, then all such costs and/or fees shall be passed through and added to the then-existing rate structure immediately upon City's receipt and verification of Franchisee's documentation of and liability to pay the same. In the event Franchisee, at any time, experiences a reduction in such costs, in excess of two percent (2%) of Gross Revenue, then all such savings shall be passed through and subtracted from the then-existing rate structure immediately upon City's receipt and verification of Franchisee's documentation of the same. Franchisee shall include all such costs, cost savings, and/or fees in the next succeeding year's Report as actual Allowable Expenses of Franchisee. There shall not be more than one (1) midyear adjustment per calendar year pursuant to this Section 6(j).

ARTICLE VII
REPORTS

Section 7. The following reports and information shall be submitted by Franchisee to the City in accordance with the following schedule:

(a) Commencing April 1, 2023 and each April 1 thereafter, the Franchisee shall submit to the Council an Annual Report consisting of the following:

(1) Reviewed financial statements for Franchisee for the preceding year, with mutually agreed schedules prepared by the Franchisee to provide backup for any allocated expenses. Franchisee shall also identify any expense incurred with an Affiliated Company. At the City's request, Franchisee shall provide such backup as is reasonable to verify that such expense was equal to or less than that which would have been incurred with a non-Affiliated Company;

(2) Equipment and depreciation schedules and equipment replacement projections for the current year;

(3) Projected "Allowable Expenses" and "Pass-Through Expenses" for the current year;

(4) Projected Gross Revenue for the current year based on current levels of service and the current Rate Schedule (before any cost of living adjustment); and

(5) Subject to the conditions of Article VI, a proposed Rate Schedule to be effective July 1 with rationale as to how the rates were developed.

ARTICLE VIII
ASSIGNMENT, SUSPENSION, MODIFICATION OR REVOCATION OF FRANCHISE

Section 8.1. Franchisee shall provide 120 days advance written notice of any proposed transfer or assignment. Except as provided in this Section, Franchisee shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person or corporate entity without the prior written consent of the City Council, which consent shall not be unreasonably withheld. Any such assignment without the consent of the City Council shall be void and the attempted assignment shall constitute a default of this Agreement.

If Franchisee requests City's consideration of and consent to a transfer or assignment, City shall act on such request within ninety (90) days of the receipt of Franchisee's notice and shall not unreasonably refuse to approve an assignment of this franchise to an assignee with sufficient knowledge, experience and financial resources so as to be able to meet the obligations of the Franchisee hereunder.

Section 8.2. Except as otherwise provided in this Agreement, each of the following shall

constitute an event of default hereunder:

(a) Franchisee fails to perform its obligations under this Agreement, as it may be amended from time to time, and if the failure or refusal of Franchisee to perform as required by this Agreement is not cured within a reasonable time but not to exceed sixty (60) days, after receiving notice from the City pursuant to Section 8.3 below.

(b) There is a seizure of attachment (other than a prejudgment attachment) of, or levy affecting possession of the operating equipment of Franchisee, including but not without limit, its vehicles, maintenance or office facilities, or any part thereof of such proportion as to impair Franchisee's performance of all obligations under this Agreement and which cannot be released, bonded or otherwise lifted within forty-eight (48) hours excluding weekends and holidays.

(c) Franchisee files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee (other than as part of a transfer of equipment no longer useful to Franchisee or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of Franchisee for a part of Franchisee's operating assets or any substantial part of Franchisee's property, or shall make any general assignment for the benefit of Franchisee's creditors, or shall fail generally to pay Franchisee's debts as they become due or shall take any action in furtherance of any of the foregoing; or

(d) Any court having jurisdiction shall enter a decree or order for relief in respect of Franchisee, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Franchisee or for any part of Franchisee's operating equipment or assets, or order the winding up or liquidation of the affairs of Franchisee.

Section 8.3. In accordance with Subsections (a), (b) and (c) of this Section 8.3, this Franchise may be terminated by the City if Franchisee fails to comply with the provisions and specifications of this Franchise so designated in the written notice. Provided, however, if a threat to public health, or some other condition of equal proportion, exists as a result of an act or omission of Franchisee, City may take immediate action to correct said health hazard, and take whatever action the City Council deems necessary to terminate the Franchise.

(a) After written notice from City that such grounds exist, Franchisee shall have not more than 60 days from the date of mailing of the notice of termination in which to comply or request a public hearing from the City.

(b) If Franchisee fails to comply within the time designated by the City with the order of the City, entered upon the basis of findings at the public hearing, the City may suspend, modify or revoke the franchise or make such action contingent upon continued non-compliance.

(c) At a public hearing, Franchisee and other interested persons shall have an opportunity to present oral, written or documentary evidence to the City. The findings of the City thereon shall be subject to judicial review.

Section 8.4. In the event of termination for default, the City shall have the right to take temporary possession of any and all of Franchisee's land, equipment, and other property used or necessary to the provision of services under this Agreement. City shall have the right to retain the possession of such property until other suitable arrangements can be made for the provision of Solid Waste collection services under this Agreement, which may include the award of an agreement to another waste hauling company. If City retains possession thereof after the period of time for which Franchisee has already been paid by means of bills issued in advance of providing service for the class of service involved, Franchisee shall be entitled to the reasonable rental value for such property (which shall be offset against any damages due the City for Franchisee's default). Franchisee shall furnish City with immediate access to all of its business and financial records including billing of accounts for services.

Section 8.5. In addition to any and all other legal or equitable remedies, in the event the Franchisee, for any reason whatsoever, fails, refuses or is unable to collect, transport or deliver to the appropriate Disposal Site, any or all Solid Waste required to be collected under this Agreement, for a period of more than ten (10) consecutive days, and if, as a result thereof, should Solid Waste accumulate in the City to such an extent, in any manner, or for such time that the City should find that such accumulation endangers or menaces the public health or safety, then the City shall have the right, but not the obligation, without payment to Franchisee, upon twenty-four (24) hours prior notice to Franchisee during the period of such emergency as determined by the City (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Franchisee; and/or (2) to take possession of any or all of Franchisee's land, equipment, and other property used or necessary to the provision of services under this Agreement.

Notices of Franchisee's failure, refusal or neglect to collect and transport Solid Waste may be given orally to Franchisee at its principal office and shall be effective immediately. Written confirmation or such oral notification shall be sent to Franchisee within twenty-four (24) hours of the oral notification.

Franchisee further agrees that in such event:

(1) It will fully cooperate with City to affect the transfer of such possession of property to City for City's use.

(2) It will, if City so requests, and to the extent feasible, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

Upon the City's possession and operation of the Franchisee's property as provided in this Section, the City shall lease the Franchisee's property for a monthly rental fee equal to the market lease rate applicable to similar equipment, including debt service thereon, and shall indemnify and hold harmless the Franchisee from and against any damage to such equipment or liability to any third person injured or damaged as a result of the City's use of such equipment.

City has no obligation to maintain possession of Franchisee's property and/or continue its use in providing the services under this Agreement for any period of time and may, at any time, in its sole discretion, relinquish possession to Franchisee.

City's right to retain possession of Franchisee's property, and to provide the services under this Agreement, shall continue until Franchisee can demonstrate to City's satisfaction that it is ready, willing and able to resume such services.

ARTICLE IX
SERVICE INTERRUPTION

Section 9.1. Except for the right to refuse service as set forth in the City Code, Franchisee shall not interrupt service unless:

(a) Access, roads, streets and highways necessary for operation of the transfer station and its facilities or transportation of the refuse from the facilities are unusable and there are not alternative routes and provided that Franchisee shall restore services no later than 24 hours after the access, roads, streets and highways necessary for such services are open;

(b) The occurrence of a Force Majeure event.

Section 9.2. Upon the occurrence of a Force Majeure event, which prevents or impairs Franchisee's ability to perform any of the obligations under this Agreement, Franchisee shall:

(1) Provide immediate oral notice to the City Manager or Director of Public Works, of the nature of the event and extent and anticipated duration of its inability to perform any obligation under this Agreement.

(2) Commence immediately to develop, in communication and cooperation with the City, a plan for the restoration of performance; and

(3) Take all such other reasonable actions so as to assist the City in protecting the public health and safety and to restore service and

performance under this Agreement as soon as is practicable.

ARTICLE X
CITY REQUIREMENTS

Section 10.1 City shall make available to Franchisee all information available to it to assist Franchisee in providing services rendered under the terms of this Agreement. City shall notify Franchisee of any complaints received by the City regarding Franchisee's services as soon as reasonably possible and Franchisee shall promptly respond to such complaint.

ARTICLE XI
SUBFRANCHISEES

Section 11. Upon approval of the City, which approval shall not be unreasonably withheld, Franchisee may subcontract with others to provide a portion of the collection services required under this Agreement. This section shall not apply to contracts for emergencies, or contracts ancillary to the normal operation of Franchisee, such as, but without limitation, equipment repair or maintenance, labor, administrative support, outside professional services, or supplies. No subcontract shall relieve Franchisee of its responsibility for providing and maintaining services and for compliance with this Agreement. All subcontracts shall require approval in writing, shall be filed with the City and shall provide that the subcontractor shall not have claim or right of action whatsoever against the City. The City shall have all rights of recourse against the subcontractor as it would against the Franchisee.

ARTICLE XII
CONSTRUCTION

Section 12. Any finding of any court of competent jurisdiction that any portion of this Franchise is unconstitutional or invalid shall not invalidate any of the other provisions of this Agreement.

ARTICLE XIII
DISPUTE RESOLUTION

Section 13.1. In the event of any dispute arising under this Franchise, the City and Franchisee shall continue performance of their respective obligations under this Franchise.

Section 13.2. In addition to and without waiving any rights and remedies under this Agreement or under civil or common law, in the event of a dispute under this Franchise, the parties may agree to Arbitration pursuant to the terms of this Section 13.2. Within fifteen (15) days after agreement to Arbitration has been reached, each party shall submit the name of its own arbitrator, selected from a panel of persons qualified with the Arbitration Service of Portland, Inc., or the American Arbitration Association, whichever organization is specified in the written notice of demand for arbitration, and the two arbitrators shall select a third arbitrator selected from such panel within 15 days, or in case of a disagreement concerning the appointment of the third arbitrator, the third arbitrator shall be appointed from such panel by the Presiding Judge of Yamhill County Circuit Court. During such time that the arbitrators are being selected or appointed, the parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner.

Section 13.3. Arbitration shall be conducted in Yamhill County, Oregon in accordance with the then-effective arbitration rules of Arbitration Service of Portland, Inc., or the then-effective commercial arbitration rules of the American Arbitration Association, whichever organization is specified in the written notice of request for arbitration. The decision of the arbitrators in the matter shall be final and binding on the parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

Section 13.4. The City and Franchisee shall use their best efforts to conclude all arbitration proceedings involving rate adjustment disputes within 30 days following the commencement of such arbitration proceedings. Any arbitration determination granting an increase in rates may include an award of interest at the statutory rate for the period between June 1 and the date the increase becomes effective. Such award may also include any adjustment necessary to meet or restore Franchisee's Revenue Requirement.

Section 13.5. The arbitrators shall have the authority, but shall not be required, to award to the prevailing party in the arbitration proceedings reasonable attorneys' fees, expert and

nonexpert witness costs and expenses, and all other reasonable costs and expenses incurred directly or indirectly in connection with the proceedings.

ARTICLE XIV
ATTORNEYS FEES AND COSTS

Section 14. In the event that suit or action is instituted to enforce any of the terms of this Franchise, the prevailing party shall be entitled to recover from the other such sums as the court adjudge as reasonable for attorneys fees at the trial upon appeal of such suit or action in addition to all other sums provided by law.

IN WITNESS WHEREOF, the respective parties hereto by and through their duly authorized officers, have executed this Franchise in duplicate as of this _____day of _____, 20__.

Approved:

CITY OF AMITY:

_____
Rachel King, Mayor

_____
Natasha Johnson, City Recorder

RECOLOGY WESTERN OREGON, INC.

Attested To:

_____
Secretary

_____
President

EXHIBIT "A"

APPROVED RATE SCHEDULE

EXHIBIT "B"

COLLECTION SERVICE STANDARDS

EXHIBIT "C"

THREE-FACTOR ALLOCATION METHOD

RECOLOGY WESTERN OREGON **SUMMARY RATE SHEET**

AMI CITY OF AMITY **EFF. DATE: 1/1/2022**

CART SERVICES - CURBSIDE

CURBSIDE: WITHIN 4 FEET OF THE CURB OR ROAD, AND AWAY FROM ALL CARS, MAIL BOXES, OR OTHER ITEMS.

CODE	DESCRIPTION	CURRENT RATE	INC %	INC $$	NEW RATE
32 GALLON CART SERVICE					**MONTHLY RATES**
32GWC	32G CART-CURB	$ 18.48	6.50%	$ 1.20	$ 19.68
32GEC	32G CART EOW-CURBSIDE	$ 12.02	6.50%	$ 0.78	$ 12.80
32GMC	32G CART MONTHLY-CURB	$ 6.47	6.50%	$ 0.42	$ 6.89
OC3C	32 GAL CART ON CALL CURB	$ 6.47	6.50%	$ 0.42	$ 6.89
90 GALLON CART SERVICE					**MONTHLY RATES**
90GWC	90G CART-CURB	$ 30.83	6.50%	$ 2.00	$ 32.83
90GEC	90G CART EOW-CURB	$ 20.02	6.50%	$ 1.30	$ 21.32
90GMC	90G CART OAM-CURB	$ 10.80	6.50%	$ 0.70	$ 11.50
OC9C	90 GAL CART ON CALL CURB	$ 10.80	6.50%	$ 0.70	$ 11.50
MONTHLY CART RENT (FOR ON-CALL SERVICE)					
90GOC	90G CART WILL CALL-CURB	$ 2.70	0.00%	$ -	$ 2.70
SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)					**RATE PER EACH**
SP32C	SPEC P/U 32G CART CURBSIDE	$ 6.47	6.50%	$ 0.42	$ 6.89
SP90C	SPEC P/U 90G CART CURBSIDE	$ 10.80	6.50%	$ 0.70	$ 11.50

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

90OEC	90G CART - YARD DEBRIS SUBSCRIPTION	$ 11.00	6.50%	$ 0.72	$ 11.72

CART SERVICES - NON-CURBSIDE (SIDEYARD)

NON-CURBSIDE: VISIBLE FROM THE STREET, OUTSIDE OF GARAGES AND FENCED AREAS.

32 GALLON CART SERVICE					**MONTHLY RATES**
32GWS	32G CART-SIDE	$ 18.84	6.50%	$ 1.22	$ 20.06
32GES	32G CART EOW-SIDEYARD	$ 12.25	6.50%	$ 0.80	$ 13.05
32GMS	32G CART MONTHLY-SIDE	$ 6.62	6.50%	$ 0.43	$ 7.05
OC3S	32 GAL CART ON CALL SIDE	$ 6.62	6.50%	$ 0.43	$ 7.05
90 GALLON CART SERVICE					**MONTHLY RATES**
90GWS	90G CART-SIDE	$ 47.24	6.50%	$ 3.07	$ 50.31
90GES	90G CART EOW-SIDE	$ 30.70	6.50%	$ 2.00	$ 32.70
90GMS	90G CART OAM-SIDE	$ 16.53	6.50%	$ 1.07	$ 17.60
OC9S	90 GAL CART ON CALL SIDE	$ 16.53	6.50%	$ 1.07	$ 17.60
MONTHLY CART RENT (FOR ON-CALL SERVICE)					
90GOS	90G CART WILL CALL-SIDE	$ 2.70	0.00%	$ -	$ 2.70
SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)					**RATE PER EACH**
SP32S	SPEC P/U 32G CART NON CURBSIDE	$ 6.62	6.50%	$ 0.43	$ 7.05
SP90S	SPEC P/U 90G CART NON CURBSIDE	$ 16.53	6.50%	$ 1.07	$ 17.60

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

OTHER SERVICES & FEES

CODE	DESCRIPTION	CURRENT RATE	INC %	INC $$	NEW RATE
EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT)					**RATE PER EACH**
XBAG	EXTRA BAG(S)	$ 4.87	6.50%	$ 0.32	$ 5.19
XBOX	EXTRA BOX	$ 4.87	6.50%	$ 0.32	$ 5.19
XCAN	EXTRA CAN(S)	$ 4.87	6.50%	$ 0.32	$ 5.19
XMISC	EXTRA MISC	$ 4.87	6.50%	$ 0.32	$ 5.19
X32	EXTRA 32G CART(S)	$ 4.87	6.50%	$ 0.32	$ 5.19
X90	EXTRA 90G CART(S)	$ 7.70	6.50%	$ 0.50	$ 8.20
BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)					
RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL.					**RATE PER EACH**
APF	REFRIGERATOR/FREEZER	$ 29.29	0.00%	$ -	$ 29.29
APL	APPLIANCE	$ 11.72	0.00%	$ -	$ 11.72
FURN	FURNITURE CHARGE	$ 17.57	0.00%	$ -	$ 17.57
TREE	EXTRA CHRISTMAS TREE	$ 9.72	6.50%	$ 0.63	$ 10.35
IRSC	IN ROUTE SERVICE CHARGE	$ 21.69	6.50%	$ 1.41	$ 23.10
SC	SERVICE CHARGE	$ 81.85	6.50%	$ 5.32	$ 87.17
RELATED FEES					**RATE PER EACH**
CRIR	CART REDELIVERY IN ROUTE	$ 10.00	0.00%	$ -	$ 10.00
CROR	CART REDELIVER OUT OF ROUTE	$ 20.00	0.00%	$ -	$ 20.00
CORDF	CONTAINER RE-DELIVERY FEE	$ 81.85	6.50%	$ 5.32	$ 87.17

Note: Re-Delivery fees apply for resume service after suspend.

					RATE PER EACH
CCF	CART CLEANING FEE	$ 10.00	0.00%	$ -	$ 10.00
CRF	CART REPLACEMENT FEE	$ 65.00	0.00%	$ -	$ 65.00

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

					RATE PER EACH
WLI	WIND LATCH INSTALLATION	$ 15.00	0.00%	$ -	$ 15.00
RF	REINSTATEMENT FEE	$ 15.00	0.00%	$ -	$ 15.00
NSFCF	RETURNED CHECK FEE	$ 25.00	0.00%	$ -	$ 25.00

FRONT-LOAD CONTAINER SERVICE

1 YARD CONTAINERS					**MONTHLY RATES**
1GW	1YD TRASH	$ 140.04	6.50%	$ 9.10	$ 149.14
1GE	1YD TRASH EOW	$ 83.70	6.50%	$ 5.44	$ 89.14
1GM	1YD TRASH MONTHLY	$ 53.38	6.50%	$ 3.47	$ 56.85
1OC	ON CALL-1YD TRASH	$ 28.63	6.50%	$ 1.86	$ 30.49
1XP	EXTRA PICK UP-1YD TRASH	$ 28.63	6.50%	$ 1.86	$ 30.49
1.5 YARD CONTAINERS					**MONTHLY RATES**
1HGW	1.5YD TRASH	$ 174.52	6.50%	$ 11.34	$ 185.86
1HGE	1.5YD TRASH EOW	$ 100.93	6.50%	$ 6.56	$ 107.49
1HGM	1.5YD TRASH MONTHLY	$ 61.35	6.50%	$ 3.99	$ 65.34
1HOC	ON CALL-1.5YD TRASH	$ 37.40	6.50%	$ 2.43	$ 39.83
1HXP	EXTRA PICK UP-1.5YD TRASH	$ 37.39	6.50%	$ 2.43	$ 39.82

RECOLOGY WESTERN OREGON **SUMMARY RATE SHEET**

AMI CITY OF AMITY **EFF. DATE: 1/1/2022**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC $$	NEW RATE
2 YARD CONTAINERS					**MONTHLY RATES**
2GW	2YD TRASH	$ 209.03	6.50%	$ 13.59	$ 222.62
2GE	2YD TRASH EOW	$ 118.20	6.50%	$ 7.68	$ 125.88
2GM	2YD TRASH MONTHLY	$ 69.30	6.50%	$ 4.50	$ 73.80
2OC	ON CALL-2YD TRASH	$ 46.15	6.50%	$ 3.00	$ 49.15
2XP	EXTRA PICK UP-2YD TRASH	$ 46.16	6.50%	$ 3.00	$ 49.16
3 YARD CONTAINERS					**MONTHLY RATES**
3GW	3YD TRASH	$ 277.99	6.50%	$ 18.07	$ 296.06
3GE	3YD TRASH EOW	$ 152.68	6.50%	$ 9.92	$ 162.60
3GM	3YD TRASH MONTHLY	$ 85.24	6.50%	$ 5.54	$ 90.78
3OC	ON CALL-3YD TRASH	$ 63.68	6.50%	$ 4.14	$ 67.82
3XP	EXTRA PICK UP-3YD TRASH	$ 63.67	6.50%	$ 4.14	$ 67.81
4 YARD CONTAINERS					**MONTHLY RATES**
4GW	4YD TRASH	$ 346.97	6.50%	$ 22.55	$ 369.52
4GE	4YD TRASH EOW	$ 187.16	6.50%	$ 12.17	$ 199.33
4GM	4YD TRASH MONTHLY	$ 101.17	6.50%	$ 6.58	$ 107.75
4OC	ON CALL-4YD TRASH	$ 81.19	6.50%	$ 5.28	$ 86.47
4XP	EXTRA PICK UP-4YD TRASH	$ 81.19	6.50%	$ 5.28	$ 86.47
5 YARD CONTAINERS					**MONTHLY RATES**
5GW	5YD TRASH	$ 415.96	6.50%	$ 27.04	$ 443.00
5GE	5YD TRASH EOW	$ 221.68	6.50%	$ 14.41	$ 236.09
5GM	5YD TRASH MONTHLY	$ 117.11	6.50%	$ 7.61	$ 124.72
5OC	ON CALL-5YD TRASH	$ 98.72	6.50%	$ 6.42	$ 105.14
5XP	EXTRA PICK UP-5YD TRASH	$ 98.72	6.50%	$ 6.42	$ 105.14
6 YARD CONTAINERS					**MONTHLY RATES**
6GW	6YD TRASH	$ 484.95	6.50%	$ 31.52	$ 516.47
6GE	6YD TRASH EOW	$ 256.15	6.50%	$ 16.65	$ 272.80
6GM	6YD TRASH MONTHLY	$ 133.03	6.50%	$ 8.65	$ 141.68
6OC	ON CALL-6YD TRASH	$ 116.25	6.50%	$ 7.56	$ 123.81
6XP	EXTRA PICK UP-6YD TRASH	$ 116.25	6.50%	$ 7.56	$ 123.81
8 YARD CONTAINERS					**No new customers at this size - safety issues**
8GW	8YD TRASH	$ 571.04	6.50%	$ 37.12	$ 608.16
8GE	8YD TRASH EOW	$ 299.20	6.50%	$ 19.45	$ 318.65
8GM	8YD TRASH MONTHLY	$ 152.90	6.50%	$ 9.94	$ 162.84
8OC	ON CALL-8YD TRASH	$ 138.11	6.50%	$ 8.98	$ 147.09
8XP	EXTRA PICK UP-8YD TRASH	$ 138.11	6.50%	$ 8.98	$ 147.09
CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)					
RNT1	1YD RENT - TRASH	$ 20.00	0.00%	$ -	$ 20.00

FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.

Compactor Rating	**4 : 1**	**3 : 1**	**2 : 1**
Factor applied to container rate of same size	1.5	1.3	1.12

RECOLOGY WESTERN OREGON **SUMMARY RATE SHEET**

AMI CITY OF AMITY **EFF. DATE: 1/1/2022**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC $$	NEW RATE
DEBRIS BOX SERVICES					
SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)					**RATE PER HAUL**
DEL	DELIVERY CHARGE	$ 81.86	6.50%	$ 5.32	$ 87.18
10HG	TRASH BOX HAUL FEE (ALL SIZES)	$ 129.91	6.50%	$ 8.44	$ 138.35
40CG	COMPACTOR HAUL FEE (ALL SIZES)	$ 155.11	6.50%	$ 10.08	$ 165.19
DEBRIS BOX DISPOSAL FEES					**RATE PER UNIT**
DFDM	DISPOSAL FEE - DEMOLITION ($$/TON)	$ 46.82	no change at this time		$ 46.82
DFG	DISPOSAL FEE - GARBAGE ($$/TON)	$ 46.82	no change at this time		$ 46.82
DFWD	DISPOSAL FEE - CLEAN WOOD ($$/TON)	$ 43.69	no change at this time		$ 43.69
DFYD	DISPOSAL FEE - YARD DEBRIS ($$/YD^3)	$ -	0.00%	$ -	$ -
Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.					
TEMPORARY DEBRIS BOXES - COD RATES (INCLUDES HAUL & AVERAGE DISPOSAL FOR BOX SIZE)					
10DG	10 YARD BOX W/DISPOSAL	$ 288.33	6.50%	$ 18.74	$ 307.07
20DG	20 YARD BOX W/DISPOSAL	$ 404.63	6.50%	$ 26.30	$ 430.93
30DG	30 YARD BOX W/DISPOSAL	$ 521.00	6.50%	$ 33.87	$ 554.87
RELATED FEES					**RATE PER DAY**
RENTD	DAILY RENTAL FEE	$ 10.69	6.50%	$ 0.69	$ 11.38
Note: Daily Rent applies after 48 hours, excluding evenings and weekends.					
					RATE PER MONTH
RENTM	MONTHLY RENTAL FEE	$ 151.48	6.50%	$ 9.85	$ 161.33
Note: Monthly rent applies for customers who keep a box for a year or longer.					**RATE PER HOUR**
TIME	TRUCK TIME FEE	$ 130.29	6.50%	$ 8.47	$ 138.76
1T1E	1 TRUCK - 1 EMPLOYEE	$ 129.92	6.50%	$ 8.44	$ 138.36
1T2E	1 TRUCK - 2 EMPLOYEES	$ 194.88	6.50%	$ 12.67	$ 207.55
Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.					
TEMPORARY RENTAL CONTAINERS					**RATE PER EACH**
3YRGD	DELV 3 YD RENTAL FOR TRASH	$ 28.71	6.50%	$ 1.87	$ 30.58
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	$ 89.14	6.50%	$ 5.79	$ 94.93
3YRXD	ADDL DAY - 3YD RENT CONTAINER	$ 2.00	0.00%	$ -	$ 2.00
Note: Temporary = not longer than 30 days, with 45 days between projects. Rent included for first 7 days.					
BULKY ITEMS - DEBRIS BOX					
STARDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.					
ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.					**RATE PER EACH**
TOFFR	TIRE CHARGE NO RIM	$ 4.69	0.00%	$ -	$ 4.69
TONR	TIRE CHARGE ON RIM	$ 9.37	0.00%	$ -	$ 9.37
APPL	APPLIANCE	$ 11.72	0.00%	$ -	$ 11.72
APF	REFRIGERATOR/FREEZER	$ 29.29	0.00%	$ -	$ 29.29
MEDICAL WASTE COLLECTION SERVICES					**RATE PER EACH**
M4HSC	4.7 QT SHARPS CONTAINER	$ 27.20	0.00%	$ -	$ 27.20
M10SC	10 QT SHARPS CONTAINER	$ 30.60	0.00%	$ -	$ 30.60
M23SC	23 QT SHARPS CONTAINER	$ 53.79	0.00%	$ -	$ 53.79
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	$ 40.41	0.00%	$ -	$ 40.41
M21BX	21 GAL MEDICAL WASTE BOX	$ 45.14	0.00%	$ -	$ 45.14
M48BX	48 GAL MEDICAL WASTE BOX	$ 51.60	0.00%	$ -	$ 51.60
M8GBP	RX MED WASTE TUB	$ 97.46	0.00%	$ -	$ 97.46

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).
Billing Terms: Commercial Accounts are billed on a monthly basis.
Residential accounts are billed once every three months, in advance.

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711
Fax: (503) 835-3780

To: The Mayor and Members of the City Council
Origin: City Administrator Mike Thomas
Date: December 1, 2021
Subject: City Administrator Staff Report

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1. The BIG news is that USDA gave us permission to go to bid on our water intake and treatment facility. Talking with Peter Olsen at Keller and Gary Mathis, we may be able to go to bid immediately before Christmas. However, I predict we'll go to bid in early January.
2. We also expect to go to bid on the SCA grant in January. And ODOT will go to bid on the Salt Creek Bridge project by early January as well. With any luck, we'll have multiple projects underway come Spring / Summer 2022.
3. Mayor King and I have been in conversations with Rep. Scharf about our $2 million in funding. Apparently, we were slightly misinformed. DAS told Rep Scharf and us that we'd get our money in December. Upon our questions, DAS now states that the funding will come in waves, beginning in November. So, it is likely we'll get our money in the next wave or two. Rep Scharf will keep the pressure on DAS to provide us the funding.
4. As of November 22, 2021, Salem Sign Co. was at the north end of town reinstalling the metal AVA sign! This has been a long slog, but it appears we're finally concluding the project. I want to give HUGE thank you to Gabriele Keeler and the Eola Hills AVA. She and the AVA, to include Rob Kistler, have been partners throughout this whole process and I greatly appreciate Gabriele's assistance. With her assistance and funding, we made it happen.
5. I filed an insurance claim with Farmer's for the damage to the City Park fence. We're going to claim about $1098.
6. I want to thank Willamina and Willamina Public Works for their support in donating our Christmas tree this year. A private party was also involved in the donation of this tree to the City, but unfortunately, the name eludes me. Still, with this private party and Willamina, we've a tree to light on Friday. I also want to thank Public Works for getting the tree installed and decorated.
7. I want to give a thank you to Amity Fire and Amity DIG for their partnership and cooperation in the tree lighting ceremony and parade! If not for them, we'd be all alone out there. I want to thank them for their support in making this event happen, in particular Chief Scott Law, Deb Conrad, and Eve Silverman.
8. We'll be closing at noon on the 23rd, fully closed on the 24th, and reopening on the 27th for the Christmas holiday. Likewise, we'll be closing at noon on the 30th, closed on the 31st, and reopening on January 3, 2022, for the New Year's holiday.

CITY OF AMITY

109 Maddox Avenue
P.O. Box 159
Amity, OR 97101

Ph: (503) 835-3711

Monthly Report from City Recorder/Treasurer

December 2021 for November 2021

Respectfully Submitted by: Natasha Johnson

Regular Tasks:

- Payroll- 2X (Prepared and paid liabilities, PERS Reports, per pay period, print checks, get signed, and distribute OR send to payroll center for direct deposit)
- Reconciliations (LGIP Account, First Federal Account), Deposit Entries
- Paid city bills
- Minutes for City Council Meetings
- Council Packets, Council Meeting Follow-up ~ completed tasks as requested
- Miscellaneous walk-in customers, response letters, etc.
- Human Resource Items (set up new employees, update employee files, close out former employees, insurance claims, etc.)
- Completed October billing for water/sewer and November newsletter

Other Items

- Worked on new building files
- Worked on planning files
- Completed 48's and Shutoffs
- Completed and held Municipal Court
- Continued training new City Clerk
- Continued process of changing out meters into our system

NEW Complaints Received

	Subject	Resolution/Outcome	Copy to

Public Works Report to Council
November 2021

Water:

- We read the meters that are installed, it took roughly 1.5 hours to read 618 meters! There are still roughly 70 meters that need to be installed, the sub is supposed to be finished with them the week of Thanksgiving. If for some reason they cannot finish Correct Equipment will send their guys to finish. We have made it known that one way or another this will be completed by out next billing cycle.
- As far as I know we have not heard anything from PGE about moving the Water Plant off the feeder line to the main. We will be pinging them again. In the meantime, I have reached out to Gary Mull (D&D Electric) and he verified that we are #1 on the list for a 100KW (intake) & 220KW (WTP) Generator in case of an extended emergency. So, rest assure we have a backup plan!
- We fixed 3 water leaks last month.
- We flushed the fire hydrants, each time it goes a little faster. I also did not hear of any dirty water complaints this time.
- We had to replace the compressor that opens & closes the air actuated valves at the Water plant.

Sewer:

- We started discharging to Salt Creek.
- We got punched in the mouth with that first storm and had to rent a pump (first time since 2017) to keep up with transferring from pond #1 to pond #2. We successfully did not have to send untreated wastewater to the creek. By the time the next storm gets here we will have all the ponds down.
- We made sure all our generators were topped off with fuel.

Streets:

- We are battling the roads once again; it is that time of year. We have 2 more pallets of Easy Street on order and filled our rock bins.
- We replaced 2 of the downtown streetlights and the photocell that tells them when to come on.
- We have ordered new street signs for in front of the High School & Elementary schools so we can replace all the faded un-readable signs.

Parks:

- We made a call about getting and inmate crew to take care of the leaves. We were informed that they only had 1 inmate on the crew due to covid. They are hoping that next fall things are back to normal. So were just going to mulch them with the mower. If that works well, we may just start doing that every year.
- The lock on the Women's bathroom is not working again. Which makes it hard to close the bathrooms! We are working to get someone out to fix it (it is an electrical issue).

Other:

- I have been approved to take my Wastewater Treatment 2 test.

Respectfully Submitted,
Gary Mathis
Amity Public Works

APL report for 12/1/21

Patti and I had training on Blue Cloud Analytics, which will be a better option for the numerous reports we have to deal with. According to our CCRLS Director, we should be getting courier delivery five days a week soon. When that happens, we plan to be open Monday through Saturday; we will keep you updated.

KELLER ENGINEERING REPORT

Date: November 2021

PROJECT NO	DESCRIPTION	INVOICE	CURRENT AMOUNT	PRIOR BILLED	PROJECT TOTAL
215108-001	**WATER SYSTEM SERVICES**	0000045/0213037	103.75	195,411.36	195,515.11
215108-002	**SEWER SYSTEM SERVICES**	00000016	131.25	14,160.00	14,291.25
215108-003	**MUNICIPAL PLANNING SERVICE**	0000048/213038	2,028.75	115,306.25	117,335.00
215108-004	**STREETS INFRASTRUCTURE SERVICES**	0000035/213039	57.50	241,583.75	241,641.25
215108-005	**WATER SYSTEM IMPROVEMENTS**	0000037	11,335.17	679,159.83	690,495.00
215108-015	**WATER SYSTEM IMPROVEMENTS**	0000001	10,362.28		10,362.28
215108-011	**WATER SYSTEM IMPROVEMENTS USDA)**	00000013	90.00	101,539.80	101,629.80
215108-013	**WATER SYSTEM IMPROVEMENTS (EFI)**	0000001	5,653.75		5,653.75
215108-006	**WATER RESERVOIR IMPROVMENTS**	0000010	0.00	54,740.00	54,740.00
215108-012	**WASTEWATER FPS**	0000015/0212781	4,430.65	88,327.02	96,981.65
215108-014	**AMITY SALT CREEK RELOCATI0N PROJ**	000007/0213150	26,288.00	77,405.62	103,693.62
215108-017	**ROAD REHAB PROJECT SCA**	00000002/211906	4,576.80	6,681.20	11,258.00

215108-008	**GIS GRANT SUPPORT**	0000009		0.00	3,832.50	3,832.50
			$	**18,233.22**	$ 1,310,874.89	$ 1,647,429.21

KELLER ASSOCIATES

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

November 10, 2021
Project No: 215108-001
Invoice No: 0213037

City of Amity
Attn: Michael Thomas
E-Mail: mthomas@ci.amity.or.us
PO Box 159
Amity, OR 97101

Project 215108-001 Amity - Water System Services
Project Manager: Peter Olsen

Professional Services from October 1, 2021 to October 31, 2021

Professional Personnel

	Hours	Rate	Amount	
Hastings, Krista	.25	70.00	17.50	
Stone, Cody	.75	115.00	86.25	
Totals	1.00		103.75	
Total Labor				**103.75**
			Total this Invoice	**$103.75**

Outstanding Invoices

Number	Date	Balance
0211991	7/18/2021	980.00
0212777	10/11/2021	1,590.00
		2,570.00

Billings to Date

	Current	Prior	Total
Labor	103.75	193,429.50	193,533.25
Consultant	0.00	249.50	249.50
Expense	0.00	866.11	866.11
Totals	**103.75**	**194,545.11**	**194,648.86**

Billing Backup

Wednesday, November 10, 2021

Keller Associates, Inc. Invoice 0213037 Dated 11/10/2021 10:22:37 AM

Project 215108-001 Amity - Water System Services

Professional Personnel

			Hours	Rate	Amount	
00298	Hastings, Krista	10/11/2021	.25	70.00	17.50	
	Project Administration					
00218	Stone, Cody	10/4/2021	.25	115.00	28.75	
	Call with Gary about Backenan					
00218	Stone, Cody	10/29/2021	.50	115.00	57.50	
	reservoir site visit					
	Totals		1.00		103.75	
	Total Labor					**103.75**

Total this Project **$103.75**

Total this Report **$103.75**

KELLER ASSOCIATES

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

November 19, 2021

City of Amity
Michael Thomas
P.O. Box 159
Amity, OR 97101

Transmitting Invoice No. 213038 - Municipal Planning Services

Dear Mr. Thomas:

Please find attached invoice in the amount of $2,028.75 for project number 215108-003. During the month of October, Keller Associates completed the following engineering services:

- Project management and administration
- Sunrise Court Subdivision ($346.25)
- 217 Getchell Street Sewer ($263.75)
- Hake Partition ($432.50)
- 500 Maple Court ($172.50)
- 919 Partition ($115.00)
- IBI about High School ($115.00)
- 110 4th Street, Belanger/Bieze Review ($373.75)
- 100 Merlot Site Visit ($57.50)

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen, PE
Project Manager

KELLER ASSOCIATES

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

November 10, 2021
Project No: 215108-003
Invoice No: 0213038

City of Amity
Attn: Michael Thomas
E-Mail: mthomas@ci.amity.or.us
PO Box 159
Amity, OR 97101

Project 215108-003 Amity - Municipal Planning Services
Project Manager: Peter Olsen

Professional Services from October 1, 2021 to October 31, 2021

Professional Personnel

	Hours	Rate	Amount
Fields, Jesse	.75	120.00	90.00
Hastings, Krista	.25	70.00	17.50
Olsen, Peter	1.25	180.00	225.00
Stone, Cody	14.75	115.00	1,696.25
Totals	17.00		2,028.75
Total Labor			**2,028.75**

Total this Invoice **$2,028.75**

Outstanding Invoices

Number	Date	Balance
0211992	7/18/2021	2,010.00
0212780	10/11/2021	1,418.75
		3,428.75

Billings to Date

	Current	Prior	Total
Labor	2,028.75	74,153.75	76,182.50
Totals	**2,028.75**	**74,153.75**	**76,182.50**

Billing Backup

Wednesday, November 10, 2021

Keller Associates, Inc. Invoice 0213038 Dated 11/10/2021 10:27:33 AM

Project 215108-003 Amity - Municipal Planning Services

Professional Personnel

			Hours	Rate	Amount	
00166	Fields, Jesse	10/4/2021	.25	120.00	30.00	
	Sunrise ct subdivision					
00166	Fields, Jesse	10/11/2021	.25	120.00	30.00	
	getchel sewer line					
00166	Fields, Jesse	10/25/2021	.25	120.00	30.00	
	Hake partition					
00298	Hastings, Krista	10/11/2021	.25	70.00	17.50	
	Project Administration					
00031	Olsen, Peter	10/4/2021	.25	180.00	45.00	
	PM					
00031	Olsen, Peter	10/8/2021	.25	180.00	45.00	
	PM					
00031	Olsen, Peter	10/11/2021	.50	180.00	90.00	
	question on 217 Getchell St for sewer mainline location					
00031	Olsen, Peter	10/22/2021	.25	180.00	45.00	
	PM					
00218	Stone, Cody	10/1/2021	.25	115.00	28.75	
	Maple Court emails					
00218	Stone, Cody	10/4/2021	2.75	115.00	316.25	
	call with Gary about 500 maple court and 919 partition, emails, sunrise court back check					
00218	Stone, Cody	10/5/2021	.25	115.00	28.75	
	sunrise chat wtih Jesse					
00218	Stone, Cody	10/11/2021	1.00	115.00	115.00	
	RV Pad emails 3rd and Getchell					
00218	Stone, Cody	10/12/2021	2.00	115.00	230.00	
	sunrise court response email, meeting with IBI about High School Bond					
00218	Stone, Cody	10/13/2021	.25	115.00	28.75	
	RV pad emails					
00218	Stone, Cody	10/14/2021	.25	115.00	28.75	
	110 4th st.					
00218	Stone, Cody	10/18/2021	2.75	115.00	316.25	
	110 4th Street, Belanger/Bieze Review, sunset deferrment agreement review					
00218	Stone, Cody	10/19/2021	.25	115.00	28.75	
	call with Gary about 110 4th st and elk mtn, email to Mike about updating city website					
00218	Stone, Cody	10/22/2021	.75	115.00	86.25	
	call with Mike, email to Peter and Jesse about 110 4th st.					
00218	Stone, Cody	10/25/2021	3.50	115.00	402.50	
	Hake partition email and document review, call with peter					
00218	Stone, Cody	10/28/2021	.25	115.00	28.75	
	500 Maple Court email					
00218	Stone, Cody	10/29/2021	.50	115.00	57.50	
	100 merlot site visit					
	Totals		17.00		2,028.75	
	Total Labor					**2,028.75**

Project	215108-003	Amity - Municipal Planning Services		Invoice	0213038
			Total this Project		**$2,028.75**
			Total this Report		**$2,028.75**

KELLER ASSOCIATES

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

November 10, 2021
Project No: 215108-003
Invoice No: 0213038

City of Amity
Attn: Michael Thomas
E-Mail: mthomas@ci.amity.or.us
PO Box 159
Amity, OR 97101

Project 215108-003 Amity - Municipal Planning Services
Project Manager: Peter Olsen

Professional Services from October 1, 2021 to October 31, 2021

Professional Personnel

	Hours	Rate	Amount
Fields, Jesse	.75	120.00	90.00
Hastings, Krista	.25	70.00	17.50
Olsen, Peter	1.25	180.00	225.00
Stone, Cody	14.75	115.00	1,696.25
Totals	17.00		2,028.75
Total Labor			**2,028.75**

Total this Invoice **$2,028.75**

Outstanding Invoices

Number	Date	Balance
0211992	7/18/2021	2,010.00
0212780	10/11/2021	1,418.75
		3,428.75

Billings to Date

	Current	Prior	Total
Labor	2,028.75	74,153.75	76,182.50
Totals	**2,028.75**	**74,153.75**	**76,182.50**

Billing Backup

Wednesday, November 10, 2021

Keller Associates, Inc. Invoice 0213038 Dated 11/10/2021 10:27:33 AM

Project 215108-003 Amity - Municipal Planning Services

Professional Personnel

			Hours	Rate	Amount	
00166	Fields, Jesse	10/4/2021	.25	120.00	30.00	
	Sunrise ct subdivision					
00166	Fields, Jesse	10/11/2021	.25	120.00	30.00	
	getchel sewer line					
00166	Fields, Jesse	10/25/2021	.25	120.00	30.00	
	Hake partition					
00298	Hastings, Krista	10/11/2021	.25	70.00	17.50	
	Project Administration					
00031	Olsen, Peter	10/4/2021	.25	180.00	45.00	
	PM					
00031	Olsen, Peter	10/8/2021	.25	180.00	45.00	
	PM					
00031	Olsen, Peter	10/11/2021	.50	180.00	90.00	
	question on 217 Getchell St for sewer mainline location					
00031	Olsen, Peter	10/22/2021	.25	180.00	45.00	
	PM					
00218	Stone, Cody	10/1/2021	.25	115.00	28.75	
	Maple Court emails					
00218	Stone, Cody	10/4/2021	2.75	115.00	316.25	
	call with Gary about 500 maple court and 919 partition, emails, sunrise court back check					
00218	Stone, Cody	10/5/2021	.25	115.00	28.75	
	sunrise chat wtih Jesse					
00218	Stone, Cody	10/11/2021	1.00	115.00	115.00	
	RV Pad emails 3rd and Getchell					
00218	Stone, Cody	10/12/2021	2.00	115.00	230.00	
	sunrise court response email, meeting with IBI about High School Bond					
00218	Stone, Cody	10/13/2021	.25	115.00	28.75	
	RV pad emails					
00218	Stone, Cody	10/14/2021	.25	115.00	28.75	
	110 4th st.					
00218	Stone, Cody	10/18/2021	2.75	115.00	316.25	
	110 4th Street, Belanger/Bieze Review, sunset deferrment agreement review					
00218	Stone, Cody	10/19/2021	.25	115.00	28.75	
	call with Gary about 110 4th st and elk mtn, email to Mike about updating city website					
00218	Stone, Cody	10/22/2021	.75	115.00	86.25	
	call with Mike, email to Peter and Jesse about 110 4th st.					
00218	Stone, Cody	10/25/2021	3.50	115.00	402.50	
	Hake partition email and document review, call with peter					
00218	Stone, Cody	10/28/2021	.25	115.00	28.75	
	500 Maple Court email					
00218	Stone, Cody	10/29/2021	.50	115.00	57.50	
	100 merlot site visit					
	Totals		17.00		2,028.75	
	Total Labor					**2,028.75**

Project	215108-003	Amity - Municipal Planning Services		Invoice	0213038
			Total this Project		**$2,028.75**
			Total this Report		**$2,028.75**

KELLER ASSOCIATES

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

November 10, 2021
Project No: 215108-004
Invoice No: 0213039

City of Amity
Attn: Michael Thomas
E-Mail: mthomas@ci.amity.or.us
PO Box 159
Amity, OR 97101

Project 215108-004 Amity - Streets Infrastructure Services
Project Manager: Patrick Olsen

Professional Services from October 1, 2021 to October 31, 2021

Professional Personnel

		Hours	Rate	Amount	
Stone, Cody		.50	115.00	57.50	
	Totals	.50		57.50	
	Total Labor				**57.50**
				Total this Invoice	**$57.50**

Outstanding Invoices

Number	Date	Balance
0211351	5/25/2021	567.50
0211994	7/18/2021	1,491.25
		2,058.75

Billings to Date

	Current	Prior	Total
Labor	57.50	31,163.75	31,221.25
Expense	0.00	420.00	420.00
Totals	**57.50**	**31,583.75**	**31,641.25**

Billing Backup

Wednesday, November 10, 2021

Keller Associates, Inc. Invoice 0213039 Dated 11/10/2021 10:32:05 AM

Project 215108-004 Amity - Streets Infrastructure Services

Professional Personnel

			Hours	Rate	Amount	
00218	Stone, Cody	10/13/2021	.50	115.00	57.50	
	call with Mike about 2022 SCA grant					
	Totals		.50		57.50	
	Total Labor					**57.50**

Total this Project **$57.50**

Total this Report **$57.50**

KELLER ASSOCIATES

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

November 17, 2021
Project No: 215108-014
Invoice No: 0213150

City of Amity
Attn: Michael Thomas
E-Mail: mthomas@ci.amity.or.us
PO Box 159
Amity, OR 97101

Project 215108-014 Amity - Salt Creek Main Relocation Project
Project Manager: Peter Olsen

Professional Services from October 1, 2021 to October 31, 2021

Task 001 Project Management

Fee

Total Fee	10,560.00			
Percent Complete	90.00	Total Earned	9,504.00	
		Previous Fee Billing	8,448.00	
		Current Fee Billing	1,056.00	
		Total Fee		**1,056.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,056.00	8,448.00	9,504.00	
Limit			10,560.00	
Remaining			1,056.00	
			Total this Task	**$1,056.00**

Task 002 Geotechnical Feasibility Evaluation

Fee

Total Fee	7,040.00			
Percent Complete	100.00	Total Earned	7,040.00	
		Previous Fee Billing	7,040.00	
		Current Fee Billing	0.00	
		Total Fee		**0.00**
			Total this Task	**0.00**

Task 003 Conceptual Design

Fee

Total Fee	4,710.00			
Percent Complete	100.00	Total Earned	4,710.00	
		Previous Fee Billing	4,710.00	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	4,710.00	4,710.00	
Limit			4,710.00	
			Total this Task	**0.00**

Task 004 Easement Support

Project	215108-014	Amity - Salt Crk Main Relocation Project			Invoice	0213150
Fee						
Total Fee		2,320.00				
Percent Complete		100.00	Total Earned		2,320.00	
			Previous Fee Billing		2,320.00	
			Current Fee Billing		0.00	
			Total Fee			**0.00**
Billing Limits			**Current**	**Prior**	**To-Date**	
Total Billings			0.00	2,320.00	2,320.00	
Limit					2,320.00	
				Total this Task		**0.00**
Task	005	Permit Support				
Fee						
Total Fee		13,310.00				
Percent Complete		100.00	Total Earned		13,310.00	
			Previous Fee Billing		13,310.00	
			Current Fee Billing		0.00	
			Total Fee			**0.00**
Billing Limits			**Current**	**Prior**	**To-Date**	
Total Billings			0.00	13,310.00	13,310.00	
Limit					13,310.00	
				Total this Task		**0.00**
Task	006	Environmental Review				
Fee						
Total Fee		5,140.00				
Percent Complete		100.00	Total Earned		5,140.00	
			Previous Fee Billing		5,140.00	
			Current Fee Billing		0.00	
			Total Fee			**0.00**
Billing Limits			**Current**	**Prior**	**To-Date**	
Total Billings			0.00	5,140.00	5,140.00	
Limit					5,140.00	
				Total this Task		**0.00**
Task	007	30% Design				
Fee						
Total Fee		13,255.00				
Percent Complete		100.00	Total Earned		13,255.00	
			Previous Fee Billing		13,255.00	
			Current Fee Billing		0.00	
			Total Fee			**0.00**
Billing Limits			**Current**	**Prior**	**To-Date**	
Total Billings			0.00	13,255.00	13,255.00	
Limit					13,255.00	
				Total this Task		**0.00**

Project	215108-014	Amity - Salt Crk Main Relocation Project			Invoice	0213150
Task	008	Final Design				
Fee						
Total Fee		48,640.00				
Percent Complete		100.00	Total Earned		48,640.00	
			Previous Fee Billing		23,408.00	
			Current Fee Billing		25,232.00	
			Total Fee			**25,232.00**
				Total this Task		**$25,232.00**
Task	009	Bidding Phase Services				
Fee						
Total Fee		4,560.00				
Percent Complete		0.00	Total Earned		0.00	
			Previous Fee Billing		0.00	
			Current Fee Billing		0.00	
			Total Fee			**0.00**
Billing Limits			**Current**	**Prior**	**To-Date**	
Total Billings			0.00	0.00	0.00	
Limit					4,560.00	
Remaining					4,560.00	
				Total this Task		**0.00**
Task	010	Construction Phase Services				
Fee						
Total Fee		16,750.00				
Percent Complete		0.00	Total Earned		0.00	
			Previous Fee Billing		0.00	
			Current Fee Billing		0.00	
			Total Fee			**0.00**
Billing Limits			**Current**	**Prior**	**To-Date**	
Total Billings			0.00	0.00	0.00	
Limit					16,750.00	
Remaining					16,750.00	
				Total this Task		**0.00**
				Total this Invoice		**$26,288.00**

Billings to Date

	Current	Prior	Total
Fee	26,288.00	77,631.00	103,919.00
Totals	**26,288.00**	**77,631.00**	**103,919.00**

Mid-Willamette Valley Council of Governments
100 High Street SE STE 200
Salem, OR 97301 US
+1 5035401603
amathiesen@mwvcog.org

INVOICE

BILL TO
City of Amity
PO Box 159
Amity, OR 97101 United States

INVOICE	1322
DATE	11/15/2021
TERMS	Net 30
DUE DATE	12/15/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	General Counsel Services	11.10	170.00	1,887.00

BALANCE DUE **$1,887.00**

City of Amity October 2021 Timesheet – Bill Monahan

10/6/2021	Amity - BOLI	Review memo and file for meeting; attend executive session	1.8
10/8/2021	Amity - BOLI	Continue to assemble materials required; prepare email and call staff to explain request for materials	.8
10/8/2021	Amity – 203 Rosedell	Reviewed emails in code enforcement chain; review suggested approach to enforce code; prepare email to Planner Holly Byram with input	.2
10/10/2021	Amity - BOLI	Continued work on city response; framed letter; identified gaps in information; sent email to Tasha Johnson with remaining issues	2.0
10/11/2021	Amity - BOLI	Review materials submitted in response to request for production of documents; request additional materials to prepare response to BOLI; complete draft of memo to BOLI explaining documents submitted; prepare transmittal email to BOLI; assemble materials; telephone conferences with Tasha Johnson regarding materials; finalize package and transmit to BOLI	3.4
10/12/2021	Amity – Public Works	Respond to questions posed by City Administrator Mike Thomas regarding the lack of a sewer easements and city rights	1.6
10/14/2021	Amity – Council Rules	Review email comments and draft of updated Council Rules; review against Charter and state rules; prepare email to City Administrator Mike Thomas with comments	.5
10/20/2021	Amity – 217 Getchell Ave.	Review and provide input to letter to property owner at 217 Getchell Ave. to allow RV pad while preserving city right to access sewer main for repairs	.2
10/25/2021	Amity - Planning	Review and comment on development deferment agreement for Sunrise Court; review email chain and draft agenda item for Amity Truck and Tractor project; provide input via email	.6
		Total hours for October	11.1

Mid-Willamette Valley Council of Governments
100 High Street SE STE 200
Salem, OR 97301 US
+1 5035401603
amathiesen@mwvcog.org

INVOICE

BILL TO
City of Amity
PO Box 159
Amity, OR 97101 United States

INVOICE	1343
DATE	11/15/2021
TERMS	Net 30
DUE DATE	12/15/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Associate Planner - Local	30.75	90.00	2,767.50

BALANCE DUE **$2,767.50**