

City Council

Mayor
Brian Dalton

Council President
Jim Fairchild

Councilor
Kelly Gabliks

Councilor
Micky Garus

Councilor
Bill Hahn

Councilor
Mike Holland

Councilor
Jackie Lawson

Councilor
Kevin Marshall

Councilor
LaVonne Wilson

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

Director of Engineering & Environmental
Services
Fred Braun

City Recorder
Emily Gagner

Recording Secretary
Jeremy Teal

Dallas City Council Agenda

Mayor Brian Dalton, Presiding

Monday, December 5, 2016

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 <i>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.</i>	
5. PUBLIC HEARINGS <i>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.</i>	
6. CONSENT AGENDA <i>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.</i>	
<ul style="list-style-type: none"> a. Approve minutes of November 21, 2016 City Council meeting PG. 3 b. Approve canceling the December 19, 2016 City Council meeting PG. 7 c. Canvass November 8, 2016 Election results PG. 8 	Motion
7. ITEMS REMOVED FROM CONSENT AGENDA	
8. REPORTS OR COMMENTS FROM MAYOR AND COUNCIL MEMBERS	
<ul style="list-style-type: none"> a. General Comments from the Councilors and Mayor 	
9. REPORTS FROM CITY MANAGER AND STAFF	
<ul style="list-style-type: none"> a. Online financial reporting PG. 10 b. Other 	Information



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.

10. FIRST READING OF ORDINANCE	
11. SECOND READING OF ORDINANCE	
12. RESOLUTIONS	
a. <u>Resolution No. 3363</u> : A Resolution authorizing and adopting an amendment of the City of Dallas Fire & EMS Length of Service Award Plan for Volunteers. PG. 12	Roll Call Vote
b. <u>Resolution No. 3364</u> : A Resolution establishing a schedule of rates for water service and related water account fees; and repealing Resolution No. 3272. PG. 50	Roll Call Vote
c. <u>Resolution No. 3365</u> : A Resolution establishing a schedule of rates for sewer service and repealing Resolution No. 3273. PG. 50	Roll Call Vote
d. <u>Resolution No. 3366</u> : A Resolution approving changes in rates for refuse collection service and repealing Resolution No. 3306. PG. 59	Roll Call Vote
13. EXECUTIVE SESSION as authorized under ORS 192.660(2)(i), to review and evaluate the employment-related performance of the chief executive officer.	
14. OTHER BUSINESS	
15. 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 November 21, 2016, 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, November 21, 2016
The Dallas City Council met in regular session on Monday, November 21, 2016, at 7:00 p.m. in the Civic Center of City Hall with Mayor Brian Dalton presiding.	
Council: Council members present: Council President Jim Fairchild, Councilor Kelly Gabliks, Councilor Micky Garus, Councilor Bill Hahn, Councilor Mike Holland, Councilor Jackie Lawson, Councilor Kevin Marshall, Councilor LaVonne Wilson, and Councilor Ken Woods, Jr.	
Staff: Also present were: City Manager Ron Foggin, City Attorney Lane Shetterly, Police Chief Tom Simpson, Fire Chief Fred Hertel, Engineering and Environmental Service Director Fred Braun, Community Developemnt/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
EMPLOYEE RECOGNITION/INTRODUCTIONS	There were none.
2:00 COMMENTS FROM THE AUDIENCE	Paul Trahan, 1116 Barberry Ave, noted the utility rate increase being discussed tonight would come with an educational component for the public. Deb Nord, 461 SW Allgood St, read a statement regarding the voting for the City Council election, a copy of which is attached to these minutes and incorporated herein.
PUBLIC HEARINGS	There were none.
5:06 CONSENT AGENDA Item approved by the Consent Agenda: November 7, 2016, City Council meeting minutes	It was moved by Councilor Holland <i>to approve the Consent Agenda as submitted</i> . The motion was duly seconded and carried with a vote of 9-0.
ITEMS REMOVED FROM CONSENT AGENDA	There were none.
5:30 REPORTS OR COMMENTS FROM THE MAYOR AND COUNCIL MEMBERS	There was discussion regarding the revised City Manager evaluation scoring sheet. It was moved by Councilor Lawson to revise the City Manager evaluation scoring sheet to a five option criteria to include outstanding, exceeds

	stands, needs improvement, and does not meet standards. It was duly seconded and carried with a vote of 7-2 with Councilor Gabliks and Councilor Hahn voting NO.
13:38 REPORTS FROM CITY MANAGER AND STAFF	
TAX & FEE PEER COMPARISON	Trevor Plendl gave a brief PowerPoint presentation regarding the Tax & Fee Peer Comparison brochure.
UTILITY RATE DISCUSSION	<p>Mr. Braun gave a brief PowerPoint presentation outlining the recommendations from the Utility Rate Advisory Committee.</p> <p>There was discussion regarding the educational component to inform the public of the upcoming rate increase.</p> <p>It was moved by Councilor Gabliks to direct staff to prepare a resolution with revised water and sewer utility rates in accordance with the Utility Rate Advisory Committee recommendations for implementation on February 1, 2017. The motion was duly seconded and carried with a vote of 8-1 with Councilor Lawson voting NO.</p>
OTHER	Mr. Foggin noted the Administration and Building & Grounds committee meeting in November and the Public Works/Public Safety committee meeting in December would be canceled.
FIRST READING OF ORDINANCE	There were none.
SECOND READING OF ORDINANCE	There were none.
1:02:13 RESOLUTIONS <u>Resolution No. 3361:</u> A Resolution establishing a fee for filing a motion to set aside a conviction or record of arrest in Dallas Municipal Court. <u>Resolution No. 3362:</u> A Resolution authorizing camping in Roger Jordan Community Park for the occasion of the August 21, 2017 solar eclipse.	<p>A roll call vote was taken and Mayor Dalton declared Resolution No. 3361 to have PASSED BY A VOTE of 9-0 with Council President Fairchild, Councilor Kelly Gabliks, Councilor Micky Garus, Councilor Bill Hahn, Councilor Mike Holland, Councilor Jackie Lawson, Councilor Kevin Marshall, Councilor LaVonne Wilson, and Councilor Ken Woods, Jr. voting YES.</p> <p>A roll call vote was taken and Mayor Dalton declared Resolution No. 3362 to have PASSED BY A VOTE of 9-0 with Council President Fairchild, Councilor Kelly Gabliks, Councilor Micky Garus, Councilor Bill Hahn, Councilor Mike Holland, Councilor Jackie Lawson, Councilor Kevin Marshall, Councilor LaVonne Wilson, and</p>

	Councilor Ken Woods, Jr. voting YES.
1:11:01 EXECUTIVE SESSION	<p>Mayor Dalton opened the Executive Session at 8:11 p.m. as authorized under ORS 192.660(2)(e), to conduct deliberations with persons designated by the governing body to negotiate real property transactions.</p> <p>Mayor Dalton adjourned the Executive Session at 8:20 p.m.</p>
OTHER	
ADJOURNMENT	<p>Mayor Dalton reconvened the Council meeting at 8:20 p.m.</p> <p>There being no further business, the meeting adjourned at 8:20 p.m.</p>
<p>Read and approved this _____ day of _____ 2016.</p> <p>ATTEST: _____ Mayor</p> <p>_____ City Manager</p>	

DRAFT

I believe the voting ballot is a sacred document as is our constitution. It was given to us by brave patriots over two centuries ago. The act of voting is an honor and should be treated as such. It is not something to be shoved aside when it does not suit the purposes of those who choose to seek out a more expedient way to force their will upon the community.

I believe our recent ballot was not treated with reverence but was contrived to game the system in our 2016 Dallas City Councilor Elections.

A disservice was done to the citizens of Dallas whose voices were trampled.

A disservice was done to other council members by belittling their efforts, hard work, and contributions.

A disservice was done to the 3 candidates who were elected to the council by this method because those 3 were elected by a method and not on their merits. Their allegiance will be suspect within the community.

IS there NO Trust? Is there NO Respect? The election process was diminished. The ballot was diminished.

I am sorry you do not trust the community to choose the best candidates for the job.

I am sorry you do not trust in democracy.

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 6 b	Topic: Cancel December 19, 2016 City Council Meeting
Prepared By: Emily Gagner	Meeting Date: December 5, 2016	Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Approved By:		

RECOMMENDED MOTION:

With approval of the consent agenda, Council would be authorizing the cancelation of the December 19, 2016, City Council meeting, with the understanding that if any urgent issues arise, the meeting will be held.

BACKGROUND:

We do not anticipate any agenda items for the December 19 Council meeting. For this reason, we are requesting the Council cancel the December 19, 2016, City Council meeting. As always, if something comes up, we can schedule an emergency meeting.

FISCAL IMPACT:

None

ATTACHMENTS:

None

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 6 c	Topic: Canvass of City Elections
Prepared By: Emily Gagner	Meeting Date: December 5, 2016	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED MOTION:

With approval of the Consent Agenda, the Council is accepting the results of the November 8, 2016, General Election.

BACKGROUND:

As required by the Charter of the City of Dallas, the Council must canvass the results of the City election held November 8, 2016, for the positions of Mayor and City Councilors. Attached is a copy of the abstract of votes provided to us by the Elections Officer for Polk County.

The City Council simply needs to accept these results so they may be made a part of the permanent record to comply with the City Charter.

FISCAL IMPACT:

None

ATTACHMENTS:

Abstract of Votes

Mayor DALLAS CITY

(VOTE FOR) 1

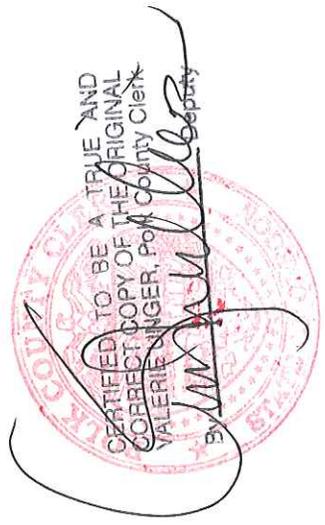
11-23-15 AM: 13 RCVD

	W B D R I T E - I N (NON)	L W A I N O S (NON)	K L J K M G L I B A R I T E - I N (NON)	J R E U N M I E L I N (NON)	M E H A R S H (NON)	T L C W E R A I T E - I N (NON)	U V N O D T E E R S (NON)
0154 154	2298	114	0	952			
0156 156	1603	77	0	641			
0162 162	1502	103	1	727			
	5403	294	1	2320			
CANDIDATE TOTALS	94.83	5.16					
CANDIDATE PERCENT							

City Councilor DALLAS CITY

(VOTE FOR) 5

	J R E U N M I E L I N (NON)	L W A I N O S (NON)	K L J K M G L I B A R I T E - I N (NON)	J R E U N M I E L I N (NON)	M E H A R S H (NON)	T L C W E R A I T E - I N (NON)	U V N O D T E E R S (NON)
0154 154	1309	1434	1424	1618	1432	1491	109
0156 156	886	976	947	1060	973	945	78
0162 162	811	921	914	1017	921	978	117
	3006	3331	3285	3695	3326	3414	304
CANDIDATE TOTALS	12.61	13.98	13.79	15.51	13.96	14.33	1.27
CANDIDATE PERCENT							



DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 9c	Topic: New Financial Dashboard
Prepared By: Cecilia Ward	Meeting Date: November 21, 2016	Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED ACTION:

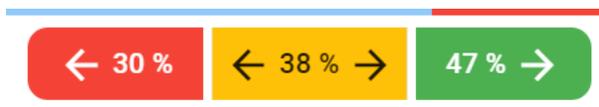
Information only

BACKGROUND:

The new financial dashboard is now available at <http://dashboard.dallasor.gov> or through the City's website. The new financial dashboard is more informative and transparent as it is in real time.



The new financial dashboard has a quick reference color indicator that specifies % of budget collected (resources) or % of budget spent (expenditures).



SUMMARY TIMELINE:

- July 2015 staff began working with OPENGOV to provide a comprehensive transparent financial report application for the public to utilize through the City's website.
- December 2015 the OPENGOV online financial report was available to the public.
- January-June 2016 staff worked with OPENGOV to improve and simplify the reporting. OPENGOV was not able to provide an effective financial tool. It was cumbersome not only for the user but for staff.
- July 2016 staff began working with the City of Lake Oswego to provide the city's online financial report application.
- November 2016 new financial reporting tool available on the City's website.

FISCAL IMPACT:

None

DALLAS 2030 VISION IMPACT:

Element 1.f.: Dallas citizens of all ages are proud of their city and involved in its civic affairs, engaged in important community issues & invested in their city's future.

Strategy – Continue to improve transparency in providing financial information

ATTACHMENTS:

None

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 12 a	Topic: Res. No. 3363 - Length of Service Award Program
Prepared By: Fred Hertel	Meeting Date: 12/5/2016	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED ACTION:

Adopt Resolution No. 3363, authorizing the City Manager to execute the updated participation plan for the current Length of Service Award Program.

BACKGROUND:

In 1999, the City Council adopted a Length of Service Award Program (LOSAP) for the mutual benefit of the City of Dallas and the volunteer firefighters within the Dallas Fire Department. This program has served as a valued recruitment and retention instrument for all involved. The LOSAP is a retirement account for the volunteers. Contributions are made annually to the account of each volunteer who meets the minimum requirements to be a member in good standing through a system developed by the volunteers.

SUMMARY TIMELINE:

- January 19, 1999: City Council adopted a Length of Service Award Program
- March 2009: LOSAP plan administrator transitioned from Special Districts Association of Oregon (SDAO) to Oregon Fire District Directors Association (OFDDA)
- August 2014: OFDDA revised the plan documents

FISCAL IMPACT:

No change to the current financial commitment.

DALLAS 2030 VISION IMPACT:

- Element: Dallas citizens of all ages are proud of their city and involved in its civic affairs, engaged in important community issues & invested in their city's future
- Element: Dallas stands out for its extensive community volunteerism and exceptional commitment and quality of local volunteers.

ATTACHMENTS:

Length of Service Award Program documents
Res. No. 3363

**THE OREGON FIRE DISTRICT DIRECTORS ASSOCIATION
LENGTH OF SERVICE AWARD PLAN
FOR VOLUNTEERS**

ADOPTION AGREEMENT

City of Dallas Fire & EMS

NAME OF DISTRICT

DATE

This ADOPTION AGREEMENT is the only way DISTRICT may amend the PLAN Document. The terms used in this ADOPTION AGREEMENT have the same meaning as provided in Article I of the PLAN Document, unless otherwise specified herein. In the event of a conflict between the PLAN Document and this ADOPTION AGREEMENT, the PLAN Document shall prevail.

1. Participation Requirements

Participation Requirements are the minimum requirements needed for a VOLUNTEER to become a PLAN PARTICIPANT. PLAN PARTICIPANTS must satisfy the minimum participation requirements in both Article 4 of the PLAN Document and in this Section 1.

Pursuant to Article 7.01(a) of the PLAN Document, failure to meet the Participation Requirements at any time may affect a PARTICIPANT'S VESTING schedule. There are two (2) options for DISTRICTS in establishing participation requirements.

The first option is to simply adopt the requirements for being a member in good standing of the VOLUNTEER service of the DISTRICT. In that case, the DISTRICT must attach those requirements to this ADOPTION AGREEMENT.

The second option is to impose additional participation requirements, if the DISTRICT wants to limit participation in the PLAN to those VOLUNTEERS who go "above and beyond" the basic requirements for good standing. In that case, the DISTRICT would attach a list of the all participation requirements, including any additional requirements.

The DISTRICT adopts the following Participation Requirements:

D x DISTRICT VOLUNTEERS who meet the basic requirements of being a member in good standing, as described in the attachment to this ADOPTION AGREEMENT, will be eligible to participate. Such requirements must indicate the duration of VOLUNTEER service required prior to qualifying as a PARTICIPANT (if any).

D DISTRICT VOLUNTEERS who meet the basic requirements of being a member in good standing, *as well as any additional participation requirements* as described in the attachment to this ADOPTION AGREEMENT, will be eligible to participate. Such requirements must indicate the duration of VOLUNTEER service required prior to qualifying as a PARTICIPANT (if any), as well as any additional requirements, such as: minimum drill or response attendance and the nature of service (combat or non-combat).

2. Allocation of CONTRIBUTIONS

It is the responsibility of the DISTRICT to allocate its total CONTRIBUTIONS among eligible PARTICIPANTS. This allocation will occur according to the below described methodology. Some DISTRICTS allocate an equal CONTRIBUTION to each PARTICIPANT. Others allocate based on a formula which is tied to each PARTICIPANT'S activities during the year. Below, please describe the method the DISTRICT will use to allocate CONTRIBUTIONS:

Annually, the City of Dallas will distribute LOSAP funds to qualifying members as determined by the work plan and expenditure authorization.

PARTICIPANTS who terminate their participation or SEPARATE FROM VOLUNTEER SERVICE prior to VESTING will forfeit LOSAP CONTRIBUTIONS. The DISTRICT will report any forfeitures and will provide a list of the remaining PARTICIPANTS to the OFDDA PLAN ADMINISTRATOR within three (3) months of the forfeiture. The PLAN ADMINISTRATOR will allocate such forfeitures among all remaining PARTICIPANTS eligible to receive a CONTRIBUTION on a per capita basis within twelve (12) months of notification of the forfeiture.

3. Vesting Schedule

In accordance with Section 7.01 of the PLAN, the DISTRICT adopts the following VESTING Schedule:

D VESTING OPTION A: TWO YEAR NONCONSECUTIVE VESTING: An active VOLUNTEER shall become entitled to a future award upon the completion of two (2) nonconsecutive years with the DISTRICT as a PARTICIPANT.

VESTING OPTION B: YEAR NONCONSECUTIVE VESTING

An active VOLUNTEER shall become entitled to a future award upon the completion of five (5) nonconsecutive years (minimum of two (2) years) with the DISTRICT as a PARTICIPANT.

D VESTING OPTION C: _____ YEAR CONSECUTIVE VESTING. An active VOLUNTEER shall become entitled to a future award upon the completion of () consecutive years (minimum of two (2) years) with the DISTRICT as a PARTICIPANT.

4. Credit Toward Vesting for Prior Service to District

The DISTRICT will give one (1) year of credit toward VESTING for every two (2) years of VOLUNTEER service to the DISTRICT prior to the DISTRICT'S adoption of the PLAN.

D The DISTRICT will not give credit toward VESTING for any VOLUNTEER service to the DISTRICT prior to the DISTRICT'S adoption of the PLAN.

5. Portability of Prior Volunteer Service

The DISTRICT will recognize a VOLUNTEER'S prior service as a member in good standing in an Oregon Fire DISTRICT participating in the OFDDA LOSAP program. To be eligible for portability, any separation from the prior VOLUNTEER service must have occurred no more than twelve (12) months prior to initiation of service for the DISTRICT.

D The DISTRICT will not recognize VOLUNTEER service provided to any organization other than the DISTRICT.

6. Designating a PLAN YEAR

The DISTRICT designates the following twelve (12) month period as its PLAN YEAR:

January – December

July – June

Other as designated: _____

7. Investment of CONTRIBUTIONS

The DISTRICT **will** allow PARTICIPANTS to designate their investment preferences among choices available from the INVESTMENT PROVIDER. The DISTRICT will then direct the investment of CONTRIBUTIONS according to the PARTICIPANTS’ designation, but reserves the right at a later date to itself designate such investment preferences.

The DISTRICT **will not** allow PARTICIPANTS to designate their investment preferences. Instead, the DISTRICT will solely direct and designate the investment of CONTRIBUTIONS among choices available from the INVESTMENT PROVIDER.

City of Dallas Fire & EMS
DISTRICT

By: _____ Its: Ron Foggin, City Manager

DATE: _____

APPROVED BY OFDDA ADMINISTRATOR

By: _____ Its: _____

DATE: _____

THE OREGON FIRE DISTRICT DIRECTORS ASSOCIATION
LENGTH OF SERVICE AWARD PLAN

DECLARATION OF TRUST

**OREGON FIRE DISTRICT DIRECTORS ASSOCIATION
LENGTH OF SERVICE AWARD PLAN**

DECLARATION OF TRUST

This Declaration of Trust, by and between the Oregon Fire District Directors Association, an Oregon nonprofit corporation (the "OFDDA"), and those Districts organized under Oregon Revised Statute Chapter 198 (hereinafter each District is separately referred to as the "District" and collectively as the "Districts") who have executed an Accession Instrument substantially in the form attached hereto as Exhibit A, and the Trustees named on the signature page of this Declaration of Trust (hereinafter referred to as "Trustees"), is effective to create this Trust as of the date of the first contribution by the OFDDA or any District and is effective with respect to each District as of the date of the Accession Instrument entered into by that District.

RECITALS

- A. WHEREAS, each District has adopted The Length of Service Award Plan for Volunteers attached to this Declaration of Trust as Exhibit B.
- B. WHEREAS, each District has incurred or expects to incur liability under the terms of the Plan with respect to the volunteers participating in the Plan.
- C. WHEREAS, it is the intention of each District to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Plan.
- D. WHEREAS, each District wishes to make contributions to a trust (hereinafter called the "Trust") to be held therein.
- E. WHEREAS, the share of the Trust assets belonging to each District is subject to the claims of that District's creditors in the event of that District's Insolvency, as defined in Section 3.1, until paid to that District's Plan participants and their beneficiaries in such manner and at such times as specified in the Plan.
- F. WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of meeting the Districts' obligations under the Plan.

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

ARTICLE I

ESTABLISHMENT OF TRUST

1.1 Initial Principal. Each District shall hereby deposit with the Trustees in trust the sum stated on its Accession Instrument, which shall become part of the principal of the Trust to be held, administered, and disposed of by the Trustees as provided in this Declaration of Trust.

1.2 Additional Deposits. Each District, in its sole discretion, may at any time, or from time to time, make additional contributions in cash (or with the prior consent of the Trustees and Plan Administrator, in the form of other property) in trust with the Trustees to augment the principal to be held, administered and disposed of by the Trustees as provided in this Declaration of Trust. Neither the Trustees nor any Plan participant or beneficiary shall have any right to compel a District to make such additional contributions.

1.3 Separate Shares. The principal of the Trust, and any earnings thereon, attributable to each District shall be held as a separate share of the Trust, separate and apart from funds of other Districts, and shall be used exclusively for the uses and purposes of Plan participants and general creditors of that District as herein set forth. The Trustees may, in their discretion, further subdivide each share into subshares allocable to individual Plan Participants.

1.4 Grantor Trust. The Trust is intended to be a grantor trust, of which each District is a grantor with respect to its share, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

1.5 Allocations Among Plan Participants. Whenever a District makes a contribution as described in Section 1.2, it must inform the Trustees in writing of the proper allocation of such contribution among Plan Participants of the District and provide such additional information as reasonably requested by the Plan Administrator to make such allocation. The District's determination of allocation of its contribution among Plan participants shall be determinative and the District retains all responsibility for insuring that such allocation is correct.

1.6 Rights of Third Parties. Plan Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Declaration of Trust shall be mere unsecured contractual rights of the Plan Participants and their beneficiaries against their respective District. In the event of Insolvency, as defined in Section 3.1, the assets held by the Trust will be subject to the claims of each separate District's general creditors under federal and state law in proportion to that District's share of assets of the Trust.

ARTICLE II

PAYMENTS TO PLAN PARTICIPANTS

2.1 Payments to Plan Participants and Their Beneficiaries. Each District, through the Administrator of the Plan, shall deliver to the Trustees a schedule (hereinafter referred to as the "Payment Schedule") that indicates the amounts payable in respect of each Plan Participant (and his or her beneficiaries), that provides a formula or other instructions acceptable to the Trustees for determining the amounts so payable, the form in which such amount is to be paid (as provided for or available under the Plan), and the time of commencement for payment of such amounts. Except as otherwise provided herein, the Trustees shall make, or arrange to have made, payments to the Plan participants and their beneficiaries in accordance with such Payment Schedule. Unless the Trustees inform a District otherwise in writing, the Trustees shall make provisions for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Plan and shall pay amounts withheld to the appropriate taxing authorities or determine that such amounts have been reported, withheld and paid by such District. If the principal of a District's share of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Schedule, the Trustees shall notify the District that principal and earnings are not sufficient.

2.2 Benefits Under Plan. The entitlement of a Plan Participant or his or her beneficiaries to benefits under the Plan shall be determined by the District or such party as it shall designate under the Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

2.3 Payment of Benefits. Upon written request to the Trustees, each District may make payment of benefits directly to its Plan participants or their beneficiaries as they become due under the terms of the Plan, in lieu of having the Trustees make these payments. Each District shall notify the Trustees of its decision to make payment of benefits directly prior to the time amounts are payable to participants or their beneficiaries.

ARTICLE III

INSOLVENCY OF DISTRICT

3.1 Payment of Benefits Cease on Insolvency. The Trustees shall cease payment of benefits to Plan Participants and their Beneficiaries of any District which is Insolvent. A District shall be considered "Insolvent" for purposes of this Declaration of Trust if (i) the District is unable to pay its debts as they become due, or (ii) the District is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

3.2 Trust Funds Subject to Claims of General Creditors. At all times during the continuance of this Trust, as provided in Section 1.3 hereof, the principal and income of a District's share of the Trust shall be subject to the claims of the general creditors of a District.

3.2.1 Duty to Notify Trustees of District's Insolvency. The Board of Directors and the Chief Executive Officer of each District shall have the duty to inform the Trustees in writing of the District's Insolvency.

3.2.2 Trustees' Duty to Discontinue Payments. If a person claiming to be a creditor of a District alleges in writing to the Trustees that the District has become Insolvent, the Trustees shall determine whether the District is Insolvent and, pending such determination, the Trustees shall discontinue payment of benefits to Plan Participants or their Beneficiaries.

3.2.3 No Actual Knowledge of Insolvency. Unless the Trustees have actual knowledge of a District's Insolvency, or have received notice from a District or a person claiming to be a creditor alleging that the District is Insolvent, the Trustees shall have no duty to inquire whether the District is Insolvent. The Trustees may in all events rely on such evidence concerning a District's solvency as may be furnished to the Trustees and that provides the Trustees with a reasonable basis for making a determination concerning a District's solvency.

3.2.4 Trustees to Hold Assets of Trust for General Creditors. If at any time the Trustees have determined that a District is Insolvent, the Trustees shall discontinue payments to the Plan Participants and Beneficiaries of that District and shall hold such District's share of the Trust assets for the benefit of that District's general creditors. Nothing in this Declaration of Trust shall in any way diminish any rights of the Plan Participants or their Beneficiaries to pursue their rights as general creditors of a District with respect to benefits due under the Plan or otherwise.

3.2.5 Benefits Resume When District Is No Longer Insolvent. The Trustees shall resume the payment of benefits to Plan Participants or their Beneficiaries in accordance with Section 2 of this Declaration of Trust only after the Trustees have determined that the District is not Insolvent (or is no longer Insolvent).

3.3 Amount of First Payment After Discontinuance. Provided that there are sufficient assets in a District's share of the Trust, if the Trustees discontinue the payment of benefits from the Trust pursuant to Section 3.2 hereof and subsequently resume such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Plan Participants or their Beneficiaries under the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Plan Participants or their Beneficiaries by the District in lieu of the payments provided for hereunder during any such period of discontinuance.

ARTICLE IV

PAYMENTS TO DISTRICTS

4.1 No Payment to Others. Except as otherwise provided in this Declaration of Trust, a District shall have no right or power to direct the Trustees to divert to others any of the Trust assets before all payment of benefits have been made to that District's Plan Participants and their Beneficiaries pursuant to the terms of the Plan. This provision shall not prohibit a District from terminating its participation in the Plan and Trust pursuant to Section 11.1 of this Trust Agreement.

4.2 Payment to Districts. The Trustees will pay to a District such amounts on such schedule as directed by the Administrator of the Plan for payment to Plan Participants. Upon direction by the District, the Trustees may make payment directly to Plan Participants or Beneficiaries in such amount and on such schedule as provided by a District to the Plan Administrator.

ARTICLE V

INVESTMENT AUTHORITY

5.1 Investment Provider. The Trustees shall forward contributions from Districts to the entity designated as the "Investment Provider" by the Plan Administrator.

5.2 Options for Investment. The Trustees will choose, from time to time, the options for investment of District assets from those available through the Investment Provider.

5.3 Districts' Investment Decisions. The Districts shall provide to the Trustees, in a manner specified from time to time by the Trustees, instructions regarding the allocation of contributions among the various options made available by the Investment Provider and approved by the Trustees. The Trustees shall have no discretion to alter or modify the choices made by the Districts, except as options are changed by the Trustees pursuant to Section 5.2.

5.4 Legally Permitted Investments. In no event may the Districts direct the Trustees to invest in securities of a District (including stock or rights to acquire stock) or obligations issued by a District, other than a de minimis account held in common investment vehicles in which the Trustees invest. In addition, all investments made by the Trustees must be in accordance with Oregon law relating to proper investments by Districts. If the Trustees are uncertain about the propriety of an investment, they shall return a contribution to the District with instructions to obtain an opinion of counsel regarding the propriety of the investment under Oregon law.

5.5 Delegation of Authority. A District may delegate authority to Plan Participants to

select specific investments for subshares of a District's share of Trust assets, within the range of investment choices determined by the District. Such delegation, however, will not confer on Plan Participant any rights of ownership with respect to Trust assets, nor relieve the District of responsibility for exercise of investment authority.

5.6 Hold Harmless. Each District will indemnify and hold harmless the Trustees from any loss or damage resulting from the investment of its contributions to the Trust with the Investment Provider according to the District's or its designees' investment instructions.

ARTICLE VI

DISPOSITION OF INCOME

During the term of this Trust, all income received by the Trustees within each share of the Trust, net of expenses and taxes, and obligations for distributions, shall be accumulated and reinvested within such share.

ARTICLE VII

ACCOUNTING BY TRUSTEES

7.1 Trustees' Duty of Accounting. The Trustees shall keep records of all activities of the Trust, and shall provide each District annually with a trustee's report with respect to its share of the Trust and the names, addresses, and telephone numbers of all Trustees. The Administrator's annual statement to the Districts shall serve as sufficient record of the activities of the Trust and each District waives any right it may have to any other reports or notices.

7.2 Individual Trustee's Duty. Upon removal or resignation of a Trustee, that Trustee shall provide to the remaining Trustees such records and reports as required by the remaining Trustees to show the activities of the departing Trustee with respect to Trust assets in the period prior to removal or resignation.

ARTICLE VIII

RESPONSIBILITY OF TRUSTEES

8.1 Duty of Trustees. The Trustees shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. No Trustee will incur liability to any person for any action taken pursuant to a direction, request or approval given by a District which is contemplated by, and in conformity with, the

terms of the Plan or this Trust.

8.2 Indemnification for Litigation Costs. If the Trustees undertake or defend any claim arising in connection with this Trust, the Districts agree to indemnify the Trustees against the Trustees' costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If the Districts do not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustees may obtain payment from the Trust, which payment shall be allocated among the Districts in proportion to the relative fair market values of their shares of the Trust assets as determined by the Trustees.

8.3 Authority to Hire. The Trustees may hire agents, attorneys, accountants, actuaries, investment advisers, financial consultants or other professionals to assist the Trustees in performing any of their duties or obligations hereunder.

8.4 Powers of Trustees. The Trustees shall have, without exclusion, all powers conferred on a trustee by applicable law, unless expressly provided otherwise herein, provided, however, that if an insurance policy is held as an asset of the Trust, the Trustees shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy.

8.5 Limitations on Trustees' Powers. Notwithstanding any powers granted to the Trustees pursuant to this Declaration of Trust or to applicable law, the Trustees shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations pursuant to the Internal Revenue Code.

8.6 No Bond Required. No Trustee shall be required to post a bond.

ARTICLE IX

COMPENSATION AND EXPENSES OF TRUSTEES

The Oregon Fire District Directors Association shall pay the ordinary administrative costs associated with the Trust and the Trustees' duties. Extraordinary expenses will be allocated as provided in Section 8.2.

ARTICLE X

APPOINTMENT, RESIGNATION AND REMOVAL OF TRUSTEES

10.1 Appointment. There shall be five (5) Trustees of the Trust, two (2) of whom shall be appointed by the Board of Directors of the Oregon Fire District Directors Association, an Oregon nonprofit corporation, and two (2) of whom shall be appointed by the Board of Directors of the Oregon Volunteer Firefighters Association, an Oregon nonprofit corporation and one (1) of whom shall be appointed by the Board of Directors of the Oregon Fire Chiefs Association.

10.2 Qualification. As a qualification for appointment and continued service, each Trustee shall be an elected or appointed official, employee, volunteer or other official representative of a unit of local government, or a person previously holding such a position who has retired from service.

10.3 Petition of Removal. Any District that is a grantor under this Trust Agreement may petition the Board of the Oregon Fire District Directors Association in writing stating facts constituting sufficient grounds for removal of a Trustee. A copy of the petition shall be mailed to the Trustee within five (5) days of filing of the petition with the Oregon Fire District Directors Association. The Board of the Oregon Fire District Directors Association shall set a date for a hearing to be held on the matter not more than 45 days from the date of filing of the petition and notify the petitioner and all Trustees of the time and place of hearing. All Trustees may be heard at the time and place of hearing and testimony and other evidence shall be received as the Board of the Oregon Fire District Directors Association decides. The hearing may be adjourned by the Oregon Fire District Directors Association Board from time to time for an aggregate period of not to exceed two (2) weeks. Following the hearing, the Oregon Fire District Directors Association Board shall make a final decision on the petition and such decision shall be binding on the Trustees, the individual Trustees and the Districts.

10.4 Terms. The Trustees shall be appointed for a fixed term. Terms shall be three (3) years and shall be staggered so that no more than two (2) Trustee's terms expire during any calendar year. There shall be assigned position numbers to each of the five (5) Trustee positions. The initial tenure of each numbered position shall be as follows:

Position No. 1 (OFDDA)	Inception of the Trust through June 30, 2010
Position No. 2 (OVFA)	Inception of the Trust through June 30, 2011
Position No. 3 (OFCA)	Inception of the Trust through June 30, 2011
Position No. 4 (OFDDA)	Inception of the Trust through June 30, 2012
Position No. 5 (OFVA)	Inception of the Trust through June 30, 2012

After expiration of each of the terms set forth above, succeeding terms for the respective Trustees positions shall be for three (3) years, commencing the date following the expiration of the preceding term. A Trustee may serve any number of consecutive terms.

10.5 Just Cause Removal. In order to insure the faithful, independent, and impartial exercise of judgment and discharge of their obligations, Trustees shall during their terms of office, be subject to removal by the Oregon Fire District Directors Association Board only for just cause. For purposes of this paragraph, "just cause" shall mean loss of qualifications to service, failure or refusal to act, repeated failure to attend the meetings and activities of the Trustees, malfeasance or misfeasance in office, gross misconduct, or conviction of a felony.

10.6 Acceptance. No Trustee shall serve, and no appointment shall be effective until such appointee acknowledges in writing full and unconditional acceptance of the terms of this Declaration of Trust.

10.7 Successor Trustee. In the event of a Trustee's resignation, incapacity, inability to serve (including disqualification) or removal, a successor Trustee shall be appointed as provided in Section 10.1. The successor Trustee shall be appointed to serve the remainder to the unexpired term.

10.8 Vacancy Effect. Should a vacancy exist among the Trustees, the remaining Trustees shall have full power to act as Trustees.

10.9 No Compensation. A Trustee will serve without compensation, but his or her reasonable expenses shall be reimbursed.

ARTICLE XI

REVOCATION, AMENDMENT AND TERMINATION

11.1 Revocation. This Trust is revocable. At any time, a District may revoke its participation in the Trust, by giving written notice to the Administrator pursuant to the terms of the Plan. In the case of revocation, a District shall have the right to receive its share of contributions and earnings under the Plan, less any withdrawal fees imposed by the Investment Provider and a termination fee established from time to time by the Trustees. The Trustees shall make payment to the District within 90 days of receipt of written notification from the District that the Plan has been terminated. The termination fee is in addition to any withdrawal fees imposed by the Investment Provider, and shall be payable by the Trustees to the Administrator.

11.2 Amendment.

11.2.1 The Districts may amend this Declaration of Trust by a written instrument executed by the Trustees and each participating District. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Plan.

11.2.2 From time to time the Plan Administrator may propose amendments to the Declaration of Trust to the Trustees. If the Trustees approve such amendments, they will become effective 45 days after the date the Plan Administrator sends the amendments to the Districts for

ratification.

11.3 Termination of Trust. Except as otherwise provided below, the Trust shall not terminate until the date on which Plan Participants and their Beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan.

11.3.1 If all participating Districts revoke their participation pursuant to Article 11.1, the Trust will terminate.

11.3.2 If the Administrator of the Plan determines that the Length of Service Award Plan is no longer viable, and terminates the Plan pursuant to Section 8.09 of the Plan Document, the Trust will terminate.

11.3.3 Distribution of Assets. All assets in the Trust at termination shall be returned to the grantor Districts, and each District will receive the Trust assets attributable to its share of the Trust, less any applicable termination fees.

ARTICLE XII

DEFINITIONS

The following terms shall for purposes of this Trust have the meanings set forth below:

12.1 “Administrator” means the Oregon Fire District Directors Association, a § 501(c)(3) Oregon not-for-profit corporation, which has been appointed by each District to administer the Plan.

12.2 “Beneficiary” means the person properly designated by a Participant to receive benefits under the Plan in the event of a Participant’s death.

12.3 “Contribution” means funds or other property transferred to the Trustees by a District pursuant to the Plan.

12.4 “District” means the District named in an Accession Instrument or any of its agencies, departments, subdivisions, or instrumentalities designated by the District.

12.5 “Investment Provider” means the company which has been selected by the Administrator to invest contributions on behalf of the Trustees.

12.6 “Participant” means a volunteer who has satisfied and continues to satisfy their requirements for participation in the Plan.

12.7 “Plan” means the Length of Service Award Plan for Volunteers adopted by a District, as amended from time to time.

12.8 "Trust Assets" means the assets held pursuant to this Declaration of Trust, including Contributions and all earnings and profits on Contributions.

ARTICLE XIII

MISCELLANEOUS

13.1 Severability. Any provision of this Declaration of Trust prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions of the Trust; except that if the remaining provisions of the Trust would not substantially achieve the purpose of the Districts in establishing the Trust, then the Trust shall terminate.

13.2 Governing Law. This Declaration of Trust shall be governed by and construed in accordance with the laws of the state of Oregon.

13.3 Plan Consistency. To the extent possible, this Declaration of Trust shall be interpreted to be consistent with the provisions of the Plan.

IN WITNESS WHEREOF, the Trustees have executed this Declaration of Trust as of the dates indicated below.

Position No. 1:

By: _____

Print Name: _____

Date: _____

Position No. 2:

By: _____

Print Name: _____

Date: _____

Position No. 3:

By: _____

Print Name: _____

Date: _____

Position No. 4:

By: _____

Print Name: _____

Date: _____

Position No. 5:

By: _____

Print Name: _____

Date: _____

Exhibit A

Form of Accession Instrument

By resolution dated _____, City of Dallas Fire & EMS (the "District") adopted the Oregon Fire District Directors Association Length of Service Award Plan for Volunteers (the "Plan").

The District desires to become a grantor under the Declaration of Trust and agrees to each and every provision of such Declaration of Trust, a copy of which is attached hereto.

City Manager

Date: _____

District: City of Dallas Fire & EMS

Exhibit B
Plan Document

**THE OREGON FIRE DISTRICT DIRECTORS ASSOCIATION LENGTH OF
SERVICE AWARD PLAN
FOR VOLUNTEERS
PLAN DOCUMENT**

**THE OREGON FIRE DISTRICT DIRECTORS ASSOCIATION LENGTH OF
SERVICE AWARD PLAN
FOR VOLUNTEERS PLAN DOCUMENT**

CITY OF DALLAS FIRE & EMS

(NAME OF DISTRICT)

The DISTRICT hereby adopts this **Length of Service Award Plan for Volunteers** which consists of the provisions set forth in this document, and is applicable to each VOLUNTEER who becomes a PARTICIPANT in the PLAN. The PLAN is effective as to each PARTICIPANT upon the date he or she becomes eligible and files with the ADMINISTRATOR, or its designee, a completed APPLICATION referred to herein.

**ARTICLE I
Definitions**

1.1 The following terms shall, for purposes of this PLAN, have the meaning set forth below:

- a. ADMINISTRATOR means the Oregon Fire District Directors Association, a Section 501(c)(3) Oregon not-for-profit corporation, appointed by the DISTRICT to administer the PLAN.
- b. ADOPTION AGREEMENT means the agreement setting forth the choices made by the DISTRICT in the implementation of the PLAN.
- c. APPLICATION means the VOLUNTEER's application to the ADMINISTRATOR, or its designee, to become a PARTICIPANT in the PLAN.
- d. BENEFICIARY means the person properly designated by a VOLUNTEER to receive benefits under the PLAN in the event of a VOLUNTEER's death.
- e. CODE means the Internal Revenue Code of 1986, as amended.
- f. CONTRIBUTION means the funds transferred to the TRUSTEES by a DISTRICT pursuant to the PLAN.
- g. CONTRIBUTION FORMULA means the formula adopted by the DISTRICT to determine the CONTRIBUTION amount for each PARTICIPANT for each PLAN YEAR.

- h. DISTRIBUTION DATE means the date no earlier than 180 days after a VOLUNTEER experiences SEPARATION FROM VOLUNTEER SERVICE as defined in Section 1.01 (r) below, unless the ADMINISTRATOR elects by majority vote to award at an earlier date, or in the event of a VOLUNTEER's death, the date no later than 125 days after the date of death.
- i. ENROLLMENT DATE means a date, established from time to time by the ADMINISTRATOR, on which a VOLUNTEER who has met the applicable participation requirements may be enrolled as a PARTICIPANT in the PLAN.
- j. DISTRICT means the district or named fire department at the beginning of this PLAN, or any of its agencies, departments, sub-divisions, or instrumentalities designated by the DISTRICT.
- k. INVESTMENT PROVIDER means the company, which has been selected by the ADMINISTRATOR to invest contributions on behalf of the TRUSTEES.
- l. LEAVE OF ABSENCE means a temporary suspension of service by a VOLUNTEER who has been granted a suspension of active membership in accordance with the established membership rules and criteria of the DISTRICT. Any period during which a VOLUNTEER is serving as a member of the Board of Directors of the District will automatically constitute a LEAVE OF ABSENCE, without further action by the VOLUNTEER or DISTRICT.
- m. PARTICIPANT means a VOLUNTEER who has satisfied the requirements for participation in the PLAN.
- n. PARTICIPANT ACCOUNT means an account established for the benefit of a PARTICIPANT which is maintained under the PLAN.
- o. PARTICIPANT ACCOUNT VALUE means the fair market value of the PARTICIPANT ACCOUNT as of a particular time.
- p. PLAN means this Length of Service Award Plan for Volunteers as set forth in this document, as amended from time to time.
- q. PLAN YEAR means the year in which the PLAN is adopted by the DISTRICT and each succeeding fiscal or calendar year during the existence of the PLAN, as designated by the DISTRICT in the ADOPTION AGREEMENT.
- r. SEPARATION FROM VOLUNTEER SERVICE means the one month anniversary of the date at which the VOLUNTEER ceases active status with the DISTRICT as defined by the DISTRICT's criteria, but does not include a LEAVE OF ABSENCE.

- s. TRUST means the Oregon Fire District Directors Association Length of Service Award Plan Declaration of Trust, entered into by the DISTRICT in connection with the PLAN.
- t. TRUST ASSETS means the assets pursuant to the Trust Agreement of the TRUST, including CONTRIBUTIONS and all earnings and profits on CONTRIBUTIONS.
- u. TRUSTEE means the trustee or trustees of the TRUST, and any duly appointed successor trustee or trustees.
- v. VESTING means the PARTICIPANT's completion of a sufficient amount and character of service with the DISTRICT, under criteria set by the DISTRICT in the Adoption Agreement, that the PARTICIPANT becomes entitled to a future award under the PLAN. A VESTED AWARD is one to which the PARTICIPANT is entitled under VESTING criteria.
- w. VOLUNTEER means any person having, or formerly having, a relationship with the DISTRICT as a bona fide volunteer, including but not limited to those described in ORS 238.005(23), pursuant to criteria for volunteer service established by the DISTRICT from time to time.

ARTICLE II
Purpose and Goals of the PLAN

- 2.1 The purpose of the PLAN is to provide the VOLUNTEERS of the DISTRICT with an award in order to recognize their contribution to community welfare.
- 2.2 The goals of the PLAN are to:
 - a. Encourage the active involvement by each VOLUNTEER in the activities of the DISTRICT to improve community welfare through increased training and competency of VOLUNTEERS;
 - b. Conserve DISTRICT resources by retention of VOLUNTEERS in volunteer training programs in which the DISTRICT invests substantial resources and to retain qualified and trained VOLUNTEERS in the DISTRICT; and
 - c. Assist in the recruitment of new VOLUNTEERS.
- 2.3 This PLAN is intended to be a Length of Service Award Plan as defined in Code Section 457(e)(11) and is to be interpreted in every instance consistently with the requirements of such Section.

ARTICLE III
Administrator: Appointment and Responsibilities

- 3.1** The Oregon Fire District Directors Association is the ADMINISTRATOR of the Plan.
- 3.2** The Administrator shall have the responsibility for the following:
- a. To appoint (or arrange for the appointment of) and, when necessary, remove TRUSTEES of the TRUST;
 - b. To select, appoint and remove the INVESTMENT PROVIDER;
 - c. To assist the TRUSTEES in providing the Annual Trustee's Report to DISTRICTs; and
 - d. To interpret the PLAN provisions in the event of ambiguity of any provision and to resolve any question of fact necessary to determine participation, vesting, or awards under the PLAN.
- 3.3** The ADMINISTRATOR, in its sole discretion, may delegate the administration of the PLAN to others.
- 3.4** Should the ADMINISTRATOR be at any time unwilling or unable to serve, it shall appoint a successor ADMINISTRATOR. In the event that no successor ADMINISTRATOR is appointed, the PLAN will be terminated.

ARTICLE IV
Participation

- 4.1** A VOLUNTEER is entitled to become a PARTICIPANT under the PLAN on the first ENROLLMENT DATE after all of the following requirements have been met:
- a. The VOLUNTEER must have met the Participation Requirements as set forth in the DISTRICT's Adoption Agreement;
 - b. The VOLUNTEER must have attained at least 18 years of age;
 - c. The VOLUNTEER must not be serving as a member of the Board of Directors of the DISTRICT for the PLAN YEAR; and

- d. The VOLUNTEER must have executed such documents and agreements as required by the DISTRICT and the ADMINISTRATOR, including but not limited to a release from liability and acknowledgment of the DISTRICT's right to terminate the PLAN at any time.

4.2 Notwithstanding the general prohibition on amendment contained in Section 8.01, the DISTRICT may amend the Participation Requirements from time to time by executing a new ADOPTION AGREEMENT, which shall be on a form signed by the ADMINISTRATOR, and such amendments shall apply only to service for PLAN YEARS beginning after the year of the execution of the new ADOPTION AGREEMENT.

4.3 To be counted toward eligibility to participate in the PLAN or toward VESTING, any separation from service must be in connection with a LEAVE OF ABSENCE by a VOLUNTEER.

4.4 The VOLUNTEER must make APPLICATION to the ADMINISTRATOR establishing eligibility to become a PARTICIPANT in the PLAN. The VOLUNTEER will become a PARTICIPANT upon the ADMINISTRATOR's acceptance and approval of such APPLICATION.

4.5 A PARTICIPANT shall continue as a PARTICIPANT until the earliest date on which any of the following events occur:

- a. The DISTRICT terminates its participation in the PLAN;
- b. A PARTICIPANT notifies the ADMINISTRATOR in writing that he or she no longer wishes to participate in the PLAN;
- c. The PARTICIPANT experiences SEPARATION FROM VOLUNTEER SERVICE;
or
- d. All amounts to which the PARTICIPANT is entitled have been distributed to him or her.

ARTICLE V Contributions

5.1 The DISTRICT may authorize and make Contributions to the PLAN for any PLAN YEAR attributable to PARTICIPANTs in accordance with the CONTRIBUTION FORMULA adopted by the DISTRICT and memorialized in the DISTRICT's ADOPTION AGREEMENT. Notwithstanding the general prohibition on amendment of the PLAN contained in section 8.01, the DISTRICT may amend the CONTRIBUTION FORMULA from time to time by executing a new ADOPTION AGREEMENT, which shall be on a form signed by the ADMINISTRATOR,

and amendments shall apply only to contributions for PLAN YEARS beginning after the year of the execution of the new ADOPTION AGREEMENT.

- 5.2 The DISTRICT has no obligation to make CONTRIBUTIONS with respect to the PLAN for any PLAN YEAR.
- 5.3 The DISTRICT shall forward CONTRIBUTIONS to the ADMINISTRATOR, or its designee.
- 5.4 In no event may a DISTRICT contribute more than \$3,000 for any one PARTICIPANT under the PLAN for any PLAN YEAR. Contributions in excess of this limit will be void ab initio and will be returned to the DISTRICT.
- 5.5 Any right of a VOLUNTEER or BENEFICIARY to a VESTED AWARD under the PLAN shall be that of a general creditor of the DISTRICT, and shall be limited to the PARTICIPANT ACCOUNT VALUE.

ARTICLE VI

Investment of Contributions

- 6.1 Only the DISTRICT shall have the authority to direct the investment of the contributions among the investment choices available from the INVESTMENT PROVIDER and approved by the TRUSTEES, and the DISTRICT acknowledges and takes sole responsibility for ensuring that the investment choices it makes are legal under Oregon and federal law and that the decision is a reasonable exercise of its duty to make investments for the DISTRICT. The ADMINISTRATOR shall provide forms for the DISTRICT to designate its investment choices among those available from the INVESTMENT PROVIDER.
- 6.2 The ADMINISTRATOR shall provide forms for PARTICIPANTS to designate their investment preferences among choices available from the INVESTMENT PROVIDER. The DISTRICT may take these preferences into consideration in its choice of investment, but PARTICIPANT investment preferences shall not be binding on the DISTRICT's choice of investment of its contributions. The DISTRICT authorizes PARTICIPANTS to communicate with the INVESTMENT PROVIDER to effectuate the DISTRICT's choice of investments.
- 6.3 In forwarding a contribution to the ADMINISTRATOR, the DISTRICT shall provide instructions on the proper allocation of the contribution among the available investment choices of the INVESTMENT PROVIDER.
- 6.4 All interest, dividends, charges for premiums, withdrawal fees and administrative expenses and all changes in value due to market fluctuations applicable to each VOLUNTEER ACCOUNT shall be credited or debited to the account in accordance with the usual practices of the INVESTMENT PROVIDER.

6.5 All assets of the PLAN, including all CONTRIBUTIONS, property and rights purchased with CONTRIBUTIONS, and all income attributed to such CONTRIBUTIONS, property and rights, shall remain, until distributed to the VOLUNTEER or BENEFICIARY, solely the property and rights of the DISTRICT, with legal title held by the TRUSTEES pursuant to the TRUST. TRUST ASSETS are subject to the claims of creditors of the DISTRICT. Contracts and other evidences of the investments of TRUST ASSETS shall be registered in the name of the TRUSTEE or TRUSTEES.

ARTICLE VII

Awards

7.1 A PARTICIPANT shall become eligible for a future award only upon VESTING. A VESTING schedule is adopted by the DISTRICT as part of this PLAN and is incorporated into the PLAN in the DISTRICT's ADOPTION AGREEMENT. Notwithstanding the prohibition on amendment of the PLAN contained in Section 8.01, the DISTRICT may from time to time amend its ADOPTION AGREEMENT, which shall be on a form signed by the ADMINISTRATOR, and such amendments shall apply only to unvested awards and to PLAN YEARS beginning after the date of the execution of the new ADOPTION AGREEMENT.

- a. In order for a year accruing after the adoption of the PLAN to be counted toward VESTING, the PARTICIPANT must meet the Participation Requirements described in the DISTRICT's ADOPTION AGREEMENT, as amended from time to time by the DISTRICT on a form signed by the ADMINISTRATOR.
- b. The DISTRICT may choose to give a PARTICIPANT credit toward VESTING for membership in good standing in the volunteer service of the DISTRICT prior to adoption of the PLAN on the basis of one year of credit for every two (2) years of such membership. The DISTRICT indicates its choice with respect to prior credit on its ADOPTION AGREEMENT.
- c. In the discretion of the DISTRICT, the DISTRICT may choose to give a PARTICIPANT credit toward VESTING for membership in good standing in the volunteer service of a different Oregon special district or fire department.

7.2 Should a PARTICIPANT experience SEPARATION FROM VOLUNTEER SERVICE prior to VESTING, the PARTICIPANT shall forfeit all interest in the VOLUNTEER ACCOUNT established for such PARTICIPANT, including any CONTRIBUTIONS made, or earnings credited, on his or her behalf. Such amounts will accrue to those PARTICIPANTS eligible to receive a CONTRIBUTION and shall be distributed on a per capita basis no later than twelve (12) months after the ADMINISTRATOR is notified of the forfeiture.

7.3 The amount of the award for any particular PARTICIPANT is the VOLUNTEER ACCOUNT VALUE that is VESTED at the DISTRIBUTION DATE for that PARTICIPANT.

- 7.4** The TRUSTEES will make distributions of the award to the VOLUNTEER upon the DISTRIBUTION DATE.
- 7.5** The TRUSTEES will make the award in a lump sum unless, at least 30 days prior to the DISTRIBUTION DATE, the VOLUNTEER designates in writing to the ADMINISTRATOR the choice of another payment mode among those then available. The VOLUNTEER cannot change this payment mode designation once it is made.
- 7.6** If a VOLUNTEER dies before receiving the full amount of a VESTED AWARD under the PLAN, the balance of the award shall be paid to his or her designated BENEFICIARY, or in the absence of a designated BENEFICIARY, to the estate of the PARTICIPANT.
- a. Each PARTICIPANT shall file with the ADMINISTRATOR a written BENEFICIARY form designating the person or persons who shall receive awards payable under the PLAN in the event of the PARTICIPANT's death.
 - b. The ADMINISTRATOR will make a lump sum distribution to the BENEFICIARY on or before 125 days after the VOLUNTEER's death, unless the BENEFICIARY properly designates another payment mode from among the options then available. An election concerning the mode of payment shall be filed by the BENEFICIARY either (i) at least 30 days prior to the date elected for the commencement of awards; or (ii) within 120 days following the VOLUNTEER's death, whichever is later. The distribution commencement date must be at least five (5) days following the date on which the election as to the time of payment is filed with the ADMINISTRATOR. The election as to the mode of payment shall not be changed once made.

ARTICLE VIII
Amendment and Termination of the PLAN

- 8.1** The DISTRICT may not amend the PLAN without the prior written consent of the ADMINISTRATOR.
- 8.2** The DISTRICT may amend its ADOPTION AGREEMENT on a form signed by the ADMINISTRATOR. All changes will be effective on the first day of the PLAN YEAR following the date of execution of the amended ADOPTION AGREEMENT.
- 8.3** The ADMINISTRATOR may from time to time propose amendments to the PLAN. Amendments presented to the DISTRICT by the ADMINISTRATOR shall become effective 45 days after the date the ADMINISTRATOR sends the amendments, with an explanation thereof, to the DISTRICT.

- 8.4** The DISTRICT may not amend its Adoption Agreement without the signature of the ADMINISTRATOR or in order to deprive a VOLUNTEER or BENEFICIARY of a VESTED award.
- 8.5** The DISTRICT may terminate its participation in the PLAN at any time without the consent of the ADMINISTRATOR or of any VOLUNTEER, PARTICIPANT, BENEFICIARY, or any other person. The DISTRICT will provide written notice to the ADMINISTRATOR and the TRUSTEES of PLAN termination within 30 days of DISTRICT action terminating the PLAN. The DISTRICT will be entitled to a return of its TRUST ASSETS, less a termination fee as established from time to time by the TRUSTEES, within 90 days of the receipt of notification by the ADMINISTRATOR. The termination fee is in addition to any withdrawal fees imposed by the INVESTMENT PROVIDER, and shall be payable to the ADMINISTRATOR.
- 8.6** Upon termination of its participation in the PLAN, a DISTRICT shall return to the ADMINISTRATOR all PLAN documents and related material, and shall no longer use these documents in any manner.
- 8.7** Upon termination of its participation in the PLAN, a DISTRICT shall be solely responsible for making all payments to VOLUNTEERS or their BENEFICIARIES of VESTED AWARDS from the date of termination. The DISTRICT shall release the TRUSTEES and ADMINISTRATOR from any obligation to make such payments, and shall hold the TRUSTEES and ADMINISTRATOR harmless from any obligation to a VOLUNTEER after the date of PLAN termination.
- 8.8** In the event of a merger or consolidation in which the DISTRICT participates under ORS 198.885 or 198.890, TRUST ASSETS shall be considered an asset to which a surviving or successor district shall succeed, and the PLAN shall be considered an obligation to which the surviving or successor district shall become liable. Should the participants in the merger or consolidation have PLANS with different provisions, the successor or surviving district shall honor all vested awards to VOLUNTEERS in accordance with the PLANS, and the districts shall undertake the process of conforming the PLAN provisions with respect to unvested awards. Should the districts be unable to agree within 90 days prior to the merger or consolidation as to conformity of PLAN provisions, the ADMINISTRATOR shall appoint an arbitrator to determine the appropriate PLAN provisions for the surviving or successor district.
- 8.9** In the event the ADMINISTRATOR deems the Length of Service Award Program no longer to be viable as a whole, it will inform the DISTRICT in writing of its intent to terminate the program as of a specified date. Within 90 days after the date of termination, the DISTRICT's TRUST ASSETS will be returned to the DISTRICT, with no withdrawal or termination fees other than those imposed by the INVESTMENT PROVIDER. The DISTRICT will return all PLAN documents and related material upon termination of the PLAN.

ARTICLE IX
Administration of the PLAN

- 9.1** Participation in this PLAN by a VOLUNTEER shall not be construed to give a contract of employment to the VOLUNTEER or to alter or amend an existing volunteer status, nor shall participation in the PLAN be construed as offering to the VOLUNTEER any representation or guarantee regarding his or her continued volunteer status.
- 9.2** Neither the DISTRICT nor the ADMINISTRATOR represent or guarantee that any particular Federal or State income, payroll, personal property, or other tax consequence will occur because of the VOLUNTEER's participation in the PLAN.
- 9.3** The laws of the state of the Oregon shall apply in determining the construction and validity of the PLAN.
- 9.4** Any rights of the VOLUNTEER or BENEFICIARY under this PLAN shall not be subject to the claims of creditors of the VOLUNTEER or any BENEFICIARY, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the award to creditors or third persons.
- 9.5** PARTICIPANTS and BENEFICIARIES shall not have the right to commute, sell, assign, pledge, encumber, transfer or otherwise convey the right to receive any payments hereunder. These payments and rights to payments are expressly declared to be non-assignable and nontransferable.
- 9.6** This PLAN and any properly adopted amendments, shall be binding upon the parties thereto and their respective heirs, administrators, trustees, successors and assignees.
- 9.7** It is the DISTRICT's responsibility to maintain adequate records regarding a VOLUNTEER's eligibility to participate in the PLAN, a PARTICIPANT's eligibility for CONTRIBUTIONS, and a PARTICIPANT's dates of VESTING, SEPARATION FROM VOLUNTEER SERVICE, and LEAVES OF ABSENCE. The ADMINISTRATOR is entitled to rely on the DISTRICT's representations regarding this information and will not be responsible for verifying the accuracy of this information or confirming its validity.
- 9.8** The ADMINISTRATOR is authorized to resolve any ambiguities in the PLAN and to resolve any questions of fact necessary to determine eligibility, participation, and awards under the PLAN. If the DISTRICT disagrees with the ADMINISTRATOR's interpretation of the PLAN or the application of the PLAN to a particular situation, and that disagreement cannot be resolved through consultation with the ADMINISTRATOR, the dispute shall be resolved as provided in this section.
- a. Negotiation Between Administrator and District Staff. The Administrator and DISTRICT Staff will attempt in good faith to resolve any dispute arising out of or

related to the Plan promptly through negotiation between the respective parties' designated staff. Either may give the other verbal or written notice of any dispute, and within seven (7) days after delivery of the notice by first-class mail to the appropriate party, the receiving party will contact the reporting party promptly, either verbally or in writing to address the issue. If the issue can not be resolved at that time, the designated individuals will meet in person or telephonically at a mutually acceptable time, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. Reasonable requests for information made by one party to the other will be honored.

b. Negotiation with OFDDA Board President. If the matter has not been resolved within 30 days of using the procedure discussed above, the DISTRICT may deliver a written notice by first-class mail stating its position, and a summary of the arguments supporting that position, to the OFDDA Board President for further review and determination. The OFDDA Board President will have 14 days to schedule a time and place agreeable to all parties to resolve the dispute. Reasonable requests for information made by one party to the other will be honored.

c. Resolution by Committee. Any dispute or claim between the parties that arises out of or that relates to the PLAN, or to the interpretation or breach thereof, that cannot be resolved through the procedure contained in Section 9.08(a)-(c), will be resolved by a committee appointed by the OFDDA Board of Directors. This committee will be made up of three (3) members who are reasonably familiar with the terms of the PLAN: (1) a member of the Board of Directors of the OFDDA; (2) a member of the Board of Directors of the Oregon Volunteer Firefighters Association; and (3) a member of the Board of Directors of the Oregon Fire Chiefs Association. Such committee will make its decision by majority vote and will deliver a decision to the DISTRICT and ADMINISTRATOR within 90 days of appointment. The Committee's determination shall be final and binding on all interested parties.

9.9 Should any section or sections of the PLAN be adjudged unenforceable, such unenforceability shall not affect the enforceability of the remaining sections, which shall be given full force and effect in accordance with the terms of the PLAN.

ARTICLE X
Effective Date

This PLAN shall be effective on the date and year written below.

IN WITNESS WHEREOF, the undersigned have executed this PLAN this__day of _____, 20__ .

NAME OF DISTRICT: City of Dallas Fire & EMS

BY: _____
ITS: Ron Foggin, City Manager

ADMINISTRATOR: OREGON FIRE DISTRICT DIRECTORS ASSOCIATION

BY: _____ ITS: _____

RESOLUTION NO. 3363

A Resolution authorizing and adopting and amending the City of Dallas Fire & EMS Length of Service Award Plan for Volunteers.

WHEREAS, by Resolution 2908, adopted January 19, 1999, the City of Dallas adopted the Special Districts Association of Oregon Length of Service Award Plan (LOSAP) for members of the Dallas Fire Department; and

WHEREAS, the Oregon LOSAP is presently administered by the Oregon Fire District Directors Association; and

WHEREAS, the City desires now to amend and update its LOSAP by adoption and approval of an Oregon Fire District Directors Association Adoption Agreement and Declaration of Trust, including the Accession Instrument and Length of Service Award Plan for Volunteers attached as Exhibits to the Declaration of Trust; and

WHEREAS, the first pages of the Adoption Agreement and the Declaration of Trust are attached to this Resolution as Exhibits 1 and 2, and by reference incorporated herein; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. The Oregon Fire District Directors Association Length of Service Award Plan for Volunteers Adoption Agreement and Declaration of Trust, including the Accession Instrument and Length of Service Award Plan for Volunteers attached as Exhibits to the Declaration of Trust, are hereby approved and adopted as the City of Dallas Fire & EMS Length of Service Plan for Volunteers; and

Section 2. The City Manager or his designee is hereby authorized to execute the Adoption Agreement and Declaration of Trust and all Exhibits on behalf of the City.

Adopted: December 5, 2016
Approved: December 5, 2016

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RONALD W. FOGGIN,
CITY MANAGER

LANE P. SHETTERLY
CITY ATTORNEY

**THE OREGON FIRE DISTRICT DIRECTORS ASSOCIATION
LENGTH OF SERVICE AWARD PLAN
FOR VOLUNTEERS**

ADOPTION AGREEMENT

City of Dallas Fire & EMS

NAME OF DISTRICT

DATE

This ADOPTION AGREEMENT is the only way DISTRICT may amend the PLAN Document. The terms used in this ADOPTION AGREEMENT have the same meaning as provided in Article I of the PLAN Document, unless otherwise specified herein. In the event of a conflict between the PLAN Document and this ADOPTION AGREEMENT, the PLAN Document shall prevail.

1. Participation Requirements

Participation Requirements are the minimum requirements needed for a VOLUNTEER to become a PLAN PARTICIPANT. PLAN PARTICIPANTS must satisfy the minimum participation requirements in both Article 4 of the PLAN Document and in this Section 1.

Pursuant to Article 7.01(a) of the PLAN Document, failure to meet the Participation Requirements at any time may affect a PARTICIPANT’S VESTING schedule. There are two (2) options for DISTRICTS in establishing participation requirements.

The first option is to simply adopt the requirements for being a member in good standing of the VOLUNTEER service of the DISTRICT. In that case, the DISTRICT must attach those requirements to this ADOPTION AGREEMENT.

The second option is to impose additional participation requirements, if the DISTRICT wants to limit participation in the PLAN to those VOLUNTEERS who go “above and beyond” the basic requirements for good standing. In that case, the DISTRICT would attach a list of the all participation requirements, including any additional requirements.

THE OREGON FIRE DISTRICT DIRECTORS ASSOCIATION
LENGTH OF SERVICE AWARD PLAN

DECLARATION OF TRUST

**OREGON FIRE DISTRICT DIRECTORS ASSOCIATION
LENGTH OF SERVICE AWARD PLAN**

DECLARATION OF TRUST

This Declaration of Trust, by and between the Oregon Fire District Directors Association, an Oregon nonprofit corporation (the "OFDDA"), and those Districts organized under Oregon Revised Statute Chapter 198 (hereinafter each District is separately referred to as the "District" and collectively as the "Districts") who have executed an Accession Instrument substantially in the form attached hereto as Exhibit A, and the Trustees named on the signature page of this Declaration of Trust (hereinafter referred to as "Trustees"), is effective to create this Trust as of the date of the first contribution by the OFDDA or any District and is effective with respect to each District as of the date of the Accession Instrument entered into by that District.

RECITALS

- A. WHEREAS, each District has adopted The Length of Service Award Plan for Volunteers attached to this Declaration of Trust as Exhibit B.
- B. WHEREAS, each District has incurred or expects to incur liability under the terms of the Plan with respect to the volunteers participating in the Plan.
- C. WHEREAS, it is the intention of each District to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Plan.
- D. WHEREAS, each District wishes to make contributions to a trust (hereinafter called the "Trust") to be held therein.
- E. WHEREAS, the share of the Trust assets belonging to each District is subject to the claims of that District's creditors in the event of that District's Insolvency, as defined in Section 3.1, until paid to that District's Plan participants and their beneficiaries in such manner and at such times as specified in the Plan.
- F. WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of meeting the Districts' obligations under the Plan.

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 12b & c	Topic: Water Rate Resolution 3364 & Sewer Rate Resolution 3365
Prepared By: Cecilia Ward	Meeting Date: December 5, 2016	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED MOTION:

Adopt Resolution 3364 establishing a schedule of rates for water service and related water account fees; and repealing Resolution No. 3272.

Adopt Resolution 3365 establishing a schedule of rates for sewer service and repealing Resolution No. 3273.

BACKGROUND:

At the November 21, 2016 council meeting, council moved and approved to direct staff to prepare a resolution with revised water and sewer utility rates in accordance with the Utility Rate Advisory Committee recommendations for implementation on February 1, 2017.

SUMMARY TIMELINE:

The adopted 2012 Dallas Utility Rate Study was based upon the capital improvement project program in effect at that time as well as assumptions regarding community growth and the increased cost of services. The Utility Rate Advisory Committee recommended that the City adopt the rates recommended in the study for sewer and water. Recommended rates were adopted by the City Council, with future rate increases tied to the Portland area CPI.

A review of the 2012 study by Staff indicated that there were significant differences between the actual 2016 rates and those predicted within the study. Furthermore, the capital improvement programs for sewer and water have not been updated since 2012.

As a result, Staff commissioned a consultant's review of the rates. Donovan Enterprises was selected to review the current rates, based upon current expenditures and the latest capital improvement program.

The analysis by Donovan Enterprises indicated that the current rates for sewer and water are inadequate to fund operations and pay debt service on the current capital improvement program. Rate increases of 4.31% for water and 2.75% for sewer are needed in order to adequately fund the utilities.

The rate analysis information was presented to the Utility Rate Advisory Committee in July and August. After a careful review of the study, the Committee made the following recommendations:

- Adjust Water Rates by 4.31%
- Adjust Sewer Rates by 2.75%
- Tie future annual rate adjustments to those in the study, not the Portland Area CPI
- Review the rates again in 3 years

FISCAL IMPACT:

Increased revenues to offset increased expenditures.

DALLAS 2030 VISION IMPACT:

2030 Plan Elements: 4e. Dallas has upgraded and modernized its utilities and infrastructure to support community and economic development, including broadband and wireless access and 4h. Dallas aggressively protects its watershed, water sources and water quality, expanding capacity to accommodate future population growth.

ATTACHMENTS:

Water Rate Resolution 3364
Sewer Rate Resolution 3365

RESOLUTION NO. 3364

A Resolution establishing a schedule of rates for water service and related water account fees; and repealing Resolution No. 3272.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. The following rates are established for all water furnished by the City of Dallas:

(a) For water furnished through meters located within the boundaries of the City of Dallas as constituted on the date of this resolution or hereinafter established, a monthly charge shall be computed as follows:

- 1) Monthly base charge (per meter) with the first 300 cubic feet of metered water included in the base charge \$17.84
- 2) Use (commodity) charge (per 100 cubic feet of metered water):
 - a. Single family and multi-family residential customers:
Over 300 cubic feet of metered water \$1.92

For the purpose of this subsection, the term "multiple dwelling" shall mean all residences that have separate facilities for occupancy of more than one family or person providing such residences do not have individual water meters. This shall include apartment houses, multiple-family dwellings, trailer courts, mobile home parks, and motels if minimum kitchen facilities are provided for permanent or semi-permanent occupancy.

- b. Non-housekeeping or transient quarters, and institutional, customers:
Over 300 cubic feet of metered water \$1.92

For the purpose of this subsection, the term "non-housekeeping" or "transient quarters" shall mean all boarding houses, rooming houses, transient hotels, hospitals, rest homes and all other non-housekeeping or transient type quarters not included in multiple dwellings.

- (c) Disconnection upon customer request (seasonal disconnect) outside city limits during regular business hours.....\$50.00
- (d) Extra fee for disconnection (convenience off) or connection (convenience on) upon customer request not during business hours.....\$20.00
- (e) Disconnection for nonpayment within city limits.....\$40.00
plus past-due amount
- (f) Disconnection for nonpayment outside the city limits.....\$50.00
plus past-due amount
- (g) Late fees.....\$10.00
- (h) Customer deposits.....\$125.00
- (i) Credit and collections agency referral fee.....\$25.00

Section 3. The rates established for water service furnished by the City of Dallas, as set forth in Section 2 shall be increased effective January 1, 2018, and each January 1 thereafter, by 4.31%, until changed by Resolution of the City Council.

Section 4. The rates established hereunder shall be effective with the February, 2017 billing.

Section 5. Resolution 3272 is hereby repealed effective as of the date the new rates set forth herein go into effect.

Adopted: December 5, 2016
Approved: December 5, 2016

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RONALD W. FOGGIN,
CITY MANAGER

LANE P. SHETTERLY,
CITY ATTORNEY

RESOLUTION NO. 3365

A Resolution establishing a schedule of rates for sewer service and repealing Resolution No. 3273.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. Definitions of customer classes. For the purposes of this resolution, customers who discharge wastes into the public sewer system shall be classified as follows:

- (a) Residential.
 - 1) Single-family (per dwelling unit);
 - 2) Multiple-family (per dwelling unit);
 - 3) Mobile home park (per dwelling space);
 - 4) Travel trailer park (per dwelling space);
 - 5) Hotels and motels (each).

- (b) Commercial I.
 - 1) Barbershops and beauty shops (each);
 - 2) Car dealers and automotive repair facilities (each);
 - 3) Churches (each, without garbage disposal);
 - 4) Department stores (each);
 - 5) Fraternal clubs (each, without food service);
 - 6) Grocery stores (each, without meat cutting);
 - 7) Hardware stores (each);
 - 8) Light industrial (each, based on City Engineer's review);
 - 9) Medical, dental, and veterinary clinics (each);
 - 10) Pharmacies (each);
 - 11) Print shops (each);
 - 12) Professional offices (each business);
 - 13) Schools (each, without food preparation);
 - 14) Service stations (each);
 - 15) Taverns (each, without food preparation);

- 16) Warehouses (each);
 - 17) Carwashes (each);
 - 18) Government utilities (each);
 - 19) Nursery (each).
- (c) Commercial II.
- 1) Churches (each, with garbage disposal);
 - 2) Restaurants and fraternal clubs (each, with food service, no garbage disposal, with grease trap);
 - 3) Institutions (each, hospitals, schools, nursing homes).
 - 4) Laundromats
- (d) Commercial III.
- 1) Bakeries (each);
 - 2) Restaurants and fraternal clubs (each, with food service, no garbage disposal, without grease trap);
 - 3) Grocery stores (each, with meat cutting and/or bakery)
 - 4) Meat markets (each).
- (e) Industrial.
- 1) Any facility that discharges effluent to the sanitary sewer for any 24-hour period which equals or exceeds any one of the following criteria:
 - a. Flow greater than 25,000 gpd;
 - b. BOD greater than 350 mg/l;
 - c. SS greater than 350 mg/l;
 - d. pH greater than 9.0;
 - e. pH less than 6.0.
- (f) When an existing or new customer's use does not conform precisely to one of the customer classifications shown above, the City Manager may apply an appropriate adjustment to the customer classifications as deemed appropriate in the City Manager's judgment to properly classify the customer for the purpose of this resolution.

Section 2. The following rates shall apply to all persons who discharge wastes into the public sewer:

- (a) Single Family Residential User. A flat rate per calendar month per connection\$42.82

- (b) Multiple Family Dwelling Users.
 - 1) Monthly base charge (per dwelling unit). A flat rate per calendar month per dwelling unit or dwelling place.....\$28.95
 - 2) Use (commodity) charge (per 100 cubic feet of metered water) based on the monthly average metered delivery of water to said premises for the months of usage during November through February just previous.....\$1.01

- (c) Non-Housekeeping, Hotels, Motels, or Transient Quarter Users.
 - 1) Monthly base charge (per bedroom or sleeping quarters). A flat rate per calendar month per 3 rooms; bedroom or sleeping quarters.....\$28.95
 - 2) Use (commodity) charge (per 100 cubic feet of metered water) based on the monthly average metered delivery of water to said premises for the months of usage during November through February just previous\$1.01

- (d) Commercial and Industrial Users.
 - 1) Monthly base charge (per meter). A flat rate per calendar month per meter.....\$38.63
 - 2) Use (commodity) charge (per 100 cubic feet of metered water) based on the monthly average metered delivery of water to said premises.
 - a. Commercial I.....\$1.01
 - b. Commercial II.....\$2.18
 - c. Commercial III.....\$2.33
 - d. Industrial High Strength
 - i. Sanitary flow and infiltration and inflow -
\$/100 cubic feet \$0.69

- ii. BOD - \$/pound.....\$0.26
- iii. TSS - \$/pound.....\$0.26

- (e) Where, due to special and unusual circumstances, average metered delivery of water determined under subparagraph (d) does not fairly reflect average sewer usage, the City Manager may apply an appropriate adjustment as deemed appropriate in the City Manager’s judgment to fairly reflect such average sewer usage.
- (f) Septic tank pumping. For dumping the content of a septic tank, a fee of \$0.0822 per gallon septic tank load.

Section 3. The rates established for sewer service furnished by the City of Dallas, as set forth in Section 2 shall be increased effective January 1, 2018, and each January 1 thereafter, by 2.75%, until changed by Resolution of the City Council.

Section 4. The rates established hereunder shall be effective with the February, 2017 billing.

Section 5. Resolution 3273 is hereby repealed effective as of the date the new rates set forth herein go into effect.

Adopted: December 5, 2016
 Approved: December 5, 2016

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RONALD W. 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. 12d	Topic: Republic Service Resolution 3366
Prepared By: Ron Foggin	Meeting Date: December 5, 2016	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED MOTION:

Motion to adopt Resolution 3366 establishing a schedule of rates for the Republic Service franchise agreement and repealing Resolution No. 3306.

BACKGROUND:

The Republic Services solid waste franchise agreement must be amended whenever the Dallas City Council agrees to a change in fees or services. Republic Services has requested the City allow the company to change several services offered, as well as several rates and charges for service.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 3366

RESOLUTION NO. 3366

A Resolution approving changes in rates for refuse collection service and repealing Resolution No. 3306.

WHEREAS, Corvallis Disposal Co., the owner and holder of the exclusive right, privilege and franchise to collect, transport and transfer waste within the City of Dallas, has applied to the City Council of the City of Dallas for changes in the rates for solid waste collection as set forth in Resolution No. 3306 of the City of Dallas adopted and approved on October 20, 2014; and

WHEREAS, the city Council reviewed said application and determined therefrom that the desired rate changes are justifiable and that the new rates hereinafter set forth are reasonable and should be approved; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. The schedule of rates and charges established by Corvallis Disposal Co., and which are now on file at the City Manager's office, may be changed in accordance with the request of the Corvallis Disposal Co., to amounts not to exceed the following:

RESIDENTIAL RATES

For one stop a week service:

Not to exceed one 32 gal can	\$ 19.05
Each Additional can	\$17.35
Extra cans, bags or boxes next to regular service can/cart, each.....	\$6.55
20 gallon Cart (automated Pick up).....	\$16.15
32 gallon cart (automated pick up)	\$17.35
90 gallon cart (automated pickup)	\$28.15
On call, one can	\$9.80
Yard debris only/extra Yard debris cart	\$9.80
Drive up fee	\$19.35
Return Trip in area, on service day	\$25.07
Cart washing/exchange fee.....	\$20.40
Change service fee (one change per year at no charge).....	\$17.41
Cart Delivery/Re-Delivery/Recovery (per set).....	\$30.00*
Loaner Containers, 2 cubic yards, delivered, emptied and removed	\$58.80
each additional dump	\$47.90

One 64-gallon recycle cart per residence at no charge, even if customer does not have garbage service.

One 90-gallon yard waste cart per residence at no charge with garbage service; without garbage service see rate above.

Special Charges

Minimum charge for specials	\$24.80*
Furniture	\$30.75
Appliances without Freon	\$29.75
Appliances with Freon	\$38.50
Mattresses	\$27.00
Tires: car, off rim (each)	\$10.90
on rim (each)	\$16.35
Tires: truck, off rim (each)	\$27.25
on rim (each)	\$32.65
Other items or piles:	
per cubic yard of material	\$25.03
plus per minute for one person to load)	\$1.79
plus per minute for second person if required	\$0.92

COMMERCIAL RATES

For standard can, not exceeding 32 gallon capacity and cart service, the rates shall be the same as the residential rate for one stop a week service multiplied by the number of pickups per week.

Rear-Load Container Rates

#Pick-ups per week	1 yard (\$/month)	1.5 yards (\$/month)	2 yards (\$/month)
1	\$95.75	\$118.95	\$144.55
2	174.65	223.80	274.80
3	255.40	328.65	404.65
4	335.35	433.65	534.50
5	415.50	538.80	664.60
 Additional per occurrence	 1 yard (\$/per empty)	 1.5 yards (\$/empty)	 2 yards (\$/empty)
	\$33.00*	\$38.00*	\$44.00*

MISCELLANEOUS CONTAINER SERVICE RATES

Locking container set up fee	\$49.00
Locking cart set up fee.....	\$10.45*
Commercial Container Delivery	\$25.33
Container Recovery	\$400.00
Container Relocate	\$54.59
Dry Run	\$54.59
Cleaning - pickup and return	\$97.94
	per hour

Bulk Pick up, same as residential rates

DROP BOXES

For residential customers, delivered on Tuesday and picked up on Friday or delivered on Friday and picked up on Tuesday. Commercial and industrial on an as needed basis:

Customers must pay any additional fees charged by the landfill for non-acceptable waste in Drop Boxes.

DROP BOXES
(Roll-Off Containers)

10, 20, 30 and 40 Yard Drop Boxes

Haul Fee 10yd, 20 yd, 30 yd.....	\$195.85
Haul Fee 40 yd.....	\$208.95
Delivery Fee	\$45.75

Rent per day.....	\$10.90
Container Recovery	\$4,000.00
Dry Run	\$54.59
Return Trip (container blocked).....	\$54.59

Disposal fee shall be based on Coffin Butte disposal fees, as amended from time to time.
 Recycling fee shall be based on current rate at time of delivery at appropriate facility.

Monthly rent on Permanent Boxes	\$107.75
	per month

Rent on Boxes with Lids	\$130.90
	per month

Relocate (on site)	\$ 58.80
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Relocate (off site)	\$97.94
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Custom Hauling/Custom Cleaning	\$97.94
	per hour

Asbestos Boxes

Haul Fee	\$304.70
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Disposal	(5 ton minimum; tied to disposal rate at landfill+)
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Compactors

Haul Fees:

30 yard or less	\$258.95
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30 yard & larger	\$258.95
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Compactors requiring no pull out or unhooking will be charged drop box haul rate.

NON-PAYMENT

If service is discontinued for non-payment of account, user will be charged a fee of \$30.00* to restart the service.

OFF-ROUTE SERVICE FEE

Fee applies to all requests not on scheduled routes	\$25.07
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NEW ACCOUNTS

New accounts will be charged a \$10.00 account origination fee.

BAD CHECKS

Each time a check in payment of service is reprocessed for payment, a charge of \$25.00* will be added to user's account.

SERVICE CHARGE

Accounts not paid by the due date thereof will be charged a service fee of .75% per month, or \$5.00* per month, whichever amount is greater.

Section 2. Each of the rates set forth in this resolution, except for those rates marked by an asterisk(*) and a plus(+), shall be adjusted effective January 1, 2018, and on each January 1 thereafter, according to the Refuse Rate Index as set forth in this section.

(a) The Refuse Rate Index (RRI) shall be calculated by taking the weighted average of 75% of the annual Portland-Salem Consumer Price Index for All Urban Consumers (CPI-U); 17% of the disposal rate, including fees, at Coffin Butte Regional Sanitary Landfill; and 8% of the disposal rate, including fees, at the Pacific Region Composting facility.

(b) The RRI will be calculated by taking the weighted average, based on the weights in subsection (a), above, of the percentage difference between the three indices' values as of June 30 during the year immediately preceding the effective date of the rate adjustment, and June 30 of the year prior. (By way of example, for the rate adjustment on January 1, 2018, the RRI will be based on the difference between the indices on June 30, 2015 and June 30, 2016.) The resulting amount shall be termed the "adjustment factor." For the rate adjustment on January 1, 2018, an additional one percent will be added to the adjustment factor; for rate increases after January 1, 2018, there will be no addition to the adjustment factor. At no time shall the adjustment factor be less than 1.0. All rates in Section 1 of this resolution, except those rates marked by an asterisk and a plus, shall then be multiplied by the approved adjustment factor.

(c) Franchisee shall provide to the City an annual report on or before October 1 that includes comparative rates in other jurisdictions, and its most recent financial statements. Franchisee shall provide to the City the adjustment factor not later than October 1 of the year prior to the implementation of any RRI adjustments.

(d) Franchisee shall provide notice to all affected customers in the City no less than 30 days prior to any RRI rate adjustment. Notice shall include the effective date of the adjustment and the percent change. Notice shall be made in billing inserts and franchisee's website that identifies local services.

(e) Franchisee may request additional rate adjustment due to significant changes in collection and recycling levels, required environmental or regulatory compliance measures, or other changes affecting collection system costs not reflected in the RRI.

(f) Rates marked by a cross in this Resolution are pass-through charges imposed by a third party, and are the actual rates charged to Franchisee. Those rates will be subject to adjustment as they are adjusted for Franchisee, at the actual rate charged to Franchisee.

Section 3. The rates set forth herein in Section 1 above shall become effective as of billing dates beginning on January 1, 2017 and on said date Resolution No. 3306, adopted and approved on October 20, 2014, is repealed.

Adopted: December 5, 2016
Approved: December 6, 2016

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RONALD W. FOGGIN,
CITY MANAGER

LANE P. SHETTERLY,
CITY ATTORNEY