



City Council

- Mayor
Brian Dalton
- Council President
LaVonne Wilson
- Councilor
Jim Brown
- Councilor
Jim Fairchild
- Councilor
Kelly Gabliks
- Councilor
Beth Jones
- Councilor
Jackie Lawson
- Councilor
Kevin Marshall
- Councilor
Murray Stewart
- Councilor
Ken Woods, Jr.

City Staff

- City Manager
Ron Foggin
- City Attorney
Lane Shetterly
- Community Development/
Operations Director
Jason Locke
- Finance Director
Cecilia Ward
- Fire Chief
Fred Hertel
- Police Chief
Tom Simpson
- Engineering Director
Fred Braun
- City Recorder
Emily Gagner
- Recording Secretary
Jeremy Teal

Dallas City Council Agenda

Mayor Brian Dalton, Presiding
 Monday, October 6, 2014
 7:00 pm
 Dallas City Hall
 187 SE Court St.
 Dallas, OR 97338

All persons addressing the Council will please use the table at the front of the Council. All testimony is electronically recorded. If you wish to speak on any agenda item, please sign in on the provided card.

| AGENDA ITEM | RECOMMENDED ACTION |
|---|-----------------------|
| 1. ROLL CALL | |
| 2. PLEDGE OF ALLEGIANCE | |
| 3. EMPLOYEE RECOGNITION / INTRODUCTION | |
| 4. COMMENTS FROM AUDIENCE This time is provided for citizens to comment on municipal issues and any agenda items other than public hearings. The Mayor may place time restrictions on comments. Please supply 14 copies of the material brought to the meeting for distribution. | |
| 5. PUBLIC HEARINGS Public comment will be allowed on items appearing on this portion of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony. | |
| 6. CONSENT AGENDA The following items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the Consent Agenda and considered separately. | |
| a. Approve minutes of September 22, 2014 Special City Council meeting | PG. 3 |
| 7. ITEMS REMOVED FROM CONSENT AGENDA | |
| 8. REPORTS OR COMMENTS FROM MAYOR AND COUNCIL MEMBERS | |
| a. General Comments from the Councilors and Mayor | |
| b. Report of the September 22, 2014, Administrative Committee Meeting (Councilor Brown) | Information PG. 4 |
| c. Report of the September 22, 2014, Building & Grounds Committee (Councilor Brown) | Information PG. 11 |
| 9. REPORTS FROM CITY MANAGER AND STAFF | |
| a. Municipal Judge RFP | Motion PG. 20 |



Our Vision

Our vision is to foster an environment in which Dallas residents can take advantage of a vital, growing, and diversified community that provides a high quality of life.

Our Mission

The mission of the City of Dallas is to maintain a safe, livable environment by providing open government with effective, efficient, and accountable service delivery.

Our Motto

Commitment to the Community.
People Serving People.

City Hall

Dallas City Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the City Manager's Office, 503-831-3502 or TDD 503-623-7355.

- b. Fire apparatus lease
- c. Economic Development Commission Spending Recommendations
- d. Facility Use agreement with Dallas School Board
- e. Council Goal update
- f. Other

Motion
PG. 25

Motion
PG. 35

Motion
PG. 39

Information
PG. 48

10. RESOLUTIONS

11. FIRST READING OF ORDINANCE

- a. Ordinance No. 1768: An Ordinance amending Dallas City Code Section 2.700 relating to public records retention; and repealing Ordinance No. 1748.
- b. Ordinance No. 1769: An Ordinance amending provisions of the Dallas Development Code adopting a new Dallas Sign Code; and repealing conflicting provisions.
- c. Ordinance No. 1770: An Ordinance amending provisions of the Dallas City Code Section 8.802, relating to exemptions from property maintenance regulations; and declaring an emergency.

First Reading
PG. 49

First Reading
PG. 51

First Reading
PG. 71

12. SECOND READING OF ORDINANCE

13. OTHER BUSINESS

14. ADJOURNMENT

These minutes are supplemented by electronic recordings of the meeting, which may be reviewed upon request to the City Recorder. Audio files from City Council meetings from September 22, 2014, forward can be found online at <http://www.dallasor.gov/archive> under the corresponding agenda date. Staff reports, resolutions, ordinances, and other documents related to this meeting are also available at that site in the "Council Agendas" archive.

| | |
|--|-----------------------------------|
| DALLAS CITY COUNCIL | Monday, September 22, 2014 |
| The Dallas City Council met in regular session on Monday, September 22, 2014, at 5:00 p.m. in the Council Chambers of City Hall with Mayor Brian Dalton presiding. | |
| Council: Council President LaVonne Wilson, Councilor Jim Brown, Councilor Jim Fairchild, Councilor Beth Jones, Councilor Kevin Marshall, and Councilor Ken Woods, Jr. Councilor Kelly Gabliks and Councilor Murray Stewart via phone. Excused: Councilor Jackie Lawson | |
| Staff: City Manager Ron Foggin, City Attorney Lane Shetterly, Chief of Police Tom Simpson, Fire Chief Fred Hertel, Community Development/Operations Director Jason Locke, Finance Director Cecilia Ward, City Recorder/HR Manager Emily Gagner, and Recording Secretary Jeremy Teal. | |
| Pledge of Allegiance: Mayor Dalton led the Pledge of Allegiance. | |

| AGENDA | ACTION |
|--|---|
| 0:00:35 CONSENT AGENDA Items approved by the Consent Agenda: September 15, 2014, City Council meeting minutes | It was moved by Councilor Woods <i>to approve the Consent Agenda as submitted.</i> The motion was duly seconded and carried with a vote of 8-0. |
| ITEMS REMOVED FROM CONSENT AGENDA | |
| OTHER BUSINESS | There was none. |

| | |
|---|---|
| ADJOURNMENT | There being no further business, the meeting adjourned at 5:01 p.m. |
| Read and approved this _____ day of _____ 2014. | |
| ATTEST: _____ | _____ Mayor |
| City Manager | |

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Administrative Committee
Monday, September 22, 2014

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Members Present: Chair Jim Brown, Kevin Marshall, and LaVonne Wilson. Excused: Jackie Lawson and Murray Stewart.

Also Present: Mayor Brian Dalton, City Manager Ron Foggin, Finance Director Cecilia Ward, Community Development/Operations Director Jason Locke, Fire Chief Fred Hertel, HR Manager Emily Gagner, and Recording Secretary Jeremy Teal.

Chair Brown called the meeting to order at 5:01 p.m.

MUNICIPAL JUDGE RFP PROCESS

Mr. Foggin announced the City would draft a request for proposal (RFP) to search for a new judge.

It was moved by Council President Wilson *to recommend the Council approve the proposed RFP*. The motion was duly seconded and carried with a vote of 3-0.

PARTITION DISCUSSION FOR SENIOR CENTER

Mr. Locke stated the senior center would need to rest on its own piece of land and a partition of the Carnegie Building lot was necessary. He noted an easement would remain for egress. He commented that he would need to clarify with the grant preparer the minimum lot size and the timing for the partition to take place.

Council President Wilson asked about parking requirements for the senior center. Mr. Locke noted there was a considerable amount of on-street parking and the possibility of timed parking on Church Street may need to be examined in the future. Mr. Foggin stated the seniors had purchased the lot on the corner of Washington St. and Church St. for additional parking and were checking with the grant preparer to possibly include that parking lot renovation in the grant.

It was moved by Councilor Marshall *to recommend Council to direct staff to proceed with the partition process*. The motion was duly seconded and carried with a vote of 3-0.

FINANCE DIRECTOR'S REPORT

Ms. Ward reported the fingerprinting machine was setup and ready for use.

HR MANAGER'S REPORT

Ms. Gagner reported the City had hired a library manager and a city planner, and noted that April Welsh had moved from detective to community service officer for the fire department. She indicated interviews for two police officer positions would occur in October.

OTHER

Mr. Foggin advised that Judge Fietelsen would like his pay rate increased. After discussion, the Administrative Committee indicated there was no justification for a rate increase at this time.

ADJOURNMENT

There was no other business and the meeting was adjourned at 5:37 p.m.



Administration Committee

AGENDA

September 22, 2014

5:00 PM

Council Chambers
Dallas City Hall
187 SE Court St
Dallas, OR 97338

- A. Call to order
- B. Municipal Judge RFP process
- C. Partition discussion for Senior Center*
- D. Finance Director's report
- E. Human Resources Manager's report
- F. Other
- G. Adjournment

* Materials will be handed out at the meeting

COMMITTEE

Chair Jim Brown

Jackie Lawson

Kevin Marshall

Murray Stewart

LaVonne Wilson



DALLAS CITY COUNCIL
ADMINISTRATIVE SUBCOMMITTEE REPORT

TO: COUNCIL ADMINISTRATIVE SUBCOMMITTEE

| | | |
|--------------------------------|--|---|
| <i>City of Dallas</i> | Agenda Item No. B | Topic: RFP for Municipal Judge |
| Prepared By: Ron Foggin | Meeting Date: September 22, 2014 | Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Approved By: Ron Foggin | | |

RECOMMENDED MOTION:

Motion to recommend the City Council approves the request for proposal (RFP) and selection process for a municipal judge.

BACKGROUND:

In 2012 the City Council discussed going through a RFP process for the contract municipal judge position. With all the changes that had occurred with City personnel and an interim city manager in place, it was determined to extend the contract of the current municipal judge for two more years. The current contract with the municipal judge will expire December 31, 2014 so we need to start the RFP process if it is still the desire of the City Council to evaluate contract municipal judge services.

FISCAL IMPACT:

Unknown.

ATTACHMENTS:

Draft of Municipal Judge Services RFP



**CITY OF DALLAS, OREGON
REQUEST FOR PROPOSALS
MUNICIPAL COURT JUDGE SERVICES**

DRAFT
09/15/2014

Issued: October
Proposal Due Date:

The City of Dallas invites proposals for contracted judicial services. Proposals are due to Emily Gagner, City Recorder. The City seeks the services of a Municipal Court Judge to perform the functions and duties specified in the City's Charter/Municipal Code, and related municipal judicial functions and duties as the City Council shall from time to time assign.

City Introduction. The City of Dallas operates under the Council-Manager form of government. The Council consists of a Mayor and nine Council members elected at-large. The Municipal Court Judge, City Attorney, and the City Manager are appointed by and responsible to Council. The City Manager directs all City operations.

Municipal Court. The Municipal Court has a Court Services Administrator. The Court Administrator is assigned to the City's Finance Department. The Finance Director is responsible for the court administrator's evaluation and day-to-day supervision, as well as court budgeting. The Municipal Judge is responsible for directing court staff as to their court responsibilities.

The City holds municipal court weekly, on Thursdays during regular business hours. Court trials are held on Wednesday afternoons when required. The City may also occasionally conduct a jury trial on a separate day from regular court day.

Legal Staff. The City contracts with an outside firm for City Attorney services and through the City Attorney for city prosecutor services.

Police Department. The City has its own Police Department. The Police Chief is appointed by the City Manager. The City has a police force of 17 sworn police officers including supervisory staff, administrative staff, and two part-time Code Services Specialists.

Judicial Services/Duties. Section 22 of the Dallas City Charter (see below) sets forth the authority and functions of the Municipal Court Judge. Duties include all normal duties of Municipal Court Judge acting in that capacity for Municipal Court. These duties include, but are not limited to, having weekly arraignments, accepting pleas, and conducting sentencing. Although infrequent, it may be necessary to conduct a jury trial on a separate day from regular court day. The judge also issues warrants, such as bench warrants, for non-appearances. Occasionally, the judge is also required to review the status of persons in custody on City arrests in the Polk County Jail on weekends and make release determinations.

The City's Court Services Administrator assists the judge with paperwork and necessary orders. The judge may review court programs, court fines, court charges and court procedures. The judge will help keep the Court Administrator apprised of changes in laws and procedures.

City Charter - Section 22. Municipal Judge. The municipal judge shall be the judicial officer of the city. He shall be appointed for a term of two years. He shall hold within the city a court known as the municipal court for the city of Dallas, Polk County, Oregon. The court shall be open for the transaction of judicial business at times specified by the council. All area within the city shall be within the territorial jurisdiction of the court. The municipal judge shall exercise original and exclusive jurisdiction of all offenses defined and made punishable by ordinances of the city and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by ordinances of the city, to commit any such person to jail or admit him to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before him, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of the court. When not governed by ordinances or this charter, all proceedings in the municipal court for the violation of a city ordinance shall be governed by the applicable general laws of the state governing district court judges and district courts.

Contract Term and Relationship. The City anticipates a two-year contract, with options for two-year renewals. Renewal of the contract will require Council authorization. This is a contract position that does not include benefits, vacation, or sick-leave. Travel costs associated with travel to and from work will not be compensated. The applicant will be subject to a criminal background check as well as other background checks.

Schedule.

The City provides the following schedule. This is for information only and will be adjusted as needed. Proposers are encouraged to reserve flexibility for interview during the week of November 3, 2014, as the City may not be able to allow much advance notice when scheduling initial interviews.

RFP Release Date: October 7, 2014
RFP Submissions Due: October 24, 2014, 5pm
Interviews: Week of November 10
Council Consideration: November 17, 2014
Anticipated Start Date: January 2, 2015

How to respond. Respondent's proposal should include the following in the following sequence and any additional information deemed relevant:

A. Information to be included:

1. Provide a brief description of your professional experience and qualifications, including:
 - a) Education
 - b) Employment

- c) Offices held
 - d) Professional organizations
 - e) Oregon State Bar number if applicable
2. Identify any experience with conduct of municipal court.
 3. Describe your capability in providing services as a municipal court judge.
 4. Provide a brief description of your judicial philosophy.
 5. Provide a brief description of actions you would take to:
 - a) Monitor and report timeliness and efficiency of court proceedings,
 - b) Increase outstanding fine(s) collections,
 - c) Facilitate court and City Council relations,
 - d) Control and monitor costs associated with court operations, and
 - e) Keep the City Council informed regarding changes that would affect court operations.
 6. Describe any other actions or program you would implement in court operations, such as online traffic school.
 7. Provide a brief description of your philosophy as to the administration of fines for first-time and repeat offenders.
 8. Provide any other information or comments which you believe are relevant and will assist the City in making its selection.

B. Letters. Provide three current letters of recommendation made in specific reference to this position.

C. Compensation. State the necessary compensation you would expect for the performance of these services. The City reserves the right to negotiate compensation.

Note: Additional questions concerning judicial philosophy, programs, and duties may be asked at the interview. Additional information may be requested to conduct a background check.

Evaluation and Selection Process. The following steps are anticipated:

- Step 1: Receipt and review
- Step 2: City Manager and Finance Director scoring of written proposals
- Step 3: Initial reference and information checks
- Step 4: City Council interviews
- Step 5: Background and full reference check

Evaluation Criteria.

1. Overall experience, background, qualifications.

2. The ability to understand the legal requirements (ordinances) of the City of Dallas and State criminal and traffic laws.
3. The proposal response, including the extent to which it is thorough, original, responsive, comprehensive and tailored to the needs of the City.
4. The nature and extent of prior experience in performing legal services related to the conduct of a municipal court.
5. Demonstrated skill in establishing and maintaining effective working relationships with subordinates, public and private officials, court clients and the general public.
6. Openness to implement and experience with effective and innovative programs, such as establishment of violations bureau and online traffic school for appropriate offenders.
7. Cost, although a factor, may not be the dominant factor. Cost is particularly important when all of the other evaluation criteria are substantially equal.

Contract Negotiations.

The City of Dallas reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. City representatives and the selected finalist will review in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Proposer may offer and the City may accept revisions to the proposal.

Delivery. Proposals may be mailed, emailed or hand delivered to:

City of Dallas
Attention: Emily Gagner, City Recorder
187 SE Court Street
Dallas, OR 97338
Email: Emily.gagner@dallasor.gov

Authority of City.

If selected for interviews, respondents may be rescored based upon the same criteria or other criteria to be determined by the selection committee and/or City Council.

The City may also request additional information from respondents at any time prior to final approval of a selected response. The City reserves the right to select one or more, or none, of the respondents to provide the judicial services. Final approval of the selected respondent is subject to the action of the Dallas City Council.

The City reserves the right to accept proposals that are submitted late and further reserves the right to extend the deadline. Furthermore, the City reserves the right to reject all proposals and cease the selection process at any time.

City Information. More information concerning the departments in the City can be obtained at www.dallasor.gov.

Building and Grounds Committee
Monday, September 22, 2014

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Members Present: Jim Brown, Kevin Marshall, and LaVonne Wilson. Excused: Chair Jackie Lawson, Murray Stewart.

Also Present: Mayor Brian Dalton, City Manager Ron Foggin, Community Development/Operations Director Jason Locke, Finance Director Cecilia Ward, HR Manager Emily Gagner, and Recording Secretary Jeremy Teal.

Acting Chair Brown called the meeting to order at 5:37 p.m.

939 SE SHELTON PROPOERTY USE

Chief Hertel proposed using the house for a training prop for the firefighters. He noted the storage had been eliminated, the office had been vacated, there was no heat, and the roof and siding were bad. He stated with the lack of training facilities for the volunteers, the house would be a good place for some training rather than just demolishing it or burning it down.

Mr. Foggin noted the exterior needed to continue to look presentable even as training proceeded. Mr. Shetterly stated he would check the current building maintenance code to make sure the building was compliant.

Council President Wilson asked if after the house was demolished a training tower would be built in its place. Chief Hertel stated that if the grant came through, the fire station would be expanded to accommodate sleeping quarters for the Fire and EMS crews on duty and that would take the place of the house, but a training tower was a possibility.

COMMUNITY DEVELOPMENT/OPERATIONS DIRECTOR'S REPORT

Mr. Locke advised that new subdivisions were being built which was leading to more building activity and work for our inspectors. He noted that the trees and landscape at Roger Jordan Community Park and Aquatic Center had been removed and would be replanted.

OTHER

ADJOURNMENT

There was no other business and the meeting was adjourned at 5:50 p.m.



DALLAS
CITY HALL



Building & Grounds Committee

AGENDA

September 22, 2014

5:00 PM

Council Chambers
Dallas City Hall
187 SE Court St
Dallas, OR 97338

- A. Call to Order
- B. 939 SE Shelton Street property use
- C. Community Development/
Operations Director's report
- D. Other
- E. Adjournment

COMMITTEE

Chair Jackie Lawson

Jim Brown

Kevin Marshall

Murray Stewart

LaVonne Wilson

WELCOME
TO

DALLAS

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

| | | |
|---------------------------------|--|---|
| <i>City of Dallas</i> | Agenda Item No. B | Topic: 939 SE Shelton Street property use |
| Prepared By: Fred Hertel | Meeting Date: September 22, 2014 | Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Approved By: Ron Foggin | | |

RECOMMENDED MOTION:

We would propose to use the building as temporary training grounds for approximately one year since we currently have no training grounds. After training occurs in, on and around the building, it will continue to deteriorate and at a point to be determined, it will need to be demolished.

BACKGROUND:

This property was built in 1935 and purchased by the City of Dallas in 2005 for the purpose of future Fire Department uses. The property was last used by the Fire Department for offices during the 2011 – 2012 fire station seismic upgrades. Since that time the property has been used for EMS training, housing an office for the volunteer association and storage. It has been determined that this building is not on the historical register.

FISCAL IMPACT:

None

ATTACHMENTS:

Polk County Real Property Assessment Overview



939 SE Shelton Street Property

The purpose of this document is to outline the future use of the property located at 939 SE Shelton Street, Dallas, OR 97338. This property was built in 1935 and purchased by the City of Dallas in 2005 for the purpose of future Fire Department uses. The property was last used by the Fire Department for offices during the 2011 – 2012 fire station seismic upgrades. Since that time the property has been used for EMS training, housing an office for the volunteer association and storage. It has been determined that this building is not on the historical register.

In 2014, we began a process to evaluate the uses of this property. We have processed all records stored there through the city Records Officer. This eliminated many old or obsolete records. Other items stored within the property were evaluated against a matrix of use, age, value and applicability to modern fire and EMS operations. All equipment determined to be of current or future value to Dallas Fire & EMS has been removed from the building and stored in more appropriate areas. Because of the lack of building maintenance, EMS training has been moved into the upstairs of the fire station. I have worked with the volunteer association President, Andrew Woolsey, to determine an area within the fire station for the association office. The new area will have improved capabilities of network connection, enhanced and more cost effective printing as well as a heated and cooled environment.

The 939 SE Shelton Street property costs the city approximately \$1500 annually in utility costs; additional expenses include insurance and maintenance. In 2013, the heating system failed and we used portable heating devices to get the building through the winter. The gutters were also repaired this year. If the building is to remain as an asset to the city it is in desperate need of repair; the heating system needs to be replaced, the exterior needs to be sanded, primed and painted, the sanitary sewer system needs improvements, the roof needs to be replaced and the building is non-compliant with regards to most commercial use buildings, ie. fire monitoring, carbon monoxide detection, ADA compliance and exit requirements. These repairs and upgrades for future business use would cost the city tens of thousands of dollars.



Recommendation:

We would purpose to use the building as temporary training grounds for approximately one year since we currently have no training grounds. After training occurs in, on and around the building, it will continue to deteriorate and at a point to be determined, it will need to be demolished.

After demolition, I would further recommend that the land be cleared of hazards and obstructions in preparation of adding onto the fire station. One of the issues identified as a detriment to a more effective and efficient Fire & EMS department is the physical separation of the current facilities. I am proposing a two-story expansion to the fire station. This would allow for modern inside training facilities to be developed on the first floor and enhanced living areas for housing current and future responders on the second floor. Our staff outgrew the EMS building many years ago and an addition to that building has been proposed for 3-4 years. An expansion to the fire station has also been proposed for 8 years and not funded in 2008 by a failed measure. See the chart below for the estimated cost of the proposed fire station expansion.

| Description | Unit Cost | Total Cost |
|--|-----------------------|-----------------------|
| 5250 sq. ft. two-story expansion (training facilities downstairs and living quarters upstairs) | \$150 per square foot | \$787,500.00 |
| Attachment changes to current building (1200 sq. ft.) | \$100 per square foot | \$120,000.00 |
| Architectural fees | 10% | \$90,750.00 |
| Contingency & furnishings | 15% | \$149,738.00 |
| | TOTAL COST | \$1,147,988.00 |

The combination of the proposed expansion and the downsizing of the fire apparatus fleet will allow for the three ambulances to respond from the fire station. One major volunteer symbol of pride within the fire department is the antique apparatus that document and display our rich fire service history. These vintage apparatus can be stored in the current ambulance facility further allowing for the needed space in the fire station.

The EMS personnel will be housed within the new addition to the fire station that includes living quarters. This will provide for future increases in staffing and a greater sense of being part of the team. We are currently developing benchmarking for the EMS Division to establish when the next increase in staffing will need to occur. With about 2840 calls in the last fiscal year and a 4% average rate of increase, we will need to expand the EMS Division within the next two years.

Polk County Real Property Assessment Overview

FOR ASSESSMENT YEAR 2014

ASSESSMENT QUESTIONS: (503) 623-8391 *** TAX QUESTIONS: (503) 623-9264
NOT OFFICIAL VALUE

| | |
|---|--|
| Mailing Name CITY OF DALLAS Agent In Care Of Mailing Address 187 COURT ST SE DALLAS, OR 97338 | Account Status Active Legal Description See record. |
| Property Class 941 RMV Class 101 | Unit Info 17697-1 View Floorplan |

Situs Addresses

939 SE SHELTON ST DALLAS, OR 97338

Value Summary

| Code Area | AV | RMV | MAV | RMV Exception |
|------------------------|-----------|-----------|-----------|------------------|
| 0238 Land | | \$50,250 | | Land \$0 |
| Improvements | | \$100,290 | | Improvements \$0 |
| Code Area Total | \$143,010 | \$150,540 | \$143,010 | \$0 |
| GRAND TOTAL | \$143,010 | \$150,540 | \$143,010 | \$0 |

Land Breakdown

| Code Area | Plan Zone | Vaue Source | Size | Land Class |
|------------------------|-----------|------------------|----------------|------------|
| 0238 | RHD | Residential Site | 5,934.00 sq ft | |
| Code Area Total | | | 5,934.00 | |
| GRAND TOTAL | | | 5934 | |

Improvement Breakdown

Stat Class 138 | Residence | One story with attic

| Site | Building | Code Area | Year Built | Sq Ft | Image |
|--------------------------------------|---------------|----------------|-------------------------------|-------|--|
| 1 | 1 | 0238 | 1935 | 2,376 | View Improvement Image |
| First Floor - 1,360 sq ft | | | [Forced Air Heating] | | |
| 1 Dining Room | 1 Living Room | 1 Kitchen | 2 Bedroom | | |
| 1 Full Bath | 1 Fireplace | 1 Utility Room | | | |
| Attic - 1,016 sq ft | | | [Forced Air Heating] | | [LC Finished - 1,016] |
| 3 Bedroom | 1 Full Bath | | | | |
| Garage (Detached) - 484 sq ft | | | [Unfinished] | | |

City, School Districts, and Fire Districts

| Code Area | District Name | Type |
|-----------|-----------------------------|--------|
| 0238 | DALLAS CITY | CITY |
| | CHEMEKETA COMMUNITY COLLEGE | SCHOOL |
| | DALLAS SD 2 | SCHOOL |
| | WILLAMETTE ESD | ESD |

This report does not display every tax district that may apply to this account. Please contact the Tax Office for additional information.

Sales History

| Date | Document (Source ID) | Type | Price | Grantor (Seller) | Grantee (Buyer) |
|-------------|----------------------|------|-----------|---------------------------------------|--------------------------|
| 12-Aug-2005 | 2005-13675 | WD | \$160,000 | MEYER LINDA, REVOCABLE LIVING TRUST & | CITY OF DALLAS |
| 21-Jan-2004 | 2004-1088 | WD | | MEYER LINDA | MANNENBACH STEPHEN F, TR |
| 18-Jul-2003 | 2003-13882 | B&S | | MEYER LINDA & MEYER FREDERICK | MEYER LINDA |

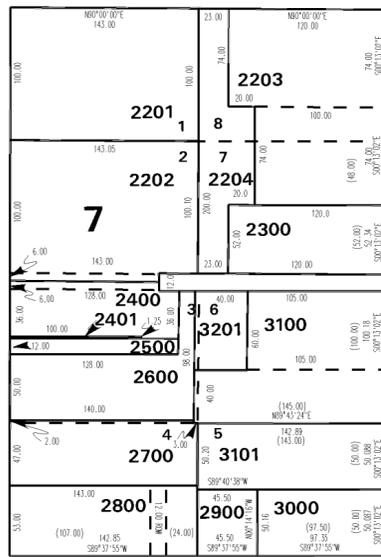
Personal Property Account(s) (0238) 415

Disclaimer: The information presented on this report was generated to support county business. The county makes every effort to keep this information current and accurate. However, the county is not responsible for errors, misuse, omissions, or misrepresentations. Please contact the Assessor's Office for additional information.

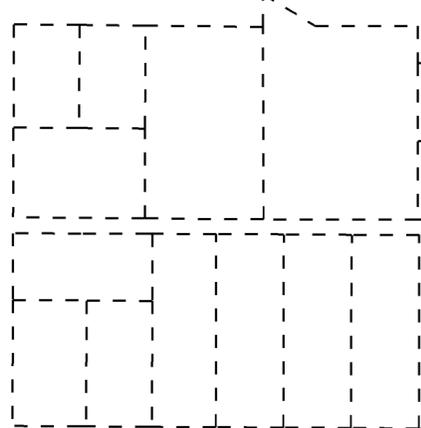
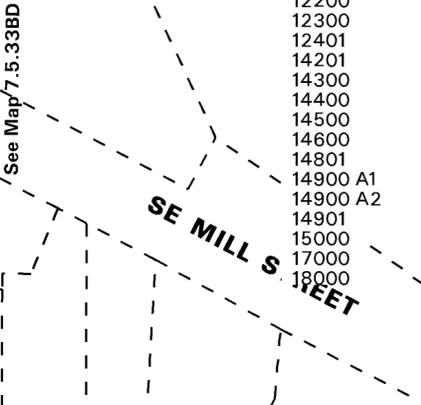
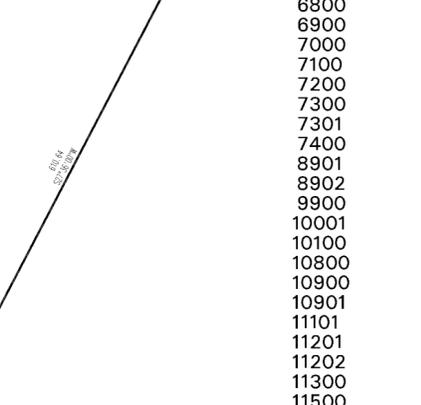
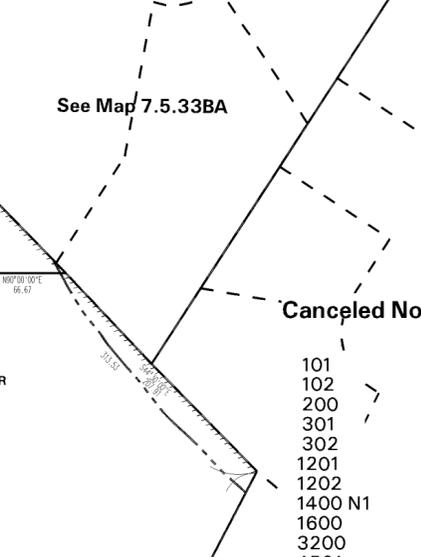
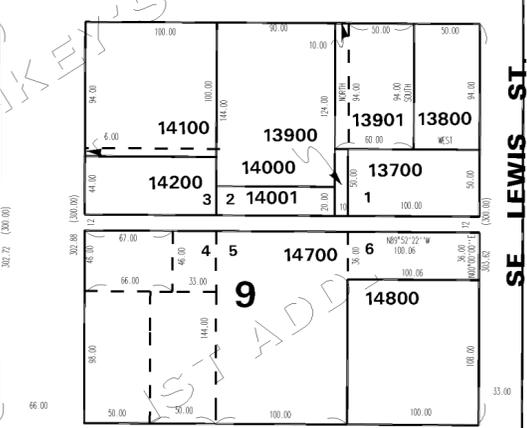
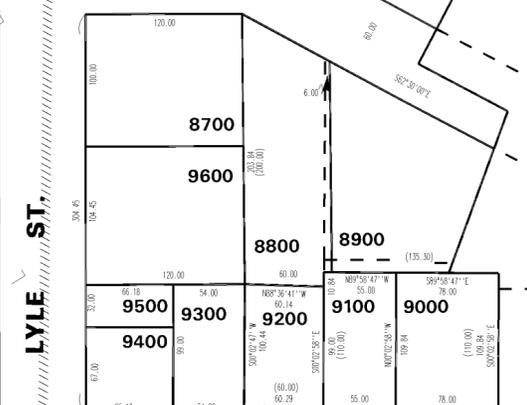
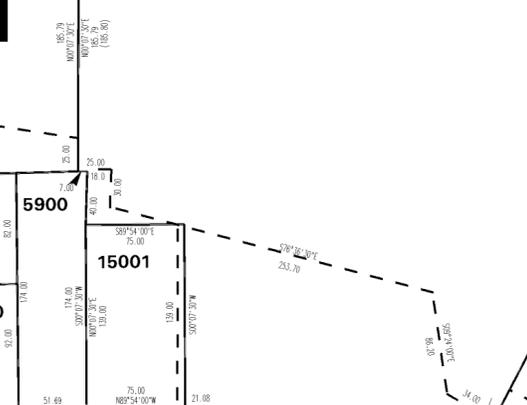
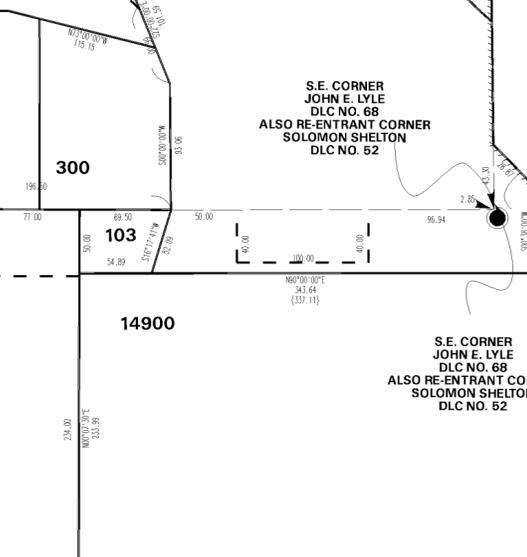
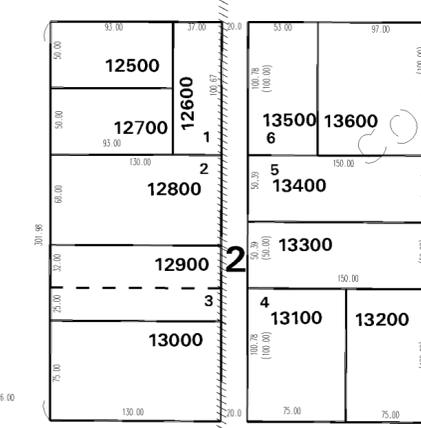
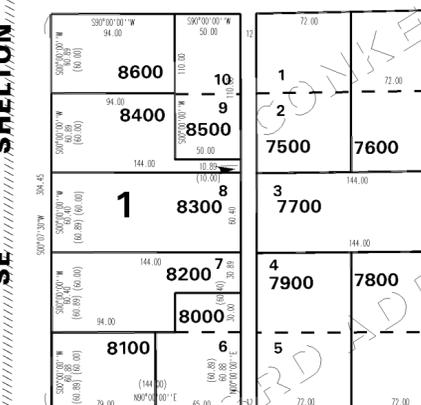
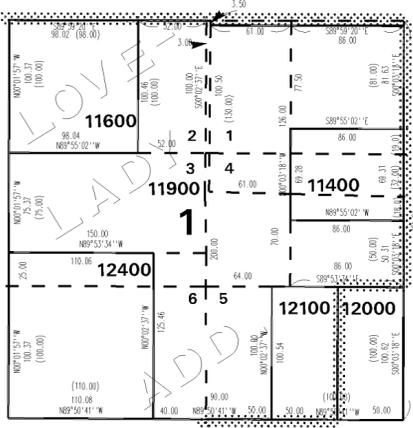
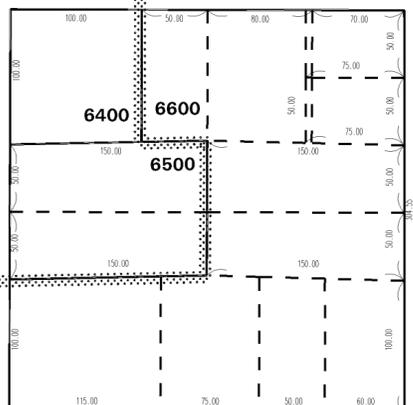
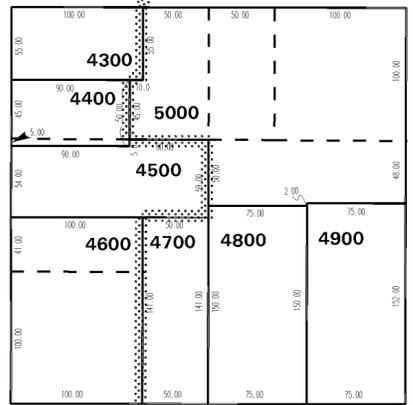
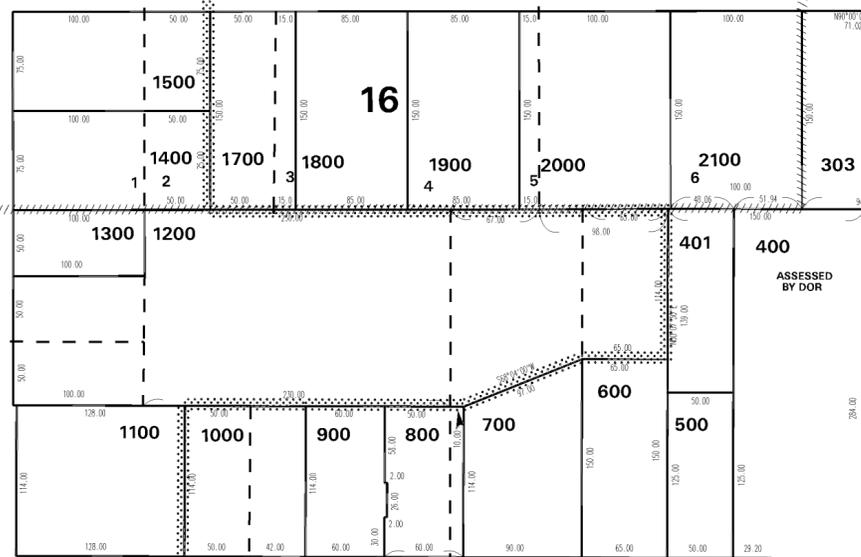
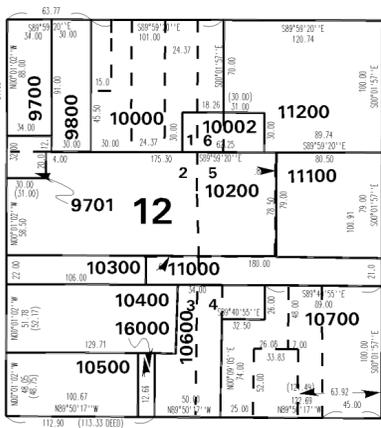
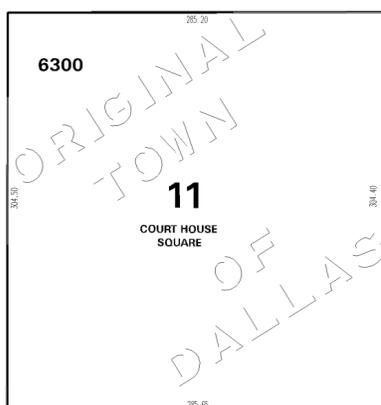
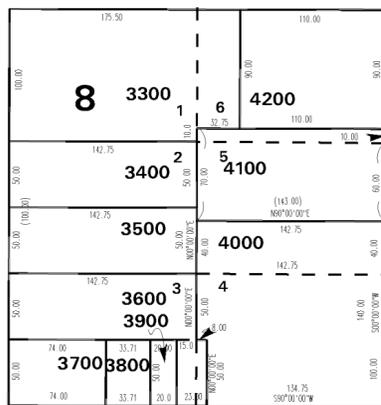
IMPORTANT.
This Map for Assessment
and Taxation Purposes
ONLY

**SW1/4 NW1/4 SEC.33 T7S R5W WM
POLK COUNTY, TEXAS**

Scale 1" = 100'
SE ACADEMY STREET



SE 2-38



S.E. CORNER JOHN E. LYLE
DLC NO. 68
ALSO RE-ENTRANT CORNER
SOLOMON SHELTON
DLC NO. 52

S.E. CORNER JOHN E. LYLE
DLC NO. 68
ALSO RE-ENTRANT CORNER
SOLOMON SHELTON
DLC NO. 52

See Map 7.5.33BA

Cancelled No.

- 101
- 102
- 200
- 301
- 302
- 1201
- 1202
- 1400 N1
- 1600
- 3200
- 4501
- 5500
- 6300 A1
- 6600 A1
- 6700
- 6800
- 6900
- 7000
- 7100
- 7200
- 7300
- 7301
- 7400
- 8901
- 8902
- 9900
- 10001
- 10100
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- 14201
- 14300
- 14400
- 14500
- 14600
- 14801
- 14900 A1
- 14900 A2
- 14901
- 15000
- 17000
- 18000

See Map 7.5.32AD

See Map 7.5.33BD

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

| | | |
|----------------------------------|---|---|
| <i>City of Dallas</i> | Agenda Item No. 9 a | Topic: Municipal Judge RFP |
| Prepared By: Emily Gagner | Meeting Date: October 6, 2014 | Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Approved By: Ron Foggin | | |

RECOMMENDED MOTION:

Motion to approve the Municipal Judge Request for Proposal (RFP) and selection process as proposed.

BACKGROUND:

In 2012 the City Council discussed going through a RFP process for the contract municipal judge position. With all the changes that had occurred with City personnel and an interim city manager in place, it was determined to extend the contract of the current municipal judge for two more years. The current contract with the municipal judge will expire December 31, 2014 so we need to start the RFP process now to have a judge appointed by January 1, 2015.

The Administrative Committee reviewed and discussed the attached proposed RFP and recommends the full Council approve it.

FISCAL IMPACT:

Not known at this time.

ATTACHMENTS:

Proposed Municipal Judge RFP



**CITY OF DALLAS, OREGON
REQUEST FOR PROPOSALS
MUNICIPAL COURT JUDGE SERVICES**

PROPOSED

09/15/2014

Issued: October 7, 2014

Proposal Due Date: October 24, 2014

The City of Dallas invites proposals for contracted judicial services. Proposals are due to Emily Gagner, City Recorder. The City seeks the services of a Municipal Court Judge to perform the functions and duties specified in the City's Charter/Municipal Code, and related municipal judicial functions and duties as the City Council shall from time to time assign.

City Introduction. The City of Dallas operates under the Council-Manager form of government. The Council consists of a Mayor and nine Council members elected at-large. The Municipal Court Judge, City Attorney, and the City Manager are appointed by and responsible to Council. The City Manager directs all City operations.

Municipal Court. The Municipal Court has a Court Services Administrator. The Court Administrator is assigned to the City's Finance Department. The Finance Director is responsible for the court administrator's evaluation and day-to-day supervision, as well as court budgeting. The Municipal Judge is responsible for directing court staff as to their court responsibilities.

The City holds municipal court weekly, on Thursdays during regular business hours. Court trials are held on Wednesday afternoons when required. The City may also occasionally conduct a jury trial on a separate day from regular court day.

Legal Staff. The City contracts with an outside firm for City Attorney services and through the City Attorney for city prosecutor services.

Police Department. The City has its own Police Department. The Police Chief is appointed by the City Manager. The City has a police force of 17 sworn police officers including supervisory staff, administrative staff, and two part-time Code Services Specialists.

Judicial Services/Duties. Section 22 of the Dallas City Charter (see below) sets forth the authority and functions of the Municipal Court Judge. Duties include all normal duties of Municipal Court Judge acting in that capacity for Municipal Court. These duties include, but are not limited to, having weekly arraignments, accepting pleas, and conducting sentencing. Although infrequent, it may be necessary to conduct a jury trial on a separate day from regular court day. The judge also issues warrants, such as bench warrants, for non-appearances. Occasionally, the judge is also required to review the status of persons in custody on City arrests in the Polk County Jail on weekends and make release determinations.

The City's Court Services Administrator assists the judge with paperwork and necessary orders. The judge may review court programs, court fines, court charges and court procedures. The judge will help keep the Court Administrator apprised of changes in laws and procedures.

City Charter - Section 22. Municipal Judge. The municipal judge shall be the judicial officer of the city. He shall be appointed for a term of two years. He shall hold within the city a court known as the municipal court for the city of Dallas, Polk County, Oregon. The court shall be open for the transaction of judicial business at times specified by the council. All area within the city shall be within the territorial jurisdiction of the court. The municipal judge shall exercise original and exclusive jurisdiction of all offenses defined and made punishable by ordinances of the city and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by ordinances of the city, to commit any such person to jail or admit him to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before him, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of the court. When not governed by ordinances or this charter, all proceedings in the municipal court for the violation of a city ordinance shall be governed by the applicable general laws of the state governing district court judges and district courts.

Contract Term and Relationship. The City anticipates a two-year contract, with options for two-year renewals. Renewal of the contract will require Council authorization. This is a contract position that does not include benefits, vacation, or sick-leave. Travel costs associated with travel to and from work will not be compensated. The applicant will be subject to a criminal background check as well as other background checks.

Schedule.

The City provides the following schedule. This is for information only and will be adjusted as needed. Proposers are encouraged to reserve flexibility for interview during the week of November 10 2014, as the City may not be able to allow much advance notice when scheduling initial interviews.

RFP Release Date: October 7, 2014

RFP Submissions Due: October 24, 2014, 5pm

Interviews: Week of November 10

Council Consideration: November 17, 2014

Anticipated Start Date: January 2, 2015

How to respond. Respondent's proposal should include the following in the following sequence and any additional information deemed relevant:

A. Information to be included:

1. Provide a brief description of your professional experience and qualifications, including:
 - a) Education
 - b) Employment
 - c) Offices held

- d) Professional organizations
 - e) Oregon State Bar number if applicable
2. Identify any experience with conduct of municipal court.
 3. Describe your capability in providing services as a municipal court judge.
 4. Provide a brief description of your judicial philosophy.
 5. Provide a brief description of actions you would take to:
 - a) Monitor and report timeliness and efficiency of court proceedings,
 - b) Increase outstanding fine(s) collections,
 - c) Facilitate court and City Council relations,
 - d) Control and monitor costs associated with court operations, and
 - e) Keep the City Council informed regarding changes that would affect court operations.
 6. Describe any other actions or program you would implement in court operations, such as online traffic school.
 7. Provide a brief description of your philosophy as to the administration of fines for first-time and repeat offenders.
 8. Provide any other information or comments which you believe are relevant and will assist the City in making its selection.

B. Letters. Provide three current letters of recommendation made in specific reference to this position.

C. Compensation. State the necessary compensation you would expect for the performance of these services. The City reserves the right to negotiate compensation.

Note: Additional questions concerning judicial philosophy, programs, and duties may be asked at the interview. Additional information may be requested to conduct a background check.

Evaluation and Selection Process. The following steps are anticipated:

- Step 1: Receipt and review
- Step 2: City Manager and Finance Director scoring of written proposals
- Step 3: Initial reference and information checks
- Step 4: City Council interviews
- Step 5: Background and full reference check

Evaluation Criteria.

1. Overall experience, background, qualifications.
2. The ability to understand the legal requirements (ordinances) of the City of Dallas and State criminal and traffic laws.

3. The proposal response, including the extent to which it is thorough, original, responsive, comprehensive and tailored to the needs of the City.
4. The nature and extent of prior experience in performing legal services related to the conduct of a municipal court.
5. Demonstrated skill in establishing and maintaining effective working relationships with subordinates, public and private officials, court clients and the general public.
6. Openness to implement and experience with effective and innovative programs, such as establishment of violations bureau and online traffic school for appropriate offenders.
7. Cost, although a factor, may not be the dominant factor. Cost is particularly important when all of the other evaluation criteria are substantially equal.

Contract Negotiations.

The City of Dallas reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. City representatives and the selected finalist will review in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Proposer may offer and the City may accept revisions to the proposal.

Delivery. Proposals may be mailed, emailed or hand delivered to:

City of Dallas
Attention: Emily Gagner, City Recorder
187 SE Court Street
Dallas, OR 97338
Email: Emily.gagner@dallasor.gov

Authority of City.

If selected for interviews, respondents may be rescored based upon the same criteria or other criteria to be determined by the selection committee and/or City Council.

The City may also request additional information from respondents at any time prior to final approval of a selected response. The City reserves the right to select one or more, or none, of the respondents to provide the judicial services. Final approval of the selected respondent is subject to the action of the Dallas City Council.

The City reserves the right to accept proposals that are submitted late and further reserves the right to extend the deadline. Furthermore, the City reserves the right to reject all proposals and cease the selection process at any time.

City Information. More information concerning the departments in the City can be obtained at www.dallasor.gov.

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

| | | |
|---------------------------------|---|---|
| <i>City of Dallas</i> | Agenda Item No. 9 b | Topic: Fire engine lease |
| Prepared By: Fred Hertel | Meeting Date: October 6, 2014 | Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Approved By: Ron Foggin | | |

RECOMMENDED MOTION:

We would recommend entering into a lease purchase agreement with Oshkosh Capital for a fire engine built by Pierce Manufacturing sold through Hughes Fire Equipment, Inc. of Springfield, Oregon.

BACKGROUND:

Dallas Fire & EMS has not purchased a new fire engine since 1994, we procured two that year. 20 year old apparatus is the national standard for time of replacement. Both engines have recently needed repairs and are requiring many shop hours. These breakdowns are a significant signal toward the need for replacement.

FISCAL IMPACT:

See attached "Turn-in Lease Proposal"

ATTACHMENTS:

Documents from:

- Oshkosh Capital
- Pierce Manufacturing
- Hughes Fire Equipment, Inc



September 15, 2014

SALES ORGANIZATION: Hughes Fire - Nick
 LESSEE: Dallas Fire Department
 TYPE OF EQUIPMENT: Pierce Saber PUC SLT pumper
 EQUIPMENT COST: \$439,863.00
 CUSTOMER DOWNPAYMENT: \$0.00
 TRADE-IN: \$0.00
 DELIVERY TIME: Std delivery
 PAYMENT MODE: Annual In Arrears
 FIRST PAYMENT DUE DATE: 1 Year After Lease Commencement
 LEASE COMMENCEMENT DATE: Upon contract signing with Pierce
 DOCUMENTATION/CLOSING COSTS: \$0

| Term | Number of Payments | Payment Amount | Balloon Amount Due with Last Payment |
|----------|--------------------|---|--------------------------------------|
| 10 years | 10 annual | 1 @ \$30,000.00 30 days after contract signing and 10 @ \$39,809.52 | \$95,815.39 |

The above listed payment(s) reflect program discounts available exclusively through Oshkosh Capital.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. The cost for this performance bond shall be the responsibility of Lessee with payments made directly to Pierce Manufacturing or financed by Oshkosh Capital as part of the transaction.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a balloon payment at the end of lease term. Lessee shall have the option of turning-in the leased apparatus at the end of the contract term. If Lessee decides to purchase another Pierce apparatus of equal or higher value than the balloon amount, Pierce and Oshkosh Capital will guarantee that the value of the leased vehicle will be equal to the balloon payment amount. If Lessee decides to keep the leased vehicle, it must either pay the balloon payment due or refinance the amount due for another term. Any refinancing will be subject to the credit approval of the Lessee at the discretion of Oshkosh Capital. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes. Maximum cumulative mileage of 10,000 miles per year.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with Oshkosh Capital perfecting a first security interest

AUTHORIZED SIGNORS: The lessee's governing board shall provide Oshkosh Capital with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish Oshkosh Capital with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Oshkosh Capital.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for fourteen (14) days from the above date and is subject to final credit approval by Oshkosh Capital and approval of the lease documents in Oshkosh Capital's sole discretion. To render a credit decision, lessee shall provide Oshkosh Capital with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by:

Lessee

Date

Proposal submitted by:

Kim Simon

Kim Simon

Kim.Simon@oshkoshcapital.com

NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.



| Pride Number | Qty | Description | Published Options | Unpublished Options |
|--------------|-----|--|-------------------|---------------------|
| 105 | 1 | Silicone Hoses | 635 | |
| 112 | 1 | Tire Chains - Onspot | 3596 | |
| 116 | 1 | EX225 17" Front Disc Brakes | 1026 | |
| 202 | 1 | Aluminum Wheels, front | 1700 | |
| 203 | 1 | Aluminum Wheels, Rear Single Axle | 2622 | |
| 205 | 1 | Electric Windows | 846 | |
| 210 | 1 | Upgrade SCBA Bracket to Hands Free | 630 | |
| 212 | 1 | Raised roof, custom cab | 1848 | |
| 226 | 1 | Air Horns with 2 foot switches | 1349 | |
| 229 | 1 | GTT Emitter Roof/remote mounted | 2242 | |
| 308 | 1 | Pierce Husky 3, Single Agent (5) discharges | 11132 | |
| 313 | 1 | Foam Cell 20 Gallons | 1292 | |
| 402 | 1 | Add Front Bumper Line (including hose tray & cover) | 2802 | |
| 403 | 1 | Add 19" Extended Steel Painted Bumper | 2278 | |
| 406 | 1 | add 2.5" suction | 1036 | |
| 407 | 1 | add deluge riser | 1726 | |
| 408 | 1 | add pump anodes (pair) | 290 | |
| 410 | 1 | Add Large Diameter Side Discharge 5" with 4" valve | 3881 | |
| 411 | 1 | Add Mechanical Seal to Pump | 727 | |
| 415 | 1 | Each Additional Transverse Preconnect 2.5 or 3" plumbing | 2734 | |
| 420 | 1 | Increased Pump from 1250 to 1500 gpm | 4868 | |
| 429 | 1 | Extenda-gun 18" | 3515 | |
| 453 | 1 | Hose Bed Cover, Aluminum | 5664 | |
| 461 | 1 | Adjustable Compartment shelves (6) | 932 | |
| 462 | 1 | Swing-out tool board | 1690 | |
| 463 | 2 | Slide-out floor tray | 1382 | |
| 477 | 1 | Auto-eject 2 amp | 445 | |
| 478 | 1 | Dual-Pro Battery Charger | 714 | |
| 481 | 1 | LED Compartment Lighting FRC (7 compartments) | 2590 | |
| 482 | 1 | LED under cab/body lighting (8) | 1739 | |
| 483 | 1 | 12 volt LED Brow light | 1711 | |
| 484 | 2 | 12 volt LED Recessed or surface (per light) | 3376 | |
| 485 | 2 | 12 volt LED Pole light (per light) | 9716 | |
| 487 | 2 | SCBA Cylinder storage in fender panel triple (each) | 1538 | |
| 488 | 1 | PUC Body Configuration | 10961 | |
| 815 | 1 | Deck Gun with Tips, Manual | 4400 | |
| 835 | 1 | Piston Intake | 1400 | |
| 971 | 1 | Add Right High Side Compartments | 3132 | |
| 974 | 1 | Increased Booster Tank to: 1000 Gallons | 1238 | |
| 977 | 1 | Ladder Storage next to tank | 2406 | |
| 978 | 1 | LED Emergency Light Package | 6290 | |
| 639101 | 1 | Compt, Extinguisher (2) in Fender Panel | | 857.00 |
| 595372 | 1 | Outlet, Rear, 2.5" (1) through tank, inside rear compartment PUC | | 2,165.00 |
| 648908 | 1 | Outlet Front 2" for turret valve at pump panel | | 2,070.00 |
| 31894 | 1 | Demonstration, Foam System at factory | | 718.00 |
| 686159 | 1 | Lettering, Reflective, 3" | | 623.00 |

| | | |
|-----------------------------------|----------------------|--------------|
| Base Bid | \$ 307,331.00 | |
| Published Options | \$ 114,099.00 | |
| Total Published Options | \$ 421,430.00 | |
| Unpublished Options | \$ 6,433.00 | 1.53% |
| Total Options w/o HGAC Fee | \$ 427,863.00 | |



PERFORM. LIKE NO OTHERSM

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and City of Dallas Fire & EMS, a municipality ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Pierce Proposal"** means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$385,795.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 10 to 11 months of the Effective Date of this Agreement, F.O.B. Pierce's plant, Appleton, Wisconsin. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the

material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer
City of Dallas Fire & EMS
915 S.E. Shelton Street
Dallas, OR 97338
Phone: 503-831-3530
Fax: 503-623-0949

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence, or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

12. Indemnity. The Customer shall indemnify, defend and hold harmless Pierce, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by Pierce which are not caused by the sole negligence of Pierce.

13. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation

regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

CUSTOMER: City of Dallas Fire & EMS

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: _____

Customer Name: City of Dallas Fire & EMS

| Quantity | Chassis Type | Body Type | Price per Unit |
|--------------|--------------------------|--------------|----------------------|
| One (1) | Saber FR | PUC Pumper | \$ 429,863.00 |
| Less | Chassis payment discount | | -6,616.00 |
| Less | 100% prepayment discount | | -7,452.00 |
| Less | Trade in allowance | Saber Pumper | -30,000.00 |
| TOTAL | | | \$ 385,795.00 |

Trade in allowance for one (1) Saber Pumper to be turned in after delivery of new Saber FR PUC Pumper.

Warranty Period: Standard per proposal NH484

Training Requirements: Standard per proposal NH484

Other Matters: A performance bond will be provided

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: 100% prepayment is due within 30 days of contract execution, an invoice will be provided. If payment is not made at this time \$14,068.00, or a portion thereof will be added to the final invoice. Final payment for any changes processed during production will be due upon completion and inspection of the apparatus at the Pierce factory prior to the customer leaving the facility with the apparatus.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 20 BETWEEN PIERCE MANUFACTURING INC. AND City of Dallas Fire & EMS WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B
WARRANTY

STANDARD PER PROPOSAL NH484

EXHIBIT C

PIERCE PROPOSAL

STANDARD PER PROPOSAL NH484

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

| | | |
|---|--|---|
| <i>City of Dallas</i> | Agenda Item No. 9c | Topic: Economic Development Project |
| Prepared By: Jason Locke, Community Development/ Operations Director | Meeting Date: October 15, 2012 | Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Approved By: Ron Foggin, City Manager | | |

RECOMMENDED ACTION: Approve the expenditure as recommended by the Economic Development Commission in accordance with the ED Trust Funding Policy.

BACKGROUND: At their September 18, 2014 meeting, the Economic Development Commission approved the staff recommendation to proceed with the Branding and Marketing project, at a cost of \$15-20,000. The City Council, in accordance with the ED Trust Funding Policy, must approve the proposed project and expenditure.

FISCAL IMPACT: Marketing and Branding Project- \$15 – 20,000 projects.

ATTACHMENTS:

EDC Packet



Community Development Department

Memo

To: Economic Development Commission
From: Jason Locke, Community Development/Operations Director 
Date: September 18, 2014
Re: 2014 Spending Plan

In the attached memo, from January 2014, the Commission approved the ongoing work plan. In that memo was a recommended expenditure for:

- 1) Develop a full community profile and marketing Packet. The ability to put this together has improved based on the completion of Dallas 2030. Our plan would be to select a contractor to design and put the packet together to our specs. **Revised Estimated cost: \$15-20,000**

As part of the ED Trust Policy adopted by the City Council (attached), the EDC makes a recommendation to the Council regarding expenditures of Trust funds. There is approximately \$22,000 in the budget this fiscal year. Staff is recommending that we proceed with the Branding and Marketing packet. We will develop a Request For Proposals (RFP) and proceed from there to begin the project with EDC input.

Based on the cost range we are anticipating, we may come back to the EDC with additional expenditure requests depending on the final cost of the B&M project.



Community Development Department

Memo

To: Economic Development Commission
From: Jason Locke, Community Development/Operations Director
Date: January 16, 2014
Re: 2014 Goals

The Consolidated Economic Development Strategy you received in your packet was adopted in 2012. We have since completed the Dallas 2030 project Phase 1. Staff is proposing that we set the following goals for 2014:

- 1) Develop a full community profile and marketing Packet. The ability to put this together has improved based on the completion of Dallas 2030. Our plan would be to select a contractor to design and put the packet together to our specs. **Estimated cost: \$15-20,000**
- 2) Continue to pursue downtown building improvements via our various grant and loan programs.
- 3) Strengthen relations and coordination protocols with our ED partners, including SEDCOR, the Chamber, and Polk County so that we are aware of and able to take advantage of appropriate opportunities when they arise.
- 4) Work with SEDCOR and other jurisdictions in the upcoming Business Retention and Expansion program currently being developed.
- 5) Continue to encourage a broad variety of commercial activities in appropriate and desirable locations to serve the public by working with building and business owners.
- 6) Encourage the development of agricultural-related industries and products that are locally grown and produced, such as wine, and other value-added ag products.



TITLE ECONOMIC DEVELOPMENT TRUST FUNDING POLICY

PURPOSE To establish a process for directing economic development funding expenditures for the City of Dallas.

REFERENCE

Dallas City Code 2.900 establishes an Economic Development Commission to oversee economic development activities of the City of Dallas. Included in these activities is making recommendations to City Council on the expenditures of Economic Development Trust funds.

POLICY Following approval of the annual budget and prior to October 1 of each year, staff will prepare a recommended Economic Development Trust funds spending plan for Economic Development Commission consideration. The Economic Development Commission recommendation, as accepted from staff or revised, will be presented to City Council for their consideration following Economic Development Commission Action.

REVIEW AND UPDATE

This policy will be reviewed by City Council every two years.

| | | |
|----------------|----------|---------------|
| Date Approved: | Res 3257 | Date Amended: |
| 12/3/12 | | |
| Mayor: | | |
| Attest: | | |

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

| | | |
|--------------------------------|--|---|
| <i>City of Dallas</i> | Agenda Item No. 9 d | Topic: COOPERATIVE FACILITY USE AGREEMENT |
| Prepared By: Ron Foggin | Meeting Date: October 6, 2014 | Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Approved By: Ron Foggin | | |

RECOMMENDED MOTION:

Approve the City Manager to sign the Cooperative Facility Use Agreement between the City and the Dallas School District.

BACKGROUND:

Over the years the City and the Dallas School District have had long term cooperative facility use agreements. These agreements were 25 year agreements and over the years people have lost track of what they had committed to do. In several cases programs changed and the City was no longer using a facility, but was expected to continue maintaining the facility under the old agreement. The new agreement is much shorter, five years, and clearly spells out all the shared facilities.

FISCAL IMPACT:

None

ATTACHMENTS:

CITY OF DALLAS/DALLAS SCHOOL DISTRICT COOPERATIVE FACILITY USE AGREEMENT

**CITY OF DALLAS/DALLAS SCHOOL DISTRICT
COOPERATIVE FACILITY USE AGREEMENT**

This Cooperative Facility Use Agreement (“Agreement”) is entered into by and between Dallas School District, an Oregon school district (“District”), and the City of Dallas, an Oregon municipal corporation (“City”), collectively referred to herein as the “Parties,” and provides a framework for the cooperative and/or joint use by the Parties of their respective facilities for school and park functions and for the benefit of the community. This agreement supersedes all existing; lease and use agreements of real property, intergovernmental agreements, agreements of leasing, resolutions, recreational complex use agreements, lease agreements, and other documents dealing with the subjects of this agreement.

RECITALS

- A. The District is a public body engaged in providing educational services, including athletic opportunities, to its students and owns educational facilities including fields throughout the City of Dallas.
- B. The City is a public body which owns parks and fields used for recreation in our community.
- C. The District and the City desire to work cooperatively in the scheduling and use of their respective public facilities; and
- D. The Parties find that the performance of this Agreement is in the best interest of both the City and the District and that this undertaking will benefit the public.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits, promises and covenants set forth herein, the Parties do hereby agree as follows:

I. FACILITIES

- A. To facilitate the use of public facilities throughout the Dallas geographic area, the District and the City will make their respective public facilities available for use in accordance with the conditions set forth in this Agreement.
- B. District sites and facilities subject to this Agreement are collectively referred to herein as “District Facilities.”
- C. City sites and facilities subject to this Agreement are collectively referred to herein as “City Facilities.”

II. STRADER FIELD/LYLE COMPLEX

- A. Strader Field on the LaCreole Middle School Property is owned by the District. Lyle Complex on the Lyle Elementary School Property is owned by the District.

- B. The City will lease these complexes for \$1 per year for each site during the term of this agreement.
- C. The City will be responsible for any maintenance, repairs and upkeep on the property including any structures on the site. The City will follow pest management protocols as required by the City. Included in this maintenance will be work necessary to keep the fields in playable condition consistent with the use of the fields.
- D. The City will coordinate and schedule the use of this property for community recreation activities.
- E. The City will seek approval from the district for any renovation, new construction or major improvements to the field or structures.
- F. The City will annually submit a certificate of insurance and will require certificates of insurance for organizations to use the fields.
- G. The City will pay for all utilities including water, garbage collection and power at these sites.
- H. The City has the right to charge field use fees and will use these fees to offset the cost of field maintenance.
- I. The District will have use of these sites during the school day for activities which do not compromise the condition of the field or structures or impact scheduled City use of the field or structures.
- J. Any ongoing use of these sites by the District will be by permission from the City. The requested use will not compromise the condition of the field or structures.

III. WHITWORTH ATHLETIC COMPLEX

- A. The Whitworth Athletic Complex is the premier field for varsity soccer and JV softball and any use of this field by the City will be consistent with the use and the condition of this field.

- B. The district will allow the City to use this complex at no fee for adult softball leagues and for other use which does not interfere with Dallas School District athletic programs or the condition of the field as a premier field.
- C. The District will coordinate and schedule the use of this complex consistent with the needs of Dallas School District athletic programs and adult softball recreation programs.
- D. The District will be responsible for any maintenance, repairs and upkeep on this complex. Included in this maintenance will be to keep the fields in playable condition consistent with the use of the field as a premier soccer and JV softball field.
- E. The City will maintain the adult softball infields during the adult softball recreation program. The City will follow District Integrated Pest Management protocols.
- F. The District will pay for all utilities at this complex including water, garbage pickup and power.
- G. The City will annually submit a certificate of insurance for use of this field.
- H. Annually, the District Facilities Director and the City Parks Director will meet and discuss joint maintenance of this complex including assistance in maintenance of the underground irrigation system.
- K. The City will request permission if they wish to alter, modify or add any fields on this property. The District will grant permission if the changes do not alter the district's use of the field for athletic programs.

IV. OAKDALE FIELDS

- A. Oakdale property is owned and maintained by the District.
- B. Oakdale fields are available for practice fields. They will not be irrigated or scheduled for use. Use will be on a first come first serve basis and the fields may be used by either District or City. There will be no use by the City during the school day without permission of the District.
- C. Any request to develop this property or fields will be made to the District. The development of these fields will be for recreation or athletic programs that support recreation or competitive activities for youth and/or adults who reside within the Dallas School District boundaries and will take into account the field inventory and use of the complexes within the community.
- D. Upon a request for development, the District will confer with the City to assure the development compliments the field inventory of City and District and the use of the complexes within the community.

V. DALLAS HIGH SCHOOL TENNIS COURTS

- A. The Dallas High School tennis courts are owned and maintained by the District.
- B. The District will work to maintain a system for lighting for after dark play for the community.
- C. The District will allow community use of these courts unless the needs of the high school tennis team prevents this community use.
- D. The District may lock the courts from community use during the tennis season if vandalism and litter on this site interferes with the high school tennis team during the season.

VI. AQUATIC CENTER COURTS

- A. The Aquatics Center Tennis Courts are owned and maintained by the City.
- B. The City will allow the high school tennis team the use of these courts for no fee during the high school tennis season and for any tennis clinics and camps.
- C. The District will communicate the schedule of the high school tennis season, clinics and camps to the City through the joint scheduling system used by the City and District.

VII. ROGER JORDAN PARK/KINGSBOROUGH PARK

- A. The Roger Jordan Park and Kingsborough Park are owned and maintained by the city.
- B. The District may request the use of the fields by middle school or high school teams at no fee.
- C. The District will coordinate any request for use with joint scheduling system used by the City and District

VIII. AQUATIC CENTER

- A. The Aquatic Center is owned and maintained by the city.
- B. The Aquatic Center will be made available to the District for the high school swim team.
- C. Annually the District and the City will sign a joint use agreement and agree to fees for the use of the Aquatics Center.

IX. OAKDALE, LYLE, WHITWORTH AND LACREOLE GYMS

- A. Oakdale, Lyle, Whitworth and LaCreole gyms are owned and maintained by the District.

- B. Each site is available for use by city and community recreation and competitive programs.
- C. The gyms will be jointly scheduled with the joint scheduling system used by the City and District.
- D. School programs and activities will take precedence over any use of these gyms by non-school organizations.
- E. The District's board adopted fee structure will be used for the assessment of fees for use of these sites.

X. SUPERVISION

- A. The "User Agency" is the party to this agreement that is using the other party's facilities. User Agency shall be responsible for supervision of any facilities during the hours of use by that agency. User Agency shall be solely responsible for the activities of its employees, volunteers and other agents and for training its respective employees, volunteers and other agents about the appropriate facility use rules, regulations, facility supervision, security, and safety procedures.

XI. SCHEDULING

- A. The District and the City shall use a joint scheduling system. The District and the City will divide the cost of the set up and annual licensing of this system. The District will license the system and bill the City 50% of the actual costs of the product. Any change in vendors of scheduling systems will be a joint decision between the District and the City. Scheduling requests shall be made through the joint scheduling system and meet all the requirements within that system.
- B. The District Superintendent or his/her designee, and the City Manager or his/her designee, shall meet semiannually to review supervision, scheduling, and facility use occurring under this Agreement.

XII. CHARGES AND FEES

- A. All charges and fees not covered specifically within this agreement are governed by the District's facility use fee schedule.

XIII. INDEMNIFICATION AND WAIVER OF SUBROGATION

- A. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the City shall defend, save, hold harmless and indemnify the District and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of the City or its officers, employees, or agents under this Agreement.

B. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the District shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of the District or its officers, employees, or agents under this Agreement.

C. To the extent permitted by law, each party hereby releases the other party, its elected and appointed officials, employees and volunteers and others working on its behalf from any and all liability or responsibility by way of subrogation or otherwise, for any loss or damage to property or facilities of the other party caused by fire or any other casualty. This provision shall be applicable and in full force and effect with respect to loss of damage occurring during the time of the releasing party's occupancy or use of the other party's property or facilities.

XIV. INSURANCE

The Parties agree that each shall obtain and maintain in full force at all times during the term of this Agreement, a policy of general liability insurance with liability limits of at least **\$2,000,000** (two million dollars), which names the other Party, its officers, agents, and employees as additional insureds. As governmental bodies, the Parties may fulfill this insurance obligation through a program of self- insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed in this subsection.

XV. GENERAL TERMS

A. This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Polk County. Each Party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate the choice of venue made in this section.

B. In the event any term or provision of this Agreement shall be held to be invalid and unenforceable by a court of competent jurisdiction, the remaining portions shall be valid and binding upon the Parties.

C. The Parties agree to observe and comply with all applicable laws, ordinances, rules, regulations, and executive orders of the federal, state and local government now existing or hereinafter in effect which may in any manner affect the performance of this Agreement.

D. The Parties agree that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when

employed by either Party. The Parties further agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- E. This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual agreement of the Parties set forth in writing and executed with the same formalities as this Agreement.

XVI. NOTICES

Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the other party; (2) deposited in the U.S. Mail, postage prepaid, sent certified with return receipt requested; or (3) sent overnight by commercial courier. Notice shall be sent to the following address or to such other address as each Party may specify in writing:

If to the District: Superintendent, 111 SW Ash Street, Dallas, OR 97338

If to the City: City Manager, 187 S.E. Court Street, Dallas, OR 97338

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing. Any notice sent by overnight courier shall be deemed to be given five (5) days after dispatch.

XVII. PROVISO

The Superintendent of the District and the City Manager may, if they deem it advisable, develop and establish written rules and procedures in order to implement, clarify, or in any other manner carry out the purposes and intent of this Agreement.

XVIII. TERM AND TERMINATION

- A. The initial term of this Agreement shall be from August 1, 2014 (the "Effective Date"), through and including June 30, 2019.
- B. This Agreement may be terminated upon the mutual consent of the Parties at any time.
- C. Either Party may terminate this Agreement upon not less than one hundred-eighty (180) days' prior written notice to the other.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

DALLAS SCHOOL DISTRICT

CITY OF DALLAS, OREGON

Interim Superintendent
Dennis Engle

City Manager
Ron Foggin

Date

Date

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

| | | |
|--------------------------------|---|---|
| <i>City of Dallas</i> | Agenda Item No. 9 e | Topic: 2014 Action Priority Update |
| Prepared By: Ron Foggin | Meeting Date: October 6, 2014 | Attachments: Yes No <input type="checkbox"/> |
| Approved By: Ron Foggin | | |

RECOMMENDED MOTION:

None required.

BACKGROUND:

At the February 2014 City Council retreat there were a number of action priorities created for the next one to three years. These action priorities were created to help the City accomplish the vision set forth in the Dallas 2030 Vision. In an effort to keep the City Council up to date on how we are doing on these action priorities, the Mayor suggested that I report on one priority every City Council meeting.

The action priority I would like to report this time is the Parks and Recreation Master Plan. At the City Council meeting, I will report on the progress the consulting team has made on the Plan as well as the latest efforts of the Parks Advisory Board to move the Plan forward.

FISCAL IMPACT:

None

ATTACHMENTS:

None

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

| | | |
|----------------------------------|---|---|
| <i>City of Dallas</i> | Agenda Item No. 11 a | Topic: Ordinance 1768 – Records Retention |
| Prepared By: Emily Gagner | Meeting Date: October 6, 2014 | Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Approved By: Ron Foggin | | |

RECOMMENDED MOTION:

Allow Ordinance 1768 to pass its first reading.

BACKGROUND:

In 2012, the Council adopted an ordinance which essentially adopted the Secretary of State, Archives Division retention schedule for city general records that was in effect October 2012. The ordinance assigns staff to review the retention schedule annually and make recommendations to amend the code as necessary to remain current with changes adopted by the Archives Division. In August of this year, the Archives Division overhauled their retention schedule considerably, so this ordinance is a “clean-up” ordinance to make our code match the current retention schedule for city general records adopted by the Archives Division.

FISCAL IMPACT:

None

ATTACHMENTS:

Ordinance 1768

ORDINANCE NO. 1768

An Ordinance amending Dallas City Code Section 2.700 relating to public records retention; and repealing Ordinance No. 1748.

THE CITY OF DALLAS DOES ORDAIN AS FOLLOWS:

Section 1. Dallas City Code section 2.700 is hereby amended as follows:

2.700 Retention Schedule.

(1) The retention schedule for city general records adopted by the Oregon Secretary of State, Archives Division, in effect as of August 15, 2014, as set forth in Oregon Administrative Rules 160-200-0200 through 160-200-0405, is hereby adopted as the retention schedule for public records of the City of Dallas.

(2) The city manager, or the city manager’s designee, will review the retention schedule for city general records adopted by the Oregon Secretary of State annually, and make recommendations as appropriate to amend this section as necessary to maintain the City of Dallas retention schedule current with any changes adopted by the Archives Division.

Section 2. All prior and conflicting ordinances are hereby repealed.

Read for the first time: October 6, 2014
Read for the second time: October 20, 2014
Passed by the City Council: October 20, 2014
Approved by the Mayor: October 20, 2014

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RON FOGGIN
CITY MANAGER

LANE P. SHETTERLY
CITY ATTORNEY

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

| | | |
|---|---|---|
| <i>City of Dallas</i> | Agenda Item No. 11b | Topic: Ordinance 1769 |
| Prepared By: Jason Locke, Community Development/ Operations Director | Meeting Date: October 6, 2014 | Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Approved By: Ron Foggin, City Manager | | |

RECOMMENDED ACTION: Move Ordinance 1769 to a second reading.

BACKGROUND: Council directed staff to prepare an Ordinance adopting the revised Sign Code with the change noted by the Council. The Ordinance is attached.

FISCAL IMPACT: None

ATTACHMENTS:

Ordinance 1769

EXHIBIT A

Chapter 3.6 SIGNS

Sections:

| | |
|---------|--|
| 3.6.010 | Purpose |
| 3.6.020 | Scope |
| 3.6.030 | Definitions |
| 3.6.040 | Exempted Signs |
| 3.6.050 | Prohibited Signs |
| 3.6.060 | Temporary Signs |
| 3.6.065 | Garage Sale Signs |
| 3.6.070 | Permanent Signs |
| 3.6.075 | Murals |
| 3.6.080 | Sign Permits |
| 3.6.090 | Abandoned Signs |
| 3.6.100 | Construction and Maintenance Standards |
| 3.6.110 | Nonconforming Signs |
| 3.6.120 | Exceptions |
| 3.6.130 | Enforcement |
| 3.6.140 | Sign Type Illustrations |

3.6.010 Purpose. The City finds that signs provide an important medium through which individuals and businesses may convey a variety of messages.

The standards contained in this chapter are primarily intended to balance the needs of businesses and individuals to convey their messages through signs, and the right of the public to be protected against the proliferation of signs and their effect on public and traffic safety and the aesthetic qualities of the City. In an attempt to achieve that balance, the purpose of this chapter is to:

- A. Improve the visual qualities of Dallas's streetscape environment through the use of equitably applied sign height, size, and location standards;
- B. Provide minimum, consistent, and enforceable sign standards by regulating sign location, size, height, illumination, construction, and maintenance;
- C. Minimize visual clutter caused by temporary signs by limiting their numbers and duration of use;
- D. Protect citizen safety by prohibiting hazardous signs;
- E. Ensure compliance with state and federal laws regarding advertising by providing rules and standards that are content neutral; and
- F. Provide for near term and longer term improvements to signage through the use of appropriate amortization and incentive policies.

3.6.020 Scope. All signs visible from the public right-of-way or private areas open to public travel within the City limits shall be within the scope of this chapter. The content of signs is not

regulated by this chapter. No sign shall be permitted in the City of Dallas unless it is in accordance with the provisions of this chapter or unless it is determined to be legally nonconforming to the requirements of this chapter, with the exception that where a planned development overlay exists, any sign regulations adopted with that planned development overlay shall take precedence.

3.6.030 Definitions. For the purpose of this chapter, certain terms and words are defined as follows: words used in the present tense include the future; the word “shall” is mandatory; the word “may” is discretionary; the phrase “used for” shall include the phrases “arranged for,” “designed for,” “maintained for,” and “occupied for”; and the word “business” shall be associated with the zoning terms and activities of “permitted use” and “conditional use.” The following terms shall mean:

Abandoned Sign - A sign or sign structure where either: (1) the sign is no longer used by the property or sign owner, in which case discontinuance of sign use may be shown by cessation of use of the property where the sign is located for the use or purpose associated with the sign; or (2) the sign has been damaged, and repairs and restoration have not been started within forty-five (45) days of the date the sign was damaged, or, once started, are not diligently pursued to completion.

Accessory Sign - Signage which is an integral part of outdoor display structures associated with a commercial or industrial use such as soft drink machines, gas pumps, newspaper dispensers, and other similar structures, equipment or uses.

Alteration — Any change in the size, shape, method of illumination, construction, or supporting structure of a sign.

Area (of a sign) –

(1). Projecting, Portable, and Freestanding: The area of the sign shall be measured as follows: The area around and enclosing the perimeter of the cabinet in which the sign is contained shall be totaled to determine the aggregate sign area. If the sign is composed of two or more sign cabinets, the area enclosing the entire perimeter of all cabinets within a single, continuous geometric figure shall be the area of the sign. The perimeter of measurable area shall not include embellishments such as pole covers, framing, and decorative roofing, provided that there is no written copy on such embellishments. All face areas of any multi-faced sign shall be counted in calculating its area. For a double-faced sign in a single cabinet, only the area of one face is counted.

(2) Wall Signs: The area around or enclosing each sign cabinet, or, where sign cabinets are not used, the area within a single, continuous perimeter composed of any straight line geometric figure which encloses the extreme limits of the message.

Awning – A secondary covering attached to the exterior wall of a building. The location of an awning on a building may be above a window or a door, or over a sidewalk. An awning is often painted with information as to the name of the business, thereby acting as a sign, in addition to providing protection from weather.

Balloon Sign – A sign made from a nonporous bag of tough, light material normally filled with heated air or a gas lighter than air so as to rise and float, and displaying graphics, symbols or written copy, or a combination of graphics, symbols and written copy.

Canopy – An awning supported by at least two columns. A canopy is able to extend further from a building than an awning, as in the case of an entrance to a restaurant or retail store.

Canopy Sign - A sign painted on, printed on, or attached flat against the surface of a canopy or awning.

Changeable Copy Sign (Electronic) – A sign on which the copy changes by any electronic process or remote control.

Changeable Copy Sign (Manual) – A sign on which copy is changed manually, for example, the panel permanently affixed as part of a larger sign on which copy is placed, commonly used to advertise specials for commercial businesses.

Clearance (of a sign) – The vertical distance measured from the lowest point of the sign to the natural surface grade beneath the sign.

Copy – The message on a sign surface in either permanent or removable letter form.

Double-Faced Sign – A sign with advertising on two (2) faces wherein the faces are parallel or within ten degrees of parallel.

Electronic Changeable Copy Sign -- See Changeable Copy Sign (Electronic).

Electronic Digital (Video) Sign – An electronic sign providing information in both a horizontal and vertical format (as opposed to linear), and having the capacity to create continuously changing sign copy or pictures in a wide spectrum of colors, shades, and light intensities.

Face (of a sign) – The area of a sign on which the advertising is placed.

Festoons – A string of ribbons, tinsel, small flags, or pinwheels.

Flashing Sign — A sign which contains an intermittent or sequential flashing light source used primarily to attract attention. “Flashing sign” does not include electronic changeable copy signs or signs which, through reflection or other means, create an illusion of flashing of intermittent light.

Freestanding Sign - A sign supported upon the ground by a frame, pole(s), or other support structure(s) that is not attached to any building. A freestanding sign constitutes one sign, even if it has two or more faces.

Frontage - The length of the property line of a lot or parcel along a public right-of-way on which it borders.

Hanging Sign - A sign that hangs beneath a marquee, canopy, or awning and is perpendicular to the building face.

Hazardous Sign - A sign that is detrimental to the public health, welfare or safety, including but not limited to: any sign that has a design, color, or lighting which may be mistaken for a traffic light, signal, or directional sign; any sign that is located in such a manner as to obstruct free and clear vision to motorists or pedestrians at intersections and driveways; any sign which, because of its location, would prevent free ingress to or egress from any door, window, or fire escape; any sign that is attached to a standpipe or fire escape; any sign that has lighting which temporarily blinds or impairs one’s vision; and any sign that is in a leaning, sagging, fallen, decayed, deteriorated, or other unsafe condition.

Height (of a sign) - The vertical distance measured from the highest point of the sign to the natural surface grade beneath the sign.

Illuminated Sign - A sign with an artificial light source incorporated internally (direct illumination), or with an external light source directed to illuminate the exterior surface of the sign (indirect illumination). This definition includes signs with light sources that are disconnected from power.

Incidental Sign – A small sign, emblem, or decal typically used to inform the public of goods, facilities, or services available on a premises, such as a credit card sign or a sign indicating hours of business.

Maintenance - For the purposes of this chapter, the cleaning, painting, repair, or replacement of defective parts of a sign, or to achieve a change in sign face, in a manner that does not alter the basic design or structure of the sign.

Marquee - A permanent roof-like projection from a building above the building entrance.

Monument Sign - A freestanding sign of which the entire bottom of the sign is generally in contact with or in close proximity to the ground. "Monument sign" does not include pole or pylon signs.

Mounted Sign - A sign permanently attached to a building, including a Canopy sign, Projecting sign, Hanging sign and Wall sign.

Moving Sign — A sign that uses mechanized movement to attract attention, depict action, or to create a special effect or scene, and includes dancing inflatable displays.

Multi-tenant complex - A development consisting of one or more lots and two or more businesses sharing appurtenant facilities, such as driveways, parking and pedestrian walkways, and is designed to provide varied products and services at a single location.

Mural – Any painting, design, or image, including incidental copy, that is applied directly to the exterior of a building for artistic, informational, historic, or aesthetic purposes, and does not contain advertising.

Nonconforming Sign – An existing sign, lawful before enactment of this chapter, which does not conform to the requirements of this chapter.

Off-site sign – A sign not located on the site of the activity or business being advertised.

Permanent Sign – A sign structurally affixed to the ground or to a building and intended for permanent display.

Pole Sign -- See "Pylon sign."

Portable Sign – A sign not permanently affixed to a sign structure, a building, or the ground, (such as an A-frame sign) that can be easily moved.

Projecting Sign – A sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign.

Pylon Sign - A freestanding sign, usually double-faced, mounted on one or two supports above ground level, also referred to as a "Pole sign."

Roof Sign – A mounted sign that projects above the top of a wall, eave, or parapet.

Sign – Any device, structure, fixture, placard, and any related support structure erected for the purpose of displaying graphics, symbols, and/or written copy designed specifically for the purpose of advertising or identifying any business, person, institution, commodity, service, entertainment, or activity. "Sign" includes graphics, symbols and written copy painted or otherwise affixed directly on a building surface.

Site - A lot, parcel, or tract of land under common ownership, or developed together as a single development site, regardless of how many uses occupy the site.

Temporary Sign –

(1) A sign constructed of fabric, vinyl, paper, cardboard, plywood, or other light material, with or without a frame, that may or may not be attached to a building;

(2) A sign intended to be displayed for a specific and limited period of time; or

(3) A sign that will be rendered obsolete after the occurrence of an event or series of events.

(4) Temporary signs typically include, but are not limited to: portable signs, special event signs, "for sale" and "for lease" signs, "feather signs", and political campaign signs.

Wall Sign – A sign attached parallel to and extending not more than twelve (12) inches from the wall of a building. This definition includes painted, individual letters, and cabinet signs.

Window Sign – An unlighted sign installed inside a window or painted on a window and intended to be viewed from the outside.

3.6.040 Exempted Signs. The following signs shall not require planning approval for their use, though some may require a building permit. Use of the signs in this section does not affect the amount or type of signage otherwise allowed by this chapter. All signs listed in this section are subject to all other applicable requirements of this chapter and other applicable provisions of the Dallas City Code and Dallas Development Code.

- A. Signs placed or authorized by the city, county, state, or federal government in the publicly-owned right-of-way as well as signs required by city, state, or federal government located on private property;
- B. Flags adopted or endorsed by a governmental agency;
- C. Tablets, cornerstones, or commemorative plaques;
- D. Window displays;
- E. Festoons;
- F. Balloon signs of less than twenty-four (24) inches in diameter;
- G. Seasonal decorations on private property;
- H. Signs erected by a recognized neighborhood watch group advertising the organization or program;
- I. Onsite handheld signs;
- J. Accessory signs;
- K. Signs for hospital or emergency services and railroads;
- L. Incidental Signs, provided the signs do not exceed one and a half (1.5) square feet in area for each sign, with no more than five (5) signs allowed for each permitted structure;
- N. An exterior sign erected next to an entrance, exit, rest room, office door, or telephone, provided the sign is no more than four square feet in area, used to identify or locate a property feature;
- O. Any sign that is not visible to motorists or pedestrians on any public highway, sidewalk, street, alley, or other area open to public travel;
- P. One indirectly illuminated or non-illuminated wall sign not exceeding one and one-half square feet in area placed on any residential building, used as a name or address plate;
- Q. Signs placed in or attached to a motor vehicle, bus, or railroad car that is regularly used for purposes other than the display of signs;
- R. Signs, up to four (4) square feet and no taller than four (4) feet, constructed or placed within a parking lot, to direct traffic and parking;
- S. A sign that does not exceed four (4) square feet in area and four (4) feet in height, and is erected to indicate a danger to the public or to designate where public access is prohibited;
- T. Signs located within a sports stadium or athletic field, or other outdoor assembly area, which are intended and oriented for viewing by persons within the facility;
- U. Covered flier boxes under one (1) square foot in area when attached to or associated with a temporary or permanent sign;
- V. Temporary signs, subject to Section 3.6.060
- W. Signs giving notice that a structure on a premises is protected by alarm or security service, provided such signs are not larger than one (1) sq.ft. and are located within 5 feet of the structure.
- X. School Activity Signs. A sign denoting the participation of an occupant of the residence on the lot in a public or private school sport or activity, provided such sign is no larger than six (6) sq.ft.

- Y. Signs promoting non-commercial community-wide events provided such sign is no larger than six (6) sq.ft. and is removed after the event occurs.
- Z. One flashing open/closed sign not exceeding two sq. ft.

3.6.050 Prohibited Signs. The following signs are prohibited:

- A. Hazardous signs.
- B. Signs that are otherwise permitted but not in compliance with the applicable requirements of this chapter, or in violation of any other provision of the Dallas City Code or Dallas Development Code.
- C. Signs within or which overhang streets, except as allowed in this chapter.
- D. Portable signs in the following categories:
 - 1. Signs on a vehicle parked on private property, public property or right-of-way, unless the vehicle is used for transport in the normal day-to-day operations of a business, except as provided in section 3.6.040 Q.
 - 2. Signs propped up by or leaning against a motor vehicle when such vehicle is parked in the public right-of-way.
- E. Moving signs.
- F. Balloon signs twenty-four (24) inches in diameter or greater.
- G. Electronic Digital (Video) signs.
- H. Flashing signs, except as provided in 3.6.040Z.
- I. Roof signs.
- J. Signs that appear similar in shape, color, size or copy to traffic control devices.
- K. Off-site signs, except as lawfully exist prior to adoption of this Chapter.
- L. Portable or temporary signs in the right-of-way, unless approved by the City Manager.

3.6.060 Temporary signs.

- A. Temporary signs may be erected and maintained only in compliance with this section.

- 1. Temporary signs that exceed the applicable area limitations set forth in 3.6.060.B shall not be permitted.

- 2. Temporary signs that overhang a public right-of-way and that are authorized by a governmental agency are not subject to the provisions of 3.6.060.B, below.

- 3. With the exception of subsection (2) above, and signs installed or authorized by a governmental agency, no temporary signs are permitted in or over public right-of-way.

- 4. Temporary and portable signs over four feet tall shall be set back a minimum of five feet from the street side of a property line. This does not apply to a sign placed within a recessed entryway, provided that no portion of the sign extends over a public sidewalk, or to signs which hang from the face or wall of a building, provided that the sign does not extend more than two inches from the face or wall.

- 5. Temporary signs affixed to a building may be placed no higher than the building's eave, top of wall, or parapet.

- 6. With the exception of subsection (2) above, temporary signs shall not be attached to trees, shrubbery, utility poles or traffic control signs or devices.

- 7. Temporary signs are not counted against the total area of permanent sign allowance.

B. Temporary signage shall be allowed as follows:

1. Residential (RL, RM, RH) Zones:

Two temporary signs, not exceeding thirty two (32) square feet in area, are allowed per subdivision during the build-out of the residences in the subdivision. These types of signs are typically used for subdivision and model home identification. No such sign may be erected for an inhabited residence.

2. Commercial (CG, CN, and CBD) and Industrial (I) Zones:

Temporary signs shall be limited to three (3) per building or two (2) per business in a multi-tenant complex, and shall not exceed sixteen (16) square feet in area per side per sign. Except as provided in subsection A(2), above, attachment of a temporary sign to permanent signs or structures, awnings, trees, or utility poles is prohibited. Temporary signs on a site or building may be placed for a period not exceeding 90 days without a permit, but must be legibly dated in permanent marker on the initial date of display in the lower right hand corner of the sign.

3. All Zones:

a. Signs not exceeding six (6) square feet each in area, advocating for or against a candidate or measure on a national, state or local election ballot. These signs may be erected 60 days prior to an election and must be removed 7 days after an election.

b. One temporary sign per frontage, not exceeding six (6) square feet in area in Residential zones and thirty two (32) square feet in Commercial and Industrial zones, during the time of sale, lease or rental of the lot or structure on the lot, provided that the sign is removed within thirty (30) days after the sale, lease or rental of the lot or structure.

c. Up to three (3) temporary sign per frontage, not exceeding six (6) square feet in area, during the time of construction, landscaping, or remodeling of the property, provided that the sign is removed within thirty (30) days after the completion of such construction, landscaping, or remodeling.

3.6.065 Garage Sale Signs.

(1) Only one sign shall be posted upon the premises on which the garage sale, as defined and regulated by DCC 7.500 et. seq., is to be held.

(2) One off premise sign for the purpose of directing people to the garage sale shall also be permitted but only a sign issued by the city shall be allowed. The city shall have available a reasonable supply of garage sale signs for use by individuals. The city may secure a deposit to cover the cost of replacing the sign in the event it is damaged or lost.

(3) Signs shall not be placed in the public right-of-way and shall be placed upon private property only with the consent of the property owner. Signs shall not be placed earlier than one hour before the garage sale starts and shall be removed by no later than one hour after the conclusion of the garage sale.

3.6. 070 Permanent Sign Regulations. Permanent signs may be erected and maintained only in compliance with the following specific provisions:

A. Residential Zones.

1. Each subdivision or multi-family complex is permitted one permanent non-illuminated monument sign not to exceed six (6) feet in height and forty-eight (48) square feet in area.

2. Each public school is permitted one (1) permanent sign per public street frontage. Each sign may take any of the following forms (although only one freestanding sign taller than six (6) feet in height is permitted per school): a freestanding sign no taller than fifteen (15) feet in height and no larger than thirty six (36) square feet in area; an indirectly illuminated or non-illuminated monument sign no taller than six (6) feet in height and no larger than forty-eight (48) square feet in area; and a wall sign placed no higher than thirty-five (35) feet above grade or the eave, top of wall, or parapet (whichever is less) and no larger than forty-eight (48) square feet in area. Each sign may include changeable copy (manual or electronic) subject to 3.6.070E (1 – 4, 6 and 7). Each sign shall meet the setbacks applicable to the residential zone in which it is located.

3. Each church is permitted one (1) non-illuminated or indirectly illuminated permanent sign per public street frontage. No sign shall be taller than eight (8) feet in height. If a church site has more than one frontage, the first sign shall be no larger than thirty two (32) square feet in area and any subsequent sign may be no larger than twelve (12) square feet in area. Each church is permitted one (1) wall sign placed no higher than thirty-five (35) feet above grade or the eave, top of wall, or parapet (whichever is less) and no larger than forty-eight (48) square feet in area. Each sign may include changeable copy (manual or electronic) subject to 3.6.070E (1 – 4, 6 and 7). Each sign shall meet the setbacks applicable to the residential zone in which it is located.

B. Central Business District (CBD) and Neighborhood Commercial (CN) Zones. Signs in the CBD and CN zones may be directly or indirectly lit. Each building or multi-tenant complex may have any combination of wall sign, monument sign, canopy sign, hanging sign, projecting sign, or freestanding sign not to exceed, in total, two (2) square feet for each foot of lot frontage on a street. In the case of two frontages, the larger frontage will be used to compute total sign size. Window signs are permitted, provided they shall not exceed 50 percent of the total window area per window and shall not be counted toward the allowable total sign area.

C. General Commercial (CG) and Industrial (I) Zones. Signs in the general commercial and industrial zones may be directly or indirectly lit and shall meet all setback requirements of the zone.

1. Freestanding Signs: Each site or multi-tenant complex is allowed one (1) permanent monument sign not to exceed forty-eight (48) square feet in area and six (6) feet in height per street frontage. In addition, each site or multi-tenant complex is allowed one (1) permanent pylon sign per 500 feet of frontage, not to exceed two (2) per site or multi-tenant complex, each not to exceed 125 square feet in area and thirty (30) feet in height.

2. Mounted Signs: In the case of a property with a single street frontage, the total area of all signs shall not exceed one square foot for each two lineal feet of lot frontage on that street. In the case of a property on a corner, or with multiple street frontages, the total area of signs shall not exceed one square foot for each two lineal feet of lot frontage along the primary street (which shall be determined by the property owner), plus one square foot for each four lineal

feet along the other secondary street(s), provided those additional signs are located along the respective secondary street.

3. Window signs: Window signs are permitted, provided they shall not exceed 50 percent of the total window area per window.

D. Supplemental permanent sign provisions. (All zones)

1. No signs are permitted within a public right-of-way unless authorized by the public agency or agencies having jurisdiction over the right-of-way.

2. Signs shall be erected in an upright position and placed perpendicular to a horizontal surface conforming to the line from horizon to horizon.

3. Maximum square footage restrictions include changeable copy signs and exclude accessory and incidental signs.

4. Minimum vertical clearance for projecting, canopy, and hanging signs when over a walkway or access area is eight (8) feet.

5. Projecting and hanging signs may extend no more than six (6) feet from a building's façade. No projecting or hanging sign may be over sixteen (16) square feet in area.

6. Sign setbacks are measured from the nearest property line to the nearest portion of the sign. In addition to the specific setbacks noted above, all signs shall meet vision clearance requirements.

E. Electronic changeable copy signs are subject to the following standards:

1. One (1) electronic changeable copy sign is permitted per site or multi-tenant complex and shall only be allowed as part of a permanent freestanding or wall sign.

2. The electronic changeable copy portion of a freestanding sign may be no higher than twelve (12) feet above existing ground level.

3. The electronic changeable copy portion of a sign may not exceed twenty-four (24) square feet in area.

4. Electronic changeable copy signs must be set at least ten (10) feet from all property lines.

5. The electronic changeable copy portion of a sign will have its area calculated at a rate two (2) times that of other signs.

6. No temporary sign is allowed on a site or multi-tenant complex if an electronic changeable copy sign is utilized that is capable of displaying more than twelve (12) characters at one time or more than five (5) characters in a row. Double-faced electronic changeable copy signs shall be allowed up to twelve characters on each sign face.

7. Electronic changeable copy signs must be permanently mounted to the ground or a structure.

8. To be permitted under this section, an electronic changeable copy sign must meet the following standards:

a. The sign may not be illuminated by a flashing light or a light that varies in intensity.

b. The sign may not have a display surface that creates the appearance of movement.

c. The sign must not operate at an intensity level of more than 0.3 foot-candles over ambient light as measured at a distance of 150 feet.

d. The sign must be equipped with a light sensor that automatically adjusts the intensity of the sign according to the amount of ambient light.

- e. The sign must be designed to either freeze the display in one static position, display a full black screen or turn off in the event of a malfunction.
- f. The change from one message to another message may not be more frequent than once every thirty seconds and the actual change process must be accomplished in two seconds or less.

3.6.075 Murals.

- 1) A permit must be obtained for a mural as required in 3.6.080(B), except that the application must include a detailed rendering of the proposed mural including content, colors, and type of paint/material, and a plan for maintenance after completion.
- 2) A mural must be compatible with the architectural and aesthetic components of the building, not detract from the character of the district in which it is located, and not be detrimental to the public health, safety, and welfare.

3.6.080 Sign Permits.

A. General Provisions.

- 1. Except as provided in subsection (2), below, no sign that is not specifically listed as exempt from the provisions of this ordinance shall be erected, constructed, attached, relocated, or structurally altered without obtaining approval by the City.
- 2. Unless otherwise provided in this chapter, such approvals are not required for temporary signs, mounted signs that protrude less than twelve (12) inches, signs listed as exempt, or for routine sign maintenance.

B. Sign Permit.

- 1. Permit Requirements. An applicant for a sign permit shall supply the following information on forms provided by the City:
 - a. Size, height, location, description, and material of the sign;
 - b. Name of the manufacturer, contractor, owner, and business advertised;
 - c. Scaled drawing(s) and description of copy, structure, and lighting;
 - d. Photo(s) or drawing(s) of the proposed sign location(s); and
 - e. Signature(s) of property the owner(s) or authorized designee(s).
 - f. Other information required to demonstrate compliance with this Chapter.
- 2. Permit Approval. Permits shall be reviewed as a Type I procedure in accordance with Chapter 4.1.020.
- 3. Sign Permit Fee. The fee for a sign permit shall be set by a resolution adopted by the City Council.
- 4. Building Permit. If a separate building permit is required for a sign, a building permit shall be obtained prior to construction or installation.

3.6.090 Abandoned Signs.

Abandoned signs must be removed or made conforming within forty-five (45) days of the date they are deemed abandoned.

3.6.100 Construction and Maintenance Standards. The following standards apply to the construction and maintenance of signs in the City:

- A. All permanent signs shall be constructed and erected in accordance with the applicable design and construction requirements of the most recent edition of the State of Oregon Structural Specialty Code.
- B. All illuminated signs shall be subject to the provision of the State Electrical Specialty Code. It shall be the applicant's responsibility to demonstrate compliance with that code by supplying the City with a copy of an approved State Electrical Permit.
- C. All signs shall be maintained at all times in a state of good repair, and no person shall maintain or permit to be maintained on any premises owned or controlled by him or her any sign which is in a sagging, leaning, fallen, decayed, deteriorated, or other dilapidated or unsafe condition.

3.6.110 Nonconforming Signs.

- A. The following will require that a nonconforming sign be brought into compliance with this chapter: physical modification of a nonconforming sign or any action on a nonconforming sign that requires a building permit. This does not include replacement of a sign face without modification of the frame or general sign maintenance and repair.
- B. All temporary or portable signs not in compliance with the provisions of this Chapter on the effective date of this Chapter shall be removed or made compliant within 45 days of the effective date.
- C. Amortization. Any freestanding or roof sign that was lawfully established before the effective date of this Chapter, but which does not conform with the provisions of this ordinance, shall be removed or brought into conformance with this ordinance within five (5) years from the date of its adoption, or sooner, at the time of occurrence of any of the actions set forth in subsection A, above.

3.6.120 Exceptions. The Planning Commission may authorize exceptions from the requirements of this chapter where it can be shown that, owing to special and unusual circumstances related to a specific piece of property, strict application of this chapter would cause an undue or unnecessary hardship; provided that no exception shall be granted for signs prohibited by Section 3.6.050 of this chapter, except for off-site directional signs, for which an exception may be granted. In granting an exception the Commission may attach conditions which it finds necessary to protect the best interests of the surrounding property or neighborhood or otherwise achieve the purposes of this chapter.

- A. No exception shall be granted unless it can be established that:
 - 1. The request is necessary to prevent a hardship due to factors such as topography, location, surrounding development, lot shape or lot size;

2. The granting of the exception will not result in material damage or prejudice to other property in the vicinity; and
3. The request will not be detrimental to community standards and the appearance of the city.

B. An exception request shall be made in accordance with Chapter 5.1.050 and processed as a Type III application.

3.6.130 Enforcement. Nothing contained herein shall preclude the issuance of citations for violations of this chapter, either prior to, concurrently with, or after action is commenced to declare a sign to be unlawful or to remove an unlawful sign.

A. General Provisions.

1. Any sign that does not conform to the requirements of this Chapter or other applicable provision of this code is considered a civil infraction and subject to the provisions of Dallas Municipal Code Chapter 1.052.

2. When a sign is removed, altered, and/or stored under these enforcement provisions, removal and storage costs may be collected against the sign owner and the person responsible for the placement of the sign. The city council shall establish the fees for removal and storage of signs, and for other associated fees, by resolution, from time to time.

B. Any sign installed or placed in the public right-of-way or on City-owned real property, except in conformance with the requirements of this chapter or other applicable provisions of this code, may be removed by the Planning Director or his or her designee as follows:

1. Immediate confiscation without prior notice to the owner of the sign.

2. If the City can ascertain contact information for the owner of the sign or for any person or business responsible therefore, the City shall contact that person or business and advise that: a) the sign was found in a location that the City believes to be a public right-of-way or City-owned property; b) that no permit was issued for the placement of the sign in that location, and that the sign is not otherwise lawfully permitted to be in that location; and c) that the City has confiscated the sign and will destroy it after thirty (30) days from the time notice was sent to the person or business responsible for the sign, unless the sign is claimed and the removal and notice costs are reimbursed to the City in full

3. If notification is not possible, the city shall store the sign for thirty (30) days from date of confiscation. The sign shall then be destroyed.

4. The city shall continue to store the sign for any additional period during which an appeal or review thereon is before the municipal court.

C. Any violation of this Chapter or other applicable provisions of this code are considered a civil infraction and subject to the provisions of Dallas Municipal Code Chapter 1.052.

3.6.140 Sign Type Illustrations



Wall



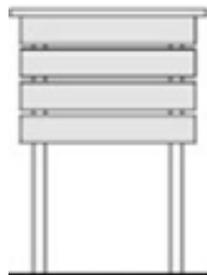
Hanging



Roof



Projecting



Pole/Pylon



Monument



Canopy

EXHIBIT B

**STAFF REPORT
DATE: SEPTEMBER 8, 2014**

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| FILE NO. | N/A |
| HEARING DATE | SEPTEMBER 15, 2014 7:30 P.M. CITY HALL COUNCIL CHAMBERS 187 SE COURT STREET DALLAS, OREGON 97338 |
| OWNER | N/A |
| REQUEST | REVISE THE DALLAS SIGN CODE AND ADD THE SIGN CODE TO THE CITY OF DALLAS DEVELOPMENT CODE, ARTICLE 3.6 |
| LOCATION | CITY OF DALLAS |
| RECOMMENDATION | HOLD THE PUBLIC HEARING, TAKE TESTIMONY AND THEN DELIBERATE ON THE MATTER (MAKE CHANGES IF DETERMINED NECESSARY) |

BACKGROUND INFORMATION

Revision of the Dallas Sign Code

The Dallas Sign Code was identified as one of the development regulations that were to undergo review and update following adoption of the current Development Code in 2010. The existing Sign Code was in need of modernization to reflect new sign technology and the needs of the business community and the public. The old sign code, while amended from time to time to address a particular issue, has not undergone a thorough review for over 20 years.

This is the City Council’s hearing on the Sign Code revision that was forwarded by the Planning Commission (the Council held a workshop on the sign code on May 20). The Planning Commission held a public hearing on March 11 to take public testimony and subsequently deliberated on the matter on April 8. Prior to the public hearing, a work session was conducted with the Planning Commission at the regular meeting on February 11, 2014 and a public Open House conducted on February 5, 2014.

The following highlights are the key revisions to the Sign Code document based on staff research, public input, and Planning Commissioners’ input.

1. Remove the Sign Code from the general Municipal Code to its appropriate place in the Dallas Development Code.
2. The existing Sign Code is obsolete in that it addresses signage practices no longer in common use, such as mechanical signs, and doesn’t address new sign types and technology such as electronic or digital signs. The proposed revised Sign Code addresses these issues.
3. The revised Sign Code is based on Sign Code language in use in many jurisdictions in Oregon and across the country.
4. The revised Sign Code is intended to be explicit, understandable, and hold objective standards for both the business community in their use of signs and the City of Dallas in administration of Sign Code application and approval processes.
5. The revised Sign Code does not attempt to change those sections of the existing code that are working well and meets the standards of modern practices.

TEMPORARY SIGNS

The current Sign Code does not adequately address the use of “temporary signs.” It defines the nature or composition of a temporary sign and the materials it may be made of (vinyl, fabric, plywood, plastic, paper, etc), but it doesn’t appropriately address the length of time a “temporary” sign may be displayed. Over time, signs meant to be temporary become de-facto permanent. There are a good number of vinyl signs currently in use in Dallas that are used as permanent signs.

The proposed revised Sign Code specifically addresses the length of time a temporary sign may be erected as follows: Temporary signs shall be placed for a period of not longer than 90 days.

No permit is required, but the sign must be dated in the lower right corner at the time of installation. A time limit set for the use of temporary signs is the primary change between the existing code and the revised code. Additionally, the revised Sign Code restricts temporary signs to three (3) per building or two (2) per business in a multi-tenant complex. The permitted sizes of a temporary signs shall not exceed sixteen (16) square feet in area per sign.

ON-PREMISIS COMMERCIAL SIGNS

Currently, under the existing Sign Code, on premises commercial signs are permitted in Commercial and Industrial Zoning Districts with a permit and a fee set by the City Council. The existing code limits the square foot area of a sign based on the length of street frontage of the building or storefront. The proposed revised code functions in the same way except that it allows more flexibility and clarity allowing one (1) square foot of signage for every two (2) linear feet of street frontage on the primary and (1) square foot of signage for every four (4) linear feet of street frontage on the side of a building (not the primary side as determined by the applicant.)

Another minor change from the existing Sign Code and the revised Code is the use of signs in street front windows. Current code permits signs installed in windows without regulation or permitting. The proposed revision is to allow no more than 50% of window space be used for signs.

Ground-mounted commercial signs are permitted under the revision similar to their permitted use under the current code. Both a Sign Permit and a Building Permit are required for ground-mounted signs. Permanent signs are better defined in the proposed Sign Code as to type, and includes illustrations of permitted sign types.

SIGNS IN RESIDENTIAL DISTRICTS

Permanent commercial signs are prohibited in Residential Zoning Districts in the current code and remain prohibited in the revised code.

The use of temporary signs in residential are permitted as follows:

- a. Real estate sales and lease
- b. Political signs during an election cycle (further explained below)
- c. Garage sale signs (in accordance to Dallas garage sale permit and regulations)
- d. Three temporary sign, not exceeding six (6) square feet in area, during the time of construction, remodeling, or landscaping provided that the sign be removed within thirty (30) days upon completion of work.

POLITICAL CANDIDATE / BALLOT MEASURE ELECTION SIGNS

Temporary political signs are permitted in all Zoning Districts including residential neighborhoods during election cycles in both the current Sign Code and the revised Sign Code with one minor change as follows: Signs not exceeding six (6) square feet each in area during the period prior to a regular or special election until fourteen (14) days following the election are permitted. The change between the existing code and the proposed code consists of the maximum size of any one political sign; six (6) square feet as described above.

ELECTRONIC CHANGABLE COPY SIGNS

- a. One (1) electronic changeable copy sign is permitted per site or multi-tenant complex and shall only be allowed as part of a permanent freestanding or wall sign.
- b. The electronic changeable copy portion of a freestanding sign may be no higher than twelve (12) feet above existing ground level.
- c. The electronic changeable copy portion of a sign may not exceed twenty-four (24) square feet in area.
- d. Electronic changeable copy signs must be set at least ten (10) feet from all property lines.
- e. The electronic changeable copy portion of a sign will have its area calculated at a rate two (2) times that of other signs.
- f. No temporary sign is allowed on a site or multi-tenant complex if an electronic changeable copy sign is utilized that is capable of displaying more than twelve (12) characters at one time or more than five (5) characters in a row. Double-faced electronic changeable copy signs shall be allowed up to twelve characters on each sign face.
- g. Electronic changeable copy signs must be permanently mounted to the ground or a structure.

To be permitted under this section, an electronic changeable copy sign must meet the following standards:

- The sign may not be illuminated by a flashing light or a light that varies in intensity.
- The sign may not have a display surface that creates the appearance of movement.
- The sign must not operate at an intensity level of more than 0.3 foot-candles over ambient light as measured at a distance of 150 feet.
- The sign must be equipped with a light sensor that automatically adjusts the intensity of the sign according to the amount of ambient light.
- The sign must be designed to either freeze the display in one static position, display a full black screen or turn off in the event of a malfunction.
- The change from one message to another message may not be more frequent than once every thirty seconds and the actual change process must be accomplished in two seconds or less.

Conclusions: The Sign Code is in need of updating both for content and administration purposes. There have been numerous drafts as well as public input that have been incorporated into this hearing draft.

Recommendation:

Hold a public hearing on the proposed Sign Code on September 15, 2014. At that time, the Council can close the hearing and make a decision or decide to continue the hearing process or deliberations to a future meeting. The City Council makes the final decision to revise the Sign Code.

ORDINANCE NO. 1769

An Ordinance amending provisions of the Dallas Development Code adopting a new Dallas Sign Code; and repealing conflicting provisions.

WHEREAS, the Dallas City Council determined that it is timely and appropriate to adopt a new Dallas Sign Code as part of the Dallas Development Code; and

WHEREAS, after required public involvement, notices and public hearings before the Dallas Planning Commission and Dallas City Council, the City Council, on September 15, 2014, preliminarily approved the proposed adoption of a new Dallas Sign Code, as amended by the City Council; and

WHEREAS, the City Council found and hereby finds that it is in the public interest to adopt a new Dallas Sign Code, as amended, as part of the Dallas Development Code and to repeal the current sign code; NOW, THEREFORE,

THE CITY OF DALLAS DOES ORDAIN AS FOLLOWS:

Section 1. Those amendments to the Dallas Development Code, creating Chapter 3.6, "Signs," being sections 3.6.010 through 3.6.140, as set forth on Exhibit A, attached hereto and by reference incorporated herein, are hereby adopted and approved.

Section 2. The findings and conclusions of the staff report recommending the adoption of the foregoing provisions, attached hereto as Exhibit B, and by reference incorporated herein, are hereby adopted and approved as the findings and conclusions of the City Council.

Section 3. Dallas City Code Sections 9.900 through 9.995 be, and they hereby are, repealed as of the effective date of this ordinance.

Read for the first time: October 6, 2014
Read for the second time: October 20, 2014
Passed by the City Council: October 20, 2014
Approved by the Mayor: October 20, 2014

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RONALD W. FOGGIN,
CITY MANAGER

LANE P. SHETTERLY, CITY
ATTORNEY

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DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

| | | |
|--------------------------------|---|---|
| <i>City of Dallas</i> | Agenda Item No. 11 c | Topic: Exemption to the Building Maintenance Ordinance |
| Prepared By: Ron Foggin | Meeting Date: October 6, 2014 | Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Approved By: Ron Foggin | | |

RECOMMENDED MOTION:

Approve the change to building maintenance ordinance to exempt building and structures used by the public safety department to conduct training.

BACKGROUND:

The Fire Department would like to use the house located south of the fire station to provide different types of fire training activities. Most of these training exercises will take place inside the structure, but towards the end of the buildings useful life the Fire Department will train fire fighters on breaching the roves and outside walls, which will put the building out of compliance with the current building maintenance ordinance. The proposed exemption will allow the Police and Fire Departments to be able to conduct much needed training on buildings without violating the ordinance.

FISCAL IMPACT:

None

ATTACHMENTS:

Edited Building Maintenance Ordinance

8.802 Scope; conflict with state law.

The provisions of this sub-chapter shall apply to all property in the city limits except:

(1) Jails, institutions and similar occupancies as classified by the state-adopted structural specialty code;

(2) Property and structures used for fire, emergency medical services and police and public safety training purposes; and

(3) ~~As otherwise provided by law; however, the provisions of this sub-chapter do not apply to jails, institutions and similar occupancies as classified by the state-adopted structural specialty code.~~

-In the event that a provision of this sub-chapter ~~conflicts~~ with a licensing requirement of the state, the state licensing requirements shall be followed.

ORDINANCE NO. 1770

An Ordinance amending provisions of the Dallas City Code Section 8.802, relating to exemptions from property maintenance regulations; and declaring an emergency.

THE CITY OF DALLAS DOES ORDAIN AS FOLLOWS:

Section 1. Dallas City Code Section 8.802 is hereby amended and restated in its entirety as follows:

8.802 Scope; conflict with state law.

The provisions of this sub-chapter shall apply to all property in the city limits except:

- (1) Jails, institutions and similar occupancies as classified by the state-adopted structural specialty code;
- (2) Property and structures used for fire, emergency medical services and police and public safety training purposes; and
- (3) As otherwise provided by law.

In the event that a provision of this sub-chapter conflicts with a licensing requirement of the state, the state licensing requirements shall be followed.

Section 2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, an emergency is declared to exist and this Ordinance shall take effect immediately upon its passage.

Read for the first time: October 6, 2014
Read for the second time: October 20, 2014
Adopted by the City Council: October 20, 2014
Approved by the Mayor: October 20, 2014

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO
FORM:

RONALD W. FOGGIN,
CITY MANAGER

LANE P. SHETTERLY, CITY
ATTORNEY