



City Council

Mayor
Brian Dalton

Council President
LaVonne Wilson

Councilor
Jim Brown

Councilor
Jim Fairchild

Councilor
Kelly Gabliks

Councilor
Beth Jones

Councilor
Jackie Lawson

Councilor
Kevin Marshall

Councilor
Murray Stewart

Councilor
Ken Woods, Jr.

Staff

City Manager
Ron Foggin

City Attorney
Lane Shetterly

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

Recording Secretary
Jeremy Teal

Dallas City Council Agenda

Monday, July 15, 2013, 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. INTRODUCTION OF NEW EMPLOYEES	
4. 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>	
5. PUBLIC HEARINGS <i>Public comment will be allowed on items appearing on this portion of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony.</i>	
a. Public hearing regarding the sale of real property located at 11235 Orrs Corner Road, Rickreall, Oregon	PG. 3
6. CONSENT AGENDA <i>The following items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the Consent Agenda and considered separately.</i>	
a. Approve minutes of June 17, 2013, City Council meeting	PG. 5
b. OLCC Application for Temporary Use of an Annual License for a special event at Tony's	PG. 8
7. ITEMS REMOVED FROM CONSENT AGENDA	
8. REPORTS OR COMMENTS FROM MAYOR and COUNCIL MEMBERS	
a. General comments from the Council	
b. Report of the June 24, 2013, Public Works Committee Meeting (Councilor Beth Jones)	PG. 11

Dallas City Council Agenda

Page 2

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.

c. Report of the June 24, 2013, Public Safety Committee Meeting (Councilor Beth Jones)	PG. 28
9. REPORTS FROM CITY MANAGER AND STAFF	
a. Dallas 2030 update from Doug Zenn	Information
b. June financial reports	Information PG. 42
c. Intergovernmental Agreement with the Dallas Urban Renewal Agency	Motion PG. 69
d. Other	
10. RESOLUTIONS	
a. <u>Resolution No. 3277</u> : A Resolution declaring real property located at 11235 Orrs Corner Road, Dallas, Polk County, Oregon not needed for public use and authorizing the sale thereof.	Roll Call Vote PG. 75
b. <u>Resolution No. 3278</u> : A Resolution amending the terms of agreement for Dallas FireMed.	Roll Call Vote PG. 79
c. <u>Resolution No. 3279</u> : A Resolution repealing sections 1, 2 and 3 of Resolution No. 2528, relating to parking; and establishing handicap parking.	Roll Call Vote PG. 86
d. <u>Resolution No. 3280</u> : A Resolution establishing charges for abatement of obnoxious vegetation; and repealing Resolution No. 2653.	Roll Call Vote PG. 88
e. <u>Resolution No. 3281</u> : A Resolution authorizing the execution and delivery of a full faith and credit agreement in a principal amount not to exceed \$750,000.	Roll Call Vote PG. 91
11. FIRST READING OF ORDINANCE	
a. <u>Ordinance No. 1757</u> : An ordinance repealing Dallas City Code Sections 3.700 to 3.710, relating to loan program for sidewalk repairs.	First Reading PG. 96
12. SECOND READING OF ORDINANCE	
13. OTHER BUSINESS	
14. ADJOURNMENT	

Note: There will be a Council Workshop prior to the Council meeting at 5:30 p.m.

There will also be a meeting of the Dallas Development Commission, Urban Renewal Agency following the Council meeting.

DALLAS CITY COUNCIL REPORT

TO: MAYOR DALTON AND THE DALLAS CITY COUNCIL

City of Dallas	Agenda Item No. 5a	Topic: Public Hearing- Sale of property at 11235 Orrs Corner Road
Prepared By: Jason Locke, Community Development /Operations Director	Meeting Date: July 15, 2013	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin, City Manager 		

RECOMMENDED ACTION: Hold the Public Hearing as required by law and move to direct the City Manager to complete the sale to Garcia as specified in Sale Agreement #Garcia11235 and adopt Resolution 3277 (contained later in the agenda).

BACKGROUND: The City Council directed staff to sell the City-owned property located at 11235 Orrs Corner Road, generally known as the "Farmhouse". After working through some of the issues with the property, it was listed with Yolanda Zuger of Windermere. The property was listed for \$235,000, \$5000 above the CMA price. The sale previously approved by the Council failed because the buyers were unable to secure financing. This new offer is similar in terms of net proceeds to the previous accepted offer.

Notice of the Public Hearing was published on July 10, 2013.

FISCAL IMPACT: The City should net approximately \$215,000 at the close of the sale, which will be directed into the Sewer Fund.

Attachments:

- 1) Final Agency Acknowledgement Garcia11235



FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
2 to the following agency relationships in this transaction: (1) Javier Alomia (Name of Selling Licensee)
3 of RE/MAX equity group (Name of Real Estate Firm) is the agent of (check one):
4 Buyer exclusively ("Buyer Agency"). Seller exclusively ("Seller Agency"). Both Buyer and Seller ("Disclosed Limited Agency").
5 Yolanda Zuger (Name of Listing Licensee)
6 of Winderemere (Name of Real Estate Firm) is the agent of (check one):
7 Seller exclusively ("Seller Agency"). Both Buyer and Seller ("Disclosed Limited Agency").

8 (3) If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same
9 principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both
10 Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and
11 Licensee(s).

12 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at
13 the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this
14 Final Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

15 Buyer Jose Garcia Print Jose Garcia Date 7/1/2013
16 Buyer B2D7635F9E2F4AE... Print Date
17 Seller City of Dallas Print City of Dallas Date 7/2/13
18 Seller Print Date

RESIDENTIAL REAL ESTATE SALE AGREEMENT

19 This Agreement is intended to be a legal and binding contract.
20 If it is not understood, seek competent legal advice before signing. Time is of the essence of this Agreement.

21 1. DEFINITIONS: All references in this Agreement to "Licensee" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the
22 State of Oregon and the respective real estate companies with which they are affiliated. Licensee(s) and Firm(s) identified in the Final Agency
23 Acknowledgment Section above are not parties to this Agreement, except as may be expressly applicable. Unless otherwise provided herein: (1)
24 Time calculated in days after the date Buyer and Seller have signed this Agreement shall start on the first full business day after the date of Seller's
25 signature indicating acceptance of Buyer's offer or counteroffer, or Buyer's signature indicating acceptance of Seller's counteroffer. (2) Written
26 notices required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Licensee with the same
27 effect as if delivered to that Buyer or Seller; (3) A "business day" shall mean Monday through Friday, except recognized legal holidays as
28 enumerated in ORS 187.010 and 187.020.

29 2.1 PRICE/PROPERTY DESCRIPTION: Buyer (print name(s)) Jose Garcia
30
31 offers to purchase from Seller (print name(s)) City of Dallas

32 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Polk
33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)

34 11235 ORRS CORNER RD, Rickreall, OR 97371
35 (Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
36 Section 5, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
37 for the Purchase Price (in U.S. currency) of A \$ 240,000.00
38 on the following terms: Earnest money herein received for B \$ 2,500.00
39 on C \$
40 at or before Closing, the balance of down payment D \$ 5,900.00
41 at Closing and upon delivery of DEED CONTRACT the balance of the Purchase Price E \$ 231,600.00
42 (Lines B, C, D and E should equal Line A)
43

Buyer Initials Date 7/1/2013

Seller Initials Date 7/2/13

1 The Dallas City Council met in regular session on Monday, June 17, 2013, 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 LaVonne Wilson, Councilor Jim Brown, Councilor
5 Jim Fairchild, Councilor Kelly Gabliks, Councilor Beth Jones, Councilor Jackie Lawson,
6 Councilor Kevin Marshall, and Councilor Murray Stewart. Excused: Councilor Ken Woods, Jr.

7 Also present were: City Manager Ron Foggin, City Attorney Lane Shetterly, Chief of Police John
8 Teague, Fire Chief Bill Hahn, Community Development/Operations Director Jason Locke,
9 Engineering and Environmental Services Director Fred Braun, Finance Director Cecilia Ward,
10 City Recorder Emily Gagner, and Recording Secretary Jeremy Teal.

11 Mayor Dalton led the Pledge of Allegiance.

12 **INTRODUCTION OF NEW EMPLOYEES**

13 Chief Hahn introduced Lieutenant Frank Ehrmantraut and Chief Teague introduced the Police
14 Department's new CSO Carleen Danka and Police Officer Darren Buchholz.

15 **COMMENTS FROM THE AUDIENCE**

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

17 Chelsea Pope, Executive Director, Dallas Area Chamber of Commerce, 119 SW Court St., Dallas,
18 Oregon, stated the Polk County Bounty Market was going well in its fourth season with a new
19 venue and new time. She noted that sales had improved already this year with the earlier time.

20 **PUBLIC HEARINGS**

21 **CONSENT AGENDA**

22 It was moved by Councilor Brown *to approve the Consent Agenda as presented.* The motion was
23 duly seconded and carried unanimously.

24 Items approved by the Consent Agenda: a) the June 3, 2013, City Council meeting minutes; b)
25 award contract for 2013 LaCreole Interceptor CIPP Project; c) appoint Les Oehler to Planning
26 Commission; d) request from Chamber for Summerfest.

27 **ITEMS REMOVED FROM THE CONSENT AGENDA**

28 There were none.

29 **REPORTS OR COMMENTS FROM THE MAYOR AND COUNCIL MEMBERS**

30 Councilor Gabliks commented that she attended the Father's Day breakfast at the fire station and
31 it was a very successful event.

32 Councilor Lawson stated she attended the Court Street block party and it was a successful event
33 that was well attended.

34 Councilor Jones reported that LaCreole Middle School was looking for donations for their Strive
35 for Excellence in Reading program. She stated that Family Night Out was a huge success. Mayor
36 Dalton noted that over 900 people attended.

37 Mayor Dalton advised that members for the Citizen's Charter Revision Committee had been
38 selected. He noted that everyone had been contacted and were willing to serve on the Committee.
39 The Committee members would be Mike Bollman, David Shein, Fred Avera, LuAnn Meyer,
40 Gene Henshaw, Mitch Ratzlaff, Carol Trowbridge, Deb Nord, and Paul Trahan.

41 It was moved by Councilor Marshall *to accept the nominees for the Citizen's Charter Revision*
42 *Committee.* The motion was duly seconded and carried unanimously.

1 **REPORTS FROM CITY MANAGER AND STAFF**

2 **MAY FINANCIALS**

3 Mr. Foggin stated that all the numbers were in order and he expected all the departments to finish
4 on or under budget for the year. He noted that June was the last month for the fiscal year and
5 based on current spending the departments were doing well and showing great restraint with their
6 budgets.

7 **OTHER**

8 Mr. Foggin reported that he had a proposal from the Polk County Bounty Market to allow wine
9 tasting on Sunday, July 28 at the City Park during Summerfest. He noted that the approval of the
10 Council was needed to allow wine tasting at the market on that day.

11 Mr. Shetterly advised that Section 5.016 in the City Code stated that no person shall drink or
12 consume alcohol in a public place unless the place had been licensed for that purpose by the
13 Oregon Liquor Control Commission. He noted that if the OLCC approved the license, the Bounty
14 Market would be authorized to serve wine in the City Park on that day.

15 It was moved by Councilor Lawson *to recommend to the OLCC for approval of the application*
16 *for wine tasting at the City Park during Summerfest.* The motion was duly seconded and carried
17 unanimously.

18 **RESOLUTIONS**

19 **Resolution No. 3275** – A resolution adopting the budget of the City of Dallas, Oregon for the
20 fiscal period beginning July 1, 2013, and ending June 30, 2014, making budgeted appropriations
21 and levying taxes for said fiscal period.

22 Councilor Brown stated that the PERS rates took a significant drop and the annuity rate was also
23 going down in the next fiscal year. He asked if the savings from the lower rates, and the fact that
24 the City budgeted the full amount, could be taken and put aside for use later when the rates
25 increased. Mr. Foggin stated the employee committee was looking at all the benefits and hoped to
26 have savings across the board. He advised that the Finance Department was looking three years
27 ahead at expenditures and revenues and was coming up with a plan on where to save and what the
28 savings would be able to cover.

29 A roll call vote was taken and Mayor Dalton declared Resolution No. 3275 to have PASSED BY
30 A UNANIMOUS VOTE with Councilor Jim Fairchild, Councilor Kelly Gabliks, Councilor Beth
31 Jones, Councilor Jackie Lawson, Councilor Kevin Marshall, Councilor Murray Stewart, and
32 Council President LaVonne Wilson voting YES.

33 **Resolution No. 3276** – A resolution declaring the City of Dallas's election to receive State
34 Revenues.

35 A roll call vote was taken and Mayor Dalton declared Resolution No. 3273 to have PASSED BY
36 A UNANIMOUS VOTE with Councilor Jim Fairchild, Councilor Kelly Gabliks, Councilor Beth
37 Jones, Councilor Jackie Lawson, Councilor Kevin Marshall, Councilor Murray Stewart, and
38 Council President LaVonne Wilson voting YES.

39 **FIRST READING OF ORDINANCE**

40 **SECOND READING OF ORDINANCE**

41 **OTHER BUSINESS**

42 Mayor Dalton recessed the meeting at 7:18 p.m.

43 Mayor Dalton reconvened the meeting at 7:30 p.m.

44 Mr. Foggin commented that Councilor Woods' family was dealing with a family illness.

45 Councilor Stewart noted that the newspaper was doing a great job with the issues that came up
46 with the Council and the City.

47 Mayor Dalton recessed the meeting at 7:33 p.m. for an Executive Session to review and evaluate
48 the employment – related performance of an employee or staff member who does not request an
49 open hearing.

50 Mayor Dalton reconvened the Council meeting at 8:09 p.m.

- 1 There being no further business, the meeting adjourned at 8:09 p.m.

Read and approved this _____ day of _____ 2013.

Mayor

ATTEST:

City Manager

DRAFT

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 6 b	Topic: OLCC Application for Temporary Use of an Annual License (Tony's)
Prepared By: Jeremy Teal	Meeting Date: July 15, 2013	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED MOTION:

With approval of the consent agenda, the Council would be recommending to the OLCC to grant the request for a temporary use of an annual license (special event) for Tony's.

BACKGROUND:

Ray Stratton, owner of Tony's has submitted an Application for Temporary Use of an Annual License to serve alcohol during Bike Night on July 27 from 6:00 p.m. to 10:00 p.m.

Staff has reviewed the OLCC application and there are no items of concern.

FISCAL IMPACT:

None

ATTACHMENTS:

OLCC Temporary Use of Annual License (special event) applications for Tony's



APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE

- **FULL ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION**
Allows an Oregon Full On-Premises Sales Licensee to sell wine, cider, malt beverages, and distilled spirits for drinking on the special event licensed premises. There is no license fee.
- **LIMITED ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION**
Allows an Oregon Limited On-Premises Sales Licensee to sell wine, cider, and malt beverages for drinking on the special event licensed premises. There is no license fee.

Process Time: OLCC needs your completed application to us in sufficient time to approve it. Sufficient time is typically 1 to 3 weeks before the first event date listed in #9 below (some events may need extra processing time).

License Days: In #9 below, you can apply for a maximum of 7 license days per application form. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.

1. My annual license is a: FULL ON-PREMISES LIMITED ON-PREMISES
2. Licensee Name (please print): TONY'S
3. Trade Name of Business: RAY STRATTON LLC 4. Fax: 503.683.0698
5. Street Address of Annual Business: 127 COURT ST 6. City: DALLAS
7. Contact Person: RAY STRATTON 8. Contact Phone: 503.910.7196
9. Date(s) of event: 7/27/13 10. Start/End hours of alcohol service: 10:00 to 10:00

LICENSED AREA BOUNDARIES: ORS 471.159 prohibits the OLCC from licensing an area that does not have defined boundaries. OLCC may require the licensed area to be enclosed and may require you to submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.

11. Address of Special Event Licensed Area: 127 COURT STREET DALLAS
(Street) (City)

12. Identify the licensed area (for example: entire premises; a room within the premises; an area in a park; etc.):
CORNER OF MAIN STREET TO AWAY WAY OF COURT STREET

13. List the primary activities within the licensed area (like: dinner; auction; beer festival; wine festival; food fair; art show; music; patron dancing; sports event; etc.). If entertainment will be offered in the areas where alcohol will be sold or consumed, please describe the entertainment, the times it will be offered, and list the targeted age of attendees:

BIKE SHOW, CLOSING CEREMONIES FOR SUMMERTAST, LIVE MUSIC

14. Will minors and alcohol be allowed together in the same area? Yes No

15. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 100

PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA: If your answer to #15 is 501 or more, in addition to your answers to questions 16, 17, and 18, you will need to complete the OLCC's *Plan to Manage Special Events* form (available on www.oregon.gov/OLCC), unless the OLCC exempts you from this requirement.

16. Describe your plan to prevent problems and violations. The area will be fenced in with 5 ft orange fencing. We have (2) DPSST certified doorman for ea. end of street, (3) bartenders, (1) on site manager.

17. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors. 5ft fencing + (2) certified doorman

18. Describe your plan to manage alcohol consumption by adults. (3) bartenders + on site manager

MANAGER AND SERVICE PERMITS: You must name a manager or managers who will be at the special event.

19. List name(s) of on-site manager(s): ERIC CLARFIELD 20. Contact Phone: 503-798-8910

21. Service permit number of manager(s): 31357

LIQUOR LIABILITY INSURANCE: I certify that I have obtained at least \$300,000 of liquor liability insurance coverage for this event as required by ORS 471.168.

22. Insurance Company: TRAVELERS 23. Policy #: WJUB 5B048275 24. Expiration Date: 10/06/13

25. Name of insurance agent: CRAMEN WOODS 26. Agent's phone number: 503-623-8143

FOOD SERVICE: See the attached sheet for an explanation of this requirement. DISTILLED SPIRITS WILL NOT BE ALLOWED OUTSIDE IN THE BEER GARDEN. INSIDE WILL HAVE PERMITS

27. If you will **NOT** provide distilled spirits, name at least two different substantial food items that you will provide: MENU - BBQ CHICKEN @ PULLED PORK (3) BRISKE COPY ATTACHED

28. If you are a Full On-Premises Sales Licensee and will provide distilled spirits, name at least five different substantial food items that you will provide: DISTILLED SPIRITS WILL ONLY BE SERVED INSIDE. PERMITS
MENU WILL BE SERVED. COPY ATTACHED.

29. Licensee Name (please print): Ray H Stratton

30. LICENSEE SIGNATURE: [Signature] 31. Date: 7-8-13

GOVERNMENT RECOMMENDATION: Once you've completed this form to this point, you must obtain a recommendation from the local city or county named in #32 below before submitting this application to the OLCC.

32. Name the city if the event address is within a city's limits or name the county if the event address is outside the city's limits: _____

CITY OR COUNTY USE ONLY
The city/county named in #32 above recommends:
 Grant Acknowledge Deny (attach written explanation of deny recommendation)
City/County Signature: _____ Date: _____

FORM TO OLCC: This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

OLCC USE ONLY
Fee Paid: _____ Date: _____ Receipt #: _____
License is: Approved Denied
Restrictions: _____
OLCC Signature: _____ Date: _____

PUBLIC WORKS COMMITTEE
Monday, June 24, 2013

Members Present: Chair Beth Jones, Jackie Lawson, and LaVonne Wilson. Excused: Ken Woods, Jr.

Also Present: City Manager Ron Foggin, City Attorney Lane Shetterly, Mayor Brian Dalton, Engineering and Environmental Services Director Fred Braun, Community Development/Operations Director Jason Locke, Fire Chief Bill Hahn, Chief of Police John Teague, and Recording Secretary Jeremy Teal.

Chair Jones called the meeting to order at 4:04 p.m.

SIDEWALK LOAN PROGRAM

Mr. Locke advised that currently the City had a sidewalk loan program that assisted homeowners with replacement of bad or destroyed sidewalks. He noted the procedure hadn't been used in years and was quite cumbersome. He commented that the goal was to incentivize homeowners to repair hazardous sidewalks through a sidewalk grant program. He stated that the homeowners could receive a 50% reimbursement up to \$500. He noted that the homeowner would bring the City the invoice and the City would verify the work and reimburse the homeowner up to \$500. Mr. Locke recommended eliminating the sidewalk loan program in the City Code and, implement the sidewalk grant program to achieve better sidewalks throughout the City.

It was moved by Councilor Lawson *to remove the sidewalk loan program from the City Code*. The motion was duly seconded and carried unanimously.

PROHIBITION OF WATER WELLS IN CITY LIMITS

Mr. Braun advised that the Dallas City Code currently did not specifically prohibit the construction of new wells. He reported that a new well would conflict with other items in the City Code, including cross contamination. He stated that construction of a shallow well had the probability of decreasing the base flow of the creek and affect water limits at the Wastewater Treatment Facility. He commented that a deep well would draw from the limited aquifers. He noted that all City residents were connected to City water and there was no reason to allow well construction within City limits. Staff recommended creating an ordinance prohibiting the construction of wells within City limits.

Councilor Lawson asked about cross contamination. Mr. Braun explained that well water wasn't regulated and tested like the City water and if that water was introduced to the City water that could contaminate the water distributed to the rest of the residents. Councilor Lawson asked if someone dug a well and used that water, how would that affect City water. Mr. Braun stated that wells were usually connected to an irrigation system and connected to the house plumbing which would ultimately connect to the City water supply. He noted that once a homeowners dug a well, the City didn't have any control or regulations over it or the quality of water.

Council President Wilson asked how many existing wells there were. Mr. Braun stated there were fewer than six, but this ordinance would only prohibit new construction.

1 It was moved by Councilor Wilson *to recommend to Council to approve the ordinance prohibiting*
2 *wells within City limits.*

3 Councilor Lawson stated that she thought it was stepping on homeowner's property rights and
4 couldn't understand how water could come from someone's house and contaminate the City's water
5 supply. Councilor Jones asked if Councilor Lawson needed more information. Councilor Lawson
6 stated that she would like to see statistics that proved cross contamination. She noted that it seemed
7 like the City was creating a law that wasn't needed. Mr. Braun explained that when water was
8 pumped out of the ground it was under pressure. He noted that when an irrigation system was
9 connected to residential piping and it pumped water through the system, could potentially reach the
10 City's water distribution system.

11 Mr. Locke advised that there was an ordinance prohibiting the construction of any new septic tanks.

12 Mr. Foggin explained that the Environmental Protection Agency (EPA) and Oregon Department of
13 Environmental Quality (DEQ) required a strict reporting process on clean water. He stated that if a
14 well was drilled and hooked into the house plumbing, there were no requirements for the homeowner
15 to regulate the water. He commented that if water was pumped into the house, the water would be
16 under pressure, and if the City lost pressure that would create suction that would pull well
17 water into the City water system. He noted that DEQ and EPA considered that water dirty. He stated
18 that knowing this was a possibility, the City had to guard against it.

19 Councilor Lawson asked why it couldn't be regulated with a permit system with requirements and
20 testing. Councilor Jones asked if the City could require the same testing. Mr. Foggin stated that with
21 an application a year ago, it was pertinent to implement the ban before someone dug a well. He noted
22 that the City was concerned about the water sources already and to have someone dig a well and
23 possibly hinder that could be devastating. He commented this was an important issue and he would
24 like to bring it back to Council for discussion.

25 Councilor Lawson asked about collecting rain water. Mr. Braun stated that wouldn't have the same
26 effect as a well because the water wouldn't be pressurized.

27 Councilor Jones asked about an option to require homeowners to comply with the same water
28 standards as the City. Mr. Foggin noted that the homeowners wouldn't have that capability. Mr.
29 Braun stated to collect water samples, an individual had to be licensed as an Operator 2 with the City
30 with ongoing testing and monitoring results, and stay current on required certifications.

31 Councilor Jones asked if the City could charge a fee for testing the water. Mr. Braun stated that the
32 City wouldn't want to pull up well water and have it possibly supplied into the City water system. He
33 noted that the cost of a treatment facility to treat the water and add chlorine would be costly. He
34 commented there would be hazardous chemicals that were required for testing on site. He reported
35 there was cyanide in the ground water here that wasn't present in the reservoir. He advised that
36 having City staff monitor the water would be expensive.

37 Council President Wilson stated there was merit to what the staff had decided and would move it to
38 Council. She asked if there was a way to move it to Council without a recommendation from the

1 Committee. Mr. Shetterly stated that the Committee could move it forward with no
2 recommendation, but there was no rush and it would be better to get the information and bring it
3 back before the Committee. Mr. Foggin agreed to provide the additional information to the
4 Committee. He noted the worry was to allow someone to dig a well close to Rickreall Creek that
5 could be harmful to the City water supply.

6 **ELIMINATION OF 15 MINUTE PARKING SPACES ON MAIN STREET**

7 Mr. Locke reported there were currently three, fifteen-minute parking stalls on Main Street. He noted
8 that he spoke with building owners and no one seemed enthusiastic about the spaces or objected to
9 eliminating the spaces. He stated that the plan was to eliminate the three spaces and construct a new
10 handicap space on Court Street. He commented that this would address the lack of handicap parking
11 and add more parking for everyone else. Staff recommended for Council to eliminate the three,
12 fifteen-minute parking spaces and approve construction of a new handicap parking space.

13 Councilor Lawson declared a potential conflict of interest due to ownership of buildings in the
14 downtown.

15 It was moved by Council President Wilson to recommend to Council to eliminate the three, fifteen-
16 minute parking spaces and approve construction of a new handicap parking space. The motion was
17 duly seconded and carried unanimously.

18 **UPDATING FEE AND CHARGES FOR WEED ABATEMENT**

19 Mr. Braun reported that Resolution 2653 outlined the cost as \$32.50 for half hour or a \$65 hourly
20 charged for the abatement process. He noted that the resolution didn't outline the difference
21 between contractor and staff time. He stated that it cost about \$135 and four hours to abate a lawn.
22 He noted that the cost for the contractor time would only be \$97 under the current resolution. Staff
23 recommended revising the resolution to \$105 per hour.

24 Councilor Lawson asked what due notice was. Mr. Braun stated that a letter went out to the property
25 owner for weeds higher than 10" and given seven days to comply. He noted that after that, the
26 property would be re-inspected and a sign posted if the work had not been completed. He
27 commented then a second letter was sent giving the homeowner five days to comply and then a
28 contractor was hired to abate the lawn. He stated that it was about a two week period.

29 Mr. Foggin stated that it took between 14 and 20 days to have a contractor show up to mow.
30 Councilor Lawson asked if a homeowner would still be charged if they mowed before the contractor
31 did. Mr. Foggin noted that as long as the contractor didn't mow, the homeowner didn't get charged.

32 It was moved by Council President Wilson *to recommend to Council to revise the current Resolution*
33 *regarding weed abatement fees.* The motion was duly seconded and carried unanimously.

34 **COMMUNITY DEVELOPMENT/OPERATIONS DIRECTOR REPORT**

35 Mr. Locke noted that the demolition started on the SE Jefferson Street sidewalk. He commented that
36 sewer line replacements had been taking place. He stated that tree trimming would commence in a
37 few weeks.

38 **ENGINEERING/ENVIRONMENTAL SERVICES DIRECTOR'S REPORT**

1 Mr. Braun reported that the Aquifer Storage and Recovery program had about 42,000,000 gallons at
2 this point and would continue pumping to reach 50,000,000 gallons. He commented that Mercer
3 Reservoir was holding and water supplies should be good for this year. He noted that the overlays
4 were completed and the trail project would start this week depending on weather.

5 **OTHER**

6 There was no other business and the meeting was adjourned at 4:41 p.m.



Public Works Committee

AGENDA

June 24, 2013

4:00 PM

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

- A. Call to Order
- B. Sidewalk loan program PG. 2
- C. Prohibition of water wells in city limits PG. 7
- D. Elimination of 3 15-minute parking spaces
on Main Street PG. 8
- E. Updating Fees and Charges for Weed
Abatement PG. 11
- F. Community Development/Operations
Director's Report
- G. Engineering/Environmental Services
Director's Report
- H. Other
- I. Adjournment

Chair Ken Woods, Jr.
Beth Jones
Jackie Lawson
LaVonne Wilson



Community Development/Operations Department

Memo

To: Public Works Committee
From: Jason Locke, Community Development/Operations Director 
Date: June 24, 2013
Re: Sidewalk Loan program

The city currently offers a loan program that assists property owners with replacing hazardous sidewalks. The loan process is cumbersome, requires a considerable amount of time for property owners and staff, and funds are not budgeted for the program. At this point, staff is recommending that the loan program be eliminated. In its place, staff developed and has implemented a matching grant program to assist property owners with hazard sidewalk repairs. The city will pay ½ of the cost of repair up to \$500 per frontage. We have had at least 8 property owners utilize this program in the last 2 years, and the city share is budgeted for in the Sidewalk line item in the Streets budget.

Overall, it is much more effective program to assist property owners for the betterment of the city, and staff recommends that the committee direct staff to prepare an Ordinance that eliminates Chapter 3.700 from the City Code.

Attachments:

Existing Loan Program Chapter 3.700

Sidewalk Matching Grant Info sheet

Dallas City Code

DALLAS CITY CODE / CHAPTER 3: PUBLIC IMPROVEMENTS LOCAL IMPROVEMENTS / LOAN PROGRAM FOR SIDEWALK REPAIRS / 3.700 Loan Program.

3.700 Loan Program.

Subject to the provisions contained in sections 3.700 to 3.710, the city manager may create and administer a program for lending an amount set by resolution to the owner(s) of real property located within the city for the purpose of paying for, or assisting in the payment of, the costs of eliminating sidewalk hazards.

[Section 3.700 added by Ordinance No. 1427, passed August 21, 1989; Section 3.700 amended by Ordinance No. 1638, passed March 1, 2004.]

DALLAS CITY CODE / CHAPTER 3: PUBLIC IMPROVEMENTS LOCAL IMPROVEMENTS / LOAN PROGRAM FOR SIDEWALK REPAIRS / 3.702 Loan Applications.

3.702 Loan Applications.

Applications for loans shall be made to the city manager on forms approved by the city manager. The loan shall:

- (1) Be fully paid in not more than five years;
- (2) Bear interest from the date of disbursement at the rate set by resolution; and
- (3) Be repaid in semi-annual installments of not less than 1/10th of the original principal amount, plus accrued interest, except that no such semi-annual installment shall be less than \$25.

[Section 3.702 added by Ordinance No. 1427, passed August 21, 1989; Section 3.702 amended by Ordinance No. 1638, passed March 1, 2004.]

DALLAS CITY CODE / CHAPTER 3: PUBLIC IMPROVEMENTS LOCAL IMPROVEMENTS / LOAN PROGRAM FOR SIDEWALK REPAIRS / 3.704 Loan Approval.

Dallas City Code

3.704 Loan Approval.

(1) The determination of whether to grant a loan and the amount of the loan shall be in the discretion of the city manager.

(2) Before a loan application is accepted, the applicant shall submit written plans, specifications, and a written cost estimate for the project, which shall be approved by the city manager.

(3) Loan approval shall be in writing and shall be conditioned upon completion of the project in conformance with the approved plans and specifications.

[Section 3.704 added by Ordinance No. 1427, passed August 21, 1989.]

DALLAS CITY CODE / CHAPTER 3: PUBLIC IMPROVEMENTS LOCAL IMPROVEMENTS / LOAN PROGRAM FOR SIDEWALK REPAIRS / 3.706 Loan Fund Disbursement.

3.706 Loan Fund Disbursement.

After the completed project has been inspected by the city and found to be in conformance with the approved plans and specifications, the loan funds shall be disbursed by check made payable to the applicant and the contractor if a contractor performed the work, or solely to the applicant if no contractor was involved.

[Section 3.706 added by Ordinance No. 1427, passed August 21, 1989.]

DALLAS CITY CODE / CHAPTER 3: PUBLIC IMPROVEMENTS LOCAL IMPROVEMENTS / LOAN PROGRAM FOR SIDEWALK REPAIRS / 3.708 Loan Assessment.

3.708 Loan Assessment.

(1) After disbursement of the loan funds, the council, by resolution, shall assess the amount of the loan and all future interest on it against the borrower's property.

(2) The assessment shall be a lien against the property, shall be entered in the lien

Dallas City Code

docket, and shall be enforceable in the same manner as a street improvement lien.

(3) If any installment payment on the loan is not paid within 60 days of its due date, the lien shall be considered delinquent, the balance of the loan shall be accelerated, and the lien shall be subject to foreclosure.

[Section 3.708 added by Ordinance No. 1427, passed August 21, 1989.]

**DALLAS CITY CODE / CHAPTER 3: PUBLIC IMPROVEMENTS LOCAL
IMPROVEMENTS / LOAN PROGRAM FOR SIDEWALK REPAIRS / 3.710 Property
Owner Responsibility.**

3.710 Property Owner Responsibility.

The city shall not be responsible or liable for claims arising from or in any way connected with the planning, construction, or scope of sidewalk repairs and nothing in sections 3.700 to 3.708 relieves the property owner(s) from the duty to comply with the provisions of section 3.505.

[Section 3.710 added by Ordinance No. 1427, passed August 21, 1989.]

CITY OF DALLAS SIDEWALK REPAIR PROGRAM



- There are numerous areas of sidewalk that have been identified as trip hazards, impassable, or maintained in poor repair.
- Sidewalks provide mobility for pedestrians.
- Dallas City Code Section 3.505 states that the owner of property abutting or adjacent to a sidewalk in good repair and free from hazards, and furthermore, that the owner of said property abutting a sidewalk is liable to any person injured because of failure by the owner to maintain the sidewalk in good repair or safe condition.
- The Engineering Department is in the process of identifying sidewalks that are in violation of Section 3.505.
- The property owner will be notified by mail of the issue and required to make appropriate repairs.
- The City has limited funds for sidewalk repair, and will reimburse a property owner half of the cost of repair, or \$500, whichever is less, as long as the repair is made satisfactorily and a copy of an invoice marked "paid" is presented and determined to be reasonable by the City.
- This program is based on available funds, and is first come, first served.
- Sidewalk repair permits shall be obtained from the City at no cost prior to construction.
- Failure to make the repairs in a timely manner once notified may result in further action.

DALLAS CITY COUNCIL SUBCOMMITTEE REPORT

TO: COUNCIL PUBLIC WORKS SUBCOMMITTEE

<i>City of Dallas</i>	Agenda Item No.	Topic: Recommended Prohibition of New Wells within City Limits
Prepared By: F Braun	Meeting Date:	Attachments: Yes No <input checked="" type="checkbox"/>
Approved By: 		

RECOMMENDED MOTION:

Committee concurrence with Staff to forward recommended Ordinance Prohibiting New Well Construction within the City Limits to the City Council for consideration.

BACKGROUND:

The Dallas City Code does not specifically prohibit construction of new wells within the City Limits.

Construction of a well would conflict with the City’s cross-connection prohibition pursuant to DCC 4.455. Well construction could also negatively impact the streamflow within Rickreall Creek. If a shallow well is constructed near the creek, it would draw-down the baseflow in the vicinity, resulting in less water downstream. Lower streamflow would impact our ability to meet discharge requirements at the Wastewater Treatment Facility. Deeper wells could be constructed, but would negatively impact the agricultural aquifers. Several agricultural aquifers within the area (e.g. Eola Hills) have been designated as “special status” by the State.

All residents within the City Limits are connected to the City’s potable supply. Therefore, there is no need to construct a well within the City limits. An Ordinance prohibiting construction of new wells within the City Limits would clarify the current policy.

FISCAL IMPACT:

None

ATTACHMENTS:

None



Community Development/Operations Department

Memo

To: Public Works Committee
From: Jason Locke, Community Development/Operations Director 
Date: June 24, 2013
Re: 15-minute parking stalls on the 800/900 block of Main Street

As part of the signage planning for the 800/900 block of Main project, it came to our attention that there are currently 3 15-minute parking spaces in this 2 block stretch (excluding in front of the library). These parking spaces were designated by Resolution 2528 in 1992. The purpose of these spaces is not clear from the minutes of the City Council meeting.

We have spoken with the business owners that have the spaces located in front of their businesses, and they as a group do not see the need for them, and in fact feel that they are a hindrance.

Staff is proposing that the 315-minute spaces be eliminated and that a new handicap parking space be added on the north side of Court Street west of Main. This can be accomplished by directing staff to draft a Resolution to be forwarded to the full Council.

Attachments:

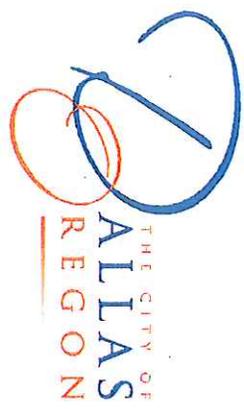
Downtown Parking Map

Resolution 2528



DOWNTOWN PUBLIC PARKING

- OPEN PARKING (No Time Limit)
 - 1 - Washington St Lot
 - 3 - Jefferson St Lot
 - 4 - Academy Building Lot
- TIMED PARKING**
 - 2 HOUR
 - 3 HOUR
- EMERGENCY PERSONNEL PARKING
- LOADING ZONE
- H HANDICAP PARKING
- SHORT-TERM PARKING



RESOLUTION NO. 2528

A Resolution establishing a fifteen (15) minute parking limitation on portions of Main Street.

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

Section 1. That no person shall stand or park a motor vehicle on the West side of Main Street between a point which is 25 feet South of the intersection of the West curb line of Main Street and the South curb line of S.W. Mill Street and a point which is 20 feet South of said first point for more than fifteen (15) consecutive minutes between 9:00 a.m. and 6:00 p.m., except on Sundays and holidays.

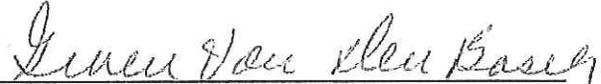
Section 2. That no person shall stand or park a motor vehicle on the West side of Main Street between a point which is 28 feet North of the intersection of the West curb line of Main Street and the North curb line of S.W. Court Street and a point which is 20 feet North of said first point for more than fifteen (15) consecutive minutes between 9:00 a.m. and 6:00 p.m., except on Sundays and holidays.

Section 3. That no person shall stand or park a motor vehicle on the West side of Main Street between a point which is 25 feet South of the intersection of the West curb line of Main Street and the South curb line of S.W. Court Street and a point which is 20 feet South of said first point for more than fifteen (15) consecutive minutes between 9:00 a.m. and 6:00 p.m., except on Sundays and holidays.

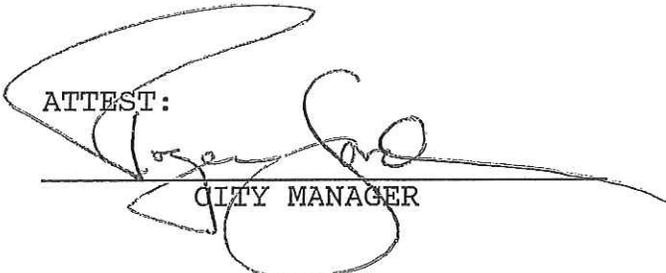
Section 4. That no person shall stand or park a motor vehicle on the East side of Main Street between a point which is 29 feet North of the intersection of the East curb line of Main Street and the North curb line of S.E. Mill Street and a point which is 20 feet North of said first point for more than fifteen (15) consecutive minutes between 9:00 a.m. and 6:00 p.m., except on Sundays and holidays.

Section 5. That the Director of Public Works is hereby directed to install signs and otherwise mark the above-described areas so as to indicate the restrictions set forth herein.

Adopted: January 6, 1991
Approved: January 6, 1991


MAYOR

ATTEST:


CITY MANAGER

DALLAS CITY COUNCIL SUBCOMMITTEE REPORT

TO: COUNCIL PUBLIC WORKS SUBCOMMITTEE

<i>City of Dallas</i>	Agenda Item No.	Topic: Resolution Updating Fees and Charges for Weed Abatement
Prepared By: F Braun	Meeting Date:	Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>
Approved By:		

RECOMMENDED MOTION:

Committee concurrence with Staff to forward a Resolution to the City Council Revising and Establishing Fees and Charges for the Weed Abatement Program.

BACKGROUND:

Section 5.45 of the Dallas City Code establishes the weed (obnoxious vegetation) abatement program. If, after due notice, the property owner does not abate the condition, the City is authorized to perform the work (or have it done) and make an assessment of the costs. The charges are to be set by Resolution (DCC Section 5.458).

Resolution 2653, adopted in 1994, established a \$32.50 per ½ hour (\$65.00 per hour) charge for the abatement process, with a minimum charge of \$65.00. The Resolution is vague, and does not distinguish between Staff time and Contractor time associated with the abatement process.

Direct Contractor cost and Staff time spent during the abatement process on a typical lot is as follows:

	Hrs.	Rate/Hr	Total		
				Staff Hourly Rate	\$32.50
				Finance Hourly Rate	\$38.00
				Contractor Hourly Rate	\$20.00
Initial Inspection	0.25	\$33	\$8.13		
First Letter	0.25	\$33	\$8.13		
Follow-up Inspection	0.25	\$33	\$8.13		
2nd Letter	0.25	\$33	\$8.13		
Pre-Contract Inspection	0.25	\$33	\$8.13		
Contact & Employ Contractor	0.5	\$33	\$16.25		
Contractor Work - Engr. Inspection	0.25	\$33	\$8.13		
Direct Payment to Contractor	1.5	\$20	\$30.00		
Contractor Payment - Finance Direct	0.25	\$38	\$9.50		
Billing to Property Owner- Finance	0.25	\$38	\$9.50		
Overhead & Admin (25%)			\$21.00		
Total:			\$135.00		
Equivalent Hourly Rate:			\$90.00		

It costs the City \$135.00 to abate a typical lot, including mower charges.

For a typical lot, a total of 4 hours is generally involved in order to go through the abatement process. If the rates established by Resolution 2653 (\$65/hr) were applied to the total abatement time (4 hrs) the charges would be \$260 . If the charges were only applied to the contractor time (1.5 hrs), the total charge would be \$ 97.50 .

In order to clarify the process, and ensure that the program has a clear and fair cost recovery element, Staff recommends revising the Resolution as follows:

“The charge for abatement of obnoxious vegetation under DCC 5.458(3) is hereby set as follows:

- 1) The direct charges as invoiced by the Contractor, plus
- 2) Staff and administrative costs of \$105.00 “

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 2653

RESOLUTION NO. 2653

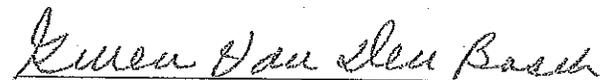
A Resolution establishing the charge for City abatement of obnoxious vegetation.

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

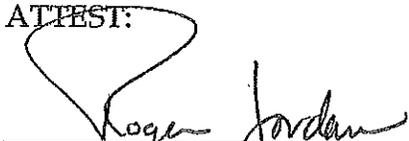
Section 1. That the charge for abatement of obnoxious vegetation under DCC 5.458(3) is hereby set at \$32.50 per half hour, or a portion thereof, with a minimum charge of \$65.00.

Approved: June 17, 1996

Adopted: June 17, 1996


MAYOR

ATTEST:


CITY MANAGER

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Members Present: Chair Beth Jones, Jackie Lawson, LaVonne Wilson. Excused: Ken Woods, Jr.

Also Present: City Manager Ron Foggin, City Attorney Lane Shetterly, Mayor Brian Dalton, Chief of Police John Teague, Fire Chief Bill Hahn, and Recording Secretary Jeremy Teal.

Chair Jones called the meeting to order at 4:41 p.m.

FIREMED RULES

Chief Hahn reviewed the staff report, noting there were three issues that needed to be resolved. He indicated the first was to determine who had the authorization to change the terms of the FireMed agreement, the second was who at the ability to change the terms, and the third was when the changes should go into effect.

Chief Hahn stated the Council approved and adopted FireMed in Dallas in 1993, but didn't state who had the right to change the agreement. He advised the second item needed to be addressed immediately regarding who was eligible to join FireMed. He indicated the agreement currently stated anyone living with in a residence and was included on an income tax return would be covered under a FireMed account. He stated the challenge was the fact that the City didn't confirm this by checking tax returns. Chief Hahn noted the current agreement did not cover domestic partnerships. He reported that a mother of a wounded veteran was upset by the current rules because her son, who lived with her and for whom she was a caregiver, couldn't be covered by her FireMed account. Chief Hahn explained this veteran would lose his benefits through the military if his mother claimed him on her taxes. Chief Hahn stated the goal was to adopt the same rules and regulations that the Springfield FireMed program used. He indicated staff was requesting the Council approve the proposed changes to the FireMed agreement and make them effective by October.

Councilor Lawson stated that the City needed to include wounded war veterans. Mr. Shetterly advised that the Springfield agreement covered that. He noted that the agreement outlined that all persons who were permanent residents of the same single family occupancy, living together as a family unit, including domestic partners, would be eligible. Councilor Lawson stated that the agreement was too broad. Mr. Foggin stated that the City was trying to create as broad an opportunity as possible. Chief Hahn advised that currently under the City's current FireMed agreement, the primary member must be able to claim the other residents in the house as dependants on a tax return. Mr. Foggin noted that the City's rules were too strict and the new agreement would broaden the eligibility. Councilor Lawson stated that she thought the new agreement was too broad and would allow too many people on the same agreement. Chief Hahn advised that with the new agreement, the primary account holder would list everyone in the household for the year and if someone new moved in the home, the primary person would need to inform the City to add the new person to the coverage. Mr. Foggin noted to define all the possible scenarios would be impossible.

Councilor Lawson stated that she looked at the potential abuse that could happen. She noted that a person could sign up for FireMed and write down every name they can think of that live at a house. She commented that the City would get one agreement instead of five, and with no one checking. Chief Hahn reported that he had a lack of staff available to check the validity of the agreements. Mr. Shetterly noted that state law stated that a person that signs an application that contained a false statement could be charged with a Class A Misdemeanor or Class C Felony.

1 Councilor Jones asked if showing proof of residency for non-minors would be a possibility. The applicants
2 could bring the paperwork to the station and eliminate the need for extra staff. Mr. Shetterly stated that
3 wouldn't show the family relationship. Councilor Jones noted that it would establish occupancy and
4 suggested verifying the validity of the applicants upon them using the FireMed service.

5 Council President Wilson suggested adding the state law regarding false statements to the agreement.

6 Councilor Lawson stated she was concerned about including domestic partners because anyone could say
7 they were living together. Mr. Shetterly noted that the state statute defines domestic partners as two people
8 of the same sex who have filed and were recognized by the court. Councilor Lawson asked if we could
9 legally define that in the agreement. Mr. Shetterly advised that two adults can't say they were domestic
10 partners just because they live together and if we defined that by the state statute in the agreement it
11 wouldn't be an issue. Councilor Jones commented that the application was too broad. Mr. Shetterly
12 reported that at the Aquatic Center it was approached in the context of persons related by blood or
13 marriage and required some sort of family relation. He commented that with FireMed, domestic
14 partnership would be added.

15 Councilor Jones asked if proof of residency was required at the Aquatic Center. Mr. Foggin stated they do
16 show proof of residency due to different rates at the Aquatic Center. Councilor Lawson asked why that
17 couldn't be used for FireMed. Councilor Jones suggested moving it forward to Council with the
18 amendment if the resident was not a minor they must show proof of residency.

19 Councilor Lawson asked if a spouse was covered if they moved to a care facility. Mr. Shetterly stated that
20 would be covered under the new agreement.

21 Councilor Lawson asked how many memberships FireMed had. Mr. Foggin noted between 800 and 900
22 memberships. Councilor Lawson asked if they renewed every year. Mr. Foggin stated that they hopefully
23 would. Councilor Lawson asked if membership would diminish based on this new agreement. Chief Hahn
24 commented that he didn't think the numbers would diminish. Councilor Lawson stated that she thought
25 that all these people that had a policy were now going to be on one instead of having separate policies.

26 Chief Hahn advised that FireMed wouldn't be advertised that way and this new agreement would only
27 cover the few people that would call with special circumstances.

28 Mr. Foggin stated that proof of residency not as a dependant could be added to the agreement, but noted he
29 wasn't sure what effect that would have on staff time.

30 Councilor Jones stated she would move the motion forward to Council if domestic partnership was
31 defined by the state statute and the requirements for non-dependants to show proof of residence was
32 added. Council President Wilson stated she agreed with Councilor Jones and would support it with those
33 changes. Mr. Shetterly clarified it should include permanent resident of a single family residence living
34 together as a family unit including domestic partners as defined in the state statute and for all non-
35 dependants to show proof of residency. Councilor Lawson noted to add the language for fraud if statement
36 wasn't truthful.

37 Councilor Lawson stated that the decision needed to be made as to who could make changes to the
38 agreement and the deadline for it.

1 It was moved by Council President Wilson *to recommend to Council to revise the FireMed agreement; the*
2 *Council would be responsible to make changes to the agreement with a deadline of October 31, 2013.* The
3 motion was duly seconded and carried unanimously.

4 **LONGBOARD CODE DISCUSSION**

5 Chief Teague reviewed the staff report stating that it was in response to emails and complaints about
6 people riding longboards in Bridlewood. He noted that the Police Department sees no statistical need for
7 law enforcement to ban longboards on any City streets. He noted that the longboarders could and did cause
8 problems on three streets in Dallas, SE Bridlewood Drive, NW Hillcrest Drive, and NW Orchard Drive.
9 He commented that if the Council wanted to create an ordinance to ban longboarding in Dallas, the Police
10 Department would support that.

11 Councilor Lawson asked if it was the responsibility of the longboarder to obey the vehicle code when they
12 were on City streets. Chief Teague confirmed that it was.

13 Council President Wilson asked if the City eliminated riding longboards on those streets if that would
14 eliminate the longboard event. Chief Teague stated that the City needed to encourage longboarding
15 throughout the City. He noted that it was unfortunate that this problem had arisen, but it was important for
16 kids to have an activity to do.

17 Councilor Jones stated that she thought the recommendation was too broad. She noted that kids needed to
18 have personal responsibility and accountability for their actions. She commented that it would be tragic if
19 a kid was hurt while longboarding, but to take away longboarding from everyone because of a few
20 irresponsible kids wasn't fair.

21 Council President Wilson asked if the Committee would want more information on the subject. Councilor
22 Jones stated that if the Police Department was passionate enough to ban it, then she would like more in-
23 formation, otherwise she would like to drop it.

24 Chief Teague advised that the Police Department wasn't passionate about a ban, but there were residents
25 that were passionate about this issue and from a law enforcement perspective this was a non problem. He
26 noted that all longboarders were governed by laws of the road, but that wasn't enforced. He stated that
27 neighbors were complaining about boarders on the three streets. He indicated that it wasn't a significant
28 problem, but may be a quality of life problem and the Police Department would support the Council
29 however they could.

30 Councilor Lawson stated that a few citations for speeding might help with the issues. Chief Teague
31 advised that it would be impossible to get an accurate speed reading off of a longboarder. He stated that
32 the department didn't have the resources to patrol longboarders.

33 **POLICE CHIEF'S REPORT**

34 Chief Teague stated the Department used some money they had set aside to purchase a trailer for the
35 incident response vehicle. He noted that would allow the Department to do evidence handling on site as
36 well as transport evidence back to the Department. He noted the trailer was produced inexpensively and
37 would be useful if a major crime occurred. Chief Teague stated that he would like to approach the Council
38 to press the City to once again fund the POINT detective position. He reported that 18 drug crimes had

1 been reported since January 1, and would be handled as time permitted with Patrol Officers, but many
2 would go uninvestigated.

3 Mr. Foggin asked Chief Teague to discuss the Department's philosophy on community policing versus
4 detectives.

5 Chief Teague stated that the Department had three in-house Detectives. He noted that the Department had
6 a 40.1% clearance rate for property crimes, substantially higher than the state average. He advised that
7 when, hypothetically, Mrs. Jones called once or twice in her entire life, the Department had a moral
8 obligation to thoroughly investigate that crime and make an arrest. He clarified a detective being on the
9 POINT team that focused on proactive investigations for crimes that may or may not happen in the future
10 wasn't logical for the Department. He stated that one day when the department could meet the obligation
11 for Mrs. Jones and POINT team the Department would be at capacity. He indicated the alternative would
12 be to unplug a detective, send them to the POINT team and tell Mrs. Jones we have done the best we can
13 but we have to let it go. He added he wasn't willing to do that.

14 Councilor Jones asked if the POINT team covered all of Polk County and if the City didn't contribute then
15 investigations weren't done here. Chief Teague stated that drug crimes occurred in Dallas, but the
16 Department didn't have the resources to investigate drug activities without an officer on POINT. He noted
17 that Officer Hamilton was staying current on his training and would float back and forth.

18 Mayor Dalton advised that the City was working with Polk County and other cities on a levy that would
19 include money for the City of Dallas. Councilor Lawson asked if that would be Dallas taxpayer money.
20 Chief Teague reported that levy would cover two more district attorneys, staff for the jail, as well as a
21 member for the POINT team.

22 **FIRE CHIEF'S REPORT**

23 Chief Hahn stated the Ambulance Department lost four part time paramedics last week. He reported that
24 two went to Eugene, one went to Polk Fire District 1, and one went to Marion County, adding it was a
25 feather in our cap that we were training such good paramedics. He noted the difficult part was to find new
26 paramedics to
27 replace them.

28 Councilor Lawson asked how much was spent for those paramedics for training and certifications. Chief
29 Hahn stated they were all part-time employees and already had their degrees. He noted that the only
30 training was the experience they gained working for the ambulance service. Mr. Foggin stated the City was
31 probably a few thousand dollars in the hole per employee.

32 **OTHER**

33 There was no other business and the meeting was adjourned at 5:24 p.m.



Public Safety Committee

AGENDA

June 24, 2013

4:00 PM

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

- A. Call to Order
- B. FireMed Rules PG. 2
- C. Chief of Police's Report PG. 7
- D. Fire Chief's Report
- E. Other
- F. Adjournment

Chair Beth Jones
Jackie Lawson
LaVonne Wilson
Ken Woods, Jr.

PUBLIC SAFETY COMMITTEE

FIREMED DISCUSSION

Dallas EMS is requesting a change to the City of Dallas FireMed Terms of Agreement.

There are three main topics:

- Who holds the authority to create the change in the Terms of Agreement?
- Necessity for a change in the Terms of Agreement
- When to make the change effective?

Todd Brumfield has done research into the formation of the City's FireMed program. Unfortunately, there is little traceable paperwork. There is a city resolution (2574) from August 16, 1993, adopting an "Application for Membership" for the Dallas FireMed program. There is also a memo from Fire Chief Mark Stevens to City Manager Roger Jordan dated September 12, 1994, seeking FireMed benefits for retired members of the DVFA, with a record from the council minutes in affirmation.

It is unclear who provides authority for changes to the Terms of Agreement. Perhaps the best option would be to refer it to the City Attorney.

Our current Terms of Agreement define who is covered under a Membership; the immediate family, which is the listed FireMed member, spouse and all dependents living in the residence. All dependents must have been claimed as dependents for income tax purposes on the preceding year's tax return. This definition has created some friction in recent years:

- Limited staff and logistics deem verifying tax returns impractical
- Domestic partnerships are excluded
- Family dynamics have changed with non-minor children residing in a household, wounded war veterans at home with parents, aged parents at home with their middle-aged children, all of which would be excluded

The City of Springfield, the patriarch of all FireMed programs in the State of Oregon, changed their Terms of Agreement definition of "Members" in 2012. It states, *"FireMed membership includes all persons who are permanent residents of the same single-family occupancy, non-commercial residence, living within FireMed's ambulance service area, living together as part of a family unit, including domestic partners, but not to include roomers or boarders. Membership benefits include household members living in substitute care (e.g. nursing homes) in FireMed's ambulance service area. Others not included in this definition are required to obtain their own separate membership."*

They also include some basic clarifying language about the Primary Member and that only names submitted on the application at the time of a claim will be covered, which is our practice as well, although not clearly stated.

Dallas EMS is requesting the adoption of The City of Springfield's definition of Membership Eligibility as listed in their Terms of Agreement.

The 2013 FireMed year ends October 31, 2013. An attainable goal is to have this proposed change approved for the 2014 FireMed year. Applications, brochures and web related materials reflecting the proposed change will be updated no later than August 15, 2013.

Dallas FireMed

1. **FireMed is not insurance.** It is in addition to any medical benefits members may have. The City of Dallas Ambulance Service will bill insurance or other coverage that members may have for ambulance services. The City of Dallas Ambulance Service is entitled to all benefits paid for ambulance services provided.

2. **Members agree to provide,** when requested, any or all information concerning insurance policies, plans, third party recovery, or other benefit programs. Persons covered under the membership will cooperate and assist as necessary in any efforts to bill and collect such ambulance reimbursements, including the completion of documents or claim forms.

3. **The immediate family** is member, spouse and all dependents living in the residence. Other persons living in the member's household are considered a separate family and must obtain a separate membership. All household members listed as dependents must have been claimed as dependents for income tax purposes on the preceding year's tax return.

4. **Coverage includes** transport to the nearest appropriate hospital. Physician ordered transfers from one hospital to another that require basic or advanced life support care from an EMT are also covered. Prior arrangement will allow the patient to be transported to the member's household or a nursing home, if physician and insurance carrier or health maintenance organization representative (if patient has health insurance coverage) authorize the transport.

The patient must also:

- require medical care
- require stretcher services
- have proof that they are not able to travel by any other means because of the medical condition. Advanced Life Support and Basic Life Support are covered by this plan.

5. **All Billing,** if any, will be presented to the patient's insurance carrier. All eligible charges not covered by insurance will be waived. Any FireMed member who receives direct payment for ambulance service from his insurance company must forward the payment to the City of Dallas Ambulance Service. An invoice of ambulance charges will be sent to the member.

6. **By not forwarding any or all payments received, the member will be responsible for the entire bill.**

7. **Coverage commences** upon acceptance of the application by the City of Dallas Ambulance Service and continues to November 1 of the following year. Payment in full must accompany the application.

8. THE FOLLOWING TRANSPORTS ARE NOT COVERED BY THIS PLAN:

- Non-emergency transfers to or from doctor's offices or clinics.
- Any transfers that do not require Emergency Medical Technicians to provide medical care for the patient or when the patient can be transported by a non-medical transport agency, i.e., wheelchair van, taxi, or private vehicle.
- The nearest appropriate hospital is bypassed due to physician or patient preference; i.e. a Salem hospital is bypassed for a Portland hospital when the Salem hospital can provide for the patient's medical needs.
- Any services that do not require the Emergency Medical Technician to provide medical care for the patient or when request for a specific task has been made; i.e. placing the patient back in bed or wheelchair or placing the patient in a private vehicle.

Member will be responsible for the entire payment for services provided which are not covered by this plan.

9. **Cancellation of membership** may occur if members repeatedly request ambulance transports that are not covered by the FireMed plan. Members may forfeit their membership payment, and their membership in the FireMed program will be terminated. Members will receive three warnings prior to cancellation. Decisions regarding abuse of service and cancellation of membership will be made by the City of Dallas Fire Chief. The Fire Chief's decisions may be appealed to the City Manager of the City of Dallas.

Reciprocal Billing Agreement

I authorize Dallas FireMed to release all information required for billing purposes to any ambulance provider that has an authorized reciprocal billing agreement with Dallas FireMed.

I further authorize any such ambulance provider from whom we have received service to bill their charges directly to my health insurance carrier(s).

TERMS OF AGREEMENT

FireMed Ambulance Membership Program Terms of Agreement

By Joining FireMed, Members Agree to Abide by the Terms of Agreement below.

Definition: FIREMED is a voluntary ambulance membership program operated by the City of Eugene, the City of Springfield, and Lane Fire Authority District, hereinafter referred to as FIREMED. FIREMED is not insurance. It is in addition to any medical benefits members may have. FIREMED will bill insurance or other coverage for ambulance services that members may have and FIREMED is entitled to all benefits paid for ambulance services rendered, up to the total dollar amount of services incurred.

Membership Benefits: Membership covers applicable patient out-of-pocket expenses for medically necessary ground ambulance transportation to the nearest appropriate hospital, provided by FIREMED within the FIREMED ambulance service areas of the City of Eugene, City of Springfield, and Lane Fire Authority District. "Medically necessary ground ambulance transportation" means that the patient must be transported to a hospital for medically necessary services, and transportation in any other vehicle could endanger the patient's health.

Membership Benefits Outside of Local Service Area: Other participating reciprocal ambulance providers may extend member benefits to areas outside the FIREMED ambulance service areas. These benefits are limited to the terms of agreement in effect by the participating provider providing services at the time benefits are used. Members who receive reciprocal ambulance service from any other participating provider are eligible for benefits offered by that provider, if the member agrees to abide by the participating provider's terms of agreement. A current list of participating providers is on file in the FIREMED business office and on the website: firemed.org. FIREMED is not responsible for the type, level, or quality of services provided by a participating provider nor is FIREMED financially responsible for any costs or charges incurred by a member from any other provider. Participating providers are subject to change without notice. FIREMED is not responsible for the withdrawal of participating reciprocal providers.

Member Responsibilities: Members pay an annual membership fee and will assign and transfer to FIREMED all rights and benefits for ambulance services from all insurance policies, plans, or other benefit programs members may have, including all rights in any claim or third party recovery, up to the total dollar amount of services incurred, where FIREMED provided ambulance services. Should any person covered under this membership receive any payment for ambulance services rendered by FIREMED, they will immediately forward such payment to FIREMED. Members authorize the release of medical and other information by or to FIREMED as necessary for ambulance billing. Members agree to provide, when requested, any or all information concerning insurance policies, plans, third party recovery, or other benefit programs they may have, and will cooperate and assist as necessary in any efforts to bill and collect such ambulance reimbursements, including the completion and submission of documents or claim forms.

Membership Eligibility: Residents of FIREMED's ambulance service areas are eligible to join by

properly completing an enrollment application available from FIREMED and by paying the appropriate annual membership fee. FIREMED membership includes all persons who are permanent residents of the same single-family occupancy, non-commercial residence, living within FIREMED's ambulance service areas, living together as part of a family unit, including domestic partners, but not to include roomers or boarders. Membership benefits include household members living in substitute care (e.g. nursing homes) in FIREMED's ambulance service areas. Others not included in this definition are required to obtain their own separate membership. The first person listed on the application form is the "Primary Member." Anyone who joins a household after the membership goes into effect can be included under the membership from the date the Primary Member notifies FIREMED of the addition. Only those persons who meet the membership eligibility requirements AND are listed in the membership record at the time services are rendered are eligible for benefits.

Duration: Membership coverage begins two business days after acceptance of a properly completed application form with payment, and extends to June 30, 2014.

To the Member's Insurance Carrier (for members with insurance): As a FIREMED member, I authorize use of a copy of this agreement in place of the original on file at the FIREMED office. I assign and authorize payment of benefits for ambulance services directly to FIREMED, according to the FIREMED terms of agreement and as itemized on claim forms. My membership fee covers any applicable deductible, coinsurance, or co-payment amounts and I expect the usual and customary ambulance reimbursement on my behalf be sent directly to FIREMED.

Disclaimer: FIREMED reserves the right to add, modify, or delete any of the program terms and conditions completely or in part. All interpretations of the membership terms and conditions shall be at the sole discretion of FIREMED. Membership is non-transferable and non-refundable. Persons who receive welfare, Medicaid, Department of Medical Assistance Programs, or Oregon Health Plan medical benefits need not be members in order to have full coverage for services covered under these programs. Any such membership constitutes a voluntary contribution only. Violations of the terms of agreement may result in membership revocation, forfeiture of benefits associated with membership and an obligation to pay all balances in full.

FireMed Plus, Life Flight Network Air Ambulance Option: Life Flight Network air ambulance membership is an optional coverage available for an extra fee. See Life Flight Network membership brochure at www.lifeflight.org, or call 1-800-982-9299 for latest membership terms. If you or a family/household member uses Life Flight Network emergency air transport under medically necessary circumstances, Life Flight Network will accept an insurance settlement (if any) as payment in full. Such transports may also be covered for members transported by a reciprocal provider. Reciprocity is subject to the reciprocating provider's rules. Related ground ambulance transport is covered when provided by a FIREMED network reciprocal provider. Life Flight Network flies patients based on medical need, not membership status. Medicaid beneficiaries should not apply for membership.

Revised 3/12

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DALLAS CITY COUNCIL

PUBLIC SAFETY SUBCOMMITTEE REPORT

TO: COUNCIL ADMINISTRATIVE SUBCOMMITTEE

<i>City of Dallas</i>	Agenda Item No. C	Topic: Long board code discussion
Prepared By: John Teague	Meeting Date: June 24, 2013	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED MOTIONS:

Submit to whole council to assess the need for a City Code prohibiting riding long boards or similar vehicles on specifically designated streets.

BACKGROUND:

In 2009, the police department began receiving complaints of people riding long boards down Orchard Dr. and NW Hillcrest Dr., and we enforced the Dallas City Code 6.115, which prohibited riding long boards and similar vehicles on city streets. On, September 7, 2010, the council voted to rescind that code.

In 2012, the City cohosted a long board event on SW Bridlewood Dr. Since that time, the City has received some (fewer than a half-dozen) complaints about long board riders on Bridlewood and Hillcrest. However, a Bridlewood resident recently made a noteworthy complaint (attached) about long board riders causing problems for motor vehicle drivers.

In 2012 there was one motor vehicle, injury crash involving a push scooter. That crash, on SW Elmwood, occurred when the scooter rider made a controlled, low-speed turn into a stopped motor vehicle. 2012 was a typical year; that is, we have few motor vehicle, injury crashes involving long boards (or similar vehicles, like push scooters). However, on Bridlewood and other, steep roadways, long board riders regularly violate the motor vehicle code. On Bridlewood especially, long board riders fail to maintain a single lane of travel (ORS 811.370), fail to signal lane changes (ORS 811.375), and commit other violations, including exceeding the maximum speed.

Long boards, skateboards, push scooters, and bicycles are vehicles and are subject to the Oregon Vehicle Code; however, the Dallas Police Department finds it difficult to enforce the vehicle code as it applies to long board riders because the specific violations must be seen and described by a police officer and, more importantly, citing skateboarders for, for example, speeding or not signaling lane changes doesn't "headline" well.

If the council determines long boards are a problem on any street in Dallas, the Police Department recommends a city code prohibiting non-motorized vehicles that are not bicycles

from operating on the specific street(s) determined to be a problem. Such areas may include SW Bridlewood Dr., Orchard Dr., and NW Hillcrest Dr.

Enforcing a city code that prohibits operating a long board (or similar vehicle) in a specific area is much easier to enforce because an officer need only see the general activity occurring, not wait until a specific violation (like leaving a lane of travel) is observed, and, more importantly, the action is in violation of a specific prohibition without the accompanying debate about whether or not the Oregon Vehicle Code should apply to long boards (or similar vehicles).

It is noteworthy that not all of the Oregon Vehicle Code applies to long boards. For example, *impeding traffic* only applies to motor vehicles.

The Police Department cannot produce a statistical need for the City to prohibit riding long boards or similar vehicles on its steepest streets; however, the department does acquiesce to the complaint that long board riders are committing traffic violations and may be causing an unsafe environment for motor vehicle drivers. For that reason, the Police Department will support a code prohibiting riding long boards or similar vehicles on specifically designated streets.

FISCAL IMPACT:

Insignificant

ATTACHMENTS:

Email regarding long boards in Bridlewood

From: Theresa Van Dusen <twodusens@q.com>

Subject: long boarders

Date: June 17, 2013 12:48:06 PM PDT

To: Mayor@ci.dallas.or.us

Greetings Mayor Dalton,

I anticipated attending a City Council meeting, but saw that your website suggested that I reach you initially to see if we can talk about my concerns.

I live in Bridlewood Estates, as you do. We have approximately 250 households, with roughly 370 vehicles that travel in and out of Bridlewood. As you know, Bridlewood Drive is the only way in and out of Bridlewood Estates. My concern is that school is out and we are gearing up for the daily challenge with long boarders on Bridlewood Drive and also the Oakwood Drive area. The grade of hill up by your home is approx. 8% or better. This apparently makes an ideal hill for the long boarders. However, the problems with this are many:

1. Because of the incline of the hill, youth travel down the hill at a high rate of speed.
2. Youth have almost no ability to stop in order to avoid a vehicle that is pulling out from a side street. (I know of four "near misses" so far.. two were my husband)
3. There is a curve at the intersection of Maplewood and Bridlewood, which makes it challenging for vehicles pulling out from Maplewood on to Bridlewood to see a vehicle, let alone a youth on a long board.
4. I have observed youth weaving in and out of the center line as they travel down to the bottom of the hill. Traffic traveling up and down Bridlewood literally stop to avoid hitting the youth. We simply don't know which way the youth is going to go, so we stop. So, in essence, those youth are impeding traffic.
5. One homeowner recently shared with me that he had pulled out onto Bridlewood from Maplewood and found long boarders racing along each side of his vehicle. He was traveling the speed limit (25 mph) and the youth literally passed him on the road.
6. One homeowner reported that he interrupted a youth urinating on the common ground by his home on Oakwood. Unfortunately, this was in view of his 4 year old daughter. The homeowner got after the youth and the youth asked where the public restrooms were. I strongly encouraged the homeowner to contact Dallas PD, if that happens again.
7. Youth have been observed jumping their skateboards onto benches on common ground. This will damage the benches.
8. Youth have been observed riding their skateboards on sloped driveways of homeowners that are not home. They have been asked to leave the area.
9. Youth have left garbage at the corner of Oakwood and Bridlewood.
10. I observed youth hanging on to the back bumper of a vehicle while on their skateboards in an effort to "hitch" a ride up to the top of the hill.
11. As you are probably aware, there are currently two homes under construction at the top of Bridlewood. There is a fair amount of truck activity in that area and having youth on long boarders in the midst of all this is pretty scary.

These are just some of the concerns that I have personally observed or has been shared with me by some of my neighbors. I am concerned for the safety of these youth and also the liability of the property owners who find themselves dodging these youth.

I have been unable to get my hands on the city code that allows long boarding. I'd be interested to know what the staff report said in terms of when the code was presented to city council. Was there an analysis of city streets to

determine that all streets would be safe for such an activity? Or was the presentation a "one size fits all?" Other cities (Portland) have long boarding codes, but some areas of the city are exempt. How does our hill on Bridlewood compare with other city streets where long boarding may occur? Do other neighborhoods have more than one entrance/exit area that allows homeowners to avoid the kids on long boards? How does our traffic pattern compare with other city streets in Dallas where long boarding may occur?

I am an advocate for youth. I worked in Juvenile Justice for over 20 years. The activity last summer in our neighborhood went well. It was structured, supervised and controlled. However, this activity simply opened up our hill to lots of youth, many who don't even live here. I am reluctant to contact Dallas PD every time I see something that alarms me, because as a taxpayer I would like to see Dallas PD spending their time on things which represent a risk to our community. However, I am urging homeowners to contact Dallas PD now. I am unaware if there was any provisions put in play where youth could be cited if they did things like impede traffic and if so, does it need to be directly observed by the PD, or is our word enough?

Any guidance you can provide would be appreciated. I'm willing to speak to anyone you recommend. Again, I am very concerned about these youth and the homeowner who may just end up having an unintended meeting with the youth.

I appreciate your time.

Theresa VanDusen
2483 SW Maplewood Drive
Bridlewood Estates
503-623-4550

DALLAS CITY COUNCIL REPORT

To: DALLAS CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No.	Topic: June 2013 Financial Reports
Prepared By: Cecilia Ward	Meeting Date: July 15, 2013	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED MOTION:

Information Only

BACKGROUND:

Provided is the monthly financial reports for the month of June 2013. This is a preliminary report as the month of June is not closed due to the end of the fiscal year. A thorough year-end report will be given in the future.

For June 2013:

- Percent spent should be at 100%. This can vary up or down depending on seasonal or one-time revenues and expenditures.
- Most departments in the General Fund fell well below their 100% budgeted expenditures leaving room to build the fund balance for the new fiscal year.

FISCAL IMPACT:

None

ATTACHMENTS:

June 2013 Financial Reports

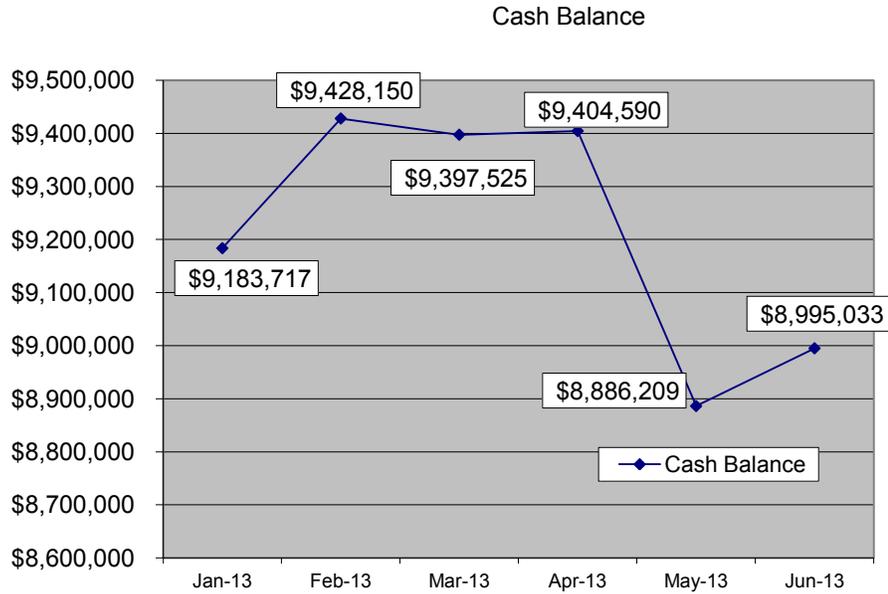


Monthly Financials
for the Month of
June 2013

CITY OF DALLAS
Cash Report
For the Period Ending June 30, 2013

Cash on hand	\$	645
Cash in Investments		8,697,758
Cash in Bank		296,629
Total Cash Balance as of 6/30/2013	<u>\$</u>	<u>8,995,033</u>

Restricted/Committed	\$	5,380,294
Unrestricted		3,614,738
	<u>\$</u>	<u>8,995,033</u>



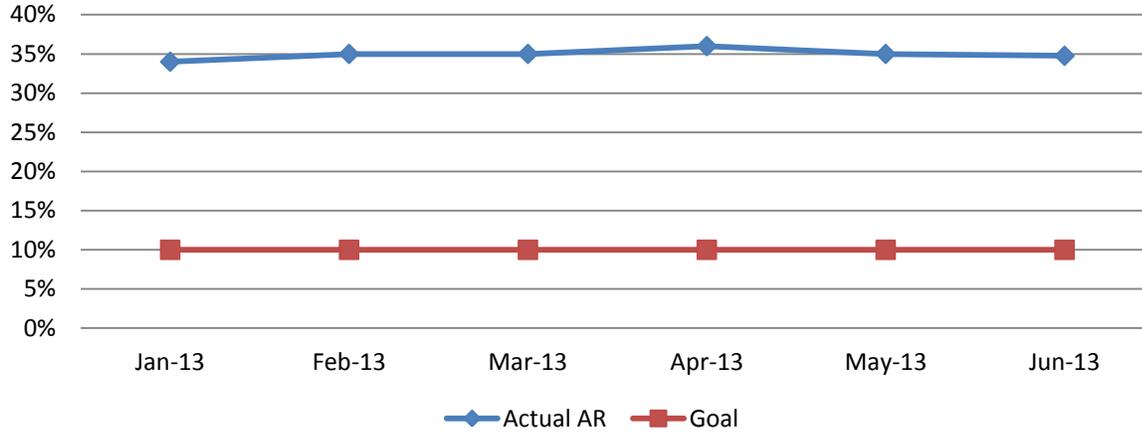
Investment Breakdown

	<u>Ending Bal</u>	<u>Interest YTD</u>
LGIP	\$ 7,519,741	\$ 37,722
Wells Fargo Savings	1,178,017	\$ 529
	<u>\$ 8,697,758</u>	<u>\$ 38,251</u>

**UTILITY AGING REPORT
6/31/2013**

	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
Actual AR	34%	35%	35%	36%	35%	35%
Goal	10%	10%	10%	10%	10%	10%

Utility Aging Report Graph



* Report is for accounts receivable greater than 90 days

City of Dallas
Monthly Financials
June 2013

General Fund Revenue

Description	Year-to-Date	Year-to-Date	Budget 2013	Budget Remaining	Percent Collected
	Actual 2012	Actual 2013			
Licenses, Permits and Fees	\$ 1,124,507	\$ 1,261,234	\$ 1,295,000	\$ 33,766	97.4%
Fines and Forfeitures	129,367	102,975	179,500	76,525	57.4%
Recreation Fees	431,304	445,546	461,000	15,454	96.6%
Library Fees	66,590	81,860	73,500	(8,360)	111.4%
Property Taxes	3,251,946	3,388,238	3,375,460	(12,778)	100.4%
Miscellaneous Taxes	274,583	253,260	247,500	(5,760)	102.3%
Franchise Fees	1,062,258	1,028,426	1,060,000	31,574	97.0%
Inter-governmental	158,565	168,398	157,000	(11,398)	107.3%
Miscellaneous Revenue	94,916	60,011	88,000	27,989	68.2%
Interest Earnings	22,478	13,989	15,000	1,011	93.3%
Transfers	1,214,728	1,223,123	1,315,000	91,877	93.0%
	\$ 7,831,243	\$ 8,027,061	\$ 8,266,960	\$ 125,745	97.1%



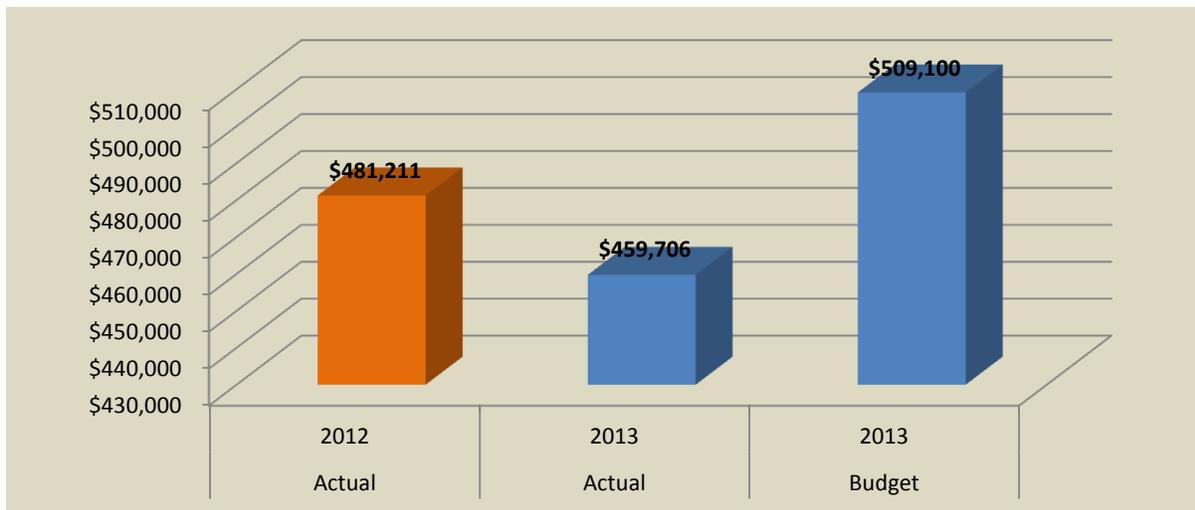
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Administration

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 343,344	\$ 334,318	\$ 358,500	\$ 24,182	93.3%
Materials and Supplies	137,866	125,388	150,600	25,212	83.3%
Capital Outlay	-	-	-	-	
	\$ 481,211	\$ 459,706	\$ 509,100	\$ 49,394	90.3%

There are no capital expenditures budgeted in this department.



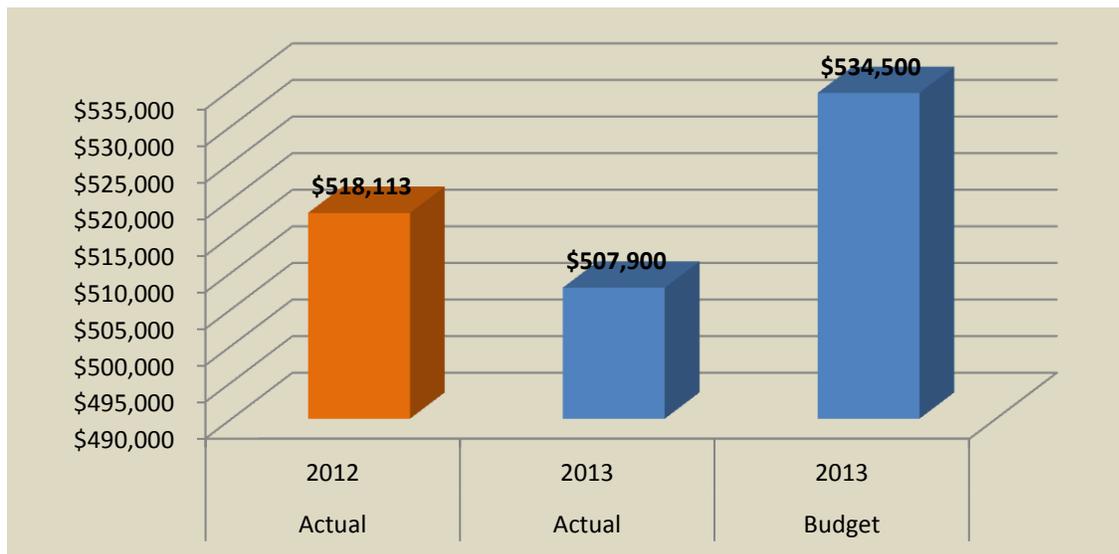
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Finance

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 329,684	\$ 329,886	\$ 337,000	\$ 7,114	97.9%
Materials and Supplies	188,429	178,014	192,500	14,486	92.5%
Capital Outlay	-	-	5,000	5,000	0.0%
	\$ 518,113	\$ 507,900	\$ 534,500	\$ 26,600	95.0%

Capital Expenditures: Remodel the vault for - \$5,000



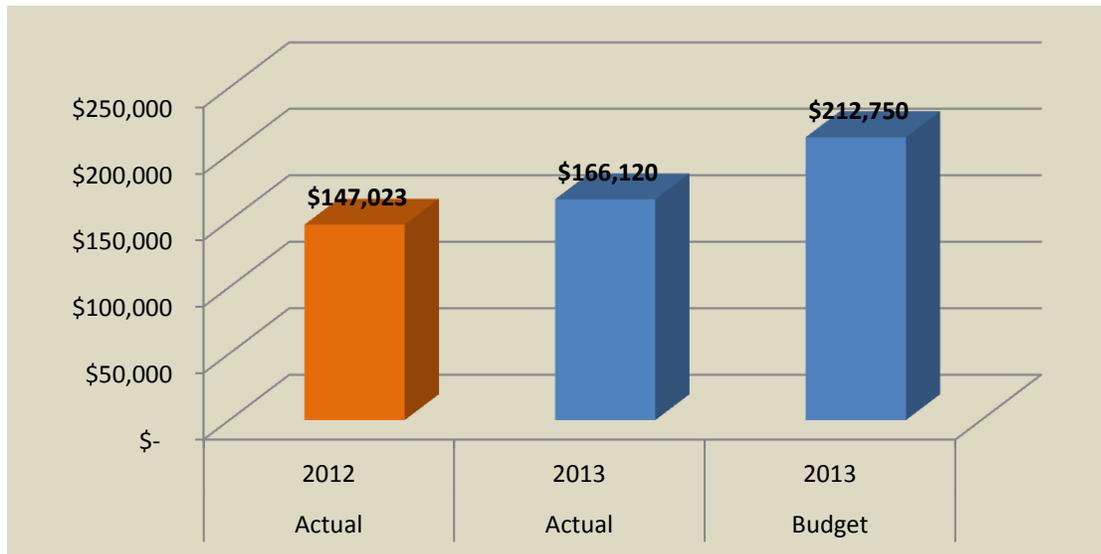
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Facilities

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 83,057	\$ 107,563	\$ 112,500	\$ 4,937	95.6%
Materials and Supplies	63,966	58,557	75,250	16,693	77.8%
Capital Outlay	-	-	25,000	25,000	0.0%
	\$ 147,023	\$ 166,120	\$ 212,750	\$ 46,630	78.1%

Capital Expenditures: HVAC system for Carnegie Building - \$25,000



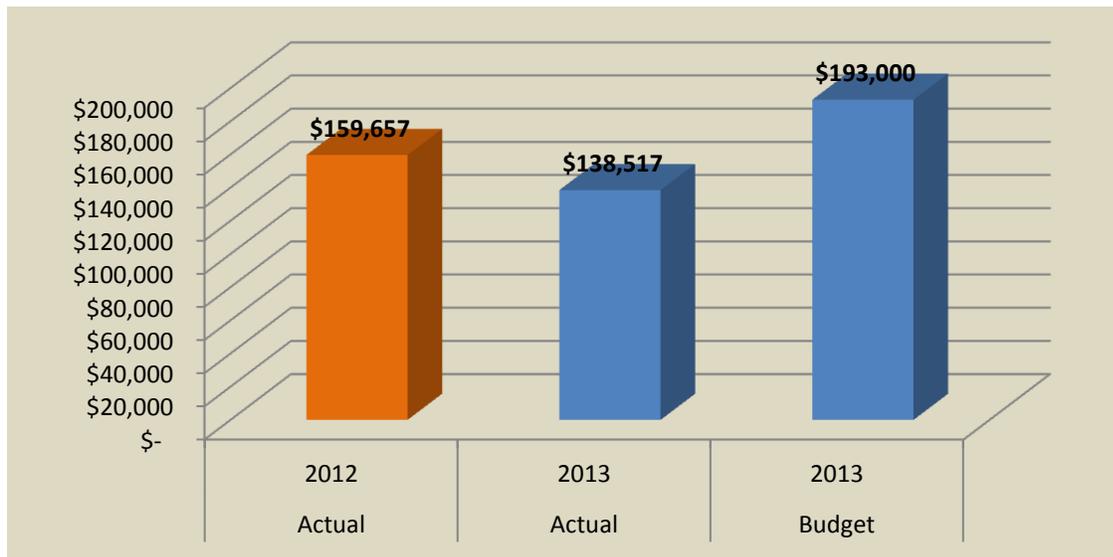
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Municipal Court

Description	Year-to-Date	Year-to-Date	Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 135,871	\$ 121,088	\$ 143,000	\$ 21,912	84.7%
Materials and Supplies	23,785	17,430	45,000	27,570	38.7%
Capital Outlay	-	-	5,000	5,000	0.0%
	\$ 159,657	\$ 138,517	\$ 193,000	\$ 54,483	71.8%

Capital Expenditures: Remodel the vault for - \$5,000



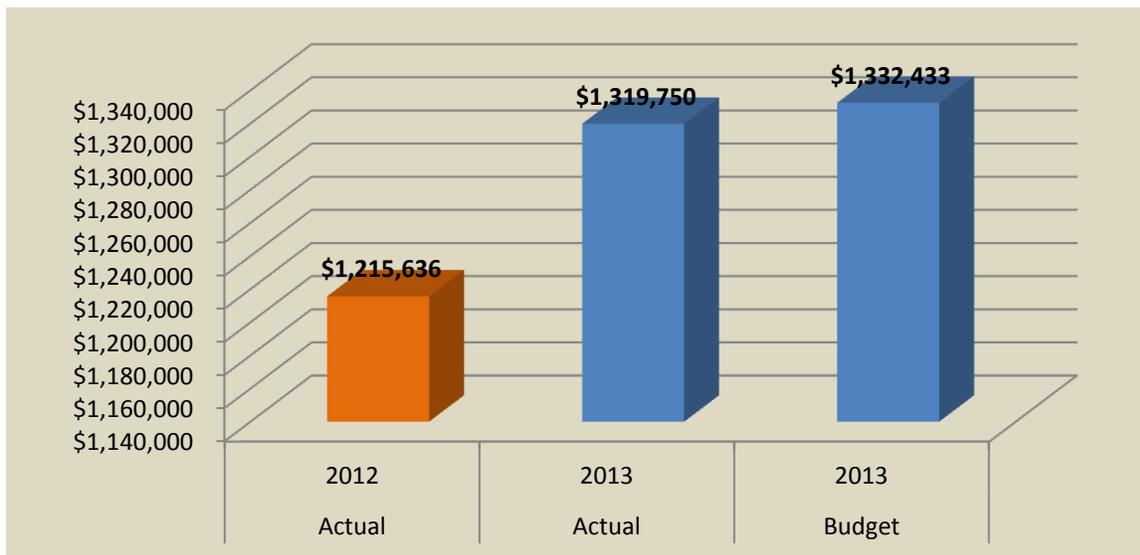
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Ambulance

Description	Year-to-Date	Year-to-Date	Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 862,233	\$ 930,461	\$ 934,000	\$ 3,539	99.6%
Materials and Supplies	303,326	341,350	347,800	6,450	98.1%
Capital Outlay	10,185	9,306	12,000	2,694	77.6%
Debt Service	39,893	38,633	38,633	1	100.0%
	\$ 1,215,636	\$ 1,319,750	\$ 1,332,433	\$ 12,683	99.0%

Capital Expenditures: Replacement of medical equipment - \$9,000
 Replacement of turnouts - \$3,000



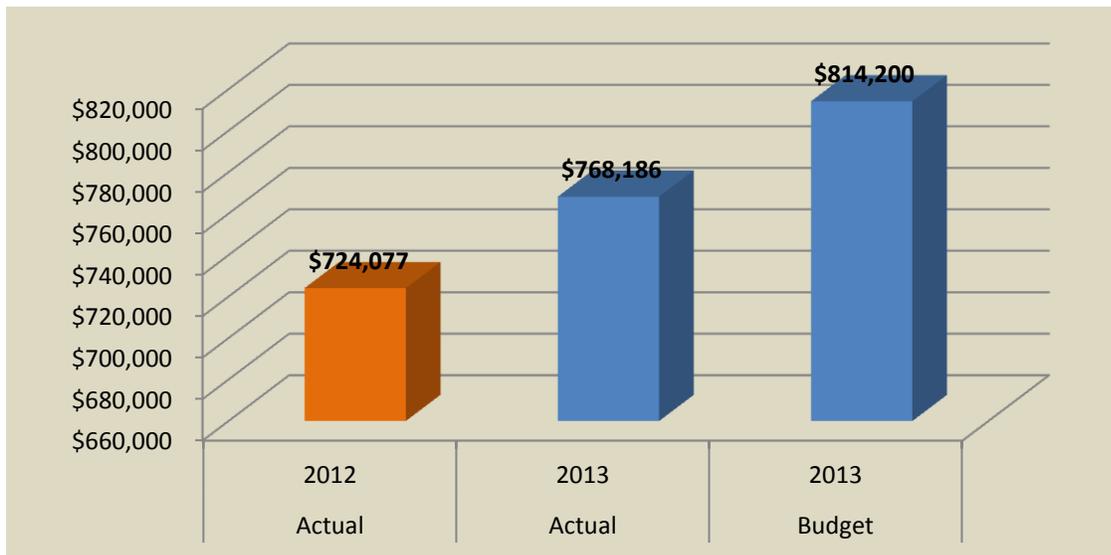
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Fire

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 466,477	\$ 487,167	\$ 492,000	\$ 4,833	99.0%
Materials and Supplies	215,463	236,496	272,200	35,704	86.9%
Capital Outlay	42,136	44,522	50,000	5,478	89.0%
	\$ 724,077	\$ 768,186	\$ 814,200	\$ 46,014	94.3%

Capital Expenditures: Replacement of equipment - \$8,000
 Replacement of turnouts - \$30,000
 Equipment (Grant match for Compressor) - \$12,000



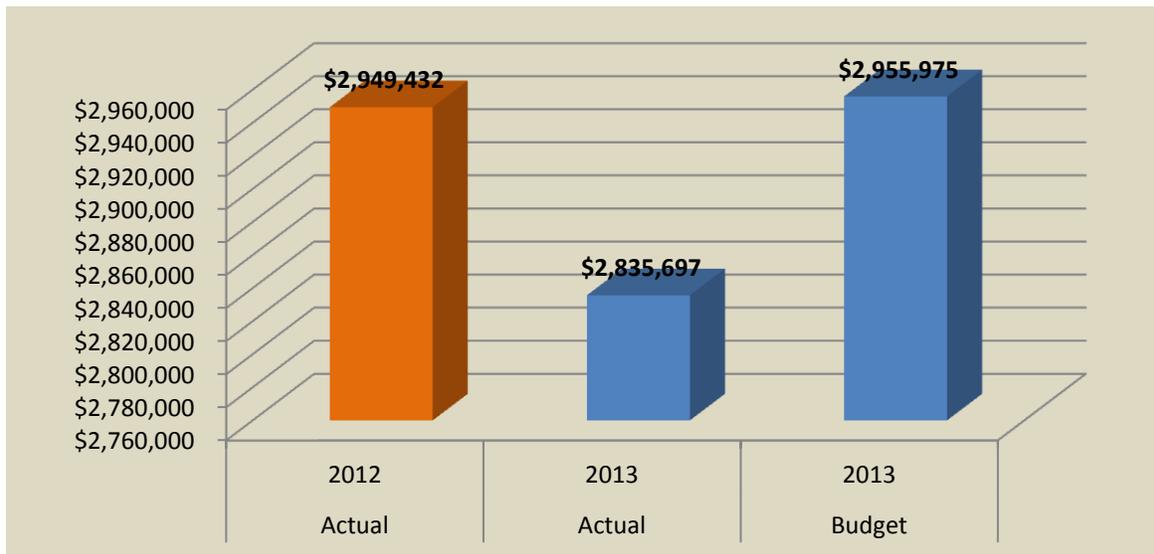
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Police

Description	Year-to-Date	Year-to-Date	Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 2,547,795	\$ 2,417,804	\$ 2,502,500	\$ 84,696	96.6%
Materials and Supplies	355,419	375,453	411,035	35,582	91.3%
Capital Outlay	-	-	-	-	0.0%
Debt Service	31,218	15,440	15,440	1	100.0%
Tranfer	15,000	27,000	27,000	-	100.0%
	\$ 2,949,432	\$ 2,835,697	\$ 2,955,975	\$ 120,279	95.9%

There are no capital expenditures budgeted in this department.



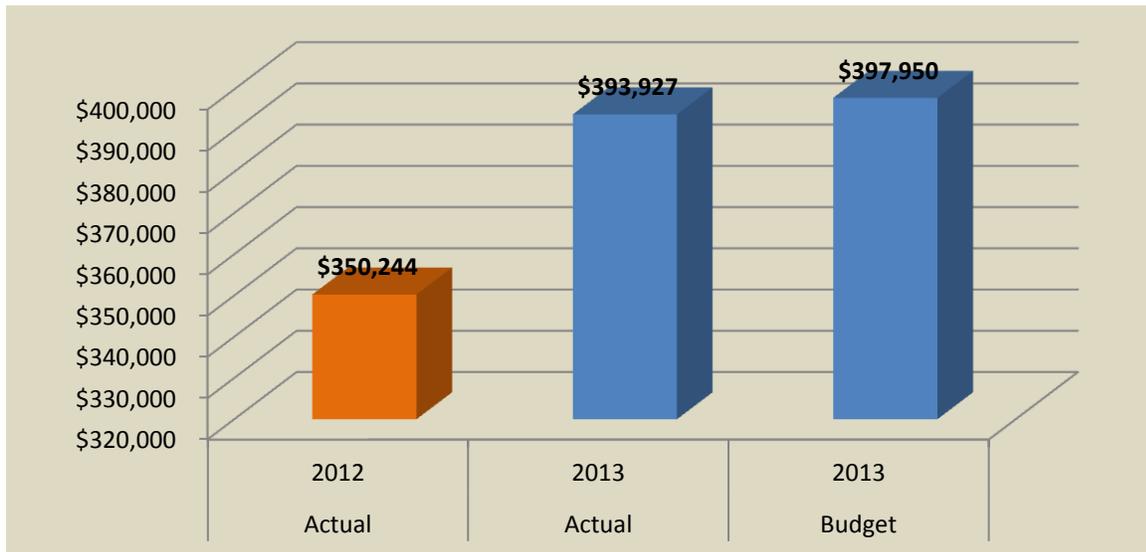
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Library

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 287,625	\$ 331,520	\$ 333,000	\$ 1,480	99.6%
Materials and Supplies	62,619	62,407	64,950	2,543	96.1%
Capital Outlay	-	-	-	-	
	\$ 350,244	\$ 393,927	\$ 397,950	\$ 4,023	99.0%

There are no capital expenditures budgeted in this department.



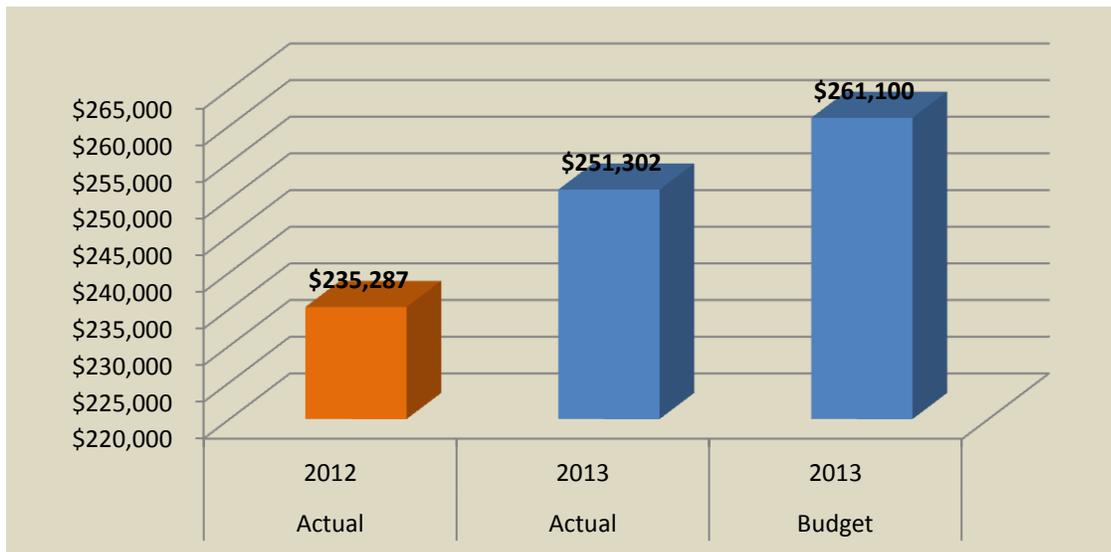
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Parks

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 154,204	\$ 156,465	\$ 161,000	\$ 4,535	97.2%
Materials and Supplies	81,083	94,838	100,100	5,262	94.7%
Capital Outlay	-	-	-	-	0.0%
	\$ 235,287	\$ 251,302	\$ 261,100	\$ 9,798	96.2%

There are no capital expenditures budgeted in this department.



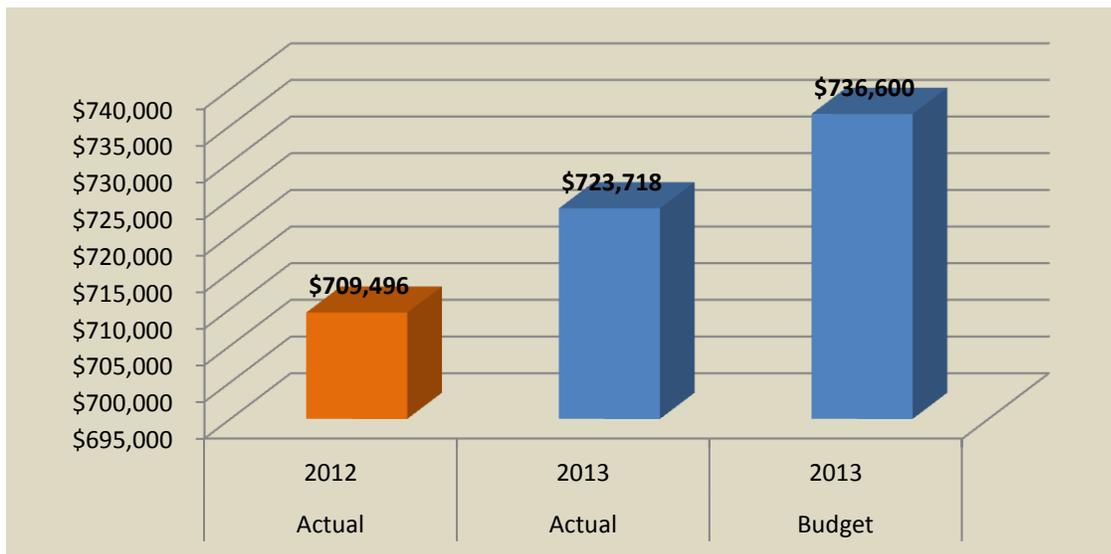
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Aquatic Center

Description	Year-to-Date	Year-to-Date	Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 398,980	\$ 403,487	\$ 413,000	\$ 9,513	97.7%
Materials and Supplies	260,516	270,231	273,600	3,369	98.8%
Capital Outlay	50,000	50,000	50,000	-	100.0%
	\$ 709,496	\$ 723,718	\$ 736,600	\$ 12,882	98.3%

Capital Expenditures: Equipment Reimbursement - \$50,000



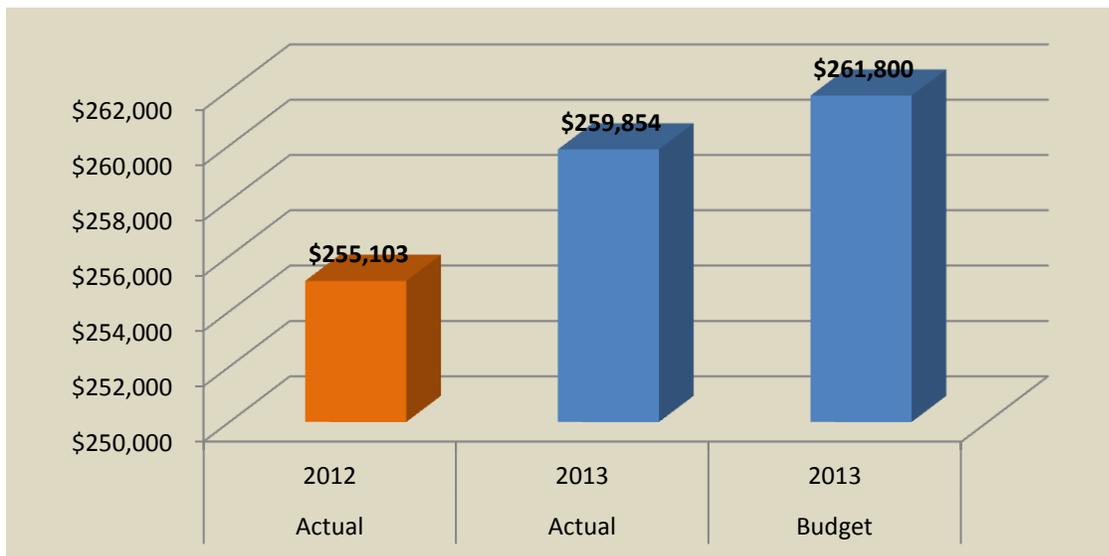
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Building Inspections

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 152,884	\$ 246,622	\$ 244,000	\$ (2,622)	101.1%
Materials and Supplies	102,219	13,232	17,800	4,568	74.3%
Capital Outlay	-	-	-	-	
	\$ 255,103	\$ 259,854	\$ 261,800	\$ 1,946	99.3%

There are no capital expenditures budgeted in this department.



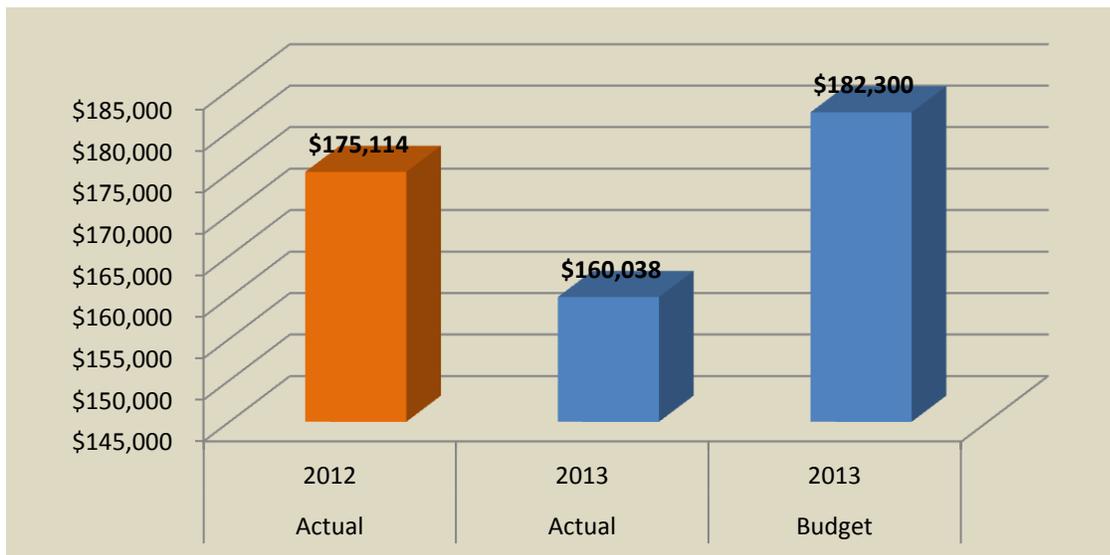
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Planning

Description	Year-to-Date	Year-to-Date	Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Personal Services	\$ 161,636	\$ 141,687	\$ 140,500	\$ (1,187)	100.8%
Materials and Supplies	13,478	18,351	41,800	23,449	43.9%
Capital Outlay	-	-	-	-	
	\$ 175,114	\$ 160,038	\$ 182,300	\$ 22,262	87.8%

There are no capital expenditures budgeted in this department.



100% Through the Fiscal Year

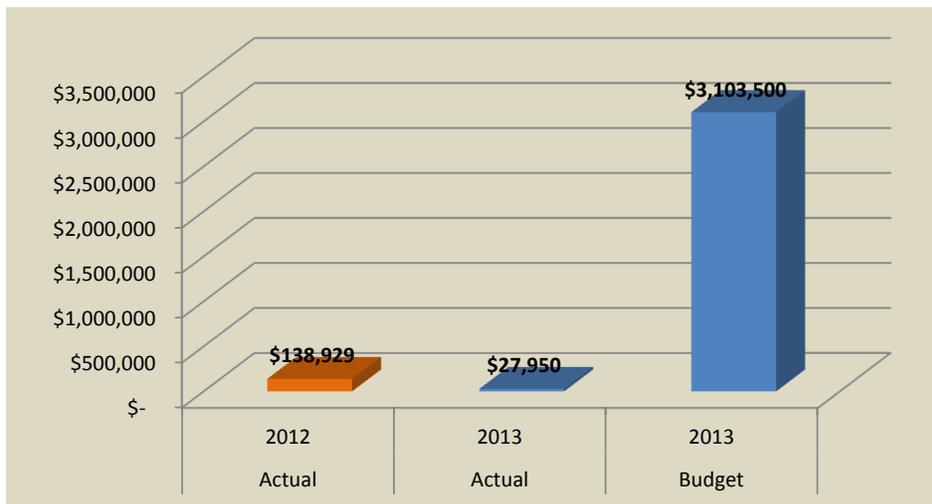
City of Dallas
Monthly Financials
June 2013

Department: System Development Fund

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Collected
	Actual 2012	Actual 2013			
Revenue					
Streets SDC	\$ 17,772	\$ 53,086	\$ 25,000	\$ (28,086)	212.3%
Parks SDC	44,655	107,278	50,000	(57,278)	214.6%
Water SDC	44,655	107,278	50,000	(57,278)	214.6%
Sewer SDC	25,504	88,627	20,000	(68,627)	443.1%
Storm Water SDC	13,304	42,235	15,000	(27,235)	281.6%
Transfers	-	583,000	583,000	-	100.0%
	\$ 145,889	\$ 981,504	\$ 743,000	\$ (153,140)	132.1%

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Expenditures					
Street SDC Projects	\$ -	\$ -	\$ 163,775	\$ 163,775	0.0%
Park SDC Projects	46,989	3,050	178,775	175,725	1.7%
Water SDC Projects	10,000	-	88,775	88,775	0.0%
Sewer SDC Projects	57,040	-	2,528,775	2,528,775	0.0%
Storm Water SDC Projects	-	-	18,500	18,500	0.0%
Transfers	24,900	24,900	124,900	100,000	19.9%
	\$ 138,929	\$ 27,950	\$ 3,103,500	\$ 3,075,550	0.9%

Capital Expenditures:



100% Through the Fiscal Year

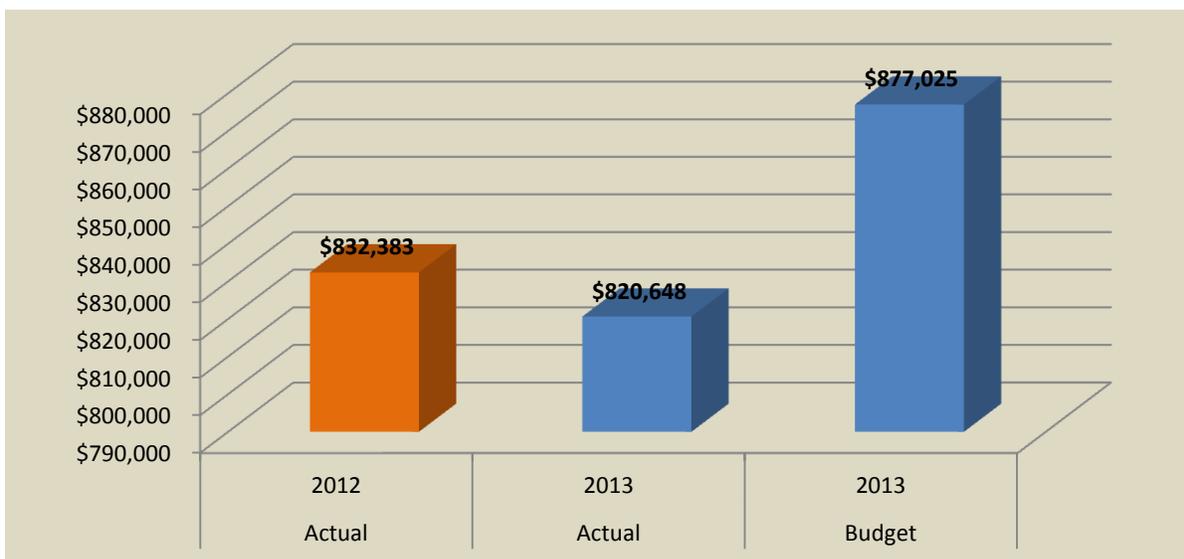
City of Dallas
Monthly Financials
June 2013

Department: Streets

Description	Year-to-Date	Year-to-Date	Budget 2013	Budget Remaining	Percent Collected
	Actual 2012	Actual 2013			
Revenue					
Highway Reimbursement & Appropriations	\$ 893,576	\$ 1,099,044	\$ 1,140,315	\$ 41,271	96.4%
Miscellaneous Revenue and Interest	212,145	211,586	207,169	(4,417)	102.1%
	\$ 1,105,721	\$ 1,310,630	\$ 1,347,484	\$ 36,853	97.3%

Description	Year-to-Date	Year-to-Date	Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Expenditures					
Personal Services	\$ 326,784	\$ 309,905	\$ 319,000	\$ 9,095	97.1%
Materials and Supplies	237,482	231,071	250,500	19,429	92.2%
Capital Outlay	188,116	199,673	227,525	27,852	87.8%
Transfers	80,000	80,000	80,000	-	100.0%
	\$ 832,383	\$ 820,648	\$ 877,025	\$ 56,377	93.6%

Capital Expenditures: Contractual Overlays - \$207,525
Sidewalks - \$20,000



100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Sewer

Description	Year-to-Date	Year-to-Date	Budget 2013	Budget Remaining	Percent Collected
	Actual 2012	Actual 2013			
Revenue					
Service Charges and Hook Up Fees	\$ 2,880,716	\$ 2,970,269	\$ 2,978,000	\$ 7,731	99.7%
Miscellaneous Revenue and Interest	91,753	204,721	87,450	(117,271)	234.1%
	\$ 2,972,469	\$ 3,174,990	\$ 3,065,450	\$ (109,540)	103.6%

Description	Year-to-Date	Year-to-Date	Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Expenditures					
Personal Services	\$ 617,507	\$ 588,296	\$ 587,500	\$ (796)	100.1%
Materials and Supplies	1,006,020	923,888	953,500	29,612	96.9%
Capital Outlay	152,297	111,503	470,000	358,497	23.7%
Transfers	1,762,534	1,555,643	1,555,650	7	100.0%
	\$ 3,538,358	\$ 3,179,330	\$ 3,566,650	\$ 387,320	89.1%

Capital Expenditures:

- I & I - \$300,000
- WWTF Capital Improvements - \$55,000
- Sewer Replacement Projects - \$25,000
- WWTF Equipment Replacement - \$90,000
- Repair to pump



100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

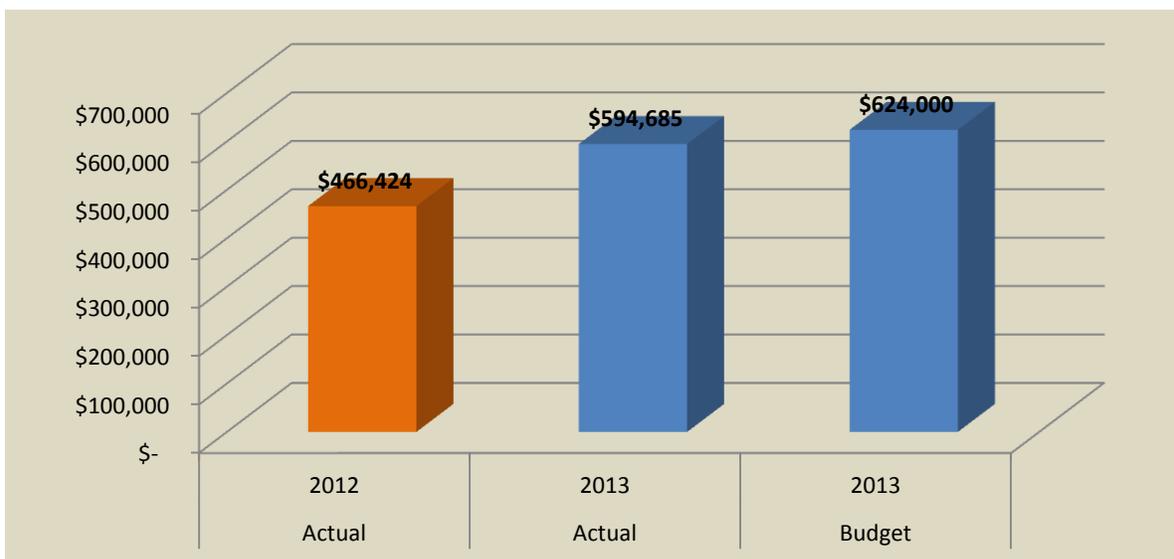
Department: Fleet

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Collected
	Actual 2012	Actual 2013			
Revenue					
Service Charges and Total Care	\$ 82,779	\$ 429,802	\$ 427,000	\$ (2,802)	100.7%
Miscellaneous Revenue	51,511	103,958	92,800	(11,158)	112.0%
	\$ 134,290	\$ 533,761	\$ 519,800	\$ (13,961)	102.7%

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Expenditures					
Personal Services	\$ 192,863	\$ 201,239	\$ 213,000	\$ 11,761	94.5%
Materials and Supplies	138,059	179,904	188,000	8,096	95.7%
Capital Outlay	55,502	133,542	143,000	9,458	93.4%
Transfers	80,000	80,000	80,000	-	100.0%
	\$ 466,424	\$ 594,685	\$ 624,000	\$ 29,315	95.3%

Capital Expenditures:

Equipment - \$38,000 (PW Pickup \$17,223; Sand Spreader \$7,432.08)
 Vehicles - \$105,000 (2-Fire Trucks \$77,799; Comm Dev \$14,092)
 Building Improvements - \$10,000



100% Through the Fiscal Year

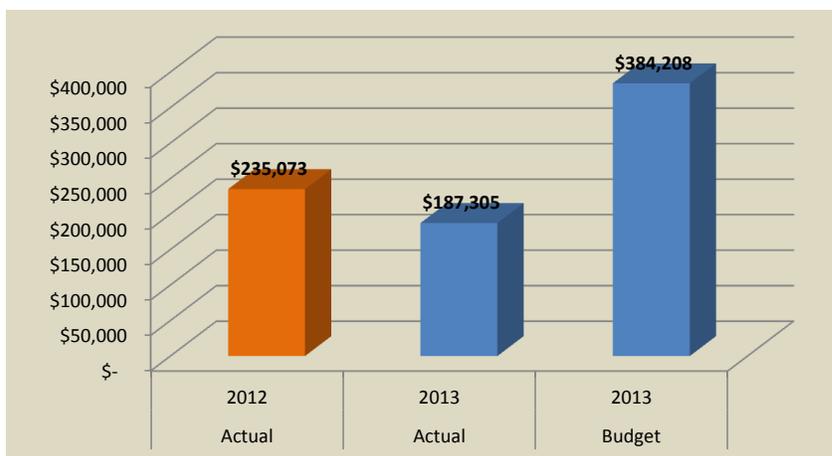
City of Dallas
Monthly Financials
June 2013

Department: Trust Fund

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Collected
	Actual 2012	Actual 2013			
Revenue					
Aquatics	\$ 84,177	\$ 71,194	\$ 67,200	\$ (3,994)	105.9%
Fire and Ambulance	60,921	103,472	58,833	(44,639)	175.9%
Street	101,028	61,059	55,000	(6,059)	111.0%
Transient Lodging	71,515	73,414	85,500	12,086	85.9%
Miscellaneous	33,910	11,585	9,615	(1,970)	120.5%
Economic Development	51,874	36,431	53,000	16,569	68.7%
Park	10,956	15,756	10,435	(5,321)	151.0%
Police	24,322	33,673	27,125	(6,548)	124.1%
Library	18,447	4,691	17,500	12,809	26.8%
	\$ 457,151	\$ 411,275	\$ 384,208	\$ (27,067)	107.0%

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Expenditures					
Aquatics	\$ 12,983	\$ 6,379	\$ 67,200	\$ 60,821	9.5%
Fire and Ambulance	26,835	61,860	58,833	(3,027)	105.1%
Street	39,969	-	55,000	55,000	0.0%
Transient Lodging	66,644	58,116	85,500	27,384	68.0%
Miscellaneous	24,329	1,590	9,615	8,025	16.5%
Economic Development	44,274	26,009	53,000	26,991	49.1%
Park	100	7,533	10,435	2,902	72.2%
Police	2,894	18,564	27,125	8,561	68.4%
Library	17,045	7,255	17,500	10,245	41.5%
	\$ 235,073	\$ 187,305	\$ 384,208	\$ 196,903	48.8%

Capital Expenditures:



100% Through the Fiscal Year

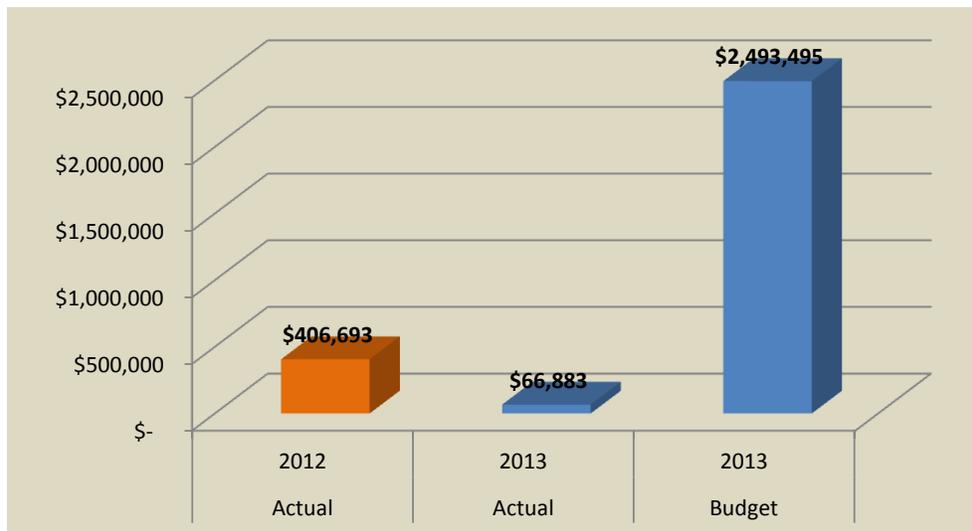
City of Dallas
Monthly Financials
June 2013

Department: Grant Fund

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Collected
	Actual 2012	Actual 2013			
Revenue					
Police	\$ 3,808	\$ 8,018	\$ 10,000	\$ 1,982	80.2%
Fire	860,441	38,000	463,000	425,000	8.2%
Parks and Trails	(30,149)	501	475,020	474,519	0.1%
Water	-	-	30,000	30,000	0.0%
Miscellaneous	220,160	2,739	1,515,475	1,512,736	0.2%
	\$ 1,054,260	\$ 49,258	\$ 2,493,495	\$ 2,444,237	2.0%

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Expenditures					
Police	\$ 1,125	\$ 2,625	\$ 10,000	\$ 7,375	26.2%
Fire	186,177	38,000	463,000	425,000	8.2%
Parks and Trails	-	-	475,020	475,020	0.0%
Water	-	25,000	30,000	5,000	83.3%
Miscellaneous	219,391	1,258	1,515,475	1,514,217	0.1%
	\$ 406,693	\$ 66,883	\$ 2,493,495	\$ 2,426,612	2.7%

Grant Projects: Fire Compressor - \$38,000
Police Vests



100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

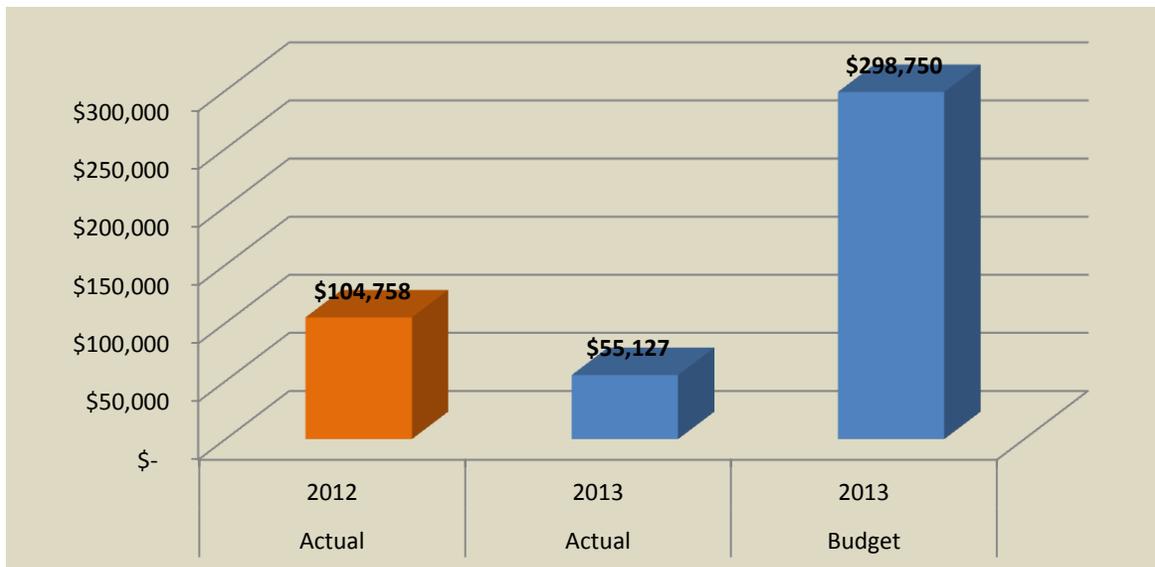
Department: Urban Renewal Fund

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Collected
	Actual 2012	Actual 2013			
Revenue					
Property Taxes	\$ 125,893	\$ 120,867	\$ 123,000	\$ 2,133	98.3%
Interest Earnings	1,541	2,352	750	(1,602)	313.7%
	\$ 127,434	\$ 123,219	\$ 123,750	\$ 531	99.6%

Description	Year-to-Date		Budget 2013	Budget Remaining	Percent Spent
	Actual 2012	Actual 2013			
Expenditures					
Personal Services	\$ 4,480	\$ 14,701	\$ 17,000	\$ 2,299	86.5%
Debt Service	-	-	175,000	175,000	0.0%
Capital Expenditures	100,278	40,425	106,750	66,325	37.9%
	\$ 104,758	\$ 55,127	\$ 298,750	\$ 243,624	18.5%

Capital Expenditures:

Church St Sidewalk



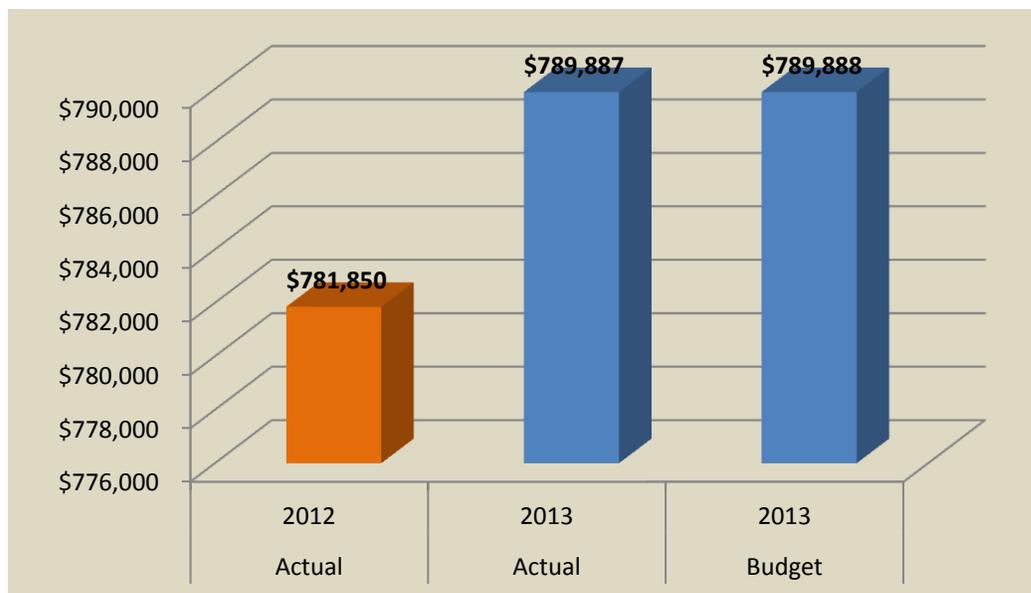
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: General Obligation and Long Term Debt Funds

Description	Year-to-Date Actual 2012	Year-to-Date Actual 2013	Budget 2013	Budget Remaining	Percent Collected
Revenue					
Property Taxes	\$ 717,013	\$ 725,062	\$ 714,000	\$ (11,062)	101.5%
Transfers	97,110	106,010	106,010	(0)	100.0%
	\$ 814,123	\$ 831,072	\$ 820,010	\$ (11,062)	101.3%

Description	Year-to-Date Actual 2012	Year-to-Date Actual 2013	Budget 2013	Budget Remaining	Percent Spent
Expenditures					
Principal	\$ 525,000	\$ 555,000	\$ 555,000	\$ -	100.0%
Interest	256,850	234,887	234,888	1	100.0%
	\$ 781,850	\$ 789,887	\$ 789,888	\$ 1	100.0%



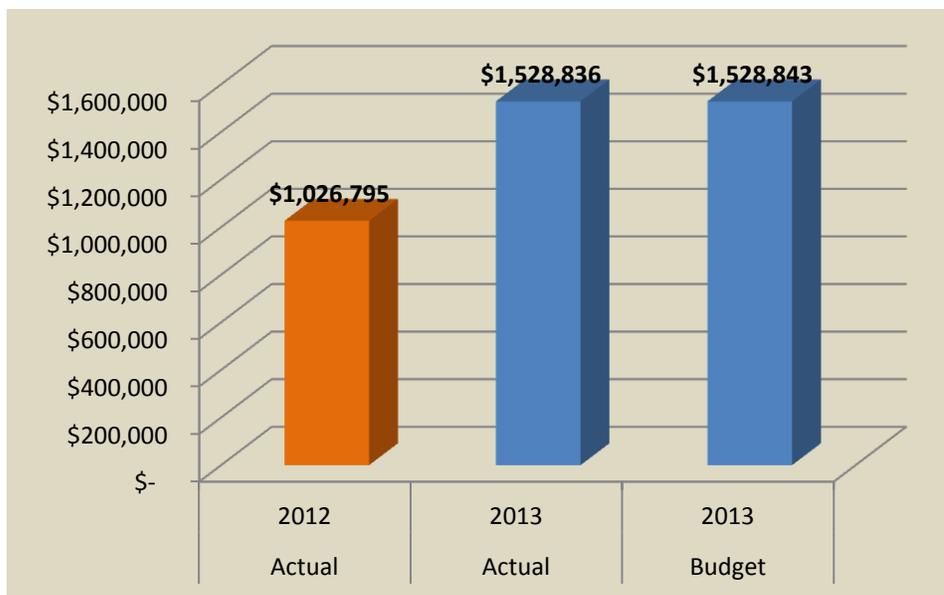
100% Through the Fiscal Year

City of Dallas
Monthly Financials
June 2013

Department: Debt Service Fund

Description	Year-to-Date Actual 2012	Year-to-Date Actual 2013	Budget 2013	Budget Remaining	Percent Collected
Revenue					
Transfers	\$ 1,767,645	\$ 1,528,836	\$ 1,528,843	\$ 7	100.0%
	\$ 1,767,645	\$ 1,528,836	\$ 1,528,843	\$ 7	100.0%

Description	Year-to-Date Actual 2012	Year-to-Date Actual 2013	Budget 2013	Budget Remaining	Percent Spent
Expenditures					
Principal	\$ 787,006	\$ 1,168,259	\$ 1,168,259	\$ (0)	100.0%
Interest	239,789	360,577	360,584	7	100.0%
	\$ 1,026,795	\$ 1,528,836	\$ 1,528,843	\$ 7	100.0%



100% Through the Fiscal Year

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 9c	Topic: IGA with Urban Renewal Agency
Prepared By: Jason Locke, Community Development/ Operations Director 	Meeting Date:	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin	July 15, 2013	

RECOMMENDED MOTION: Authorize the City Manager and Finance Director to sign and execute the Intergovernmental Agreement.

BACKGROUND:

As part of the financing package for the 800/900 block of Main Street, the structure of the agreement requires 3 components: an Intergovernmental Agreement (IGA) between the Urban Renewal Agency and the City that specifies the responsibilities of each agency, a resolution of the City Council (Resolution 3281) that authorizes the execution and delivery of a full faith and credit financing agreement in a principal amount not to exceed \$750,000, and a resolution of the Urban Renewal Agency (Resolution UR 2013-02) agreeing to transfer tax increment revenue to the City in a sufficient amount to cover the debt service payments.

FISCAL IMPACT: The fiscal impact is derived from Resolution 3281, which authorizes the issuance of the Financing Agreement, not the IGA itself.

ATTACHMENTS:

Intergovernmental Agreement with the Dallas Urban Renewal Agency

INTERGOVERNMENTAL AGREEMENT

This 2013 Intergovernmental Agreement is executed this 15th day of July, 2013, by and between the CITY OF DALLAS, OREGON, a municipal corporation of the State of Oregon (the “City”) and the DALLAS DEVELOPMENT COMMISSION, URBAN RENEWAL AGENCY, OREGON, a public body created and activated under ORS Chapter 457 (the “Agency”).

I. DEFINITIONS

For purposes of this 2013 Intergovernmental Agreement, unless the context clearly requires otherwise, capitalized terms shall have the following meanings:

“**2013 Intergovernmental Agreement**” means this intergovernmental agreement between the City and the Agency dated July 15, 2013, relating to the 2013 Financing Agreement.

“**2013 Financing Agreement**” means the City’s Full Faith and Credit Financing Agreement, Series 2013 in the principal amount not to exceed \$750,000 to finance the Project and pay costs of issuance of the 2013 Financing Agreement.

“**Agency**” means the Dallas Development Commission, Urban Renewal Agency, Polk County, Oregon.

“**Agency Resolution**” means the Agency Resolution No. UR 2013-02 adopted July 15, 2013.

“**Area**” means the Dallas Downtown Urban Renewal Area that is described in the Plan.

“**Authorized Representative of the Agency**” means, each individually, the City Manager, the Finance Director or any designee of the Agency.

“**Authorized Representative of the City**” means, each individually, the City Manager, the Finance Director or any designee of the City Council.

“**City**” means the City of Dallas, Polk County, Oregon.

“**City Resolution**” means City’s Resolution No. 3281 adopted July 15, 2013.

“**Divide the Taxes Revenues**” means the taxes that are divided based on the increase in value of property in the Area and that are payable to the Agency under the provisions of Article IX, Section 1c of the Constitution and ORS Chapter 457.

“**ORS**” means Oregon Revised Statutes.

“**Plan**” means the Dallas Downtown Urban Renewal Plan of the Agency, as amended.

“Project” means the removal, replacement, and widening of the existing sidewalks in the 800/900 Main Street in downtown Dallas; the removal of all the existing street lights and associated overhead wires and their replacement with decorative lighting with flower baskets; the removal of all the existing benches and garbage cans and their replacement with a new design; and the removal and replacement of the ‘bulb-out’ areas at the intersections.

“Special Levy” means a property tax levy for the Area upon property in the City and on property outside the City but within the urban renewal area that is authorized by Article XI, Section 11(16) of the Oregon Constitution and ORS 457.435(2)(c).

“Tax Increment Fund” means the Dallas Downtown Urban Renewal Fund established under ORS 457.440(6)(b) and Section 7 hereof to hold the Tax Increment Revenues, which fund is designated in the Agency’s financial statements as the Dallas Downtown URA Tax Increment Fund.

“Tax Increment Revenues” shall mean all ad valorem tax revenues from the Divide the Taxes Revenue and the Special Levy, and all earnings on amounts held in the Tax Increment Fund.

II. RECITALS

- A. Pursuant to ORS 190.010, units of local government are authorized to enter into intergovernmental agreements with other units of local governments for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have the authority to perform.
- B. Each of the parties to this agreement is a “unit of local government” as defined in ORS Section 190.003. Each of the parties has the legal authority for the performance of any and all functions and activities set forth herein.
- C. The Agency, as the duly authorized and acting urban renewal agency of the City of Dallas, Oregon, is charged to undertake certain redevelopment activities in the redevelopment area pursuant to ORS Chapter 457 and the Plan.
- D. Pursuant to ORS 457.190, the Agency is authorized to borrow money and accept advances, loans, grants and any other form of financial assistance from a public body for the purposes of undertaking and carrying out urban renewal projects.
- E. Pursuant to ORS 457.320, the City is authorized to exercise any of its powers to assist in the planning or the carrying out of an urban renewal plan.
- F. Pursuant to ORS 271.390, the City has the power to enter into financing agreements to finance and refinance real and personal property.
- G. The City expects to enter into the 2013 Financing Agreement to finance certain real and personal property as set forth in the Plan, including the Project.

H. The City and the Agency wish to enter into the 2013 Intergovernmental Agreement in connection with the 2013 Financing Agreement.

III. AGREEMENT

NOW, THEREFORE, pursuant to the provisions of ORS Chapters 457 and 190, and in consideration of the benefits to accrue to the City, the Agency, the community and the citizens from this 2013 Intergovernmental Agreement and the 2013 Financing Agreement, and in consideration of the covenants set forth therein, the City and Agency agree as follows:

1. The Agency shall transfer Tax Increment Revenues to the City in amounts and at times sufficient for the City to pay the debt service on that portion of the 2013 Financing Agreement attributable to projects listed in an Urban Renewal Plan of the Agency at the time those projects were originally financed.
2. The Agency shall maintain in a reserve an amount equal to one year's annual debt service on the 2013 Financing Agreement and such reserve is pledged to the City to make the transfers described in paragraph 1. above. In addition, any amounts in the Agency's Urban Renewal Project Fund are pledged to the City to make the transfers described in paragraph 1. above.
3. The Agency hereby irrevocably pledges the Tax Increment Revenues to make the transfers described in paragraph 1. above. The provisions of this 2013 Intergovernmental Agreement and the Agency Resolution shall be a contract with the City.
4. The City agrees to take all steps required to qualify and maintain the 2013 Financing Agreement as a tax-exempt obligation.
5. The Agency agrees to take all steps required to qualify and maintain the 2013 Financing Agreement as a tax-exempt obligation.
6. The Agency may not incur any additional indebtedness payable from the Tax Increment Revenues without the prior written consent of the owner of the 2013 Financing Agreement, which consent shall not be unreasonably withheld.
7. The Agency shall not amend the Plan without first notifying the owner of the 2013 Financing Agreement.
8. The City and Agency have each taken the actions necessary to authorize this 2013 Intergovernmental Agreement and no challenge or appeal to such actions is pending.
9. The Authorized Representative of the City and the Authorized Representative of the Agency are authorized to execute this 2013 Intergovernmental Agreement on behalf of the respective bodies.

10. This 2013 Intergovernmental Agreement may not be modified by the City and the Agency without the prior written consent of the owner of the 2013 Financing Agreement.
11. This 2013 Intergovernmental Agreement shall be effective as of the date first listed above and shall terminate upon payment in full or defeasance of the 2013 Financing Agreement.
12. This 2013 Intergovernmental Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

[Signatures appear on following page.]

**CITY OF DALLAS
POLK COUNTY, OREGON**

By _____
Authorized Representative

**CITY OF DALLAS DEVELOPMENT COMMISSION,
URBAN RENEWAL AGENCY
POLK COUNTY, OREGON**

By _____
Authorized Representative

APPROVED AS TO FORM:

Lane P. Shetterly, City Attorney

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 10 a	Topic: Resolution No. 3277 – Sale of Property
Prepared By: Jason Locke, Community Development/Operations Director	Meeting Date:	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin 	May 20, 2013	

RECOMMENDED MOTION:

Adopt Resolution 3277

BACKGROUND:

As stated in the staff report for the public hearing earlier in the agenda, staff was directed to sell the property at 11235 Orrs Corner Road. This resolution will formalize the Council's approval of the sale and show that we have followed the required process for approving the sale.

FISCAL IMPACT:

\$215,000 net revenue in the Sewer Fund

ATTACHMENTS:

Resolution No. 3277

RESOLUTION NO. 3277

A resolution declaring real property located at 11235 Orrs Corner Road, Dallas, Polk County, Oregon not needed for public use and authorizing the sale thereof.

WHEREAS, the City of Dallas owns real property located at and commonly known as 11235 Orrs Corner Road, Dallas, Polk County, Oregon, being 5.43 acres of land, more or less, and including a dwelling and improvements thereon; and

WHEREAS, the City Council of the City of Dallas has declared, and hereby declares, said property not needed for public use; and

WHEREAS, the City of Dallas has received from Jose Garcia, an offer to purchase said property, for the purchase price of \$240,000, subject to the terms and conditions of that certain Residential Real Estate Sale Agreement #GARCIA11235, a copy of the first page of which is attached hereto as Exhibit 1 and by reference incorporated herein; and

WHEREAS, after publication of notice in the Polk County Itemizer Observer on July 10, 2013, and a public hearing duly held on July 15, 2013, the City Council of the City of Dallas has approved said sale, pursuant to and in accordance with ORS 221.725;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the sale to Jose Garcia, of that real property of the City of Dallas located at and commonly known as 11235 Orrs Corner Road, Dallas, Polk County, Oregon, being 5.43 acres of land, more or less, and including a dwelling and improvements thereon, which property the City has declared and hereby declares not needed for public use, for the purchase price of \$240,000, subject to the terms and conditions of that certain Farms, Ranches, Acreage & Natural Resources Property Real Estate Sale Agreement # GARCIA11235, a copy of the first page of which is attached hereto as Exhibit 1, be, and it hereby is, approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and deliver a deed and all documents and instruments that may be necessary or appropriate to conclude the sale of said property.

Adopted: July 15, 2013
Approved: July 15, 2013

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RONALD W. FOGGIN,
CITY MANAGER

LANE P. SHETTERLY,
CITY ATTORNEY



FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
2 to the following agency relationships in this transaction: (1) Javier Alomia (Name of Selling Licensee)
3 of RE/MAX equity group (Name of Real Estate Firm) is the agent of (check one):
4 [X] Buyer exclusively ("Buyer Agency"). [] Seller exclusively ("Seller Agency"). [] Both Buyer and Seller ("Disclosed Limited Agency").
5 (2) Yolanda Zuger (Name of Listing Licensee)
6 of Winderemere (Name of Real Estate Firm) is the agent of (check one):
7 [X] Seller exclusively ("Seller Agency"). [] Both Buyer and Seller ("Disclosed Limited Agency").

8 (3) If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same
9 principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both
10 Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and
11 Licensee(s).

12 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at
13 the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this
14 Final Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

15 Buyer Jose Garcia Print Jose Garcia Date 7/1/2013
16 Buyer B2D7635F9E2F4AE... Print Date
17 Seller City of Dallas Print City of Dallas Date 7/2/13
18 Seller Print Date

RESIDENTIAL REAL ESTATE SALE AGREEMENT

19 This Agreement is intended to be a legal and binding contract.
20 If it is not understood, seek competent legal advice before signing. Time is of the essence of this Agreement.

21 1. DEFINITIONS: All references in this Agreement to "Licensee" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the
22 State of Oregon and the respective real estate companies with which they are affiliated. Licensee(s) and Firm(s) identified in the Final Agency
23 Acknowledgment Section above are not parties to this Agreement, except as may be expressly applicable. Unless otherwise provided herein: (1)
24 Time calculated in days after the date Buyer and Seller have signed this Agreement shall start on the first full business day after the date of Seller's
25 signature indicating acceptance of Buyer's offer or counteroffer, or Buyer's signature indicating acceptance of Seller's counteroffer. (2) Written
26 notices required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Licensee with the same
27 effect as if delivered to that Buyer or Seller; (3) A "business day" shall mean Monday through Friday, except recognized legal holidays as
28 enumerated in ORS 187.010 and 187.020.

29 2.1 PRICE/PROPERTY DESCRIPTION: Buyer (print name(s)) Jose Garcia
30
31 offers to purchase from Seller (print name(s)) City of Dallas

32 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Polk
33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)

34 11235 ORRS CORNER RD, Rickreall, OR 97371
35 (Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
36 Section 5, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
37 for the Purchase Price (in U.S. currency) of A \$ 240,000.00
38 on the following terms: Earnest money herein received for B \$ 2,500.00
39 on as additional earnest money, the sum of C \$
40 at or before Closing, the balance of down payment D \$ 5,900.00
41 at Closing and upon delivery of [X] DEED [] CONTRACT the balance of the Purchase Price E \$ 231,600.00
42 (Lines B, C, D and E should equal Line A)
43

Buyer Initials [Signature] Date 7/1/2013

Seller Initials [Signature] Date 7/2/13

DALLAS CITY COUNCIL

PUBLIC SAFETY REPORT

TO: COUNCIL PUBLIC SAFETY

<i>City of Dallas</i>	Agenda Item No. 10 b	Topic: Resolution 3278 regarding Dallas FireMed
Prepared By: Bill Hahn Fire Chief	Meeting Date: July 15, 2013	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED MOTION:

Adopt Terms of Agreement for the Dallas FireMed program; authorize the council to be the authority to create changes. Change the definition of Membership under the Agreement to reflect those of the City Of Springfield. Adopt Resolution to create an effective date of July 15, 2013.

BACKGROUND:

On August 16, 1993 a City Resolution (2574) adopted the “Application for Membership” for the Dallas FireMed program.

Items that were brought to the Public Safety Committee for discussion were:

- It was not known who had the authority to create changes in the “Terms of Agreement” for FireMed.
- Request to change the “Terms of Agreement” to define coverage under membership.
- Effective Date of proposed changes.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 3278

FireMed is not insurance. It is in addition to any medical benefits members may have. The City of Dallas Ambulance Service will bill insurance or other coverage that members may have for ambulance services. The City of Dallas Ambulance Service is entitled to all benefits paid for ambulance services provided.

Members agree to provide, when requested, any or all information concerning insurance policies, plans, third party recovery, or other benefit programs. Persons covered under the membership will cooperate and assist as necessary in any effort to bill and collect such ambulance reimbursements, including the completion of documents or claim forms.

~~The immediate family is member, spouse and all dependents living in the residence FireMed membership includes the "Primary member" and all persons who are living together with the Primary Member, as a family unit, in the same single-family occupancy, non-commercial residence within the Dallas Ambulance service area. "Family unit" means persons related by blood, marriage or domestic partnership, as defined in ORS 106.301, and includes household members living in substitute care (e.g., a nursing home) in the service area. Other persons living in the member's household are considered a separate family and must obtain a separate membership. All household members listed as dependents must have been claimed as dependents for income tax purposes on the preceding year's tax return. The Primary Member must provide satisfactory proof of residence for all persons in the family unit living in the household, other than the Primary Member's spouse or domestic partner. Evidence of residence may include, but is not limited to, a drivers license or DMV identification card, or mail addressed to the resident. Anyone who joins the Primary member's household after the membership goes into effect can be included under the membership from the date the Primary Member notifies FireMed of the addition, and provides proof of residency, as required. Only those persons who meet the membership eligibility requirements AND are listed in the membership record at the time of service are eligible for benefits.~~

Coverage includes transport to the nearest appropriate hospital. Physician ordered transfers from one hospital to another that require basic or advanced life support care from an EMT are also covered. Prior arrangement will allow the patient to be transported to the member's household or a nursing home, if physician and insurance carrier or health maintenance organization representative (if patient has health insurance coverage) authorize the transport. The patient must also:

- require medical care
- require stretcher services
- have proof that they are not able to travel by any other means because of their medical condition.

Advanced Life Support and Basic Life Support are covered by this plan.

All Billing, if any, will be presented to the patient's insurance carrier. All eligible charges not covered by insurance will be waived. Any FireMed member who receives direct payment for ambulance service from his insurance company must forward the payment to the City of Dallas Ambulance Service. An invoice of ambulance charges will be sent to the member.

By not forwarding any or all payments received, the member will be responsible for the entire bill.

Coverage commences upon acceptance of the application by the City of Dallas Ambulance Service and continues to November 1 of the following year. Payment in full must accompany the application.

A false statement made in connection with an application for membership shall be punishable as an unsworn falsification under ORS 162.085.

The following transports are not covered by this plan:

- Non-emergency transfers to or from doctor's office or clinics.
- Any transfers that do not require Emergency Medical Technicians to provide medical care for the patient or when the patient can be transported by a non-medical transport agency, i.e. wheelchair van, taxi, or private vehicle.
- The nearest appropriate hospital is bypassed due to physician or patient preference; i.e. a Salem hospital is bypassed for a Portland hospital when the Salem hospital can provide for the patient's medical needs.
- Any services that do not require the Emergency Medical Technician to provide medical care for the patient or when request for a specific task has been made; i.e. placing the patient back in bed or a wheelchair, or placing the patient in a private vehicle.

Member will be responsible for the entire payment for services provided which are not covered by this plan.

Cancellation of membership may occur if members repeatedly request ambulance transports that are not covered by the FireMed plan. Members may forfeit their membership payment, and their membership in the FireMed program will be terminated. Members will receive three warnings prior to cancellation. Decisions regarding abuse of service and cancellation of membership will be made by the City of Dallas Fire Chief. The Fire Chief's decision may be appealed to the City Manager of the City of Dallas.

Reciprocal Billing Agreement:

I authorize Dallas FireMed to release all information required for billing purposes to any ambulance provider that has an authorized reciprocal billing agreement with Dallas FireMed.

I further authorize any such ambulance provider from whom we have received service to bill their charges directly to my health insurance carrier(s).

RESOLUTION NO. 3278

A Resolution amending the terms of agreement for Dallas FireMed.

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

Section 1. That the Dallas FireMed terms of agreement, as shown on Exhibit 1 attached hereto and by this reference incorporated herein, are hereby adopted as the terms of agreement for Dallas FireMed.

Section 2. This resolution shall take effect on September 1, 2013.

Adopted: July 15, 2013
Approved: July 15, 2013

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RONALD L. FOGGIN,
CITY MANAGER

LANE P. SHETTERLY,
CITY ATTORNEY

EXHIBIT 1

DALLAS FIREMED TERMS OF AGREEMENT

FireMed is not insurance. It is in addition to any medical benefits members may have. The City of Dallas Ambulance Service will bill insurance or other coverage that members may have for ambulance services. The City of Dallas Ambulance Service is entitled to all benefits paid for ambulance services provided.

Members agree to provide, when requested, any or all information concerning insurance policies, plans, third party recovery, or other benefit programs. Persons covered under the membership will cooperate and assist as necessary in any effort to bill and collect such ambulance reimbursements, including the completion of documents or claim forms.

FireMed membership includes the "Primary member" and all persons who are living together with the Primary Member, as a family unit, in the same single-family occupancy, non-commercial residence within the Dallas Ambulance service area. "Family unit" means persons related by blood, marriage or domestic partnership, as defined in ORS 106.301, and includes household members living in substitute care (e.g., a nursing home) in the service area. The Primary Member must provide satisfactory proof of residence for all persons in the family unit living in the household, other than the Primary Member's spouse or domestic partner. Evidence of residence may include, but is not limited to, a drivers license or DMV identification card, or mail addressed to the resident. Anyone who joins the Primary member's household after the membership goes into effect can be included under the membership from the date the Primary Member notifies FireMed of the addition, and provides proof of residency, as required. Only those persons who meet the membership eligibility requirements AND are listed in the membership record at the time of service are eligible for benefits.

Coverage includes transport to the nearest appropriate hospital. Physician ordered transfers from one hospital to another that require basic or advanced life support care from an EMT are also covered. Prior arrangement will allow the patient to be transported to the member's household or a nursing home, if physician and insurance carrier or health maintenance organization representative (if patient has health insurance coverage) authorize the transport. The patient must also:

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- Non-emergency transfers to or from doctor's office or clinics.
- Any transfers that do not require Emergency Medical Technicians to provide medical care for the patient or when the patient can be transported by a non-medical transport agency, i.e. wheelchair van, taxi, or private vehicle.
- The nearest appropriate hospital is bypassed due to physician or patient preference; i.e. a Salem hospital is bypassed for a Portland hospital when the Salem hospital can provide for the patient's medical needs.
- Any services that do not require the Emergency Medical Technician to provide medical care for the patient or when request for a specific task has been made; i.e. placing the patient back in bed or a wheelchair, or placing the patient in a private vehicle.

Member will be responsible for the entire payment for services provided which are not covered by this plan.

Cancellation of membership may occur if members repeatedly request ambulance transports that are not covered by the FireMed plan. Members may forfeit their membership payment, and their membership in the FireMed program will be terminated. Members will receive three warnings prior to cancellation. Decisions regarding abuse of service and cancellation of membership will be made by the City of Dallas Fire Chief. The Fire Chief's decision may be appealed to the City Manager of the City of Dallas.

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I further authorize any such ambulance provider from whom we have received service to bill their charges directly to my health insurance carrier(s).

A false statement made in connection with an application for membership shall be punishable as an unsworn falsification under ORS 162.085.

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 10 c	Topic: Resolution 3279 relating to downtown parking
Prepared By: Emily Gagner	Meeting Date: July 15, 2013	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED MOTION:

Approve Resolution 3279

BACKGROUND:

The Public Works Committee discussed eliminating three 15-minute parking spaces in the downtown core area and adding one handicap parking space. The Committee unanimously recommended the Council approve this change.

FISCAL IMPACT:

Less than \$500

ATTACHMENTS:

Resolution 3279

RESOLUTION NO. 3279

A Resolution repealing sections 1, 2 and 3 of Resolution No. 2528, relating to parking; and establishing handicap parking.

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

Section 1. That section 1, section 2 and section 3 of Resolution No. 2528 are hereby repealed.

Section 2. That the easternmost parking stall on the north side of SE Court Street west of Main Street be, and it hereby is, designated exclusively as parking for persons with disabilities, and no person who does not lawfully possess a disabled parking permit and display a disabled parking placard as provided in ORS 811.602 shall stand or park a motor vehicle in such parking space.

Section 3. That the Director of Public Works is hereby directed to remove and install signs and otherwise mark the above parking spaces according to the provisions of this resolution.

Adopted: July 15, 2013
Approved: July 15, 2013

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RONALD L. FOGGIN,
CITY MANAGER

LANE P. SHETTERLY,
CITY ATTORNEY

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 10 d	Topic: Resolution 3280 Revising Fees and Charges for Weed Abatement
Prepared By: F Braun	Meeting Date: July 15, 2013	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED MOTION:

Approve Resolution 3280 revising Fees and Charges for the Weed Abatement Program.

BACKGROUND:

Section 5.45 of the Dallas City Code establishes the weed (obnoxious vegetation) abatement program. If, after due notice, the property owner does not abate the condition, the City is authorized to perform the work (or have it done) and make an assessment of the costs. The charges are to be set by Resolution (DCC Section 5.458).

Resolution 2653, adopted in 1994, established a \$32.50 per ½ hour (\$65.00 per hour) charge for the abatement process, with a minimum charge of \$65.00. The Resolution is vague, and does not distinguish between Staff time and Contractor time associated with the abatement process.

Direct Contractor cost and Staff time spent during the abatement process on a typical lot is as follows:

	Hrs.	Rate/Hr	Total		
				Staff Hourly Rate	\$32.50
				Finance Hourly Rate	\$38.00
				Contractor Hourly Rate	\$20.00
Initial Inspection	0.25	\$33	\$8.13		
First Letter	0.25	\$33	\$8.13		
Follow-up Inspection	0.25	\$33	\$8.13		
2nd Letter	0.25	\$33	\$8.13		
Pre-Contract Inspection	0.25	\$33	\$8.13		
Contact & Employ Contractor	0.5	\$33	\$16.25		
Contractor Work - Engr. Inspection	0.25	\$33	\$8.13		
Direct Payment to Contractor	1.5	\$20	\$30.00		
Contractor Payment - Finance Direct	0.25	\$38	\$9.50		
Billing to Property Owner- Finance	0.25	\$38	\$9.50		
Overhead & Admin (25%)			\$21.00		
Total:			\$135.00		
 Equivalent Hourly Rate:			 \$90.00		

It costs the City \$135.00 to abate a typical lot, including mower charges.

For a typical lot, a total of 4 hours is generally involved in order to go through the abatement process. If the rates established by Resolution 2653 (\$65/hr) were applied to the total abatement time (4 hrs) the charges would be \$260. If the charges were only applied to the contractor time (1.5 hrs), the total charge would be \$ 97.50.

In order to clarify the process, and ensure that the program has a clear and fair cost recovery element, Staff recommends revising Resolution 2653 to include all direct costs plus \$105 for staff time involved in the abatement process. This information was presented to the Public Works Committee. The Committee concurred with the Staff Recommendation. Attached is the proposed Resolution for consideration.

FISCAL IMPACT:

Accurate cost recovery for weed abatement program

ATTACHMENTS:

Resolution 3280

RESOLUTION NO. 3280

A Resolution establishing charges for abatement of obnoxious vegetation; and repealing Resolution No. 2653.

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

Section 1. That the charges for abatement of obnoxious vegetation authorized under Dallas City Code section 5.458 are as follows:

(1) The actual cost of abatement incurred by the city. For the purpose of this subsection, "actual cost" includes, but is not limited to, charges invoiced to the city for contract labor, materials, supplies and equipment.

(2) In addition to actual costs authorized under paragraph (1), above, there shall be assessed an administrative fee of \$105.

Section 2. Resolution No. 2653 is hereby repealed.

Adopted: July 15, 2013
Approved: July 15, 2013

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RONALD L. FOGGIN,
CITY MANAGER

LANE P. SHETTERLY,
CITY ATTORNEY

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 10e	Topic: Resolution No. 3281 – Project Financing
Prepared By: Jason Locke, Community Development/ Operations Director <i>JK</i>	Meeting Date:	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin	July 15, 2013	

RECOMMENDED MOTION: Adopt Resolution 3281

BACKGROUND:

As stated in the staff report regarding the IGA earlier in the agenda, Resolution 3281 authorizes the issuance and sale of a full faith and credit Financing Agreement and designates the City Manager and Finance Director to act as the authorized representatives of the City for the purpose of determining the final terms of the Financing Agreement as well as the execution of various agreements and documents (See Section 3). The Resolution also appoints Mersereau Shannon LLP as special counsel for the City and Western Financial Group, LLC as financial advisor to the City for the issuance of the Financing Agreement.

FISCAL IMPACT: The total principal of the loan will be \$750,000, plus interest and fees.

ATTACHMENTS:

Resolution No. 3281

RESOLUTION NO. 3281

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FULL FAITH AND CREDIT FINANCING AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$750,000; DESIGNATING AN AUTHORIZED REPRESENTATIVE AND SPECIAL COUNSEL; AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE DALLAS DEVELOPMENT COMMISSION, URBAN RENEWAL AGENCY; AND RELATED MATTERS.

WHEREAS, the City of Dallas, Polk County, Oregon (the “City”), is authorized by Oregon Revised Statutes (“ORS”) Section 271.390 to enter into financing agreements to finance real or personal property that the City determines is needed; and

WHEREAS, the City hereby determines that the removal, replacement, and widening of the existing sidewalks in the 800/900 Main Street in downtown Dallas; the installation and or relocation of associated infrastructure; the removal of all the existing street lights and associated overhead wires and their replacement with decorative lighting with flower baskets; the removal and replacement of street trees; the removal of all the existing benches and garbage cans and their replacement with a new design; and the removal and replacement of the ‘bulb-out’ areas at the intersections is needed (the “Project”); and

WHEREAS, pursuant to ORS 457.320 the City is authorized to exercise any of its powers to assist in the planning or the carrying out of an urban renewal plan.

WHEREAS, the City desires to obtain up to \$750,000 of financing for the Project; and

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Authorization. The City hereby authorizes:

A. Issuance of Financing Agreement. The City authorizes the issuance and negotiated sale of a full faith and credit financing agreement (the “**Financing Agreement**”) to Columbia State Bank (the “**Bank**”) pursuant to the Bank’s revised proposal dated July 11, 2013, in an amount not to exceed \$750,000, to finance the Project. The Financing Agreement shall be issued at an interest rate to be fixed at the time of funding. The interest rate shall be a fixed rate per annum based on the Federal Home Loan Bank of Seattle Long-Term, Fixed-Rate Amortizing Advances for 10 years, plus a spread of 1.01%, computed on the basis of a 30 day month, 360 day year. The City shall pay an origination fee of \$1,200 and the Bank’s counsel fees not to exceed \$2,500. The Financing Agreement shall be in a form satisfactory to the Authorized Representative (as defined below) and shall be for a term not longer than ten (10) years from the date of issuance.

Section 2. Security.

The payments under the Financing Agreement shall be payable from the general, non-restricted revenues of the City and other funds that may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the City to make payments under the Financing Agreement shall be a full faith and credit obligation of the City, **but** shall be subject to annual appropriation. The City is authorized to covenant in the Financing Agreement to include in its budget submitted to the City Council for approval the debt service for the Financing Agreement coming due during such budget year. The Financing Agreement will not be secured by any lien or security interest on any property, real or personal, except as set forth in the following sentence. As determined by the Authorized Representative and as additional security for the payments due under the Financing Agreement, the City may pledge to the Bank its rights to any Tax Increment Revenues and/or project and reserve funds pursuant to an intergovernmental agreement with the Dallas Development Commission, Urban Renewal Agency (the "Agency"), along with unspent proceeds, if any, of the loan.

Section 3. Designation of Authorized Representative.

The City hereby authorizes the City Manager or Finance Director (each an "**Authorized Representative**") to act as the authorized representative on behalf of the City and determine the remaining terms of the Financing Agreement as delegated in Section 4 below.

Section 4. Delegation of Final Terms of Financing Agreement and Additional Documents.

The Authorized Representative is authorized, on behalf of the City, to:

A. negotiate the terms of the Financing Agreement and enter into a commitment letter or purchase agreement related to the Financing Agreement;

B. establish the maturity and interest payment dates, dated date, principal amounts, prepayment provisions, interest rates, denominations, financial reporting requirements, and all other terms of the Financing Agreement as the Authorized Representative determines to be in the best interest of the City, and to execute and deliver the Financing Agreement;

C. designate the Financing Agreement as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), so long as the City and all subordinate entities do not reasonably expect to issue more than \$10,000,000 of tax-exempt obligations during the calendar year in which the Financing Agreement is entered into;

D. approve, execute and deliver a Tax Certificate;

E. execute and deliver a certificate specifying the action taken pursuant to this Resolution and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to enter into the Financing Agreement in

accordance with this Resolution and take any other actions that the Authorized Representative determines are necessary or desirable to finance the Project with the Financing Agreement in accordance with this Resolution;

F. enter into an intergovernmental agreement with the Agency in which the Agency agrees to pay tax increment revenues to the City in amounts and at times that are sufficient to allow the City to pay all or a portion of the amounts due under the Financing Agreement from those tax increment revenues (the “**Intergovernmental Agreement**”);

G. pledge or otherwise commit the amounts the City receives under the Intergovernmental Agreement to pay amounts due under the Financing Agreement; and

H. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue and deliver the Financing Agreement in accordance with this Resolution and take any other actions that the Authorized Representative determines are necessary or desirable to finance the Project with the Financing Agreement in accordance with this Resolution.

Section 5. Compliance with Internal Revenue Code.

The City hereby covenants for the benefit of the Bank to use the Financing Agreement proceeds and the Project financed with Financing Agreement proceeds in the manner required, and to otherwise comply with all provisions of the Code, so that interest paid on the Financing Agreement will not be includable in gross income of the Bank for federal income tax purposes. The City makes the following specific covenants with respect to the Code:

A. The City will not take any action or omit any action if it would cause the Financing Agreement to become an arbitrage bond under Section 148 of the Code.

B. The City shall operate the Project so that the Financing Agreement does not become a “private activity bond” within the meaning of Section 141 of the Code.

C. The City shall comply with appropriate Code reporting requirements.

D. The City shall pay, when due, all rebates and penalties with respect to the Financing Agreement that are required by Section 148(f) of the Code.

The covenants contained in this Section 5 and any covenants in the closing documents for the Financing Agreement shall constitute a contract with the Bank, and shall be enforceable by it. The Authorized Representative may enter into covenants on behalf of the City to protect the tax-exempt status of the Financing Agreement.

Section 6. Appointment of Special Counsel.

The City appoints Mersereau Shannon LLP as special counsel to the City for the issuance of the Financing Agreement.

Section 7. Appointment of Financial Advisor.

The City appoints Western Financial Group, LLC as financial advisor to the City for the issuance of the Financing Agreement.

Section 8. Resolution to Constitute Contract.

In consideration of the purchase and acceptance of the Financing Agreement, the provisions of this Resolution shall be part of the contract of the City with the Bank and shall be deemed to be and shall constitute a contract between the City and the Bank. The covenants, pledges, representations and warranties contained in this Resolution, in the Financing Agreement or in the closing documents executed in connection with the Financing Agreement and the other covenants and agreements herein set forth to be performed by or on behalf of the City shall be contracts for the benefit, protection and security of the Bank and shall be enforceable by the Bank.

Section 9. Intent to Reimburse.

It is the reasonable official intent of the City to reimburse itself for the capital expenditures associated with the Project with the proceeds of the Financing Agreement in the principal amount not to exceed \$750,000. This declaration of official intent is given pursuant to United States Treasury Regulations Section 1.150-2.

Section 10. Effective Date.

This resolution shall take effect on the date of its adoption and approval.

Adopted: July 15, 2013
Approved: July 15, 2013

By _____
Brian W. Dalton, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Ron Foggin, City Manager

Lane P. Shetterly, City Attorney

DALLAS CITY COUNCIL REPORT

TO: MAYOR BRIAN DALTON AND CITY COUNCIL

<i>City of Dallas</i>	Agenda Item No. 11 a	Topic: Ordinance 1757 – relating to sidewalk loan code
Prepared By: Emily Gagner	Meeting Date: July 15, 2013	Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approved By: Ron Foggin		

RECOMMENDED MOTION:

Allow Ordinance 1757 to pass its first reading and move on to a second reading at the August 5 Council meeting.

BACKGROUND:

At the June 24 Public Works Committee meeting, the Committee members discussed Dallas City Code Sections 3.700 through 3.710 which establish a sidewalk loan program. This program is not currently being used, as it is cumbersome for residents and staff, and has been replaced with a sidewalk grant program. This ordinance is to repeal Dallas City Code Sections 3.700 through 3.710 in order to make our Code follow in line with actual practice.

FISCAL IMPACT:

None

ATTACHMENTS:

Ordinance No. 1757

ORDINANCE NO. 1757

An Ordinance repealing Dallas City Code Sections 3.700 to 3.710, relating to loan program for sidewalk repairs.

THE CITY OF DALLAS DOES ORDAIN AS FOLLOWS:

Section 1. Dallas City Code Sections 3.700, 3.702, 3.704, 3.706, 3.708 and 3.710 are hereby repealed.

Read for the first time: July 15, 2013
Read for the second time: August 5, 2013
Passed by the City Council: August 5, 2013
Approved by the Mayor: August 5, 2013

BRIAN W. DALTON, MAYOR

ATTEST:

APPROVED AS TO FORM:

RONALD L. FOGGIN,
CITY MANAGER

LANE P. SHETTERLY,
CITY ATTORNEY