



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 15, 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 comment on municipal issues and any agenda items other than public hearings. The Mayor may place time restrictions on comments. Please supply 14 copies of the material brought to the meeting for distribution.</i>	
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 21, 2012, special City Council meeting p. 3	
b. Approve minutes of October 1, 2012, City Council meeting p. 4	
c. Approve OLCC application for new outlet at 433 Main Street for the Red Chopstick p. 10	
d. Approve OLCC application for change of ownership at 962 Main Street for the Round Up Pub p. 18	
e. Mid-Valley Reserve Training Academy IGA approval p. 25	
6. ITEMS REMOVED FROM CONSENT AGENDA	
7. REPORTS OR COMMENTS FROM THE COUNCIL MEMBERS	

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.

8. REPORTS FROM CITY MANAGER AND STAFF	
a. SDC Waiver report p. 33	Motion
b. Economic Development Strategy and Projects p. 39	Motion
c. Dallas Area Seniors Building Project p. 46	Motion
d. September 2012 Financial Report p. 65	Information
e. 2012 Park Reservation Season Summary p. 82	Information
f. Other	
9. RESOLUTIONS	
10. FIRST READING OF ORDINANCE	
11. SECOND READING OF ORDINANCE	
12. EXECUTIVE SESSION UNDER ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member, or individual agent.	
13. OTHER BUSINESS	
14. ADJOURNMENT	

DALLAS CITY COUNCIL
Friday, September 21, 2012
Council Chambers

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The Dallas City Council met in special session on Friday, September 21, 2012, at 12:06 p.m. in the Council Chambers of City Hall with Mayor Brian Dalton presiding.

ROLL CALL

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

Also present were: Interim City Manager Jon Nelson and City Attorney Lane Shetterly.

EXECUTIVE SESSION UNDER ORS 192.660(2)(a)

Mayor Dalton recessed the meeting at 12:07 p.m. for an executive session to consider the employment of a public officer, employee, staff member, or individual agent.

Mayor Dalton reconvened the Council meeting at 1:02 p.m.

OTHER BUSINESS

There being no further business, the meeting adjourned at 1:02 p.m.

Read and approved this _____ day of _____ 2012.

Mayor

ATTEST:

Interim City Manager

DALLAS CITY COUNCIL
Monday, October 1, 2012
Council Chambers

1 The Dallas City Council met in regular session on Monday, October 1, 2012, at 7:00 p.m. in the
2 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 (arrived at 7:45
5 p.m.), Councilor Jim Fairchild, Councilor Jackie Lawson, Councilor Kevin Marshall, Councilor
6 Murray Stewart, Councilor LaVonne Wilson, and Councilor Ken Woods, Jr. Absent: Councilor
7 Beth Jones

8 Also present were: Interim City Manager Jon Nelson, City Attorney Lane Shetterly, Chief of
9 Police John Teague, Fire Chief Bill Hahn, Community Development/Operations Director Jason
10 Locke, Finance Director Cecilia Ward, Director of Administrative Services Robert Spivey,
11 Engineering and Environmental Services Director Fred Braun, and Recording Secretary Emily
12 Gagner.

13 Mayor Dalton led the Pledge of Allegiance.

14 **COMMENTS FROM THE AUDIENCE**

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

16 Chelsea Pope, Executive Director of the Dallas Area Chamber of Commerce and Visitors Center,
17 119 SW Court Street, Dallas, mentioned the League of Oregon Cities tour that was held through
18 the community the previous Thursday, adding it went very well. She reported at least 15 tour
19 members commented on how clean the entire community was and stated several people were
20 taking photos of the directional signs downtown and commenting on how beautiful and helpful
21 they were. She thanked staff members for their help in coordinating the tour, Councilor Fairchild
22 for participating in the downtown walk, and the Council for allowing her to represent the City on
23 the tour with Mayor Dalton.

24 Ms. Pope reported the final Bounty Market was held the previous week, noting the third season
25 was very successful. She invited the Councilors to the October 25 wrap-up party.

26 Ms. Pope indicated the Chamber was busy preparing for the Halloween Trick and Treat activity,
27 noting past events averaged 700 in attendance.

28 Jim Williams, Dallas Area Chamber of Commerce Board member and Chair of the Public Policy
29 Committee, 119 SW Court Street, Dallas, stated the Chamber's Public Policy Committee looked
30 at issues in the area that affected businesses. He reviewed a letter he submitted to the Council, a
31 copy of which is attached to these minutes and incorporated herein, asking them to reauthorize the
32 SDC reductions that the community and especially the local builders had enjoyed.

33 Paul Trahan, 12775 Westview Dr, Dallas, reported that the SDC waiver had made a difference for
34 Fowler Homes and they had seen an increase in new home construction. He indicated they had
35 two or three potential sales on the bubble because the ordinance ended the previous day, adding
36 he didn't know what to tell those people.

37 Nancie Rogers, 17490 Brown Rd, Dallas, stated she wanted to bring to the Council's attention
38 how important the SDC reduction had been. She indicated the SDC reductions had been a
39 positive incentive for new construction, noting the City still got partial payment of the SDCs and
40 could get the balance made up within three years because the tax revenue on a lot with a house
41 was far more than a bare lot. She advised that because of these new homes, there was more local
42 material purchased in Dallas, local businesses were used more, and there were more permit fees
43 paid to the City. Ms. Rogers reported that in 2011, there were 11 permits taken out, adding so far
44 in 2012, there were 15 permits taken out with 3 more filed last week. She thanked the Council for
45 their initial support and asked them to continue with the SDC reduction. She recommended they
46 do an extension between now and when they could make a final decision on continuing the
47 waiver.

48 Joe Koubek, 565 SE Mifflin St, read a statement, a copy of which is attached to these minutes and
49 incorporated herein, regarding online utility bill payments.

50 Mayor Dalton asked Mr. Locke to provide the Council a brief update on the SDCs. Mr. Locke
51 reported the SDC waiver did sunset the previous day and explained that as discussed earlier, staff

1 would provide a complete report on the program including the final fiscal impacts. He noted
2 moving forward it would be important to have those final numbers before making a decision. In
3 response to a question, Mr. Locke stated the report would be on the October 15 Council agenda.
4 Councilor Marshall asked if it would be appropriate for the Council to consider an extension for
5 the interim. Mr. Nelson indicated that if the Council decided to continue the SDC discount based
6 on the information staff provided, they could backdate it to October 1. Councilor Lawson stated
7 from the standpoint of someone buying a home, if she had to wait for a decision by the Council,
8 she might decide to look elsewhere. She indicated she would like to do an extension until the
9 Council got the report from staff. Mr. Shetterly advised the Council could by vote extend the
10 term of the resolution, noting an extension would make analysis of the program difficult.

11 Mr. Nelson advised that if the Council extended the SDC discount, staff would draw a line for
12 analysis at the original legislation through September 30. He noted staff was administering the
13 resolution as intended.

14 Councilor Lawson states she was okay with an analysis through September 30 while providing an
15 extension through October. Councilor Wilson commented that the Council had received input
16 from builders and realtors but really felt the Council should listen to the staff. She advised the
17 Council needed to hear the staff's report and make a decision based on that. Council President
18 Scroggin indicated he would like to do something on the 15th of October and make it retroactive.

19 Mr. Locke advised the City received 10 sets of plans on the previous Friday, so that would figure
20 in to the fiscal impact numbers. He noted the sunseting of the SDC discount wasn't a surprise to
21 anyone because the date was clearly laid out when the resolution passed. Councilor Fairchild
22 commented that he would have liked to have had the report ahead of the September 30 date.

23 Mayor Dalton advised the Council could discuss the topic further under *Other Business* later on
24 the agenda.

25 **PUBLIC HEARING**

26 **CONSENT AGENDA**

27 Councilor Wilson briefly reviewed the post meeting agendas for the Administrative and Building
28 and Grounds Committee meetings.

29 It was moved by Councilor Marshall and seconded by Councilor Wilson *to approve the Consent*
30 *Agenda as presented*. The motion CARRIED UNANIMOUSLY.

31 Items approved by the Consent Agenda: a) the September 17, 2012, City Council meeting
32 minutes; b) report of the September 24, 2012, Administrative Committee meeting; c) report of
33 the September 24, 2012, Building and Grounds Committee meeting; and d) ratify various
34 intergovernmental agreements.

35 **ITEMS REMOVED FROM CONSENT AGENDA**

36 There were no items removed from the Consent Agenda.

37 **REPORTS OR COMMENTS FROM COUNCIL**

38 Council President Scroggin reported he attended the open house at West Valley Hospital the
39 previous week, noting the community was well represented and the new construction was quite
40 impressive. He also pointed out that on the cover of the current Energy Trust magazine was a
41 picture of the local school superintendent, adding the school's recent upgrades saved them over
42 \$80,000 a year.

43 Councilor Fairchild indicated he had attended the League of Oregon Cities (LOC) conference in
44 Salem and overall it was very good. He also noted the following Friday was homecoming and
45 they would be renaming the field in honor of Coach Ron August on that night.

46 Councilor Stewart advised he also went to the LOC conference.

47 **REPORTS FROM CITY MANAGER AND STAFF**

48 **CITY ATTORNEY CONTRACT**

49 Mr. Nelson reviewed the staff report. He pointed out that he appreciated how responsive Mr.
50 Shetterly was and what high quality, cost effective service he provided.

1 It was moved by Councilor Lawson and seconded by Councilor Wilson to *approve the City*
2 *Attorney Services contract*. The motion carried unanimously.

3 **CHARTER FRANCHISE IGA**

4 Mr. Nelson reviewed the staff report. He explained the intergovernmental agreement (IGA)
5 needed to be approved by the Council because it was between several communities. Councilor
6 Fairchild commented that it was a great idea. In response to a question, Mr. Shetterly indicated
7 the City was at no risk of losing benefits through this IGA.

8 It was moved by Councilor Woods and seconded by Council President Scroggin to *approve*
9 *entering into an intergovernmental agreement (IGA) with the City of Nehalem and other cities for*
10 *joint negotiation of Charter Communications franchises*. The motion carried unanimously.

11 **LIBRARY UPDATE**

12 Robert Spivey reviewed his staff report. In response to a question, Mr. Spivey indicated that
13 Rosalyn McGarva was the point person for staff at the library, adding he made sure to check in
14 with the staff at least once each day. Mr. Spivey noted some decisions were deferred to him or
15 the Library Board.

16 Council President Scroggin asked if Mr. Spivey was doing things the Lead Librarian used to do
17 such as budget and evaluations. Mr. Spivey advised that budget recommendations came from the
18 Library Board and he did the staff evaluations.

19 **INTERVIEW PANELS FOR CITY MANAGER CANDIDATES**

20 Mr. Nelson reviewed his staff report. He noted he'd heard other names suggested for the panels,
21 including Christy Perry and Greg Hansen which the Council could consider. He explained the
22 last panel he suggested was a staff panel because he found it was very helpful for candidates to
23 have less rigorous questions and more interaction with staff to see if there was a good fit. He
24 indicated he was looking for direction from the Council on the panel members so he could do
25 outreach and make sure they reserved the date of the interviews.

26 Councilor Lawson suggested adding some long-term regular staff members to the staff interview
27 panel, noting someone below the administrative level might provide good input.

28 Councilor Brown joined the meeting at 7:45.

29 Councilor Wilson suggested including David Parrett from the Dallas Retirement Village on a
30 panel.

31 After some discussion, it was the consensus of the Council was to add Christy Perry and Greg
32 Hansen to the Community Leaders interview panel.

33 After further discussion, it was decided that there would be some general staff on the staff panel
34 and the Meet and Greet would be held at the Civic Center.

35 In response to a question, Mr. Nelson explained the Council would be getting feedback from the
36 panels on each of the candidates rather than one candidate selected. He noted each panel's
37 comments would be summarized for the Council.

38 **OTHER**

39 Mr. Nelson stated that there were three agenda items for the Council workshop on October 10.
40 He reported the Council would be discussing the League of Oregon Cities conference, looking at
41 a Council Policy format, and discussing the recent bad news from PERS. He explained the rate
42 increase from PERS effective July 1, 2013, would include an additional \$250,000 in expenditures
43 for the City so the Council needed to start discussing that as soon as possible.

44 **FIRST READING OF ORDINANCE**

45 **SECOND READING OF ORDINANCE**

46 **OTHER BUSINESS**

47 It was moved by Councilor Lawson and seconded by Council President Scroggin to extend

1 Resolution 3241 through October 15.

2 Councilor Wilson expressed her concern that the Council wasn't listening to the staff. Mr. Nelson
3 advised the SDC discount did have impacts to the infrastructure needs of the community.

4 Councilor Fairchild indicated his concern without the full factual information. Councilor Woods
5 commented that the Council needed to be fiscally prudent and do what was good for the City. He
6 stated the resolution did have a deadline and the Council needed to know how the SDC discount
7 affected the City. He indicated he was willing to wait two weeks to decide.

8 Councilor Lawson stated she agreed with Councilor Woods and echoed Councilor Fairchild's
9 sentiments, but if there was a sunset, the Council needed to have reports sooner than the date of
10 the sunset. Mr. Nelson explained that was difficult to do because there was often a rush at the end
11 and that information needed to be part of the analysis. He noted ten applications came in over the
12 last week and if the Council had a report two weeks earlier, the Council wouldn't be getting the
13 information.

14 The motion passed with Council President Scroggin, Councilor Lawson, Councilor Marshall,
15 Councilor Stewart, and Councilor Woods voting yes and Councilor Fairchild and Councilor
16 Wilson voting no. Councilor Brown abstained because he missed the earlier discussion.

17 There being no further business, the meeting adjourned at 8:02 p.m.

Read and approved this _____ day of _____ 2012.

Mayor

ATTEST:

Interim City Manager

DALLAS

AREA
CHAMBER OF COMMERCE

September 28, 2012

City of Dallas
187 SE Court Street
Dallas, OR 97338

Re: Resolution #3241

Dear Mayor Dalton and City Councilors,

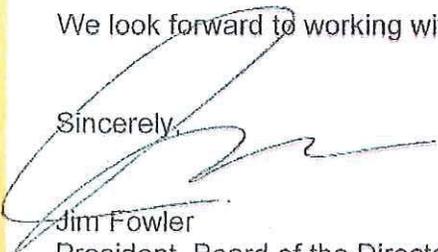
The Board of Directors of the Dallas Area Chamber of Commerce and the members of its Public Policy Committee respectfully request that the City Council take such action so as to extend or reauthorize the reduction of the cities system development charges into the next building season.

The benefits that we see from the reduction of the system development charges are additional construction employment, expansion of purchases of construction materials from our local community, additional disposable income spent within the community, providing housing a lower purchase price and adding assessed valuation and additional tax resources to the city.

While we understand the reduction was adopted as a temporary measure to spur economic development activity, we feel that the temporary measure was successful and an extension/continuation of the reductions without change would continue what has been a very positive impact on our city's economy and fiscal health.

We look forward to working with you on this issue.

Sincerely,



Jim Fowler
President, Board of the Directors

cc: Chelsea Pope, Executive Director
Jim Williams, Chair of the Public Policy Committee

Joseph E. Koubek
565 SE Mifflin Street
Dallas, Oregon 97338

503-480-4093

joekoubek@yahoo.com

October 1, 2012

Mayor Dalton and Members of the City Council,

While I support the city's finance department creating an online system for receiving payments, I do not support a user charge for those taking advantage of such a system. I have been paying my bills online for years and have never been charged a fee for doing so, even when I made all my payments individually. Most online customers would probably choose to make payments via their bank's electronic bill pay rather than through the city's web site anyway.

The reduction in staff time opening envelopes, collecting payments from payment drops, posting cash and check payments should more than offset the cost of maintaining an electronic payment system. There should be fewer "bounced" checks, too.

The cost to set up the system would be a one time charge and I'm sure the city would shop for a vendor and system appropriate to Dallas' size and needs. This

Hopefully, this system, if well thought out; could be used by all city departments that accept payments such as municipal court, community development, parks, etc.

Respectfully,

Joseph E. Koubek

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 5 c	Topic: OLCC Liquor License Application for New Outlet
Prepared By: Emily Gagner	Meeting Date: October 15, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson		

RECOMMENDED MOTION:

With approval of the Consent Agenda, the Council would recommend to the OLCC that the license for a new outlet at 433 Main Street be granted.

BACKGROUND:

The City received an OLCC application for a new outlet at 433 Main Street for the Red Chopstick. The Police Department has reviewed the application and found no items of concern.

FISCAL IMPACT:

None

ATTACHMENTS:

OLCC License Application for the Red Chopstick



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
- Commercial Establishment
 - Caterer
 - Passenger Carrier
 - Other Public Location
 - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
 - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: _____

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other _____

CITY AND COUNTY USE ONLY

Date application received: 10-04-12 A09:23 RCVD

The City Council or County Commission:

(name of city or county)

recommends that this license be:

Granted Denied

By: _____
(signature) (date)

Name: _____

Title: _____

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

OLCC USE ONLY

Application Rec'd by: OLCC BP

Date: 10/3/2012

90-day authority: Yes No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

- ① Sammy Enterprises II, Inc. ③ _____
- ② _____ ④ _____

2. Trade Name (dba): Red Chopstick

3. Business Location: 433 Main St Dallas Polk OR 97338
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 105 SW Rainbow Ave Dallas OR 97338
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (503) 984-2325 (503) 623-4594
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: Dallas Burgwr & Chicken Basket

9. Will you have a manager? Yes No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Dallas
(name of city or county)

11. Contact person for this application: Sean Chung (503) 984-2325
(name) (phone number(s))
_____ (503) 623-4594
(address) Dallas, OR 97338 (fax number) (mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:
① Sean Chung Date 8/27/12 ③ _____ Date _____
② _____ Date _____ ④ _____ Date _____

RECEIVED
OREGON LIQUOR CONTROL COMMISSION

OCT 01 2012

SALEM REGIONAL OFFICE



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY

1. Trade Name Red Chopstik 2. City Dallas
 3. Name Chung Sean
 (Last) (First) (Middle)
 4. Other names used (maiden, other) n/a
 5. *SSN [REDACTED] 6. Place of Birth [REDACTED] 7. DOB [REDACTED] 8. Sex M F
 (State or Country) (mm) (dd) (yyyy)

*SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you sign below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)). If you consent to these uses, please sign here:

Applicant Signature: Sean Chung OCT 03 2012

9. Driver License or State ID # [REDACTED] INITIALS: OR
 11. Residence Address [REDACTED] Dallas OR 97338
 (number and street) (city) (state) (zip code)
 12. Mailing Address (if different) _____
 (number and street) (city) (state) (zip code)
 13. Contact Phone [REDACTED] 14. E-Mail address (optional) n/a

15. Do you have a spouse or domestic partner? Yes No
 If yes, list his/her full name: Atlan Chung

16. If yes to #15, will this person work at or be involved in the operation or management of the business?
 Yes No

17. List all states, other than Oregon, where you have lived during the past ten years:
None

18. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of driving a car with a suspended driver's license or driving a car with no insurance?
 Yes No Unsure If yes, list the date(s), or approximate dates, and type(s) of convictions.
 If unsure, explain. You may include the information on a separate sheet.

19. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of a misdemeanor or a felony? Yes No Unsure
 If yes, list the date(s), or approximate dates, and type(s) of convictions. If unsure, explain. You may include the information on a separate sheet.

20. Trade Name Red Chopstick 21. City Dallas

22. Do you have any arrests or citations that have not been resolved? Yes No Unsure
If yes or unsure, explain here or include the information on a separate sheet.

23. Have you ever been in a drug or alcohol **diversion program** in Oregon or any other state? (A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.) Yes No Unsure
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.
No

24. Do you, or any legal entity that you are a part of, **currently hold** or **have previously held** a liquor license in Oregon or another US state? (Note: a service permit is not a liquor license.) Yes No Unsure
If yes, list the name(s) of the business, the city (or cities) and state (or states) where located, and the date(s) of the license(s). If unsure, explain. You may include the information on a separate sheet.
Thrifty Market 2004 to present

25. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate **denied or cancelled** by the OLCC or any other governmental agency in the US?
 Yes No Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

Questions 26 and 27 apply if you, or any legal entity that you are part of, are applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license. If you are not applying for one of those licenses, mark "N/A" on Questions 26 & 27.

26. Do you have any ownership interest in any other business that makes, wholesales, or distributes alcohol? N/A No Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

27. Does, or will, a maker, wholesaler, or distributor of alcohol have any ownership interest in your business?
 N/A Yes No Unsure If yes or unsure, explain:

Question 28 applies if you, or any legal entity that you are part of, are applying for a Brewery, Brewery-Public House, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage & Wine, or Winery license. If you are not applying for one of those licenses, mark "N/A" on Question 28.

28. Do you, or any legal entity that you are part of, have any ownership interest in any other business that sells alcohol at retail in Oregon? N/A Yes No Unsure If yes or unsure, explain:

You must sign your own form (you can't have your attorney or a person with power of attorney sign your form).
I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Seam Chung Date: 8/27/12

503) 378-4594



OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY

1. Trade Name Red Chopstick 2. City Dallas
 3. Name Chung Asi Lan
 (Last) (First) (Middle)
 4. Other names used (maiden, other) n/a
 5. *SSN [REDACTED] Place of Birth [REDACTED] 7. DOB [REDACTED] 8. Sex M F
 (State or Country) (mm) (dd) (yyyy)

*SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you sign below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a). If you consent to these uses, please sign here:

OSP/DMV
 OCT 03 2012

Applicant Signature: [Signature]

INITIALS:
 INITIALS: OR

9. Driver License or State ID # _____
 10. State OR
 11. Residence Address [REDACTED] Dallas OR 97338
 (number and street) (city) (state) (zip code)
 12. Mailing Address (if different) _____
 (number and street) (city) (state) (zip code)
 13. Contact Phone [REDACTED] 14. E-Mail address (optional) n/a
 15. Do you have a spouse or domestic partner? Yes No
 If yes, list his/her full name: [REDACTED]
 16. If yes to #15, will this person work at or be involved in the operation or management of the business?
 Yes No
 17. List all states, other than Oregon, where you have lived during the past ten years:
none
 18. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of driving a car with a suspended driver's license or driving a car with no insurance?
 Yes No Unsure If yes, list the date(s), or approximate dates, and type(s) of convictions.
 If unsure, explain. You may include the information on a separate sheet.
 19. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of a misdemeanor or a felony? Yes No Unsure
 If yes, list the date(s), or approximate dates, and type(s) of convictions. If unsure, explain. You may include the information on a separate sheet.

RECEIVED

OREGON LIQUOR CONTROL COMMISSION (Rev. 02/12)

20. Trade Name Red chopstik 21. City Dallas

22. Do you have any arrests or citations that have not been resolved? Yes No Unsure
If yes or unsure, explain here or include the information on a separate sheet.

23. Have you ever been in a drug or alcohol diversion program in Oregon or any other state? (A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.) Yes No Unsure
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

24. Do you, or any legal entity that you are a part of, currently hold or have previously held a liquor license in Oregon or another US state? (Note: a service permit is not a liquor license.) Yes No Unsure
If yes, list the name(s) of the business, the city (or cities) and state (or states) where located, and the date(s) of the license(s). If unsure, explain. You may include the information on a separate sheet.

Thrifty Market 2004 To present

25. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate denied or cancelled by the OLCC or any other governmental agency in the US?
 Yes No Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

Questions 26 and 27 apply if you, or any legal entity that you are part of, are applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license. If you are not applying for one of those licenses, mark "N/A" on Questions 26 & 27.

26. Do you have any ownership interest in any other business that makes, wholesales, or distributes alcohol? N/A Yes No Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

27. Does, or will, a maker, wholesaler, or distributor of alcohol have any ownership interest in your business?
 N/A Yes No Unsure If yes or unsure, explain:

Question 28 applies if you, or any legal entity that you are part of, are applying for a Brewery, Brewery-Public House, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage & Wine, or Winery license. If you are not applying for one of those licenses, mark "N/A" on Question 28.

28. Do you, or any legal entity that you are part of, have any ownership interest in any other business that sells alcohol at retail in Oregon? N/A Yes No Unsure If yes or unsure, explain:

You must sign your own form (you can't have your attorney or a person with power of attorney sign your form).

I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 10/1/12



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: SAMMY ENTERPRISES, II INC Phone: (503) 984-2325

Trade Name (dba): Red Chopstik

Business Location Address: 433 Main St

City: Dallas ZIP Code: 97338

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday off to _____

Monday 11 am to 9 pm

Tuesday 11 am to 9 pm

Wednesday 11 am to 9 pm

Thursday 11 am to 9 pm

Friday 11 am to 9 pm

Saturday 11 am to 9 pm

Outdoor Area Hours:

Sunday _____ to _____

Monday _____ to _____

Tuesday _____ to _____

Wednesday _____ to _____

Thursday _____ to _____

Friday _____ to _____

Saturday _____ to _____

The outdoor area is used for: N/A

Food service Hours: _____ to _____

Alcohol service Hours: _____ to _____

Enclosed, how: _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

- Check all that apply:
- Live Music
 - Recorded Music
 - DJ Music
 - Dancing
 - Nude Entertainers
 - Karaoke
 - Coin-operated Games
 - Video Lottery Machines
 - Social Gaming
 - Pool Tables
 - Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____

Monday _____ to _____

Tuesday _____ to _____

Wednesday _____ to _____

Thursday _____ to _____

Friday _____ to _____

Saturday _____ to _____

SEATING COUNT

Restaurant: 63 Outdoor: N/A

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: 63

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)

Investigator Initials: _____

Date: _____

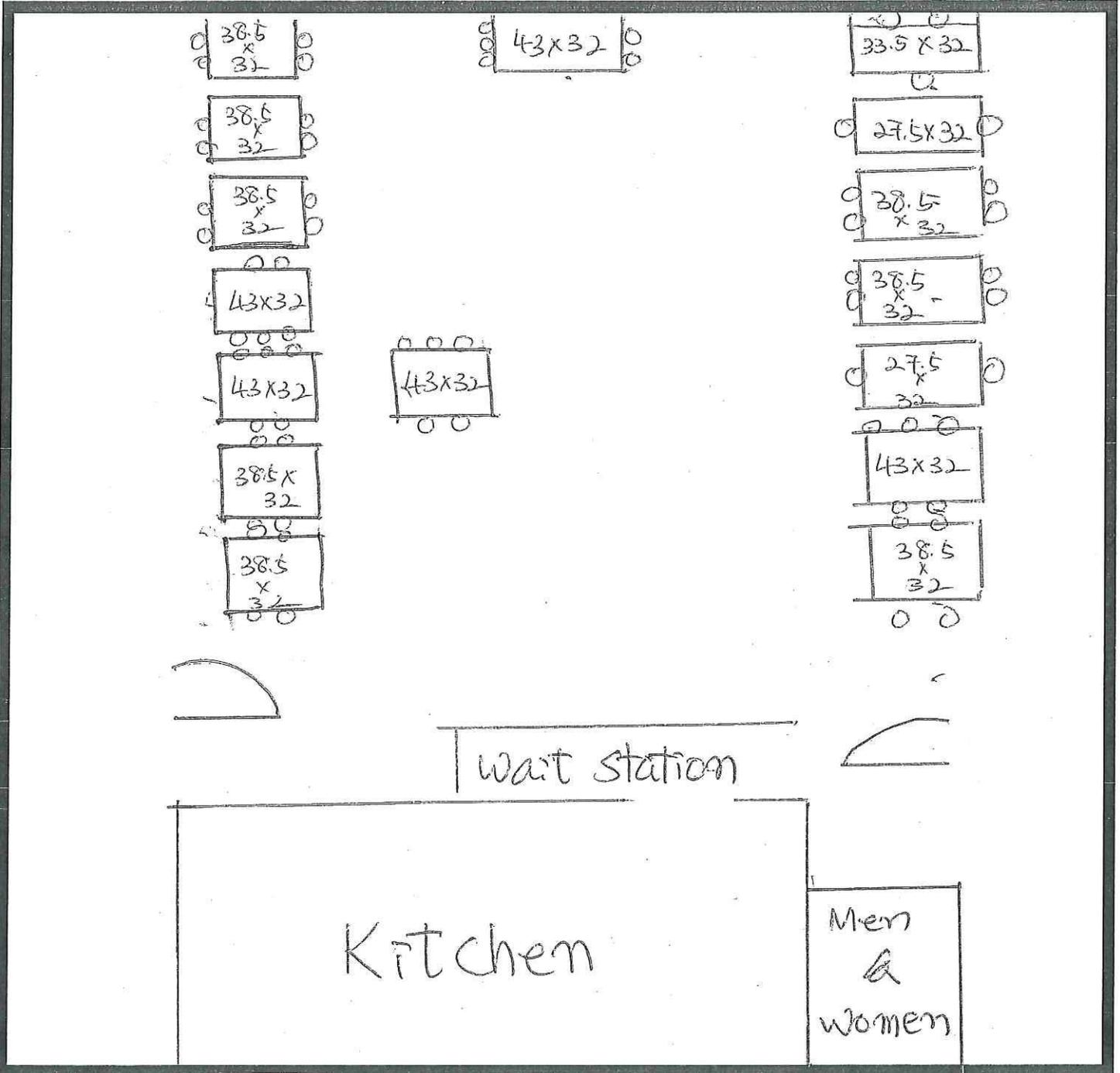
I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Sean Chung Date: 8/27/12



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- Applicants must provide a sketch that shows the specific area of the premises (e.g. dining area, bar, lounge, kitchen and restrooms). Full On-Premises (commercial establishments) applicants must also show dining tables. See example on back.



Applicant Name: Sammy Enterprises II Inc.

Trade Name (dba): Sammy Enterprises, Inc II

City and ZIP Code: Dallas, 97338

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 5 d	Topic: OLCC Liquor License Application Change of Ownership
Prepared By: Emily Gagner	Meeting Date: October 15, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson		

RECOMMENDED MOTION:

With approval of the Consent Agenda, the Council would recommend to the OLCC that the license for a change of ownership at The Round Up Pub at 962 Main Street be granted.

BACKGROUND:

The City received an OLCC application for a change of ownership at 962 Main Street for the Round Up Pub. The Police Department has reviewed the application and found no items of concern.

FISCAL IMPACT:

None

ATTACHMENTS:

OLCC License Application for the Round Up



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES:

- Full On-Premises Sales (\$402.60/yr)
 - Commercial Establishment
 - Caterer
 - Passenger Carrier
 - Other Public Location
 - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
 - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: _____

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other Change Trade Name

CITY AND COUNTY USE ONLY

Date application received: 10-10-12 10-10-12 11:08 AM RGV

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: 10/10/12

90-day authority: Yes No

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① The Round up of Oregon LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): round up 1

3. Business Location: 962 main st Dallas polk OR 97338
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 540 Nottingham Lane Dallas OR 97338
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503 831-0189
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: Clifford D. Carpenter Type of License: Full on-premises

8. Former Business Name: The Round up Pub

9. Will you have a manager? Yes Name: Ray Stratton
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Dallas
(name of city or county)

11. Contact person for this application: Ray H. Stratton 503-918-7196
(name) (phone number(s))
[Redacted] Dallas OR Ray.ThePub@gmail.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 9/23/12 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____

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OREGON LIQUOR CONTROL COMMISSION

SEP 24 2012



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY

1. Trade Name Round up. 1 2. City DAUAS
3. Name STRATTON RAY HAROLD
(Last) (First) (Middle)
4. Other names used (maiden, other) _____
5. *SSN [REDACTED] 6. Place of Birth [REDACTED] 7. DOB [REDACTED] 8. Sex M F

*SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you sign below.
Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a). If you consent to these uses, please sign here:
Applicant Signature: [Signature]

9. Driver License or State ID # [REDACTED] 10. State OREGON
11. Residence Address [REDACTED] DAUAS, OR 97338
(number and street) (city) (state) (zip code)

12. Mailing Address (if different) _____
(number and street) (city) (state) (zip code)

13. Contact Phone [REDACTED] 14. E-Mail address (optional) ray.the.pub@gmail.com

15. Do you have a spouse or domestic partner? Yes No
If yes, list his/her full name: _____

16. If yes to #15, will this person work at or be involved in the operation or management of the business?
 Yes No

17. List all states, other than Oregon, where you have lived during the past ten years:
N/A

18. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of driving a car with a suspended driver's license or driving a car with no insurance?
 Yes No Unsure If yes, list the date(s), or approximate dates, and type(s) of convictions.
If unsure, explain. You may include the information on a separate sheet.

19. In the past 12 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or any other state of a misdemeanor or a felony? Yes No Unsure
If yes, list the date(s), or approximate dates, and type(s) of convictions. If unsure, explain. You may include the information on a separate sheet.
See att

20. Trade Name The round up. 21. City Dallas

22. Do you have any arrests or citations that have not been resolved? Yes No Unsure
If yes or unsure, explain here or include the information on a separate sheet.

23. Have you ever been in a drug or alcohol diversion program in Oregon or any other state? (A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.) Yes No Unsure
If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

2003 diversion for DUI

24. Do you, or any legal entity that you are a part of, currently hold or have previously held a liquor license in Oregon or another US state? (Note: a service permit is not a liquor license.) Yes No Unsure
If yes, list the name(s) of the business, the city (or cities) and state (or states) where located, and the date(s) of the license(s). If unsure, explain. You may include the information on a separate sheet.

See ATT:

25. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate denied or cancelled by the OLCC or any other governmental agency in the US?
 Yes No Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

Questions 26 and 27 apply if you, or any legal entity that you are part of, are applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license. If you are not applying for one of those licenses, mark "N/A" on Questions 26 & 27.

26. Do you have any ownership interest in any other business that makes, wholesales, or distributes alcohol? N/A Yes No Unsure If yes, list the date(s), or approximate dates. If unsure, explain. You may include the information on a separate sheet.

27. Does, or will, a maker, wholesaler, or distributor of alcohol have any ownership interest in your business?
 N/A Yes No Unsure If yes or unsure, explain:

Question 28 applies if you, or any legal entity that you are part of, are applying for a Brewery, Brewery-Public House, Distillery, Grower Sales Privilege, Warehouse, Wholesale Malt Beverage & Wine, or Winery license. If you are not applying for one of those licenses, mark "N/A" on Question 28.

28. Do you, or any legal entity that you are part of, have any ownership interest in any other business that sells alcohol at retail in Oregon? N/A Yes No Unsure If yes or unsure, explain:

N/A

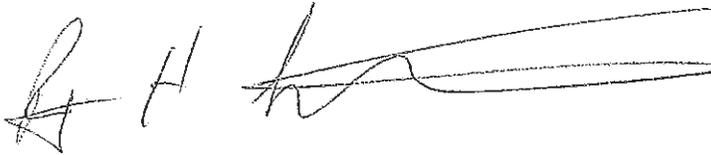
You must sign your own form (you can't have your attorney or a person with power of attorney sign your form).

I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 9/23/12
Page 21 of 82

19. 2002 Disorderly Conduct
2011 Disorderly Conduct

24.	North Dallas Bar & Grill	Present	Dallas
	Main Street Pub	Present	Monmouth
	Tonys Place	Present	Dallas
	Sweenys	Present	Dallas

 10-10-12.



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: The Round up of Oregon L.L.C. Phone: 503-910-7196

Trade Name (dba): Round up

Business Location Address: 902 Main St.

City: Dallas ZIP Code: 97338

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>11 am</u> to <u>2:30 am</u>
Monday	<u>11 am</u> to <u>2:30 am</u>
Tuesday	<u>11 am</u> to <u>2:30 am</u>
Wednesday	<u>11 am</u> to <u>2:30 am</u>
Thursday	<u>11 am</u> to <u>2:30 am</u>
Friday	<u>11 am</u> to <u>2:30 am</u>
Saturday	<u>11 am</u> to <u>2:30 am</u>

Outdoor Area Hours: N/A

Sunday	_____ to _____
Monday	_____ to _____
Tuesday	_____ to _____
Wednesday	_____ to _____
Thursday	_____ to _____
Friday	_____ to _____
Saturday	_____ to _____

The outdoor area is used for:

- Food service Hours: _____ to _____
- Alcohol service Hours: _____ to _____
- Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	_____ to _____
Monday	_____ to _____
Tuesday	_____ to _____
Wednesday	_____ to _____
Thursday	_____ to _____
Friday	_____ to _____
Saturday	_____ to _____

SEATING COUNT

Restaurant: _____ Outdoor: _____
 Lounge: 76 Other (explain): _____
 Banquet: _____ Total Seating: 76

OLCC USE ONLY

Investigator Verified Seating: _____(Y) _____(N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 9/23/12

1-800-452-OLCC (6522)

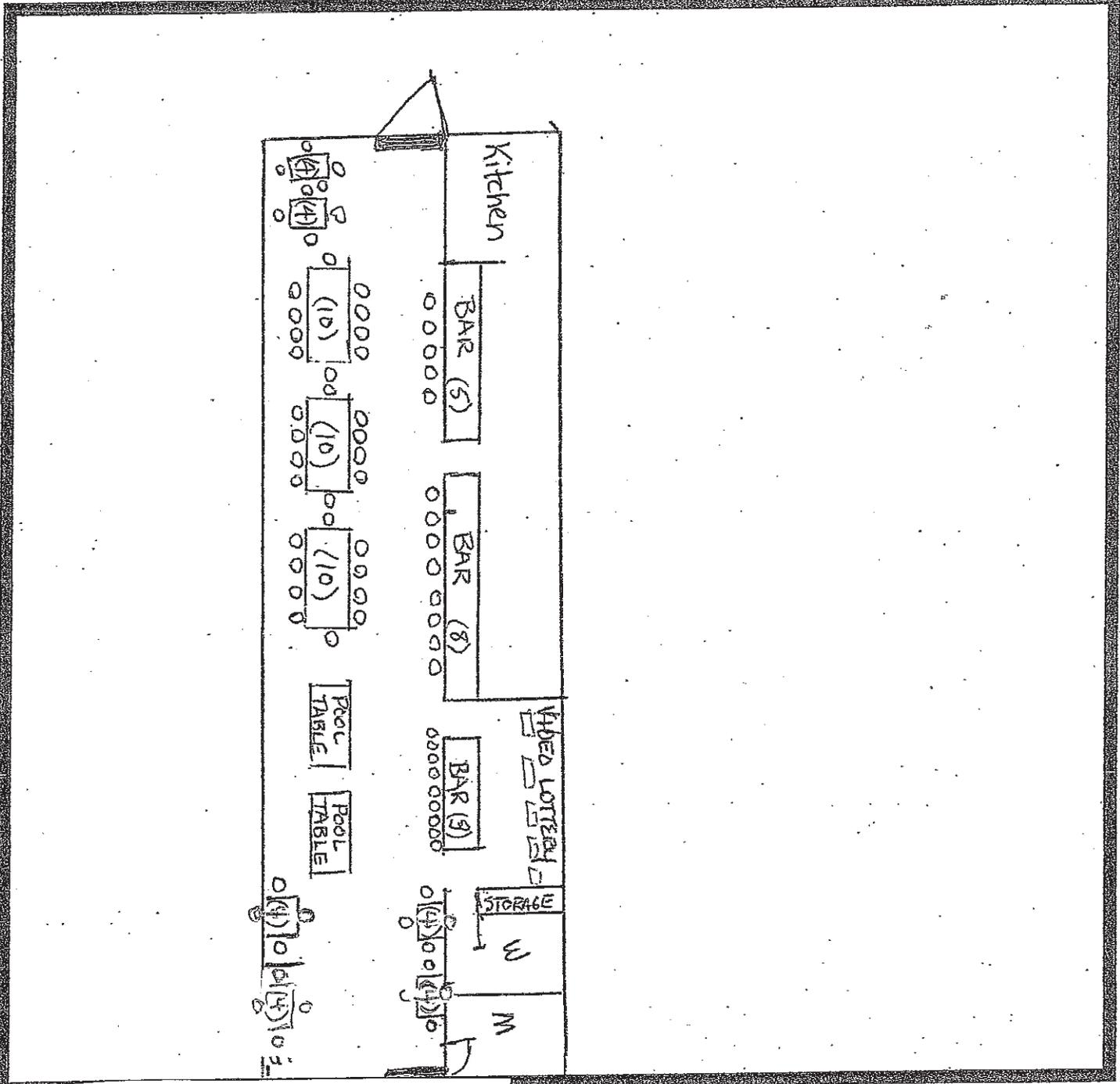
www.oregon.gov/olcc



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

20 FT - 100 FT

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- Applicants must provide a sketch that shows the specific area of the premises (e.g. dining area, bar, lounge, kitchen and restrooms). Full On-Premises (commercial establishments) applicants must also show dining tables. See example on back.



th. Roundup Pub 1
 Applicant Name
Roundup Pub 1
 Trade Name (dba):
Dallas 97338
 City and ZIP Code

.....OLCC USE ONLY.....
 MINOR POSTING ASSIGNMENT(S)
 Date: _____ Initials: _____

DALLAS CITY COUNCIL

REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 5 e	Topic: Mid-Valley Reserve Training Academy IGA Approval
Prepared By: Emily Gagner	Meeting Date: October 15, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson		

RECOMMENDED MOTIONS:

With approval of the Consent Agenda, the Council would approve the MVRT IGA as written

BACKGROUND:

The state police academy does not train police reserve officers (although it does dictate their training requirements). The Dallas Police Department is a member of the Mid-Valley Reserve Training Academy, which is a cooperative police academy that trains reserve police officers. DPSST-certified trainers and students come from participating agencies.

The Mid-Valley Reserve Training Academy (MVRT) is comprised of the many mid-Willamette Valley agencies listed on the first page of the agreement (attached). Prior to participation with these agencies, Polk County agencies conducted their own reserve training academy based upon an IGA already in place. Two years ago, it was discovered there was no IGA in place for MVRT and the need to indemnify each participating agency was identified. Last year, Dallas PD had no students in MVRT.

Dallas PD was a lead agency in the prior Polk County academy and has continued to be a lead agency in MVRT. At E.2., the IGA identifies the City of Dallas as the fiscal agent for MVRT. The City of Dallas merely receives and disburses funds on the behalf of MVRT. All funds are kept in a separate account, solely for the use of MVRT.

The MVRT IGA provides indemnification and organization to MVRT but it does not create an ORS 190 entity; each participating agency retains its own identity and bears its own responsibilities.

The IGA was crafted cooperatively between the Marion County Sheriff’s Office and the Dallas Police Department and their respective attorneys; consequently, the City of Dallas City Attorney, Lane Shetterly, is familiar with and has approved the MVRT IGA.

FISCAL IMPACT:

None immediately but a lack of indemnification if not signed and if Dallas PD participates in MVRT may expose the City of Dallas to some fiscal responsibilities.

ATTACHMENTS:

Intergovernmental Agreement for Coordinated Training and Education at the Mid-Valley Reserve Training Academy, colloquially referred to as the MVRT IGA

INTERGOVERNMENTAL AGREEMENT
For coordinated training and education at the
Mid-Valley Reserve Training Academy

This agreement is for the purpose of coordinating the initial training and education of reserve police officers and reserve sheriff deputies. The coordinated training and education is known as the Mid-Valley Reserve Training Academy.

This agreement is entered between the following Oregon counties and cities each of which constitutes a political subdivision of the state of Oregon: Benton County, Linn County, Marion County, Polk County, Yamhill County, Adair Village, Aumsville, Aurora, Dallas, Gervais, Independence, Keizer, Lebanon, McMinnville, Monmouth, Newberg-Dundee, Philomath, Stayton and Turner. For the purposes of this agreement, each political subdivision is represented by the chief law enforcement officer for the entity. The chief law enforcement officer for a county is the sheriff. The chief law enforcement officer for a city is its chief of police.

Recitals:

1. The parties are units of local government authorized to enter this agreement pursuant to ORS Chapter 190. This agreement does not establish an intergovernmental entity.
2. The parties seek to provide a coordinated and shared reserve officer training program so that a well-educated and properly trained reserve officer force operates in the community.
3. The parties seek to ensure that proper legal training, enforcement techniques, and enforcement standards are taught to reserve officers in a thorough and consistent manner.
4. The parties agree that each will contribute in some form to the Mid-Valley Reserve Training Academy (MVRT).

Now, therefore, in consideration of the mutual promises made in this agreement, the parties agree as follows:

A. Definitions

1. Agency – A law enforcement agency which is a signatory to this agreement.

2. Board – The board comprised of the chief law enforcement officer of each Board Agency or his or her designee.
3. Operations Committee – A panel of personnel that plans and conducts the training academy.

B. Party Responsibilities

1. Each agency shall contribute toward the operation of MVRT. Smaller agencies are not expected to contribute at the same level as larger agencies, but some form of contribution shall be provided as determined by the Operations Committee.
2. If an agency does not have a candidate attending MVRT, that agency shall nevertheless contribute toward the operation as described above.
3. All agencies are expected to monitor their candidates and shall ensure their compliance with MVRT expectations.
4. Each agency shall provide a representative to act as a board member.

C. Board

The Board shall:

1. Be comprised of the chief law enforcement officers of each Agency or their designees.
2. Meet at least annually, prior to the start of the Mid-Valley Reserve Training Academy. Annual meetings shall be announced no less than two weeks in advance. Those members present for a meeting of the Board shall constitute a quorum and a majority of the quorum present shall be sufficient to act for the Board.
3. Shall meet upon the request of any five Board Agencies.
4. Appoint a Chairperson, Vice-Chairperson, and Secretary. Those persons appointed will serve at the pleasure of the Board, until their successors have been appointed.
5. Decide upon the admission of new agencies, as parties to this agreement.
6. Establish or affirm a code of conduct for candidates and trainers.
7. Establish the fee(s) for each reserve candidate.

8. Determine or decide upon the recommendations of the Operations Committee with regard to:
 - a. The schedule for the academy.
 - b. The content of training.
 - c. The number of candidates to be trained.
 - d. The allotment of candidate slots to each party.
 - e. The number of slots available to agencies that are not signatories to this agreement.
9. Consider establishing an Operations Committee as described below.

D. Operations Committee

The Board may delegate to the Operations Committee any of the Board's powers and authority provided that the Board may revoke any powers or authority delegated to the Operations Committee and disapprove any action taken by the Operations Committee.

Minor problems or disputes may be handled by the Operations Committee; however, significant problems or disputes shall be reported to the involved parties' chief law enforcement officers who may request a meeting of the Board.

The Operations Committee will be expected to:

1. Conduct the day-to-day operations and decision-making for the safe and coordinated execution of the training academy.
2. Establish a communications protocol for the coordinated execution of the training program.
3. Confer with the Department of Public Safety Standards and Training with regard to the curriculum, training, and certification.
4. Develop the content of training and submit it to the Board for approval.
5. Coordinate the contributions of the parties.
6. Develop the MVRT schedule and submit it to the Board for approval.
7. Determine the number of candidates able to be trained.

If the Board does not establish and appoint an Operations Committee, the foregoing functions of the Operations Committee will be carried out directly by the Board.

E. Specific Agency Responsibilities

1. Marion County will provide access to a training facility as long as the Marion County Sheriff's Office has access rights to the Brooks Training Facility.
2. The City of Dallas shall act as fiscal agent for the MVRT on behalf of all parties and shall administer and maintain all MVRT funds from all sources. The City of Dallas shall maintain records of funds received and expended on behalf of the MVRT and shall account for all funds at each meeting of the Board.

F. General Conditions

1. Effective Date: This agreement will be effective upon the date of signature of all the parties.
2. Duration: The term of this agreement shall be for five years.
3. Termination: Any party may terminate its participation in this agreement upon thirty (30) day written notice to the other parties.
4. Availability of funding: Any party may terminate this agreement upon delivery of written notice to the other party if funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the fulfillment of this agreement. This agreement may be modified to accommodate a reduction in funds.
5. Notice: Written notice shall be deemed given by one party to the others on the date the notice is personally delivered or mailed by certified mail, return receipt requested to the chief law enforcement officer of each Agency or his or her designee.
6. Independent Contractor: Neither party is, by virtue of this agreement, a partner or joint venturer with the other parties in connection with activities carried out under this agreement, and neither shall have any obligation with respect to the others' debts or any other liabilities of each and every nature. Each party is the employer of its own employees and exclusively responsible for them.
7. Each party shall save harmless, indemnify and defend the other party for any and all claims, damages, losses and expenses incurred by others to the extent that the same are caused by the negligence or misconduct of the party or the party's agents, officers or employees. Liability shall be limited to not more than the limits of liability set forth in the Oregon Tort Claims Act. Each party shall maintain insurance or self-insurance for

general liability. Each party shall provide workers' compensation insurance in compliance with ORS Chapter 656 for all employees performing work under this agreement.

No party shall be liable to the other party for any indirect, incidental, special, punitive, or consequential damages, including, but not limited to, interruption of business activities.

8. The persons signing this agreement on behalf of their respective parties are authorized to execute this agreement, which shall be binding on the parties.
9. No modification of the provisions of this agreement shall be effective unless reduced to writing and signed by all parties.
10. This agreement contains the entire agreement between the parties and supersedes all prior written and/or oral discussions or agreements between parties.
11. The parties agree to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

In witness thereof, the parties have executed this agreement as of the date stated below.

Marion County, Oregon

Approved as to form:

Legal Counsel Date

County Contracts Date

**INTERGOVERNMENTAL AGREEMENT
For coordinated training and education at the
Mid-Valley Reserve Training Academy**

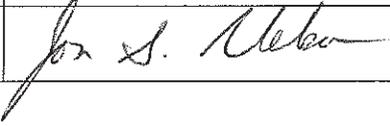
Signature Page:

Chief/Sheriff

Date

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

City of Dallas	Agenda Item No. 8a	Topic: SDC Waiver Program Final Report
Prepared By: Jason Locke, Community Development/ Operations Director	Meeting Date: October 15, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson, Interim City Manager		

RECOMMENDED ACTION: See attached.

BACKGROUND: See attached.

FISCAL IMPACT: See attached.

ATTACHMENTS:

SDC Waiver Final Report
SDC update report dated September 4, 2012
Resolution 3241

Final Report on the 2012 SDC Waiver Program

To: Dallas City Council

From: Jason Locke, Community Development/Operations Director

Date: October 15, 2012

Background:

On February 6, 2012, the City Council approved Resolution 3241. The resolution waived the full Sewer SDC and ½ of the Water SDC for dwellings containing less than 1700 square feet of living area. The SDC Waiver Program period started February 6, 2012 and ended October 1, 2012. The waiver was applicable to new single family dwellings (and duplexes as determined by the Council on August 20, 2012). The Sewer waiver averaged \$3900 and the ½ Water waiver averaged \$1900 per dwelling unit (the average is used due to an automatic 3% increase in SDC's that took effect on July 1).

The stated purpose of the waiver program was to “recognize the constraints on the housing market and residential real estate development during this period of economic recovery, the City Council of the City of Dallas desires to extend special assistance and support to foster and encourage the development of new housing to meet the needs of the community by temporarily reducing certain SDCs on certain residential construction”.

Staff provided an interim report to the City Council on September 4, 2012 (attached). The interim report stated the fiscal impact at that time: total amount of sewer and water SDC revenue that was foregone **totaled \$94,363**. Staff also indicated in that report that there was anecdotal evidence that suggested that the waivers had a positive effect on the number of permits being sought for new residential construction. On the Friday prior to the expiration of the waiver program, 10 new applications for permits were submitted.

The Numbers:

Number of qualifying permits issued or under review: **31**

Number of permits qualifying for both sewer and water waivers: **26**

Total value of Sewer SDC waivers: **\$120,900** (31x\$3900)

Total value of Water SDC waivers: **\$49,400** (26x\$1900)

Total value of all waivers = **\$170,300**

Building and Planning Permit fees collected or owed = **\$87,400**

Analysis:

The SDC waiver program was started in order to spur residential construction in the City. To date, the City has issued 31 qualifying permits for construction (compared to calendar year 2011, during which only 13 SFR permits were issued). The Council approved a 2 week extension

of the program until October 15, 2012 based upon a request from the Chamber of Commerce, realtors, and builders to do so, more specifically that there was the potential for additional permits that could be submitted during that 2 week extension. There are fiscal impacts that are associated with the program, most notably the loss of SDC revenue and the increase in both building permit revenue as well as property taxes (The other taxing districts such as the school district and Polk County will also see additional tax revenue). In addition, there are positive benefits from the employment related to construction and purchase of building supplies.

General Fund

Property taxes: The analysis presented by Nancie Rogers is essentially correct (Note that she used an assessed value of \$200,000, where the average value of the houses being built under the program are assessed at \$150,000). Using the city property tax rate of \$5.1961/\$1000 of assessed value, vacant lots generate approximately \$250/year per lot in property tax revenue for the city (\$7750 total for 31 lots), while a new home assessed at \$150,000 generates \$750/year in city property tax revenue. Multiply that average by 31, and the result is \$23,250/year in gross tax revenue, or **\$15,500 in net new and ongoing revenue to the general fund** (new home – vacant land). A new home also generates utility revenue, which is good for the water and sewer enterprise funds. However, the demand for services also increases with a new home vs. vacant land.

Permit revenue: Permit revenue has increased as a function of more permit applications. If an assumption was made that ½ of the homes that were permitted during the waiver period were a direct result of the waiver, then ½ (**\$43,700**) of the permit revenue is attributable to the waiver. Permit fees are one-time revenues. This is a positive net result for the general fund.

Affected SDC Funds

SDC's are collected to pay for the infrastructure that is necessary to serve increased demand due to growth. SDC's can only be used to build capital improvements that increase capacity. They cannot be used for maintenance and/or operations of the system.

Water: The waivers resulted in a loss of \$49,400 in water SDC revenue.

Sewer: The waivers resulted in a loss of \$120,900 in sewer SDC revenue.

These losses in SDC revenue, at this level, do impact the ability to pay for future improvements. However, if the program is continued, there are ramifications that must be addressed, most notably either raising SDC rates to make up for the current losses, or increasing utility rates.

An example of a utility rate-based approach for funding water capacity-expanding capital improvements:

SDC rate	\$3500
# of homes waived	100
Total value of waivers	\$350,000
Annual loan payment@4%	\$31,479
Rate increase needed	1.5%

Conclusions:

The intent of the program was to provide a temporary incentive to builders that would result in a net increase in construction activity. Staff believes that the waivers did in fact contribute to an increase in building activity, but that there were other factors at work that also had an effect, including rising demand, an improving economy, and mortgage interest rates being low. That being said, there are both positive and negative effects from building activity resulting from the waivers as discussed above.

The city is in the process of conducting a water/sewer rate study that includes SDC's. Until this study is complete, and all the issues and ramifications are known, it is difficult to justify the continuation of the SDC waiver program.

Recommendation: Due to the existing issues surrounding the SDC funds, and the issues discussed above, the recommendation is to allow the SDC waiver program to expire, or, if the Council wishes to continue the program, to specify a mechanism to be used to backfill the lost SDC revenue. (ie: SDC increase or general rate increases).

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 8a	Topic: SDC Discount Program Update
Prepared By: Jason Locke, Community Development/ Operations Director	Meeting Date: September 4, 2012	Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Approved By: Kim Marr, Acting City Manager		

RECOMMENDED ACTION: None. For information and discussion.

BACKGROUND: On February 6, 2012, the City Council adopted Resolution 3241, which was a waiver of the full sewer SDC and, in some cases, ½ the water SDC for residential one and two family dwellings. The purpose of the Resolution was to stimulate residential development within the city. The program is set to end on October 1, 2012.

As of August 29, 2012, the following has occurred under the SDC waiver program:

- The City has issued 16 permits for single-family dwellings and 1 permit for a duplex.
- Of those, all qualified for the sewer SDC waiver and 11 qualified for the water SDC reduction.
- There are potentially 3-4 additional houses in the pipeline that we could see prior to the program expiration.

This is an increase of 5 single-family dwelling permits for the same time period last year, an increase of 50%.

It does appear that, based on our conversations with builders, the SDC discount program has had an impact on their decision to move forward with a project, whether pre-sold or a spec house. While the housing industry as whole has been getting better according to most indicators, it does appear that Dallas has benefitted from the waivers. Keep in mind that while SDC revenue has been reduced, building permit revenue has increased slightly based on the additional houses being built.

FISCAL IMPACT: The total amount of sewer SDC revenue that was foregone was \$69,702, while water SDC revenue not collected was \$24,661, for a total of \$94,363.

ATTACHMENTS:

None

RESOLUTION NO. 3241

A Resolution temporarily waiving certain System Development Charges.

WHEREAS, the recent national and state economic recession has had continuing adverse impacts on home sales and new home construction, an important sector of the local economy; and

WHEREAS, System Development Charges (SDCs) imposed on new development by the City of Dallas are necessary to meet the capital improvement needs of the City, but can be a constraint on new construction during this period of recovery from economic recession; and

WHEREAS, recognizing the constraints on the housing market and residential real estate development during this period of economic recovery, the City Council of the City of Dallas desires to extend special assistance and support to foster and encourage the development of new housing to meet the needs of the community by temporarily reducing certain SDCs on certain residential construction, as provided herein, and finds that it is in the best interest of the City to do so;

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

Section 1. That all sanitary sewer SDCs be waived on all new home construction for which SDCs would otherwise be due and payable, as provided in Dallas City Code section 4.645, during the period of this resolution.

Section 2. That one-half of water SDCs be waived on new home construction for residential units having a living area size of less than 1700 square feet, as determined in accordance with the Dallas Development Code, for which SDCs would otherwise be due and payable in full, as provided in Dallas City Code section 4.645, during the period of this resolution.

Section 3. This Resolution shall take effect on upon adoption, and is repealed on October 1, 2012.

Adopted: February 6, 2012
Approved: February 6, 2012

BRIAN W. DALTON , MAYOR

ATTEST:

JERRY WYATT, CITY MANAGER

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 8b	Topic: Economic Development Strategy and Projects
Prepared By: Jason Locke, Community Development/ Operations Director	Meeting Date: October 15, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson, Interim City Manager		

RECOMMENDED ACTION: Acknowledge the Consolidated Economic Development Strategy and direct staff to pursue the two projects recommended by the Economic Development Commission.

BACKGROUND: At their September 25, 2012 meeting, the Economic Development Commission reviewed the updated and revised Consolidated Economic Development Strategy that they first reviewed and recommended to the Council February 2010. However, the revised version also contained 2 projects that implement the strategy. First, and of immediate importance and high priority, is the Marketing Packet. The provision of a comprehensive packet to prospective businesses and employers provides a gateway to the community, and will be professionally produced and made available in both paper and electronic formats. Second, the initiation of the Dallas 2030 Project, which is a longer term and broader look at the community that will assist in the solidification of the community's identity, values, and expectations for the future. This project will also lay the groundwork for a much needed update of the Dallas Comprehensive Plan.

FISCAL IMPACT: Marketing Packet - \$5000, Dallas 2030 Project, Phase I, - \$20,000.
Funds are available in the Economic Development Trust for both projects.

ATTACHMENTS:

Consolidated Economic Development Strategy
Dallas 2030 Project outline

City of Dallas

Consolidated Economic Development Strategy

The purpose of this document is to consolidate all economic development goals, policies, and strategies into one document in order to identify specific tasks and activities to advance business and industrial development in the City of Dallas. The goals outlined in this plan represent a compilation of the efforts of the Dallas City Council, Economic Development Commission, and the Urban Renewal Advisory Committee and Agency.

The City of Dallas recognizes that the needs of businesses are different based on location, type of business, number of employees, service area, and customer base. The following strategy addresses and focuses on the areas of greatest need for positive economic growth and development over the next 5 years and is based on the common goals shared by the community to build upon the existing assets within the City of Dallas, to mitigate challenges in our commercial and industrial business sectors, and to take full advantage of opportunities as they arise. It will be implemented by City staff, the Chamber of Commerce, and other stakeholders. There are also projects to be completed which are tied to this plan and are funded by the Economic Development Trust.

Dallas Comprehensive Plan

Economic Goals

The City's overall economic goal is to continue as a sustainable community in order to enhance the quality of life for all Dallas citizens. This goal is best achieved by increasing economic opportunities without threatening environmental quality or eroding the region's natural resource base.

- A. Maintain the existing and encourage the future development of a sound economic base in Dallas by providing for adequate and diversified industries, retail and wholesale establishments and service related industries.
- B. Encourage new industrial development that serves the needs of the Dallas community and is designed to minimize impacts on Dallas residential neighborhoods, consistent with the policies of the Dallas Comprehensive Plan.
- C. Maintain the Central Business District as the dominant commercial cultural center of the community.
- D. Encourage a broad variety of commercial activities in the Dallas area in convenient and desirable locations to serve the public.

- E. **Provide for small-scale, neighborhood commercial centers that complement the Central Business District and which minimize routine travel from home to shopping.**

Economic Policies

2.1 Industrial Development Policies

1. Encourage the future development of industrial facilities, primarily ones that would have a limited environmental effect upon the community and which do not place excessive demands on the City's infrastructure.
2. Require all existing and future industries to locate within the City Limits and to conform to existing federal and state environmental laws.
3. Encourage the diversification of industries in Dallas to reduce the chance of economic depression because of an economic slump in one industry.
4. Encourage the development of an industrial or business park within the Dallas City Limits.
5. Provide for a choice among suitable industrial and business park sites.
6. Encourage the development of agriculture-related industries.

2.2 Manpower Development Policies

1. Provide citizens within the City of Dallas with adequate employment opportunities, training programs for expanding their employment opportunities, and needed supportive services to enhance their employability.
2. Encourage the use of appropriate Federal and State manpower programs that are available to governmental units and private businesses to provide more jobs in the Dallas area.
3. Encourage the creation of job opportunities for residents in the Dallas area within new and present businesses and industries.
4. Encourage skill training and upgrading opportunities and programs for the residents of Dallas.
5. Encourage the use of available manpower planning moneys to analyze the labor force and determine industries and businesses which would be able to provide employment for residents of the Dallas area.
6. Encourage the use of supportive services to enhance the employability of target group individuals.

2.3 Industrial Land Use Policies

1. Preserve prime industrial sites and reserve suitable land to provide a choice among sites for new industrial development prior to actual demand.
2. Support the Ash Creek Water Control District in order to maximize use of the Ash Creek Industrial area.

3. Encourage the use of the industrial park concept by requiring master planning rather than piecemeal development of industrial sites and areas.
4. Where appropriately buffered, designate multi-family residential land near industrial sites to minimize travel distance from employment centers to housing.
5. Encourage the continued growth of the service-related industries.

2.4 Commercial Land Use

1. Encourage regional offices of the state and federal governments to locate in the City of Dallas and if possible, the Central Business District.
2. Recognize and promote the Central Business District (CBD) as the principal commercial and cultural center of the community.
3. Encourage the development of adequate off-street parking facilities in the Central Business District.
4. Encourage the development of improved access to the Central Business District and the establishment of a convenient route for those not destined for the CBD, as shown on the Comprehensive Plan Map #1.

2.5 Other Commercial Zones

1. Encourage medically-related offices and service facilities to locate in the vicinity of the community hospital.
2. Encourage the "cluster" development of commercial activities on sites large enough to provide adequate street access, off-street parking and landscaping.
3. Discourage "strip" commercial development along arterial streets, by concentrating commercial uses in the CBD and in defined neighborhood commercial "nodes."

Proposed Strategies

1. DALLAS 2030: Develop a Community Identity and Values

Activity to date: Urban Renewal, Downtown Streetscape, Façade Improvement programming, Partnership with Chamber

NEXT STEPS:

Identify and capitalize on existing assets: Commercial districts must capitalize on the assets that make them unique. Every community has unique qualities like distinctive buildings and human scale that give people a sense of belonging. These local assets must serve as the foundation for all aspects of the revitalization program.

- Are we *people* or *place* oriented? Both. Strong community identities are forged at gathering places and at events.
- What is Dallas???
- One of the concerns is that our community doesn't understand its own value and has a hard time selling Dallas as a strong city. We must build a

strategic direction that will allow the community to celebrate its successes, its strengths and feel good about their decision to live a full life in Dallas.

2. Expand Industrial / Employment Base

It is critical to a healthy local economy to expand the existing Industrial base in order to allow for the creation of jobs.

Activities: Compilation of Industrial lands inventory, communicating with major employers, assisting with the redevelopment of critical sites like the TTM building and Weyerhaeuser.

3. Assess and Improve Infrastructure

The quality of a community's infrastructure is a critical element to creating vibrant, productive places to live, work and gather. Citywide, there is an ongoing assessment of water, sewer, and storm drain systems to ensure adequate capacity. Street improvements designed to provide safer pedestrian and motorist movement include the replacement of sidewalks, improved street lighting, installation of traffic calming devices and traffic signal light upgrades.

Activity to date: Water supply projects, Monmouth Cutoff Rd improvement grant, Node planning, TSP update, Development Code revision

Next Steps:

- Mill Street pilot project in 2009
- Court Street project in 2011
- Position and prepare for Main Street project in 2013

4. Revitalize and Invest in Downtown

Activity to date: Urban Renewal Streetscape, Task Force recommendations, Façade Loan, c Façade GRANT, Commercial Enterprise Zone, better prioritized code enforcement

Next Steps:

- Use Urban Renewal to its highest potential with return on investment as a cornerstone
- Promote existing incentives and develop new incentives
- Work with downtown property owners to improve buildings and leasable space.

5. Provide "Clear Path" to Successful Business Start-ups

Activity to date: Tenant improvement system, Partnership with Chemeketa Small Business Development Center, Business Planning technical assistance, development of the Business Assistance Toolkit

Next Steps:

- Streamline internal processes
- Have all business development resource information in a handy, deliverable format
- Promote business opportunities vigorously

6. Develop and Implement Dallas Marketing Plan

Activity to date: partnership with Dallas Area Chamber of Commerce and Visitors Center, City Historian / historic brochure, Open House

Next Steps:

- Revisit past marketing plans
- Partner with Chamber of Commerce
- Hire consultant to put together Plan

PROPOSED PROJECTS/EXPENDITURES:

- 1) **Develop a full Community Profile and Marketing Packet, for both paper and electronic format. Estimated Cost: \$5,000.** The development of this packet would provide prospective businesses and employers a comprehensive and immediate gateway to the community. Could be used ASAP for recruitment purposes for the Weyerhaeuser site, TTM, etc.
- 2) **Begin Development of Dallas 2030 plan. Estimated Cost: \$20,000 .** Initiating this process is important to address the community values and identity issue, and will provide a framework for the update of the City's aging Comprehensive Plan. It will also guide the future Economic Development activities of the City and its partners.

DALLAS 2030

A Vision for the Future

The Dallas 2030 Project is an attempt to envision the future of our city. It would be a facilitated and collaborative process involving the entire community, the result of which would be a document that contains guiding principles and policies for the next 20 years. It is a crucial first step to updating the city's aging Comprehensive Plan and a way for citizens and policy makers to shape the future of Dallas.

The Dallas 2030 Project would be a broad look at all the issues that affect the quality of life for residents, businesses, and other stakeholders for the next 20 years.

*Community identity

*Parks and recreation

*Land use planning

*Downtown revitalization

*Energy and sustainability

*Infrastructure

*Transportation

*City/Govt Services

*Economic development

*Environmental issues

*Public safety

*Schools

*Health services

Process:

Inventory: What do we currently have? Is it adequate, efficient, desirable, functional, sustainable?

Vision: What do we want the future to look like? Is it realistic, necessary, feasible, a good fit with the community?

Policy: How do we get there? What goals, policies, and implementation measures need to be developed in order to achieve the vision?

Summary: Staff estimates that this process would take a year from start to finish, and cost in the neighborhood of \$40,000.

October 10, 2012

To: Mayor and City Council

From: Jon Nelson, Interim City Manager

Robert Spivey, Director of Administrative Services

Re: Dallas Senior Center Project

Background

The Administrative Committee previously heard a presentation and discussed the Senior Center project on July 23, 2012. Those meeting minutes are attached for your information.

You will note from the minutes that both parties are concerned about senior center operational costs. Mr. Spivey's analysis of senior center budgets estimated operations costs at just over \$30,000. This does not include staffing.

Discussion

The project is in a holding pattern until operation costs are known and negotiated. To do this requires preliminary design work. To determine whether the project is feasible, three agreements/contracts are necessary.

1. A Memorandum of Understanding with the Dallas Area Seniors outlining both parties' intentions and noting no construction will be authorized until an operating agreement dictating responsibilities has been signed.
2. A consulting agreement with Polk Community Development Corporation (Polk CDC) providing for design schematics, charrett, and grant application services. This will provide, in part, updated operation cost information necessary prior to deciding whether to proceed.
3. A consulting agreement with Polk CDC providing for grant administration, construction management, environmental review, and labor standards compliance. This will provide the focus of Polk CDC's services and needs to be in place prior to proceeding with the initial design stage.

It is important to note that these three documents do not authorize proceeding with the project. Not enough information is currently known to make that decision. City Council controls this decision through a future decision on whether to authorize a grant application once a design and operating costs and related agreements are known.

Fiscal Impact

The City of Dallas is fortunate to enjoy the partnerships it has with the Dallas Area Seniors and Polk CDC. The City's financial related commitment associated with these agreements are a survey of the site and verification it is buildable (soils, LDC, flood related). These costs are manageable within existing resources.

Recommendation

City Council authorize executing the three agreements.

C: Rita Grady, Polk CDC
June Krause, Dallas Area Seniors President

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

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

Chair Wilson called the meeting to order at 4:01 p.m.

Chair Wilson welcomed Interim City Manager Jon Nelson and the public.

Comments from the Public

Chair Wilson asked for comments from members of the audience.

Russ Thommen, introduced himself as a representative from the Senior Center and introduced Jerry Piering, Jerry Wennstrom, and June Krause from the Center as well.

Joe Koubek explained he was speaking as a private citizen in favor of a ban on open burning. He explained it was a matter of public health, public safety, and politeness to ones neighbors. He recommended working with Allied Waste to make adjustments to the yard debris pick-up schedule if needed.

Outside City Water Issue

Mr. Locke reviewed the staff report. He explained when the Council adopted the new outside water rules, it took into account that properties must be in the urban growth boundary and have access to a water main of adequate capacity or there could be a pre-existing agreement. Mr. Locke reported that a couple months ago, a situation was brought to the staff's attention on a property on Webb Lane that was outside city limits and the urban growth boundary. He explained there was a home at 14100 Webb Lane that has been supplied with City water from an adjacent home going back to the early 1980's. At that time, the two homes, which are adjacent to each other, were owned by the same family. Mr. Locke explained that since then there had been a shuffling of ownership, with 14100 Webb Lane being sold to another party and sold again to the current owners. The owner of the home that is legally supplied with water but illegally supplying the neighboring house had indicated to the current owner of 14100 Webb Lane that city water would no longer be available. Based on the fact that 14100 Webb Lane has been relying on city water for their potable water since the 1980's, he recommended the Committee direct staff to prepare an ordinance granting an exception to allow the provision of that water due to special and unusual circumstances. He noted all other requirements would apply and explained capacity was not an issue.

Councilor Lawson asked if there were legal ramifications since the property at 14100 Webb Lane was sold without the lack of water being disclosed. Mr. Locke stated that would be between the current owners and perhaps the past owners and was a civil issue. Mr. Shetterly stated it looked like there were some things involved in previous transactions between the parties, so on one hand for the city to sanction the existing situation with a special ordinance, the Council would be saving Mr. Dickens from the problem of having no water. He indicated the Council was also absolving anyone who made them a guilty party in a previous transaction. He noted Mr. Dickens would probably rather have water than a cause of action against a previous owner. Councilor Stewart asked the cost of providing Mr. Dickens with water and wondered if he had been getting free water in the past. Mr. Locke explained there was no cost to the city, as Mr. Dickens

1 would pay for the water connection, adding all water being used was billed through the current water me-
2 ter.

3 Council President Scroggin asked if the Dickens could partition the property in the future and sell part of
4 it. Mr. Locke explained there would be included in any agreement with Mr. Dickens a statement saying
5 specifically what would be provided and noting that there would be no additional water hook-ups allowed
6 in the future. Council President Scroggin wondered if the Council granted water to Mr. Dickens what he
7 would pay. Mr. Locke stated it would be \$11,000 or \$12,000 paid up front.

8 Councilor Lawson asked if the Council would get a lot more people making similar requests if they grant-
9 ed an exception to Mr. Dickens. Mr. Locke indicated that was the reason they would use a special ordi-
10 nance, which allowed exceptions only in specific circumstances. He noted there were no other properties
11 with the same circumstances as Mr. Dickens' that he was aware of.

12 Council President Scroggin asked if the other property was on a meter. Mr. Locke stated they were.
13 Council President Scroggin asked if there was a tremendous amount of water used on that meter since it
14 was taking care of two houses. Mr. Locke explained they did not use a tremendous amount of water be-
15 cause they were not huge houses and they didn't use it to irrigate.

16 It was moved by Council President Scroggin and seconded by Councilor Jones to direct staff to prepare an
17 ordinance granting an exception to allow the provision of water to 14100 Webb Lane due to special and
18 unusual circumstances. The motion carried unanimously.

19 **Open Burning Discussion**

20 Mr. Locke stated this issue had come up in the past on a regular basis, noting when it was last brought be-
21 fore the Public Safety Committee there was a lot of discussion but no action taken. He explained the City
22 currently did not regulate open burning of any kind but did follow the DEQ burn dates. Mr. Locke report-
23 ed that staff found itself in the unenviable position of fire and code enforcement staff responding to 30 to
24 40 complaints each year over which they had no authority. He advised if staff suspected someone was
25 burning something other than allowed materials, they called DEQ, who then did a cursory investigation
26 and usually just sent a letter to the property owner. Mr. Locke advised the Council that Monmouth went
27 through this process in 2010 and instituted a ban on all backyard burning except for ceremonial fires, such
28 as campfires of a certain size. He noted they hadn't had issues in terms of enforcement. Mr. Locke
29 acknowledged this could be a touchy subject with strong opinions on all sides of the issue. He indicated
30 he wanted to know whether it was something the Committee wanted to discuss more thoroughly or if they
31 wanted to move it forward to the full Council for discussion.

32 Councilor Stewart asked what other cities did. Mr. Locke indicated there were three basic schools of
33 thought. Some jurisdictions had an outright ban with no burning allowed at all; others required a permit
34 through the Fire Department at a nominal fee to burn within specific regulations; while others didn't regu-
35 late it at all. He noted the biggest issue with open burning was burn barrels because many used them to
36 burn garbage.

37 Councilor Stewart asked how the City would regulate fire pits, adding he didn't know how the Council
38 could tell people what they couldn't do on their property. He indicated he liked the permit idea with in-

1 formation going out that if someone burned something bad, they would be fined severely. He added he
2 hated to take away the rights of people to do simple things.

3 Council President Scroggin stated he thought backyard burning in city limits had run its course, especially
4 with increasingly smaller lots and yard debris pickup with the garbage service. He recommended the
5 Council work with the city's waste hauler to have additional yard debris pickup events outside of the
6 curbside pickup. He suggested they could have two days each year where they could pick up larger piles
7 of yard debris. Council President Scroggin indicated that with talk about the environment and air quality,
8 it was time for the Council to do something.

9 Councilor Lawson stated she was in favor of a permit process, adding if someone was burning and didn't
10 get a permit, there should be a fine. Councilor Jones agreed with Councilor Lawson on her support of a
11 permit.

12 Mr. Shetterly indicated that one thing the Council could do if they went with a permit process would be to
13 incorporate the DEQ rules, which already made it illegal to burn household waste, into the City Code. He
14 explained the DEQ was not big on enforcing their rules, but if the City incorporated the DEQ rules, we
15 would have an enforcement option.

16 It was moved by Councilor Lawson and seconded by Councilor Stewart to carry the topic forward to the
17 Council for further discussion. The motion carried unanimously.

18 **Senior Center Update**

19 Mr. Spivey reviewed the staff report. He stated if a CDBG grant was awarded there would be a lot of
20 strings attached to that money and the building constructed with those funds. He explained for the first
21 five years of occupancy, the building could only be used for events for people sixty and older. Mr. Spivey
22 reported the Seniors had been working hard to raise operating funds.

23 Councilor Stewart asked what the anticipated annual operating costs would be for a new center. Mr.
24 Spivey indicated it should be about \$35,000 to \$40,000 per year to operate with no staffing. He noted the
25 City did not have a line item associated with maintenance and operation of the center.

26 Councilor Lawson asked what size the center would be, noting \$1.5 million didn't seem like a lot of mon-
27 ey for construction. Mr. Spivey stated the size would be determined by the amount of money received and
28 they wouldn't know an exact number until they had an architect on board.

29 Councilor Lawson asked what the backup plan would be if the Seniors couldn't pay the operating costs.
30 Mr. Spivey advised the Council would have to look at their options and weigh those, adding that was on
31 the list of things that needed to be determined prior to building the center. In response to a question, Mr.
32 Spivey indicated after five years of occupancy, all strings were cut and the building could be used for
33 whatever the City wanted.

34 Council President Scroggin asked how other municipalities addressed operation and maintenance of their
35 senior centers. Mr. Spivey explained some cities partnered with the seniors. One city was given a large
36 sum of money that they used for operations, but they didn't have a plan for when that ran out. In response
37 to a question, Mr. Spivey stated the seniors would be responsible for utilities, insurance, general mainte-
38 nance, and upkeep inside and outside of the new center.

1 Councilor Stewart asked how the money was raised for the operating fund. Mr. Spivey stated a significant
2 amount of money was provided by matching funds. Mr. Thommen indicated that when his wife, who was
3 the president of the seniors, passed away he put up \$25,000 of matching money, noting they raised way
4 over \$25,000. He explained another gentleman put up \$20,000 and matched that to \$15,000. He reported
5 that once the Senior Center was built, they could also apply for grant money from other foundations for
6 operating funds.

7 **Public Contracting Updates**

8 Mr. Shetterly indicated the ordinance included in the agenda was intended to clean up the City's Code to
9 bring it into compliance with changes in the state law. He noted there wasn't much that would affect the
10 City's day-to-day contracting.

11 It was moved by Council President Scroggin and seconded by Councilor Stewart to recommend the Coun-
12 cil adopt an ordinance updating the Public Contracting section of the Dallas City Code. The motion car-
13 ried unanimously.

14 **Records Retention Ordinance Updates**

15 Mr. Shetterly explained that the Secretary of State's office adopted a very comprehensive records retention
16 schedule for cities to follow, adding the City also had its own retention ordinance that was similar to the
17 state's but was not as comprehensive. He reported that Ms. Gagner had come into situations where there
18 were conflicts between our ordinance and the state requirements. Mr. Shetterly indicated that rather than
19 try to follow both retention requirements, it seemed easiest to adopt a retention schedule by reference to
20 the state rule so the City was in compliance with state requirements. He advised that since this Council
21 couldn't adopt future amendments by the state, the ordinance included an annual review by the City Man-
22 ager so the Council could update the code accordingly. Mr. Shetterly noted that so much expertise was put
23 into the state retention schedule that it made sense to adopt what they did and continue to do.

24 It was moved by Council President Scroggin and seconded by Councilor Stewart to recommend the Coun-
25 cil adopt an ordinance revising the Records Retention requirements. The motion carried unanimously.

26 **Administrative Services Director's Report**

27 Mr. Spivey reported that since January, 14 people had left, including 9 part time workers, and 26 people
28 had started work, 20 of which were part time aquatic center or ambulance workers.

29 Mr. Spivey indicated the renovation of Kingsborough park was done except for the installation of soccer
30 goals. He announced the Hiebert section of the Rickreall Creek Trail could begin construction as early as
31 next spring, noting the City did obtain an easement to that property from Mr. Hiebert.

32 **Finance Director's Report**

33 Ms. Ward reported that the auditors were in the previous week to do their preliminary work. She ex-
34 plained they reviewed the City's policies and procedures and reviewed all the budget resolutions and other
35 required documentation. Ms. Ward noted the auditors would return on September 10, by which time she
36 would have the books closed for FY 2011-12.

1 Ms. Ward indicated that in June, they issued 127 garage sale permits. She stated so far in July they issued
2 94 permits.

3 Council President Scroggin asked if there were more garage sale permits issued now that people could
4 have two per year. Ms. Ward stated there were 20 more garage sale permits issued this year than last year,
5 adding many people had expressed their appreciation at being able to hold two sales each year.

6 Councilor Lawson asked if the garage sale signs were coming back. Ms. Ward stated the \$5 increase may
7 have helped, as there really weren't many issues.

8 **Other**

9 Mr. Nelson stated he served on the State Infrastructure Finance Authority Board and they wanted all pro-
10 jects, such as the Senior Center, to be successful. With that in mind, they would make sure there was an
11 agreement in place for operations and maintenance as well as adequate reserve funds.

12 There was no other business and the meeting was adjourned at 4:48 p.m.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of Dallas, Oregon, an Oregon municipal corporation (City), and Dallas Area Seniors, an Oregon nonprofit corporation (Seniors).

1. Seniors have asked City to provide assistance to Seniors in the development and operation of a Senior Center (Center) in Dallas.
2. City will apply in its name, as Developer, for a Community Development Block Grant (CDBG) from the Oregon Business Development Department ("OBDD"), Infrastructure Finance Authority ("IFA"). At this time it is anticipated that the CDBG grant will be sufficient to pay for 100 percent of the cost of construction.
3. Upon completion of a preliminary design for the Center, City and Seniors will negotiate the terms of an Operating Agreement for the Center, for an initial term of 20 years, which will include, among other things, (a) the provision by the City of the real property for the siting and construction of the Center; (b) the contribution of funds by Seniors toward the cost of furnishings and accessories for the Center; (c) the parties' respective responsibilities for the cost of the ongoing maintenance and operation of the Center, and for an adequate maintenance reserve; (d) provisions for the operation of the Center by Seniors in compliance with the terms and conditions of the CDBG grant; (e) maintenance of liability and fire and extended casualty insurance on the Center; (f) repair and maintenance of the Center by Seniors and the City; and (g) indemnification by Seniors of City from claims arising from the operation of the Center by Seniors.
4. City will not authorize construction of the Center until City and Seniors have entered into the Operating Agreement described in section 3, above, based on their mutual consent.
5. City and Seniors agree to cooperate with each other and with Polk Community Development Corporation, as City's consultant, in the preparation and filing of the CDBG grant application and, upon award of the grant and execution of the Operating Agreement described in section 3, above, with the construction of the Center, subject to the terms of this agreement.

Dated _____, 2012.

CITY OF DALLAS, OREGON

By: _____

City Manager, Pro Tem

DALLAS AREA SENIORS

By: _____
President

CONSULTING AGREEMENT

Grant Administration, Construction Management, Environmental Review & Labor Standards Compliance

Date:

Between: City of Dallas (“Developer”)
187 SE Court Street
Dallas, OR 97338

And: Polk Community Development Corporation (“Consultant”)
657 SW Main Street
Dallas, OR 97338

The parties agree as follows:

SECTION 1. TERM

This Agreement shall begin as of _____ and continue through receipt of a Certificate of Occupancy unless terminated earlier in accordance with Section 5.

SECTION 2. SERVICES

2.1 Scope of Services. Consultant’s services to Developer shall consist of assisting Developer in developing a new construction community facility to be designed as a senior center to be located in Dallas, Oregon at a location to be selected by the City of Dallas, Oregon. The Development will be known as the Dallas Area Senior Center or such other name as the Developer may select (the “Project”).

Such services shall include assisting Developer in selection of members of its development team, and contracting with such development team members, and coordinating activities among Developer’s team. It also includes coordinating activities with representatives of financial institutions providing financing for the Project, specifically the Oregon Business Development Department, the Infrastructure Finance Authority (“IFA”) for Community Development Block Grant funding. Additionally, it includes tracking time lines, compliance deadlines, and key development requirements associated with the financing such as the Environmental Review, construction management, Labor Standards Compliance; coordinating Developer’s compliance with documentation requirements associated with the financing and related draws; and tracking the Project’s development budget and expenditures. Consultant shall devote so much of Consultant’s time and attention to the performance of these services as is reasonably necessary to the completion thereof.

2.2 Excluded Services. The parties expressly understand and agree that Consultant's services shall not include providing legal advice to Developer or anyone about any aspect of the Project.

2.3 Developer's Role. The parties expressly understand and agree that Developer shall lead all efforts in connection with development of the Project which includes the public bidding process for Architectural Services and Bidding for Construction. All decisions regarding the Project or any aspect thereof shall be made exclusively by Developer.

2.4 Consultant's Role. Consultant's role shall be to assist Developer in these efforts. The parties further expressly understand and agree that the Consultant's ability to complete Consultant tasks and fulfill the Consultant's scope of work outlined in this agreement are contingent on full cooperation by and collaboration with the Developer and any of Developer's partners. The Developer agrees to provide information to the Consultant or work with the Consultant as necessary in a timely manner to help ensure that project deadlines and other requirements are met.

SECTION 3. STATUS AS INDEPENDENT CONTRACTOR

Consultant shall act as an independent contractor, not as an employee of Developer. Developer shall provide no insurance or other benefits for Consultant, and shall not withhold any taxes from fees paid to Consultant. Consultant shall have no authority to execute or otherwise bind Developer on any documents, instruments, or agreements, or to do any act that would render any party to this Agreement liable for the acts of the other party.

SECTION 4. CONSULTING FEE; EXPENSES

In consideration of all services to be rendered by Consultant to Developer during the term of this Agreement, Developer agrees to render to Consultant the following:

4.1 Consulting Fee. Developer shall pay Consultant a consulting fee from the CDBG award for grant administration, construction management, and environmental review and labor standards compliance activities based on and included in the project budget. The fee shall be accrued and paid as follows:

(a) Subject to Section 5, the following consulting fee shall accrue, to be deemed earned by Consultant and due at the following accrual and payment times:

(1) **Environmental Review** – A maximum of \$15,000 to be drawn from the CDBG budget at completion of the Environmental Review determined by acceptance of same by IFA; and

(2) Labor Standard Compliance – A maximum of \$15,000 for Labor Standard Compliance activities per CDBG requirements prorated monthly from construction start to construction completion as determined by the Certificate of Occupancy; and

(3) Grant Administration – A maximum of \$25,000 for Grant Administration, payment of which shall be prorated monthly from the full execution of the IFA-City of Dallas funding contract to close out of the project by IFA.

4.2 Out of Pocket Expenses. All out of pocket expenses by the Consultant shall be incorporated in the Grant Administration Fee. Developer shall provide verification that proposed site can be developed and the survey of the proposed site and will make the results available to the Consultant for use in the development of the design and buildable plans.

SECTION 5. EARLY TERMINATION

Either party, upon 30 business days' prior written notice to the other party, may terminate this agreement at any time prior to the expiration of its term. If consultant elects early termination, Consultant shall be paid all consulting fees that have accrued and are deemed earned through the date of termination as prorated by activities identified in Section 4.1 and the Construction Schedule for completion of the Project to be determined and made a part of this agreement upon finalization of funding as identified in Section 2.1, and shall be paid all expense reimbursements owed through the date of termination.

SECTION 6. ARBITRATION

6.1 Agreement to Arbitrate. Any controversy or claim arising out of this Agreement shall be determined by binding arbitration in Dallas, Oregon, in accordance with the rules of the Arbitration Service of Portland, Inc. then in effect, and judgment on the award may be entered in any court having jurisdiction. If the Arbitration Service of Portland, Inc. is not then in existence, the claim or controversy shall be determined in Dallas, Oregon under the commercial arbitration rules of the American Arbitration Association.

SECTION 7. INDEMNIFICATION

Developer hereby agrees to indemnify and hold Consultant harmless from all claims, liabilities, obligations, suits, causes of action, losses, damages, costs and expenses (including reasonable attorney fees) of every kind (collectively "claims") arising from or relating to assisting Developer in the development of this Project at all stages as identified in Section 2.1, acts of omission within the Developer's control or

responsibility including but not limited to claims arising or purporting to arise under any state or federal statute or regulation involving investment securities or the offer or sale thereof. This indemnification agreement shall survive termination of this Agreement.

Consultant hereby agrees to indemnify and hold Developer harmless from all claims, liabilities, obligations, suits, causes of action, losses, damages, costs and expenses (including reasonable attorney fees) of every kind (collectively "claims") arising solely from or relating to acts of negligence or willful misconduct for responsibilities within the Consultant's control.

SECTION 8. MISCELLANEOUS

8.1 Entire Agreement. This Agreement constitutes the entire agreement excluding the Construction Schedule identified in Section 5 between the parties and supersedes any prior agreements or understandings between them, whether written or oral, concerning the subject matter of this Agreement.

8.2 Modification. This Agreement may not be amended or modified except in writing signed by all parties.

8.3 Saving Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of the Agreement, or the application of such provisions to other persons or circumstances, shall not be affected.

8.4 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, heirs, legatees, devisee, permitted assigns, legal representatives, and personal representatives.

8.5 Attorney Fees. In the event any party to this Agreement brings an action to enforce, interpret, or rescind this Agreement or any terms hereof, the prevailing party shall be entitled to recover attorney fees and all other reasonable costs incurred in the action, whether in connection with arbitration, trial, appeal, or collection of any judgment obtained, in addition to whatever other relief may be available to the party.

8.6 Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

8.7 Assignment. This Agreement is personal in nature, and Consultant shall not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Developer.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Consulting Agreement effective as of _____.

CITY OF DALLAS

By: _____

POLK COMMUNITY DEVELOPMENT CORPORATION an Oregon non-profit corporation

By: _____

CONSULTING AGREEMENT

Design Schematics, Design Charrett and Grant Application

Date:

Between: City of Dallas (“Developer”)
187 SE Court Street
Dallas, OR 97338

And: Polk Community Development Corporation (“Consultant”)
657 SW Main Street
Dallas, OR 97338

The parties agree as follows:

SECTION 1. TERM

This Agreement shall begin as of _____ and continue through receipt of a Certificate of Occupancy unless terminated earlier in accordance with Section 5.

SECTION 2. SERVICES

2.1 Scope of Services. Consultant’s services to Developer shall consist of assisting Developer in the development of a community facility to be designed as a senior center to be located in Dallas, Oregon at a location to be selected by the City of Dallas, Oregon. The Development will be known as the Dallas Area Senior Center or such other name as the Developer may select (the “Project”).

Such services shall include assisting Developer in preparing an application for securing Community Development Block Grant (“CDBG”) funding for the Project from the Oregon Business Development Department (“OBDD”), Infrastructure Finance Authority (“IFA”) and working with the Developers development team members, stakeholders, and the Oregon Energy Trust to prepare the funding application for the Project. This includes coordinating activities among Developer’s team, IFA representatives, the Oregon Energy Trust representatives and the Developer including but not limited to meetings, the Energy Trust Charrett, and any other activities pertinent to the development of the design and the development of the application for CDBG funding. Consultant shall devote so much of Consultant’s time and attention to the performance of these services as is reasonably necessary to the completion thereof.

2.2 Excluded Services. The parties expressly understand and agree that Consultant's services shall not include providing legal advice to Developer or anyone about any aspect of the Project.

2.3 Developer's Role. The parties expressly understand and agree that Developer shall lead all efforts in connection with development of the Project design and CDBG application. All decisions regarding the Project design and CDBG application or any aspect thereof shall be made exclusively by Developer.

2.4 Consultant's Role. Consultant's role shall be to assist Developer in these efforts. The parties further expressly understand and agree that the Consultant's ability to complete Consultant tasks and fulfill the Consultant's scope of work outlined in this agreement are contingent on full cooperation by and collaboration with the Developer and any of Developer's partners. The Developer agrees to provide information to the Consultant or work with the Consultant as necessary in a timely manner to help ensure that project deadlines and other requirements are met.

SECTION 3. STATUS AS INDEPENDENT CONTRACTOR

Consultant shall act as an independent contractor, not as an employee of Developer. Developer shall provide no insurance or other benefits for Consultant, and shall not withhold any taxes from fees paid to Consultant. Consultant shall have no authority to execute or otherwise bind Developer on any documents, instruments, or agreements, or to do any act that would render any party to this Agreement liable for the acts of the other party.

SECTION 4. CONSULTING FEE; EXPENSES

In consideration of all services to be rendered by Consultant to Developer during the term of this Agreement, Developer agrees to render to Consultant the following:

4.1 Consulting Fee. The consulting services in this Agreement shall require payment from the Developer as follows:

(a) Subject to Section 5, the following consulting fee shall accrue, to be deemed earned by Consultant and due at the specified payment times:

(1) Application Development as follows:

(a) **CDBG Application.** See 4.1(a)(1)(c)

(b) **Design Schematics.** A total of \$6,000 to be paid in advance from funding secured from the Dallas Area Seniors.

(c) Oregon Energy Trust Fee. Developer shall **pass through to the Consultant for Consultant's work** the sum of \$2,500 which is **provided to the Developer** from the Oregon Energy Trust for **participating in the Design Charret.** **In exchange for this pass through of \$2,500,** Consultant **will organize and facilitate** a Design Charret comprised of stakeholders in the project to explore energy savings options for the Project design in preparation for the development of the application. **There will be no additional cost to the Developer for the preparation of the application by the Consultant.**

4.2 Out of Pocket Expenses. **At this stage there will be no significant predevelopment expenses incurred by the Developer.** **Verification that the proposed site is buildable and a related survey shall be the responsibility of the City.** **Any other incidental expenses such as** document printing, copying, reproduction of architectural plans, shipping, mailing, preparation of presentational materials **and the application itself shall be the responsibility of the Consultant.****SECTION 5. EARLY TERMINATION**

Either party, upon 30 business days' prior written notice to the other party, may terminate this agreement at any time prior to the expiration of its term. If consultant elects early termination, Consultant shall be paid all consulting fees that have accrued and are deemed earned through the date of termination as prorated by activities identified in Section 4.1 and the Construction Schedule for completion of the Project to be determined and made a part of this agreement upon finalization of funding as identified in Section 2.1, and shall be paid all expense reimbursements owed through the date of termination.

SECTION 6. ARBITRATION

6.1 Agreement to Arbitrate. Any controversy or claim arising out of this Agreement shall be determined by binding arbitration in Dallas, Oregon, in accordance with the rules of the Arbitration Service of Portland, Inc. then in effect, and judgment on the award may be entered in any court having jurisdiction. If the Arbitration Service of Portland, Inc. is not then in existence, the claim or controversy shall be determined in Dallas, Oregon under the commercial arbitration rules of the American Arbitration Association.

SECTION 7. INDEMNIFICATION

Developer hereby agrees to indemnify and hold Consultant harmless from all claims, liabilities, obligations, suits, causes of action, losses, damages, costs and expenses

(including reasonable attorney fees) of every kind (collectively “claims”) arising from or relating to assisting Developer in the development of this Project at all stages as identified in Section 2.1, acts of omission within the Developer’s control or responsibility including but not limited to claims arising or purporting to arise under any state or federal statute or regulation involving investment securities or the offer or sale thereof. This indemnification agreement shall survive termination of this Agreement.

Consultant hereby agrees to indemnify and hold Developer harmless from all claims, liabilities, obligations, suits, causes of action, losses, damages, costs and expenses (including reasonable attorney fees) of every kind (collectively “claims”) arising solely from or relating to acts of negligence or willful misconduct for responsibilities within the Consultant’s control.

SECTION 8. MISCELLANEOUS

8.1 Entire Agreement. This Agreement constitutes the entire agreement excluding the Construction Schedule identified in Section 5 between the parties and supersedes any prior agreements or understandings between them, whether written or oral, concerning the subject matter of this Agreement.

8.2 Modification. This Agreement may not be amended or modified except in writing signed by all parties.

8.3 Saving Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of the Agreement, or the application of such provisions to other persons or circumstances, shall not be affected.

8.4 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, heirs, legatees, devisee, permitted assigns, legal representatives, and personal representatives.

8.5 Attorney Fees. In the event any party to this Agreement brings an action to enforce, interpret, or rescind this Agreement or any terms hereof, the prevailing party shall be entitled to recover attorney fees and all other reasonable costs incurred in the action, whether in connection with arbitration, trial, appeal, or collection of any judgment obtained, in addition to whatever other relief may be available to the party.

8.6 Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

8.7 Assignment. This Agreement is personal in nature, and Consultant shall not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Developer.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Consulting Agreement effective as of _____.

CITY OF DALLAS

By: _____

POLK COMMUNITY DEVELOPMENT CORPORATION an Oregon non-profit corporation

By: _____

DALLAS CITY COUNCIL REPORT

To: DALLAS CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 8 d	Topic: September 2012 Financial Report
Prepared By: Cecilia Ward	Meeting Date: October 15, 2012	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Jon Nelson		

RECOMMENDED MOTION:

Information Only

BACKGROUND:

Provided is the monthly financial report for the previous month. September 2012 financial report provides a look at the first quarter of the fiscal year 2012-2013. This report is still a work in progress. Following are the highlights for September 2012:

- Percent remaining should be 75%. This can vary up or down depending on seasonal or one-time revenues and expenditures.
- Beginning Balances for each fund are not yet posted, making the totals for each fund inaccurate.
- Revenues and expenditures are in line with the budget for the first quarter of the fiscal year.
- Formatting note: The variance column and percent remaining column for revenues will always show as credits as revenues are recorded as credits.

FISCAL IMPACT:

None

ATTACHMENTS:

September Financial Report



State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - GENERAL FUND						
Revenue						
Department: 400 - Beginning Balance						
91 - Resources Except Property Taxes	1,450,000.00	1,450,000.00	0.00	0.00	-1,450,000.00	-100.00 %
Total Department: 400 - Beginning Balance:	1,450,000.00	1,450,000.00	0.00	0.00	-1,450,000.00	-100.00 %
Department: 410 - General Government						
91 - Resources Except Property Taxes	182,000.00	182,000.00	13,849.59	48,271.77	-133,728.23	-73.48 %
Total Department: 410 - General Government :	182,000.00	182,000.00	13,849.59	48,271.77	-133,728.23	-73.48 %
Department: 420 - Public Safety						
91 - Resources Except Property Taxes	1,292,500.00	1,292,500.00	113,638.06	238,294.55	-1,054,205.45	-81.56 %
Total Department: 420 - Public Safety :	1,292,500.00	1,292,500.00	113,638.06	238,294.55	-1,054,205.45	-81.56 %
Department: 440 - Culture and Recreation						
91 - Resources Except Property Taxes	537,500.00	537,500.00	30,109.86	143,397.40	-394,102.60	-73.32 %
Total Department: 440 - Culture and Recreation :	537,500.00	537,500.00	30,109.86	143,397.40	-394,102.60	-73.32 %
Department: 450 - Property Tax						
90 - Property Taxes	3,375,460.00	3,375,460.00	21,911.60	75,576.31	-3,299,883.69	-97.76 %
Total Department: 450 - Property Tax:	3,375,460.00	3,375,460.00	21,911.60	75,576.31	-3,299,883.69	-97.76 %
Department: 455 - Other Taxes						
91 - Resources Except Property Taxes	210,000.00	210,000.00	1,807.26	40,108.94	-169,891.06	-80.90 %
Total Department: 455 - Other Taxes:	210,000.00	210,000.00	1,807.26	40,108.94	-169,891.06	-80.90 %
Department: 460 - Franchise						
91 - Resources Except Property Taxes	1,060,000.00	1,060,000.00	50,674.18	179,925.56	-880,074.44	-83.03 %
Total Department: 460 - Franchise:	1,060,000.00	1,060,000.00	50,674.18	179,925.56	-880,074.44	-83.03 %
Department: 470 - Unrestricted Intergovernmental Revenues						
91 - Resources Except Property Taxes	1,399,500.00	1,399,500.00	92,083.34	294,230.93	-1,105,269.07	-78.98 %
Total Department: 470 - Unrestricted Intergovernmental Revenues :	1,399,500.00	1,399,500.00	92,083.34	294,230.93	-1,105,269.07	-78.98 %
Department: 480 - Miscellaneous						
91 - Resources Except Property Taxes	100,000.00	100,000.00	4,451.56	14,339.91	-85,660.09	-85.66 %
Total Department: 480 - Miscellaneous:	100,000.00	100,000.00	4,451.56	14,339.91	-85,660.09	-85.66 %
Department: 499 - Transfers						
91 - Resources Except Property Taxes	110,000.00	110,000.00	0.00	27,871.90	-82,128.10	-74.66 %
Total Department: 499 - Transfers :	110,000.00	110,000.00	0.00	27,871.90	-82,128.10	-74.66 %
Total Revenue:	9,716,960.00	9,716,960.00	328,525.45	1,062,017.27	-8,654,942.73	-89.07 %
Expense						
Department: 020 - Administration						
01 - Personal Services	358,500.00	358,500.00	23,930.63	76,792.29	281,707.71	78.58 %
02 - Materials and Services	150,600.00	150,600.00	11,857.97	29,750.29	120,849.71	80.25 %
Total Department: 020 - Administration:	509,100.00	509,100.00	35,788.60	106,542.58	402,557.42	79.07 %
Department: 030 - Finance						
01 - Personal Services	337,000.00	337,000.00	27,173.57	82,490.94	254,509.06	75.52 %
02 - Materials and Services	192,500.00	192,500.00	31,570.81	90,354.36	102,145.64	53.06 %
03 - Capital Outlay	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Total Department: 030 - Finance:	534,500.00	534,500.00	58,744.38	172,845.30	361,654.70	67.66 %
Department: 040 - Facilities						
01 - Personal Services	112,500.00	112,500.00	8,879.80	27,640.98	84,859.02	75.43 %
02 - Materials and Services	75,250.00	75,250.00	4,162.18	20,456.77	54,793.23	72.81 %
03 - Capital Outlay	0.00	25,000.00	0.00	0.00	25,000.00	100.00 %
Total Department: 040 - Facilities:	187,750.00	212,750.00	13,041.98	48,097.75	164,652.25	77.39 %

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 050 - Municipal Court						
01 - Personal Services	143,000.00	143,000.00	11,427.66	34,622.51	108,377.49	75.79 %
02 - Materials and Services	45,000.00	45,000.00	2,887.57	4,895.37	40,104.63	89.12 %
03 - Capital Outlay	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Total Department: 050 - Municipal Court:	193,000.00	193,000.00	14,315.23	39,517.88	153,482.12	79.52 %
Department: 060 - Ambulance Department						
01 - Personal Services	904,000.00	904,000.00	80,829.78	241,404.95	662,595.05	73.30 %
02 - Materials and Services	314,000.00	317,800.00	40,028.90	91,238.69	226,561.31	71.29 %
03 - Capital Outlay	12,000.00	12,000.00	1,210.65	3,589.15	8,410.85	70.09 %
04 - Debt Service	38,633.00	38,633.00	0.00	0.00	38,633.00	100.00 %
05 - Transfers	30,000.00	30,000.00	2,500.00	7,500.00	22,500.00	75.00 %
Total Department: 060 - Ambulance Department:	1,298,633.00	1,302,433.00	124,569.33	343,732.79	958,700.21	73.61 %
Department: 070 - Fire Department						
01 - Personal Services	492,000.00	492,000.00	32,050.53	118,498.67	373,501.33	75.91 %
02 - Materials and Services	242,800.00	242,800.00	23,184.22	62,203.74	180,596.26	74.38 %
03 - Capital Outlay	50,000.00	50,000.00	1,884.58	8,048.23	41,951.77	83.90 %
05 - Transfers	29,400.00	29,400.00	2,450.00	7,350.00	22,050.00	75.00 %
Total Department: 070 - Fire Department:	814,200.00	814,200.00	59,569.33	196,100.64	618,099.36	75.91 %
Department: 080 - Police Department						
01 - Personal Services	2,495,000.00	2,495,000.00	201,030.86	631,791.50	1,863,208.50	74.68 %
02 - Materials and Services	418,535.00	418,535.00	61,281.21	105,688.89	312,846.11	74.75 %
04 - Debt Service	15,440.00	15,440.00	0.00	0.00	15,440.00	100.00 %
05 - Transfers	27,000.00	27,000.00	2,250.00	6,750.00	20,250.00	75.00 %
Total Department: 080 - Police Department:	2,955,975.00	2,955,975.00	264,562.07	744,230.39	2,211,744.61	74.82 %
Department: 090 - Library						
01 - Personal Services	326,000.00	326,000.00	28,448.06	83,482.83	242,517.17	74.39 %
02 - Materials and Services	64,950.00	64,950.00	4,925.21	26,467.97	38,482.03	59.25 %
Total Department: 090 - Library:	390,950.00	390,950.00	33,373.27	109,950.80	280,999.20	71.88 %
Department: 103 - Parks						
01 - Personal Services	161,000.00	161,000.00	13,170.56	42,894.63	118,105.37	73.36 %
02 - Materials and Services	76,300.00	78,800.00	13,352.50	35,548.48	43,251.52	54.89 %
05 - Transfers	15,000.00	15,000.00	416.67	1,250.01	13,749.99	91.67 %
Total Department: 103 - Parks:	252,300.00	254,800.00	26,939.73	79,693.12	175,106.88	68.72 %
Department: 105 - Com Dev - Aquatic Center						
01 - Personal Services	413,000.00	413,000.00	32,994.63	124,596.64	288,403.36	69.83 %
02 - Materials and Services	273,600.00	273,600.00	20,723.92	70,263.29	203,336.71	74.32 %
03 - Capital Outlay	50,000.00	50,000.00	4,166.67	12,500.01	37,499.99	75.00 %
Total Department: 105 - Com Dev - Aquatic Center:	736,600.00	736,600.00	57,885.22	207,359.94	529,240.06	71.85 %
Department: 107 - Com Dev Building/Inspections						
01 - Personal Services	244,000.00	244,000.00	21,865.44	61,671.34	182,328.66	74.72 %
02 - Materials and Services	17,800.00	17,800.00	755.60	4,973.08	12,826.92	72.06 %
Total Department: 107 - Com Dev Building/Inspections:	261,800.00	261,800.00	22,621.04	66,644.42	195,155.58	74.54 %
Department: 108 - Com Dev Building/Planning Dept						
01 - Personal Services	140,500.00	140,500.00	10,446.75	37,006.73	103,493.27	73.66 %
02 - Materials and Services	38,400.00	38,400.00	1,356.23	5,512.92	32,887.08	85.64 %
05 - Transfers	3,400.00	3,400.00	283.33	849.99	2,550.01	75.00 %
Total Department: 108 - Com Dev Building/Planning Dept:	182,300.00	182,300.00	12,086.31	43,369.64	138,930.36	76.21 %
Department: 111 - Non-Departmental & Contingency						
06 - Contingencies	250,000.00	218,700.00	0.00	0.00	218,700.00	100.00 %

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
08 - Unappropriated Ending Fund Balance	1,149,852.00	1,149,852.00	0.00	0.00	1,149,852.00	100.00 %
Total Department: 111 - Non-Departmental & Contingency:	1,399,852.00	1,368,552.00	0.00	0.00	1,368,552.00	100.00 %
Total Expense:	9,716,960.00	9,716,960.00	723,496.49	2,158,085.25	7,558,874.75	77.79 %
Total Revenues	9,716,960.00	9,716,960.00	328,525.45	1,062,017.27	-8,654,942.73	-89.07 %
Total Expenses	9,716,960.00	9,716,960.00	723,496.49	2,158,085.25	7,558,874.75	77.79 %
Total Fund: 10 - GENERAL FUND:	0.00	0.00	-394,971.04	-1,096,067.98	-1,096,067.98	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 20 - STREET FUND						
Revenue						
Department: 400 - Beginning Balance						
91 - Resources Except Property Taxes	305,000.00	305,000.00	0.00	0.00	-305,000.00	-100.00 %
Total Department: 400 - Beginning Balance:	305,000.00	305,000.00	0.00	0.00	-305,000.00	-100.00 %
Department: 430 - Highways and Streets						
91 - Resources Except Property Taxes	828,790.00	828,790.00	67,948.74	197,882.80	-630,907.20	-76.12 %
Total Department: 430 - Highways and Streets :	828,790.00	828,790.00	67,948.74	197,882.80	-630,907.20	-76.12 %
Department: 470 - Unrestricted Intergovernmental Revenues						
91 - Resources Except Property Taxes	150,000.00	150,000.00	0.00	0.00	-150,000.00	-100.00 %
Total Department: 470 - Unrestricted Intergovernmental Revenues :	150,000.00	150,000.00	0.00	0.00	-150,000.00	-100.00 %
Department: 480 - Miscellaneous						
91 - Resources Except Property Taxes	1,500.00	1,500.00	254.32	850.24	-649.76	-43.32 %
Total Department: 480 - Miscellaneous:	1,500.00	1,500.00	254.32	850.24	-649.76	-43.32 %
Department: 499 - Transfers						
91 - Resources Except Property Taxes	6,225.00	6,225.00	518.76	1,556.28	-4,668.72	-75.00 %
Total Department: 499 - Transfers :	6,225.00	6,225.00	518.76	1,556.28	-4,668.72	-75.00 %
Total Revenue:	1,291,515.00	1,291,515.00	68,721.82	200,289.32	-1,091,225.68	-84.49 %
Expense						
Department: 021 - Street Admin & Engineering						
01 - Personal Services	319,000.00	319,000.00	29,480.18	84,187.59	234,812.41	73.61 %
02 - Materials and Services	250,500.00	250,500.00	15,990.70	54,504.78	195,995.22	78.24 %
03 - Capital Outlay	170,000.00	170,000.00	0.00	7,181.40	162,818.60	95.78 %
05 - Transfers	80,000.00	80,000.00	6,666.67	20,000.01	59,999.99	75.00 %
Total Department: 021 - Street Admin & Engineering:	819,500.00	819,500.00	52,137.55	165,873.78	653,626.22	79.76 %
Department: 026 - Debt Service & Contingency						
06 - Contingencies	472,015.00	472,015.00	0.00	0.00	472,015.00	100.00 %
Total Department: 026 - Debt Service & Contingency:	472,015.00	472,015.00	0.00	0.00	472,015.00	100.00 %
Total Expense:	1,291,515.00	1,291,515.00	52,137.55	165,873.78	1,125,641.22	87.16 %
Total Revenues	1,291,515.00	1,291,515.00	68,721.82	200,289.32	-1,091,225.68	-84.49 %
Total Expenses	1,291,515.00	1,291,515.00	52,137.55	165,873.78	1,125,641.22	87.16 %
Total Fund: 20 - STREET FUND:	0.00	0.00	16,584.27	34,415.54	34,415.54	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 22 - REVENUE SHARING FUND						
Revenue						
Department: 470 - Unrestricted Intergovernmental Revenues						
91 - Resources Except Property Taxes	110,000.00	110,000.00	0.00	27,871.90	-82,128.10	-74.66 %
Total Department: 470 - Unrestricted Intergovernmental Revenues :	110,000.00	110,000.00	0.00	27,871.90	-82,128.10	-74.66 %
Total Revenue:	110,000.00	110,000.00	0.00	27,871.90	-82,128.10	-74.66 %
Expense						
Department: 085 - Revenue Sharing						
05 - Transfers	110,000.00	110,000.00	0.00	27,871.90	82,128.10	74.66 %
Total Department: 085 - Revenue Sharing:	110,000.00	110,000.00	0.00	27,871.90	82,128.10	74.66 %
Total Expense:	110,000.00	110,000.00	0.00	27,871.90	82,128.10	74.66 %
Total Revenues	110,000.00	110,000.00	0.00	27,871.90	-82,128.10	-74.66 %
Total Expenses	110,000.00	110,000.00	0.00	27,871.90	82,128.10	74.66 %
Total Fund: 22 - REVENUE SHARING FUND:	0.00	0.00	0.00	0.00	0.00	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 24 - SYSTEMS DEVELOPMENT FUND						
Revenue						
Department: 400 - Beginning Balance						
91 - Resources Except Property Taxes	2,853,500.00	2,853,500.00	0.00	0.00	-2,853,500.00	-100.00 %
Total Department: 400 - Beginning Balance:	2,853,500.00	2,853,500.00	0.00	0.00	-2,853,500.00	-100.00 %
Department: 410 - General Government						
91 - Resources Except Property Taxes	20,000.00	20,000.00	4,817.78	4,817.78	-15,182.22	-75.91 %
Total Department: 410 - General Government :	20,000.00	20,000.00	4,817.78	4,817.78	-15,182.22	-75.91 %
Department: 430 - Highways and Streets						
91 - Resources Except Property Taxes	40,000.00	40,000.00	3,204.00	19,558.00	-20,442.00	-51.11 %
Total Department: 430 - Highways and Streets :	40,000.00	40,000.00	3,204.00	19,558.00	-20,442.00	-51.11 %
Department: 440 - Culture and Recreation						
91 - Resources Except Property Taxes	50,000.00	50,000.00	4,474.00	22,240.00	-27,760.00	-55.52 %
Total Department: 440 - Culture and Recreation :	50,000.00	50,000.00	4,474.00	22,240.00	-27,760.00	-55.52 %
Department: 444 - Sewer						
91 - Resources Except Property Taxes	80,000.00	80,000.00	7,916.67	23,750.01	-56,249.99	-70.31 %
Total Department: 444 - Sewer:	80,000.00	80,000.00	7,916.67	23,750.01	-56,249.99	-70.31 %
Department: 470 - Unrestricted Intergovernmental Revenues						
91 - Resources Except Property Taxes	60,000.00	60,000.00	6,644.36	23,915.86	-36,084.14	-60.14 %
Total Department: 470 - Unrestricted Intergovernmental Revenues :	60,000.00	60,000.00	6,644.36	23,915.86	-36,084.14	-60.14 %
Total Revenue:	3,103,500.00	3,103,500.00	27,056.81	94,281.65	-3,009,218.35	-96.96 %
Expense						
Department: 095 - Systems Development						
03 - Capital Outlay	2,978,600.00	2,978,600.00	0.00	800.00	2,977,800.00	99.97 %
05 - Transfers	124,900.00	124,900.00	2,075.04	6,225.12	118,674.88	95.02 %
Total Department: 095 - Systems Development:	3,103,500.00	3,103,500.00	2,075.04	7,025.12	3,096,474.88	99.77 %
Total Expense:	3,103,500.00	3,103,500.00	2,075.04	7,025.12	3,096,474.88	99.77 %
Total Revenues	3,103,500.00	3,103,500.00	27,056.81	94,281.65	-3,009,218.35	-96.96 %
Total Expenses	3,103,500.00	3,103,500.00	2,075.04	7,025.12	3,096,474.88	99.77 %
Total Fund: 24 - SYSTEMS DEVELOPMENT FUND:	0.00	0.00	24,981.77	87,256.53	87,256.53	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 26 - TRUST FUND						
Revenue						
Department: 400 - Beginning Balance						
91 - Resources Except Property Taxes	216,308.00	216,308.00	0.00	0.00	-216,308.00	-100.00 %
Total Department: 400 - Beginning Balance:	216,308.00	216,308.00	0.00	0.00	-216,308.00	-100.00 %
Department: 420 - Public Safety						
91 - Resources Except Property Taxes	39,400.00	39,400.00	1,479.67	16,102.37	-23,297.63	-59.13 %
Total Department: 420 - Public Safety :	39,400.00	39,400.00	1,479.67	16,102.37	-23,297.63	-59.13 %
Department: 440 - Culture and Recreation						
91 - Resources Except Property Taxes	19,000.00	19,000.00	1,906.34	3,775.45	-15,224.55	-80.13 %
Total Department: 440 - Culture and Recreation :	19,000.00	19,000.00	1,906.34	3,775.45	-15,224.55	-80.13 %
Department: 455 - Other Taxes						
91 - Resources Except Property Taxes	72,500.00	72,500.00	0.00	19,003.40	-53,496.60	-73.79 %
Total Department: 455 - Other Taxes:	72,500.00	72,500.00	0.00	19,003.40	-53,496.60	-73.79 %
Department: 480 - Miscellaneous						
91 - Resources Except Property Taxes	37,000.00	37,000.00	2,500.00	6,080.00	-30,920.00	-83.57 %
Total Department: 480 - Miscellaneous:	37,000.00	37,000.00	2,500.00	6,080.00	-30,920.00	-83.57 %
Total Revenue:	384,208.00	384,208.00	5,886.01	44,961.22	-339,246.78	-88.30 %
Expense						
Department: 011 - Trust Fund						
02 - Materials and Services	31,700.00	31,700.00	500.00	2,574.85	29,125.15	91.88 %
03 - Capital Outlay	352,508.00	352,508.00	3,236.64	32,943.13	319,564.87	90.65 %
Total Department: 011 - Trust Fund:	384,208.00	384,208.00	3,736.64	35,517.98	348,690.02	90.76 %
Total Expense:	384,208.00	384,208.00	3,736.64	35,517.98	348,690.02	90.76 %
Total Revenues	384,208.00	384,208.00	5,886.01	44,961.22	-339,246.78	-88.30 %
Total Expenses	384,208.00	384,208.00	3,736.64	35,517.98	348,690.02	90.76 %
Total Fund: 26 - TRUST FUND:	0.00	0.00	2,149.37	9,443.24	9,443.24	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 28 - GRANTS FUND						
Revenue						
Department: 400 - Beginning Balance						
91 - Resources Except Property Taxes	500.00	500.00	0.00	0.00	-500.00	-100.00 %
Total Department: 400 - Beginning Balance:	500.00	500.00	0.00	0.00	-500.00	-100.00 %
Department: 420 - Public Safety						
03 - Capital Outlay	0.00	0.00	88,772.50	88,772.50	88,772.50	0.00 %
91 - Resources Except Property Taxes	473,000.00	473,000.00	0.00	5,334.99	-467,665.01	-98.87 %
Total Department: 420 - Public Safety :	473,000.00	473,000.00	88,772.50	94,107.49	-378,892.51	-80.10 %
Department: 440 - Culture and Recreation						
91 - Resources Except Property Taxes	2,077,520.00	2,047,520.00	0.00	0.00	-2,047,520.00	-100.00 %
Total Department: 440 - Culture and Recreation :	2,077,520.00	2,047,520.00	0.00	0.00	-2,047,520.00	-100.00 %
Department: 448 - Grants Fund						
91 - Resources Except Property Taxes	0.00	30,000.00	0.00	0.00	-30,000.00	-100.00 %
Total Department: 448 - Grants Fund:	0.00	30,000.00	0.00	0.00	-30,000.00	-100.00 %
Total Revenue:	2,551,020.00	2,551,020.00	88,772.50	94,107.49	-2,456,912.51	-96.31 %
Expense						
Department: 012 - Grants Fund						
03 - Capital Outlay	2,551,020.00	2,551,020.00	881.36	881.36	2,550,138.64	99.97 %
Total Department: 012 - Grants Fund:	2,551,020.00	2,551,020.00	881.36	881.36	2,550,138.64	99.97 %
Total Expense:	2,551,020.00	2,551,020.00	881.36	881.36	2,550,138.64	99.97 %
Total Revenues	2,551,020.00	2,551,020.00	88,772.50	94,107.49	-2,456,912.51	-96.31 %
Total Expenses	2,551,020.00	2,551,020.00	881.36	881.36	2,550,138.64	99.97 %
Total Fund: 28 - GRANTS FUND:	0.00	0.00	87,891.14	93,226.13	93,226.13	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 29 - URBAN RENEWAL AGENCY						
Revenue						
Department: 400 - Beginning Balance						
91 - Resources Except Property Taxes	175,000.00	175,000.00	0.00	0.00	-175,000.00	-100.00 %
Total Department: 400 - Beginning Balance:	175,000.00	175,000.00	0.00	0.00	-175,000.00	-100.00 %
Department: 450 - Property Tax						
90 - Property Taxes	123,000.00	123,000.00	623.46	2,229.70	-120,770.30	-98.19 %
Total Department: 450 - Property Tax:	123,000.00	123,000.00	623.46	2,229.70	-120,770.30	-98.19 %
Department: 480 - Miscellaneous						
91 - Resources Except Property Taxes	750.00	750.00	167.33	341.45	-408.55	-54.47 %
Total Department: 480 - Miscellaneous:	750.00	750.00	167.33	341.45	-408.55	-54.47 %
Total Revenue:	298,750.00	298,750.00	790.79	2,571.15	-296,178.85	-99.14 %
Expense						
Department: 019 - Urban Renewal						
01 - Personal Services	17,000.00	17,000.00	1,249.75	3,749.18	13,250.82	77.95 %
03 - Capital Outlay	106,750.00	106,750.00	350.84	11,414.99	95,335.01	89.31 %
04 - Debt Service	175,000.00	175,000.00	0.00	0.00	175,000.00	100.00 %
Total Department: 019 - Urban Renewal :	298,750.00	298,750.00	1,600.59	15,164.17	283,585.83	94.92 %
Total Expense:	298,750.00	298,750.00	1,600.59	15,164.17	283,585.83	94.92 %
Total Revenues	298,750.00	298,750.00	790.79	2,571.15	-296,178.85	-99.14 %
Total Expenses	298,750.00	298,750.00	1,600.59	15,164.17	283,585.83	94.92 %
Total Fund: 29 - URBAN RENEWAL AGENCY :	0.00	0.00	-809.80	-12,593.02	-12,593.02	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 43 - GENERAL OBLIGATION FUND						
Revenue						
Department: 400 - Beginning Balance						
91 - Resources Except Property Taxes	265,000.00	265,000.00	0.00	0.00	-265,000.00	-100.00 %
Total Department: 400 - Beginning Balance:	265,000.00	265,000.00	0.00	0.00	-265,000.00	-100.00 %
Department: 450 - Property Tax						
90 - Property Taxes	714,000.00	714,000.00	5,004.33	17,117.73	-696,882.27	-97.60 %
Total Department: 450 - Property Tax:	714,000.00	714,000.00	5,004.33	17,117.73	-696,882.27	-97.60 %
Total Revenue:	979,000.00	979,000.00	5,004.33	17,117.73	-961,882.27	-98.25 %
Expense						
Department: 010 - General Obligation Fund						
04 - Debt Service	683,878.00	683,878.00	0.00	0.00	683,878.00	100.00 %
08 - Unappropriated Ending Fund Balance	295,122.00	295,122.00	0.00	0.00	295,122.00	100.00 %
Total Department: 010 - General Obligation Fund:	979,000.00	979,000.00	0.00	0.00	979,000.00	100.00 %
Total Expense:	979,000.00	979,000.00	0.00	0.00	979,000.00	100.00 %
Total Revenues	979,000.00	979,000.00	5,004.33	17,117.73	-961,882.27	-98.25 %
Total Expenses	979,000.00	979,000.00	0.00	0.00	979,000.00	100.00 %
Total Fund: 43 - GENERAL OBLIGATION FUND :	0.00	0.00	5,004.33	17,117.73	17,117.73	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 45 - GENERAL LONG TERM DEBT FUND						
Revenue						
Department: 470 - Unrestricted Intergovernmental Revenues						
91 - Resources Except Property Taxes	106,010.00	106,010.00	8,834.17	26,502.51	-79,507.49	-75.00 %
Total Department: 470 - Unrestricted Intergovernmental Revenues :	106,010.00	106,010.00	8,834.17	26,502.51	-79,507.49	-75.00 %
Total Revenue:	106,010.00	106,010.00	8,834.17	26,502.51	-79,507.49	-75.00 %
Expense						
Department: 016 - General Long Term Debt						
04 - Debt Service	106,010.00	106,010.00	0.00	0.00	106,010.00	100.00 %
Total Department: 016 - General Long Term Debt:	106,010.00	106,010.00	0.00	0.00	106,010.00	100.00 %
Total Expense:	106,010.00	106,010.00	0.00	0.00	106,010.00	100.00 %
Total Revenues	106,010.00	106,010.00	8,834.17	26,502.51	-79,507.49	-75.00 %
Total Expenses	106,010.00	106,010.00	0.00	0.00	106,010.00	100.00 %
Total Fund: 45 - GENERAL LONG TERM DEBT FUND:	0.00	0.00	8,834.17	26,502.51	26,502.51	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 50 - SEWER FUND						
Revenue						
Department: 400 - Beginning Balance						
91 - Resources Except Property Taxes	1,820,000.00	1,820,000.00	0.00	0.00	-1,820,000.00	-100.00 %
Total Department: 400 - Beginning Balance:	1,820,000.00	1,820,000.00	0.00	0.00	-1,820,000.00	-100.00 %
Department: 444 - Sewer						
91 - Resources Except Property Taxes	3,028,000.00	3,028,000.00	290,488.06	811,487.80	-2,216,512.20	-73.20 %
Total Department: 444 - Sewer:	3,028,000.00	3,028,000.00	290,488.06	811,487.80	-2,216,512.20	-73.20 %
Department: 480 - Miscellaneous						
91 - Resources Except Property Taxes	25,000.00	25,000.00	1,350.65	3,920.10	-21,079.90	-84.32 %
Total Department: 480 - Miscellaneous:	25,000.00	25,000.00	1,350.65	3,920.10	-21,079.90	-84.32 %
Department: 499 - Transfers						
91 - Resources Except Property Taxes	12,450.00	12,450.00	1,037.52	3,112.56	-9,337.44	-75.00 %
Total Department: 499 - Transfers :	12,450.00	12,450.00	1,037.52	3,112.56	-9,337.44	-75.00 %
Total Revenue:	4,885,450.00	4,885,450.00	292,876.23	818,520.46	-4,066,929.54	-83.25 %
Expense						
Department: 031 - Sewer Admin & Engineering						
01 - Personal Services	587,500.00	587,500.00	51,997.89	150,794.06	436,705.94	74.33 %
02 - Materials and Services	953,500.00	953,500.00	71,535.43	235,309.84	718,190.16	75.32 %
03 - Capital Outlay	380,000.00	470,000.00	3,568.79	24,501.79	445,498.21	94.79 %
05 - Transfers	1,555,650.00	1,555,650.00	45,833.33	338,203.39	1,217,446.61	78.26 %
Total Department: 031 - Sewer Admin & Engineering:	3,476,650.00	3,566,650.00	172,935.44	748,809.08	2,817,840.92	79.01 %
Department: 036 - Debt Service & Contingency						
06 - Contingencies	1,408,800.00	1,318,800.00	0.00	0.00	1,318,800.00	100.00 %
Total Department: 036 - Debt Service & Contingency:	1,408,800.00	1,318,800.00	0.00	0.00	1,318,800.00	100.00 %
Total Expense:	4,885,450.00	4,885,450.00	172,935.44	748,809.08	4,136,640.92	84.67 %
Total Revenues	4,885,450.00	4,885,450.00	292,876.23	818,520.46	-4,066,929.54	-83.25 %
Total Expenses	4,885,450.00	4,885,450.00	172,935.44	748,809.08	4,136,640.92	84.67 %
Total Fund: 50 - SEWER FUND:	0.00	0.00	119,940.79	69,711.38	69,711.38	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 52 - WATER FUND						
Revenue						
Department: 400 - Beginning Balance						
91 - Resources Except Property Taxes	515,000.00	515,000.00	0.00	0.00	-515,000.00	-100.00 %
Total Department: 400 - Beginning Balance:	515,000.00	515,000.00	0.00	0.00	-515,000.00	-100.00 %
Department: 442 - Water						
91 - Resources Except Property Taxes	2,092,500.00	2,092,500.00	230,234.53	628,250.49	-1,464,249.51	-69.98 %
Total Department: 442 - Water:	2,092,500.00	2,092,500.00	230,234.53	628,250.49	-1,464,249.51	-69.98 %
Department: 480 - Miscellaneous						
91 - Resources Except Property Taxes	13,000.00	13,000.00	558.47	1,369.45	-11,630.55	-89.47 %
Total Department: 480 - Miscellaneous:	13,000.00	13,000.00	558.47	1,369.45	-11,630.55	-89.47 %
Department: 499 - Transfers						
91 - Resources Except Property Taxes	6,225.00	6,225.00	518.76	1,556.28	-4,668.72	-75.00 %
Total Department: 499 - Transfers :	6,225.00	6,225.00	518.76	1,556.28	-4,668.72	-75.00 %
Total Revenue:	2,626,725.00	2,626,725.00	231,311.76	631,176.22	-1,995,548.78	-75.97 %
Expense						
Department: 041 - Water Admin & Engineering						
01 - Personal Services	407,000.00	407,000.00	36,039.33	101,358.44	305,641.56	75.10 %
02 - Materials and Services	666,500.00	666,500.00	55,361.78	170,411.35	496,088.65	74.43 %
03 - Capital Outlay	95,000.00	95,000.00	0.00	0.00	95,000.00	100.00 %
05 - Transfers	948,193.00	948,193.00	35,416.67	106,250.01	841,942.99	88.79 %
Total Department: 041 - Water Admin & Engineering:	2,116,693.00	2,116,693.00	126,817.78	378,019.80	1,738,673.20	82.14 %
Department: 046 - Debt Service & Contingency						
06 - Contingencies	510,032.00	510,032.00	0.00	0.00	510,032.00	100.00 %
Total Department: 046 - Debt Service & Contingency:	510,032.00	510,032.00	0.00	0.00	510,032.00	100.00 %
Total Expense:	2,626,725.00	2,626,725.00	126,817.78	378,019.80	2,248,705.20	85.61 %
Total Revenues	2,626,725.00	2,626,725.00	231,311.76	631,176.22	-1,995,548.78	-75.97 %
Total Expenses	2,626,725.00	2,626,725.00	126,817.78	378,019.80	2,248,705.20	85.61 %
Total Fund: 52 - WATER FUND:	0.00	0.00	104,493.98	253,156.42	253,156.42	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 54 - DEBT SERVICE FUND						
Revenue						
Department: 499 - Transfers						
91 - Resources Except Property Taxes	1,528,843.00	1,528,843.00	0.00	200,703.40	-1,328,139.60	-86.87 %
Total Department: 499 - Transfers :	1,528,843.00	1,528,843.00	0.00	200,703.40	-1,328,139.60	-86.87 %
Total Revenue:	1,528,843.00	1,528,843.00	0.00	200,703.40	-1,328,139.60	-86.87 %
Expense						
Department: 017 - Debt Service						
04 - Debt Service	1,528,843.00	1,528,843.00	0.00	100,331.70	1,428,511.30	93.44 %
Total Department: 017 - Debt Service:	1,528,843.00	1,528,843.00	0.00	100,331.70	1,428,511.30	93.44 %
Total Expense:	1,528,843.00	1,528,843.00	0.00	100,331.70	1,428,511.30	93.44 %
Total Revenues	1,528,843.00	1,528,843.00	0.00	200,703.40	-1,328,139.60	-86.87 %
Total Expenses	1,528,843.00	1,528,843.00	0.00	100,331.70	1,428,511.30	93.44 %
Total Fund: 54 - DEBT SERVICE FUND:	0.00	0.00	0.00	100,371.70	100,371.70	

Budget Report

For Fiscal: 2012-2013 Period Ending: 09/30/2012

State LB Report	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 58 - FLEET MANAGEMENT FUND						
Revenue						
Department: 400 - Beginning Balance						
91 - Resources Except Property Taxes	298,000.00	298,000.00	0.00	0.00	-298,000.00	-100.00 %
Total Department: 400 - Beginning Balance:	298,000.00	298,000.00	0.00	0.00	-298,000.00	-100.00 %
Department: 470 - Unrestricted Intergovernmental Revenues						
91 - Resources Except Property Taxes	35,000.00	35,000.00	0.00	2,448.15	-32,551.85	-93.01 %
Total Department: 470 - Unrestricted Intergovernmental Revenues :	35,000.00	35,000.00	0.00	2,448.15	-32,551.85	-93.01 %
Department: 480 - Miscellaneous						
91 - Resources Except Property Taxes	395,000.00	395,000.00	32,711.55	99,665.37	-295,334.63	-74.77 %
Total Department: 480 - Miscellaneous:	395,000.00	395,000.00	32,711.55	99,665.37	-295,334.63	-74.77 %
Department: 499 - Transfers						
91 - Resources Except Property Taxes	89,800.00	89,800.00	6,650.00	19,950.00	-69,850.00	-77.78 %
Total Department: 499 - Transfers :	89,800.00	89,800.00	6,650.00	19,950.00	-69,850.00	-77.78 %
Total Revenue:	817,800.00	817,800.00	39,361.55	122,063.52	-695,736.48	-85.07 %
Expense						
Department: 075 - Fleet Management Fund						
01 - Personal Services	213,000.00	213,000.00	16,627.82	51,259.69	161,740.31	75.93 %
02 - Materials and Services	178,000.00	178,000.00	6,243.24	47,050.24	130,949.76	73.57 %
03 - Capital Outlay	147,000.00	153,000.00	3,281.92	95,275.21	57,724.79	37.73 %
05 - Transfers	80,000.00	80,000.00	6,666.67	20,000.01	59,999.99	75.00 %
06 - Contingencies	199,800.00	193,800.00	0.00	0.00	193,800.00	100.00 %
Total Department: 075 - Fleet Management Fund:	817,800.00	817,800.00	32,819.65	213,585.15	604,214.85	73.88 %
Total Expense:	817,800.00	817,800.00	32,819.65	213,585.15	604,214.85	73.88 %
Total Revenues	817,800.00	817,800.00	39,361.55	122,063.52	-695,736.48	-85.07 %
Total Expenses	817,800.00	817,800.00	32,819.65	213,585.15	604,214.85	73.88 %
Total Fund: 58 - FLEET MANAGEMENT FUND :	0.00	0.00	6,541.90	-91,521.63	-91,521.63	
Report Total:	0.00	0.00	-19,359.12	-508,981.45	-508,981.45	

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
10 - GENERAL FUND	0.00	0.00	-394,971.04	-1,096,067.98	-1,096,067.98	
20 - STREET FUND	0.00	0.00	16,584.27	34,415.54	34,415.54	
22 - REVENUE SHARING FUND	0.00	0.00	0.00	0.00	0.00	
24 - SYSTEMS DEVELOPMENT FUNI	0.00	0.00	24,981.77	87,256.53	87,256.53	
26 - TRUST FUND	0.00	0.00	2,149.37	9,443.24	9,443.24	
28 - GRANTS FUND	0.00	0.00	87,891.14	93,226.13	93,226.13	
29 - URBAN RENEWAL AGENCY	0.00	0.00	-809.80	-12,593.02	-12,593.02	
43 - GENERAL OBLIGATION FUND	0.00	0.00	5,004.33	17,117.73	17,117.73	
45 - GENERAL LONG TERM DEBT FL	0.00	0.00	8,834.17	26,502.51	26,502.51	
50 - SEWER FUND	0.00	0.00	119,940.79	69,711.38	69,711.38	
52 - WATER FUND	0.00	0.00	104,493.98	253,156.42	253,156.42	
54 - DEBT SERVICE FUND	0.00	0.00	0.00	100,371.70	100,371.70	
58 - FLEET MANAGEMENT FUND	0.00	0.00	6,541.90	-91,521.63	-91,521.63	
Report Total:	0.00	0.00	-19,359.12	-508,981.45	-508,981.45	



Memo

To: Jon Nelson, Robert Spivey, and Ron Lines
Cc: Dallas City Council
Park and Recreation Board

From: Emily Gagner

Date: October 4, 2012

Re: 2012 Park Reservation Season

Message:

The Park Reservation Season has come to a close. We served 6,586 people with reservations alone (and increase of over 200 from last year); this does not include regular park patrons or the attendees from Summerfest weekend. We had numerous weddings, graduation parties, baby showers, family reunions, company picnics, church services, class reunions and birthday parties.

We held the National Guard family weekend in the meadow along Brandvold drive where an additional 250 patrons used the park outside of the normal reservation area, due to lack of park reservation area availability. In fact, on that weekend, we accommodated 5 large groups in the park. There were several reservation requests throughout the summer that we were unable to accommodate because all the structures were reserved for other events. We also had several requests this summer for reservations in other parks in town, something we currently do not do.

We waved reservation charges for the Library children's summer activities, DLC/Post High, Dragonfly Preschool, Head Start, the Old Timer's Picnic, and all Summerfest activities through the Chamber.

We brought in \$5,830, an increase of nearly \$100 over last year.