



Dallas City Council Agenda

Kenneth L. Woods, Jr., Presiding

Monday, May 20, 2024

7:00 PM

Dallas City Hall, 187 SE Court St. Dallas, OR 97338

All persons addressing the Council will please use the table at the front of the Council. All testimony is electronically streamed and recorded via the City of Dallas YouTube Channel:

<https://www.dallasor.gov/community/page/dallasyoutube>

AGENDA ITEM	RECOMMENDED ACTION
1. ROLL CALL, PLEDGE OF ALLEGIANCE	
2. INTRODUCTIONS, RECOGNITIONS, PROCLAMATIONS <ul style="list-style-type: none"> a) Dallas High School Thespians b) Carson Langford, US Nationals Champion Greco-Roman Wrestling c) Bertram Latta, Record Discus Throw d) EMS Week Proclamation p.4 	
3. PUBLIC COMMENT (SEE PAGE 3 FOR MORE INFORMATION) <p><i>This time is provided for citizens to comment on municipal issues and any agenda items other than public hearings.</i></p> <p style="text-align: center;"><u>To submit public comment by live telephone, please call:</u> +1 253 215 8782 MEETING ID: 213 855 0622</p> <p><i>*We encourage you to be logged into the public comment queue by 7:00pm*</i></p>	
4. CONSENT AGENDA <p><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></p> <ul style="list-style-type: none"> a) Approval of the May 6, 2024 Work Session Meeting Minutes p.5 b) Approval of the May 6, 2024 City Council Meeting Minutes p.6 c) April 2024 Financial Report p.8 d) November 2024 Election Forms p.32 	MOTION
5. ITEMS REMOVED FROM CONSENT AGENDA	
6. REPORTS OR COMMENTS FROM MAYOR AND COUNCIL MEMBERS	
7. REPORTS FROM CITY MANAGER AND STAFF	

COUNCIL

Mayor

Kenneth L Woods, Jr.

Council President

Michael Schilling

Councilor

Nancy Adams

Councilor

Carlos Barrientos

Councilor

Larry Briggs

Councilor

Kirsten Collins

Councilor

Kim Fitzgerald

Councilor

Micah Jantz

Councilor

David Shein

Councilor

Debbie Virden

CITY STAFF

City Manager

Brian Latta

Asst. City Manager

Emily Gagner

City Attorney

Lane Shetterly

Police Chief

Tom Simpson

Fire & EMS Chief

April Wallace

Economic & Community

Development Director

Charlie Mitchell

Public Works Director

Gary Marks

Library Director

Mark Johnson

Finance Director

Cecilia Ward

City Recorder

Kim Herring



Dallas City Council Agenda
Monday, May 20, 2024
7:00 pm

8. RESOLUTIONS

- a) Resolution No. 3424 authorizing a loan from the Safe Drinking Water Revolving Loan Fund by entering into a financing contract with the Oregon Infrastructure Finance Authority p.38

ROLL CALL
VOTE

9. OTHER BUSINESS

10. ADJOURNMENT



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Visit: www.dallasor.gov/community/page/dallasyoutube

Submit public testimony at a Dallas City Council Meeting or Planning Commission Meeting by Phone

We encourage you to be logged into the public comment queue by 7:00PM to ensure your comments will be received

Step 1: Dial: **+1 (253) 215-8782**

Step 2: Enter Meeting ID: **213 855 0622**

Step 3: Press **#**. This will set your participant ID as your telephone number.

Helpful Tips:

- Make sure to call in before the meeting start time
- You will be asked to speak during the public comment portion of the meeting (See page 1 of the meeting agenda). You will be called upon by phone number once the public comment period begins. All testimony will be electronically recorded.
- Do not use your speakerphone when calling to submit public comments as it may affect call quality.
- Turn off the volume on YouTube if you choose to watch the video live on YouTube while simultaneously commenting via telephone, otherwise you may experience audio feedback.
- Press ***6** to unmute yourself when asked by the recording secretary or presiding officer.



City of Dallas, Polk County, Oregon
Emergency Medical Services Week

WHEREAS, *emergency medical services is a vital public service, and*

WHEREAS, *the members of emergency medical services teams are ready to provide life-saving care to those in need 24 hours a day, seven days a week, and*

WHEREAS, *access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury, and*

WHEREAS, *emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine, and*

WHEREAS, *the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers, and*

WHEREAS, *the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills, and*

WHEREAS, *it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.*

NOW, THEREFORE, *I, Kenneth L. Woods, Jr., Mayor of the City of Dallas, in recognition of this event do hereby proclaim the week of May 19-26, 2024 as Emergency Medical Services Week. With the theme of the 50th Anniversary of EMS Week, “Honoring the Past. Forging the Future.”, reminding us to acknowledge the foundational work of those who came before us, while also striving to build and lead the EMS system we envision for our future.*

Signed this 20th day of May, 2024

Kenneth L. Woods, Jr., Mayor



**MEETING MINUTES
DALLAS CITY COUNCIL WORK SESSION
187 SE COURT ST, DALLAS OR 97338**

Monday, May 6, 2024

1 Mayor Kenneth L. Woods, Jr. called the City Council Work Session to order on Monday, May 6,
2 2024 at 6:00 pm.

3 **ROLL CALL**

4 **Councilors Present:** Council President Michael Schilling, Councilor Nancy Adams, Councilor
5 Larry Briggs, Councilor Micah Jantz, Councilor David Shein and Councilor Debbie Virden

6 **Mayor or Councilors Excused:** Councilor Carlos Barrientos, Councilor Kirsten Collins, and
7 Councilor Kim Fitzgerald

8 **Also Present:** Mayor Kenneth L. Woods, Jr., City Manager Brian Latta, City Attorney Lane
9 Shetterly, Police Chief Tom Simpson, Fire & EMS Chief April Wallace, Finance Director Cecil-
10 ia Ward, Economic & Community Development Director Charlie Mitchell, and City Recorder
11 Kim Herring

12 **Travel Salem Presentation**

13 Angie Villery, President & CEO of Travel Salem, presented the annual report. They are currently
14 in the process of doing a 2025-2030 strategic plan and encouraged the city councilors to be in-
15 volved.

16 **Fire Department Annual Update**

17 April Wallace, Fire & EMS Chief, presented the annual report highlighting new apparatus and
18 status of the current apparatus. The training hours and improved response times due to 24/7 paid
19 staff since July 2023.

20 **ADJOURNMENT:** 6:55 pm



**MEETING MINUTES
DALLAS CITY COUNCIL
187 SE COURT ST, DALLAS, OR 97338**

Monday, May 6, 2024

1 Mayor Kenneth L. Woods, Jr. called the City Council meeting to order on Monday, May 6, 2024
2 at 7:00 pm.

3 **ROLL CALL**

4 **Councilors Present:** Council President Michael Schilling, Councilor Nancy Adams, Councilor
5 Larry Briggs, Councilor Micah Jantz, Councilor David Shein and Councilor Debbie Virden

6 **Mayor or Councilors Excused:** Councilor Carlos Barrientos, Councilor Kirsten Collins, and
7 Councilor Kim Fitzgerald

8 **Also Present:** Mayor Kenneth L. Woods, Jr., City Manager Brian Latta, Assistant City Manager
9 Emily Gagner, City Attorney Lane Shetterly, Police Chief Tom Simpson, Fire & EMS Chief
10 April Wallace, Finance Director Cecilia Ward, Public Works Director Gary Marks, Economic &
11 Community Development Director Charlie Mitchell, Library Director Mark Greenhalgh-Johnson
12 and City Recorder Kim Herring

13 **INTRODUCTIONS, RECOGNITION, PROCLAMATIONS**

14 Brian Latta presented the Mayor and Council with framed group photos for each of them to take
15 home.

16 Mayor Woods presented proclamations for Police Week and National Public Works Week.

17 **PUBLIC COMMENT**

18 Wendell Whistler provided comment regarding the intersection of Ellendale and Fir Villa.

19 Michael Barnes provided comment regarding an annual ham radio gathering that is normally
20 held in Dallas City Park but there is a conflict this year with the Community Campout. He is
21 seeking permission to hold his event at Kingsborough Park.

22 Betty Knofler provided comment regarding the increase in development and traffic in Dallas.

23 **CONSENT AGENDA**

24 **a) Approval of the April 15, 2024 City Council Meeting Minutes**

25 Councilor Shein moved and Councilor Briggs seconded to approve the Consent Agenda as pre-
26 sented. The vote was taken and the motion passed with a vote of 6-0.

27 **REPORTS OR COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

28 Council President Schilling provided a report on a presentation by Salem Health that he attended
29 along with Councilor Adams and Mr. Latta regarding the State of Healthcare.

30 Councilor Briggs asked Mr. Latta to provide an update on the intersection at Ellendale and Fir
31 Villa. Mr. Latta told the council and audience that the City and County are in the planning stages
32 of putting in a signal at the intersection. Once a plan is developed they will present it to ODOT.
33 He also provided an update on the City's water storage rights, wastewater treatment plant and
34 stormwater runoff.

35 **REPORTS FROM CITY MANAGER AND STAFF**

36 **Annual Audit Presentation**

37 Mr. Latta invited Cecilia Ward to come forward and introduce the next topic. Ms. Ward in-
38 troduced Brad Bingenheimer from SingerLewak who virtually presented the annual audit.

39 **Mid-Willamette Valley Council of Governments Master Services Agreement**

1 Mr. Latta presented an Intergovernmental Agreement with Mid-Willamette Valley Council of
2 Governments which establishes rates for services for the year.

3 Councilor Briggs moved and Councilor Shein seconded to approve the Mid-Willamette Valley
4 Council of Government’s Master Services Agreement form, and direct the City Manager to sign
5 the agreement. The vote was taken and the motion passed with a vote of 6-0.

6 **Chemeketa Cooperative Regional Library Services Agreement – Amendment #1**

7 Mr. Latta presented the amendment to the CCRLS Agreement.

8 Councilor Adams moved and Councilor Virden seconded to approve the Chemeketa Cooperative
9 Regional Library Services IGA Amendment #1 and direct the City Manager to sign the amend-
10 ment. The vote was taken and the motion passed with a vote of 6-0.

11 Mr. Latta also wanted to give kudos to Mikayla Slawosky for a successful first Farmer’s Market
12 of the season. This is the first time Dallas has had a Farmer’s Market since COVID. Despite the
13 weather, the attendance was great and several of the vendors sold out their wares.

14 Mr. Latta also updated the council members on the Resilience Grants that the City recently ap-
15 plied for through Oregon Emergency Management. Grants will be awarded and funds delivered
16 to the recipients by June 30th, 2024.

17 **ADJOURNMENT: 8:06 pm**

18 **Read and approved this _____ day of _____ 2024.**

19

20 _____

21 **Mayor**


22

23 _____

24 **City Manager**



**CITY COUNCIL
STAFF REPORT**

MEETING DATE: May 20, 2024
AGENDA ITEM NO. 4.c
TOPIC: April 2024 Financial Report
PREPARED BY: Cecilia Ward
APPROVED BY:  City Manager
ATTACHMENTS: A – April 2024 Financial Report

RECOMMENDED ACTION:

Information Only

BACKGROUND:

April 2024 financial highlights:

Percent collected/spent should be at 83.33%. This can vary up or down depending on seasonal or one-time revenues and expenditures.

The following budgeted capital improvement payments were made in April:

- General Fund – Fire – Generator installation \$27,229; Hoses/Appliances \$2,245
- General Fund – Police – Vehicle \$17,322
- General Fund – Parks – Siding & roofing Bldg A,B,F \$18,346
- General Fund – ARPA Projects – Spartan S-180 Series Model 3114 Pumper \$803,406
- General Fund – ARPA Projects – Japanese Garden Bridge work \$2,373
- Street Fund – Replacement banner poles \$26,550
- Street, Sewer, Water, Stormwater, Fleet Funds – PW Building permit/materials \$5,534
- Sewer SDC – LaCreole sewer project - engineering \$26,643
- Water SDC – Water Supply Expansion – engineering \$11,678
- Sewer Fund – I & I – Orchard St pipe installation \$25,000
- Sewer Fund – WWTF Equipment Replacement – Variable frequency pump \$19,764
- Water Fund – Clay St Reservoir Project – covers/contracting work \$214,620
- Water Fund – Clay St Line Rehab – parts and materials \$16,550

SUMMARY TIMELINE:

NA

FISCAL IMPACT:

NA

RECOMMENDED MOTION:

NA - Approval of consent agenda acknowledges this report.



Financial Statement Versus Budget

...		April		2023-2024		2023-2024		2023-2024		Budget		% of Budget	
		2023-2024		2023-2024		2023-2024		2023-2024		Budget		% of Budget	
		MTD Activity		YTD Activity		Budget		Remaining		Used			
10 - GENERAL FUND													
Revenue													
10-400-00-5900	BEGINNING BALANCE	0.00	4,974,672.87	3,425,000.00	-1,549,672.87	145%							
10-400-00-5903	BEGINNING BALANCE - ARP/	0.00	0.00	3,070,000.00	3,070,000.00	0%							
10-410-01-4210	LICENSES	70.00	1,530.00	1,500.00	-30.00	102%							
10-410-01-4481	PLANNING	9,760.73	105,357.64	80,000.00	-25,357.64	132%							
10-420-01-4440	AMBULANCE FEES	230,220.68	1,574,497.76	2,000,000.00	425,502.24	79%							
10-420-01-4441	FIRE MED MEMBERSHIP	600.00	55,894.00	60,000.00	4,106.00	93%							
10-420-01-4444	GEMT CCO PROGRAM	4,819.00	200,599.00	250,000.00	49,401.00	80%							
10-420-01-4446	FIRE CHARGES FOR SERVIC	5.00	380.00	0.00	-380.00	0%							
10-420-01-4510	FINES AND FORFEITURES	9,655.16	60,396.00	90,000.00	29,604.00	67%							
10-420-01-4511	PARKING FINES	95.13	983.10	4,000.00	3,016.90	25%							
10-420-01-4515	COURT COSTS	3,505.66	27,237.51	40,000.00	12,762.49	68%							
10-420-01-4518	SUSPENDED LICENSES	89.38	825.00	1,500.00	675.00	55%							
10-440-01-4480	AQUATIC CENTER	59,112.28	481,779.41	550,000.00	68,220.59	88%							
10-440-01-4486	COMMUNITY EVENT FEES/SI	7,575.00	18,431.00	15,000.00	-3,431.00	123%							
10-440-01-4535	LIBRARY CCRLS-CHEMEKET	40,241.50	120,724.50	160,967.00	40,242.50	75%							
10-450-00-4100	CURRENT PROPERTY TAXES	22,655.21	5,523,978.96	5,640,000.00	116,021.04	98%							
10-450-00-4110	DELINQUENT PROPERTY TA	4,998.43	77,119.29	100,000.00	22,880.71	77%							
10-455-00-4150	CIGARETTE TAX APPORTION	884.84	9,036.15	11,000.00	1,963.85	82%							
10-455-00-4151	STATE REVENUE SHARING	0.00	108,491.16	200,000.00	91,508.84	54%							
10-455-00-4152	OLCC TAX APPORTIONMENT	19,983.97	222,267.72	340,000.00	117,732.28	65%							
10-455-00-4180	TRANSIENT LODGING TAX	3,103.52	70,247.04	140,000.00	69,752.96	50%							
10-455-00-4354	OTHER STATE REVENUES	0.00	136,433.42	100,000.00	-36,433.42	136%							
10-460-00-4140	POWER FRANCHISE	85,941.02	686,443.07	750,000.00	63,556.93	92%							
10-460-00-4142	GAS FRANCHISE	0.00	309,341.52	275,000.00	-34,341.52	112%							
10-460-00-4144	GARBAGE FRANCHISE	0.00	121,669.27	235,000.00	113,330.73	52%							
10-460-00-4145	DATA FRANCHISE	0.00	111,977.96	130,000.00	18,022.04	86%							
10-460-00-4146	TELEPHONE FRANCHISE	22.85	26,216.67	28,000.00	1,783.33	94%							
10-460-00-4147	CABLEVISION FRANCHISE	0.00	40,740.06	90,000.00	49,259.94	45%							
10-470-00-4361	SENIOR CENTER PROGRAM	1,575.26	10,552.13	20,000.00	9,447.87	53%							
10-470-00-4922	REIMBURSEMENTS & FUND	131,973.33	1,319,733.30	1,583,680.00	263,946.70	83%							
10-480-00-4610	INTEREST ON INVESTMENTS	127,788.78	421,670.85	200,000.00	-221,670.85	211%							
10-480-00-4830	MISCELLANEOUS REVENUE	6,486.65	148,021.19	150,000.00	1,978.81	99%							
10-499-00-4948	TRANSFER FROM UR-DEBT	0.00	86,367.38	148,915.00	62,547.62	58%							
Revenue Totals		771,163.38	17,053,614.93	19,889,562.00	2,835,947.07	86%							
Expense													
Administration													
10-020-50-6051	SALARIES	36,292.73	366,828.80	415,000.00	48,171.20	88%							
10-020-50-6061	FRINGE BENEFITS	19,730.03	202,754.62	250,000.00	47,245.38	81%							
10-020-50-6208	PUBLIC NOTICES	0.00	555.00	2,500.00	1,945.00	22%							
10-020-50-6210	MATERIALS AND SUPPLIES	155.79	4,670.67	6,000.00	1,329.33	78%							
10-020-50-6309	REPAIRS AND MAINTENANCE	0.00	0.00	1,500.00	1,500.00	0%							
10-020-50-6391	MAYOR EXPENSES	529.49	4,655.04	6,000.00	1,344.96	78%							
10-020-50-6392	COUNCIL EXPENSES	89.48	4,711.98	15,000.00	10,288.02	31%							
10-020-50-6401	TELECOMMUNICATIONS	32.16	130.91	300.00	169.09	44%							
10-020-50-6430	MAINTENANCE & RENTAL CO	1,146.91	8,987.23	10,000.00	1,012.77	90%							
10-020-50-6452	COMPUTER SERVICES	2,129.29	7,294.66	10,000.00	2,705.34	73%							
10-020-50-6465	PROFESSIONAL SERVICES	2,903.92	70,011.38	100,000.00	29,988.62	70%							
10-020-50-6468	CITY ATTORNEY	4,900.00	49,000.00	59,000.00	10,000.00	83%							
10-020-50-6475	EMPLOYEE DEVELOPMENT	54.10	5,121.22	7,000.00	1,878.78	73%							
10-020-50-6476	EMERGENCY MANAGEMENT	0.00	358.71	2,000.00	1,641.29	18%							
10-020-50-6477	RISK MANAGEMENT	0.00	0.00	700.00	700.00	0%							
10-020-50-6481	TRAVEL AND EDUCATION	518.81	10,462.85	14,000.00	3,537.15	75%							

City Council Meeting
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Financial Statement Versus Budget

For Fiscal: 2023-2024 Period Ending: 4/30/2024

...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
10-020-50-6600	MISCELLANEOUS	345.40	5,766.48	11,000.00	5,233.52	52%
10-020-50-6602	150TH CELEBRATION	48.00	12,869.61	15,000.00	2,130.39	86%
	Administration Totals	68,876.11	754,179.16	925,000.00	170,820.84	82%

Financial Statement Versus Budget

For Fiscal: 2023-2024 Period Ending: 4/30/2024

...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
Finance						
10-030-50-6051	SALARIES	27,953.26	279,102.66	335,000.00	55,897.34	83%
10-030-50-6061	FRINGE BENEFITS	14,511.96	147,858.16	185,000.00	37,141.84	80%
10-030-50-6202	POSTAGE	1,667.04	6,931.45	10,000.00	3,068.55	69%
10-030-50-6209	PUBLIC NOTICES/ADVERTISI	0.00	0.00	300.00	300.00	0%
10-030-50-6210	MATERIALS AND SUPPLIES	2,913.39	5,900.04	12,000.00	6,099.96	49%
10-030-50-6350	OFFICE EXPENSES	51.08	547.46	4,000.00	3,452.54	14%
10-030-50-6401	TELECOMMUNICATIONS	340.34	4,277.88	7,000.00	2,722.12	61%
10-030-50-6430	MAINTENANCE & RENTAL CC	44.28	2,407.29	3,700.00	1,292.71	65%
10-030-50-6452	COMPUTER SERVICES	1,768.77	54,812.41	45,000.00	-9,812.41	122%
10-030-50-6464	BILLING SERVICES	3,359.88	33,209.89	35,000.00	1,790.11	95%
10-030-50-6465	PROFESSIONAL SERVICES	9,190.59	91,780.00	117,000.00	25,220.00	78%
10-030-50-6471	AUDIT	810.00	54,357.00	75,000.00	20,643.00	72%
10-030-50-6478	MUNICIPAL MEMBERSHIPS	0.00	32,547.55	33,000.00	452.45	99%
10-030-50-6481	TRAVEL AND EDUCATION	86.16	5,024.55	8,000.00	2,975.45	63%
	Finance Totals	62,696.75	718,756.34	870,000.00	151,243.66	83%

Financial Statement Versus Budget

For Fiscal: 2023-2024 Period Ending: 4/30/2024

...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
Facilities						
10-040-50-6051	SALARIES	9,524.96	87,028.79	110,000.00	22,971.21	79%
10-040-50-6061	FRINGE BENEFITS	4,969.81	51,976.19	70,000.00	18,023.81	74%
10-040-50-6210	MATERIALS AND SUPPLIES	1,270.11	10,574.88	20,000.00	9,425.12	53%
10-040-50-6309	REPAIRS AND MAINTENANCE	3,197.50	37,006.81	40,000.00	2,993.19	93%
10-040-50-6355	SAFETY/OSHA	0.00	580.73	2,000.00	1,419.27	29%
10-040-50-6401	TELECOMMUNICATIONS	139.82	1,344.55	2,000.00	655.45	67%
10-040-50-6406	HVAC, ENERGY AND LIGHTING	2,857.86	22,814.59	35,000.00	12,185.41	65%
10-040-50-6407	SENIOR CENTER UTILITIES/MAINTENANCE	1,397.23	17,658.95	20,000.00	2,341.05	88%
10-040-50-6430	MAINTENANCE & RENTAL CONTRACTS	190.40	2,001.70	2,500.00	498.30	80%
10-040-50-6433	FLEET SERVICE TOTAL CARPOOLING	125.00	1,250.00	1,500.00	250.00	83%
10-040-50-6452	COMPUTER SERVICES	784.79	2,268.93	2,000.00	-268.93	113%
10-040-50-6465	PROFESSIONAL SERVICES	2,430.41	8,399.83	9,000.00	600.17	93%
10-040-50-6481	TRAVEL AND EDUCATION	0.00	207.20	3,000.00	2,792.80	7%
10-040-50-6504	BUILDING IMPROVEMENTS	0.00	0.00	27,667.00	27,667.00	0%
10-040-50-6600	MISCELLANEOUS	751.43	5,391.69	10,000.00	4,608.31	54%
	Facilities Totals	27,639.32	248,504.84	354,667.00	106,162.16	70%

Financial Statement Versus Budget

For Fiscal: 2023-2024 Period Ending: 4/30/2024

...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
Municipal Court						
10-050-51-6051	SALARIES	5,860.03	60,360.59	75,000.00	14,639.41	80%
10-050-51-6061	FRINGE BENEFITS	3,433.71	36,389.41	45,000.00	8,610.59	81%
10-050-51-6201	OFFICE SUPPLIES	76.55	247.04	4,800.00	4,552.96	5%
10-050-51-6210	MATERIALS AND SUPPLIES	109.39	4,747.63	7,000.00	2,252.37	68%
10-050-51-6402	TELECOMMUNICATIONS	12.49	70.59	200.00	129.41	35%
10-050-51-6452	COMPUTER SERVICES	158.79	7,572.29	12,000.00	4,427.71	63%
10-050-51-6465	PROFESSIONAL SERVICES	16,917.06	64,681.01	85,000.00	20,318.99	76%
10-050-51-6469	PROSECUTION	3,500.00	35,000.00	42,000.00	7,000.00	83%
10-050-51-6481	TRAVEL AND EDUCATION	0.00	0.00	2,000.00	2,000.00	0%
	Municipal Court Totals	30,068.02	209,068.56	273,000.00	63,931.44	77%

Financial Statement Versus Budget

For Fiscal: 2023-2024 Period Ending: 4/30/2024

...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
Fire Department						
10-070-51-6051	SALARIES	146,650.38	1,432,114.34	1,785,000.00	352,885.66	80%
10-070-51-6053	OVERTIME	20,832.24	161,270.47	160,000.00	-1,270.47	101%
10-070-51-6061	FRINGE BENEFITS	99,548.89	905,444.63	1,185,000.00	279,555.37	76%
10-070-51-6201	OFFICE SUPPLIES	233.80	4,659.28	4,500.00	-159.28	104%
10-070-51-6207	FIRE MED ADVERTISING	0.00	2,466.00	7,200.00	4,734.00	34%
10-070-51-6209	FORMS/PRINTING	0.00	134.00	800.00	666.00	17%
10-070-51-6211	MATERIAL & SUPPLIES/LAUN	3,394.81	76,846.40	116,000.00	39,153.60	66%
10-070-51-6240	FUEL	0.00	44,700.32	75,000.00	30,299.68	60%
10-070-51-6270	UNIFORM ALLOWANCE	318.69	11,159.86	12,000.00	840.14	93%
10-070-51-6309	REPAIRS AND MAINTENANCE	1,331.71	27,698.62	43,000.00	15,301.38	64%
10-070-51-6315	REPLACEMENT - EQUIPMENT	0.00	12,334.11	23,500.00	11,165.89	52%
10-070-51-6318	REPLACEMENT - RADIOS/PA	3,931.52	4,691.16	9,000.00	4,308.84	52%
10-070-51-6319	REPLACEMENT - TURNOUTS	6,793.39	15,815.63	30,000.00	14,184.37	53%
10-070-51-6401	TELECOMMUNICATIONS	1,320.36	11,857.13	12,500.00	642.87	95%
10-070-51-6406	HVAC, ENERGY AND LIGHTING	1,906.43	17,316.47	22,500.00	5,183.53	77%
10-070-51-6430	MAINTENANCE & RENTAL COSTS	2,399.96	28,030.25	27,000.00	-1,030.25	104%
10-070-51-6433	FLEET SERVICE TOTAL CAR	6,833.33	112,033.30	125,700.00	13,666.70	89%
10-070-51-6452	COMPUTER SERVICES	2,868.09	39,401.00	38,000.00	-1,401.00	104%
10-070-51-6461	DISPATCH SERVICES	3,480.40	124,625.27	165,000.00	40,374.73	76%
10-070-51-6465	PROFESSIONAL SERVICES	17,093.34	218,483.05	213,500.00	-4,983.05	102%
10-070-51-6474	FIRE PREVENTION PROGRAMS	553.40	3,239.61	3,500.00	260.39	93%
10-070-51-6481	TRAVEL AND EDUCATION	1,719.74	20,496.08	45,000.00	24,503.92	46%
10-070-51-6500	EQUIPMENT	31,296.85	90,446.26	180,929.00	90,482.74	50%
10-070-51-6801	DEBT SERVICE - PRINCIPAL	0.00	42,388.38	42,389.00	0.62	100%
10-070-51-6802	DEBT SERVICE - INTEREST	0.00	2,424.62	2,425.00	0.38	100%
10-070-51-6914	TRANSFER TO FIRE VOLUNTEERS	7,108.33	71,083.30	85,300.00	14,216.70	83%
	Fire Department Totals	359,615.66	3,481,159.54	4,414,743.00	933,583.46	79%

Financial Statement Versus Budget

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...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
Police Department						
10-080-51-6051	SALARIES	177,762.32	1,694,715.56	2,190,000.00	495,284.44	77%
10-080-51-6053	OVERTIME	2,839.40	95,267.93	100,000.00	4,732.07	95%
10-080-51-6061	FRINGE BENEFITS	101,853.78	1,018,475.47	1,415,000.00	396,524.53	72%
10-080-51-6201	OFFICE SUPPLIES	53.45	4,068.19	5,600.00	1,531.81	73%
10-080-51-6210	MATERIALS AND SUPPLIES	370.53	6,390.70	8,500.00	2,109.30	75%
10-080-51-6231	WEAPONS SKILLS	4,833.59	5,687.51	8,000.00	2,312.49	71%
10-080-51-6232	INVESTIGATIONS	89.99	9,882.64	15,000.00	5,117.36	66%
10-080-51-6235	FIRING RANGE IMPROVEMEI	37.71	577.71	3,500.00	2,922.29	17%
10-080-51-6236	EVIDENCE CONTROL	248.10	1,923.55	2,500.00	576.45	77%
10-080-51-6240	FUEL	44.75	35,085.33	60,000.00	24,914.67	58%
10-080-51-6272	UNIFORMS & CLEANING	31.72	16,402.34	18,000.00	1,597.66	91%
10-080-51-6315	OTHER EQUIPMENT	0.00	6,569.79	10,000.00	3,430.21	66%
10-080-51-6355	SAFETY/OSHA	0.00	3,777.41	5,500.00	1,722.59	69%
10-080-51-6401	TELECOMMUNICATIONS	2,009.67	18,617.40	23,500.00	4,882.60	79%
10-080-51-6430	MAINTENANCE & RENTAL CC	4,251.07	25,537.09	31,000.00	5,462.91	82%
10-080-51-6433	FLEET SERVICE TOTAL CARI	7,500.00	75,000.00	90,000.00	15,000.00	83%
10-080-51-6452	COMPUTER SERVICES	2,107.12	39,718.45	37,000.00	-2,718.45	107%
10-080-51-6461	DISPATCH SERVICES	0.00	181,940.27	257,000.00	75,059.73	71%
10-080-51-6465	PROFESSIONAL SERVICES	8.25	17,542.26	31,600.00	14,057.74	56%
10-080-51-6472	COMMUNITY RELATIONS	0.00	943.68	1,300.00	356.32	73%
10-080-51-6475	EMPLOYEE DEVELOPMENT	0.00	733.91	3,000.00	2,266.09	24%
10-080-51-6479	PROFESSIONAL MEMBERSH	0.00	1,300.00	1,500.00	200.00	87%
10-080-51-6481	TRAVEL AND TRAINING	853.68	13,684.72	19,000.00	5,315.28	72%
10-080-51-6500	EQUIPMENT	0.00	83,446.09	113,272.00	29,825.91	74%
10-080-51-6501	VEHICLES	18,984.25	94,163.77	107,000.00	12,836.23	88%
10-080-51-6740	RAIN/MARK43	5,835.00	20,473.79	27,000.00	6,526.21	76%
	Police Department Totals	329,714.38	3,471,925.56	4,583,772.00	1,111,846.44	76%

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...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
Library						
10-090-53-6051	SALARIES	32,804.23	319,307.72	387,500.00	68,192.28	82%
10-090-53-6061	FRINGE BENEFITS	17,266.70	168,187.45	204,000.00	35,812.55	82%
10-090-53-6201	OFFICE SUPPLIES	363.18	3,148.90	3,900.00	751.10	81%
10-090-53-6202	POSTAGE	20.02	44.78	125.00	80.22	36%
10-090-53-6210	MATERIALS AND SUPPLIES	238.53	2,908.88	3,500.00	591.12	83%
10-090-53-6260	PERIODICALS	28.00	2,396.23	2,500.00	103.77	96%
10-090-53-6300	MAINTENANCE & RENTAL CO	0.00	1,181.50	3,000.00	1,818.50	39%
10-090-53-6309	REPAIRS AND MAINTENANCE	0.00	6,659.61	5,500.00	-1,159.61	121%
10-090-53-6358	E-RESOURCES/AUDIO VISUAL	112.59	1,364.68	3,000.00	1,635.32	45%
10-090-53-6359	BOOKS	0.00	36,335.47	49,000.00	12,664.53	74%
10-090-53-6396	SPECIAL PROGRAMS	0.00	725.00	725.00	0.00	100%
10-090-53-6401	TELECOMMUNICATIONS	169.00	1,827.13	2,750.00	922.87	66%
10-090-53-6406	HVAC, ENERGY AND LIGHTING	1,464.94	11,466.48	17,000.00	5,533.52	67%
10-090-53-6452	COMPUTER SERVICES	54.72	2,872.74	2,750.00	-122.74	104%
10-090-53-6466	PROFESSIONAL SERVICES-CONSULTING	105.15	444.99	3,000.00	2,555.01	15%
10-090-53-6481	TRAVEL AND EDUCATION	0.00	13.44	1,500.00	1,486.56	1%
10-090-53-6526	BUILDING IMPROVEMENTS	0.00	97,157.50	98,000.00	842.50	99%
10-090-53-6600	MISCELLANEOUS	72.43	1,573.46	1,750.00	176.54	90%
	Library Totals	52,699.49	657,615.96	789,500.00	131,884.04	83%

...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
Parks						
10-103-53-6051	SALARIES	27,931.83	274,457.48	330,000.00	55,542.52	83%
10-103-53-6053	OVERTIME	0.00	945.87	0.00	-945.87	0%
10-103-53-6061	FRINGE BENEFITS	13,423.49	144,429.84	235,000.00	90,570.16	61%
10-103-53-6210	MATERIALS AND SUPPLIES	902.69	10,053.59	16,000.00	5,946.41	63%
10-103-53-6240	FUEL	595.74	5,805.86	11,000.00	5,194.14	53%
10-103-53-6309	REPAIRS AND MAINTENANCE	0.00	5,334.30	6,500.00	1,165.70	82%
10-103-53-6323	MISCELLANEOUS TOOLS	51.98	450.72	2,000.00	1,549.28	23%
10-103-53-6401	TELECOMMUNICATIONS	165.50	1,654.71	2,500.00	845.29	66%
10-103-53-6406	HVAC, ENERGY AND LIGHTING	1,320.05	5,877.16	8,000.00	2,122.84	73%
10-103-53-6430	MAINTENANCE & RENTAL COSTS	520.00	6,761.00	8,500.00	1,739.00	80%
10-103-53-6433	FLEET SERVICE TOTAL COST	1,916.67	19,166.70	23,000.00	3,833.30	83%
10-103-53-6452	COMPUTER SERVICES	191.68	1,627.07	4,000.00	2,372.93	41%
10-103-53-6459	RECREATION	0.00	0.00	500.00	500.00	0%
10-103-53-6460	COMMUNITY EVENTS AND PROGRAMS	2,025.00	63,350.23	90,000.00	26,649.77	70%
10-103-53-6465	PROFESSIONAL SERVICES	8.25	9,453.32	15,000.00	5,546.68	63%
10-103-53-6475	EMPLOYEE DEVELOPMENT	0.00	274.00	1,000.00	726.00	27%
10-103-53-6481	TRAVEL AND EDUCATION	13.79	1,576.41	5,000.00	3,423.59	32%
10-103-53-6483	VEGETATION MANAGEMENT	1,250.00	7,647.40	10,000.00	2,352.60	76%
10-103-53-6504	BUILDING/PARK IMPROVEMENTS	18,446.00	70,953.30	90,000.00	19,046.70	79%
	Parks Totals	68,762.67	629,818.96	858,000.00	228,181.04	73%

...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
Aquatic Center						
10-105-53-6051	SALARIES	45,217.73	386,810.98	510,000.00	123,189.02	76%
10-105-53-6053	OVERTIME	0.00	8,329.84	5,000.00	-3,329.84	167%
10-105-53-6061	FRINGE BENEFITS	14,991.56	144,663.07	170,000.00	25,336.93	85%
10-105-53-6204	PRINTING & POSTAGE	0.00	3.03	100.00	96.97	3%
10-105-53-6207	ADVERTISING	0.00	2,520.00	2,500.00	-20.00	101%
10-105-53-6210	MATERIALS AND SUPPLIES	0.00	1,614.29	3,500.00	1,885.71	46%
10-105-53-6212	SUPPLIES - JANITORIAL	616.58	7,589.85	10,900.00	3,310.15	70%
10-105-53-6223	PRO SHOP & CONCESSIONS	1,502.73	23,275.70	28,000.00	4,724.30	83%
10-105-53-6224	PROGRAM SUPPLIES	0.00	1,636.52	2,500.00	863.48	65%
10-105-53-6234	UNIFORMS	0.00	611.42	1,000.00	388.58	61%
10-105-53-6251	CHEMICALS	614.83	37,473.95	33,000.00	-4,473.95	114%
10-105-53-6309	REPAIRS AND MAINTENANCE	0.00	22,746.18	30,000.00	7,253.82	76%
10-105-53-6350	OFFICE EXPENSES	0.00	733.95	2,000.00	1,266.05	37%
10-105-53-6400	ELECTRICAL SERVICE	7,416.01	64,505.55	80,000.00	15,494.45	81%
10-105-53-6401	TELECOMMUNICATIONS	599.29	5,969.34	7,000.00	1,030.66	85%
10-105-53-6412	GAS SERVICE	5,967.43	59,877.24	90,000.00	30,122.76	67%
10-105-53-6452	COMPUTER SERVICES	622.77	6,761.77	9,000.00	2,238.23	75%
10-105-53-6465	PROFESSIONAL SERVICES	446.87	19,370.28	17,000.00	-2,370.28	114%
10-105-53-6481	TRAVEL AND EDUCATION	157.09	1,336.56	1,500.00	163.44	89%
10-105-53-6482	PROFESSIONAL SERVICES-	3,076.76	22,532.91	27,000.00	4,467.09	83%
10-105-53-6500	EQUIPMENT	0.00	15,884.40	60,000.00	44,115.60	26%
10-105-53-6600	MISCELLANEOUS	115.79	3,138.57	4,000.00	861.43	78%
	Aquatic Center Totals	81,345.44	837,385.40	1,094,000.00	256,614.60	77%

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...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
Economic and Community Development						
10-108-50-6051	SALARIES	30,305.00	301,208.96	334,000.00	32,791.04	90%
10-108-50-6061	FRINGE BENEFITS	15,675.88	164,310.26	200,000.00	35,689.74	82%
10-108-50-6200	MATERIALS AND SUPPLIES	540.05	2,073.48	3,000.00	926.52	69%
10-108-50-6205	PRINTING	0.00	281.50	500.00	218.50	56%
10-108-50-6209	PUBLIC NOTICES/ADVERTISI	0.00	570.75	1,500.00	929.25	38%
10-108-50-6240	FUEL	270.86	1,997.09	1,500.00	-497.09	133%
10-108-50-6350	OFFICE EXPENSES	33.99	1,214.78	3,500.00	2,285.22	35%
10-108-50-6394	PLANNING COMMISSION EXI	0.00	0.00	500.00	500.00	0%
10-108-50-6395	TOURISM	15,225.00	60,445.00	80,000.00	19,555.00	76%
10-108-50-6397	ECONOMIC DEVELOPMENT	12,475.00	33,174.25	56,000.00	22,825.75	59%
10-108-50-6401	TELECOMMUNICATIONS	159.18	1,469.92	1,500.00	30.08	98%
10-108-50-6433	FLEET SERVICE TOTAL CARI	333.33	3,333.30	4,000.00	666.70	83%
10-108-50-6452	COMPUTER SERVICES	204.38	7,492.70	5,000.00	-2,492.70	150%
10-108-50-6457	WEED ABATEMENT	573.51	3,190.10	10,000.00	6,809.90	32%
10-108-50-6458	RV ABATEMENT	0.00	1,200.00	10,000.00	8,800.00	12%
10-108-50-6465	PROFESSIONAL SERVICES	74.04	28,136.32	62,500.00	34,363.68	45%
10-108-50-6481	TRAVEL AND EDUCATION	1,374.00	11,749.21	15,000.00	3,250.79	78%
10-108-50-6600	MISCELLANEOUS	358.78	3,824.31	5,000.00	1,175.69	76%
Economic and Community Development Totals		77,603.00	625,671.93	793,500.00	167,828.07	79%

...		April	2023-2024	2023-2024	Budget	% of Budget
		MTD Activity	YTD Activity	Budget	Remaining	Used
Non-Departmental & Contingency						
10-111-50-6502	ARPA PROJECTS	803,546.56	1,965,841.57	3,070,000.00	1,104,158.43	64%
10-111-50-6503	IT EQUIPMENT	3,250.00	34,729.48	50,000.00	15,270.52	69%
10-111-50-6801	DEBT SERVICE-UR PRINCIPAL	0.00	85,160.00	124,160.00	39,000.00	69%
10-111-50-6815	DEBT SERVICE UR-INTEREST	0.00	12,967.38	24,755.00	11,787.62	52%
10-111-50-6823	2016 JEFFERSON ST BLDG-F	2,267.00	22,547.00	27,090.00	4,543.00	83%
10-111-50-6824	2016 JEFFERSON ST BLDG-II	81.00	933.00	1,087.00	154.00	86%
10-111-50-6932	TRANSFER TO RISK MANAGE	0.00	335,000.00	335,000.00	0.00	100%
10-111-50-6970	OPERATING CONTINGENCIE	0.00	0.00	185,200.00	185,200.00	0%
10-111-50-6990	UNAPPROPRIATED FUND BAL	0.00	0.00	1,116,088.00	1,116,088.00	0%
Non-Departmental & Contingency Totals		809,144.56	2,457,178.43	4,933,380.00	2,476,201.57	50%

Expense Totals	1,968,165.40	14,091,264.68	19,889,562.00	5,798,297.32	71%
Revenues Over Expenses	-1,197,002.02	2,962,350.25	0.00	-2,962,350.25	0%

14 - RISK MANAGEMENT FUND

<u>Revenue</u>						
14-400-00-5900	BEGINNING BALANCE	0.00	48,132.88	20,000.00	-28,132.88	241%
14-480-00-4830	MISCELLANEOUS REVENUE	0.00	50,398.92	10,000.00	-40,398.92	504%
14-499-00-4930	TRANSFER FROM GENERAL	0.00	335,000.00	335,000.00	0.00	100%
14-499-00-4932	TRANSFER FROM BUILDING	0.00	8,500.00	8,500.00	0.00	100%
14-499-00-4944	TRANSFER FROM PUBLIC W	0.00	212,200.00	212,200.00	0.00	100%
Revenue Totals		0.00	654,231.80	585,700.00	-68,531.80	112%

<u>Expense</u>						
Risk Management						
14-140-50-6210	MATERIALS AND SUPPLIES	14,613.49	22,432.95	10,000.00	-12,432.95	224%
14-140-50-6441	PROPERTY/AUTO INSURANCE	492.37	198,423.61	188,700.00	-9,723.61	105%
14-140-50-6442	LIABILITY INSURANCE	4,643.49	239,552.82	217,000.00	-22,552.82	110%
14-140-50-6443	WORKERS' COMPENSATION	3,017.46	154,699.25	150,000.00	-4,699.25	103%
14-140-50-6980	OPERATING CONTINGENCIE	0.00	0.00	20,000.00	20,000.00	0%
Risk Management Totals		22,766.81	615,108.63	585,700.00	-29,408.63	105%
Expense Totals		22,766.81	615,108.63	585,700.00	-29,408.63	105%

Revenues Over Expenses	-22,766.81	39,123.17	0.00	-39,123.17	0%
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15 - BUILDING INSPECTIONS FUND

<u>Revenue</u>						
15-400-00-5900	BEGINNING BALANCE	0.00	1,582,130.24	1,475,000.00	-107,130.24	107%
15-410-01-4230	PERMITS	51,075.82	508,072.87	670,000.00	161,927.13	76%
15-455-00-4115	CONSTRUCTION EXCISE TAX	6,538.23	37,458.47	0.00	-37,458.47	0%
15-480-00-4830	MISCELLANEOUS REVENUE	2,560.36	17,756.64	500.00	-17,256.64	3,551%
15-499-00-4963	TRANSFER FROM SDC FUND	4,358.33	43,583.30	52,300.00	8,716.70	83%
Revenue Totals		64,532.74	2,189,001.52	2,197,800.00	8,798.48	100%

<u>Expense</u>						
Building Inspections Fund						
15-115-50-6051	SALARIES	31,583.31	313,095.89	325,000.00	11,904.11	96%
15-115-50-6061	FRINGE BENEFITS	17,912.56	186,421.63	228,000.00	41,578.37	82%
15-115-50-6210	MATERIALS AND SUPPLIES	240.50	3,050.29	5,000.00	1,949.71	61%
15-115-50-6240	FUEL	293.30	2,836.39	2,500.00	-336.39	113%
15-115-50-6401	TELECOMMUNICATIONS	288.25	2,891.87	4,000.00	1,108.13	72%
15-115-50-6433	FLEET SERVICE TOTAL CAR	333.33	3,333.30	4,000.00	666.70	83%
15-115-50-6452	COMPUTER SERVICES	418.39	2,759.84	4,500.00	1,740.16	61%
15-115-50-6456	E-PERMITTING SERVICES	2,861.05	32,134.42	50,000.00	17,865.58	64%
15-115-50-6465	PROFESSIONAL SERVICES	0.00	2,158.95	4,000.00	1,841.05	54%
15-115-50-6481	TRAVEL AND EDUCATION	1,550.59	5,667.35	6,000.00	332.65	94%
15-115-50-6600	MISCELLANEOUS	0.00	536.88	2,000.00	1,463.12	27%
15-115-50-6605	CONSTRUCTION EXCISE TAX	23,011.12	31,198.50	0.00	-31,198.50	0%

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		April	2023-2024	2023-2024	Budget	% of Budget
		2023-2024	YTD Activity	Budget	Remaining	Used
		MTD Activity				
15-115-50-6900	TRANSFER TO GENERAL FU	5,416.67	54,166.70	65,000.00	10,833.30	83%
15-115-50-6932	TRANSFER TO RISK MANAGI	0.00	8,500.00	8,500.00	0.00	100%
15-115-50-6980	OPERATING CONTINGENCIE	0.00	0.00	1,489,300.00	1,489,300.00	0%
	Building Inspections Fund Totals	83,909.07	648,752.01	2,197,800.00	1,549,047.99	30%
Expense Totals		83,909.07	648,752.01	2,197,800.00	1,549,047.99	30%
Revenues Over Expenses		-19,376.33	1,540,249.51	0.00	-1,540,249.51	0%

18 - POLICE OFFICER FEE AND FIREFIGHTER/EMS FEE

Revenue						
18-400-00-5900	BEGINNING BALANCE-POLIC	0.00	137,031.47	145,000.00	7,968.53	95%
18-400-00-5901	BEGINNING BALANCE-FF/EM	0.00	84,555.87	83,000.00	-1,555.87	102%
18-420-01-4443	POLICE OFFICER FEE	20,782.89	196,902.06	240,000.00	43,097.94	82%
18-420-01-4449	FIREFIGHTER/EMS FEE	18,961.15	179,461.71	220,000.00	40,538.29	82%
Revenue Totals		39,744.04	597,951.11	688,000.00	90,048.89	87%

Expense						
Police Officer Fee and Firefighter/EMS Fee						
18-218-50-6051	POLICE OFFICER SALARIES	16,976.49	183,463.97	198,000.00	14,536.03	93%
18-218-50-6061	POLICE OFFICER FRINGE BE	9,879.59	102,452.14	137,000.00	34,547.86	75%
18-218-50-6980	OPERATING CONTINGENCIE	0.00	0.00	50,000.00	50,000.00	0%
18-218-51-6051	FIREFIGHTER/EMS SALARIE	11,144.92	107,569.74	137,000.00	29,430.26	79%
18-218-51-6061	FIREFIGHTER/EMS FRINGE E	7,183.98	61,402.92	76,000.00	14,597.08	81%
18-218-51-6981	OPERATING CONTINGENCIE	0.00	0.00	90,000.00	90,000.00	0%
	Police Officer Fee and Firefighter/EMS Fee Totals	45,184.98	454,888.77	688,000.00	233,111.23	66%

Expense Totals		45,184.98	454,888.77	688,000.00	233,111.23	66%
Revenues Over Expenses		-5,440.94	143,062.34	0.00	-143,062.34	0%

20 - STREET FUND

Revenue						
20-400-00-5900	BEGINNING BALANCE	0.00	2,946,313.59	2,860,000.00	-86,313.59	103%
20-430-01-4220	PROPORTIONATE SHARE FE	4,400.00	30,800.00	30,000.00	-800.00	103%
20-430-01-4831	MISCELLANEOUS STREET	3,545.00	36,850.61	60,000.00	23,149.39	61%
20-430-02-4332	STATE HIGHWAY APPROPRI	115,610.98	1,045,170.86	1,420,000.00	374,829.14	74%
20-470-00-4334	STATE HIGHWAY FED MONE	0.00	178,233.00	250,000.00	71,767.00	71%
20-480-00-4610	INTEREST ON INVESTMENT	58,995.60	183,100.28	140,000.00	-43,100.28	131%
Revenue Totals		182,551.58	4,420,468.34	4,760,000.00	339,531.66	93%

Expense						
Street Admin & Engineering						
20-021-52-6051	SALARIES	18,101.26	167,653.03	220,000.00	52,346.97	76%
20-021-52-6053	OVERTIME	162.23	1,403.43	2,000.00	596.57	70%
20-021-52-6061	FRINGE BENEFITS	11,645.27	116,020.46	195,000.00	78,979.54	59%
20-021-52-6210	MATERIALS AND SUPPLIES	7,135.52	47,813.79	75,000.00	27,186.21	64%
20-021-52-6307	VEHICLE-EQUIPMENT EXPE	4,166.67	41,666.70	50,000.00	8,333.30	83%
20-021-52-6309	REPAIRS AND MAINTENANC	0.00	442.50	4,000.00	3,557.50	11%
20-021-52-6314	TRAFFIC SIGNAL MAINTENAI	-1,037.50	2,843.22	2,200.00	-643.22	129%
20-021-52-6320	TOOLS	67.04	1,593.03	5,500.00	3,906.97	29%
20-021-52-6401	TELECOMMUNICATIONS	241.28	2,130.41	3,800.00	1,669.59	56%
20-021-52-6415	STREET LIGHTING	8,347.47	64,702.41	75,000.00	10,297.59	86%
20-021-52-6452	COMPUTER SERVICES	371.83	3,315.62	6,500.00	3,184.38	51%
20-021-52-6465	PROFESSIONAL SERVICES	972.92	25,174.12	80,000.00	54,825.88	31%
20-021-52-6475	EMPLOYEE DEVELOPMENT	0.00	3,835.14	2,200.00	-1,635.14	174%
20-021-52-6480	SAFETY EQUIPMENT & TRAI	39.48	3,255.53	2,500.00	-755.53	130%
20-021-52-6481	TRAVEL AND EDUCATION	113.63	1,463.32	3,300.00	1,836.68	44%
20-021-52-6500	EQUIPMENT	3,451.60	70,257.47	66,750.00	-3,507.47	105%
20-021-52-6520	CONTRACTUAL OVERLAYS	0.00	31,105.90	430,000.00	398,894.10	7%
20-021-52-6521	SIDEWALKS	41,250.00	42,750.00	100,000.00	57,250.00	43%

Financial Statement Versus Budget

For Fiscal: 2023-2024 Period Ending: 4/30/2024

...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
20-021-52-6526	PUBLIC WORKS BUILDING	860.45	24,572.80	330,000.00	305,427.20	7%
20-021-52-6533	ADA RAMP PROGRAM	0.00	30,000.00	30,000.00	0.00	100%
20-021-52-6840	2019 MAIN ST LOAN - PRINCI	0.00	0.00	30,000.00	30,000.00	0%
20-021-52-6841	2019 MAIN ST LOAN - INTERE	0.00	9,150.00	18,300.00	9,150.00	50%
20-021-52-6842	2021 STREET LOAN - PRINCI	0.00	0.00	375,000.00	375,000.00	0%
20-021-52-6843	2021 STREET LOAN - INTERE	0.00	27,111.22	54,285.00	27,173.78	50%
20-021-52-6900	TRANSFER TO GENERAL FU	13,500.00	135,000.00	162,000.00	27,000.00	83%
20-021-52-6928	TRANSFER TO SEWER SDC-	4,996.13	49,961.30	59,954.00	9,992.70	83%
20-021-52-6932	TRANSFER TO RISK MANAGI	0.00	21,500.00	21,500.00	0.00	100%
20-021-52-6956	SPECIAL RESERVES-BARBEI	0.00	0.00	307,000.00	307,000.00	0%
	Street Admin & Engineering Totals	114,385.28	924,721.40	2,711,789.00	1,787,067.60	34%

		April	2023-2024	2023-2024	Budget	% of Budget
		MTD Activity	YTD Activity	Budget	Remaining	Used
Debt Service & Contingency						
20-026-52-6970	OPERATING CONTINGENCIE	0.00	0.00	2,048,211.00	2,048,211.00	0%
Debt Service & Contingency Totals		0.00	0.00	2,048,211.00	2,048,211.00	0%
Expense Totals		114,385.28	924,721.40	4,760,000.00	3,835,278.60	19%
Revenues Over Expenses		68,166.30	3,495,746.94	0.00	-3,495,746.94	0%

24 - SYSTEMS DEVELOPMENT FUND

<u>Revenue</u>						
24-400-00-5928	BEGINNING BALANCE - STRE	0.00	2,150,361.36	2,220,000.00	69,638.64	97%
24-400-00-5938	BEGINNING BALANCE - PAR	0.00	1,855,037.13	1,740,000.00	-115,037.13	107%
24-400-00-5942	BEGINNING BALANCE - WAT	0.00	3,835,682.07	3,875,000.00	39,317.93	99%
24-400-00-5950	BEGINNING BALANCE - SEW	0.00	5,453,362.71	5,380,000.00	-73,362.71	101%
24-400-00-5975	BEGINNING BALANCE - STOF	0.00	698,623.25	725,000.00	26,376.75	96%
24-410-01-4454	SEWER SDC CHARGES	36,506.68	420,824.84	740,000.00	319,175.16	57%
24-430-01-4453	STORM SDC CHARGES	7,791.76	97,879.02	160,000.00	62,120.98	61%
24-430-01-4455	STREET SDC CHARGES	30,469.44	364,634.37	550,000.00	185,365.63	66%
24-440-01-4456	PARK SDC CHARGES	18,744.00	231,721.08	410,000.00	178,278.92	57%
24-444-03-4916	REIMBURSEMENTS-WATER	7,148.16	71,481.60	85,778.00	14,296.40	83%
24-444-03-4918	REIMBURSEMENTS-SEWER	6,453.85	64,538.50	77,447.00	12,908.50	83%
24-470-00-4452	WATER SDC CHARGES	34,666.86	408,496.50	720,000.00	311,503.50	57%
Revenue Totals		141,780.75	15,652,642.43	16,683,225.00	1,030,582.57	94%

<u>Expense</u>						
Systems Development						
24-095-52-6580	STREET PROJECTS	0.00	444,585.54	2,734,250.00	2,289,664.46	16%
24-095-52-6588	STORM PROJECTS	0.00	0.00	877,200.00	877,200.00	0%
24-095-52-6901	TRANSFER TO GENERAL FU	1,833.33	18,333.30	22,000.00	3,666.70	83%
24-095-52-6902	TRANSFER TO BUILDING FU	1,145.83	11,458.30	13,750.00	2,291.70	83%
24-095-53-6552	PARK PROJECTS	650.00	40,851.00	2,132,125.00	2,091,274.00	2%
24-095-53-6901	TRANSFER TO GENERAL FU	916.67	9,166.70	11,000.00	1,833.30	83%
24-095-53-6902	TRANSFER TO BUILDING FU	572.92	5,729.20	6,875.00	1,145.80	83%
24-095-55-6591	WATER PROJECTS/OVERSIZ	11,678.06	65,546.79	4,641,973.00	4,576,426.21	1%
24-095-55-6901	TRANSFER TO GENERAL FU	1,990.00	19,900.00	23,880.00	3,980.00	83%
24-095-55-6902	TRANSFER TO BUILDING FU	1,243.75	12,437.50	14,925.00	2,487.50	83%
24-095-56-6596	SEWER PROJECTS/ OVERSI	26,643.15	63,556.26	5,831,697.00	5,768,140.74	1%
24-095-56-6901	TRANSFER TO GENERAL FU	1,833.33	18,333.30	22,000.00	3,666.70	83%
24-095-56-6902	TRANSFER TO BUILDING FU	1,145.83	11,458.30	13,750.00	2,291.70	83%
24-095-56-6920	TRANSFER TO FLEET-SEWE	0.00	0.00	330,000.00	330,000.00	0%
24-095-57-6901	TRANSFER TO GENERAL FU	400.00	4,000.00	4,800.00	800.00	83%
24-095-57-6902	TRANSFER TO BUILDING FU	250.00	2,500.00	3,000.00	500.00	83%
Systems Development Totals		50,302.87	727,856.19	16,683,225.00	15,955,368.81	4%
Expense Totals		50,302.87	727,856.19	16,683,225.00	15,955,368.81	4%
Revenues Over Expenses		91,477.88	14,924,786.24	0.00	-14,924,786.24	0%

26 - TRUST FUND

<u>Revenue</u>						
26-400-00-5921	BEGINNING BALANCE - FIRE	0.00	20,078.31	20,000.00	-78.31	100%
26-400-00-5922	BEGINNING BALANCE - FIRE	0.00	7,915.89	13,000.00	5,084.11	61%
26-400-00-5931	BEGINNING BALANCE - FIRE	0.00	41,140.72	20,000.00	-21,140.72	206%
26-400-00-5939	BEGINNING BALANCE - PAR	0.00	33,862.04	33,350.00	-512.04	102%
26-400-00-5941	BEGINNING BALANCE - LIBR	0.00	15,690.01	12,000.00	-3,690.01	131%
26-400-00-5949	BEGINNING BALANCE - DELE	0.00	11,305.50	4,500.00	-6,805.50	251%
26-400-00-5952	BEGINNING BALANCE - FRIE	0.00	22,876.23	11,500.00	-11,376.23	199%
26-400-00-5954	BEGINNING BALANCE - MISC	0.00	3,561.73	3,700.00	138.27	96%
26-400-00-5955	BEGINNING BALANCE - OTHI	0.00	3,198.12	0.00	-3,198.12	0%
26-420-02-4331	FIRE EXTRICATION TEAM	8,000.00	40,000.00	10,000.00	-30,000.00	400%
26-420-02-4711	TRANSFER IN GF-FIRE VOLU	7,108.33	71,083.30	85,300.00	14,216.70	83%

...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
26-420-02-4712	FIRE VOLUNTEER APPRECIATION	30.35	666.55	1,700.00	1,033.45	39%
26-420-03-4702	HARPY BOVARD SCHOLARS	0.00	0.00	1,000.00	1,000.00	0%
26-440-01-4740	PARK DEVELOPMENT TRUST	2,000.00	4,500.00	1,000.00	-3,500.00	450%
26-440-02-4707	LIBRARY	2,421.50	39,729.25	30,000.00	-9,729.25	132%
26-440-03-4351	FRIENDS OF THE DALLAS AREA	10,200.00	17,459.00	20,000.00	2,541.00	87%
26-440-15-4750	DELBERT HUNTER ARBORETUM	6,770.00	15,492.00	20,000.00	4,508.00	77%
26-480-00-4743	MISCELLANEOUS DONATION	0.50	6,576.86	5,000.00	-1,576.86	132%
Revenue Totals		36,530.68	355,135.51	292,050.00	-63,085.51	122%

Expense

Trust Fund						
26-011-50-6710	MISCELLANEOUS DONATION	73.14	5,434.98	8,700.00	3,265.02	62%
26-011-51-6532	FIRE TR - EXTRICATION EXP	0.00	2,443.72	23,000.00	20,556.28	11%
26-011-51-6770	FIRE RESERVE-FUTURE SCHEDULE	0.00	0.00	18,000.00	18,000.00	0%
26-011-51-6771	FIRE TR - HARPY BOVARD SCHOLARS	0.00	1,000.00	3,000.00	2,000.00	33%
26-011-51-6772	FIRE VOLUNTEER APPRECIATION	1,991.88	43,921.96	107,000.00	63,078.04	41%
26-011-53-6541	FRIENDS OF THE DALLAS AREA	0.00	23,258.75	31,500.00	8,241.25	74%
26-011-53-6551	PARK DEVELOPMENT TRUST	0.00	1,980.90	34,350.00	32,369.10	6%
26-011-53-6558	LIBRARY TRUST EXPENDITURE	3,204.50	46,424.68	42,000.00	-4,424.68	111%
26-011-53-6725	DELBERT HUNTER ARBORETUM	1,304.15	12,270.37	24,500.00	12,229.63	50%
Trust Fund Totals		6,573.67	136,735.36	292,050.00	155,314.64	47%

Expense Totals

6,573.67	136,735.36	292,050.00	155,314.64	47%
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Revenues Over Expenses

29,957.01	218,400.15	0.00	-218,400.15	0%
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28 - GRANTS FUND

Revenue

28-400-00-5958	BEGINNING BALANCE - CLG	0.00	-10,889.44	0.00	10,889.44	0%
28-400-00-5963	BEGINNING BALANCE - POLI	0.00	54.23	900.00	845.77	6%
28-400-00-5968	BEGINNING BALANCE - PARK	0.00	3,033.00	0.00	-3,033.00	0%
28-400-00-5970	BEGINNING BALANCE - REAL	0.00	-110.78	600.00	710.78	-18%
28-420-02-4381	POLICING GRANTS	0.00	28,581.84	2,500.00	-26,081.84	1,143%
28-420-03-4309	FEMA AFG FIRE GRANT	0.00	0.00	5,000.00	5,000.00	0%
28-420-03-4310	FEMA AFG EMS GRANT	0.00	0.00	5,000.00	5,000.00	0%
28-420-03-4311	FEMA AFG FIRE GRANT-SAF	0.00	0.00	5,000.00	5,000.00	0%
28-420-03-4321	FEMA FIRE PREVENTION/SAF	0.00	0.00	5,000.00	5,000.00	0%
28-420-03-4389	EMERGENCY OPERATIONS (	0.00	0.00	83,000.00	83,000.00	0%
28-430-03-4319	SAFE ROUTES TO SCHOOL (	0.00	0.00	5,000.00	5,000.00	0%
28-440-02-4327	CERTIFIED LOCAL GOVT GR	0.00	6,195.44	15,000.00	8,804.56	41%
28-440-02-4340	READY TO READ GRANT	0.00	2,933.00	3,000.00	67.00	98%
28-440-02-4348	LIBRARY GRANT	0.00	0.00	5,000.00	5,000.00	0%
28-440-03-4344	ODOT GRANT - PARK TRAIL	0.00	0.00	5,000.00	5,000.00	0%
28-440-03-4345	PARKS GRANT-MISCELLANEOUS	0.00	400.00	1,000.00	600.00	40%
28-440-03-4346	OR PARKS AND REC GRANT	0.00	2,803.20	19,355.00	16,551.80	14%
28-440-03-4347	OR PARKS AND REC GRANT	0.00	0.00	5,000.00	5,000.00	0%
28-440-03-4352	OPRD LWCF GRANT	0.00	0.00	570,344.00	570,344.00	0%
Revenue Totals		0.00	33,000.49	735,699.00	702,698.51	4%

...		April	2023-2024	2023-2024	Budget	% of Budget
		MTD Activity	YTD Activity	Budget	Remaining	Used
Expense						
Grants Fund						
28-012-51-6530	FEMA AFG EMS GRANT	0.00	0.00	5,000.00	5,000.00	0%
28-012-51-6531	FEMA AFG FIRE GRANT	0.00	0.00	5,000.00	5,000.00	0%
28-012-51-6570	POLICE EQUIPMENT	0.00	2,247.24	3,400.00	1,152.76	66%
28-012-51-6905	TRANSFER TO GENERAL FU	0.00	0.00	5,000.00	5,000.00	0%
28-012-51-7510	EMERGENCY OPERATIONS (	0.00	0.00	83,000.00	83,000.00	0%
28-012-52-6536	SAFE ROUTES TO SCHOOL (	0.00	0.00	5,000.00	5,000.00	0%
28-012-52-6561	CERTIFIED LOCAL GOVT GR	0.00	2,590.74	15,000.00	12,409.26	17%
28-012-53-6515	LIBRARY GRANT	0.00	0.00	5,000.00	5,000.00	0%
28-012-53-6516	FEMA FIRE PREVENTION/SA	0.00	0.00	5,000.00	5,000.00	0%
28-012-53-6540	JOHN BARNARD PARK	0.00	0.00	570,344.00	570,344.00	0%
28-012-53-6546	PARKS GRANT - MISCELLAN	400.00	400.00	6,000.00	5,600.00	7%
28-012-53-6547	PARK TRAIL	0.00	0.00	5,000.00	5,000.00	0%
28-012-53-6556	READY TO READ	0.00	153.91	3,600.00	3,446.09	4%
28-012-53-6559	JAPANESE GARDEN	0.00	0.00	19,355.00	19,355.00	0%
28-012-55-7515	OWRD GRANT-MERCER DAM	4,897.10	6,143.35	0.00	-6,143.35	0%
	Grants Fund Totals	5,297.10	11,535.24	735,699.00	724,163.76	2%
Expense Totals		5,297.10	11,535.24	735,699.00	724,163.76	2%
Revenues Over Expenses		-5,297.10	21,465.25	0.00	-21,465.25	0%

29 - DALLAS DOWNTOWN URBAN RENEWAL FUND

Revenue						
29-400-00-5900	BEGINNING BALANCE	0.00	389,033.45	300,000.00	-89,033.45	130%
29-450-00-4100	CURRENT PROPERTY TAXE	852.88	208,101.62	235,000.00	26,898.38	89%
29-450-00-4110	DELINQUENT PROPERTY TA	218.74	3,362.59	3,000.00	-362.59	112%
29-480-00-4610	INTEREST ON INVESTMENTE	4,338.91	35,563.22	10,000.00	-25,563.22	356%
29-480-00-4830	MISCELLANEOUS REVENUE	0.00	14,988.00	20,000.00	5,012.00	75%
Revenue Totals		5,410.53	651,048.88	568,000.00	-83,048.88	115%
Expense						
Downtown Dallas Urban Renewal						
29-019-50-6051	SALARIES	0.00	5,971.04	5,500.00	-471.04	109%
29-019-50-6061	FRINGE BENEFITS	0.00	3,052.82	3,500.00	447.18	87%
29-019-50-6210	MATERIALS AND SUPPLIES	0.00	0.00	250.00	250.00	0%
29-019-50-6465	PROFESSIONAL SERVICES	0.00	5,140.00	35,000.00	29,860.00	15%
29-019-50-6473	BUILDING IMPROVEMENT GF	0.00	2,131.25	2,200.00	68.75	97%
29-019-50-6484	MINOR IMPROVEMENT GRAI	0.00	4,000.00	10,000.00	6,000.00	40%
29-019-50-6507	SPECIAL PROJECTS	1,611.76	1,611.76	10,000.00	8,388.24	16%
29-019-50-6553	PROPERTY AQUISITION	355.48	6,490.02	105,000.00	98,509.98	6%
29-019-50-6600	MISCELLANEOUS	40.00	702.12	2,000.00	1,297.88	35%
29-019-50-6908	TRANSFER TO GF-DEBT SEF	0.00	86,367.38	148,915.00	62,547.62	58%
29-019-50-6955	DEBT SERVICE RESERVE	0.00	0.00	148,915.00	148,915.00	0%
29-019-50-6980	OPERATING CONTINGENCIE	0.00	0.00	96,720.00	96,720.00	0%
	Downtown Dallas Urban Renewal Totals	2,007.24	115,466.39	568,000.00	452,533.61	20%
Expense Totals		2,007.24	115,466.39	568,000.00	452,533.61	20%
Revenues Over Expenses		3,403.29	535,582.49	0.00	-535,582.49	0%

31 - SOUTH DALLAS URBAN RENEWAL FUND

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		April	2023-2024	2023-2024	Budget	% of Budget
		MTD Activity	YTD Activity	Budget	Remaining	Used
Revenue						
31-450-00-4100	CURRENT PROPERTY TAX	288.72	64,098.92	30,000.00	-34,098.92	214%
31-480-00-4610	INTEREST ON INVESTMENTS	251.28	1,087.87	2,000.00	912.13	54%
Revenue Totals		540.00	65,186.79	32,000.00	-33,186.79	204%
Expense						
South Dallas Urban Renewal						
31-310-50-6051	SALARIES	1,000.59	3,986.24	5,500.00	1,513.76	72%
31-310-50-6061	FRINGE BENEFITS	464.95	1,852.59	3,500.00	1,647.41	53%
31-310-50-6210	MATERIALS AND SUPPLIES	0.00	0.00	8,000.00	8,000.00	0%
31-310-50-6465	PROFESSIONAL SERVICES	0.00	525.00	8,000.00	7,475.00	7%
31-310-50-6600	MISCELLANEOUS	0.00	283.71	7,000.00	6,716.29	4%
South Dallas Urban Renewal Totals		1,465.54	6,647.54	32,000.00	25,352.46	21%
Expense Totals		1,465.54	6,647.54	32,000.00	25,352.46	21%
Revenues Over Expenses		-925.54	58,539.25	0.00	-58,539.25	0%

45 - GENERAL LONG TERM DEBT FUND

Revenue						
45-470-00-4901	TRANSFER IN - GENERAL FU	10,046.42	100,464.20	120,556.00	20,091.80	83%
45-470-00-4912	TRANSFER IN - SEWER FUNI	1,667.03	16,670.30	20,004.00	3,333.70	83%
45-470-00-4913	TRANFER IN - FLEET FUND	309.80	3,098.00	3,718.00	620.00	83%
45-470-00-4914	TRANSFER IN - STREET FUN	781.88	7,818.80	9,383.00	1,564.20	83%
45-470-00-4915	TRANSFER IN - WATER FUNI	1,371.98	13,719.80	16,464.00	2,744.20	83%
45-470-00-4919	TRANSFER IN - BUILDING FU	575.35	5,753.50	6,905.00	1,151.50	83%
Revenue Totals		14,752.46	147,524.60	177,030.00	29,505.40	83%
Expense						
General Long Term Debt						
45-016-32-6801	DEBT SERVICE - PRINCIPAL	0.00	0.00	140,000.00	140,000.00	0%
45-016-54-6802	DEBT SERVICE - INTEREST	0.00	18,514.80	37,030.00	18,515.20	50%
General Long Term Debt Totals		0.00	18,514.80	177,030.00	158,515.20	10%
Expense Totals		0.00	18,514.80	177,030.00	158,515.20	10%
Revenues Over Expenses		14,752.46	129,009.80	0.00	-129,009.80	0%

50 - SEWER FUND

Revenue						
50-400-00-5900	BEGINNING BALANCE	0.00	4,560,147.46	4,475,000.00	-85,147.46	102%
50-444-01-4469	SEWER SERVICE CHARGES	347,662.11	3,361,148.70	4,000,000.00	638,851.30	84%
50-444-01-4834	MISCELLANEOUS SEWER	6,220.73	59,510.56	85,000.00	25,489.44	70%
50-480-00-4610	INTEREST ON INVESTMENTS	86,046.60	268,360.57	100,000.00	-168,360.57	268%
Revenue Totals		439,929.44	8,249,167.29	8,660,000.00	410,832.71	95%
Expense						
Sewer Admin & Engineering						
50-031-56-6051	SALARIES	37,602.87	354,034.39	400,000.00	45,965.61	89%
50-031-56-6053	OVERTIME	566.30	3,202.99	3,000.00	-202.99	107%
50-031-56-6061	FRINGE BENEFITS	24,337.94	242,163.54	335,000.00	92,836.46	72%
50-031-56-6210	MATERIALS AND SUPPLIES	2,455.79	16,287.25	33,000.00	16,712.75	49%
50-031-56-6275	DEQ PERMITS	0.00	23,812.00	32,000.00	8,188.00	74%
50-031-56-6307	VEHICLE-EQUIPMENT EXPEI	11,666.67	116,666.70	140,000.00	23,333.30	83%
50-031-56-6309	REPAIRS AND MAINTENANCI	10,892.68	46,088.77	123,000.00	76,911.23	37%
50-031-56-6320	TOOLS	0.00	304.73	6,000.00	5,695.27	5%
50-031-56-6401	TELECOMMUNICATIONS	357.40	3,002.73	4,300.00	1,297.27	70%
50-031-56-6406	HVAC, ENERGY AND LIGHTIN	751.39	4,096.97	5,000.00	903.03	82%
50-031-56-6452	COMPUTER SERVICES	487.11	7,052.67	9,700.00	2,647.33	73%
50-031-56-6465	PROFESSIONAL SERVICES	84,180.74	877,765.10	1,012,000.00	134,234.90	87%
50-031-56-6475	EMPLOYEE DEVELOPMENT	50.00	5,036.23	2,200.00	-2,836.23	229%

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...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
50-031-56-6480	SAFETY EQUIPMENT & TRAIL	0.00	3,186.06	2,500.00	-686.06	127%
50-031-56-6481	TRAVEL AND EDUCATION	78.62	10,511.10	3,300.00	-7,211.10	319%
50-031-56-6500	EQUIPMENT	0.00	149,527.06	178,750.00	29,222.94	84%
50-031-56-6526	PUBLIC WORKS BUILDING	1,518.67	48,867.41	660,000.00	611,132.59	7%
50-031-56-6579	I & I	25,000.00	40,000.00	100,000.00	60,000.00	40%
50-031-56-6594	WWTF CAPITAL IMPROVEME	0.00	228,545.12	1,700,000.00	1,471,454.88	13%
50-031-56-6598	SEWER REPLACEMENT PRO	0.00	27,050.00	133,000.00	105,950.00	20%
50-031-56-6599	WWTF EQUIPMENT REPLACI	19,763.54	91,268.60	250,000.00	158,731.40	37%
50-031-56-6900	TRANSFER TO GENERAL FU	49,083.33	490,833.30	589,000.00	98,166.70	83%
50-031-56-6932	TRANSFER TO RISK MANAGI	0.00	107,000.00	107,000.00	0.00	100%
	Sewer Admin & Engineering Totals	268,793.05	2,896,302.72	5,828,750.00	2,932,447.28	50%

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...		April	2023-2024	2023-2024	Budget	% of Budget
		MTD Activity	YTD Activity	Budget	Remaining	Used
Debt Service & Contingency						
50-036-56-6820	2017 SEWER LOAN-PRINCIP/	0.00	59,000.00	59,000.00	0.00	100%
50-036-56-6821	2017 SEWER LOAN-INTERES	0.00	15,058.31	15,093.00	34.69	100%
50-036-56-6970	OPERATING CONTINGENCIE	0.00	0.00	2,757,157.00	2,757,157.00	0%
	Debt Service & Contingency Totals	0.00	74,058.31	2,831,250.00	2,757,191.69	3%
Expense Totals		268,793.05	2,970,361.03	8,660,000.00	5,689,638.97	34%
Revenues Over Expenses		171,136.39	5,278,806.26	0.00	-5,278,806.26	0%

51 - STORMWATER FUND

Revenue						
51-400-00-5900	BEGINNING BALANCE	0.00	1,281,979.42	1,380,000.00	98,020.58	93%
51-445-01-4490	STORMWATER SERVICE CH/	112,264.20	961,544.28	1,175,000.00	213,455.72	82%
51-445-01-4833	MISCELLANEOUS STORMWA	0.00	0.00	2,000.00	2,000.00	0%
51-480-00-4610	INTEREST ON INVESTMENT\$	31,633.92	90,760.24	20,000.00	-70,760.24	454%
Revenue Totals		143,898.12	2,334,283.94	2,577,000.00	242,716.06	91%

Expense						
Stormwater Maintenance						
51-051-57-6051	SALARIES	3,823.11	33,992.04	60,000.00	26,007.96	57%
51-051-57-6053	OVERTIME	265.01	659.84	2,000.00	1,340.16	33%
51-051-57-6061	FRINGE BENEFITS	2,214.74	18,789.04	53,000.00	34,210.96	35%
51-051-57-6210	MATERIALS AND SUPPLIES	971.48	3,761.61	11,000.00	7,238.39	34%
51-051-57-6275	DEQ PERMITS	0.00	0.00	2,700.00	2,700.00	0%
51-051-57-6307	VEHICLE-EQUIPMENT EXPEI	2,500.00	25,000.00	30,000.00	5,000.00	83%
51-051-57-6309	REPAIRS AND MAINTENANC	0.00	0.00	4,800.00	4,800.00	0%
51-051-57-6312	MATERIAL DISPOSAL	4,031.96	42,749.73	30,000.00	-12,749.73	142%
51-051-57-6320	TOOLS	0.00	150.97	3,500.00	3,349.03	4%
51-051-57-6401	TELECOMMUNICATIONS	15.84	89.53	700.00	610.47	13%
51-051-57-6452	COMPUTER SERVICES	135.51	2,412.52	3,300.00	887.48	73%
51-051-57-6465	PROFESSIONAL SERVICES	6,630.00	50,321.43	100,000.00	49,678.57	50%
51-051-57-6475	EMPLOYEE DEVELOPMENT	0.00	2,137.13	2,200.00	62.87	97%
51-051-57-6480	SAFETY EQUIPMENT & TRAIL	0.00	3,186.15	2,500.00	-686.15	127%
51-051-57-6481	TRAVEL AND EDUCATION	298.62	943.58	3,300.00	2,356.42	29%
51-051-57-6500	EQUIPMENT	0.00	30,673.16	23,750.00	-6,923.16	129%
51-051-57-6522	STORMWATER PROJECTS	0.00	0.00	50,000.00	50,000.00	0%
51-051-57-6526	PUBLIC WORKS BUILDING	573.62	16,407.22	220,000.00	203,592.78	7%
51-051-57-6900	TRANSFER TO GENERAL FU	9,750.00	97,500.00	117,000.00	19,500.00	83%
51-051-57-6928	TRANSFER TO SEWER SDC-	1,457.72	14,577.20	17,493.00	2,915.80	83%
51-051-57-6932	TRANSFER TO RISK MANAGI	0.00	3,700.00	3,700.00	0.00	100%
51-051-57-6980	OPERATING CONTINGENCIE	0.00	0.00	1,836,057.00	1,836,057.00	0%
	Stormwater Maintenance Totals	32,667.61	347,051.15	2,577,000.00	2,229,948.85	13%
Expense Totals		32,667.61	347,051.15	2,577,000.00	2,229,948.85	13%
Revenues Over Expenses		111,230.51	1,987,232.79	0.00	-1,987,232.79	0%

52 - WATER FUND

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...	...	April 2023-2024 MTD Activity	2023-2024 YTD Activity	2023-2024 Budget	Budget Remaining	% of Budget Used
Revenue						
52-400-00-5900	BEGINNING BALANCE	0.00	3,540,695.22	2,850,000.00	-690,695.22	124%
52-442-01-4463	SALE OF WATER	305,385.92	3,613,254.38	4,200,000.00	586,745.62	86%
52-442-01-4465	NEW ACCOUNT FEES	1,554.00	19,025.42	12,000.00	-7,025.42	159%
52-442-01-4468	SERVICE CONNECTIONS	6,965.00	57,762.30	75,000.00	17,237.70	77%
52-442-01-4832	MISCELLANEOUS WATER	6,887.29	228,103.62	90,000.00	-138,103.62	253%
52-442-03-4900	FINANCE PROCEEDS	0.00	13,601.00	2,200,000.00	2,186,399.00	1%
52-480-00-4610	INTEREST ON INVESTMENTS	71,867.76	234,493.60	100,000.00	-134,493.60	234%
Revenue Totals		392,659.97	7,706,935.54	9,527,000.00	1,820,064.46	81%
Expense						
Water Admin & Engineering						
52-041-55-6051	SALARIES	58,905.23	538,861.20	635,000.00	96,138.80	85%
52-041-55-6053	OVERTIME	3,888.46	28,819.53	25,000.00	-3,819.53	115%
52-041-55-6061	FRINGE BENEFITS	35,359.60	341,839.61	463,000.00	121,160.39	74%
52-041-55-6210	MATERIALS AND SUPPLIES	24,308.38	269,555.49	350,000.00	80,444.51	77%
52-041-55-6265	PERMITS	0.00	3,308.08	10,700.00	7,391.92	31%
52-041-55-6307	VEHICLE-EQUIPMENT EXPEN	8,333.33	83,333.30	100,000.00	16,666.70	83%
52-041-55-6309	REPAIRS AND MAINTENANC	673.24	50,914.45	60,000.00	9,085.55	85%
52-041-55-6320	TOOLS	249.58	1,919.54	8,000.00	6,080.46	24%
52-041-55-6401	TELECOMMUNICATIONS	1,130.43	11,344.62	14,000.00	2,655.38	81%
52-041-55-6406	HVAC, ENERGY AND LIGHTIN	11,194.95	105,439.92	144,000.00	38,560.08	73%
52-041-55-6452	COMPUTER SERVICES	541.97	12,076.02	17,000.00	4,923.98	71%
52-041-55-6465	PROFESSIONAL SERVICES	8,041.02	110,536.47	110,000.00	-536.47	100%
52-041-55-6475	EMPLOYEE DEVELOPMENT	104.00	2,202.05	5,000.00	2,797.95	44%
52-041-55-6480	SAFETY EQUIPMENT & TRAIL	0.00	1,931.93	2,400.00	468.07	80%
52-041-55-6481	TRAVEL AND EDUCATION	78.62	4,218.30	7,000.00	2,781.70	60%
52-041-55-6500	EQUIPMENT	0.00	15,212.28	13,250.00	-1,962.28	115%
52-041-55-6526	PUBLIC WORKS BUILDING	1,720.87	49,069.58	660,000.00	610,930.42	7%
52-041-55-6562	CLAY STREET LINE REHAB	16,549.65	206,950.41	900,000.00	693,049.59	23%
52-041-55-6564	WTP CAPITAL IMPROVEMEN	0.00	30,450.00	30,000.00	-450.00	102%
52-041-55-6589	WATER LINE REPLACEMENT	0.00	0.00	135,000.00	135,000.00	0%
52-041-55-6592	CLAY ST RESERVOIR PROJE	214,620.30	569,172.10	2,400,000.00	1,830,827.90	24%
52-041-55-6900	TRANSFER TO GENERAL FU	44,583.33	445,833.30	535,000.00	89,166.70	83%
52-041-55-6932	TRANSFER TO RISK MANAGI	0.00	45,000.00	45,000.00	0.00	100%
52-041-55-6934	TRANSFER TO WATER SDC-I	7,148.16	71,481.60	85,778.00	14,296.40	83%
	Water Admin & Engineering Totals	437,431.12	2,999,469.78	6,755,128.00	3,755,658.22	44%

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...		April	2023-2024	2023-2024	Budget	% of Budget
		MTD Activity	YTD Activity	Budget	Remaining	Used
Debt Service & Contingency						
52-046-55-6830	2015 SRF LOAN - PRINCIPAL	0.00	43,694.92	43,695.00	0.08	100%
52-046-55-6831	2015 SRF LOAN - INTEREST	0.00	29,040.60	29,041.00	0.40	100%
52-046-55-6832	2016 DEQ CWSRF LOAN-PRII	0.00	46,688.00	83,688.00	37,000.00	56%
52-046-55-6833	2016 DEQ CWSRF LOAN-INTI	0.00	19,272.00	19,272.00	0.00	100%
52-046-55-6834	2017 WATER LOAN - PRINCIP	0.00	357,000.00	357,000.00	0.00	100%
52-046-55-6835	2017 WATER LOAN - INTERE	0.00	74,156.65	74,330.00	173.35	100%
52-046-55-6836	2022 SPWF LOAN - PRINCIPA	0.00	0.00	70,000.00	70,000.00	0%
52-046-55-6837	2022 SPWF LOAN - INTERES	0.00	0.00	10,000.00	10,000.00	0%
52-046-55-6954	WATER STORAGE RESERVE	0.00	0.00	1,300,000.00	1,300,000.00	0%
52-046-55-6970	OPERATING CONTINGENCIE	0.00	0.00	784,846.00	784,846.00	0%
Debt Service & Contingency Totals		0.00	569,852.17	2,771,872.00	2,202,019.83	21%
Expense Totals		437,431.12	3,569,321.95	9,527,000.00	5,957,678.05	37%
Revenues Over Expenses		-44,771.15	4,137,613.59	0.00	-4,137,613.59	0%

58 - FLEET MANAGEMENT FUND


Revenue						
58-400-00-5900	BEGINNING BALANCE	0.00	202,271.90	200,000.00	-2,271.90	101%
58-470-00-4906	REIMBURSED SERVICES	8,429.12	117,298.28	75,000.00	-42,298.28	156%
58-480-00-4470	GAS AND OIL REIMBURSEME	1,090.16	9,521.85	12,000.00	2,478.15	79%
58-480-00-4472	FLEET SERVICE TOTAL CARI	26,666.67	266,666.70	320,000.00	53,333.30	83%
58-480-00-4473	FLEET SERVICE TOTAL CARI	16,708.33	210,783.30	244,200.00	33,416.70	86%
58-480-00-4474	FLEET SERVICE TOTAL CARI	333.33	3,333.30	4,000.00	666.70	83%
58-480-00-4835	SALE OF EQUIPMENT	0.00	8,470.00	5,000.00	-3,470.00	169%
58-499-00-4954	TRANSFER FROM SEWER SI	0.00	0.00	330,000.00	330,000.00	0%
Revenue Totals		53,227.61	818,345.33	1,190,200.00	371,854.67	69%

Expense						
Fleet Management Fund						
58-075-50-6051	SALARIES	16,709.26	155,874.03	160,000.00	4,125.97	97%
58-075-50-6061	FRINGE BENEFITS	8,163.85	82,360.20	133,000.00	50,639.80	62%
58-075-50-6210	MATERIALS AND SUPPLIES	553.58	5,785.31	6,500.00	714.69	89%
58-075-50-6241	FUEL & OIL	5,217.27	64,696.59	110,000.00	45,303.41	59%
58-075-50-6245	PARTS AND SERVICE	-1,594.68	168,729.04	203,700.00	34,970.96	83%
58-075-50-6246	PARTS AND SERVICE-INTER	2,612.38	45,622.22	35,000.00	-10,622.22	130%
58-075-50-6309	REPAIRS AND MAINTENANC	367.87	4,236.40	7,000.00	2,763.60	61%
58-075-50-6320	TOOLS	28.49	9,677.19	25,000.00	15,322.81	39%
58-075-50-6401	TELECOMMUNICATIONS	289.58	3,315.35	5,000.00	1,684.65	66%
58-075-50-6406	HVAC, ENERGY AND LIGHTIN	2,056.21	12,711.93	15,000.00	2,288.07	85%
58-075-50-6452	COMPUTER SERVICES	668.74	12,937.14	12,500.00	-437.14	103%
58-075-50-6481	TRAVEL AND EDUCATION	277.50	3,381.30	4,000.00	618.70	85%
58-075-50-6526	PUBLIC WORKS BUILDING	860.43	24,572.84	330,000.00	305,427.16	7%
58-075-50-6600	MISCELLANEOUS	0.00	979.89	5,000.00	4,020.11	20%
58-075-50-6900	TRANSFER TO GENERAL FU	2,666.67	26,666.70	32,000.00	5,333.30	83%
58-075-50-6932	TRANSFER TO RISK MANAGI	0.00	35,000.00	35,000.00	0.00	100%
58-075-50-6980	OPERATING CONTINGENCIE	0.00	0.00	71,500.00	71,500.00	0%
Fleet Management Fund Totals		38,877.15	656,546.13	1,190,200.00	533,653.87	55%
Expense Totals		38,877.15	656,546.13	1,190,200.00	533,653.87	55%
Revenues Over Expenses		14,350.46	161,799.20	0.00	-161,799.20	0%

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**CITY COUNCIL
STAFF REPORT**

MEETING DATE: May 20, 2024
AGENDA ITEM NO. 4.d
TOPIC: November 2024 Election Forms
PREPARED BY: Kim Herring, City Recorder
APPROVED BY:  City Manager
ATTACHMENTS: Attachment A – SEL 101
Attachment B – SEL 121
Attachment C – SEL 338

RECOMMENDED ACTION:

Approval of the consent agenda will approve forms SEL 101, SEL 121, and SEL 338 for use by candidates for the 2024 Mayor and City Council general election in November.

BACKGROUND:

The Dallas City Code 2.025(1) states: “Nominations shall be by petition specifying the position sought in a form prescribed by the Council.”

The State of Oregon has developed the following forms:

- SEL 101 – Candidate Filing - Major Political Party or Nonpartisan
- SEL 121 – Candidate Signature Sheet | Nonpartisan
- SEL 338 – Petition Submission – Candidate, Voters’ Pamphlet

The State does allow cities to use their own forms as long as they meet certain criteria; however, staff recommends using the state forms with the alterations included to make completing them easier for candidates.

Please note that election signs are considered to be temporary signs and shall not be more than six square feet in area, each, may be erected on private property 60 days prior to an election and must be removed 7 days after an election.

SUMMARY TIMELINE:

2024 SCHEDULE FOR CANDIDATES

DATE	DESCRIPTION OF EVENT
November 5, 2023	Any person running for City office must have been a resident of Dallas by this date
June 5, 2024	Election packets available for candidates
June 5, 2024	First day for candidates to file prospective petition declaring candidacy for November General Election. Note: Signature sheets (petition) must be approved before being circulated.
August 27, 2024	Last day for candidates to file nomination papers comprising a petition with City Recorder
August 30, 2024	Last day for candidate to file withdrawal of candidacy for General Election
NOVEMBER 5, 2024	GENERAL ELECTION DAY
January 6, 2025	Oath of Office administered at the first Council meeting of 2025, after certified election results are received from the County.

FISCAL IMPACT:

None

RECOMMENDED MOTION:

N/A - Approval of the consent agenda will approve the forms for the 2022 City Council election

ATTACHMENTS:

- A – SEL 101
- B – SEL 121
- C – SEL 338

Candidate Filing

Major Political Party or Nonpartisan

Attachment A

SEL 101rev 01/24
ORS 249.031

Filing Dates		Candidate Filing		Candidate Withdrawal	
Primary Election May 21, 2024	First Day to File Last Day to File	September 14, 2023 March 12, 2024		March 15, 2024	
General Election November 5, 2024	First Day to File Last Day to File	June 5, 2024 August 27, 2024		August 30, 2024	

Filing Information	
This filing is an	<input type="checkbox"/> Original <input type="checkbox"/> Amendment

Office Information	
Filing for Office of:	
District, Position or County:	
Party Affiliation:	<input type="checkbox"/> Democratic Party <input type="checkbox"/> Republican Party <input type="checkbox"/> Nonpartisan
Incumbent Judge (for judicial candidates only):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Nondisclosure on file

Filing Method																																	
<input type="checkbox"/> Fee																																	
<table border="1"> <thead> <tr> <th>Office</th> <th>Filing Fee</th> <th>Office</th> <th>Filing Fee</th> </tr> </thead> <tbody> <tr> <td>United States President</td> <td>n/a</td> <td>District Attorney</td> <td>\$50</td> </tr> <tr> <td>United States Vice President</td> <td>n/a</td> <td>County Judge</td> <td>\$50</td> </tr> <tr> <td>United States Senator</td> <td>\$150</td> <td>MSD Executive Officer, MAD Director</td> <td>\$100</td> </tr> <tr> <td>United States Representative</td> <td>\$100</td> <td>MSD Councilor</td> <td>\$25</td> </tr> <tr> <td>Statewide Offices</td> <td>\$100</td> <td>County Office</td> <td>\$50</td> </tr> <tr> <td>State senator or Representative</td> <td>\$25</td> <td>City Office</td> <td>Set by charter or ordinance</td> </tr> <tr> <td>Circuit Court Judge</td> <td>\$50</td> <td>Justice of the Peace</td> <td>n/a</td> </tr> </tbody> </table>	Office	Filing Fee	Office	Filing Fee	United States President	n/a	District Attorney	\$50	United States Vice President	n/a	County Judge	\$50	United States Senator	\$150	MSD Executive Officer, MAD Director	\$100	United States Representative	\$100	MSD Councilor	\$25	Statewide Offices	\$100	County Office	\$50	State senator or Representative	\$25	City Office	Set by charter or ordinance	Circuit Court Judge	\$50	Justice of the Peace	n/a	<input type="checkbox"/> Prospective Petition, in lieu of filing fee <input type="checkbox"/> Some circulators may be paid <input type="checkbox"/> Yes <input type="checkbox"/> No
Office	Filing Fee	Office	Filing Fee																														
United States President	n/a	District Attorney	\$50																														
United States Vice President	n/a	County Judge	\$50																														
United States Senator	\$150	MSD Executive Officer, MAD Director	\$100																														
United States Representative	\$100	MSD Councilor	\$25																														
Statewide Offices	\$100	County Office	\$50																														
State senator or Representative	\$25	City Office	Set by charter or ordinance																														
Circuit Court Judge	\$50	Justice of the Peace	n/a																														

Candidate Information	
Name of Candidate	
First	MI Last
How you would like your name to appear on the ballot	
Candidate Residence / Route Address	
Street Address	City State Zip County
Candidate Mailing Address and Contact Information Only one phone number and an email is required.	
Street Address or PO Box	City State Zip
Work Phone	Home Phone Cell Phone
Email Address	Web Site, if applicable
Race and Ethnicity Optional	

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Continued on page 2 of this form

Occupation (present employment) If not employed, enter "Not Employed".

Occupational Background (previous employment) If no relevant experience, None or NA must be entered.

Educational Background (schools attended)

Complete name of School	Last Grade completed	Diploma/Degree/Certificate	Course of Study

Educational Background (other) Attach a separate sheet if necessary.

Prior Governmental Experience (elected or appointed) If no relevant experience, None or NA must be entered.

Campaign Finance Information Not applicable to candidates for federal office.

A candidate must file a Statement of Organization not later than three business days of first receiving a contribution or making an expenditure and no later than the deadline for filing a nominating petition, declaration of candidacy, or certificate of nomination, whichever occurs first, unless they meet the criteria for an exemption. To meet the criteria, the candidate must serve as their own treasurer, not have an existing candidate committee, and not expect to spend or receive more than \$750 during the entire calendar year (including in-kind contributions and personal funds).

If you have an existing candidate committee you must amend the statement of organization not later than 10 days after a change in information. This includes changes to the election you are active in and the office you are running for.

See the Campaign Finance Manual for the procedural and legal requirements of establishing and maintaining a candidate committee.

Residence Address Exemption

To exempt your residence address from public disclosure, complete form [SEL 180 – Residence Address Exemption Request](#). The request for a Residence Address Exemption MUST include a publicly disclosable mailing address. See the Candidates Manual for further information.

I don't want my residence address to be disclosed. I will be filing a separate [SEL 180 – Residence Address Exemption Request](#).


Candidate Attestation

By signing this document, I hereby state that:

- I will accept the nomination for the office indicated above;
- I will qualify for said office if elected;
- All information provided by me on this form is true to the best of my knowledge; **and**
- No circulators will be compensated based on the number of signatures obtained by the circulator on a prospective petition

For Major Political Party Candidates

- if not nominated, I will not accept the nomination or endorsement of any political party other than the one named
- I have been a member of said political party, subject to the exceptions stated in ORS 249.046, for at least 180 days before the deadline for filing a nominating petition or declaration of candidacy (ORS 249.031). Does not apply to candidates filing for the office of US President.

Warning
 Supplying false information on this form may result in conviction of a felony with a fine of up to \$125,000 and/or prison for up to 5 years. (ORS 260.715). A person may only file for one lucrative office or not more than one precinct committee person at the same election. Unless the person has withdrawn from the first filing, **all** filings are invalid. (ORS 249.013 and ORS 249.170)

Candidate Signature

Date

Candidate Signature Sheet | Nonpartisan

SOME Circulators No Circulators for this petition are being paid.

This is a candidate nominating petition. Signers of this page must be active registered voters in the county listed.


 Signatures must be verified by the appropriate county elections official before the petition can be filed with the filing officer.

Petition ID _____

County _____

Candidate Information	
Name	Office
Election	District or Position Number (include city if applicable)

To the Elections Official/Filing Officer, We the undersigned voters, request the candidate's name be placed on the ballot at the election listed above for nomination to the office indicated.

 Signers must initial any changes the circulator makes to their printed name, residence address or date they signed the petition.

Signature _____ Date Signed mm/dd/yy _____ Print Name _____ Residence or Mailing Address street, city, zip code _____

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

Circulator Certification This certification must be completed by the circulator and additional signatures **should not** be collected on this sheet once the certification has been signed and dated!

I hereby certify that I witnessed the signing of the signature sheet by each individual whose signature appears on the signature sheet, and I believe each person is a voter qualified to sign the petition (ORS 249.061). I also hereby certify that compensation I received, if any, was not based on the number of signatures obtained for this petition.

Circulator Signature	Date Signed mm/dd/yy	Sheet Number
		Completed by Candidate

Printed Name of Circulator _____ Circulator's Address street, city, zip code _____

Petition Submission

Candidate, Voters' Pamphlet

→ This form must be completed and filed with any submission of signatures.

Election Type			Year		
<input type="checkbox"/> Primary	<input type="checkbox"/> General	<input type="checkbox"/> Special Election	<input type="checkbox"/> 2022	<input type="checkbox"/> 2023	<input type="checkbox"/> 2024

Petition Information
Petition ID/Candidate's Name

Type of Filing	Number of Signatures Submitted
<input type="checkbox"/> Candidate Nominating	
<input type="checkbox"/> Voters' Pamphlet, Candidate	
<input type="checkbox"/> Voters' Pamphlet, Measure	

Candidate's Nominating/Voters' Pamphlet Filing
→ By signing this document, I hereby state that all information on the form is true and correct to the best of my knowledge.

Name	Contact Phone	Email Address
Signature		Date Signed

Measure Argument Filing
→ By signing this document, I hereby state that all information on the form is true and correct to the best of my knowledge.


Name	Contact Phone	Email Address
Signature		Date Signed

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For office use only	
Submittal number	Number of signatures accepted
Is the petition complete? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will there be additional submittals? <input type="checkbox"/> Yes <input type="checkbox"/> No



CITY COUNCIL STAFF REPORT

MEETING DATE: May 20, 2024
AGENDA ITEM NO. 7.a
TOPIC: Clay Street Water Transmission Line Replacement
Project Phase 2 Financing Contract
PREPARED BY: Gary Marks, Public Works Director
APPROVED BY:  City Manager
ATTACHMENTS: Attachment A – Resolution No. 3524

RECOMMENDED ACTION:

Approve Resolution No. 3524 authorizing a loan and a forgivable loan from the Safe Drinking Water Revolving Loan Fund (SDWRLF) by entering into a financing contract with the Oregon Infrastructure Finance Authority.

BACKGROUND:

The project will replace the City's 16-inch 1949 era finished water transmission supply line on Clay Street between Fairview Avenue and Main Street with a new 16-inch line on Ash Street between Fairview Avenue and Main Street. Due to the age of the existing line, it is vulnerable to leaks and failure and has shut off valves that are no longer operable.

Phase 1 of this project was completed in April 2024. It involved the replacement of approximately 3,100' of 16-inch transmission line from the Clay Street Reservoir Complex to the intersection of Ash Street and Fairview Avenue via the Polk County Public Works property. Phase 1 was completed using Public Works utility staff and was funded by the Water Fund at a total cost of approximately \$710,000.

Phase 2, the subject of this report, will replace approximately 1,800' of 16-inch transmission line from the terminus of the Phase 1 project to the intersection of Ash Street and Main Street. In addition to installing the new line, Phase 2 will involve tying the new line into the existing distribution system without aid of operable valves. Similarly, the lack of working valves will complicate the process of disconnecting the existing line which runs on Clay Street between Fairview Avenue and Main Street. Due to these complexities, the project will be executed by a qualified contractor. The project is estimated to cost \$2,892,000.

The City's application for a SDWRLF loan package of \$2,892,000 was recently approved by Business Oregon. The loan terms include a loan of \$2,712,000 with a forgivable loan amount of \$180,000, and an interest rate of 2.69% amortized over a 30-year term.

City Council approval of the resolution will authorize Mayor Woods to sign the financing contract. A copy of the contract is attached to the resolution as Exhibit 1.

City staff will update the City Council as the project moves forward and new information is known.

SUMMARY TIMELINE:

- February 5th City Council meeting – approval of a loan application to Business Oregon.
- May 20th City Council meeting – staff recommendation to approve Resolution 3524 authorizing a SDWRLF loan.

FISCAL IMPACT:

The project is estimated at \$2,892,000.

RECOMMENDED MOTION:

N/A – Resolutions are approved by a roll call vote.

ATTACHMENTS:

Attachment A – Resolution No. 3524

RESOLUTION NO. 3524

A Resolution authorizing a loan from the Safe Drinking Water Revolving Loan Fund by entering into a financing contract with the Oregon Infrastructure Finance Authority.

WHEREAS, the City of Dallas (the "Recipient") is a community or nonprofit non-community water system as defined in Oregon Administrative Rule 123-049-0010; and

WHEREAS, the Safe Drinking Water Act Amendments of 1996, Pub.L. 104-182, as amended (the "Act"), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund; and

WHEREAS, the Recipient has filed an application with the OBDD to obtain financial assistance for a "safe drinking water project" within the meaning of the Act, and the OBDD has approved the Recipient's application for financial assistance; and

WHEREAS, the Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number S24015, substantially in the form attached hereto as Exhibit 1, for the project as described in Exhibit C to that Financing Contract (the "Project"); and

WHEREAS, notice relating to the Recipient's consideration of the adoption of this Resolution is in full accordance with the Recipient's charter and ordinances and the laws of the State of Oregon;

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

Section 1. Financing Loan Authorized. The City Council authorizes the City Manager to execute the Financing Contract (the "Financing Documents") and such other documents as may be required to obtain financial assistance including a loan from the OBDD on the condition that the principal amount of the loan from the OBDD to the Recipient is not more than \$2,892,000 with \$180,000 eligible for principal forgiveness if contract conditions are met and the interest rate is not more than 2.69%. The proceeds of the loan from the OBDD must be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

Section 2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:

- (a) Revenue from Recipient's water system, including special assessment revenue;
- (b) Amounts withheld under subsection 285A.213(6);
- (c) The general fund of the Recipient;

- (d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or
- (e) Any other source.

Section 3. Additional Documents. The City Manager is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the OBDD for the Project pursuant to the Financing Documents.

Section 4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The [name of officer] of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or their bond counsel to protect the tax-exempt status of such interest.

Section 5. Effective Date. This resolution shall be effective upon adoption and approval.

Adopted: May 20, 2024
 Approved: May 20, 2024

 KENNETH L. WOODS, JR., MAYOR

ATTEST:

APPROVED AS TO FORM:

 BRIAN LATTA,
 CITY MANAGER

 LANE P. SHETTERLY,
 CITY ATTORNEY

SAFE DRINKING WATER REVOLVING LOAN FUND
FINANCING CONTRACT

Project Name: Clay Street Transmission Main Replacement Phase 2

Project Number: S24015

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Dallas (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A General Definitions
- Exhibit B Loan Security
- Exhibit C Project Description
- Exhibit D Project Budget
- Exhibit E Information Required by 2 CFR § 200.332(a)(1)
- Exhibit F Certification Regarding Lobbying

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$2,892,000.

“Forgivable Loan Amount” means \$180,000.

“Section 2A. Loan Amount” means \$2,712,000.

“Interest Rate” means 2.69% per annum.

“Maturity Date” means the 29th anniversary of the Repayment Commencement Date..

“Payment Date” means December 1.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 36 months after the date of this Contract.

“Repayment Commencement Date” means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- A. A non-revolving loan in an aggregate principal amount not to exceed the Section 2.A. Loan Amount.
- B. A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount.

“Loan” means, collectively and individually without distinction, as the context requires, the loans described in this Section 2.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract shall not exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement. OBDD shall allocate any disbursement equally between the Section 2.A. Loan and the Forgivable Loan. Notwithstanding the preceding sentence, those portions of the Forgivable Loan indicated in the budget line-items for Labor Standards Compliance and Project Management remain dedicated to those specific line-item activities and are not affected by any equal division allocation.

SECTION 4 - LOAN PAYMENT; PREPAYMENT; FORGIVENESS

- A. Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
 - (2) Optional Prepayment. Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.
- F. Forgiveness. Subject to satisfaction by Recipient of any special conditions in Exhibit C, if Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and provided that no Event of Default has occurred, OBDD shall, 90 days after the Project Completion Date, forgive repayment of the Forgivable Loan Amount and any interest accrued thereon and cancel the Forgivable Loan. The Forgivable Loan Amount and any interest forgiven remain subject to the requirements of OAR 123-049-0050, incorporated by this reference.

The above-described modification will be effective without the necessity of executing any further documents. However, at OBDD's request, Recipient shall execute and deliver to OBDD such additional agreements, instruments and documents as OBDD deems necessary to reflect such modification, including but not limited to an amendment to the Contract.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.

- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) Recipient delivers to OBDD an estimated schedule for Disbursement Requests for Project design, covering anticipated number, submission dates, and amounts. Prior to beginning construction, Recipient must also deliver to OBDD an estimated schedule for Disbursement Requests for construction, covering anticipated number, submission dates, and amounts.
 - (5) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

City Council Meeting
Monday, May 20, 2024
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SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) Recipient (a) is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon, and (b) owns a community water system, as defined in the Act and OAR 123-049-0010.
 - (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which

Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

- G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) Federal procurement requirements of 2 CFR part 200, subpart D.
 - (2) State labor standards and wage rates found in ORS chapter 279C, and federal prevailing wage provisions in accordance with the federal Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 to 3144, 3146 and 3147 (2002).
 - (3) Recipient is required to place a sign at construction sites supported under this Loan displaying the U.S. Environmental Protection Agency (“EPA”) logo in a manner that informs the public that the Project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. Recipient is required to comply with EPA signage requirements at:
https://www.epa.gov/sites/default/files/2015-01/documents/signage_required_tc.pdf
 - (4) SAFE DRINKING WATER IN OREGON: Program Guidelines & Applicant’s Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (March 2024) (“Safe Drinking Water Handbook”), available at
<https://www.oregon.gov/biz/Publications/SDWhandbook.pdf>.
 - (5) Federal Crossing-Cutting Authorities. All federal laws, executive orders and government-wide policies that apply by their terms to projects and activities receiving federal financial assistance, regardless of whether the Act makes them applicable (“Cross-Cutting Authorities”). The Safe Drinking Water Handbook contains a link to a list of the Cross-Cutting Authorities.
 - (6) Lobbying. Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. “Lobbying” means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.

Recipient shall submit to OBDD a Certification Regarding Lobbying, the form of which is attached as Exhibit F, and any applicable quarterly disclosure statement of covered lobbying activity. Recipient will cause any entity, firm or person receiving a contract or subcontract utilizing Loan proceeds in excess of \$100,000 to complete the same certification and any applicable disclosure statement, and submit them to Recipient. Recipient shall retain such certifications and make them available for inspection and audit by OBDD, the federal government or their representatives. Recipient shall forward any disclosure statements to OBDD.

- (7) Federal Audit Requirements. The Loan is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number and title is “66.468, Capitalization Grants for Drinking Water State Revolving Funds.” Recipient is a sub-recipient.
- (a) If Recipient receives federal funds in excess of \$750,000 in Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (c) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (8) Disadvantaged Business Enterprises. Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements.

Recipient will ensure that each procurement contract includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

- (9) Property Standards. Recipient shall comply with 2 CFR 200.313 which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- (10) Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II are obligations of Recipient, as applicable, and must be included, as applicable, by Recipient in its contracts related to the Project.
- (11) Iron and Steel Products. Pursuant to the 2016 Consolidated Appropriations Act (P.L. 114-113), none of the Financing Proceeds may be used for any part of the Project unless all of the iron and steel products used in the project are produced in the United States. “Iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (12) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Provide OBDD with copies of all Oregon Health Authority – approved plans and specifications relating to the Project, and a timeline for the construction bidding / award process, at least ten (10) days before advertising for bids.
- (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
- (4) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.
- (5) Permit OBDD to inspect the Project at any time.
- (6) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (7) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
- (8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.

E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan

acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

- F. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with Section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with Section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with Section 4.D.(1).
- I. Financial Records. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and

any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.

- K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- N. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- O. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or

any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

- P. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- Q. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
 - (4) Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
 - (5) Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall pay to OBDD such

amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. § 1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Recipient fails to make any Loan payment when due.
- B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or

- (5) Recipient takes any action for the purpose of effecting any of the above.
- E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this Section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, pursuant to ORS 285A.213(6) and OAR 123-049-0040.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Exercising any remedy listed in OAR 123-049-0040.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's

confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: Public Works Director
City of Dallas
187 SE Court Street
Dallas, OR 97338

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department

CITY OF DALLAS

By: _____
Edward Tabor, Infrastructure &
Program Services Director

By: _____
The Honorable Ken Woods, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman as per email dated 20 March 2024
David Berryman, Assistant Attorney General

City Council Meeting
Monday, May 20, 2024
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EXHIBIT A - GENERAL DEFINITIONS
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As used in this Contract, the following terms have the meanings below.

“Act” means “Safe Drinking Water Act,” 42 U.S.C. Sec. 300f, and all subsequent amendments, including the Amendments of 1996, Public Law 104-182.

“Award” means the award of financial assistance to Recipient by OBDD dated 28 February 2024.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Section 2.A. Loan and the Forgivable Loan.

“Forgivable Loan” means the forgivable Loan described in Section 2.B.

“Section 2.A. Loan” means the Loan described in Section 2.A. of this Contract.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“System” means Recipient’s drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B – LOAN SECURITY

- A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System
- (1) All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient’s System after payment of operation and maintenance costs of the System (“Net Revenues”). Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the “OBDD Lien”. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the “OBDD Lien”.
 - (2) Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.
 - (3) Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD’s liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 - (4) Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to 120% of the annual debt service due in the fiscal year on the Loan and any outstanding obligation payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien.
 - (5) Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - PROJECT DESCRIPTION

Recipient will, with the assistance of a professional engineer licensed in Oregon, complete final design and construction of approximately 1,800 feet of 16-inch diameter water main, from the terminus of the Phase 1 project to the intersection of Ash Street and Main Street. The new transmission line will be located one block south of the existing pipeline to avoid numerous existing utilities while also maintaining service to the downtown corridor; the Project will also include the installation of isolation valves that will tie the new line into the community's southern water distribution grid.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Design/Engineering	\$140,000	\$0
Construction	\$2,500,000	\$0
Construction Contingency	\$200,000	\$0
Labor Standards	\$15,000	\$0
Environmental Review	\$5,000	\$0
Project Management/Federal Requirements Assistance	\$15,000	\$0
Legal Fees	\$1,000	\$0
Cultural Resource Report(s) and Monitoring	\$1,000	\$0
Permitting and Regulatory Fees	\$15,000	\$0
Total	\$2,892,000	\$0

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)
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Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in SAM): City of Dallas
 - (ii) Subrecipient's Unique Entity Identifier (SAM): ZJHNE2QNGEG8
 - (iii) Federal Award Identification Number (FAIN): 98009022
 - (iv) Federal Award Date: 21 September 2022
 - (v) Sub-award Period of Performance Start and End Date: 36 months after the date of this Contract.
 - (vi) Sub-award budget period start and end dates: 36 months after the date of this Contract.
 - (vii) Total Amount of Federal Funds Obligated by this contract action: \$2,892,000
 - (viii) Total Amount of Federal Funds Obligated by the initial Contract and any amendments: \$2,892,000
 - (ix) Total Amount of Federal Award committed to the pass-through entity: \$11,064,000
 - (x) Federal award project description: Oregon's Drinking Water State Revolving Fund: This grant increases the capacity of Oregon to ensure that its public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection project initiatives, including acquiring conservation easements.
 - (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Edward Tabor, Infrastructure and Program Services Director, 503-949-3523
 - (xii) CFDA Number, Title, Amount: 66.468 Safe Drinking Water State Revolving Fund, Amount: \$2,892,000
 - (xiii) Is Award R&D? No
 - (xiv) Indirect cost rate for the Federal award: N/A
- * For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

EXHIBIT F - CERTIFICATION REGARDING LOBBYING

(Awards in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title Mayor, City of Dallas

Date _____