



City Council

Mayor
Brian Dalton

Council President
Wes Scroggin

Councilor
Jim Brown

Councilor
Jim Fairchild

Councilor
Beth Jones

Councilor
Jackie Lawson

Councilor
Kevin Marshall

Councilor
Murray Stewart

Councilor
LaVonne Wilson

Councilor
Ken Woods, Jr.

Staff

Interim City Manager
Jon Nelson

City Attorney
Lane Shetterly

Admin Svc Director
Robert Spivey

Community Development/
Operations Director
Jason Locke

Finance Director
Cecilia Ward

Fire Chief
Bill Hahn

Chief of Police
John Teague

Engineering Director
Fred Braun

City Recorder
Emily Gagner

Dallas City Council Agenda

Monday, October 1, 2012, 7:00 p.m.

Mayor Brian Dalton, Presiding

Dallas City Hall

187 SE Court Street

Dallas, Oregon 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.

<u>ITEM</u>	<u>RECOMMENDED ACTION</u>
1. ROLL CALL	
2. PLEDGE OF ALLEGIANCE	
3. COMMENTS FROM THE AUDIENCE <i>This time is provided for citizens to address the Council on any matters other than public hearings.</i>	
4. 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>	
5. 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>	
a. Approve minutes of September 17, 2012, City Council meeting	p. 3
b. Acknowledge report of September 24, 2012, Administrative Committee meeting	p. 7
c. Acknowledge report of September 24, 2012, Building and Grounds Committee meeting	p. 40
d. Ratify various intergovernmental agreements	p. 83
6. ITEMS REMOVED FROM CONSENT AGENDA	
7. REPORTS OR COMMENTS FROM THE COUNCIL MEMBERS	
8. REPORTS FROM CITY MANAGER AND STAFF	
a. City Attorney contract	p. 101
	Motion

Dallas City Council Agenda

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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.*

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

b. Charter Franchise IGA **p. 105**

c. Library update **p. 110**

d. Interview panels for City Manager candidates **p. 113**

e. Other

Motion

Information

Direction

9. RESOLUTIONS

10. FIRST READING OF ORDINANCE

11. SECOND READING OF ORDINANCE

12. OTHER BUSINESS

13. ADJOURNMENT

1 The Dallas City Council met in regular session on Monday, September 17, 2012, at 7:00 p.m. in
2 the Council Chambers of City Hall with Mayor Brian Dalton presiding.

3 **ROLL CALL AND PLEDGE OF ALLEGIANCE**

4 Council members present: Council President Wes Scroggin, Councilor Jim Brown, Councilor Jim
5 Fairchild, Councilor Beth Jones, Councilor Jackie Lawson, Councilor Kevin Marshall, Councilor
6 Murray Stewart, Councilor LaVonne Wilson, and Councilor Ken Woods, Jr.

7 Also present were: Interim City Manager Jon Nelson, City Attorney Lane Shetterly, Director of
8 Administrative Services Robert Spivey, Engineering and Environmental Services Director Fred
9 Braun, Parks Supervisor Ron Lines, and Recording Secretary Emily Gagner.

10 Mayor Dalton led the Pledge of Allegiance.

11 **COMMENTS FROM THE AUDIENCE**

12 Mayor Dalton asked the audience members to limit their speeches to five minutes.

13 D. Stephen Pickering, 1895 S. Church Street, Dallas, Oregon, stated not taking into account the
14 school district, City government should have priorities. He listed what he felt were a city's top
15 four priorities, including providing for the safety of taxpaying residents, providing clean drinking
16 water to taxpaying residents, providing sanitary sewer systems for the taxpaying citizens, and
17 providing serviceable and safe streets for the residents. He indicated things like parks, urban
18 renewal, and other feel-good programs should take a back seat to those four priorities. When
19 times are flush, we should build monuments to ourselves but when times are tough we must
20 recognize that fact and channel scarce resources into the four primary duties. He stated he
21 understood cities also passed ordinances and promoted and regulated businesses and other
22 activities within the city, but those endeavors served to provide support for the priorities. Mr.
23 Pickering commented that his street was recently the front page poster child for streets within the
24 city limits that the City had no intention of maintaining, yet he was expected to pay the same
25 street fees as other taxpaying residents of the City under ordinance 1715 passed a couple years
26 ago for the maintenance of his street. He stated that by 2013, every citizen would be paying over
27 \$5 per month for street maintenance but being told residential streets are zero priority, adding that
28 was not acceptable. He asked the City to reconsider the status of the less than 1000 foot section
29 of Church Street, which was an extension of Main Street and a feeder into the city by county
30 residents on Church Road.

31 Jake Frazier, 1260 SE Howe Street, Dallas, Oregon, stated he was the owner of Domino's Pizza
32 in Dallas. He stated social media was a big thing, adding everyone was a part of it and there was
33 no such thing as private media, particularly as a public official. He passed out a print out of a
34 string of Facebook comments regarding his business. He highlighted comments he said were
35 disconcerting to him from an elected official directed toward a business in Dallas. He read a
36 Facebook post regarding the Orkin man parked in front of his business and noted additional
37 comments from people indicating they wouldn't eat at his business. Mr. Frazier explained that
38 Domino's required a pest inspection for each business every month to ensure there were no pests,
39 adding he passed his pest inspection each month for the past year and received a 92 or above for
40 the past several health inspections. Mr. Frazier commented again that social media was not
41 private.

42 Todd Nelson, 14700 Webb Lane, Dallas, Oregon, stated he had heard a lot of rumors regarding
43 Jerry Wyatt. He asked the Council if they were aware of all the charges brought against Mr.
44 Wyatt. He also asked if the Council had received updates on the details as the case progressed.
45 Next he asked who was representing the Council through the trial. Mr. Nelson asked what the
46 Council was hoping to see happen with the case and asked if they wanted a felony conviction with
47 a prison sentence or if that was simply the police chief and the District Attorney. He asked if the
48 Council was in agreement with the charges that added up to a lifetime sentence in prison for Mr.
49 Wyatt. He asked if the Council had considered the use of an independent mediator or could they
50 request it from the District Attorney. He stated he understood the Council was not in control,
51 adding they did have influence on what happened from here on out. He indicated he's heard
52 several times this was completely out of the Council's hands but he commented that they did have
53 influence. Mr. Nelson stated the City was looking at a lengthy and costly trial that they didn't
54 need and that was putting stress on the Council and staff that they didn't need. He advised the

1 citizens understood the pressure the Council was under.

2 Vera Cronin, 1401 W Ellendale Avenue #59, Dallas, Oregon, stated she had known the Wyatt
3 family for over four years and Jerry was a man you could depend on, a man of his word, and a
4 man of integrity. She said whatever allegations the City was bringing against Mr. Wyatt didn't
5 warrant the excessive amount of taxpayers' money spent on the investigation. She asked under
6 whose authority the Police Department was acting on the investigation and wondered if there was
7 a conflict of interest. She asked why the matter was not solved in-house where it should have
8 been addressed so that Mr. Wyatt was able to remedy any questions or problems. She stated to
9 her as a citizen it smelled fishy and looked like a set-up. Ms. Cronin commented that when we
10 work we get rewarded and asked if this was the reward for a man who resolved the City's
11 financial crisis. She asked the Council to request the DA dismiss all charges against Mr. Wyatt.
12 She said she hoped there were still good, decent men in this City who could do this for Jerry
13 Wyatt.

14 Heidi Kessel, 8565 Clow Corner Road, Independence, Oregon, stated she didn't live in the City
15 but had owned a business in Dallas for over twenty years. She indicated she didn't know all the
16 circumstances of Mr. Wyatt's case but she did know that when she called the City for her
17 problems over the years, Mr. Wyatt was always one of the few that returned her call and was
18 prompt. She commented that he made sure her needs were taken care of as a business owner.
19 Ms. Kessel advised that guilty or not guilty, she respected Jerry for what he did for her as a
20 business owner in Dallas.

21 Mr. Shetterly stated he wanted to underscore some things that were in the matter of public record.
22 He indicated that because of the pending prosecution, the City needed to be careful not to engage
23 in public debate regarding the charges and possibly interfere with what was happening with the
24 District Attorney, the Court, and Mr. Wyatt's attorney. He clarified the Council wasn't privy to
25 all the evidence and information that was presented to the Grand Jury, which was convened by the
26 District Attorney. The Grand Jury brought the charges based on the evidence and testimony
27 presented to it, not the City Council. He indicated the police investigation, after the very earliest
28 stages, was associated with the District Attorney's office and the investigation that went forward
29 was not independent and not under the charge of the Council but in cooperation with the District
30 Attorney's office. Mr. Shetterly stated the Council was legally interested in the outcome, but
31 didn't have the full information about the facts and charges; those were in the possession of the
32 District Attorney. He advised that full discovery had been made and given to Mr. Wyatt's
33 attorney, so they knew all of the facts that that District Attorney knew and that was the venue in
34 which it would all be resolved. He stated everyone would have an opportunity to better evaluate
35 where we were today with the perspective of some time as this resolved itself through the
36 constitutional process.

37 **PUBLIC HEARING**

38 **CONSENT AGENDA**

39 It was moved by Councilor Stewart and seconded by Councilor Scroggin *to approve the Consent*
40 *Agenda as presented.* The motion CARRIED UNANIMOUSLY.

41 Items approved by the Consent Agenda: a) the September 4, 2012, City Council meeting
42 minutes; b) separation of temporary aide; and c) report of the August 22, 2012, Citizen Advisory
43 Committee for Residential Street Funding meeting.

44 **ITEMS REMOVED FROM CONSENT AGENDA**

45 There were no items removed from the Consent Agenda.

46 **REPORTS OR COMMENTS FROM COUNCIL**

47 Councilor Lawson stated she wanted to go on record that she had made every effort to contact Mr.
48 Frazier so he would understand the slight comment she made was a joke. She apologized that her
49 friends would disparage his business, adding she made a public apology on her Facebook page.

50 Councilor Jones indicated it was a good reminder for everyone that it was a small town and as
51 much as she would like to have a public service life and a private life, it wasn't possible. She told
52 Mr. Frazier she appreciated him coming in and providing that reminder.

53 Councilor Marshall clarified that five of the eight comments on Councilor Lawson's page were

1 not elected officials.

2 Mayor Dalton reported that the Public Works and Parks Departments received a nice award from
3 Polk Soil and Water Conservation District several weeks earlier for the Conservation Group of
4 the Year. He congratulated Kenn Carter, Fred Braun, and Ron Lines who represented the two
5 agencies.

6 Kenn Carter stated he was the former Assistant Public Works Director for the City and during that
7 time, he was fortunate to have the opportunity work with Polk Soil and Water. He commented it
8 was nice to be recognized for the positive things the City did, adding they were ancillary but
9 critical. He indicated there were many low-cost things the City could do to protect its water
10 source, adding wastewater and stormwater discharges came under that umbrella. He explained
11 the City had received grants from other agencies to do a lot of the work. Mayor Dalton thanked
12 Mr. Carter for the work he did.

13 **REPORTS FROM CITY MANAGER AND STAFF**

14 **LONGBOARD EVENT PRESENTATION**

15 Mayor Dalton introduced Nicole Walker Sundby. Ms Walker Sundby introduced Ian Ussery and
16 Kyle Schmidt, two of the skaters that planned and participated in the event. She explained the
17 long boarding event that occurred on August 3 through 5 with the support of the City and Polk
18 County.

19 Ms. Walker Sundby presented a short video of the event highlights. She noted there were no
20 serious injuries, adding some of the falls looked bad, but the participants had good protective
21 gear.

22 Mr. Ussery stated he had contacted many different longboard companies about the event and
23 many were impressed that it was city-sanctioned, adding it was one of the first city-sanctioned
24 events in Oregon.

25 Ms. Walker Sundby pointed out that Independence was working on a long boarding event in the
26 next few weeks, noting it was cool that Dallas set the bar for those in Polk County.

27 Ms. Walker Sundby thanked the City for their support. Mr. Schmidt stated from a long boarders
28 standpoint, the weekend event was everything they could have dreamed it would be, adding with
29 the City behind them, there was no telling what they could do.

30 Ms. Walker Sundby indicated in the future she hoped to have many more events and hoped the
31 youth would continue to develop their leadership skills.

32 Mayor Dalton and several Councilors thanked Ms. Walker Sundby and the participants for a great
33 event.

34 **LOC LEGISLATIVE PRIORITIES**

35 Mr. Nelson reviewed the staff report. He told the Councilors he did not plan to review the League
36 of Oregon Cities' legislative priorities individually, but would be happy to discuss them at a later
37 time with anyone who was interested.

38 **OTHER**

39 Mayor Dalton stated he went to the Dallas High School football game the previous Friday. He
40 indicated they didn't win but despite being down 40 to 6 in the last minutes of the game the crowd
41 was amazing. He commented that no one left early and everyone clapped and shouted and
42 encouraged the team to their last play, noting it showed how the community supported each other.

43 **FIRST READING OF ORDINANCE**

44 **SECOND READING OF ORDINANCE**

45 **EXECUTIVE SESSION UNDER ORS 192.660(2)(a)**

46 Mayor Dalton recessed the meeting at 7:42 p.m. for an executive session to consider the
47 employment of a public officer, employee, staff member, or individual agent.

- 1 Mayor Dalton reconvened the Council meeting at 8:30 p.m.
- 2 **OTHER BUSINESS**
- 3 There being no further business, the meeting adjourned at 8:30 p.m.

Read and approved this _____ day of _____ 2012.

Mayor

ATTEST:

Interim City Manager

Draft



Administrative Committee

POST Meeting AGENDA

**September 24,
2012**

4:00 PM

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

**Chair LaVonne Wilson
Beth Jones
Jackie Lawson
Wes Scroggin
Murray Stewart**

1. Call to Order
2. Comments from the Public
Regarding Ms. Rogers' comments, staff will provide additional information to the Council once the SDC discount term is completed.
3. PEG Channel update
Will be brought back to the committee after additional research
4. City Attorney contract
On agenda under Reports from City Manager
5. Online payments discussion
Staff will provide survey to customers and bring results back to committee
6. Charter Franchise IGA
On agenda under Reports from City Manager
7. Administrative Services Director's Report
8. Finance Director's Report
9. Other
10. Adjournment

Administrative Committee
Monday, September 24, 2012

1 Members Present: Chair LaVonne Wilson, Beth Jones, and Wes Scroggin. Absent: Jackie Lawson and
2 Murray Stewart.

3 Also Present: Interim City Manager Jon Nelson, Mayor Brian Dalton, City Attorney Lane Shetterly,
4 Finance Director Cecilia Ward, Community Development/Operations Director Jason Locke, Director of
5 Administrative Services Robert Spivey, and Recording Secretary Emily Gagner.

6 Chair Wilson called the meeting to order at 4:02 p.m.

7 **Comments from the Public**

8 Chair Wilson asked for comments from members of the audience.

9 Carol Christ indicated she wanted to tell the committee about a program for which she was the volunteer
10 coordinator. She handed out information regarding “Start Making a Reader Today” or SMART, a copy of
11 which is attached to these minutes and incorporated herein.

12 Nancie Rogers stated she had information for the committee regarding System Development Charges
13 (SDCs). She handed out statistics and additional information regarding the SDC reduction, a copy of
14 which is attached to these minutes and incorporated herein. She commented that she hoped the Council
15 would review the information and reconsider renewing the reduction in SDC fees. Chair Wilson stated the
16 SDC reduction would sunset on September 30 and the Council would wait for a staff report.

17 **PEG Channel Update**

18 Mr. Locke stated that since he put the staff report together, a couple things had come up that made infor-
19 mation in the staff report not accurate. He asked the committee to give him some more time to do some
20 research. He indicated it still stood that the City wanted a robust PEG (public education and government)
21 channel that provided broadcasting information of interest to the residents of Dallas.

22 **City Attorney Contract**

23 Mr. Nelson reviewed the staff report. He explained when evaluating a city attorney, there were three key
24 elements to look at including quality legal service, responsive attorneys, and cost effectiveness. He stated
25 that in the City of Dallas’s case, Mr. Shetterly provided those three key areas in a Grade-A fashion. He
26 noted Mr. Shetterly had offered to provide the same service level at the same rate he’d had for the past
27 several years.

28 Council President Scroggin asked if it was possible for Mr. Shetterly or the City wanted to bow out of the
29 agreement before December 31, 2014 if that was desired. Mr. Shetterly explained it was a personal ser-
30 vices contract, so it was terminable by either party.

31 It was moved by Councilor Jones and seconded by Council President Scroggin to recommend the Council
32 approve the City Attorney services contract. The motion carried unanimously.

33 Chair Wilson stated she thought Mr. Shetterly had done an outstanding job for the City.

34 **Online Payments Discussion**

1 Ms. Ward stated this topic had first been brought to the committee in January and she didn't want it to fall
2 through the cracks. She indicated staff did get inquiries every month from people wanting to make online
3 payments. She stated one question staff had was the cost for the service, noting it depended on how many
4 used the service. She suggested providing a survey for customers to get a better idea of what they would
5 be looking for. She advised staff would make the survey available online as well as having paper copies
6 available for walk-in customers and would advertise the survey on the utility bills.

7 It was moved by Council President Scroggin and seconded by Councilor Jones to authorize staff to con-
8 duct an online payment survey. The motion carried unanimously.

9 **Charter Franchise IGA**

10 Mr. Nelson reviewed the staff report.

11 It was moved by Councilor Jones and seconded by Council President Scroggin to recommend the Council
12 approve an IGA with the City of Nehalem and other cities for joint negotiation of Charter Communica-
13 tions franchises. The motion carried unanimously.

14 **Administrative Services Director's Report**

15 Mr. Spivey reported four employees had left the City since his last report and four part time employees
16 were hired in that time.

17 **Finance Director's Report**

18 Ms. Ward reported the auditors were out the week of September 10 to complete their field work and it
19 went smoothly. She explained the final report would be done by the end of December and the report
20 would be presented to the Council by early in January. Ms. Ward stated she was pursuing a change from
21 credit cards to purchase cards, which were similar but the purchase cards allowed more control by allow-
22 ing her to set dollar limits and allow spending at specific vendors only. She noted purchase cards also
23 provided rebates from the bank.

24 **Other**

25 There was no other business and the meeting was adjourned at 4:23 p.m.

Start Making A Reader Today

What is the SMART concept?

Pair an adult volunteer with children for two, one-on-one 30-minute reading sessions. Children read with two different volunteers each week for seven months, totaling up to 28 hours of individual volunteer attention. Volunteers model the joy of reading, while supporting the child's efforts to read independently.

The intention of SMART is to provide a literacy experience that entices children into books and reading, supports children's efforts to learn to read, and celebrates their successes. The SMART program complements reading curriculum and instruction and is intended to build confident, lifelong readers who enjoy reading and use it as a tool for learning.

**Do you want to know more about this?
Can you give one hour a week to read with children?
Or can you be a substitute reader?**

www.getsmartoregon.org

Lyle Elementary

9:30 - 10:30 on Tuesday or Thursday

Phone 503-623-8367 or write lyle@getsmartoregon.org

Oakdale Heights Elementary

12:00 - 1:00 or

1:00 - 2:00 on Tuesday or Thursday

Phone 503-623-8316 or write oakdaleheights@getsmartoregon.org



9/14/12

The attached information indicates the difference in tax dollars paid to the City of Dallas on a bare lot verses a lot with a single family residence. It further shows how long it will take the city to make up the reduction of the SDC fees.

Taxes paid to the City are 36% of your total tax bill so keep in mind the remaining 64% added revenue goes to the other budgeted areas. The total dollars from a lot with a residence is far greater than that of a bare lot. The average tax revenue from a bare lot is approximately \$700. The average tax revenue from the newly constructed homes this year is approximately \$3,000.

That being said, there are other benefits derived from spurring on new construction with the reduced SDC fees:

Additional jobs related to new construction are created and the existing construction jobs are retained.

More local materials are purchased for the total home construction project and landscaping.

More local businesses are frequented such as gas stations, food services, grocery stores, shops etc.

More permit fees and inspection fees are paid to the City of Dallas.

The reduced SDC fees, for some of the new home owners, has definitely made the difference between building or not building a new home. Budgets are tight for both purchasers and builders.

In short, more money is being spent in Dallas and is staying in Dallas rather than going over the bridge to Salem, new jobs are created and existing jobs are retained. This is the ripple effect of creating and maintaining jobs related to new housing construction.

I have also attached some information from the Gardner Report regarding the employment situation in Polk County. The Gardner Report is a county by county analysis on the state of Oregon. Mr. Gardner is a land use economist and is considered by many to be one of the foremost real estate analysts in the Pacific Northwest. He is regularly cited in the Wall Street Journal and all local medias.

Thank you for your consideration.

Nancie Rogers
Windermere Western View Properties
Principal Broker
Licensed in Oregon for 29 years
503-623-2333

Comparison of Dallas City Revenues from Developing

Average tax on undeveloped lots	\$700
City revenue @ 36% of tax	\$252
Average sales price for new homes 2012	\$250,000
Assessed value (80%)	\$200,000
Annual Tax revenue @ rate of \$15.00 per \$1,000	\$3,000
City revenue @ 36% of tax	\$1,080
Net to city	\$828
Reduction of SDC on < 1700 sq.ft.	(\$5,710)
Simple payback is	6.9 years.
Reduction of SDC on > 1700 sq.ft.	(\$3,834)
Simple payback is	4.6 years

PREPARED EXCLUSIVELY FOR
WINDERMERE REAL ESTATE

THE GARDNER REPORT

OREGON & SOUTHWEST WASHINGTON | SECOND QUARTER 2012, VOLUME XVIII

Windermere Real Estate is proud to partner with Gardner Economics on this analysis of the Oregon and Southwest Washington real estate market. This report is designed to offer insight into the realities of the housing market. Numbers alone do not always give an accurate picture of local economic conditions; therefore our goal is to provide an explanation of what the statistics mean and how they impact the Oregon and Southwest Washington housing economy. We hope that this information may assist you with making an informed real estate decision. For further information about the real estate market in your area, please contact your Windermere agent.



windermere.com

REGIONAL ECONOMICS

There are two ways to look at the current employment report for the market: The first is that job growth remains painfully slow, with 13 of the 24 counties shedding jobs year-over-year, and an overall expansion of the job base by a meager 7,232 or 0.4%. The other—and certainly more positive way—is to compare this report with the prior quarter where just two counties lost jobs and we experienced an overall growth rate of 26,439 or 1.6%. I prefer the latter and will focus on that!

As stated previously, 22 of the 24 counties covered in this report improved their job base over the past quarter, with the greatest gains being found in Klickitat (+6%), Lincoln (+5.7%), and Clatsop (+5.4%) Counties. On an absolute basis, Washington County saw the largest increase over Q1 with 4,100 additional jobs, followed by Lane (3,100), Jackson (2,930), and Deschutes (2,270) Counties.

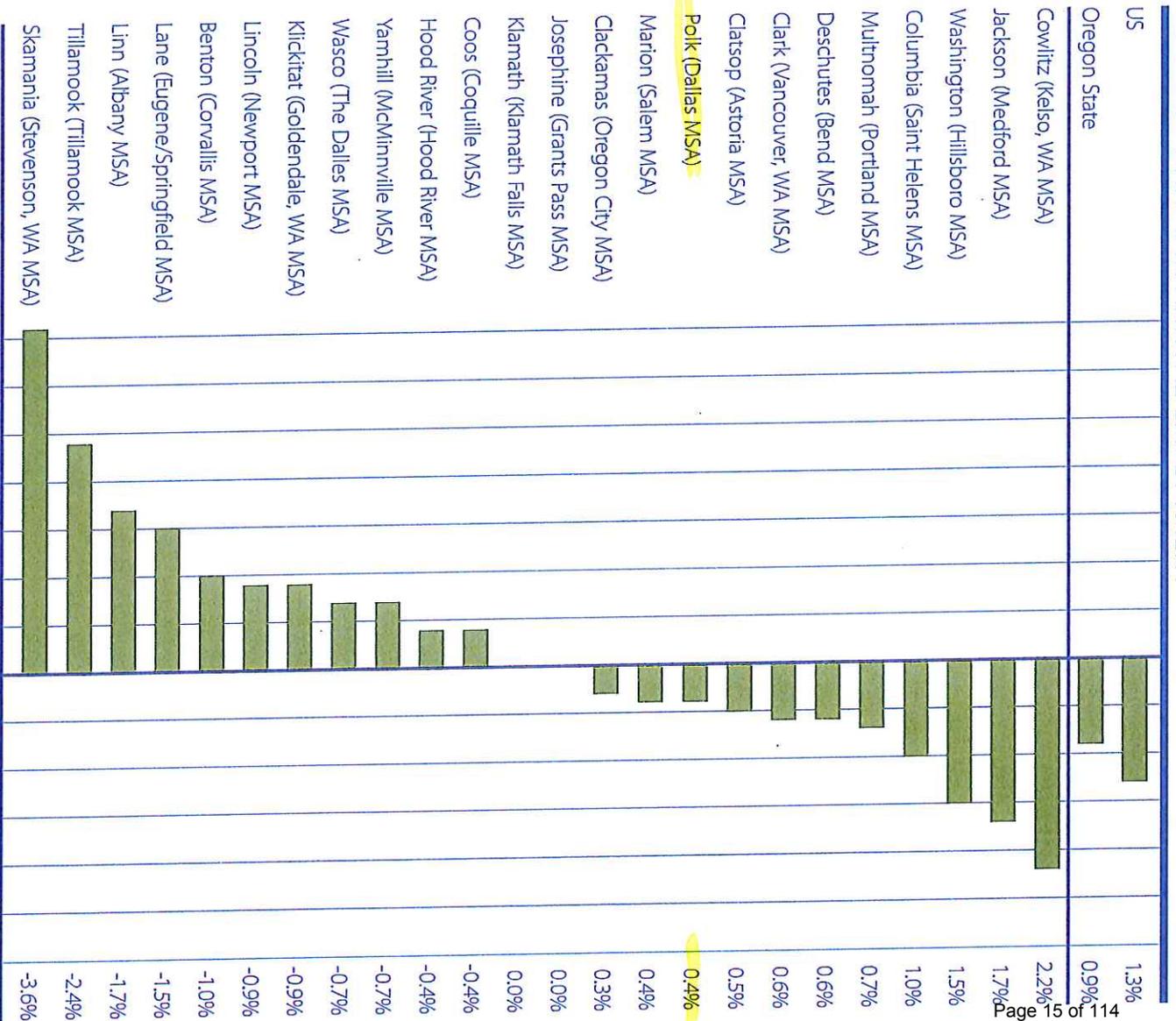
On the negative side, job losses were only found in Yamhill County where 650 jobs were shed (-2.2%) and Hood River County where 30 jobs were lost (-0.3%).

It is interesting to note that the overall unemployment rate declined across the board when compared to a year ago. This tends to be a function of a decline in the participation rate, which represents the number of people who are either employed or are actively searching for work. During periods of contraction, many workers get discouraged and stop looking for work which actually (and artificially) improves the unemployment rate.

I am giving the employment situation a “C” grade this quarter, up from the “D” that I gave it in the prior quarter. I had expected to see an improving job market in the first quarter, but it looks as if perhaps I was just a little premature in my forecast.

The numbers look pretty good, but I want to see consistent quarterly improvements before I start to feel comfortable with stating that we are in full expansion mode.

PERCENT CHANGE IN ANNUAL EMPLOYMENT



REGIONAL ECONOMICS

NON-AGRICULTURE EMPLOYMENT: JUNE 2011-JUNE 2012

County (MSA)	Growth	Growth	County (MSA)	Growth	Growth	County (MSA)	Growth	Growth
	Rate	Rate		Rate	Rate		Rate	Rate
Benton (Corvallis MSA)	-390	-1.0%	Hood River (Hood River MSA)	-40	-0.4%	Marion (Salem MSA)	504	0.4%
Clackamas (Oregon City MSA)	400	0.3%	Jackson (Medford MSA)	1,280	1.7%	Multnomah (Portland MSA)	3,200	0.7%
Clark (Vancouver, WA MSA)	800	0.6%	Josephine (Grants Pass MSA)	-10	0.0%	Polk (Dallas MSA)	128	0.4%
Clatsop (Astoria MSA)	80	0.5%	Klamath (Klamath Falls MSA)	-10	0.0%	Skamania (Stevenson, WA MSA)	-80	-3.6%
Columbia (Saint Helens MSA)	100	1.0%	Klickitat (Goldendale, WA MSA)	-50	-0.9%	Tillamook (Tillamook MSA)	-200	-2.4%
Coos (Coquille MSA)	-80	-0.4%	Lane (Eugene/Springfield MSA)	-2,200	-1.5%	Wasco (The Dalles MSA)	-70	-0.7%
Cowitz (Kelso, WA MSA)	800	2.2%	Lincoln (Newport MSA)	-160	-0.9%	Washington (Hillsboro MSA)	3,700	1.5%
Deschutes (Bend MSA)	400	0.6%	Linn (Albany MSA)	-670	-1.7%	Yamhill (McMinnville MSA)	-200	-0.7%

Not Seasonally Adjusted

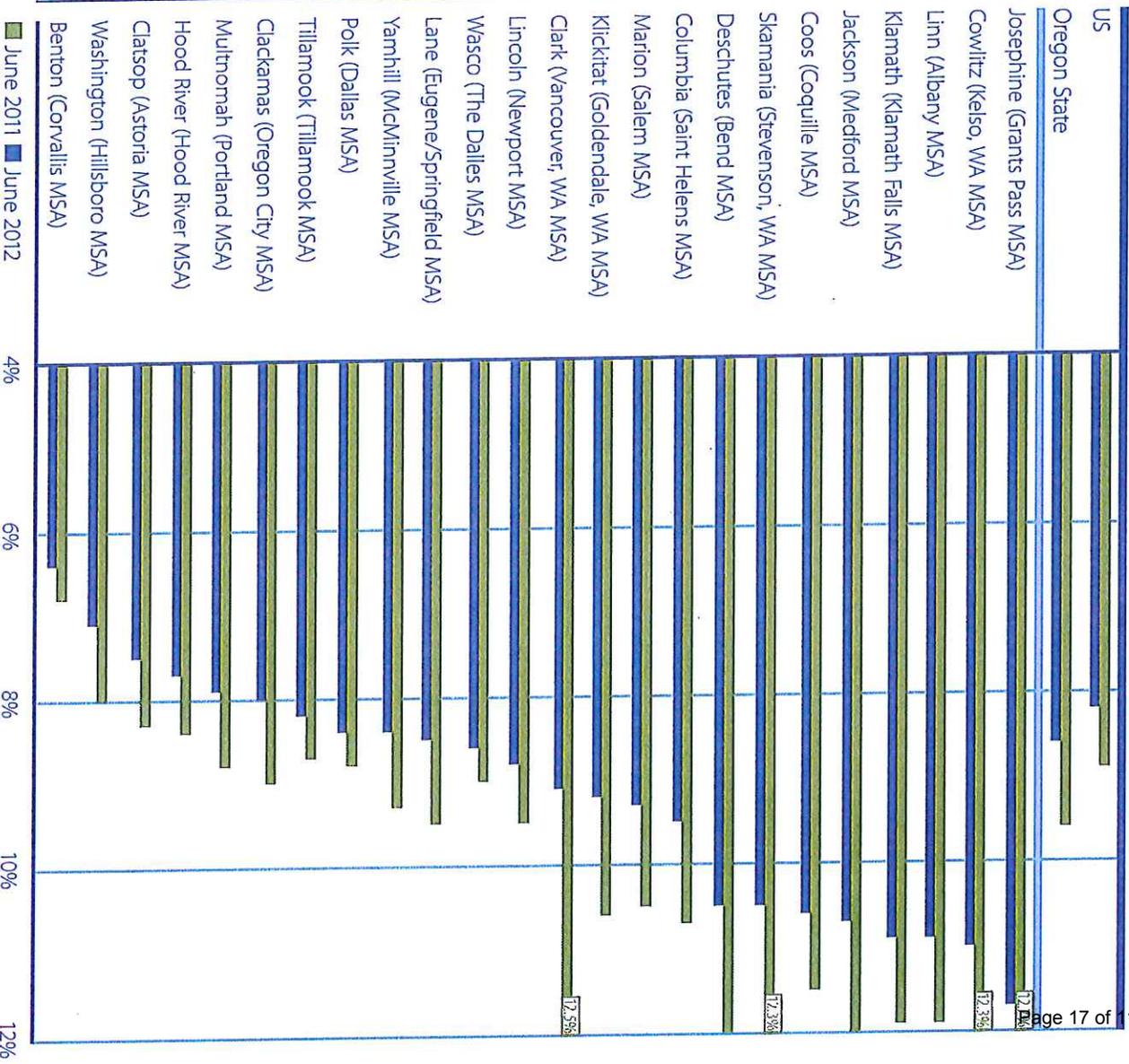
REGIONAL ECONOMICS

UNEMPLOYMENT RATE COMPARISON

Metropolitan Area	Employment	Unemployment Rate
Benton (Corvallis MSA)	38,770	6.4%
Clackamas (Oregon City MSA)	137,800	8.0%
Clark (Vancouver, WA MSA)	172,250	9.1%
Clatsop (Astoria MSA)	9,750	7.5%
Columbia (Saint Helens MSA)	9,750	9.5%
Coos (Coquille MSA)	21,500	10.6%
Cowlitz (Kelso, WA MSA)	36,400	11.0%
Deschutes (Bend MSA)	62,410	10.5%
Hood River (Hood River MSA)	10,210	7.7%
Jackson (Medford MSA)	76,240	10.7%
Josephine (Grants Pass MSA)	23,080	11.7%
Klamath (Klamath Falls MSA)	22,240	10.8%
Klickitat (Goldendale, WA MSA)	5,640	9.2%
Lane (Eugene/Springfield MSA)	142,600	8.5%
Lincoln (Newport MSA)	17,720	8.8%
Linn (Albany MSA)	38,210	10.9%
Marion (Salem MSA)	142,722	9.3%
Multnomah (Portland MSA)	441,200	7.9%
Polk (Dallas MSA)	35,977	8.4%
Skamania (Stevenson, WA MSA)	2,120	10.5%
Tillamook (Tillamook MSA)	8,280	8.2%
Wasco (The Dalles MSA)	9,660	8.6%
Washington (Hillsboro MSA)	248,700	7.1%
Yamhill (McMinnville MSA)	29,250	8.4%

Seasonally Adjusted

UNEMPLOYMENT RATE YEAR-OVER-YEAR



REGIONAL REAL ESTATE

Home sales continued to expand with 19,394 transactions—an increase of 8% from the same period in 2011. Year-over-year we note that all but four counties saw improving sales.

When we compare sales velocities over the previous quarter, all but one county exhibited improvement, suggesting that the spring market did arrive; it was just a little later! The only market where sales slowed was in Skamania County and the drop was marginal.

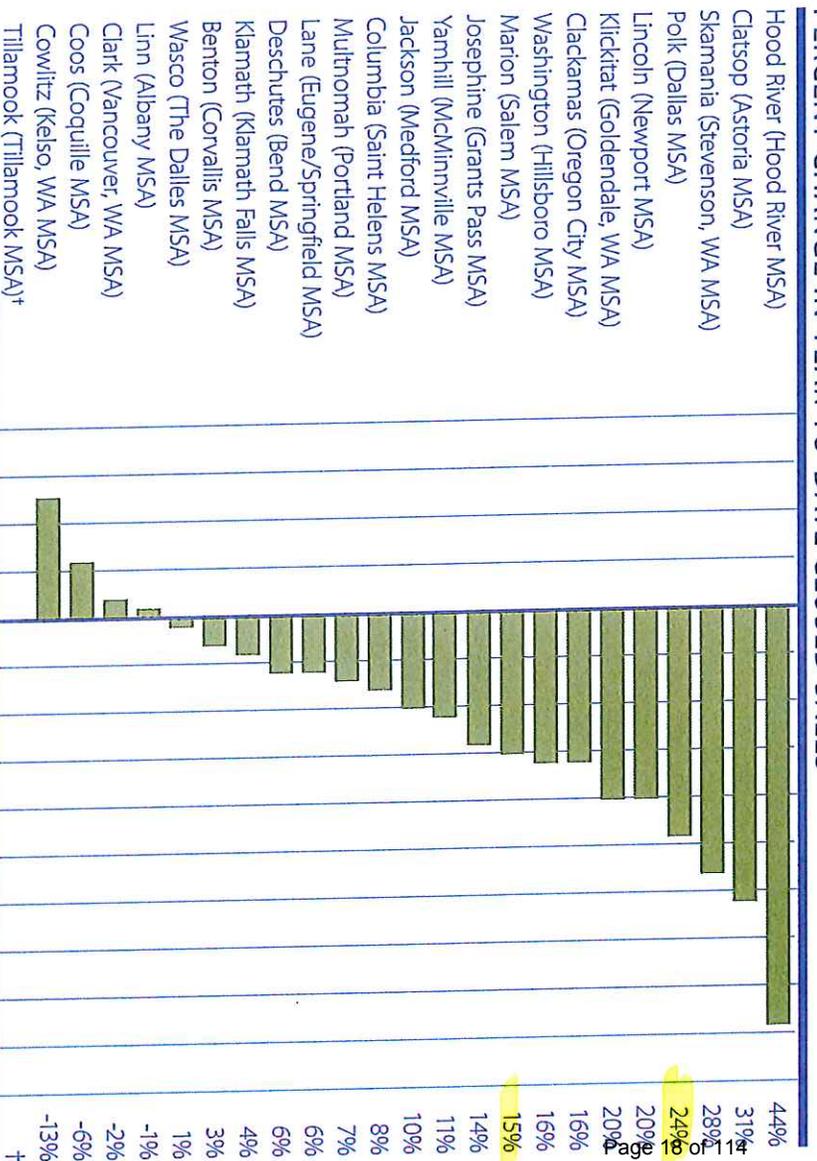
Year-over-year, the greatest improvement was seen in Hood River (+44%), Clatsop (+31%), Skamania (+28%), and Polk (+24%) Counties. There was only one county where declines were in the double digits, and that was in Cowlitz County where sales were 13% lower than during the first half of 2011 but, even here, the market has showed dramatic improvement over the first quarter of 2012.

From a transactional standpoint, the data shows solid improvement, but there is a caveat: units available for purchase declined across all the counties surveyed—and this is a concern. Although most markets saw a modest uptick in listings during the quarter, the number of units for sale is down substantially from a year ago, as well as the long-term trend.

Much of this can be attributed to the slowdown in banks listing foreclosed homes for sale, as well as homeowners with negative equity waiting to list their homes until prices rise sufficiently to enable them to sell and not owe money to their mortgage holders.

Choice in many markets has become limited which, if it does not improve, will likely lead to a slowdown in transactions in the second half of 2012.

PERCENT CHANGE IN YEAR-TO-DATE CLOSED SALES



CLOSED SALES ACTIVITY OF EXISTING SINGLE-FAMILY HOME & CONDO

County (MSA)	YTD		County (MSA)	YTD		County (MSA)	YTD		County (MSA)	YTD	
	June 12	June 11		June 12	June 11		June 12	June 11		June 12	June 11
Benton (Corvallis MSA)	393	380	Hood River (Hood River MSA)	78	54	Marion (Salem MSA)	376	326			
Clackamas (Oregon City MSA)	2,007	1,730	Jackson (Medford MSA)	1,377	1,255	Multnomah (Portland MSA)	4,038	3,760			
Clark (Vancouver, WA MSA)	2,035	2,078	Josephine (Grants Pass MSA)	469	410	Polk (Dallas MSA)	212	171			
Clatsop (Astoria MSA)	221	169	Klamath (Klamath Falls MSA)	264	255	Skamania (Stevenson, WA MSA)	41	32			
Columbia (Saint Helens MSA)	231	213	Klickitat (Goldendale, WA MSA)	66	55	Wasco (The Dalles MSA)	91	90			
Coos (Coquille MSA)	238	253	Lane (Eugene/Springfield MSA)	1,480	1,390	Washington (Hillsboro MSA)	2,760	2,384			
Cowlitz (Kelso, WA MSA)	147	169	Lincoln (Newport MSA)	209	174	Yamhill (McMinnville MSA)	395	356			
Deschutes (Bend MSA)	1,694	1,598	Linn (Albany MSA)	572	575	Tillamook (Tillamook MSA)	+	+			

[†] Data was not available at the time of publication.

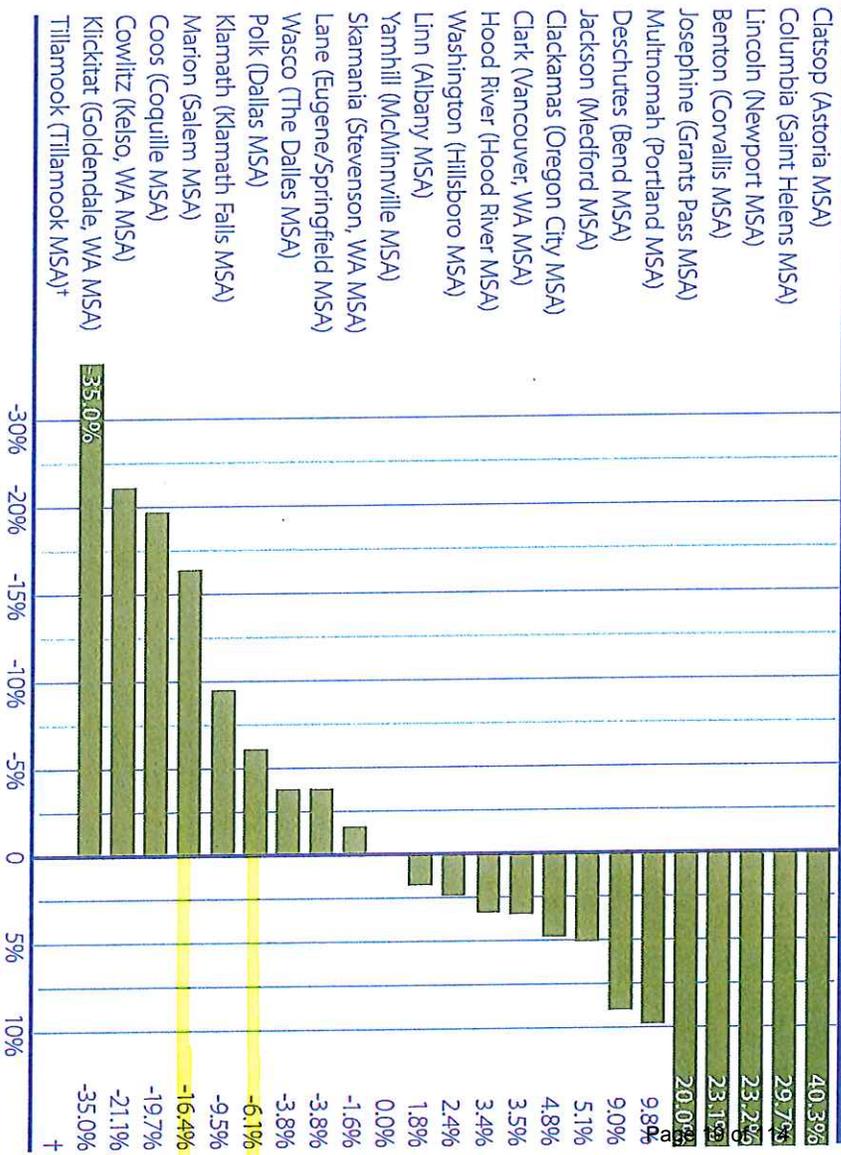
REGIONAL REAL ESTATE

Turning our attention to home prices, 14 of the markets analyzed registered year-over-year price increases (up from nine in the last report) with nine showing declines in values from a year ago. In aggregate, the markets surveyed saw values increase by 2.8% over the same period in 2011.

Other than the substantial 40% growth in the relatively small Clatsop County market, four other counties registered double-digit gains from June 2011. When compared to prices seen in the first quarter of the year, 21 counties are higher with just three declining.

Overall, I give the real estate market a "C" grade this quarter. This is up from the "D" that I gave it last quarter, but the concern discussed above—and its potential to negatively affect sales volumes as well as price—are still weighing on the grade.

HOME PRICE GROWTH RATE



SALES PRICE SINGLE-FAMILY & CONDO: JUNE 2011–JUNE 2012

County (MSA)	Growth Rate	Net Growth (\$000's)	County (MSA)	Growth Rate	Net Growth (\$000's)	County (MSA)	Growth Rate	Net Growth (\$000's)
Benton (Corvallis MSA)	23.1%	54.2	Hood River (Hood River MSA)	3.4%	9.0	Marion (Salem MSA)	-16.4%	-32.7
Clackamas (Oregon City MSA)	4.8%	14.0	Jackson (Medford MSA)	5.1%	10.2	Multnomah (Portland MSA)	9.8%	26.0
Clark (Vancouver, WA MSA)	3.5%	7.0	Josephine (Grants Pass MSA)	20.0%	35.8	Polk (Dallas MSA)	-6.1%	-9.8
Clatsop (Astoria MSA)	40.3%	97.6	Klamath (Klamath Falls MSA)	-9.5%	-13.7	Skamania (Stevenson, WA MSA)	-1.6%	-3.0
Columbia (Saint Helens MSA)	29.7%	43.0	Klickitat (Goldendale, WA MSA)	-35.0%	-92.0	Tillamook (Tillamook MSA)	+	+
Coos (Coquille MSA)	-19.7%	-28.0	Lane (Eugene/Springfield MSA)	-3.8%	-8.0	Wasco (The Dalles MSA)	-3.8%	-7.0
Cowlitz (Kelso, WA MSA)	-21.1%	-36.0	Lincoln (Newport MSA)	23.2%	37.1	Washington (Hillsboro MSA)	2.4%	6.0
Deschutes (Bend MSA)	9.0%	20.1	Linn (Albany MSA)	1.8%	2.6	Yamhill (McMinnville MSA)	0.0%	0.0

Average \$'s

[†] Data was not available at the time of publication.

REGIONAL REAL ESTATE

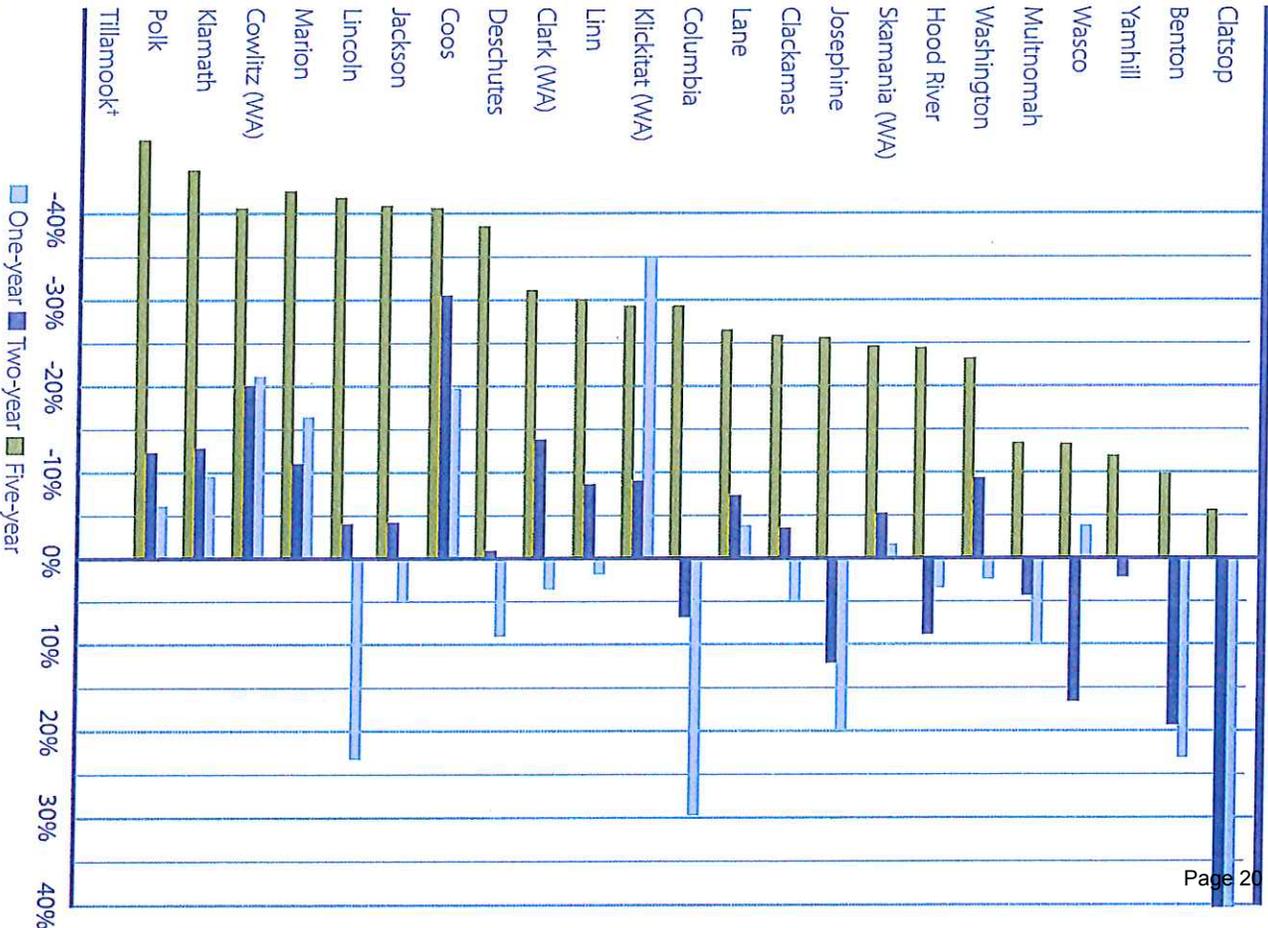
EXISTING SINGLE-FAMILY HOME PRICE TRENDS

County	Average Price	Home Price Escalation			
		Quarter	1 Year*	2 Year**	5 Year**
Benton	\$288,403	35.8%	23.1%	19.3%	-9.8%
Clackamas	\$303,000	15.6%	4.8%	-3.5%	-25.9%
Clark (WA)	\$206,000	5.1%	3.5%	-13.8%	-31.1%
Clatsop	\$339,597	64.1%	40.3%	40.3%	-5.6%
Columbia	\$188,000	10.6%	29.7%	6.8%	-29.3%
Coos	\$114,000	6.5%	-19.7%	-30.5%	-40.6%
Cowlitz (WA)	\$135,000	2.3%	-21.1%	-20.1%	-44.4%
Deschutes	\$243,220	11.6%	9.0%	-0.9%	-38.5%
Hood River	\$272,000	-2.5%	3.4%	8.8%	-24.4%
Jackson	\$208,894	11.3%	5.1%	-4.2%	-40.9%
Josephine	\$215,119	14.0%	20.0%	12.0%	-25.6%
Klamath	\$131,481	24.4%	-9.5%	-12.8%	-45.0%
Klickitat (WA)	\$171,000	-28.2%	-35.0%	-9.0%	-29.3%
Lane	\$202,000	4.7%	-3.8%	-7.3%	-26.5%
Lincoln	\$197,138	5.2%	23.2%	-4.0%	-41.8%
Linn	\$145,086	29.4%	1.8%	-8.6%	-30.0%
Marion	\$167,000	14.4%	-16.4%	-11.0%	-42.6%
Multnomah	\$291,000	16.9%	9.8%	4.3%	-13.4%
Polk	\$150,339	-6.3%	-6.1%	-12.3%	-48.5%
Skamania (WA)	\$181,000	10.4%	-1.6%	-5.2%	-24.6%
Tillamook	+	+	+	+	+
Wasco	\$176,000	30.4%	-3.8%	16.6%	-13.3%
Washington	\$255,000	5.8%	2.4%	-9.3%	-23.2%
Yamhill	\$230,000	27.8%	0.0%	2.2%	-11.9%

* Year over year from most recent month surveyed

+ Data was not available at the time of publication.

MEDIAN HOME PRICE GROWTH RATE



CONCLUSIONS

The Oregon economy showed much-needed improvement this quarter, which is encouraging. As I have stated before, home values and employment growth are intertwined and as one goes, so the other will follow.

Employment growth picked up quite nicely in the last quarter and I am looking for this to continue at a modest pace through the balance of the year. It will not be easy though, as I anticipate that the government sector will continue to shed jobs, therefore putting the onus on the private sector to create a vast majority of the expected job growth.

The housing market appears to be starting to find its legs but I remain cautious as to exactly what direction it will take. Distressed listings have taken a breather, but there are still significant headwinds as the proportion of homeowners with negative equity remains high and, if we see a pickup in repossessions, the recent increase in home values will, no doubt, be dampened.

That said, the spring market for jobs and housing has arrived—albeit a little late. I will be very interested to see if the recent improvement that is evidenced by this report continues through the summer.

ABOUT MATTHEW GARDNER



Mr. Gardner is a land use economist and principal with Gardner Economics and is considered by many to be one of the foremost real estate analysts in the Pacific Northwest.

In addition to managing his consulting practice, Mr. Gardner is a member of the Pacific Real Estate Institute; chairs the Board of Trustees for the Washington State Center for Real Estate Research; the Urban Land Institutes Technical Assistance Panel; and represents the Master Builders Association as an in-house economist.

He has appeared on CNN, NBC and NPR news services to discuss real estate issues, and is regularly cited in the *Wall Street Journal* and all local media.

THE GARDNER REPORT

OREGON & SOUTHWEST WASHINGTON | SECOND QUARTER 2012, VOLUME XVIIII





Administrative Committee

AGENDA

**September 24,
2012**

4:00 PM

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

**Chair LaVonne Wilson
Beth Jones
Jackie Lawson
Wes Scroggin
Murray Stewart**

1. Call to Order
2. Comments from the Public

This time is provided for citizens to address the Committee on any matters, including agenda items. This is the only time during the meeting that the public will be allowed to speak.

3. PEG Channel update p. 2
4. City Attorney contract p. 4
5. Online payments discussion p. 8
6. Charter Franchise IGA p. 10
7. Administrative Services Director's Report
8. Finance Director's Report
9. Other
10. Adjournment



Community Development/Operations Department

Memo

To: Admin Committee
From: Jason Locke, Community Development/Operations Director
Date: September 19, 2012
Re: PEG Channel (Ch17)

As part of our franchise agreement with Charter Communications, the city is provided with a television channel known as PEG (Public, Education, Government). This channel has been used over the years by the city for static messages with minimal content. Chemeketa Community College uses Channel 17 extensively for their TV classes for students in Dallas. As it stands right now, we are in the process of relocating the actual equipment to the green house on Shelton Street next to the Fire Station. As part of the franchise agreement, Charter provided funding for the new equipment, which was purchased about two years ago.

There are a number of things that need to happen in the coming months in order to make Channel 17 a more useful tool for the community. However, we need to do this first in order to set the project in motion:

Content needs to be expanded and updated. We would propose entering into an agreement with Visual Media Center to maintain, update, and expand the channel and its offerings. In order to pay for this, we would propose exploring the clause in the franchise agreement that directs Charter to collect and forward to the city a \$.15/month PEG fee per subscriber. This would generate approximately \$150/month or so.

Once this arrangement is in place, we can begin to explore the possibilities of the PEG Channel for communicating with the public.

related needs of the community, the Grantor shall notify the Grantee in writing of these needs, the amount of capital support required and a justification demonstrating the need for said capital support related to the equipment and/or facilities to be purchased. Upon Grantee's receipt and approval of the written capital support request from the Grantor, Grantee shall provide the capital funds requested in a timely manner as set forth herein below after receiving the written request from the Grantor. Grantee shall pay to the Grantor up to a maximum \$50,000 contribution. The aforementioned payment shall be paid to the Grantor over the first two (2) years from the time that Grantee receives the aforementioned written request and the yearly payment to the Grantor shall be determined from the collection of pass-through fees that Grantee shall charge each Subscriber in an amount of up to fifteen cents (\$.15) per Subscriber per month. Grantee shall begin to pass the aforementioned PEG fee onto its Subscribers in the Grantor within sixty (60) days after the Grantee receives the aforementioned written request from the Grantor and Grantee approves said request, with said approval to not be unreasonably withheld. Grantee shall have the right to name and separately list the PEG support pass through amount on its monthly subscriber invoices.

Section 23. Open Books and Records. The Grantor shall have the right to inspect upon reasonable notice and Grantee shall make available upon Grantor request, at the nearest local office of Grantee which may be located either within the Grantor or in close proximity to the Grantor, any and all records, which are legally permitted to be disclosed and which are reasonably necessary to ensure Grantee's compliance with this Franchise Agreement, but the Grantor shall not have the right to inspect customer information covered by Section 631 of the Cable Act. Notwithstanding anything to the contrary as set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature (e.g., such as subscriber personally identifiable information, personal employee files, specific design information related to Grantee's plant and any other information not related to the Grantor's enforcement of this Franchise Agreement), nor disclose the books and records of any affiliate which is not providing Cable Service in the Franchise Area. Access to the aforementioned records shall not be denied by Grantee on the basis that said records contain "proprietary" information. The Grantor agrees to treat any information disclosed by the Grantee as confidential in nature and shall not disclose information contained in those records except as necessary to perform its official acts, or as may be required under Federal Law and Oregon law. If the Grantor believes that it must release any such confidential information in the course of enforcing this CTFO, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and Federal law, it shall deny access to any of Grantee's confidential books and records to any Person. Subject to the provisions of this Franchise Agreement and any legal and/or statutory requirement to the contrary, if Grantee fails or refuses to furnish the information when requested to do so, Grantee shall be deemed in non-compliance of this Franchise Agreement. In the event that the aforementioned records are not located at the local offices described herein, Grantee shall provide said records to the Grantor within a reasonable amount of time from receipt of a written request from the Grantor requesting inspection of said records.

Section 24. Communications with Regulatory Agencies. Copies of all petitions, applications, communications, and reports submitted by Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other, Federal or State Regulatory

DALLAS CITY COUNCIL
ADMINISTRATIVE SUBCOMMITTEE REPORT
SEPTEMBER 24, 2012

To: Council Administrative Subcommittee

From: Jon Nelson, Interim City Manager

Re: City Attorney Services Contract

Recommendation:

Recommend City Council approve the attached City Attorney Services contract.

Background:

The Personal Services Contract with Shetterly, Irick, and Ozias has expired and has not been updated to reflect changes in Municipal Court services and total monthly retainer amount. Historically, contract renewal terms have been for two years. The most recent thorough review highlighted the cost effectiveness and quality of legal services received.

Given the current legal activity and city manager recruitment underway, soliciting interest from other providers is not recommended. In the recent past, staff has not been contacted by other firms interested in providing legal services.

In recognition of the City's current financial challenges, Shetterly, Irick and Ozias are willing to perform their existing services at their existing rate through December 31, 2014.

Fiscal Impact:

None

Attachments:

Proposed City Attorney Services contract

CITY OF DALLAS, OREGON
CITY ATTORNEY AGREEMENT

This Agreement is made and entered into by and between the City of Dallas, Oregon (hereinafter referred to as "City"), and Lane P. Shetterly, of the law firm of Shetterly, Irick & Ozias.

Personnel. Lane P. Shetterly is contracted as city attorney and general counsel and shall be designated "City Attorney." Other attorneys in the law firm are authorized to assist the City Attorney in carrying out the responsibilities of the position. The City Attorney may subcontract the representation of the City in the prosecution of matters in City's Municipal Court and appeals from Municipal Court to the Circuit Court to a qualified attorney.

Relationship to City Manager's Office. Unless otherwise directed by motion or resolution of the City Council of the City of Dallas, the City Manager shall be the primary liaison between the City Attorney and the City Council. In this capacity, the City Manager shall have general responsibility for administering this Agreement and shall conduct such re-views and evaluations as he/ she may deem appropriate to encourage the provision of prompt, professional cost-effective legal representation.

Scope of Services/Retainer. The City Attorney is responsible for City legal representation as authorized and directed by the City Manager. Such services included in the retainer are:

1. Attendance at all City Council meetings.
2. Attendance at all Planning Commission meetings.
3. Attendance at City Council and Planning Commission work sessions as needed, department head meetings, committee meetings, and other meetings as directed by the City Manager or his/her designee when items under consideration warrant attorney input concerning City business.
4. Provision of written and oral legal advice to City Manager and department personnel.
5. Provision of general legal advice on municipal matters to the Mayor, City Council, Planning Commission and City Council members.
6. Preparation and/ or review of ordinances, resolutions, contracts and other documents as requested.
7. Preparation of written legal opinions at the request of the City Manager or his/her designee.
8. Prosecution of all matters before the Dallas Municipal Court.

9. Advice to department personnel on compliance with local and state purchasing procedures and public contracting statutes.
10. Review of newly enacted laws, administrative rules, and case law as requested, and advice to department personnel for appropriate compliance measures.
11. Provision of staff assistance and legal counsel relating to foreclosure of real property by the City.
12. Counsel relating to "Local Improvement Districts", creation and enforcement of municipal liens, and foreclosure of such liens.
13. Responses to citizens' requests for information regarding ordinances, processes and other matters of a legal nature, when requested to do so by the City Manager. It is not intended that this would include providing legal advice.

Work Performed Outside of the Retainer. The City Council and/ or City Manager may authorize work to be performed outside of the work retainer. Failure to obtain approval prior to performing work outside of the retainer may result in the waiver of compensation for services performed. Examples of services that are considered outside the retainer, for which the City may use outside counsel and/ or the City Attorney include:

1. Preparation for the issuance and sale of City bonds.
2. Preparation of business development loan/ guarantee documentation.
3. Personnel related issues, including labor negotiations.
4. Matters covered by the City's insurance policies, except as needed in a supporting role.
5. Legal matters mutually agreed as outside of the retainer by the City Council and/ or City Manager and City Attorney and not specifically listed as included in the retainer.

Compensation for Services. As compensation for services included in the monthly retainer, City Attorney shall be paid \$4,900. For prosecution of matters in Municipal Court, and on appeal therefrom, the City Attorney or his contractor shall be paid \$75 per hour for the first ten hours each month, and \$50 per hour thereafter.

Compensation for Services Performed Outside of the Retainer. As compensation for services performed outside of the retainer, the City will pay the City Attorney \$150.00 per

hour, and for outside counsel at such rates as charged by outside counsel and approved by the City Manager.

Additional Costs. Out-of-pocket actual expenses, including expenses related with law-suits, such as filing fees and deposition charges, shall be reimbursed by City as they are incurred, provided they are reasonable and necessary.

Term. This Agreement shall remain in effect until December 31, 2014, provided, however, that the term may be extended for additional periods of two (2) years by motion of the City Council, without a written amendment to this Agreement. This Agreement may be terminated by the City without advance notice if the City Attorney:

1. Willfully and repeatedly fails or refuses to comply with the policies, rules, regulations and standards established by the City which are communicated to the City Attorney.
2. Is convicted of any felony or misdemeanor involving moral turpitude; or
3. Becomes mentally, physically or legally incapable of performing the duties required under this Agreement.

CITY OF DALLAS, OREGON

SHETTERLY, IRICK & OZIAS

Brian Dalton, Mayor

Lane Shetterly

DALLAS CITY COUNCIL
ADMINISTRATIVE SUBCOMMITTEE REPORT

TO: COUNCIL ADMINISTRATIVE SUBCOMMITTEE

<i>City of Dallas</i>	Agenda Item No. 5	Topic: Online Payments Update
Prepared By: Cecilia Ward	Meeting Date: September 24, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson		

RECOMMENDED MOTION:

Approval to conduct online payment survey to walk-in customers

BACKGROUND:

In January 2012, finance presented to the Administrative Committee and the City Council the possibility of providing an online payment option for court and utilities through the city website. There were a few concerns that arose such as; charging the customer a minimal fee per transaction and the cost of providing service.

The finance office receives inquiries every month regarding this service. At this time, we would like to conduct a written survey within the office to walk-in customers to be able to understand what the customers would like to see through this service. We could also provide an online survey for our customers with a note about it on our utility bills.

FISCAL IMPACT:

None

ATTACHMENTS:

Online Payment Survey

CITY OF DALLAS ONLINE ACCESS SURVEY

- 1. Would you pay your bill online through our website if it was available?
 Yes No
- 2. How often would you use such a service?
 Every month Sometimes Never
- 3. Would you be willing to pay a minimal fee to cover the charges associated with such a service?
 Yes No
- 4. Would you find it useful to be able to look up your account online to view your balance, payments and water consumption?
 Yes No
- 5. If it were available, would you prefer to get your monthly statement via email or in the mail?
 Email Paper Statement via US Postal Service

Additional Comments:

CITY OF DALLAS ONLINE ACCESS SURVEY

- 1. Would you pay your bill online through our website if it was available?
 Yes No
- 2. How often would you use such a service?
 Every month Sometimes Never
- 3. Would you be willing to pay a minimal fee to cover the charges associated with such a service?
 Yes No
- 4. Would you find it useful to be able to look up your account online to view your balance, payments and water consumption?
 Yes No
- 5. If it were available, would you prefer to get your monthly statement via email or in the mail?
 Email Paper Statement via US Postal Service

Additional Comments:

DALLAS CITY COUNCIL
ADMINISTRATIVE SUBCOMMITTEE REPORT

TO: COUNCIL ADMINISTRATIVE SUBCOMMITTEE

<i>City of Dallas</i>	Agenda Item No. 6	Topic: Charter Franchise IGA
Prepared By: Emily Gagner	Meeting Date: July 23, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson		

RECOMMENDED MOTION:

Motion to recommend the Council approve an IGA with the City of Nehalem and other cities for joint negotiation of Charter Communications franchises.

BACKGROUND:

Last spring former City Manager Wyatt discussed an IGA with the City of Nehalem and a group of other cities to work together to negotiate a new standard Charter franchise agreement. We have made an initial payment to the City of Nehalem for the work being done, but an IGA was never approved by the Council. The City Attorney and staff have reviewed the IGA and feel it would be in the City’s best interest to participate in this. The cost of the process is not anticipated to exceed \$1,000 and will likely be less.

Our current franchise agreement with Charter expires in 2015. They have historically been very difficult to negotiate with and we feel this joint effort with other cities will provide additional leverage when we are ready to proceed with negotiations. Additionally, the new franchise agreement should address all the telecommunication services provided by Charter, not just television.

FISCAL IMPACT:

Approximately \$1,000

ATTACHMENTS:

Email from Michael Nitzsche, City Mgr of Nehalem
 Charter Franchise IGA
 Engagement letter from attorney working on franchise



EMILY GAGNER <emily.gagner@dallasor.gov>

Information Request

City of Nehalem <manager@ci.nehalem.or.us>

Fri, Sep 14, 2012 at 10:45 AM

To: emily.gagner@dallasor.gov

Emily,

I've attached the original Charter Franchise IGA as well as the official engagement letter from Nancy Werner with Berry Elsnore (the group's telecom attorney). I would note that I never did receive the official signature page from Jerry on behalf of the City of Dallas. However, below is a copy of an email from him indicating that the Dallas City Council was aware of this discussion and would approve it (at least that was my impression). But like I said, I never received a copy of the actual signature page.

Billing/Expenses thus Far. To confirm, the City of Nehalem has only submitted one billing reimbursement request thus far to the parties. While we have incurred a few thousand dollars in additional expenses as we continue to negotiate with Charter, I decided that instead of sending a bunch of reimbursement requests for a few hundred dollars (to each party), that I'd wait until we were completed with the negotiation and send one final one...to make it easier on everyone's accounting systems. As for total expenditures-to-date, as of August 1st we have expended \$4,642.60 (of which each of the parties has already reimbursed Nehalem \$2,025.00 (\$135.00 each) leaving a current balance of \$2,617.60 that will subject to a future reimbursement request to all parties (\$163.60 each). However, because of Charter's 32-page response to our last proposal to them, we are currently having Attorney Werner do additional work which will push our combined total expenditures over \$5,000.00 for the group - this \$5,000.00 limit was originally self-imposed by the parties on Beery Elsnore to try to keep costs down...but each party did approve a not-too-exceed \$1,000.00 per each party member towards this endeavor. We have, however, given Beery Elsnore the approval to exceed that \$5,000.00 limit because we need their review of Charter's last proposal. Thus, additional expenses will be forthcoming.

Status Update. As stated, we are currently have Attorney Werner drafting a response to Charter based on Charter's last response to us. Needless to say, we are all disappointed with how long this process is and has taken...Charter's last response to us was in the form of a legal-sized, 32 page "matrix" response that took us a full month to comprehend, and is taking Attorney Werner considerable time/attention because of some of the legal arguments that Charter has put forth. But, we are still moving forward...albeit at a snail's pace. I am expecting Attorney Werner's response within a few weeks if not sooner, by which I will be calling the parties together to discuss her recommendations and deciding how to proceed with Charter.

Moving Forward. Because of the unfortunate situation that you're all dealing with, if the City of Dallas no longer wishes to participate in this endeavor, we'll understand (and please let me know). However, if the City wishes to continue, could you please forward me with a new contact person (email preferably) so that I can ensure that the City of Dallas receives updates as soon as

I can put them out.

If there is any thing else I can do, please don't hesitate to let me know. Take care and have a great weekend!

Michael A. Nitzsche, City Manager
City of Nehalem
PO Box 143
Nehalem, OR 97131
(503) 368-5627
(503) 368-4175 fax
manager@ci.nehalem.or.us
www.ci.nehalem.or.us

From: "JERRY WYATT" <JERRY.WYATT@ci.dallas.or.us>
Sent: Wednesday, April 13, 2011 4:45 PM
To: "City of Nehalem" <nehalemch@nehalem.tel.net>
Subject: Re: Reminder -Charter Meeting & Outline

> Michael, sorry I was not able to make the meeting. We had interviews for the Council vacant seat. Fun stuff. Dallas is interested in participating, I have a Council committee meeting at the end of the month for final approval to enter into the IGA. Does that work within the time period we are looking for?

>

>

>

> City of Dallas

> Jerry Wyatt

> City Manager

From: EMILY GAGNER
Sent: Thursday, September 13, 2012 10:13 AM
To: recorder@ci.nehalem.or.us
Subject: Information Request

Dale,

I've been trying to clear up some files in our former city manager's office and came across a redline version of a Charter Franchise agreement. I did some digging and discovered our City Attorney had conversations with Jerry about a year ago regarding an IGA with Nehalem to have you take the lead on behalf of a group of cities in negotiating a new standard form of Charter Franchise agreement. I've discovered we sent you a check in July 2011 for \$135 for a "Charter Franchise legal review" but I don't have a copy of any kind of signed IGA. Do you have a copy of that agreement that you could send me, please? I appreciate it!

Emily Gagner

INTERGOVERNMENTAL AGREEMENT

For the Joint Negotiation

of

Charter Communications Franchises

Recitals

WHEREAS, the **City of Nehalem (Nehalem)**, and those other entities shown under Article V herein, hereto collectively referred to as the "**PARTIES**;" have agreed to jointly participate in the negotiating of new Cable Franchises for each respective party;

WHEREAS, the Parties have agreed to provide joint funding in an amount not to exceed \$1,000.00 per participating jurisdiction to hire Mrs. Nancy Werner of the firm Beery Elsnore & Hammond, LLP, of Portland, Oregon, to provide the legal review relating to the negotiation of new Cable Franchise Agreements among the Parties; and

WHEREAS, ORS Chapter 190 authorizes the Parties to enter into written agreements for the performance of any or all functions and activities that each individually has the authority to perform on its own, subject to the terms and conditions contained herein.

THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

Article I. Scope & Terms

Section 1.1 **Scope.** This Agreement sets forth the terms, conditions and duties of the Parties in relation to the negotiation of new Cable Franchise Agreements for each individual Party. The Parties agree to work with, assist and provide information as required within this Agreement.

Section 1.2 **Term.** This Agreement shall become effective upon the signature of all of the Parties and shall remain in full force and effect for thirty (30) days beyond such time as the Parties have received acceptance and approval by Charter Communications of new Franchise Agreements for each party, or until each Party terminates this Agreement sooner, in accordance with Section 2.5 herein.

Article II. Conditions

Section 2.1 **Joint Negotiating Team.** The Parties agree to establish a Joint Negotiating Team (TEAM) of no less than three (3) and no more than five (5) individuals who will be appointed by the Parties for the duration of this Agreement. The person selected as the Single Point of Contact in Section 2.2 herein shall by default be a member of the Team. The Team shall be responsible for direct contact with Charter Communications for the purposes of negotiating a new Franchise Agreement on behalf of the Parties. If one or more members of the Team are unable or unwilling to continue their duties on the Team, the Parties shall nominate a person or persons as replacement at their earliest convenience.

Section 2.2 **Single Point of Contact.** The Parties agree that the Nehalem City Manager shall serve as the single point of contact for Charter Communications and Beery Elsnore &

Hammond, LLP, during the term of this Agreement. Nehalem shall sign any contract or pledge of service with Beery Elsnore & Hammond, LLP on behalf of the Parties, and be responsible for making the single-party payments under the terms agreed thereto.

Section 2.3 **Nehalem City Manager; Responsibilities.** The Nehalem City Manager shall be part of and will Staff the Joint Negotiating Team as well as retain Beery Elsnore & Hammond, LLP, and provide such assistance to the Parties as may be requested, required and/or necessary in the performance of this Agreement so long as such does not unduly interfere with his normal duties and responsibilities. If the Nehalem City Manager becomes unable to carry out his duties assigned under this Agreement for any reason, he shall have the ability to designate an alternate for all or part of the responsibilities contained herein, subject to the approval of the majority of the Parties. The Nehalem City Manager shall provide the Parties with updates as necessary throughout the Term of this Agreement. Nothing in this Agreement shall preclude the Nehalem City Manager or his/her designee from performing other duties as may be required in his daily job duties, whether or not in relation to the work to be undertaken, as long as said duties do not conflict with the terms of this Agreement.

Section 2.4 **Responsibility of Parties.** The Parties agree to make payment in the amounts and under the conditions listed in Article III to Nehalem prior to Nehalem making payment to Beery Elsnore & Hammond, LLP, for any amounts due relating directly to Cable Franchise negotiations. The Parties also agree to assist the Nehalem City Manager and Negotiating Team in any way necessary and provide information and/or materials to him/them, upon request, in the performance of this Agreement and Cable Franchise negotiations itself.

Section 2.5 **Termination of Agreement.** This agreement will terminate 30 days after the final acceptance of the Parties' negotiated franchise by Charter. In accordance with ORS 190.020 (f), any individual Party may withdraw from this Agreement upon thirty (30) days written notice to all of the Parties. Each Party shall be responsible upon termination or withdrawal for its share of the total costs described in Article III incurred up to the date of termination or withdrawal. Such final share of all costs shall be paid within thirty (30) days to Nehalem upon receipt of an invoice from Nehalem upon that Party's withdrawal from this Agreement.

Article III. Payment

Section 3.1 **Payment.** The Parties agree to share all expenses, in equal amounts but with a maximum for each Party of one thousand dollars (\$1,000.00), for all invoices resulting from Beery Elsnore & Hammond, LLP, relating specifically to their work on the proposed Cable Franchise with Charter Communications, subject to this Agreement. Upon receiving an invoice from Beery Elsnore & Hammond, LLP, Nehalem shall immediately invoice the Parties in the amounts set forth by equal percentage of the total amount due. The Parties agree to remit their portion of the total payment to Nehalem within thirty (30) days upon receipt of the invoice from Nehalem. If it appears likely that total costs to the Parties will exceed the individual maximum of each Party, the Nehalem City Manager shall promptly inform the Parties as soon as such is known and may call a meeting of the Parties to discuss payment of such additional costs.

Section 3.2 **Failure to Pay.** If one of the Parties fails to make a required payment, Nehalem shall make up the difference to pay Beery Elsnore & Hammond, LLP, and will immediately bill the Party who failed to make payment for their share due, along with a fifty dollar \$50.00 administrative fee. Nehalem may also call the Parties to a meeting as described in Section 4.2 below. However, and notwithstanding this Section and Sections 4.2 and 4.3

below, if the Parties cannot reach an agreement to reimburse Nehalem for the amounts due, Nehalem may seek redress in any manner allowable under State and/or Federal law against the entity from whom payment has not been received.

Article IV. General Terms

- Section 4.1** **Amendments.** Terms of this Agreement may be amended by mutual, written consent of all of the Parties. Any such amendment shall not take effect unless it is in writing and executed by every Party to this Agreement.
- Section 4.2** **Dispute Resolution; Meeting.** The Parties agree that if a dispute arises pertaining to this Agreement, the Parties shall meet at a time and place convenient to them to discuss the dispute and attempt to reach resolution. If resolution cannot be found, the Parties in dispute agree to seek a mediator, agreeable to the affected Parties, with costs to be equally shared among them. If mediation fails, the Parties may pursue resolution through any means allowable under State and/or Federal law. If suit does occur, the prevailing party(ies) will be entitled to attorney fees and costs and disbursements.
- Section 4.3** **Indemnification.** To the extent allowed by law, and subject to the limitation expressed by Article XI, Section 7 of the Oregon Constitution, and the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, the Parties agree to hold harmless, defend and indemnify each other and the Nehalem City Manager against all claims, demands, losses, damages, injuries, costs, attorney fees, expenses, causes of action, judgments, penalties (contractual or otherwise) or other liability arising out of the Party's willful or negligent misconduct with respect to this Agreement, excepting any violation of this Agreement itself.
- Section 4.2** **Severability.** Should any Article, Section, sentence, phrase or word of this Agreement be rendered ineffective by action of a Court of Competent Jurisdiction, the remaining Articles, Sections, sentences, phrases or words shall remain in full force and effect.

Article V. Notification Addresses & Execution

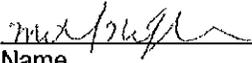
Executed this 15th day of March, 2011

Jurisdiction: Nehalem, City of

Address: PO Box 143

Nehalem, OR 97131

Email: nehalemch@nehalemch.net

Signed:  Max H. Hoff
Name Title

IGA also signed by the following cities:

- City of Coquille
- City of Coos Bay
- City of Bandon
- City of La Grande
- City of Baker City
- City of Klamath Falls
- City of Union
- City of Port Orford
- City of Hood River
- City of Rogue River
- City of Clatskanie
- City of Monmouth
- City of Independence
- City of Toledo



Beery Elsner
& Hammond LLP

RECEIVED MAY 03 2011

April 28, 2011

SENT VIA FIRST CLASS MAIL

Michael Nitzsche, City Manager
City of Nehalem
PO Box 143
Nehalem, OR 97131

Re: Legal Services

Dear Mr. Nitzsche:

This letter confirms that Beery, Elsner & Hammond, LLP ("BEH") has been engaged by the City of Nehalem ("City") to act as special legal counsel. Specifically, we will provide the City and the jurisdictions that are party to the Intergovernmental Agreement for the Joint Negotiation of Charter Communications Franchises with legal consultation and advice relative to renewal of the Charter Communications cable franchises and such other matters that you or the City's authorized representative(s) may assign to the firm. Total charges to the City for this representation shall not exceed \$5,000 without prior authorization from you.

Our rates for this work will be:

- \$225 per hour for partners and "of counsel";
- \$200 per hour for associates;
- \$125 per hour for paralegals;
- \$95 per hour for legal assistants.

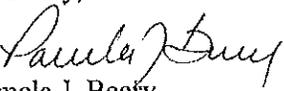
Any questions concerning this work should be directed to Nancy Werner. BEH will act at your direction in completing our work for the City. Any correspondence that we produce to third parties on this matter will be copied to you and others you deem appropriate.

We submit statements each month showing all services performed, who performed them and what the cost of the services was. We bill for out-of-pocket costs without markup.

April 28, 2011
Page 2

We are very appreciative of the opportunity to be of service to the City of Nehalem and the other jurisdictions in this effort. If you have any questions or concerns, please feel free to contact me.

Sincerely,


Pamela J. Beery

PJB/sb

BEH
BEH



Building & Grounds Committee

POST Meeting AGENDA

**September 24,
2012**

4:00 PM

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

**Chair Jackie Lawson
Beth Jones
Wes Scroggin
Murray Stewart
LaVonne Wilson**

1. Call to Order
2. Comments from the Public
3. Surplus real property
 - a. Farm house
Staff will get accurate estimates for repairs, prepare a staff report, and bring to the Council, likely at the second meeting in October
4. Community Development/Operations
Director's Report
5. Other
6. Adjournment

Building and Grounds Committee
Monday, September 24, 2012

1 Members Present: Acting Chair LaVonne Wilson, Beth Jones, and Wes Scroggin. Absent: Jackie Lawson
2 and Murray Stewart.

3 Also Present: Interim City Manager Jon Nelson, Mayor Brian Dalton, City Attorney Lane Shetterly,
4 Finance Director Cecilia Ward, Community Development/Operations Director Jason Locke,
5 Administrative Services Director Robert Spivey, and Recording Secretary Emily Gagner.

6 Acting Chair Wilson called the meeting to order at 4:23 p.m.

7 **Comments from the Public**

8 Acting Chair Wilson asked for comments from audience members. There were none.

9 **Surplus Real Property**

10 Mr. Locke reviewed his staff report. He reviewed the three options for the property, which included fixing
11 the property and renting it, selling the property as-is, or fixing the property and selling it. He noted a fourth
12 option would be to let it sit vacant and do nothing with it.

13 Council President Scroggin recommended the second option to the full Council, to sell the property as-is.
14 He added the Council could look at selling it as-is or fix it and sell it, but he wanted the property to get
15 sold.

16 Councilor Jones stated she would recommend making the repairs and then selling it because it was hard
17 enough to get funding. Mr. Shetterly noted the Council could sell the property on a land sales contract if
18 the purchaser couldn't get financing. He added that would shift the City's role from landlord to banker.

19 Mr. Locke indicated he could get a better estimate for repairs, noting the \$10,000 figure was on the outside
20 of what it would cost. He added the house was overall in good shape and had several attractive qualities.
21 He explained a few thousand dollars in repairs would be worth it so if the committee wanted to go in that
22 direction, he could get better estimates for the repairs.

23 It was moved by Council President Scroggin and seconded by Councilor Jones to forward options 2 and 3
24 to the Council for consideration. The motion carried unanimously.

25 **Community Development/Operations Director's Report**

26 Mr. Locke reviewed his division reports.

27 **Other**

28 There was no other business and the meeting was adjourned at 4:39 p.m.



Building & Grounds Committee

AGENDA

**September 24,
2012**

4:00 PM

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

**Chair Jackie Lawson
Beth Jones
Wes Scroggin
Murray Stewart
LaVonne Wilson**

1. Call to Order
2. Comments from the Public

This time is provided for citizens to address the Committee on any matters, including agenda items. This is the only time during the meeting that the public will be allowed to speak.

3. Surplus real property **p. 2**
 - a. Farm house
4. Community Development/Operations
Director's Report **p. 27**
5. Other
6. Adjournment



Memo

To: Buildings and Grounds Committee
From: Jason Locke, Community Development/Operations Director
Date: September 19, 2012
Re: Status of City-owned Farmhouse at 11235 Orrs Corner Road

The City purchased a house on 5 acres of land on Orrs Corner Road in 2000 as part of the sewer plant upgrade in combination with the poplar farm and additional surrounding farmland (The City paid \$225,000 for the farmhouse property). The farmland is currently leased to a 3rd party and is in active agricultural production. The farmhouse property is now vacant, having been leased to various parties since 2001. Since the City no longer needs the farmhouse property, staff is bringing this matter to the Committee to determine what should be done with the property.

Staff believes that there are 3 options:

- 1) **Continue to rent the property.** In order to continue to rent the property, we would need to make some repairs, including sheetrock work, a well pump protection room, and some other miscellaneous maintenance items. Cost of these items would probably run less than \$10,000. Based on the current market, \$1000/mo would be a reasonable rent.
- 2) **Sell the property as-is.** Without making any repairs, and having a local realtor perform a market analysis on the property, a reasonable listing price would be \$200- 210,000. The property could be listed immediately under this scenario. Keep in mind that an as-is sale can be difficult due to bank financing restrictions.

- 3) **Sell the property after making needed improvements outlined in 1) above.** By making the necessary repairs, the property could be listed between \$220-230,000 according to a local realtor. The property could be placed on the market after the repairs are completed.

Keep in mind that any sale of the property would require a public process that can be outlined by the City Attorney. If the sale option were selected, staff would engage the services of a local realtor to sell the property.

MEMORANDUM

To: Jason Locke, Community Development Director
CC: Fred Braun, Director of Engineering & Environmental Services
From: Ted Cuno, Building Official 
Date: 8/28/2012
Re: City Farm House

Mr. Locke,

Today, at 10AM I did the final “walk-thru” inspection of the city owned farmhouse at 11235 Orrs Corner Road. On site was Scott Lamb, his wife and children, plus a family friend over to help pack and clean. As the family was not moved out at this time, this was more of a general walk-thru rather than a “full” inspection.

The general condition of the house was good without many items needing repair or replacement. Having said that, there are a few items of concern. They are as follows:

- The smoke detector in the hallway is missing. *(I would recommend installing current code complying smoke and CO2 detectors in the hallway, bedrooms, and one downstairs)*
- The masonry chimney is blocked off and not useable at this time. A woodstove has been installed [permit?] in the basement and will be removed. *(The chimney flue system needs to get cleaned and inspected for service before next use.)*
- This past winter the basement had 5 to 6 inches of water on the floors and up the walls. The bottom 12 inches of sheetrock has been removed and not replaced on some of the partion walls. The existing carpet was

removed, but replaced only in half of the basement. The half that was not replaced has a floor drain that had been carpeted over and did not allow the water to drain. *(Finish removing the glue and carpet from the half that has the floor drain. Seal the floor and walls with concrete paint. Repair the sheetrock as needed and repaint.)*

- Scott stated that the well water was not drinkable, something that Fred Braun is aware of. *(The water system for this property has had problems in the past. I would recommend looking at replacing the current system not just servicing the existing one. In addition, consideration should be given to insulate and provide heat for the water system equipment as it has frozen in the past.)*
- The arbor on the front of the house has framing members that are visibly rotten. *(Remove the complete arbor as it appears to have once been a patio cover with the roof cover now removed)*

I would like to have a closer look at the property after the tenant is completely out. I have concerns with the landscaping against the exterior and plumbing fixtures inside; both areas that can promote dry rot.

POLK COUNTY WEBMAPS
Real Property Map Summary for the
Current Tax Year

Account Info

Map Taxlot:	753600 1001	Property Class:	<u>401</u>
Account Number:	419914	RMV Property Class:	<u>401</u>
Acres:	3.63	MA:	04
Sq Ft:	158123	SA:	26
Primary Situs:	11235 ORRS CORNER RD RICKREALL	NH:	000
		Value Unit:	38854- 2

Owner Info

Owner: **CITY OF DALLAS**
Mailing Address: **187 COURT ST SE DALLAS, OR
97338**

Value Summary Info (*AV: Assessed Value, RMV: Real Market Value*)

Taxcode:	AV Land:	AV Impr.:	AV Total:	RMV Land:	RMV Impr.:	RMV Total:
0204	77410	139310	216720	120130	163220	283350
			=====			=====
Grand Total			216720			283350

Property Info

Number Houses: **1** Number Buildings: **3**
FloorPlanImage: **[Click to view image](#)**

Sales Info

Book/Year: **2000** Document Type: **WARRANTY DEED**
Page: **9341** Date: **8/22/2000**

Source ID: Price: **\$225000**

Note: The above sales information may include additional tax lots.

Improvement Info

Stat Class:	142	Code Area:	0204
Stat Class Type:	RESIDENCE	Stat Class Desc:	One story with basement
Year Built:	1950	Effective Year:	1985
Total Sq Ft:	2642	Living Rooms:	1
Dining Rooms:	1	Kitchens:	1
Family Rooms:	1	Bed Rooms:	3
Full Baths:	1	Fireplaces or Woodstoves:	1
Half Baths:	1	Utility Rooms:	1
Other Rooms:	1	Heating Type:	FORCED AIR HEATING
First Floor Sq Ft:	1321	Garage 1 Sq Ft:	440
Basement Unfin:	0	Basement LC Fin:	1321

Improvement
Image: [Click to view image](#)

Stat Class:	300	Code Area:	0204
Stat Class Type:	FARM BLDG	Stat Class Desc:	Farm Bldg
Effective Year:	1953	Total Sq Ft:	3072

Improvement
Image: [Click to view image](#)

Stat Class:	300	Code Area:	0204
Stat Class Type:	FARM BLDG	Stat Class Desc:	Farm Bldg
Effective Year:	1974	Total Sq Ft:	1120

Improvement
Image: [Click to view image](#)

Tax Info

Account ID:	Tax Year:	Original Tax Due:
419914	2011	\$2307.88

**City, County, Fire, School
Districts & Land Size Info**

Account Number:	Taxcode:	Acres:	District:
419914	0204	3.63	SOUTHWEST RFPD
419914	0204	3.63	DALLAS SD 2 BONDS AFTER 2001
419914	0204	3.63	POLK COUNTY
419914	0204	3.63	DALLAS SD 2

Disclaimer: The information presented on this report was generated to support county business. The county makes every effort to keep this information current and accurate. However, the county is not responsible for errors, misuse, omissions, or misinterpretations. Please contact the Polk County Assessor's Office for clarification and explanations. Report generated on: 8/27/2012 using data produced on: 1/4/2012.







farmhouse



Polk County Web Maps v. 2.0

Disclaimer: This map was produced using Polk County GIS data. The GIS data is maintained by the County to support its governmental activities. This map should not be used for survey or engineering purposes. The County is not responsible for map errors, omissions, misuse or misinterpretation.

Printed 08/27/2012

POLK COUNTY WEBMAPS
Real Property Map Summary for the
Current Tax Year

Account Info

Map Taxlot:	85 100 305	Property Class:	<u>450</u>
Account Number:	470812	RMV Property Class:	<u>400</u>
Acres:	1.77	MA:	04
Sq Ft:	77101	SA:	26
Primary Situs:		NH:	000
		Value Unit:	38854-2

Owner Info

Owner: **CITY OF DALLAS**
Mailing Address: **187 COURT ST SE DALLAS, OR 97338**

Value Summary Info (*AV: Assessed Value, RMV: Real Market Value*)

Taxcode:	AV Land:	AV Impr.:	AV Total:	RMV Land:	RMV Impr.:	RMV Total:
0204	1600	0	1600	46990	0	46990
			=====			=====
Grand Total			1600			46990

Property Info

Number Houses: **0** Number Buildings: **0**

Sales Info

Book/Year:	2000	Document Type:	WARRANTY DEED
Page:	9341	Date:	8/22/2000
Source ID:		Price:	\$225000

Note: The above sales information may include additional tax lots.

Tax Info

Account ID:	Tax Year:	Original Tax Due:
470812	2011	\$17.05

**City, County, Fire, School
Districts & Land Size Info**

Account Number:	Taxcode:	Acres:	District:
470812	0204	1.77	SOUTHWEST RFPD
470812	0204	1.77	POLK COUNTY
470812	0204	1.77	DALLAS SD 2 BONDS AFTER 2001
470812	0204	1.77	DALLAS SD 2

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Rickreall, OR

HOMES ▾

Buy Rent Advice Mortgage Local

[Get a free Preapproval with Wells Fargo Home Mortgage »](#)

PUBLIC RECORD

11235 Orrs Corner Road, Rickreall OR 97371

Home Facts

Map & Nearby

Refinance

Comparables

Sales Trends

Schools



Trulia Estimate **\$261,000** [Too high?](#) [Too low?](#)

Are you the owner? [Add facts](#) to improve this estimate. Request a [professional estimate](#) from a local expert.

Bedrooms: 3

Bathrooms: 1½

Property type: **Single-Family Home**

Size: **2,642 sqft**

Lot: **3.55 acres**

Year built: **1950**

Added on Trulia: **days ago**

Zip: **97371**

[See your Credit Score Instantly! -\\$0](#)

[View large map](#)

[Contact an agent](#)

[Edit home facts](#)

[Follow home](#)

[Share](#)

[2012 Credit Score](#)

[More](#)

Description provided by Trulia

This is a Single-Family Home located at 11235 Orrs Corner Road, Rickreall OR. 11235 Orrs Corner Rd has 3 beds, 1 ½ bath, and approximately 2,642 square feet. The property has a lot size of 3.55 acres and was built in 1950. The average list price for similar homes for sale is \$259,597 and the average sales price for similar recently sold homes is \$169,510. 11235 Orrs Corner Rd is in the 97371 ZIP code in Rickreall, OR. The average list price for ZIP code 97371 is \$380,639.

Public Records for 11235 Orrs Corner Rd

Official property, sales, and tax information from county (public) records as of 10/2011:

- Single Family Residential
- 1 Partial Bathroom
- Built In 1950
- Parking: Garage
- Roof: Composition Shingle
- Tax Rate Code Area: 0204
- 3 Bedrooms
- 2,642 sqft
- Stories: 1 story with basement
- Parking Spaces: 2
- Basement: Basement (not specified)
- 1 Bathroom
- Lot Size: 3.55 acres
- Heating: Forced air unit
- Exterior Walls: Combination
- Fireplace
- County: Polk

feedback

Property Taxes for 11235 Orrs Corner Rd

Year	Value	Land		Improvements		Total	Tax
2011	Market	\$120,140	+	\$158,960	=	\$279,100	
2011	Assessed	\$75,160	+	\$135,250	=	\$210,410	\$2,308

Source: Public Records

[This property may be overassessed. Find Out Now »](#)

Rate and Review the area around 11235 Orrs Corner Rd

<p>Rate this area: <input type="text"/> Rate it</p> <p>Rate these categories:</p> <p>Safety <input type="text"/> Rate it</p> <p>Pet-friendly <input type="text"/> Rate it</p> <p>Walkability <input type="text"/> Rate it</p> <p>Restaurants & Shopping <input type="text"/> Rate it</p> <p>Rate and Review</p>	<p>Overall area rating: We need more ratings to calculate an average.</p> <p>Top rated categories:</p> <p><input type="text"/> Traffic</p> <p><input type="text"/> Cleanliness</p> <p><input type="text"/> Safety</p> <p><input type="text"/> Schools</p> <p>Total ratings: 12 View all ratings Last updated 7 hours ago</p>
--	---

Location Information near 11235 Orrs Corner Rd

Comparables	Schools	Estimates	Crimes	Amenities	Transit
-------------	---------	-----------	--------	-----------	---------

feedback



September 17, 2012

Jason Locke
City of Dallas
Dallas, Oregon 97388

Re: 11235 Orrs Corner Road

Dear Mr. Locke:

First of all, let me thank you for requesting my assistance in this matter! Secondly, if you have any questions at all, please call!

This letter and attachment will serve as a Comparative Market Analysis. A Comparative Market Analysis is not an appraisal and is not intended to meet the requirements set forth in the Uniform Standards of Professional Appraisal Practice. It is my opinion of approximately what your home should list for in this market.

After reviewing the comparable solds, it is my opinion that this property should list in the range of \$220,000 and \$230,000 with the changes you had suggested. (Well housing, clean up in the basement, etc.)

Thank you for the opportunity to deliver this information to you. Please do call me if you have questions.

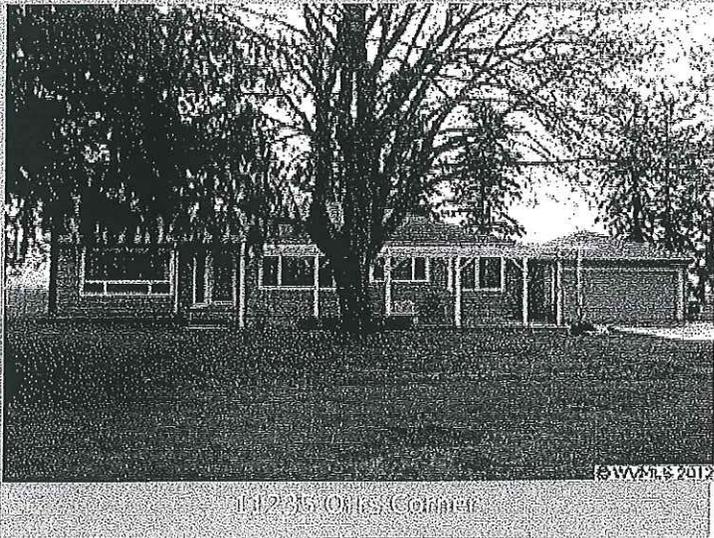
Sincerely,

A handwritten signature in black ink, appearing to read "Yolanda Zuger".

Yolanda Zuger, ABR, GRI, CRS, Broker
Licensed in the State of Oregon
Windermere Western View Properties
484 NE Bovard Road SE
Dallas, Oregon 97338
503-623-2333

COMPARATIVE MARKET ANALYSIS

CMA Presentation



Prepared for:
Jason Locke, City of
Dallas

Wednesday, September
12, 2012

Prepared By:
YOLANDA ZUGER
WINDERMERE/WSTN VIEW-
BRANCH
484 NE BOVARD RD
DALLAS, OR 97338

Agent: (503) 580-7031
yolanda@yolandazuger.com

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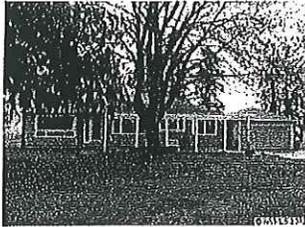
SUBJECT PROPERTY DETAIL



Address	11235 Orrs Corner	Baths	1
City	Dallas	Beds	2
State	OR	Approx Total SqFt	1321
Garage Type	Detached	Year Built	1950
Tax Amount		Acres	5.00
FIREPLACE	Living Room, Wood	Zoning	
FLOOD PLAIN	No		
FLOORING	Carpet, Wood		
HEATING-COOLING	Oil, Forced Air		
OUTBUILDINGS	Barn, Separate Shop		
RANGE FACILITY	Electric, Range		
SEWER	Included		
RV/CAMPER PAD	Septic		
ROOF	Area/Room for		
SIDING	Composition		
	Cedar, Shake		

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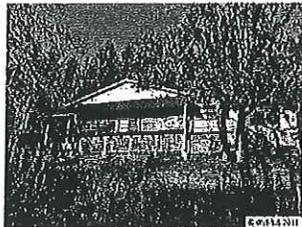
COMPARABLE REPORT



MLS # Subj Prop Temp-
 31351
Address 11235 Orrs Corner
Price
Adj Price \$0

Status	Subject Property	Approx Total	1321
		SqFt	
Days On Market		
Acres	5.00		
Baths	1		
Beds	2		
OUTBUILDINGS	Barn, Separate Shop		

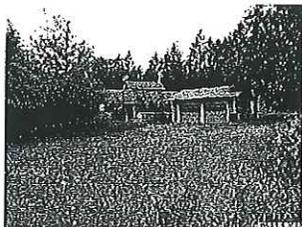
Pub Rmrks:



MLS # 646781
Address 16250 Oakdale Rd
Price \$200,000
Adj Price \$200,000

Status	ACTIVE	Approx Total	1288
		SqFt	
Days On Market	302		
Acres	5.38		
Baths	2		
Beds	3		
OUTBUILDINGS	Separate Shop		

Pub Rmrks: Great buy on a country home! Modest 3 bedrooms, 2 bath single level home with attached carport. Skylight, island and cherry wood floors in kitchen. Propane fireplace in living room with slider to deck. Solar tube in main bath. Separate 3 bay shop with 2 stalls on end. Approx. 1.5 acres flat pasture in front of house. LOW county taxes on deferral. Way off the main road, it's a country get away!

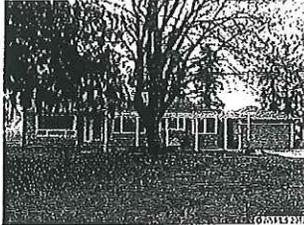


MLS # 653488
Address 1865 Pioneer Rd
Price \$285,000
Adj Price \$285,000

Status	ACTIVE	Approx Total	3584
		SqFt	
Days On Market	94		
Acres	5.46		
Baths	3		
Beds	4		
OUTBUILDINGS	Barn		

Pub Rmrks: Great Buy! 5.46 acresâ€¦.3584 SF homeâ€¦24 X 36 Pole Barnâ€¦. Shopâ€¦All for \$285,000!! 1.5 Story home with finished daylight basement nestled amidst tall trees. 4 acres forest, plus pasture, and total privacy. Lower level with second kitchen provides potential for dual living. Master Suite and 2nd bedroom on main level. 2 additional bedrooms plus full bath on lower level. 15 X 15 office with deck on upper level. Heat Pump, wrap around deck on main floor. Priced for immediate sale!!

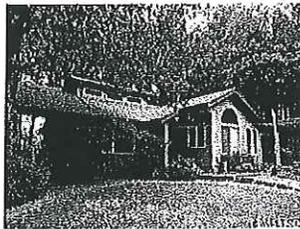
COMPARABLE REPORT



MLS # Subj Prop Temp-31351
 Address 11235 Orrs Corner
 Price
 Adj Price \$0

Status	Subject Property	Approx Total	1321
		SqFt	
Days On Market			
Acres	5.00		
Baths	1		
Beds	2		
OUTBUILDINGS	Barn, Separate Shop		

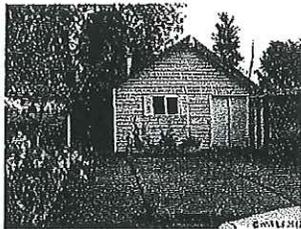
Pub Rmrks:



MLS # 655015
 Address 18005 Oakdale Rd
 Price \$294,900
 Adj Price \$294,900

Status	ACTIVE	Approx Total	1622
		SqFt	
Days On Market	58		
Acres	8.54		
Baths	2		
Beds	3		
OUTBUILDINGS	Shed		

Pub Rmrks: VERY PRIVATE FOREST WONDERLAND SETTING just minutes from the heart of Dallas. Approx 560 sqft of decking to enjoy the serene setting. Vaulted clg w/cellestory windows for LR. large arched windows in MBed overlooking backyard. Deer fenced garden area. U/G sprinklers. Japanese landscaping w/ bench. Outdoor sauna & shower w/cov. 8x9 deck. 10x16 wood shed. Seller states ample well (7GPM on 1 hr test in 1978 per log, 125' deep) Seller states substantial timber value in 30 to 60 year old fir.

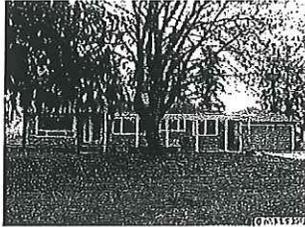


MLS # 652738
 Address 10995 Briedwell Rd
 Price \$225,000
 Adj Price \$225,000

Status	SOLD	Approx Total	1570
		SqFt	
Days On Market	34		
Acres	6.87		
Baths	1		
Beds	3		
OUTBUILDINGS	Barn, Shed, Separate Shop		

Pub Rmrks: Here is an opportunity to have almost 7 acres. Room for horses, cross fenced, timber and a full fruit tree orchard with pears, plumbs, cherries, apples. Heated shop with 220. The house is in good shape with a great country kltchen at the center of it all. In the country yet close enough to town. It's on the bus line! 100 year flood plain.

COMPARABLE REPORT



MLS # Subj Prop Temp-
31351
Address 11235 Orrs Corner
Price
Adj Price \$0

Status	Subject Property	Approx Total	1321
		SqFt	
Days On Market		
Acres	5.00		
Baths	1		
Beds	2		
OUTBUILDINGS	Barn, Separate Shop		

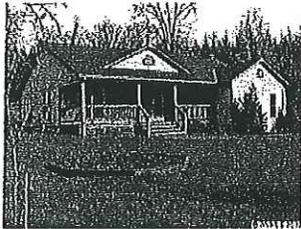
Pub Rmrks:



MLS # 645199
Address 17890 Falls City Rd
Price \$230,000
Adj Price \$230,000

Status	SOLD	Approx Total	1056
		SqFt	
Days On Market	272		
Acres	3.40		
Baths	1		
Beds	2		
OUTBUILDINGS	Barn, Separate Shop		

Pub Rmrks: Amazing Hobby Farm! Treed, lot's of pasture, fenced & cross fenced, garden, seasonal creek, 24x28 barn/storage, 24x26 open covered RV storage & a 24x36 shop & wood storage area! Cute, Clean One Level Ranch Style House with lots of updating, vinyl windows, insulated floors/ceilings, lots of laminate flooring, utility room & two car garage. This is a charmer on 3.40 acres!



MLS # 650688
Address 15115 Strong Rd
Price \$285,000
Adj Price \$285,000

Status	SOLD	Approx Total	1571
		SqFt	
Days On Market	132		
Acres	5.00		
Baths	2		
Beds	3		
OUTBUILDINGS			

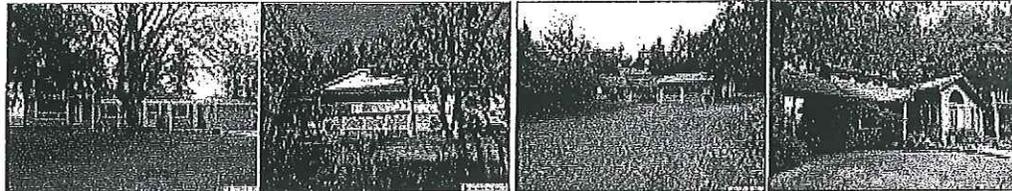
Pub Rmrks: Very Well-maintained property! Great floor plan makes this home feel much bigger! Nice Kitchen space with large island/eating bar. Wide hallways. Space for walk-in pantry. Huge windows with views of the park-like setting. Charming covered porch. On demand hot water heater. Lovely, private setting with lots of trees. What a wonderful place to call home!

Residential with Acreage Summary Statistics

	HIGH	LOW	AVERAGE	MEDIAN
LP:	\$309,900	\$200,000	\$258,966	\$262,000

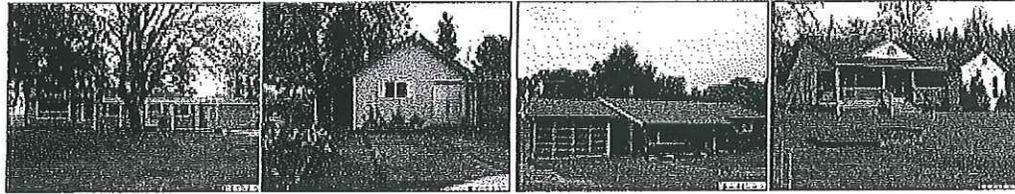
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COMPARABLE REPORT



MLS #	Subj Prop Temp-31351	646781	653488	655015
Price		\$200,000	\$285,000	\$294,900
City	Dallas	Dallas	Dallas	Dallas
Bd	2	3	4	3
Ba	1	2	3	2
SqFt	1321	1288	3584	1622
Yr Blt	1950	1978	1985	1981
Acres	5.00	5.38	5.46	8.54
HEATING-COOLING	Oil, Forced Air	Electric, Forced Air	Electric, Heat Pump	Electric, Wood, Stove, Baseboard
WATER	Well	Well	Well	Well
OUTBUILDINGS	Barn, Separate Shop	Separate Shop	Barn	Shed
Status	Subject Property	ACTIVE	ACTIVE	ACTIVE
Closing Date				
Sold Price				
Adjusted Price	\$0	\$200,000	\$285,000	\$294,900

COMPARABLE REPORT



MLS #	Subj Prop Temp-31351	652738	645199	650688
Price		\$225,000	\$230,000	\$285,000
City	Dallas	Dallas	Dallas	Dallas
Bd	2	3	2	3
Ba	1	1	1	2
SqFt	1321	1570	1056	1571
Yr Blt	1950	1953	1971	2000
Acres	5.00	6.87	3.40	5.00
HEATING-COOLING	Oil, Forced Air	Oil, Forced Air	Electric, Wood, Forced Air	Electric, Stove, Forced Air
WATER	Well	Well	Private/Community/Dist	Private/Community/Dist
OUTBUILDINGS	Barn, Separate Shop	Barn, Shed, Separate Shop	Barn, Separate Shop	
Status	Subject Property	SOLD	SOLD	SOLD
Closing Date		6/26/2012	6/18/2012	8/9/2012
Sold Price		\$225,000	\$230,000	\$285,000
Adjusted Price	\$0	\$225,000	\$230,000	\$285,000

Residential with Acreage Summary Statistics				
	HIGH	LOW	AVERAGE	MEDIAN
LP:	\$309,900	\$200,000	\$258,966	\$262,000
SP:	\$285,000	\$225,000	\$246,666	\$230,000

CMA SUMMARY REPORT

Residential with Acreage Summary Statistics				
	HIGH	LOW	AVERAGE	MEDIAN
LP:	\$309,900	\$200,000	\$258,966	\$262,000
SP:	\$285,000	\$225,000	\$246,666	\$230,000

Residential with Acreage - Active									
Stat	Acres	Address	City	SqFt	DOM	LP	\$/SqFt	SP	\$/SqFt
ACT	5.38	16250 Oakdale Rd	Dallas	1288	302	\$200,000	\$155.28		
ACT	5.46	1865 Pioneer Rd	Dallas	3584	94	\$285,000	\$79.52		
ACT	8.54	18005 Oakdale Rd	Dallas	1622	58	\$294,900	\$181.81		
					Avg	Avg	Avg	Avg	Avg
					151	\$259,966	\$138.87		

Residential with Acreage - Sold									
Stat	Acres	Address	City	SqFt	DOM	LP	\$/SqFt	SP	\$/SqFt
SLD	6.87	10995 Briedwell Rd	Dallas	1570	34	\$225,000	\$143.31	\$225,000	\$143.31
SLD	3.40	17890 Falls City Rd	Dallas	1056	272	\$239,000	\$226.33	\$230,000	\$217.80
SLD	5.00	15115 Strong Rd	Dallas	1571	132	\$309,900	\$197.26	\$285,000	\$181.41
					Avg	Avg	Avg	Avg	Avg
					146	\$257,966	\$188.97	\$246,666	\$180.84

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Community Development/Operations Department

Memo

To: Buildings and Grounds Committee
From: Jason Locke, Community Development/Operations Director
Date: September 19, 2012
Re: Department Report

An update of various Community Development/Operations activities and information is attached.

In addition:

With the sale of the Weyerhauser properties, Comm Dev staff has been talking with and meeting the new owners of the various properties. We are also continuing to staff the Residential Street Funding CAC, which is making good progress.

The Building Division has been doing plan reviews for the City of Woodburn under an Intergovernmental Agreement. Our staff has reviewed 3 or 4 major commercial projects, which has and will continue to generate extra revenue for the City.

The Aquatic Center held a Member Appreciation BBQ on September 16. This event is a way to thank the members for their support, and there were approximately 120 members in attendance. Revenue for the 1st 2 months of the fiscal year is \$10,000 higher than last year.

The 800/900 block of Main Street Urban Renewal public involvement process is going very well. There will be a public OPEN house on October 2 from 5-7 p.m. to get additional feedback, after which time the URDAC will make a recommendation to the Agency regarding the preferred Option. (See the attached survey results, which were put together by Patti Senger. A most excellent job!!).

The Economic Development Commission will be reviewing a Consolidated EcoDevo Strategy and making a recommendation to the Council about some projects that should move forward.

The two new staff vehicles for the Fire Department are almost ready to be put into service. The Fleet staff has done a great job building these vehicles to the Fire Dept specs.

September 18, 2012

Recent Business Activity

- Weyerhaeuser property sold to various owners
- Bike Shop and Residence at 365 Main St. – bough small shop next door to the north. Designing new building for larger site; will open bike shop in existing building in near future
- West Valley Hospital Phase Remodel – in progress
- Coffee shop at 1042 Main St under new management – weekends only
- Tan Republic open at Jasper Crossing
- Former TTM Building – no new activity
- Armory building gone; environmental issues being resolved
- Paradise book shop moved into half the Guy's Hardware building
- Electric Peddler moving in to other half of Guy's Hardware building
- Verizon Wireless Communication facilities – approved but not installed
- Wal-Mart remodel and expansion – probably 2013
- Cupcake shop under ownership reorganization – plan to reopen soon
- Garden center open soon on Mill Street
- Itinerant Merchant activity high this year – farm stands
- Polk County Bouny Farmers Market having best year ever (3rd year)
- Vacancy inventory attached

Dallas, OR updated Sept. 2012

Vacant Commercial Property Street Address	Property Owner	Property Mgmt. / Contact	Status
143 SW Court St. 168/172 SW Court St.	S & G Dallas LLC S & G Dallas LLC	Jennifer Hand - Gall Real Estate Jennifer Hand Gall Real Estate	1050 sq.ft. / \$.95 per sq.ft. listed for sale \$250,000
180 SE Mill St. 180 1/2 SE Mill St	Ronald Burch Ronald Burch	Angor / 503-623-5561 Angor / 503-623-5561	1200 sq.ft. / \$600 per month 2000 sq.ft. / \$821 permonth
156 SW Ash St.	Jeff Thomas	503-930-6694	\$1500 per month
820 SW Church St	Jackie and Eric Jacobs	Savannah Realty 503-569-0241	listed for sale \$450,000
680 Main Street 827 Main Street	Loren and Gary Cooley Jennifer Goodman	Les Ohler Jennifer Goodman	14,500 sq.ft. for sale \$300,000 no info available
233 SW Washington	Kaur Parvinder	Kaur Parvinder	not available / used for storage
165 Orchard Drive	Cory and Melinda Seibert	503-623-6221	for sale or lease - negotiable
289 E. Ellendale	Julia Cummings Trust	Angor / 503-623-5561	1020 s.ft. / \$962 per month
210 W. Ellendale	Commercial Investment Assoc.	C.I.A. / Mitch Teal 503-851-8325	\$15 per sq.ft. annual
Vacant Industrial Property 1270 Monmouth Cutoff	Citizen Soldier LLC	Larry Bennett 503-508-4536	for sale or lease - sectional
888 Monmouth Cutoff	McKibbon	David	(2000 sq.ft \$1100) (2500 sq.ft. \$1400)
1378 Jefferson St.	AFB Enterprises Inc.	C.I.A./ Mitch Teal 503-851-8325	110,000 sq.ft. / \$0.36 per sq.ft. monthly

PW OPERATIONS

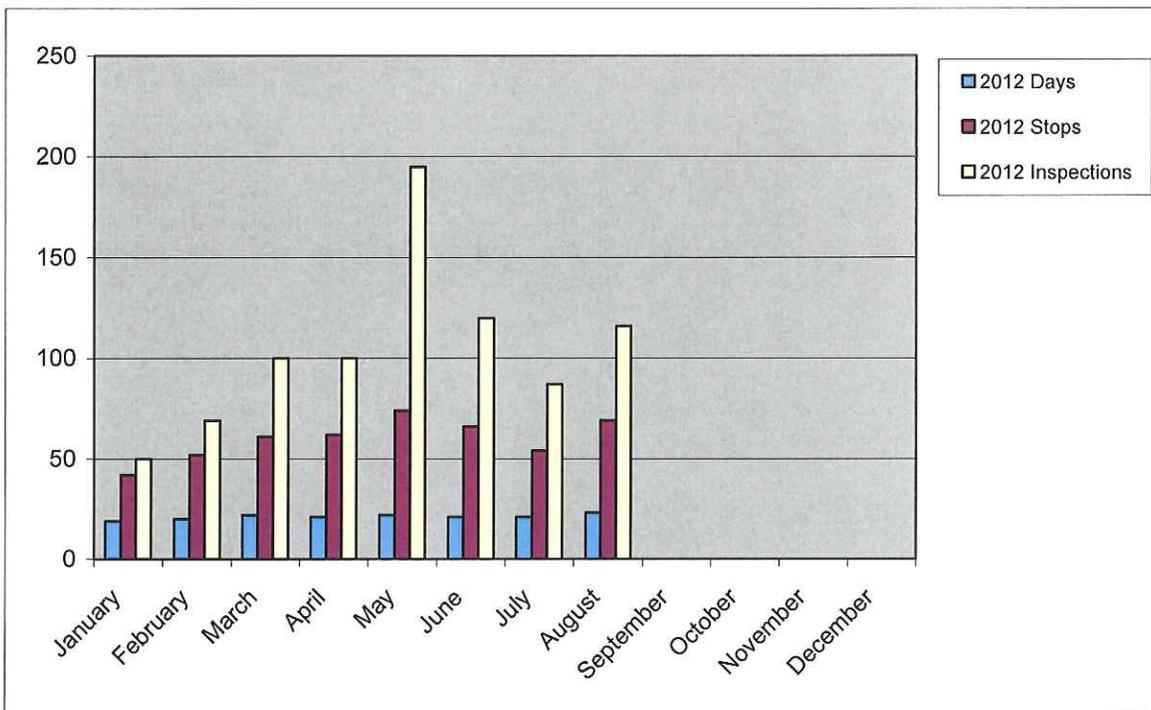
Projects to complete

- 1) ~~Court St water line repairs from Main to Church (plus new valves on Main)~~
- 2) ~~I&I projects: Manhole grouting A Denton line~~
- 3) Shop siding and windows
- 4) Install new lights at shops
- 5) Install 2 Dallas signs, ~~Godsey~~ and E. Ellendale
- 6) ~~Grind and overlay Court St from Jefferson through Church intersection~~
- 7) ~~Weed spraying~~
- 8) ~~Police parking signs and 3 hour in back of city hall~~
- 9) ~~Cleaning sewers — maintenance and Camera~~
- 10) Street signs upgrades
- 11) ~~Start street painting~~
- 12) ~~Crosswalk a @jasper and Ellendale~~
- 13) ~~ADA ramps: Morrison School and north side of Washington (E-W only)~~
- 14) ~~ADA space at Fire station~~
- 15) ~~Replace City Hall Sewer lateral~~
- 16) ~~Dig out RR stuff on Church prior to overlay~~
- 17) ~~Courts street sign and RG work~~
- 18) ~~Monmouth Cutoff shoulder rock~~
- 19) ~~No outlet sign on Collins drive~~
- 20) Mike and Megan Water and meter reading - ongoing
- 21) ~~River Drive pumps~~
- 22) Asphalt berms – 665 River at hill and 1311 Fairview
- 23) Storm drain ditch redo at 665 River
- 24) Bridlewood pump station generator and enclosure
- 25) ~~Ash Creek cleanout~~
- 26) NE Quadrant Kings Valley Hwy drainage (CIP) Spring '13
- 27) ~~Smoke test River Dr Lift station basin~~
- 28) ~~Smoke test Bridlewood basin~~
- 29) Crack Sealing – Various locations for 2 weeks
- 30) Bridge Repairs
- 31) Storm ditch at SW Hunter
- 32) Complete shop residing and paint

BUILDING

2012

	Days	Stops	Inspections	Average Stops	Average Inspections
January	19	42	50	2.21	2.63
February	20	52	69	2.60	3.45
March	22	61	100	2.77	4.54
April	21	62	100	2.95	4.76
May	22	74	195	3.36	8.86
June	21	66	120	3.14	5.71
July	21	54	87	2.57	4.14
August	23	69	116	3.00	5.04
September					
October					
November					
December					
YTD Total	169	480	837	2.84	4.95





memo

Fleet Management

DATE: Sep 10, 2012

TO: Jason Locke

CC: Patti Senger

FROM: Tom Dick, Fleet Management Foreman

RE: Monthly hours and parts cost August 2012

→ For the month of August 2012 budget 58-075-50-6245 costs and labor hours for various departments as follows

Public Works, 205 hours, \$1447.79 parts

Police, 18 hours, \$1215.70 parts

Fire, 1 1/2 hours, \$834.96 parts

EMS, 10 hours, \$84.03 parts

Parks, 10 1/2 hours, \$129.31 parts

Comm Dev, 2 hours

Aquatic Center, 5 1/2 hours

DPSST, 20 hours, \$4596.72 parts, Reimbursable back into budget

Independence Police, 9 1/2 hours

SW Polk Rural Fire, 15 1/2 hours

Monthly Report Dallas Aquatic Center

Month August 2012

Revenue	August	Fiscal YTD
General Admission	\$ 19,935	\$ 38,430
Annual Membership	\$ 10,861	\$ 24,777
Concessions/Pro	\$ 7,139	\$ 13,439
Pool Rentals/ Parties	\$ 720	\$ 2,120
Other	\$ 6,714	\$ 15,860
Total \$	\$ 45,369	\$ 94,626

Expenditures	August	Fiscal YTD

Memberships:	August	July
Annual Pass	901	893
Bill to Insurance Ann Pass	24	15
6-mo Swim Team	0	1
total	925	909
3-mo Water Aerobics	13	1
Monthly Attendance:	YTD	
August	10,519	20,640

	August	YTD
Natural Gas		
Electricity		

Volunteers:	This Month:	YTD
Junior Guards # 19	185	384
Water Aerobics # 12	126	247
Halloween Event #19		
Kids Triathalon #3		9



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- [Support Center](#)
- [Other Options](#) ▶
- [Logout](#)

24 Open Activities Assigned To Police Clerk:



View

Calendar
To Do List

Lists

Assigned To
Assigned By
Department
All
Upcoming

FILE NUMBER	PRIORITY	ACTIVITY TYPE	ASSIGNED DATE	DUE DATE	CREATED BY	APPROVAL STATUS
12-000010	Normal	Inspection	09/04/2012	09/08/2012 - 03:35 PM	Police Clerk	
<p>File Type: NEW CASE</p> <p>Activity Desc: ET...RE-INSPECT <i>Today</i></p> <p>Description: JONATHAN AVE...1610 SE...LIC#TJJ178...1993 WHITE TOYOTA CAMRY STORED ON THE STREET W/CURRENT TAGS...DEBRIS UNDER CAR...OTHER CASE ON THIS CAR LAST YEAR</p> <p>Citizens: TAINA STURDIVANT (Property Owner)</p> <p>Alerts:</p>						
12-000215	Normal	Inspection	06/04/2012	10/26/2012 - 08:06 AM	Police Clerk	
<p>File Type: NEW CASE</p> <p>Activity Desc: ET...RE-INSPECT <i>Oct 26, 12</i></p> <p>Description: ELLENDALE AVE...573 E SP#38...MR REDDING IS THE OWNER OF THE MANUFACTURED HOME AND IS WORKING TOWARD FIXING AND CLEANING UP THE THE TRAILER</p> <p>Citizens: JUSTIN REDDING (Property Owner)</p> <p>Alerts:</p>						
12-000244	Normal	Inspection	08/27/2012	10/30/2012 - 08:21 AM	Police Clerk	
<p>File Type: NEW CASE</p> <p>Activity Desc: ET...RE-INSPECT <i>Oct 30, 12</i></p> <p>Description: FAIRVIEW AVE...1343 SW...ZONING: A METAL BUILDING TO THE NORTH OF HOME ATTACHED TO HOME AND EXTENDING TO WITH IN 12 TO 14 INCHES OF THE NORTH PROPERTY LINE FENCE...</p> <p>Citizens: ALEJANDRO CALVO (Complainant), ELIZABETH GILES (Tenant), ROSS WILLETT (Property Owner)</p> <p>Alerts:</p>						
12-000290	Normal	Inspection	08/25/2012	09/17/2012 - 03:45 PM	Police Clerk	
<p>File Type: NEW CASE</p> <p>Activity Desc: ET...RE-INSPECT <i>Today</i></p> <p>Description: SHELTON ST...1307 SE...SCATTERING RUBBISH: SCREEN DOOR, MATTRESS/BOX SPRING AND MISC WOOD STORED ON THE PROPERTY IN PUBLIC VIEW</p> <p>Citizens: CHRISTOPHER WENDLANDT (Property Owner)</p> <p>Alerts:</p>						
12-000297	Normal	Inspection	08/07/2012	02/03/2013 - 08:48 AM	Police Clerk	
<p>File Type: NEW CASE</p> <p>Activity Desc: ET...RE-INSPECT <i>Feb 3, 13</i></p> <p>Description: ASH ST...717 SE...DANGEROUS BUILDING: A WOOD SHED ATTACHED TO THE SOUTHEAST CORNER OF HOME FALLING DOWN...</p> <p>Citizens: DONALD EWING (Property Owner)</p> <p>Alerts:</p>						

12-000302	Normal	Inspection	08/20/2012	09/17/2012 - 04:51 PM	Police Clerk
<p>File Type: NEW CASE</p> <p>Activity Desc: <u>ET...RE-INSPECT</u> <i>Today</i></p> <p>Description: ELLENDALE AVE...573 E...SCATTERING RUBBISH: SCRAP WOOD, OLD DOOR AND A PILE OF TRASH SOUTH OF BULL PEN...NORTH OF BULL PEN PILES OF WASTE CONCRETE AND YARD DEBRIS...INSIDE BULL PIN, MATTRESS/BOX SPRINGS, OLD TRASH FURNITURE AND MISC WOOD AND METAL</p> <p>Citizens: ROBERT DANIELL (Property Owner)</p> <p>Alerts:</p>					
12-000422	Normal	Inspection	08/28/2012	09/11/2012 - 03:09 PM	Police Clerk
<p>File Type: NEW CASE</p> <p>Activity Desc: <u>ET...RE-INSPECT</u> <i>Today</i></p> <p>Description: LEVENS ST...1340 SW...LIC#YZU182...1993 RED TOYOTA 4 RUNNER STORED ON THE STREET W/CURRENT TAGS...DEBRIS UNDER AND ON VEHICLE...FLAT RR TIRE...VEHICLE TRIM PARTS NEAR VEHICLE</p> <p>Citizens: CHRISTINE BAKER (Property Owner)</p> <p>Alerts:</p>					
12-000428	Normal	Inspection	09/05/2012	09/17/2012 - 02:48 PM	Police Clerk
<p>File Type: NEW CASE</p> <p>Activity Desc: <u>ET...RE-INSPECT</u> <i>Today</i></p> <p>Description: ELLENDALE AVE...573 E SP#40...SCATTERING RUBBISH: PAPER, PLASTICS, CHAIR, METAL TRAY, CONTAINERS, GUTTERING MATERIAL AND MISC TRASH SCATTERED ON PROPERTY</p> <p>Citizens: GRACE POND (Property Owner)</p> <p>Alerts:</p>					
12-000429	Normal	Inspection	09/04/2012	09/08/2012 - 03:44 PM	Police Clerk
<p>File Type: NEW CASE</p> <p>Activity Desc: <u>ET...RE-INSPECT</u> <i>Today</i></p> <p>Description: DIMICK ST...277 SE...LIC#UDB169...1986...BLUE CHEVY CAVALIER 4 DOOR STORED ON THE STREET WITH FOR SALE SIGNS IN THE CAR...REGISTRATION CAME BACK TO MONMOUTH ADDRESS...</p> <p>Citizens: BRANDON GLADDEN (Property Owner)</p> <p>Alerts:</p>					
12-000430	Normal	Inspection	09/04/2012	09/08/2012 - 03:46 PM	Police Clerk
<p>File Type: NEW CASE</p> <p>Activity Desc: <u>ET...RE-INSPECT</u> <i>Today</i></p> <p>Description: HANKEL ST...209 SE...LIC#XKK107...2000 BLUE FORD FOCUS STORED ON THE STREET W/CURRENT TAGS...DEBRIS UNDER CAR...OTHER CASES AT THIS ADDRESS</p> <p>Citizens: Tyler Engle (Property Owner)</p> <p>Alerts:</p>					
12-000432	Normal	Inspection	09/05/2012	09/17/2012 - 02:58 PM	Police Clerk
<p>File Type: NEW CASE</p> <p>Activity Desc: <u>ET...RE-INSPECT</u> <i>Today</i></p> <p>Description: MAPLE ST...1296 SW...LIC#994EFP...1990 RED GMC P/U STORED ON THE STREET WITH CURRENT TAGS...DEBRIS UNDER P/U...OTHER CASES AT THIS ADDRESS</p> <p>Citizens: RYAN GAVIN (Property Owner)</p> <p>Alerts:</p>					
12-000433	Normal	Inspection	09/05/2012	09/17/2012 - 03:17 PM	Police Clerk
<p>File Type: NEW CASE</p> <p>Activity Desc: <u>ET...RE-INSPECT</u> <i>Today</i></p>					

Description: 14TH ST...1423 SW...NO PLATE A SMALL SILVER BOAT AND TRAILER STORED ON THE STREET WITH BLOCKED RIGHT SIDE TIRE AND DEBRIS UNDER BOAT...TWO OTHER CASES ON THIS BOAT

Citizens: PAUL PATTERSON (Property Owner)

Alerts:

12-000438 Normal Inspection 09/04/2012 09/11/2012 - 04:00 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: FERN AVE...466 NE...LIC#821EHY...1990 RED DODGE P/U STORED ON THE STREET WITH CURRENT TAGS...DEBRIS UNDER AND ON P/U...POP CAN AGAINST FRONT RIGHT TIRE

Citizens: JENNIFER HERZBERG (Property Owner)

Alerts:

12-000442 Normal Inspection 09/01/2012 09/08/2012 - 01:09 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: CLAY ST...820 SW...JUNK: A PROJECT P/U STORED IN PIECES ON YARD...IN PUBLIC VIEW...

Citizens: JACK LONG (Complainant), JUSTIN GAMBOA (Property Owner)

Alerts:

12-000443 Normal Inspection 09/04/2012 09/11/2012 - 04:15 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: CLAY ST...676 SW...LIC#R834835...A WHITE PIONEER TRAVEL TRAILER STORED IN FRONT OF HOME...HOOKED TO ELECT...STEP DOWN...APPEARS NO ONE IS LIVING IN THE TRAILER...I FOUND NOH OR IN THE TRAILER

Citizens: BRIAN CAMPBELL (Property Owner), JACK LONG (Complainant)

Alerts:

12-000444 Normal Inspection 09/04/2012 09/11/2012 - 04:20 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: MILLER AVE...883 SE...LIC#VZF104...1997 BLACK DODGE NEON STORED ON THE STREET W/CURRENT TAGS...DEBRIS UNDER AND ON CAR...

Citizens: ELIZABETH TEAL (Property Owner)

Alerts:

12-000445 Normal Inspection 09/05/2012 09/17/2012 - 03:27 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: BIRCH ST...963 SW...LIC#CL684339...1994 GREEN OLDSMOBILE 88 4 DOOR STORED CAR STORED ON THE STREET W/CURRENT TAGS...DEBRIS UNDER AND ON CAR

Citizens: BRENDON MOHLER (Property Owner)

Alerts:

12-000447 Normal Inspection 09/04/2012 09/05/2012 - 02:36 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: CORTLAND AVE...1653 SE...LIC#399FQF...1993 WHITE HONDA 2 DOOR COUPE STORED ON THE STREET WITH CURRENT TAGS...INOPERABLE...PARKED THE WRONG WAY ON CORTLAND AVE

Citizens: TRISHA MAGUIRE (Property Owner)

Alerts:

12-000448 Normal Inspection 09/04/2012 09/08/2012 - 02:41 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: HANKEL ST...209 SE...LIC#NDW950... 1986 BLUE TOYOTA 4 DOOR STORED ON THE STREET WITH CURRENT TAGS...DEBRIS UNDER AND ON CAR...OTHER CASES ON THE CAR

Citizens: JAMIE BAZZY (Property Owner)

Alerts:

12-000450 Normal Inspection 09/04/2012 09/05/2012 - 03:05 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: COURT ST...528 SE...LIC#SQS256... 1992 BROWN FORD EXPLORER FOR SALE ON THE STREET WITH CURRENT TAGS...DEBRIS UNDER VEHICLE...ANONYMOUS COMPLAINT...SIGN STATES BAD TRANSMISSION

Citizens: HOWARD HAYNES (Property Owner)

Alerts:

12-000451 Normal Inspection 09/04/2012 09/11/2012 - 03:15 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: CLAY ST... 820 SW...NO PLATE...AN OLD SCHOOL BUS CUT UP TO A CAB AND CAR HAULER BED STORED TO THE WEST OF GARAGE IN PUBLIC VIEW

Citizens: JUSTIN GAMBOA (Property Owner)

Alerts:

12-000452 Normal Inspection 09/05/2012 09/17/2012 - 01:58 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: STONERIDGE LN...802 SE...

Citizens: MADELINE HANSON (Property Owner)

Alerts:

12-000453 Normal Inspection 09/05/2012 09/17/2012 - 02:10 PM Police Clerk

File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: ELLENDALE AVE...573 E SP#65...JUNK: A LARGE ABOUT OF JUNK ITEMS AROUND THE CARPORT AND TRAILER...APPEARS MR CRAWFORD IS SCRAPPING...

Citizens: BUDDY CRAWFORD (Property Owner)

Alerts:

12-000454 Normal Inspection 09/05/2012 09/12/2012 - 02:29 PM Police Clerk

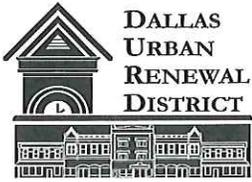
File Type: NEW CASE

Activity Desc: ET...RE-INSPECT *Today*

Description: CLAY ST...157 SW...LIC#020CEZ... 1993 WHITE MERCURY VILLAGER VAN STORED ON THE STREET WITH CURRENT TAGS...DEBRIS UNDER AND ON VAN...ANONYMOUS COMPLAINT OF VAN NOT MOVING IN THREE WEEKS...

Citizens: MADELINE BUTLER (Property Owner)

Alerts:



2012 800 900 Block of Main Street Survey and Questionnaire

Total Surveys Counted: 106

Preferred Option

* Preferred Option 3:	46
Preferred Option 2:	39
Preferred Option 1:	12

Preferred Court House Option:

* Courthouse - Option 3:	21
Courthouse - Option 2:	16
Courthouse - Option 4:	14
Courthouse - Option 1:	6

Street Trees

* Yes:	63
No:	16

Sculpture/Public Art

* Yes:	46
No:	26

Seating Walls

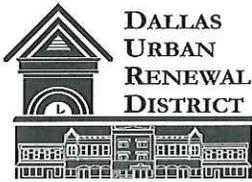
* Yes:	63
No:	13

Façade Improvement Grants

* Yes:	64
No:	7

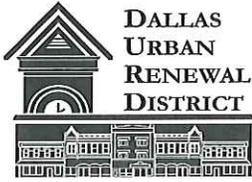
Open ended questions - specifically mentioned:

<i>Aesthetics: Likes Open, brighter, down-home feeling</i>	2
<i>Aesthetics: Does not like hardscape engineering, concrete, sharp angles</i>	3
<i>Against: Absolutely against anything and everything</i>	2
<i>Banners and Flags: Structure to hang banners</i>	2
<i>Banners and Flags: Hang every other one, Dallas & Polk County</i>	1



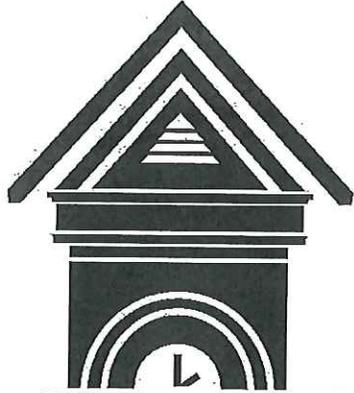
2012 800 900 Block of Main Street Survey and Questionnaire

* Benches: Liked the benches and furniture	25
Benches: Need to face the street, not the buildings	1
Bikes: Requesting bike lanes	1
Bikes: Requesting more bike racks	2
* Bulb-outs: Against the bulb-outs	6
Bulb-outs: Liked the bulb-outs	1
Businessess: Concerns and impact, helping them, not enough, etc.	4
Businessess: Put apartments above the businesses	2
Courthouse: Create parking for horse drawn carriage	1
Courthouse: Put in below ground parking	1
Courthouse: Removal of the rose bushes in front of court house	2
Courthouse: Retrofit to prevent earthquake damage	1
Courthouse: Wants Rhododendrons around perimeter of Courthouse	1
* Courthouse: Mentioned showcasing Courthouse	12
* Courthouse: Trees to frame, balance, create scale, promenade	7
Drinking Fountains: Addition of drinking Fountain(s)	4
Driving Lanes: Didn't like the narrower driving lanes	3
* Flowers: Liked or wanted more flowers, planters, hanging baskets	15
Funding: Mis-use of money, need to maintain streets, give to businesses	4
Garbage Cans: Make them hidden	1
Garbage Cans: More garbage cans	1
Lighting: Liked the lighting and improved lighting	5
Lighting: Too much lighting/light pollution	1
Maintenance Issues: weeding, vandalism, etc.	2
Maintenance Issues: Trees causing damage to sidewalks etc.	2
Close Main Street Completely: For alternative traffic	1
Close Main Street Completely: Have daily for outdoor markets	1
Community Corrections: Remove them from Main Street	1
Other Cities: Liked what is at Capital Mall in Salem	2

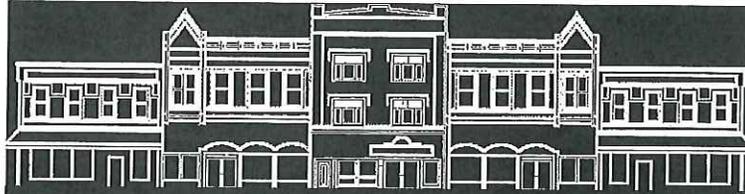


2012 800 900 Block of Main Street Survey and Questionnaire

<i>Other Cities: Wanted something like in McMinnville</i>	2
<i>Other Cities: Wood sidewalks like in Pendleton</i>	1
<i>* Parking Spaces: Liked or wanted more parking spaces</i>	7
<i>Parking Spaces: Too small</i>	1
<i>Parking Spaces: Wants diagonal parking</i>	2
<i>Parking Spaces: Doesn't want diagonal</i>	1
<i>Public Art: Against the subjectivity of art, afraid of what would be chose</i>	5
<i>Public Art: Bring the Cannon(s) back</i>	3
<i>* Public Art: Would like to see sculptures/Public Art</i>	9
<i>Public Art: Wants local artists</i>	2
<i>Public Art: Would distract from focus on veterans</i>	1
<i>Seating Walls: Specifically mentioned they like the walls</i>	4
<i>Seating Walls: Specifically mentioned they did not want the walls</i>	1
<i>Seating Walls: Make them unfriendly for skateboarders</i>	1
<i>* Sidewalks: Like the wider sidewalks</i>	7
<i>Sidewalks: Covered, like in a mall</i>	1
<i>Street Signs: Hang the business signs perpendicular to the building</i>	1
<i>* Trees: Liked or wanted more trees</i>	29
<i>Trees: Worried about maintenace issues, sidewalk damage</i>	2
<i>* Water Fountain: Addition of a Water Fountain or Feature</i>	10
<i>Wi-Fi: Provide free wi-fi from Courthouse</i>	1



DALLAS URBAN RENEWAL DISTRICT



October 2, 2012 – 5pm to 7pm

CITY OF DALLAS

URBAN RENEWAL DISTRICT ADVISORY COMMITTEE

Invites the public to a

Streetscape Design Open House & Discussion

**800 – 900 BLOCKS OF MAIN STREET
IN DOWNTOWN DALLAS**

***Tuesday, October 2, 2012
5pm to 7pm***

***Dallas Civic Center
945 SE Jefferson Street
Dallas, Oregon 97338***

Contact: Jason Locke, Director
of Community Development
503.831.3565

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 5 d	Topic: Ratify various intergovernmental agreements
Prepared By: Emily Gagner	Meeting Date: October 1, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson		

RECOMMENDED MOTION:

By approving the consent agenda, the Council would be ratifying the IGA with the City of Woodburn for structural/mechanical plan reviews and the IGAs with DPSST and the City of Independence for fleet maintenance/repair services.

BACKGROUND:

In 2010, the City of Dallas and the City of Woodburn entered into an intergovernmental agreement (IGA) for structural and mechanical plan review services. The agreement provides that each agency will provide personnel to provide backup services as needed. Because of staffing reductions in Woodburn, our Building Official has been providing commercial plan review services to assist their building department and we are being paid \$100 per hour for his time under the current agreement.

In 2009, the City’s Fleet Management Division entered into IGAs with the Oregon Department of Public Safety Standards and Training (DPSST) and with the City of Independence to provide fleet maintenance and/or repair services. Under these agreements, DPSST pays us \$65 per hour and Independence pays \$75 per hour plus the actual cost of parts.

In an effort to provide greater transparency and Council involvement, staff is bringing these agreements before the Council to ratify them.

FISCAL IMPACT:

All these agreements provide revenue which positively impacts the budget

ATTACHMENTS:

- IGA and addendum with City of Woodburn for structural/mechanical plan reviews
- IGA with City of Independence for fleet repair
- IGA and addenda with DPSST for fleet maintenance

DUPLICATE ORIGINAL

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF DALLAS
AND
THE CITY OF WOODBURN
FOR
STRUCTURAL/MECHANICAL PLAN REVIEWS**

This Agreement is made pursuant to ORS 190.010 between the City of Dallas a municipal corporation of the State of Oregon, hereinafter called "Dallas", and the City of Woodburn, a municipal corporation of the State of Oregon, hereinafter called "Woodburn".

I. RECITALS:

1. Dallas and Woodburn have determined that they have a need for qualified personnel to perform structural/mechanical plan reviews in lieu of their own employees who may be ill, on vacation, or otherwise temporarily unable to perform their duties, and;
2. Dallas and Woodburn employ plans examiners who are qualified and licensed to perform such plan review duties, and;
3. It is the mutual desire of Dallas and Woodburn that each agency provide personnel to provide these backup services to the other agency as needed, therefore;
4. This Agreement is being brought forth to allow Dallas, by and through its Community Development Departments' Building Division, to provide plan reviews on a as-needed basis to cover the Woodburn's inspection staff, and for Woodburn to provide the same services upon request for Dallas.

II DALLAS OBLIGATIONS

Dallas Shall:

1. Perform plan reviews on behalf of Woodburn, as requested by Woodburn.
2. Comply with all ORS and OAR requirements and regulations pertaining to the structural/mechanical plan review programs.
3. Provide State of Oregon certified/licensed plans examiners to perform all plan reviews.

4. Provide Woodburn a monthly request for payment to be submitted with a list of the plan reviews completed and number of hours performing plan reviews.
5. Remit payment to Woodburn within 30 days of receipt of monthly request for payment by Woodburn. Woodburn shall submit final invoice for work completed under this agreement not later than 30 days after expiration date of this agreement.

III WOODBRUN OBLIGATIONS

Woodburn shall:

- 1 Remit payment to Dallas within 30 days of receipt of monthly request for payment by Dallas. Dallas shall submit final invoice for work completed under this agreement not later than 30 days after expiration date of this agreement.
- 2 Perform plan reviews on behalf of Dallas, as requested by Dallas.
- 3 Comply with all ORS and OAR requirements and regulations pertaining to the structural/mechanical plan review programs.
- 4 Provide State of Oregon certified/licensed inspectors to perform all plan reviews.
- 5 Provide Dallas a monthly request for payment to be submitted with a list of the plan reviews completed and number of hours performing plan reviews.

IV MUTUAL FINANCIAL OBLIGATIONS

1. Dallas and Woodburn agree to pay each other for services provided under this agreement at the rate of \$65.00 per hour. These rates may be adjusted annually (in writing) to the mutual satisfaction of both parties.
2. Payment under the terms of this agreement is separate from and in addition to the payments made under any other existing agreements between Dallas and Woodburn.
3. All requests for payment shall be submitted to:

City of Woodburn
Steve Krieg, Building Official
270 Montgomery Street
Woodburn, OR 97071

City of Dallas
Ted Cuno, Building Official

187 SE Court Street
Dallas, OR 97338

4. All requests for payment shall include documentation described in Section II (5) and Section III (5) to justify payment under this agreement.
5. Dallas and Woodburn certify that at the time the agreement is written, sufficient funds are available and authorized for expenditure to finance costs of this agreement.

V. TRAVEL AND OTHER EXPENSES

No additional fees are part of this agreement.

VI. RESPONSIBLE PARTIES FOR ADMINISTRATION

The primary organizations and officials responsible for conducting the administrative requirements of this agreement are:

City of Woodburn: Steve Krieg, Building Official

City of Dallas: Ted Cuno, Building Official

VII. NON-PERFORMANCE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. Either party may terminate the agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this agreement.

VIII. INSURANCE AND INDEMNIFICATION

Woodburn shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the City of Dallas and its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this agreement.

Likewise, Dallas shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the City of Woodburn and its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this agreement.

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

IX. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

X. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the State of Oregon.

XI. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties, with the exception of the annual review and modification of rates. This agreement may be extended upon written amendment for a period not to exceed two years from original expiration date.

XII. TERMINATION

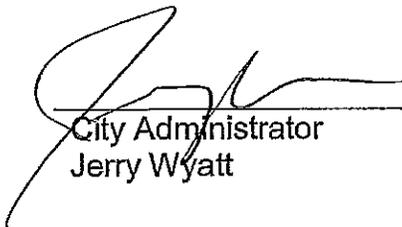
This agreement may be terminated by mutual consent by both parties or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

XIII. TERM OF AGREEMENT

This Agreement shall become effective on the date on which every party has signed this Agreement. This Agreement shall expire unless otherwise terminated, or extended by amendment, on January 1, 2015.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF DALLAS



City Administrator
Jerry Wyatt

2/9/10
Date

CITY OF WOODBURN



City Administrator
Scott Derickson

3/12/10
Date

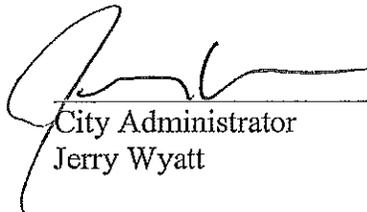
AGREEMENT ADDENDUM:

IV MUTUAL FINANCIAL OBLIGATIONS

1. Dallas And Woodburn agree to pay each other for services provided under this agreement at the rate of \$100.00 per hour. These rates may be adjusted annually (in writing) to the mutual satisfaction of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF DALLAS



City Administrator Date
Jerry Wyatt 4/24/12

CITY OF WOODBURN



City Administrator Date
Scot Derickson 5/8/12

City of Independence Agreement

**Intergovernmental Agreement
between the
City of Independence
and
the City of Dallas**

This Intergovernmental Agreement is between the City of Independence, Oregon (hereafter referred to as the City of Independence) and the City of Dallas, Oregon (hereafter referred to as the City of Dallas). The City of Independence supervising representative for this Agreement is Greg Ells. The City of Dallas supervising representative for this Agreement is Jerry Wyatt.

By authority granted in ORS 190.010, A unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.

PURPOSE:

The purpose of this Agreement is to provide the terms, conditions, and each party's responsibility regarding fleet repair for City of Independence police apparatus.

EFFECTIVE DATE AND DURATION:

This agreement takes effect when all required signatures are obtained. The initial term of this Agreement expires September 17, 2010. This Agreement automatically renews in one-year increments unless terminated by either party as provide herein.

PERFORMANCE:

Performance by the City of Dallas:

The City of Dallas shall provide fleet repair services for the City of Independence Police Department's Crown Victoria Police Interceptors (hereafter referred to as CVPI's) on a as needed basis.

Work will be done by City of Dallas Employees who are trained and experienced in CVPI's repair and maintenance.

The City of Dallas will store City of Independence equipment in a secure location while being serviced.

The City of Dallas will bill the City of Independence at the rate of \$75 per hour for labor and for the actual cost of any parts.

The City of Dallas will contact the City of Independence (Police Department) with an estimate before any repairs are made.

The City of Dallas shall not enter into any subcontracts for any of the work scheduled under this Agreement without City of Independence (Police Department) prior consent.

City of Independence Agreement

Performance by City of Independence:

City of Independence (Police Department) shall transport equipment to and from the City of Dallas Fleet Maintenance Center for routine services.

City of Independence shall provide any service records or manuals which it has in its possession to the City of Dallas as needed/requested.

City of Independence shall coordinate with the City of Dallas on an agreeable beginning and ending timeframe based on staff availability for the maintenance and repairs to be performed.

CONSIDERATION:

The City of Dallas shall invoice the City of Independence upon completion of service. The invoice shall itemize and explain all expenses claimed and shall reference this Agreement.

The City of Dallas shall mail invoices to:

City of Independence
Attn: Police Department
P.O. Box 7
Independence, OR 97351

The City of Independence shall make payment within thirty days of receipt of the City of Dallas invoice. The City of Independence shall remit payment as indicated on invoices.

No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

The City of Dallas and the City of Independence shall annually assess rates and adjust accordingly.

LIABILITY:

The City of Independence and the City of Dallas each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260 – 30.300) only for the acts, omissions or negligence of its own officers, employees or agents. The parties to this Agreement are of equal authority. Each party acts independently in the performance of its obligations and functions under this Agreement, and no party is to be considered the agent of the other.

AMENDMENTS:

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement executed by both parties.

City of Independence Agreement

TERMINATION:

Either party may terminate this Agreement upon 30 days' written notice. If notice is given by either party, this Agreement shall become null and void on such date as specified in the written termination notice. Termination of this agreement shall not relieve the City of Independence of the obligation to pay for any services performed or expenses incurred by the City of Dallas under this Agreement prior to receipt of the written termination notice. Any such outstanding expenses shall be paid in the manner provided in this Agreement.

RECORDS MAINTENANCE AND ACCESS:

Each party to this Agreement shall maintain all records relating to this Agreement in such a manner as to clearly document performance hereunder. Duly authorized representatives of each party shall have access to all records that are directly pertinent to this specific Agreement for the purpose of making audits, examinations, excerpts and transcripts. All records shall be retained and kept accessible for a minimum of six (6) years, except as required longer by law, following termination of this Agreement, whichever date is later. Disclosures of all records are for the limited purposes described herein and shall not constitute a waiver of any exception from disclosure of such records to third parties applicable under the Public Records Law, ORS 192.410 through 192.505.

City of Independence

Greg Ellis 10-06-09
Signature Date
Greg Ellis, City Manager
Printed Name and Title

and the

City of Dallas

Jerry Wyatt 9/30/09
Signature Date
Jerry Wyatt, City Manager
Printed Name and Title

**State of Oregon
Intergovernmental Agreement
between the
Oregon Department of Public Safety Standards and Training
and
the City of Dallas**

This Intergovernmental Agreement is between the State of Oregon, acting by and through the Department of Public Safety Standards and Training (hereafter referred to as DPSST) and the City of Dallas, Oregon (hereafter referred to as the City of Dallas). The DPSST supervising representative for this Agreement is Mark Ayers. The City of Dallas supervising representative for this Agreement is Jerry Wyatt.

By authority granted in ORS 190.110, state agencies may enter into agreements with units of local governments for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

PURPOSE:

The purpose of this Agreement is to provide the terms, conditions, and each party's responsibilities regarding fleet maintenance for DPSST fire apparatus.

EFFECTIVE DATE AND DURATION:

This Agreement takes effect when all required signatures are obtained. The initial term of this Agreement expires June 30, 2009. This Agreement automatically renews in one-year increments unless terminated by either party as provided herein.

PERFORMANCE:

Performance by City of Dallas:

The City of Dallas shall provide routine fleet maintenance and repair services for DPSST's fire engine/pumper and fire aerial ladder truck. In addition, the City of Dallas shall provide repair service for DPSST's fire engine/pumper and aerial ladder truck in instances of vehicle inoperability.

Work will be done by City of Dallas employees who are trained and experienced in fire and emergency equipment repair and maintenance.

The City of Dallas will store DPSST equipment in a secure location while being serviced.

The City of Dallas will bill DPSST at the rate of \$65 per hour for labor and for the actual cost of any parts.

The City of Dallas will contact DPSST before any repairs are made that are reasonably anticipated to exceed \$1000.00.

The City of Dallas shall not enter into any subcontracts for any of the work scheduled under this Agreement without DPSST's prior consent.

Performance by DPSST:

DPSST shall transport equipment to and from the City of Dallas Fleet Maintenance Center for routine services.

DPSST shall provide any service records or manuals which it has in its possession to the City of Dallas as needed/requested.

DPSST shall coordinate with the City of Dallas on an agreeable beginning and ending timeframe based on staff availability for the maintenance and repairs to be performed.

CONSIDERATION:

The City of Dallas shall invoice DPSST upon completion of services. The invoice shall itemize and explain all expenses claimed and shall reference this Agreement number (259-09-071).

The City of Dallas shall mail invoices to:

Department of Public Safety Standards and Training
Attn: Business Services – Keri Ashford
4190 Aumsville Highway SE
Salem, OR 97317

DPSST shall make payment within thirty days of receipt of the City of Dallas invoice. DPSST shall remit payment as indicated on invoices.

No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

The City of Dallas and DPSST shall annually assess rates and adjust accordingly.

LIABILITY:

DPSST and the City of Dallas each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260 - 30.300) only for the acts, omissions or negligence of its own officers, employees or agents. The parties to this Agreement are of equal authority. Each party acts independently in the performance of its obligations and functions under this Agreement, and no party is to be considered the agent of the other.

AMENDMENTS:

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement executed by both parties.

TERMINATION:

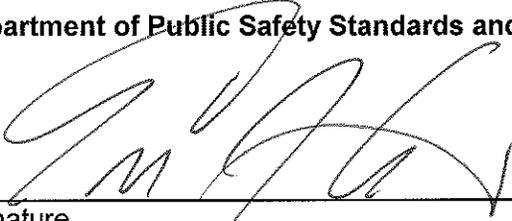
Either party may terminate this Agreement upon 30 days' written notice. If notice is given by either party, this Agreement shall become null and void on such date as specified in the written termination notice. Termination of this agreement shall not relieve DPSST of the obligation to pay for any services performed or expenses incurred by the City of Dallas under this Agreement prior to receipt of the written termination notice. Any such outstanding expenses shall be paid in the manner provided in this Agreement.

RECORDS MAINTENANCE AND ACCESS:

Each party to this Agreement shall maintain all records relating to this Agreement in such a manner as to clearly document performance hereunder. Duly authorized representatives of each party shall have access to all records that are directly pertinent to this specific Agreement for the purpose of making audits, examinations, excerpts and transcripts. All records shall be retained and kept accessible for a minimum of six (6) years, except as required longer by law, following termination of this Agreement, whichever date is later. Disclosures of all records are for the limited purposes described herein and shall not constitute a waiver of any exemption from disclosure of such records to third parties applicable under the Public Records Law, ORS 192.410 through 192.505.

State of Oregon acting by and through the

Department of Public Safety Standards and Training


Signature _____ Date 1/7/09
ERIKS J. RABLIK DEPTM DIRECTOR
Printed Name and Title

and the

City of Dallas


Signature _____ Date 1/7/09
Jerry Wyatt, City Manager
Printed Name and Title

**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

1. This is Amendment 1 to Intergovernmental Agreement 259-09-071 between the State of Oregon acting by and through its Department of Public Safety Standards and Training, hereafter called DPSST, and the City of Dallas, Oregon, hereafter called the City of Dallas.
2. The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

CONSIDERATION:

DPSST shall pay no more than \$44,500.00 for services provided under this Agreement.

The City of Dallas shall mail invoices to:

Department of Public Safety Standards and Training
 Attn: Business Services – Keri Ashford
 4190 Aumsville Highway SE
 Salem, OR 97317

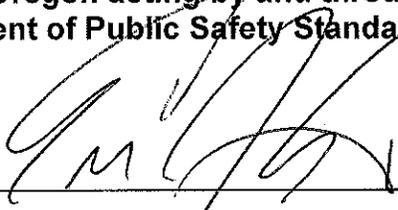
DPSST shall make payment within thirty days of receipt of the City of Dallas invoice. DPSST shall remit payment as indicated on invoices.

No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

The City of Dallas and DPSST shall annually assess rates and adjust accordingly.

3. Except as expressly amended above, all other terms and conditions of the original agreement are still in full force and effect.

**State of Oregon acting by and through the
Department of Public Safety Standards and Training**



Signature 7/31/09
Date

ERIKS J. GABLITS - DEPTM DIRECTOR

Printed Name and Title

**and the
City of Dallas**



Signature 7/31/09
Date

Jerry Wyatt, City Manager

Printed Name and Title

**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

1. This is Amendment 2 to Intergovernmental Agreement 259-09-071 between the State of Oregon acting by and through its Department of Public Safety Standards and Training; hereafter called DPSST, and the City of Dallas, Oregon, hereafter called the City of Dallas.
2. The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

PURPOSE:

The purpose of this Agreement is to provide the terms, conditions, and each party's responsibilities regarding [fleet] maintenance for DPSST's Fire Program equipment [DPSST fire apparatus].

PERFORMANCE:

Performance by City of Dallas:

The City of Dallas shall provide [routine fleet] maintenance and repair services for DPSST's Fire Program equipment [fire engine/pumper and fire aerial ladder truck]. In addition, the City of Dallas shall provide repair service for DPSST's Fire Program equipment [fire engine/pumper and aerial ladder truck] in instances of vehicle inoperability.

Work will be done by City of Dallas employees who are trained and experienced in fire and emergency equipment repair and maintenance.

The City of Dallas will store DPSST equipment in a secure location while being services.

The City of Dallas will bill DPSST at the rate of \$65 per hour for labor and for the actual cost of any parts.

The City of Dallas will contact DPSST before any repairs are made that are reasonably anticipated to exceed \$1000.00

The City of Dallas shall not enter into any subcontracts for any of the work scheduled under this Agreement without DPSST's prior consent.

Performance by DPSST:

DPSST shall transport equipment to and from the City of Dallas Fleet Maintenance Center for routine services.

DPSST shall provide any service records or manuals which it has in its possession to the City of Dallas as needed/requested.

DPSST shall coordinate with the City of Dallas on an agreeable beginning and ending timeframe based on staff availability for the maintenance and repairs to be performed.

CONSIDERATION:

DPSST shall pay no more than [\$75,000.00] for services provided under this Agreement.

The City of Dallas shall mail invoices to:

Department of Public Safety Standards and Training
Attn: Business Services – Keri Ashford
4190 Aumsville Highway SE
Salem, OR 97317

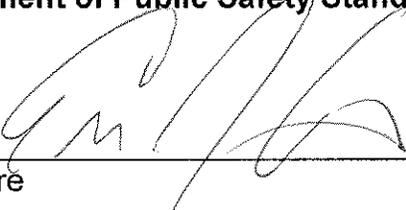
DPSST shall make payment within thirty days of receipt of the City of Dallas invoice. DPSST shall remit payment as indicated on invoices.

No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

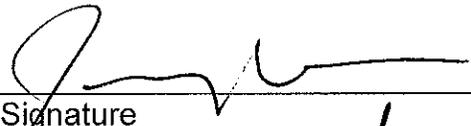
The City of Dallas and DPSST shall annually assess rates and adjust accordingly.

3. Except as expressly amended above, all other terms and conditions of the original agreement are still in full force and effect.

**State of Oregon acting by and through the
Department of Public Safety Standards and Training**


Signature _____ Date 11/25/09
ERIKS J. GABLURS DEPTM DIRECTOR
Printed Name and Title _____

**and the
City of Dallas**


Signature _____ Date 11/25/09
Jerry Wyatt City Manager
Printed Name and Title _____

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 8 a	Topic: City Attorney Services Contract
Prepared By: Emily Gagner	Meeting Date: October 1, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson		

RECOMMENDED MOTION:

Motion to approve the City Attorney Services contract.

BACKGROUND:

The personal services contract with Shetterly, Irick and Ozias has expired. In addition the contract needed to be updated to reflect changes in Municipal Court services and the monthly retainer amount. The proposed contract is for just over two years, expiring on December 31, 2014, with an option to extend it for an additional two years by motion of the Council.

Given the City's current financial challenges, Shetterly, Irick and Ozias are willing to perform their existing services at their current rate through December 31, 2014.

The Administrative Committee reviewed the proposed contract and voted unanimously to recommend the Council approve the contract.

FISCAL IMPACT:

None

ATTACHMENTS:

Proposed City Attorney Services contract

CITY OF DALLAS, OREGON
CITY ATTORNEY AGREEMENT

This Agreement is made and entered into by and between the City of Dallas, Oregon (hereinafter referred to as "City"), and Lane P. Shetterly, of the law firm of Shetterly, Irick & Ozias.

Personnel. Lane P. Shetterly is contracted as city attorney and general counsel and shall be designated "City Attorney." Other attorneys in the law firm are authorized to assist the City Attorney in carrying out the responsibilities of the position. The City Attorney may subcontract the representation of the City in the prosecution of matters in City's Municipal Court and appeals from Municipal Court to the Circuit Court to a qualified attorney.

Relationship to City Manager's Office. Unless otherwise directed by motion or resolution of the City Council of the City of Dallas, the City Manager shall be the primary liaison between the City Attorney and the City Council. In this capacity, the City Manager shall have general responsibility for administering this Agreement and shall conduct such re-views and evaluations as he/ she may deem appropriate to encourage the provision of prompt, professional cost-effective legal representation.

Scope of Services/Retainer. The City Attorney is responsible for City legal representation as authorized and directed by the City Manager. Such services included in the retainer are:

1. Attendance at all City Council meetings.
2. Attendance at all Planning Commission meetings.
3. Attendance at City Council and Planning Commission work sessions as needed, department head meetings, committee meetings, and other meetings as directed by the City Manager or his/her designee when items under consideration warrant attorney input concerning City business.
4. Provision of written and oral legal advice to City Manager and department personnel.
5. Provision of general legal advice on municipal matters to the Mayor, City Council, Planning Commission and City Council members.
6. Preparation and/ or review of ordinances, resolutions, contracts and other documents as requested.
7. Preparation of written legal opinions at the request of the City Manager or his/her designee.
8. Prosecution of all matters before the Dallas Municipal Court.

9. Advice to department personnel on compliance with local and state purchasing procedures and public contracting statutes.
10. Review of newly enacted laws, administrative rules, and case law as requested, and advice to department personnel for appropriate compliance measures.
11. Provision of staff assistance and legal counsel relating to foreclosure of real property by the City.
12. Counsel relating to "Local Improvement Districts", creation and enforcement of municipal liens, and foreclosure of such liens.
13. Responses to citizens' requests for information regarding ordinances, processes and other matters of a legal nature, when requested to do so by the City Manager. It is not intended that this would include providing legal advice.

Work Performed Outside of the Retainer. The City Council and/ or City Manager may authorize work to be performed outside of the work retainer. Failure to obtain approval prior to performing work outside of the retainer may result in the waiver of compensation for services performed. Examples of services that are considered outside the retainer, for which the City may use outside counsel and/ or the City Attorney include:

1. Preparation for the issuance and sale of City bonds.
2. Preparation of business development loan/ guarantee documentation.
3. Personnel related issues, including labor negotiations.
4. Matters covered by the City's insurance policies, except as needed in a supporting role.
5. Legal matters mutually agreed as outside of the retainer by the City Council and/ or City Manager and City Attorney and not specifically listed as included in the retainer.

Compensation for Services. As compensation for services included in the monthly retainer, City Attorney shall be paid \$4,900. For prosecution of matters in Municipal Court, and on appeal therefrom, the City Attorney or his contractor shall be paid \$75 per hour for the first ten hours each month, and \$50 per hour thereafter.

Compensation for Services Performed Outside of the Retainer. As compensation for services performed outside of the retainer, the City will pay the City Attorney \$150.00 per

hour, and for outside counsel at such rates as charged by outside counsel and approved by the City Manager.

Additional Costs. Out-of-pocket actual expenses, including expenses related with law-suits, such as filing fees and deposition charges, shall be reimbursed by City as they are incurred, provided they are reasonable and necessary.

Term. This Agreement shall remain in effect until December 31, 2014, provided, however, that the term may be extended for additional periods of two (2) years by motion of the City Council, without a written amendment to this Agreement. This Agreement may be terminated by the City without advance notice if the City Attorney:

1. Willfully and repeatedly fails or refuses to comply with the policies, rules, regulations and standards established by the City which are communicated to the City Attorney.
2. Is convicted of any felony or misdemeanor involving moral turpitude; or
3. Becomes mentally, physically or legally incapable of performing the duties required under this Agreement.

CITY OF DALLAS, OREGON

SHETTERLY, IRICK & OZIAS

Brian Dalton, Mayor

Lane Shetterly

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 8 b	Topic: Charter Franchise IGA
Prepared By: Emily Gagner	Meeting Date: October 1, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson		

RECOMMENDED MOTION:

Motion to approve entering into an intergovernmental agreement (IGA) with the City of Nehalem and other cities for joint negotiation of Charter Communications franchises.

BACKGROUND:

Last year, the City discussed an IGA with the City of Nehalem and a group of other smaller cities to work together to negotiate a new standard Charter franchise agreement. We made an initial payment of \$135 to the City of Nehalem, but an IGA was never approved by the Council.

The City Attorney and staff have reviewed the IGA and feel it would be in the City's best interest to participate.

Our current franchise agreement with Charter expires in 2015. They have historically been difficult to negotiate with and feel this joint effort will give us leverage when we are ready to proceed with negotiations. This new franchise agreement should also address all the telecommunication services provided by Charter, not just television.

FISCAL IMPACT:

Approximately \$1,000

ATTACHMENTS:

Charter Franchise IGA

INTERGOVERNMENTAL AGREEMENT

For the Joint Negotiation

of

Charter Communications Franchises

Recitals

WHEREAS, the **City of Nehalem (Nehalem)**, and those other entities shown under Article V herein, hereto collectively referred to as the "**PARTIES**;" have agreed to jointly participate in the negotiating of new Cable Franchises for each respective party;

WHEREAS, the Parties have agreed to provide joint funding in an amount not to exceed \$1,000.00 per participating jurisdiction to hire Mrs. Nancy Werner of the firm Beery Elsnore & Hammond, LLP, of Portland, Oregon, to provide the legal review relating to the negotiation of new Cable Franchise Agreements among the Parties; and

WHEREAS, ORS Chapter 190 authorizes the Parties to enter into written agreements for the performance of any or all functions and activities that each individually has the authority to perform on its own, subject to the terms and conditions contained herein.

THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

Article I. Scope & Terms

Section 1.1 **Scope.** This Agreement sets forth the terms, conditions and duties of the Parties in relation to the negotiation of new Cable Franchise Agreements for each individual Party. The Parties agree to work with, assist and provide information as required within this Agreement.

Section 1.2 **Term.** This Agreement shall become effective upon the signature of all of the Parties and shall remain in full force and effect for thirty (30) days beyond such time as the Parties have received acceptance and approval by Charter Communications of new Franchise Agreements for each party, or until each Party terminates this Agreement sooner, in accordance with Section 2.5 herein.

Article II. Conditions

Section 2.1 **Joint Negotiating Team.** The Parties agree to establish a Joint Negotiating Team (TEAM) of no less than three (3) and no more than five (5) individuals who will be appointed by the Parties for the duration of this Agreement. The person selected as the Single Point of Contact in Section 2.2 herein shall by default be a member of the Team. The Team shall be responsible for direct contact with Charter Communications for the purposes of negotiating a new Franchise Agreement on behalf of the Parties. If one or more members of the Team are unable or unwilling to continue their duties on the Team, the Parties shall nominate a person or persons as replacement at their earliest convenience.

Section 2.2 **Single Point of Contact.** The Parties agree that the Nehalem City Manager shall serve as the single point of contact for Charter Communications and Beery Elsnore &

Hammond, LLP, during the term of this Agreement. Nehalem shall sign any contract or pledge of service with Beery Elsnore & Hammond, LLP on behalf of the Parties, and be responsible for making the single-party payments under the terms agreed thereto.

Section 2.3 ***Nehalem City Manager; Responsibilities.*** The Nehalem City Manager shall be part of and will Staff the Joint Negotiating Team as well as retain Beery Elsnore & Hammond, LLP, and provide such assistance to the Parties as may be requested, required and/or necessary in the performance of this Agreement so long as such does not unduly interfere with his normal duties and responsibilities. If the Nehalem City Manager becomes unable to carry out his duties assigned under this Agreement for any reason, he shall have the ability to designate an alternate for all or part of the responsibilities contained herein, subject to the approval of the majority of the Parties. The Nehalem City Manager shall provide the Parties with updates as necessary throughout the Term of this Agreement. Nothing in this Agreement shall preclude the Nehalem City Manager or his/her designee from performing other duties as may be required in his daily job duties, whether or not in relation to the work to be undertaken, as long as said duties do not conflict with the terms of this Agreement.

Section 2.4 ***Responsibility of Parties.*** The Parties agree to make payment in the amounts and under the conditions listed in Article III to Nehalem prior to Nehalem making payment to Beery Elsnore & Hammond, LLP, for any amounts due relating directly to Cable Franchise negotiations. The Parties also agree to assist the Nehalem City Manager and Negotiating Team in any way necessary and provide information and/or materials to him/them, upon request, in the performance of this Agreement and Cable Franchise negotiations itself.

Section 2.5 ***Termination of Agreement.*** This agreement will terminate 30 days after the final acceptance of the Parties' negotiated franchise by Charter. In accordance with ORS 190.020 (f), any individual Party may withdraw from this Agreement upon thirty (30) days written notice to all of the Parties. Each Party shall be responsible upon termination or withdrawal for its share of the total costs described in Article III incurred up to the date of termination or withdrawal. Such final share of all costs shall be paid within thirty (30) days to Nehalem upon receipt of an invoice from Nehalem upon that Party's withdrawal from this Agreement.

Article III. Payment

Section 3.1 ***Payment.*** The Parties agree to share all expenses, in equal amounts but with a maximum for each Party of one thousand dollars (\$1,000.00), for all invoices resulting from Beery Elsnore & Hammond, LLP, relating specifically to their work on the proposed Cable Franchise with Charter Communications, subject to this Agreement. Upon receiving an invoice from Beery Elsnore & Hammond, LLP, Nehalem shall immediately invoice the Parties in the amounts set forth by equal percentage of the total amount due. The Parties agree to remit their portion of the total payment to Nehalem within thirty (30) days upon receipt of the invoice from Nehalem. If it appears likely that total costs to the Parties will exceed the individual maximum of each Party, the Nehalem City Manager shall promptly inform the Parties as soon as such is known and may call a meeting of the Parties to discuss payment of such additional costs.

Section 3.2 ***Failure to Pay.*** If one of the Parties fails to make a required payment, Nehalem shall make up the difference to pay Beery Elsnore & Hammond, LLP, and will immediately bill the Party who failed to make payment for their share due, along with a fifty dollar \$50.00 administrative fee. Nehalem may also call the Parties to a meeting as described in Section 4.2 below. However, and notwithstanding this Section and Sections 4.2 and 4.3

below, if the Parties cannot reach an agreement to reimburse Nehalem for the amounts due, Nehalem may seek redress in any manner allowable under State and/or Federal law against the entity from whom payment has not been received.

Article IV. General Terms

- Section 4.1** **Amendments.** Terms of this Agreement may be amended by mutual, written consent of all of the Parties. Any such amendment shall not take effect unless it is in writing and executed by every Party to this Agreement.
- Section 4.2** **Dispute Resolution; Meeting.** The Parties agree that if a dispute arises pertaining to this Agreement, the Parties shall meet at a time and place convenient to them to discuss the dispute and attempt to reach resolution. If resolution cannot be found, the Parties in dispute agree to seek a mediator, agreeable to the affected Parties, with costs to be equally shared among them. If mediation fails, the Parties may pursue resolution through any means allowable under State and/or Federal law. If suit does occur, the prevailing party(ies) will be entitled to attorney fees and costs and disbursements.
- Section 4.3** **Indemnification.** To the extent allowed by law, and subject to the limitation expressed by Article XI, Section 7 of the Oregon Constitution, and the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, the Parties agree to hold harmless, defend and indemnify each other and the Nehalem City Manager against all claims, demands, losses, damages, injuries, costs, attorney fees, expenses, causes of action, judgments, penalties (contractual or otherwise) or other liability arising out of the Party's willful or negligent misconduct with respect to this Agreement, excepting any violation of this Agreement itself.
- Section 4.2** **Severability.** Should any Article, Section, sentence, phrase or word of this Agreement be rendered ineffective by action of a Court of Competent Jurisdiction, the remaining Articles, Sections, sentences, phrases or words shall remain in full force and effect.

Article V. Notification Addresses & Execution

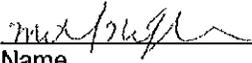
Executed this 15th day of March, 2011

Jurisdiction: Nehalem, City of

Address: PO Box 143

Nehalem, OR 97131

Email: nehalemch@nehalemch.net

Signed:  Max H. Hoff
Name Title

IGA also signed by the following cities:

- City of Coquille
- City of Coos Bay
- City of Bandon
- City of La Grande
- City of Baker City
- City of Klamath Falls
- City of Union
- City of Port Orford
- City of Hood River
- City of Rogue River
- City of Clatskanie
- City of Monmouth
- City of Independence
- City of Toledo

DALLAS CITY COUNCIL

STAFF REPORT

TO: MAYOR BRIAN DALTON AND DALLAS CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 8 c	Topic: Library Update
Prepared By: Robert Spivey	Meeting Date: October 1, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson		

RECOMMENDED MOTION:

None

BACKGROUND:

Library hours:

The library staff conducted a usage survey to determine the optimal hours for the winter season. The Library Board reviewed the information and the three staff recommendations. The board agreed to adjust the closing time of the library on Mondays and Thursdays from 7:00 p.m. to 5 p.m. All other hours will remain the same.

Lead Librarian Position:

The Library Board met and discussed the open position of Lead Librarian. They recommended that the city not pursue filling the vacant position at this time. Current budget limitations significantly restrict the total number of staff hours. Bringing on a full or part time Lead Librarian would force the reduction of current staff hours without measurable positive impact to the service area. While a Lead Librarian is very desirable, the benefits would not be recognized when staff hours are reduced. The Library Board will be making budget recommendations to budget committee at some point in the future.

FISCAL IMPACT:

None

ATTACHMENTS:

Dallas Library Board Minutes August 14, 2012, and September 18, 2012.

DALLAS LIBRARY BOARD - CITY HALL
August 14, 2012

The Library Board met on Tuesday, August 14, 2012 at 4:00 pm in the City Hall Conference Room. Board members present were Darla Newton, Marge Hilts, Marianne Moore, and Grace Scatterday. In addition to the Board, Administrative Services Manager Robert Spivey and Librarian Rosalyn McGarva were present.

The minutes from the April 2012 meeting were reviewed and approved by the Board with the change of 2011 to 2012 after spring break and National Library week.

The Librarian provided the update for the Board on Library activities since April 2012, Meteorite Program funded by NASA was attended by over 70 people. Summer Reading 2012 activities (7 activities with over 2,637 attending), Storytimes with over 929 attending. For the first time we had an Adult Summer Reading Program with over 100 participating, 35 turned in their tickets netting 20 winners. Our 2 Lego programs added 61 participants to the mix. Rosalyn reported the library would be offering Food 4 Fines September 10-15 and September is Library Card signup month.

Robert discussed the staffing issue and asked the Library Board's opinion on cutting staff to hire a Director or keep staff as is and find funding after the first of the year to hire a Director and keep the staff as is now. The Board agreed the current staff should not be cut. Robert is validating the Library Board and their position with the City. Rosalyn read the ORS Statutes pertaining to the Board out loud and Robert handed out copies of the City policies pertaining to the Library Board. Robert suggested the Board meets every month for the next two months at least then every other month thereafter.

Grace reported the Friends of the Library booksale brought in \$2,037.75. The majority of the leftovers from the booksale went to Literacy Organizations. Robert asked if the storage unit for the books was big enough, it was this year. The City takes \$63.00 each month out of the Library Budget to pay for this storage, for a total yearly expenditure of \$756.00.

Grace asked for everyone's e-mail address to facilitate meetings and e-mail minutes to Board members.

Rosalyn reported Trust Management Grant is in its final stages and the Dallas Community Foundation Grant is 75% completed. Rosalyn handed out the updated Library Board Manuals.

Since Marge has decided to join Morty in retirement which leaves the board with two positions to fill. The Board voted on Cari Richey and Carol Christ as replacements to be taken to the City Council for appointment. Robert will be taking their names to the next City Council meeting.

There being no further business, the next meeting date was set for September 18, 2012.

The meeting was adjourned at 5:20 pm.

LIBRARY BOARD MEETING
SEPTEMBER 18, 2012 4:00 P.M. CITY HALL

1. Approval of Minutes – August 14, 2012 Approved as read.
2. Report from the Library
 - A. General Information
 - 1) Update on Library Activities – Summer Reading Program a great success as was the very first Adult Summer reading program with over 100 participants and 20 winners. Children’s Summer Reading had over 2,637 attending the activities.
 - 2) Food 4 Fines September 10-15 – 369 lbs. of food collected \$367.41 fines waived.
 - 3) September is Library Card Sign-up Month-The Friends of the Library visited the Bounty Market to hand out Library Card Applications! This was very successful.
3. Robert
Capital Improvement (2013-14) – We have 3 targets Robert asked the Board to prioritize them. 1) Patron furniture 2) Staff furniture 3) Paint.
Rosalyn pointed out for patron furniture (with current space) we really only need a place for patrons to plug in their laptops, with no wires running across the walkway. For staff furniture a couple of new chairs. What we really need is paint. Discussion included patron furniture, including “electrical needs” for 2013-14, with 2014-15 priorities being painting & staff furniture.
Robert wants to make sure the Board has a voice in the upcoming 2013-14 budget session. He reminded the Board he needed their input on staff hiring and recommended keeping status quo until the new City Manager is on board and acquainted with city funding and priorities.
4. New Library Board Members- Cari Richey & Carol Christ were introduced. It was decided to have everyone submit a mini-biography so the board and City staff can all become better acquainted with each other’s abilities, desires, and styles.
5. Update e-mail addresses-Updated Grace’s & Darla’s.
6. Staff Recommendation of hours – 3 proposals were given. #1 with current hours of 10-7 Mon.-Thurs, 10-5 Fri. & Sat. #2 proposed 10-5 Mon. 10-7 Tues & Wed. 10-5 Thurs. Fri. & Sat. #3 proposed 10-5 Mon. 10-7 Tues, Wed. & Thurs. & 10-5 Fri. & Sat. These hours were suggested after patron counts and careful study. The board adopted Recommendation #2. Robert will find out when this will take effect.
7. Other Business- It was suggested Board meetings continue every month for a while. The Friends wish to have a 100th birthday celebration on Saturday, Dec. 1, 2012, 11:00 a.m. for the Carnegie Library at the current Dallas Public Library. Discussion centered on how to advertise Library events. Reader Board, City Manager’s Newsletter, School website, school visits, City/Library website, IO and possibly in the water bill (Robert is checking on this). Rosalyn will check with John @ CCRLS about information on checkout receipts.
8. Next Meeting Date – Oct. 16, 2012, 4:00 p.m. City Hall Conference Room
9. Adjournment 4:58p.m.

September 25, 2012

To: Mayor and City Council

From: Jon Nelson

Re: Interview Panels for City Manager Candidates

At the end of the executive session on September 21, Nancy Boyer indicated I would provide staff input on interview panels representation. My feedback follows.

A. Community Leaders Panel

- a. Economic Development Commission Chair Nancy Adams
- b. Budget Committee Chair Kelly Gabliks
- c. Library Board Chair Grace Scatterday
- d. Parks Board Chair Dick Hoffman
- e. Planning Commission Chair Chuck Lerwick
- f. Urban Renewal District Advisory Committee Chair David Shein
- g. Chamber of Commerce Chair Jim Fowler
- h. Dallas Ministerial Association President Gary Ivey

B. Key Partners Panel

- a. Chamber of Commerce Executive Director Chelsea Pope
- b. Volunteer Firefighters Association President Eriks Gabliks
- c. Polk County Commissioners Chairman Mike Ainsworth
- d. Polk Soil and Water Conservation District Manager Jackie Hastings
- e. Polk Community Development Corporation Executive Director Rita Grady
- f. Dallas School Board Chair Mike Bollman
- g. West Valley Hospital Administrator Bob Brannigan

C. Staff Panel

- a. Finance Director Cecilia Ward
- b. Fire Chief Bill Hahn
- c. Engineering and Environmental Services Director Fred Braun
- d. Community Development & Operations Director Jason Locke
- e. Police Chief John Teague
- f. Director of Administrative Services Robert Spivey
- g. Assistant to the City Manager/City Recorder Emily Gagner
- h. City Attorney Lane Shetterly

It is more important for the staff that will be working daily with the City Manager to participate in a panel than a panel of "peer" city managers. Additionally, I will be able to provide feedback on any city manager experience issues the candidates may have.

D. Community Meet & Greet

This is designed for staff and community members interested but not serving on a panel to meet the candidates. Would you prefer this be held at the Civic Center or the upstairs meeting room at the Fire Department?

E. Candidate Exit Interview

It is suggested that each candidate have a half hour with Mayor Dalton, Council President Scroggin and me to answer candidate questions that were not part of the interview panels.

Your approval on the above recommendations, or as revised, will allow staff and the participants to schedule accordingly.

c: Nancy Boyer
Department Heads
Emily Gagner
Lane Shetterly