



CITY COUNCIL EXECUTIVE SESSION AND REGULAR MEETING AGENDA

Tuesday February 10, 2026

EXECUTIVE SESSION MEETING: 5:30 pm

REGULAR MEETING: 6:30 pm

John Day Fire Station

316 S Canyon Blvd, John Day, OR 97845

(541)575-0028 www.cityofjohnday.com

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

Join Zoom Meeting

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

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

Meeting ID: 958 6794 2253

Passcode: 776959

Enter into Executive Session: 5:30 p.m.

Representatives of the news media and designated individuals are permitted to attend the executive sessions. All other members of the audience are asked to leave the room.

Representatives of the news media are specifically directed not to report on any deliberations held during the executive sessions, except to state the general subject of the executive sessions as previously announced. No decisions will be made in the executive session.

- a. ORS 192.660 2 (i); To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.
- b. ORS 192.660 2 (h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Exit Executive Session

Call to Order: Regular John Day Council Meeting 6:30 pm.

1. Call John Day City Council Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Amend or Accept Regular Agenda
5. Public Comments (*Please Limit to 3 Minutes*)

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

6. Consent Agenda

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

- a. AP through 1-26-26
- b. Minutes of CC Workshop Mtg 12-3-25
- c. Minutes of CC Regular Mtg 1-13-26 (unavailable)

7. Contract Renewal; Gaslin Accounting

8. WWTP Update; Ducote Consulting; Nick Ducote

Other Business:

9. City Manager Comments

10. Mayor and Council Comments:

11. Adjournment: Next Meetings: City Council; February 24, 2026

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment" {AND} {<>} "EFT"

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
1ST. CHOICE AUTO BODY							
01/13/2026	760592	1002	1ST. CHOICE AUTO BODY	13810	26-050-64701	1,149.00	1,149.00
Total 760592:							1,149.00
ANALYTICAL LABS							
01/13/2026	760593	1030	ANALYTICAL LABS	2600123	03-000-63450	1,137.09	1,137.09
Total 760593:							1,137.09
BRYANT, LOVLIE, & JARVIS, PC.							
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26512	01-000-63450	355.00	355.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26513	02-000-63450	75.00	75.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26514	03-000-66230	375.00	375.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26515	10-000-63450	50.00	50.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26516	34-000-63450	1,055.00	1,055.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26517	34-000-63450	5,640.00	5,640.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26518	34-000-63450	50.00	50.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26519	34-000-63450	495.00	495.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26520	01-000-63450	225.00	225.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26521	06-000-63450	250.00	250.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26630	10-000-63450	50.00	50.00
01/13/2026	760594	1067	BRYANT, LOVLIE, & JARVIS, PC.	26631	10-000-63450	75.00	75.00
Total 760594:							8,695.00
CASELLE, INC							
01/13/2026	760595	1083	CASELLE, INC	INV-14960	26-000-64000	1,254.00	1,254.00
Total 760595:							1,254.00
CwM-H20, LLC							
01/13/2026	760596	1125	CwM-H20, LLC	3112	03-000-66230	5,914.18	5,914.18
Total 760596:							5,914.18
DUBOIS CHEMICALS, INC							
01/13/2026	760597	1162	DUBOIS CHEMICALS, INC	IN-30533472	02-000-63800	7,620.77	7,620.77
Total 760597:							7,620.77
GASLIN ACCOUNTING CPAS PC							
01/13/2026	760598	1191	GASLIN ACCOUNTING CPAS PC	02012	06-000-63825	3,514.00	3,514.00
Total 760598:							3,514.00
GRANT COUNTY TREASURER							
01/13/2026	760599	1218	GRANT COUNTY TREASURER	JD122025	01-000-62450	8,333.33	8,333.33
Total 760599:							8,333.33
JENSEN STRATEGIES							
01/13/2026	760600	17730	JENSEN STRATEGIES	1679 DEC202	06-000-63825	6,800.00	6,800.00

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total 760600:							6,800.00
KELLER ASSOCIATES							
01/13/2026	760601	1742	KELLER ASSOCIATES	0253661	03-000-66230	273,844.15	273,844.15
Total 760601:							273,844.15
LES SCHWAB TIRES							
01/13/2026	760602	1323	LES SCHWAB TIRES	1400473306	26-050-64701	115.96	115.96
Total 760602:							115.96
ONE CALL CONCEPTS							
01/13/2026	760603	1387	ONE CALL CONCEPTS	5120393	06-000-64100	25.34	25.34
Total 760603:							25.34
TRIANGLE OIL							
01/13/2026	760604	1524	TRIANGLE OIL	130108	01-050-62950	83.49	83.49
01/13/2026	760604	1524	TRIANGLE OIL	130242	03-000-63400	1,042.59	1,042.59
Total 760604:							1,126.08
Grand Totals:							319,528.90

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-000-20000	.00	10,427.22-	10,427.22-
01-000-62450	8,333.33	.00	8,333.33
01-000-63450	580.00	.00	580.00
01-000-63825	1,054.20	.00	1,054.20
01-000-64000	351.12	.00	351.12
01-050-62950	83.49	.00	83.49
01-050-64000	25.08	.00	25.08
02-000-20000	.00	9,122.08-	9,122.08-
02-000-63450	75.00	.00	75.00
02-000-63800	7,620.77	.00	7,620.77
02-000-63825	1,054.20	.00	1,054.20
02-000-64000	363.66	.00	363.66
02-000-64100	8.45	.00	8.45
03-000-20000	.00	283,739.32-	283,739.32-
03-000-63400	1,042.59	.00	1,042.59
03-000-63450	2,191.29	.00	2,191.29
03-000-63500	363.66	.00	363.66
03-000-64100	8.45	.00	8.45
03-000-66230	280,133.33	.00	280,133.33
06-000-20000	.00	7,535.24-	7,535.24-
06-000-63450	250.00	.00	250.00
06-000-63825	7,151.40	.00	7,151.40
06-000-64000	125.40	.00	125.40
06-000-64100	8.44	.00	8.44
10-000-20000	.00	422.50-	422.50-

GL Account	Debit	Credit	Proof
10-000-63450	422.50	.00	422.50
26-000-20000	.00	1,290.04-	1,290.04-
26-000-64000	25.08	.00	25.08
26-050-64701	1,264.96	.00	1,264.96
34-000-20000	.00	6,992.50-	6,992.50-
34-000-63450	6,992.50	.00	6,992.50
Grand Totals:	319,528.90	319,528.90-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment" {AND} {<>} "EFT"

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment" {AND} {<>} "EFT"

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
ACS - ADVANCED CONTROL SYSTEMS							
01/26/2026	760605	1013	ACS - ADVANCED CONTROL SYSTEM	41632	03-000-63450	415.00	415.00
Total 760605:							415.00
AMAZON CAPITAL SERVICES, INC.							
01/26/2026	760606	1026	AMAZON CAPITAL SERVICES, INC.	14RW-DJ4G-L	10-000-63800	95.90	95.90
01/26/2026	760606	1026	AMAZON CAPITAL SERVICES, INC.	14YF-LKQF-M	10-000-63877	24.72	24.72
01/26/2026	760606	1026	AMAZON CAPITAL SERVICES, INC.	19KQ-VGGT-1	01-000-63800	138.41	138.41
01/26/2026	760606	1026	AMAZON CAPITAL SERVICES, INC.	19WK-MXHF-	02-000-63800	37.44	37.44
01/26/2026	760606	1026	AMAZON CAPITAL SERVICES, INC.	1CLY-HYKC-D	01-000-63800	19.15	19.15
01/26/2026	760606	1026	AMAZON CAPITAL SERVICES, INC.	1CQV-HJH4-9	01-000-63800	24.99	24.99
01/26/2026	760606	1026	AMAZON CAPITAL SERVICES, INC.	1DR7-DFLV-F	02-000-63800	49.95	49.95
01/26/2026	760606	1026	AMAZON CAPITAL SERVICES, INC.	1KL7-VVNY-F	10-000-63800	70.26	70.26
01/26/2026	760606	1026	AMAZON CAPITAL SERVICES, INC.	1PY7-KQD6-K	01-000-63800	5.99	5.99
01/26/2026	760606	1026	AMAZON CAPITAL SERVICES, INC.	1VXQ-3K7H-J	01-000-63800	126.60	126.60
Total 760606:							593.41
BOX R WATER ANALYSIS							
01/26/2026	760607	1062	BOX R WATER ANALYSIS	X065098	02-000-64100	101.00	101.00
01/26/2026	760607	1062	BOX R WATER ANALYSIS	X065099	02-000-64100	51.00	51.00
Total 760607:							152.00
CASCADE FIRE EQUIPMENT CO.							
01/26/2026	760608	1082	CASCADE FIRE EQUIPMENT CO.	INV21794	01-050-62950	942.75	942.75
Total 760608:							942.75
DEQ FINANCIAL SERVICES LBX4244							
01/26/2026	760609	1149	DEQ FINANCIAL SERVICES LBX4244	WQDOM2600	03-000-62900	2,615.60	2,615.60
Total 760609:							2,615.60
DUBOIS CHEMICALS, INC							
01/26/2026	760610	1162	DUBOIS CHEMICALS, INC	IN-30535610	02-000-63800	2,336.56	2,336.56
Total 760610:							2,336.56
ED STAUB & SONS PROPANE							
01/26/2026	760611	1168	ED STAUB & SONS PROPANE	13583510	26-000-64798	1,078.16	1,078.16
01/26/2026	760611	1168	ED STAUB & SONS PROPANE	CL451249	26-050-63100	332.19	332.19
Total 760611:							1,410.35
GENERAL PACIFIC, INC.							
01/26/2026	760612	1198	GENERAL PACIFIC, INC.	1535027	02-000-66400	1,998.00	1,998.00
Total 760612:							1,998.00
GRANT COUNTY AUTOMOTIVE							
01/26/2026	760613	1211	GRANT COUNTY AUTOMOTIVE	9390	26-050-64701	132.60	132.60

Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
01/26/2026	760613	1211	GRANT COUNTY AUTOMOTIVE	9402	03-000-62500	136.56	136.56
Total 760613:							269.16
KAREN BARNTISH							
01/26/2026	760614	17870	KAREN BARNTISH	W/S REFUND	03-000-20130	7.74	7.74
Total 760614:							7.74
KELLER ASSOCIATES							
01/26/2026	760615	1742	KELLER ASSOCIATES	0254006	03-000-66230	269,303.35	269,303.35
Total 760615:							269,303.35
LANE COUNCIL OF GOVERNMENTS							
01/26/2026	760616	1314	LANE COUNCIL OF GOVERNMENTS	100487	10-000-63825	2,621.50	2,621.50
Total 760616:							2,621.50
NocTel Communications Inc							
01/26/2026	760617	17825	NocTel Communications Inc	260057	03-000-64798	272.25	272.25
Total 760617:							272.25
THE DYER PARTNERSHIP							
01/26/2026	760618	1667	THE DYER PARTNERSHIP	40533	10-000-63825	8,438.50	8,438.50
01/26/2026	760618	1667	THE DYER PARTNERSHIP	40853	10-000-63825	88.00	88.00
01/26/2026	760618	1667	THE DYER PARTNERSHIP	40854	10-000-63825	704.00	704.00
01/26/2026	760618	1667	THE DYER PARTNERSHIP	40857	03-000-66230	220.00	220.00
Total 760618:							9,450.50
VERIZON							
01/26/2026	760619	1538	VERIZON	6133109266	02-000-64798	295.72	295.72
Total 760619:							295.72
Grand Totals:							292,683.89

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-000-20000	.00	1,500.22-	1,500.22-
01-000-63800	302.66	.00	302.66
01-000-64798	196.21	.00	196.21
01-050-62950	942.75	.00	942.75
01-050-64798	58.60	.00	58.60
02-000-20000	.00	5,360.73-	5,360.73-
02-000-20130	3.10	.00	3.10
02-000-63800	2,436.43	.00	2,436.43
02-000-63825	207.50	.00	207.50
02-000-64100	152.00	.00	152.00
02-000-64798	563.70	.00	563.70
02-000-66400	1,998.00	.00	1,998.00

**CITY OF JOHN DAY
WORK SESSION MINUTES December 3, 2025**

COUCILORS PRESENT:

Sherrie Rininger, Mayor
Chris Labhart, Councilor
Bradley Hale, Councilor
Ron Phillips, Councilor
Vern Pifer, Councilor
Heather Swank, Councilor
Meloni Cochran, Councilor

COUNCILORS ABSENT

STAFF PRESENT:

Melissa Bethel, City Manager
Don Gabbard, Fire Chief
Amelia Wallace, Jensen Strategies

Call Meeting to Order

The Work Session was called to order at 6:30 pm.

Agenda Item No. 1—Pledge of Allegiance

The City Council stood for the Pledge of Allegiance.

Agenda Item No. 2—Roll Call and Attendance

All councilors were present.

Agenda Item No. 3—Strategic Plan Update; Themes and outcomes from input; Vision Statement

Wallace from Jensen Strategies delivered a PowerPoint presentation outlining the progress made to date in the Strategic Planning process. She provided a review of community feedback gathered through the John Day 2045 Vision process.

Several focus areas for the John Day 2045 Vision were identified including a thriving economy, a family friendly community, an excellent quality of life and support and safety for residents. Key concepts associated with these focus areas include well-paying jobs, an affordable cost of living, access to housing, a variety of community amenities, activities for all ages, strong schools and education, access to quality healthcare and overall safety and security.

Council members generally agreed the feedback was not surprising and noted that while the community's priorities and challenges are clear, additional guidance is needed on how to achieve the desired outcomes. Council members expressed appreciation for the community engagement efforts and indicated interest in moving forward with the next steps of the strategic planning process.

Agenda Item No. 4—Council Rules and Procedures; Council discussion

- a. Is there a specific Rules and Procedures Council would like to use as a base?

- b. What specific content from other cities Rules and Procedures would Council like incorporated into John Day's?

The Council expressed consensus on the need to review and become familiar with the existing rules and practices before considering changes. Bethel stated to keep in mind that the current rules are old and outdated.

Adjourn:

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

Melissa Bethel, CM

DRAFT



REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED:			
Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Motion X	Information <input type="checkbox"/>
Date Prepared: 2-3-26		Dept.: City Manager's Office	
SUBJECT: Amendment No. 2 to Professional Services Agreement with Gaslin Accounting CPA's, PC		Contact Person for this Item: Melissa Bethel, City Manager, bethelm@johnday-org.gov 541 575 0028 ex 4224	

SUBJECT: City Council approval is requested for Amendment No. 2 to the Professional Services Agreement between the City of John Day and Gaslin Accounting CPA's, PC ("Gaslin Accounting"). The amendment extends the term of the agreement, updates compensation, and establishes a not-to-exceed annual cap for services.

BACKGROUND:

The City entered into a Professional Services Agreement with Gaslin Accounting effective September 12, 2023. Under the agreement, Gaslin Accounting provides city recorder, professional accounting, and related administrative services. The initial term expired June 30, 2024. On June 12, 2024, the parties executed Amendment No. 1, which (1) adjusted compensation and (2) extended the agreement for one additional year through June 30, 2025. City staff and Gaslin Accounting have continued to work collaboratively, and the City has an ongoing need for the services provided under the agreement. Amendment No. 2 is proposed to ensure continuity of service and to update the agreement to reflect current operational needs and cost structures.

SUMMARY:

Amendment No. 2 includes the following key provisions:

1. Term Extension

- Extends the agreement for a three-year term beginning July 1, 2025 and ending June 30, 2028 ("Extended Term").
- Provides an optional two-year extension (July 1, 2028 – June 30, 2030) upon mutual written agreement.

2. Compensation

- Establishes an hourly rate of \$165.00 per hour beginning July 1, 2025.
- Sets a not-to-exceed cap of \$100,000 per fiscal year for the Extended Term

3. Rate Adjustment Process

- Allows Gaslin Accounting to request one rate adjustment per contract year.
- Any approved adjustment becomes effective only on July 1 of the applicable year.
- Adjustments require written approval by the City.

4. Other Provisions

- Confirms that all terms of the original agreement and Amendment No. 1 remain in effect unless specifically modified.
- Clarifies that the amendment constitutes the full and final understanding of the parties regarding the changes described.
- Provides standard contract language regarding severability, execution in counterparts, and integration.

FINANCIAL IMPACT:

The amendment establishes a maximum annual cost of \$100,000 per fiscal year. Actual expenditures will depend on the number of hours of service required. Funding is available within the adopted budget for administrative and financial services.

ATTACHMENTS:

Gaslin Amendment #2

Gaslin Amendment #1

Gaslin Original Contract

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 2 to Professional Services Agreement (this "Amendment") is dated February __, 2026, but made effective for all purposes as of July 1, 2025 (the "Effective Date"), and is entered into between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E Main Street, John Day, Oregon 97845, and Gaslin Accounting CPA's, PC ("Corporation"), an Oregon professional corporation, whose address is 2550 Broadway Street, Baker City, Oregon 97814.

RECITALS:

A. City and Corporation are parties to a certain Professional Services Agreement dated effective September 12, 2023 (the "Agreement"). Pursuant to the Agreement, Corporation provides certain city recorder and professional accounting and related services for and on behalf of City. The initial term of the Agreement expired on June 30, 2024.

B. City and Corporation entered into a certain Amendment No. 1 to Professional Services Agreement dated June 12, 2024 (the "First Amendment"). City and Corporation entered into the First Amendment to, among other things, (a) modify the compensation payable under the Agreement, and (b) extend the term of the Agreement for one additional period of one year (or 12 months). The First Amendment extended the term of the Agreement through June 30, 2025.

C. Subject to the terms and conditions contained in this Amendment, City and Corporation desire to enter into this Amendment to, among other things, (a) extend the term of the Agreement for a fixed term of three years (or 36 months), with an option for one additional two year (or 24 month) extension exercisable by the parties' mutual written consent, (b) increase the hourly rate to \$165.00 per hour and establish a limited annual rate-adjustment process, and (c) set a total not-to-exceed compensation cap of \$100,000.00 for the Extended Term and, if exercised, the Option Term. For purposes of this Amendment, the term "Agreement" includes the First Amendment, unless otherwise indicated.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Extension. Subject to the terms and conditions contained in this Amendment and the Agreement, the term of the Agreement is extended for one additional term of three years (or 36 months), commencing July 1, 2025 and ending June 30, 2028 (the "Extended Term"), unless sooner terminated as provided in the Agreement. Subject to the terms and conditions contained in this Amendment and the Agreement, the Extended Term is on the same terms and conditions contained in the Agreement. After expiration of the Extended Term, the parties may by mutual written agreement extend the term of the Agreement for one additional term of two years (or 24 months), commencing July 1, 2028 and ending June 30, 2030 (the "Option Term")

2. Compensation. Commencing on July 1, 2025, but subject to the terms and conditions contained in this Amendment and the Agreement, City will pay Corporation \$165.00 per hour in consideration of Corporation's timely and faithful performance of the Services. Notwithstanding anything contained in this Amendment and/or the Agreement providing otherwise, total compensation payable by City for performance of the Services during the Extended Term and, if exercised, the Option Term will not exceed \$100,000.00 per fiscal year (i.e., July 1 – June 30 of the immediately following calendar year).

3. Rate Adjustments. After July 1, 2025, Corporation may request an adjustment to the hourly rate identified in Section 2 no more than once per contract year. Any rate adjustment, if approved, will be effective only as of the anniversary of the Effective Date (July 1). Rate adjustments must first be approved by City in writing.

4. Miscellaneous.

4.1 Corporation affirms Corporation's representations, warranties, covenants, and agreements contained in the Agreement, except as specifically modified under this Amendment. This Amendment will not be construed as an actual or implied waiver and/or release of any Corporation obligation and/or liability arising out of or under the Agreement. This Amendment is made part of the Agreement. The terms and conditions of the Agreement that are not amended or otherwise modified by this Amendment remain unchanged and in full force and effect. All capitalized terms used in this Amendment not otherwise defined herein have the meanings assigned to them in the Agreement.

4.2 All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. No addition, modification, amendment, or alteration to this Amendment will be effective against the parties unless specifically agreed upon in writing and signed by the parties. This Amendment, and any document referenced in this Amendment, represents the complete, exclusive, and final understanding of the parties with respect to the subject matter of this Amendment. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. If any term or provision contained in this Amendment is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Amendment did not contain the particular term or provision held to be invalid.

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

City:
City of John Day,
an Oregon municipal corporation

Corporation:
Gaslin Accounting CPA's, PC
an Oregon professional corporation

By: Melissa Bethel, City Manager

By: Robert Gaslin, President

Federal Tax Id. No.: 93-6002192

Federal Tax Id. No.: 84-2096430

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 to Professional Services Agreement (this "Amendment") is dated June 12, 2024, but made effective for all purposes as of the Effective Date (as defined below), and is entered into between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E Main Street, John Day, Oregon 97845, and Gaslin Accounting CPA's, PC ("Corporation"), an Oregon professional corporation, whose address is 2550 Broadway Street, Baker City, Oregon 97814.

RECITALS:

A. City and Corporation are parties to a certain Professional Services Agreement dated effective September 12, 2023 (the "Agreement"). Pursuant to the Agreement, Corporation is providing certain city recorder and professional accounting and related services for and on behalf of City. The term of the Agreement expires on June 30, 2024.

B. Subject to the terms and conditions contained in this Amendment, City and Corporation desire to enter into this Amendment to, among other things, (a) modify the compensation payable under the Agreement, and (b) extend the term of the Agreement for one additional period of one year (or 12 months).

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Extension. Subject to the terms and conditions contained in this Amendment, the term of the Agreement is extended for one additional term of one year (or 12 months), commencing on July 1, 2024 and ending on June 30, 2025 (the "Extension Period"), unless sooner terminated as provided in the Agreement. Subject to the terms and conditions contained in this Amendment, the one-year extension provided under this Amendment is on the same terms and conditions contained in the Agreement.

2. Amendment No. 1 – Contractor Services. Subject to the terms and conditions contained in this Amendment and the Agreement, in addition to the Services identified under the Agreement, City and Contractor acknowledge and agree that Contractor will perform (and has performed) Services concerning or related to City's payroll and accounts payable data entry, financial reporting, and the provision of city recorder related training of certain City personnel.

3. Amendment No. 2 – Compensation. Commencing on July 1, 2024, but subject to the terms and conditions contained in this Amendment and the Agreement, City will pay Contractor \$150.00 per hour in consideration of Contractor's timely and faithful performance of the Services. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) Contractor spent to perform the Services; (c) the applicable fees for performing the Services; and (d) all other information and documentation City may reasonably request. Subject to the terms and conditions contained in this Amendment and the Agreement, City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the subject Services. Notwithstanding anything contained in this Amendment and/or the Agreement providing otherwise, (y) as of July 1, 2024 City will not pay

Contractor the Monthly Fee identified under Section 2.1 of the Agreement, and (z) total compensation payable by City for performances of the Services during the Extension Period will not exceed \$80,000.00.

4. Miscellaneous.

4.1 Contractor affirms Contractor's representations, warranties, covenants, and agreements contained in the Agreement, except as specifically modified under this Amendment. This Amendment will not be construed as an actual or implied waiver and/or release of any Contractor obligation and/or liability arising out of or under the Agreement. This Amendment is made part of the Agreement. The terms and conditions of the Agreement that are not amended or otherwise modified by this Amendment remain unchanged and in full force and effect. All capitalized terms used in this Amendment not otherwise defined herein have the meanings assigned to them in the Agreement.

4.2 All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. No addition, modification, amendment, or alteration to this Amendment will be effective against the parties unless specifically agreed upon in writing and signed by the parties. This Amendment, and any document referenced in this Amendment, represents the complete, exclusive, and final understanding of the parties with respect to the subject matter of this Amendment. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. If any term or provision contained in this Amendment is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Amendment did not contain the particular term or provision held to be invalid.

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

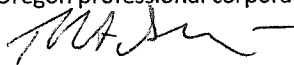
City:
City of John Day,
an Oregon municipal corporation


By: Melissa Bethel, City Manager

Federal Tax Id. No.: 93-6002192

Date: 6-12-24

Corporation:
Gaslin Accounting CPA's, PC
an Oregon professional corporation


By: Robert Gaslin, President

Federal Tax Id. No.: 84-2096430

Date: 6/12/24

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is dated and made effective for all purposes as of September 12, 2023 (the "Effective Date") and is entered into between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, and Gaslin Accounting CPA's, PC ("Corporation"), an Oregon professional corporation, whose address is 2550 Broadway Street, Baker City, Oregon 97814.

RECITAL:

City desires to retain Corporation to perform certain professional accounting and related services and serve as City's city recorder. Subject to the terms and conditions contained in this Agreement, Corporation is willing to perform the Services (as defined below) for an on behalf of City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Corporation will perform the following professional accounting and related services for and on behalf of City as and when requested by City (collectively, the "Services"): (a) those services and tasks identified in the "Scope of Work" attached hereto as Exhibit A (the "Scope of Work"); (b) all necessary or appropriate services customarily provided by Corporation in connection with its performance of those services identified in the Scope of Work; and (c) any other services requested by City from time to time. Corporation will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to the city manager (or his or her designee) and report directly to the city manager (or his or her designee), and (z) devote such time and attention to performance of the Services as City deems necessary or appropriate.

1.2 Coordination; Schedule of Services. Corporation will timely perform the Services in accordance with this Agreement. Corporation will coordinate its performance of the Services with the city manager (or his or her designee). During the term of this Agreement, Corporation will perform the Services in-person (i.e., within City's incorporated limits) no less than ~~twice~~ ^{once} per month and remotely, as necessary; provided, however, Corporation will attend (in-person) one regular Council meeting per month unless prior excused by the mayor or city manager. Unless prior excused by the mayor or city manager, Corporation will attend (in-person) all budget-related meetings. Corporation and City will routinely consult with each other to ensure effective and efficient provision of the Services.

1.3 Conditions Precedent. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Corporation's performance of its obligations under this Agreement, including, without limitation, those Corporation obligations identified under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Corporation's timely and faithful performance of its obligations under this Agreement, City will pay Corporation a fixed fee of \$4,600.00 per month, prorated as necessary (the "Monthly Fee"). Corporation will submit monthly invoices to City concerning the Services performed by Corporation during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Corporation (and by

whom); and (b) all other information and documentation City may reasonably request. City will pay the Monthly Fee within thirty (30) days after City has reviewed and approved the applicable Invoice. City's payment will be accepted by Corporation as full compensation for performing the Services to which the Invoice relates. No compensation will be paid by City for any portion of the Services not performed. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City for performances of the Services will not exceed \$80,000.00. City will pay Corporation a fixed hourly rate of \$150.00 for Services Corporation rendered to City prior to the Effective Date; City's payment for such Services will be made within thirty (30) days after City receives and approves an Invoice concerning such Services.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Corporation, and Corporation will be solely responsible for obtaining Corporation's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Corporation will provide, at Corporation's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Corporation for any expenses Corporation incurs to perform the Services.

3. Relationship.

3.1 Independent Contractor. Corporation is an independent contractor of City. Corporation is not an employee of City. Corporation will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Corporation and does not establish a joint venture or partnership between City and Corporation. Corporation does not have the authority to bind City or represent to any person that Corporation is an agent of City. Corporation has the authority to hire other persons to assist Corporation in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Corporation, and Corporation will be solely responsible for paying all taxes arising out of or resulting from Corporation's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Corporation will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Corporation representation, warranty, and/or covenant made in this Agreement, Corporation represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Corporation is duly organized, validly existing, and in good standing under applicable Oregon law. Corporation has full power and authority to sign and deliver this Agreement and to perform all Corporation's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Corporation, enforceable against Corporation in accordance with its terms. The signing and delivery of this Agreement by Corporation and the performance by Corporation of all Corporation's obligations under this Agreement will not (a) breach any agreement to which Corporation is a party, or give any person the right to accelerate any obligation of Corporation, (b) violate any law, judgment, and/or order to which Corporation is subject, and/or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. By signing below, Corporation certifies that Corporation (and Corporation's principals) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in and/or performing the Services under this Agreement.

4.2 Licenses; Quality of Services. Prior to Corporation's execution of this Agreement, Corporation obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. Corporation will perform the Services diligently, in good faith and in a professional manner, consistent with the degree of care and skill ordinarily exercised by the same or similar professional accountants and consultants, and consistent with

the terms and conditions contained in this Agreement. The Services will be performed subject to and in accordance with the Laws (as defined below). Corporation will be solely responsible for the Services. Corporation will make all decisions called for promptly and without unreasonable delay.

4.3 Insurance. During the term of this Agreement, Corporation will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Corporation's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles (if any) that are or may be used by Corporation in connection with Corporation's performance of the Services with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) errors and omissions insurance with limits of no less than \$1,000,000.00; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy (except errors and omissions insurance) required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Corporation is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Corporation's insurance will be primary and any insurance carried by City will be excess and noncontributing. Corporation will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Corporation is required to obtain under this Agreement upon Corporation's execution of this Agreement and at any other time requested by City. If Corporation fails to maintain insurance as required under this Agreement, City may terminate this Agreement due to Corporation's default and pursue all rights and remedies provided under this Agreement and/or applicable law.

4.4 Compliance with Laws. Corporation will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Corporation will comply with each obligation applicable to Corporation and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Corporation obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Corporation, this Agreement, and/or the Services, including, without limitation, Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.870) if applicable, all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. Corporation releases and will defend, indemnify, and hold City and each present and future City employee, officer, volunteer, and representative (individually and collectively, "City Representative(s)") harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by Corporation's acts and/or omissions (and/or the acts and/or omissions of Corporation's members, managers, directors, officers, shareholders, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Corporation Representative(s)"); (b) Corporation's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Corporation's breach and/or failure to perform any Corporation representation, warranty, covenant, and/or obligation contained in this Agreement. Corporation's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Corporation will provide and assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (individually and collectively, the "Deliverable(s)") to City upon the earlier of City's request or termination of this Agreement. All Deliverables provided to City will become the property of City who may use them without Corporation's permission for any

proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Corporation will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Corporation is responsible (including, without limitation, any claims which may be brought against City), and Corporation will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Corporation will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Corporation's records concerning the Services will be maintained in accordance with sound accounting practices and in an acceptable cost account system. Corporation agrees to provide City access to any books, documents, papers, and/or records of Corporation which are directly pertinent to this Agreement and/or the Services, including, without limitation, Corporation's time and billing records, for the purpose of making audit, examination, excerpts, and transcriptions. Corporation agrees to maintain all books, records, and/or reports required under this Agreement for a period of no less than five years after final payment is made and all pending matters are closed.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Corporation will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Corporation may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Corporation promptly notifies the city manager of the order and complies with any applicable protective or similar order. Corporation will promptly notify the city manager of any unauthorized use, communication, or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Corporation and will exert Corporation's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Agreement, Corporation will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed or received by Corporation, together with all copies and summaries of such Confidential Information. If requested by City, Corporation will execute a written certification satisfactory to City pursuant to which Corporation will represent and warrant that Corporation has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Corporation or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Corporation; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement; Termination. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2024, unless sooner terminated or extended as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Corporation, and/or (b) City may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Corporation. Upon receipt of notice of termination, except as explicitly directed by City, Corporation must immediately discontinue performing all Services. The term of this Agreement may be extended for one or more terms of one year each by the parties' mutual written consent.

5.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Corporation upon the happening of any of the following events: (a) Corporation engages in any form of dishonesty or conduct involving moral turpitude that reflects adversely on the reputation or operations of City; (b) problems occur in connection with the performance of the Services; and/or (c) Corporation breaches and/or otherwise fails to perform any Corporation representation, warranty, covenant, and/or obligation contained in this Agreement.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Corporation for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action that a party may have against the other party. If requested by City, within a reasonable period of time after termination of this Agreement (but in no event later than five days after City's request), Corporation will deliver to City all materials and documentation related to or concerning the Services.

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

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Corporation will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Corporation will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement; provided, however, if any exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the terms contained in

this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Corporation's performance of its obligations under this Agreement. All notices or other communications required to be in writing under this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

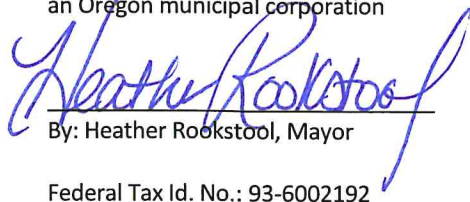
6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Corporation. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Corporation has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

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

CITY:

City of John Day,
an Oregon municipal corporation

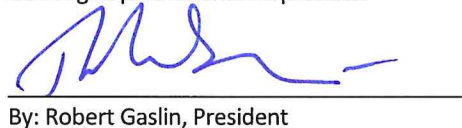


By: Heather Rookstool, Mayor

Federal Tax Id. No.: 93-6002192

CORPORATION:

Gaslin Accounting CPA's, PC,
an Oregon professional corporation



By: Robert Gaslin, President

Federal Tax Id. No.: 84-2096430

Exhibit A
Scope of Work

In addition to all other services identified in this Agreement, Corporation will timely perform the following city recorder support services for and on behalf of City:

- (a) Coordinate with City staff to categorize invoices and project expenses;
- (b) Coordinate with City staff and grant managers to manage grant funding;
- (c) Provide City with monthly account reconciliations;
- (d) Provide monthly review and report of City's general ledger to Council;
- (e) Provide journal entries as needed;
- (f) Coordinate with City staff to evaluate City's annual budget and prepare/develop City's annual budget;
- (g) Provide audit support (i.e., assist City's third-party auditor) as needed and/or requested;
- (h) Report a budget to actual report to Council each month;
- (i) Provided fixed asset maintenance;
- (j) Provide general financial consulting, as needed; and
- (k) All other tasks and/or projects as assigned by City.

John Day Sewer & Wastewater Treatment Plant Improvements

February 2026 Progress Report for City Council

John Day's Sewer Improvements Project has six primary tracks that are the focus of our efforts:

1. Section 7/NEPA Environmental Compliance
2. Project Funding
3. DEQ Permitting
4. Preliminary Site Preparation for Companion Projects
5. Engineering Design and Equipment Procurement
6. Community Engagement and Outreach

This memo provides a progress summary for all six tracks over November 2025 – January 2026. Our top priority currently is Task 2) Project Funding and Task 5) Engineering Design.

High Notes:

- Task 2: Federal Congressional funds have been secured and the president signed the budget with the City's earmark!
- Task 5: Final Design Engineering is at 90% completed
- Task 5: Monitoring wells drilled.

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

- For the Congressional funds, EPA will also need to adopt the environmental.

2. PROJECT FUNDING (TASK 2)

State Legislative Funds: Secured and written into law. Funds will come through Business Oregon. In Spring 2027, the State of Oregon will sell Lottery Bonds and the proceeds will fund this project. We are working with the State to learn how best to integrate these funds into our rapidly proceeding project.

Federal Legislative Funds: Secured and written into law. The funds will come through federal Environmental Protection Agency-Region 10 Office. In Summer or Fall 2026, EPA will release their guidance on how to apply and access these funds. EPA will need to conduct their own environmental clearance and there is an independent application process.

DEQ-CWSRF: The City has secured a \$546,926 Design Loan through the DEQ-Clean Water State Revolving Loan Fund program. DEQ has committed another \$23,000,000 to the project in this fiscal year, but it cannot be finalized until the City finishes Final Design and that is approved by DEQ.

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

Current WWTF Project Budget Status (as of 1/26)			
<i>Funding</i>	<i>Number</i>	<i>Amount Awarded</i>	<i>Balance</i>
Community Development Block Grant	P18011	\$2,500,000	\$0
HB-5006/DAS ARPA Funds	8154	\$1,500,000	\$0
Water/Wastewater Financing Program	Y21006	\$2,500,000	\$448,825
DEQ-CWSRF Final Design		\$546,926*	\$546,926
TOTALS		\$7,046,926	\$995,751

Construction Funding in Process				
Fiscal Year/Agency	Request Date	Request Amount	Amount Received	Timeframe for Decision
2026/DEQ-CWSRF	2023-2024	\$30,000,000	\$546,926; \$23m in process	Finish Final Design
2026/US Congress	January 2025	\$5,000,000	\$4,500,000	COMMITTED
2026/OR Legislature	January 2025	\$10,000,000	\$5,000,000	COMMITTED

3. DEQ PERMITTING (TASK 3)

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

Status:

- Keller is meeting monthly with DEQ on the plant design, permitting issues, and is having a productive and open discussion.

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

All Task 4 projects closed out.

5. ENGINEERING DESIGN (TASK 5)

Updates:

- Sewer Plant Final Design Engineering
 - Three (3) equipment procurements for the WWTF have been awarded.
 - Team has completed the 90% design; working on a set with a cost estimate that reflects all costs for construction, engineering, inspection, and other miscellaneous costs.
- Well Drilling – Yellow Jacket Drilling
 - Completed.

6. COMMUNITY ENGAGEMENT AND OUTREACH (TASK 6)

Status:

- On-going and consistent Council updates from Ducote Consulting
- City Manager Melissa Bethal gives monthly updates on Coffee Time via KJDY 1400 AM.
- City Staff and consultants team held a Town Hall at the Senior Center on January 23, 2024.
- City Staff and consultants team held another Open House at the Fire Station on March 25, 2025.