

AGENDA

REGULAR CITY COUNCIL MEETING

January 12, 2015

5:30 p.m.

CITY HALL COUNCIL CHAMBER

313 COURT STREET

THE DALLES, OREGON

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. OATH OF OFFICE
5. APPROVAL OF AGENDA
6. PRESENTATIONS/PROCLAMATIONS

A. Presentations to Outgoing City Councilors

7. AUDIENCE PARTICIPATION

During this portion of the meeting, anyone may speak on any subject which does not later appear on the agenda. Five minutes per person will be allowed. If a response by the City is requested, the speaker will be referred to the City Manager for further action. The issue may appear on a future meeting agenda for City Council consideration.

8. CITY MANAGER REPORT
9. CITY ATTORNEY REPORT
10. CITY COUNCIL REPORTS

A. Selection of a Council President

B. Assignment of City Councilors to Various Committees and Boards

CITY OF THE DALLES

"By working together, we will provide services that enhance the vitality of The Dalles"

11. CONSENT AGENDA

Items of a routine and non-controversial nature are placed on the Consent Agenda to allow the City Council to spend its time and energy on the important items and issues. Any Councilor may request an item be "pulled" from the Consent Agenda and be considered separately. Items pulled from the Consent Agenda will be placed on the Agenda at the end of the "Action Items" section.

- A. Approval of December 8, 2014 Regular City Council Meeting Minutes
- B. Resolution No. 15-001 Assessing Real Property Located at 1815 Montana Street for the Cost of Abatement of Hazardous Vegetation
- C. Resolution No. 15-002 Assessing Real Properties Located at 2628 East 14th Street and 1606 and 1608 Montana Street for the Cost of Abatement of Junk and Hazardous Vegetation
- D. Resolution No. 15-007 Appointing Donna Lawrence to the Museum Commission

12. CONTRACT REVIEW BOARD ACTIONS

- A. Award Contract for Scenic Drive Reconstruction Phase I Project to Construct a Retaining Wall to Stabilize Movement of Roadway [**Agenda Staff Report #15-001**]
- B. Award Contract for West Seventh Street Improvements [**Agenda Staff Report #15-002**]

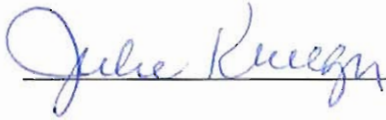
13. ACTION ITEMS

- A. Approval of Agreement With Northern Wasco County Parks and Recreation District for Maintenance of Riverfront Trail and Downtown Street Trees [**Agenda Staff Report #15-003**]
- B. Approval of Funding Arrangement for Airport Projects [**Agenda Staff Report #15-004**]
 - 1. Resolution No. 15-006, a Joint Resolution With Klickitat County Approving a Funding Arrangement Including Application by the City for a Loan Under the LOCAP Program for Design and Construction of a New T-Hangar Complex and Flex Space Building, and Acquisition of a Hangar
 - 2. Resolution No. 15-005 Approving a Financing Agreement for Airport Facility Improvements and Authorizing Execution of Necessary Agreements, Documents and Certificates

14. ADJOURNMENT

This meeting conducted in a handicap accessible room.

Prepared by/
Julie Krueger, MMC
City Clerk

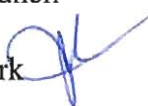




AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
January 12, 2015	City Council Reports 10, B	

TO: Honorable Mayor and City Council

FROM: Julie Krueger, MMC, City Clerk 

THRU: Nolan K. Young, City Manager

DATE: December 30, 2015

ISSUE: 2015 City Council Committee Assignments.

RELATED CITY COUNCIL GOAL N/A.

PREVIOUS AGENDA REPORT NUMBERS N/A.

BACKGROUND: Each January following a City Council election, the Mayor reviews the City Council's committee assignments. This is an opportunity for Councilors to request changes to their assignments, to keep the ones they are currently assigned, and to allow new Councilors an opportunity to serve on a City committee as the Council representative.

During the meeting the Council will also need to nominate and elect a Council President.

BUDGET IMPLICATIONS: None.

ALTERNATIVES:

- A. The City Council may consider and move to concur with the Mayor's proposed committee assignments as outlined in the table below or propose amendments to the proposed assignments.

CURRENT COMMITTEE ASSIGNMENTS

COMMITTEE	Currently Serving	Meetings	2015 Assignment
BUDGET	All Councilors	2 weeks in May	All Councilors
AIRPORT	Tim McGlothlin	3 rd Friday 7:00 a.m.	Tim McGlothlin
SISTER CITY	Dan Spatz	varies	Dan Spatz
HISTORIC LANDMARKS	Carolyn Wood	4 th Wednesday 4:00 p.m.	Linda Miller
TRAFFIC SAFETY	Tim McGlothlin	3 rd Wednesday 7:00 a.m.	Russ Brown
URBAN RENEWAL ADVISORY	Linda Miller	3 rd Tuesday 5:30p.m.	Linda Miller
QLIFE	Bill Dick Carolyn Wood	3 rd Thursday Noon	Dan Spatz Taner Elliott
MCEDD	Dan Spatz	3 rd Wednesday (quarterly) 4:00 p.m.	Steve Lawrence
MCCOG	Carolyn Wood	Bi-monthly, 4 th Tuesday, 3:00 p.m.	Russ Brown
OUTREACH TEAM	Steve Lawrence	varies/trips to DC	Steve Lawrence

MOTION: *Move to concur with the Mayor's committee assignments as proposed.*

- B. Make changes to the assignments, then approve as amended.



AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
January 12, 2015	Consent Agenda 11, A - D	N/A

TO: Honorable Mayor and City Council

FROM: Julie Krueger, MMC, City Clerk

THRU: Nolan K. Young, City Manager

DATE: December 29, 2014

ISSUE: Approving items on the Consent Agenda and authorizing City staff to sign contract documents.

A. **ITEM:** Approval of December 8, 2014 City Council Meeting Minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the December 8, 2014 City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: That City Council review and approve the minutes of the December 8, 2014 City Council meeting.

B. **ITEM:** Resolution No. 15-001 Assessing the property at 1815 Montana Street for abatement of hazardous vegetation.

BUDGET IMPLICATIONS: Assessment fees will be entered on the City's Lien Docket for collection.

SYNOPSIS: A Notice to Abate Nuisance Conditions was posted by Nikki Lesich, the City's Code Enforcement Officer, upon the properties located at 1815 Montana Street on October 3, 2014. The Notice to Abate Nuisance Conditions advised the property owners of nuisance conditions existing upon the property, consisting of the presence of hazardous vegetation. When the property owners did not remove the nuisance conditions, the City hired a contractor (Rod Huante) to abate the public nuisance. The cost for removal of the nuisance conditions was \$450.00.

On November 4, 2014, a notice of the proposed assessment for the costs of the abatements was sent to Weston & Ashley Tappendorf, the owners of the property located at 1815 Montana Street. A copy of the notice is enclosed with this staff report. The notice advised the owners they had until November 10, 2014 to file any objections to the proposed assessment, and that if the assessment was not paid by December 4, 2014, the amount of the assessment would be imposed as a lien upon the property. No objections to the assessments were filed by November 10, 2014, and no payment has been made toward the proposed assessment by the property owners.

RECOMMENDATION: That the City Council adopt Resolution No. 15-001 assessing the properties at 1815 Montana Street for abatement of hazardous vegetation.

C. **ITEM:** Resolution No. 15-002 Assessing the property at 2628 East 14th Street and 1606 and 1608 Montana Street for abatement of hazardous vegetation.

BUDGET IMPLICATIONS: Assessment fees will be entered on the City's Lien Docket for collection.

SYNOPSIS: A Notice to Abate Nuisance Conditions was posted by Nikki Lesich, the City's Code Enforcement Officer, upon the properties located at 2628 East 14th Street and 1606 & 1608 Montana Street on August 3, 2014 and October 3, 2014, respectively. The Notice to Abate Nuisance Conditions advised the property owners of nuisance conditions existing upon the properties, consisting of the presence of junk and hazardous vegetation. When the property owners did not remove the nuisance conditions, the City hired Rod Huante to abate the public nuisances. The cost for removal of the nuisance conditions was \$1,400.00 for the property located at 2628 East 14th Street, and \$775.00 for the property located at 1606 & 1606 Montana Street. These costs include an administrative fee of \$500 required by General Ordinance No. 93-1162.

On October 27, 2014, a notice of the proposed assessment for the costs of the abatement was sent to Martin & Carlee Donnell, the owners of the property located at 2628 East 14th Street. On November 4, 2014, a notice of the proposed assessment for the costs of the

abatement was sent to Troy & Elizabeth Depuydt, the owners of the property at 1606 & 1608 Montana Street. Copies of the notices are enclosed with this staff report. The notices advised the owners they had until November 3, 2014 and November 10, 2014 to file any objections to the proposed assessments, respectively, and that if the assessments were not paid by November 12, 2014 and November 19, 2014, respectively, the amount of the assessments would be imposed as a lien upon the properties. No objections to the assessments were filed by November 3rd or November 10th, 2014, and no payment has been made toward the proposed assessments by any of the property owners.

RECOMMENDATION: That the City Council adopt Resolution No. 15-002 assessing the properties at 2628 East 14th Street and 1606 & 1608 Montana Street for abatement of junk and hazardous vegetation.

- D. **ITEM:** Resolution No. 15-007 Concurring With the Mayor's Appointment of Donna Lawrence to the Museum Commission.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The Mayor has selected Donna Lawrence to fill a vacancy on the Museum Commission.

RECOMMENDATION: That the City Council adopt Resolution No. 15-007 concurring with the Mayor's appointment of Donna Lawrence to the Museum Commission.

MINUTES

REGULAR COUNCIL MEETING
OF
DECEMBER 8, 2014
5:30 P.M.

THE DALLES CITY HALL
313 COURT STREET
THE DALLES, OREGON

PRESIDING: Mayor Steve Lawrence

COUNCIL PRESENT: Bill Dick, Carolyn Wood, Dan Spatz, Tim McGlothlin, Linda Miller

COUNCIL ABSENT: None

STAFF PRESENT: City Manager Nolan Young, City Attorney Gene Parker, City Clerk Julie Krueger, Administrative Fellow Daniel Hunter, Finance Director Kate Mast, Police Chief Jay Waterbury, Senior Planner Dawn Hert, Public Works Director Dave Anderson, Librarian Jeff Wavrunek

CALL TO ORDER

Mayor Lawrence called the meeting to order at 5:30 p.m.

ROLL CALL

Roll call was conducted by City Clerk Krueger; all Councilors present.

PLEDGE OF ALLEGIANCE

Mayor Lawrence invited the audience to join in the Pledge of Allegiance.

APPROVAL OF AGENDA

The Fort Dalles Fourth Update and Action Item 12, C, Agreement with Klickitat County for LOCAP repayment, were removed from the agenda. It was moved by Wood and seconded by Dick to approve the agenda as amended. The motion carried unanimously.

PRESENTATIONS

Mayor Lawrence read a special letter of commendation to Police Officer Amanda Fedunok for receiving the highest award from the Department of Public Safety Standards and Training. He said this was the Victor Atiyeh Outstanding Student Award. Fedunok was honored for all aspects of training, including classroom, physical fitness, survival skills and leadership.

Police Chief Waterbury said Officer Fedunok was the second officer with the City to ever receive this high honor and said he was very proud of her accomplishments.

AUDIENCE PARTICIPATION

Randy Cole, 816 East 20th Street, The Dalles, congratulated the City Council for investing in the east end of the downtown. He said the improvements to the Sunshine Mill property were a huge improvement for people entering our community from the east side of town. Mr. Cole gave each Councilor a small bottle of sparkling cider to toast their success.

Corliss Marsh, 1401 East 21st Street, The Dalles, encouraged everyone to consider a donation to the Oregon Cultural trust. She said it was a tax credit and that funds came back to the community through their grant program, noting \$8,000 was given in grants in 2014, for Wasco County projects. Marsh handed out bookmarks which listed the 2014 Wasco County grant recipients.

CITY MANAGER REPORT

City Manager Young introduced new Librarian Jeff Wavrunek. Mr. Wavrunek was welcomed to the City.

CITY ATTORNEY REPORT

City Attorney Parker said he continued to work with bond Counsel regarding the Airport LOCAP funding and expected it would be ready for Council consideration in January. Parker said he was helping staff to develop the Request for Proposals language to purchase financial software.

CITY COUNCIL REPORTS

Councilor Wood said the Council of Governments Board had a meeting on November 25, discussing program review. She said the Historic Landmarks Commission meeting was scheduled for November 17 and QLife Agency meeting was scheduled for December 18.

MINUTES (Continued)
Regular Council Meeting
December 8, 2014
Page 3

Councilor McGlothlin said the Airport Board meeting had been postponed. He said he had attended the Starlight Parade, representing the Mayor and said the parade had been very well attended.

Councilor Spatz said he would be attending his final Mid Columbia Economic Development District meeting this week. He said his wife had taken a job with the District, so he would be leaving the Board to avoid any conflict of interest. Spatz provided copies of the One Gorge mission, saying more information would be coming about this concept. He said the AGORA program was now being offered State-wide, after being tested in the Columbia Gorge. Spatz invited the Council to attend an open house on December 16, 4:00 p.m. for the opening of the college's welding lab.

Councilor Miller said she had attended the November 25 Urban Renewal Advisory Committee meeting, where Rapoza Development had requested an extension of their DDA. She said the Agency would hear that request at their meeting tonight.

Mayor Lawrence said he attended the Google ceremony to celebrate their grants for the year and said he would be attending the Japanese Consulate event to celebrate the Emperor of Japan's birthday.

CONSENT AGENDA

It was moved by Wood and seconded by Miller to approve the Consent Agenda as presented. Councilor Spatz asked that the last paragraph on page 2 include a note that the statement had been made by the Fire Chief. The motion carried unanimously.

The item approved by Consent Agenda was approval of the November 24, 2014 regular City Council meeting minutes, as corrected.

CONTRACT REVIEW BOARD ACTIONS

Award Contract With FAA Architecture and Interiors for Completion of Construction and Bid Documents for The Dalles/Wasco Cunt Children's Wing Addition

The staff report was reviewed by Administrative Fellow Hunter and Librarian Wavrunek.

It was moved by Wood and seconded by McGlothlin to award a contract to FAA Architecture and Interiors for final construction and bid documents for the children's wing addition to The Dalles/Wasco County Library in the amount of \$61,331 with reimbursable not to exceed \$3,500.00. The motion carried unanimously.

ACTION ITEMS

Resolution No. 14-037 Approving a Rate Increase for The Dalles Disposal

City Attorney presented the staff report, pointing out the requested information of rates from other communities had been provided.

Mayor Lawrence asked Mr. Swetnam to provide a copy of the list of services when it was updated. He asked what the age was for senior citizens to receive free service. Mr. Swetnam said the age was 85, and in addition to that, there were discount programs in place for low income, senior citizens and handicapped.

Councilor Spatz said he appreciated the rate comparison information.

Councilor Miller said she would abstain from voting because she was employed by the same company.

It was moved by McGlothlin and seconded by Wood to adopt Resolution No. 14-037 approving a rate increase resulting from increased operational and disposal fee costs incurred by The Dalles Disposal Service, effective January 1, 2015. The motion carried unanimously, Miller abstaining.

Request by Mid Columbia Council of Governments for Systems Development Charge Reductions for the New Transit Facility

Senior Planner Hert reviewed the staff report.

There was a discussion regarding who paid for improvements when an entity received a discount. Public Works Director Anderson said it would be spread across the other users of the system. He said other governmental or non-profit entities had received this discount in the past.

It was moved by Wood and seconded by Spatz to approve the Mid Columbia Council of Governments request for the additional 50% reduction in transportation systems development charges and a 50% reduction on the sanitary and storm sewer systems development charges for the new transit facility building.

Councilor Miller said she was comfortable with the transportation fee waiver, but not the request for the sanitary and storm sewer waiver requests.

The motion to approve the Mid Columbia Council of Governments request for the additional 50% reduction in transportation systems development charges and a 50% reduction on the sanitary and storm sewer systems development charges for the new transit facility building was voted on and carried, Miller and McGlothlin voting no.

Authorization for Northern Wasco County Parks and Recreation District to Utilize Enterprise Zone Fee Revenue for Thompson Pool Project

City Manager Young reviewed the staff report.

Interim Parks and Recreation District Manager Karl Cozad said he appreciated the collaboration of partners to keep the pool project moving forward and noted the project was on schedule.

It was moved by McGlothlin and seconded by Spatz to approve the use of \$100,000 of Enterprise Zone funds by Northern Wasco County Parks and Recreation District for the construction of Thompson Pool, contingent on approval by Wasco County Commission. The motion carried unanimously.

Special Ordinance No. 14-563 Vacating a Portion of the Alley Between East First and East Second Street for the Granada Block Redevelopment Project

The staff report was reviewed by City Attorney Parker.

City Clerk Krueger read Special Ordinance No. 14-563 by title.

Councilor Miller said she had supported the proposed vacation in past votes, but was hearing from constituents that the City should wait until there is an actual development before proceeding with the vacation process.

Councilor Spatz said the vacation could be rededicated if no project proceeded in the block.

It was moved by Spatz and seconded by Wood to adopt Special Ordinance No. 14-563 vacating a portion of the alley between East First and East Second Streets for the Granada Block Redevelopment Project, by title. The motion carried, Miller voting no.

MINUTES (Continued)
Regular Council Meeting
December 8, 2014
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ADJOURNMENT

Being no further business, the meeting adjourned at 6:30 p.m.

Submitted by/
Julie Krueger, MMC
City Clerk

SIGNED:

Stephen E. Lawrence, Mayor

ATTEST:

Julie Krueger, MMC, City Clerk



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481

CERTIFIED MAIL

November 4, 2014

Weston & Ashley Tappendorf
PO Box 759
The Dalles OR 97058

NOTICE OF ASSESSMENT - 1815 Montana Street

Dear Mr. And Mrs. Tappendorf:

This Notice is to inform you of the assessment costs for the clean-up and removal of noxious vegetation from your property located at 1815 Montana Street, The Dalles, Oregon, and known as 1N 13E 10AA #9100, which clean-up was performed on October 28, 2014.

The total cost of the assessment is **\$450.00**. The total assessment of \$450.00 will become a lien against the property unless paid within 30 days of the date of this Notice, **December 4, 2014**.

If you object to the cost of the abatement as indicated, you may file a notice of objection with the City Clerk within five (5) days of the date of this notice, **November 10, 2014**. The objection shall be delivered in person or by mail to City Clerk, 313 Court Street, The Dalles, Oregon, 97058.

CITY OF THE DALLES

Julie Krueger, MMC
City Clerk

c: Gene Parker, City Attorney
Nikki Lesich, Codes Enforcement Officer



CITY of THE DALLES

313 COURT STREET
THE DALLES, OR 97058

PH. (541) 296-5481
FAX (541) 296-6906

CERTIFIED MAIL

October 27, 2014

Martin & Carlee Donnell
2628 East 14th Street
The Dalles OR 97058

NOTICE OF ASSESSMENT - 2628 East 14th Street

Dear Mr. And Mrs. Donnell:

This Notice is to inform you of the assessment costs for the clean-up and removal of junk and rubbish from your property located at 2628 East 14th Street, The Dalles, Oregon, and known as 1N 13E 2DD #3800, which clean-up was performed on October 13, 2014.

The total cost of the assessment, including the City's administrative fee, is **\$1,400.00**. This assessment includes a \$500.00 administrative fee as required by ordinance for City abatement of nuisances. The total assessment of \$1,400.00 will become a lien against the property unless paid within 15 days of the date of this Notice, **November 12, 2014**.

If you object to the cost of the abatement as indicated, you may file a notice of objection with the City Clerk within five (5) days of the date of this notice, **November 3, 2014**. The objection shall be delivered in person or by mail to City Clerk, 313 Court Street, The Dalles, Oregon, 97058.

CITY OF THE DALLES

Julie Krueger, MMC
City Clerk

c: Gene Parker, City Attorney
Nikki Lesich, Codes Enforcement Officer



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481

CERTIFIED MAIL

November 4, 2014

Troy & Elizabeth Depuydt
2665 Warren Street
Santa Cruz, CA 95062

NOTICE OF ASSESSMENT - 1606 & 1608 Montana Street

Dear Mr. & Mrs. Depuydt:

This Notice is to inform you of the assessment costs for the clean-up and removal of junk and vegetation from your property located at 1606 and 1608 Montana Street, The Dalles, Oregon, and known as 1N 13E 11BB #7500, which clean-up was performed on October 28, 2014.

The total cost of the assessment, including the City's administrative fee, is **\$775.00**. This assessment includes a \$500.00 administrative fee as required by ordinance for City abatement of nuisances. The total assessment of \$775.00 will become a lien against the property unless paid within 15 days of the date of this Notice, **November 19, 2014**.

If you object to the cost of the abatement as indicated, you may file a notice of objection with the City Clerk within five (5) days of the date of this notice, **November 10, 2014**. The objection shall be delivered in person or by mail to City Clerk, 313 Court Street, The Dalles, Oregon, 97058.

CITY OF THE DALLES

Julie Krueger, MMC
City Clerk

c: Gene Parker, City Attorney
Nikki Lesich, Codes Enforcement Officer

RESOLUTION NO. 15-001

A RESOLUTION ASSESSING THE REAL PROPERTY LOCATED AT 1815 MONTANA STREET FOR THE COSTS OF ABATEMENT OF HAZARDOUS VEGETATION

WHEREAS, the City Code Enforcement Officer posted a Notice to Abate Nuisance upon the following listed property on the date shown below:

<u>Property</u>	<u>Assessor's Map No</u>	<u>Date of Posting</u>
1815 Montana Street	1N 13E 10AA #9100	October 3, 2014

and

WHEREAS, the following persons are the owners of the above listed property:

<u>Property</u>	<u>Owner</u>
1815 Montana Street	Weston & Ashley Tappendorf

and

WHEREAS, the Notice to Abate Nuisance posted for the properties required the removal of hazardous vegetation from the property pursuant to the provisions of General Ordinance No. 99-1234; and

WHEREAS, the Notice to Abate Nuisance further provided that if the nuisance conditions were not abated, the City would hire a contractor to abate the nuisance conditions, and the costs of the abatement would be charged to the owners of the property, and become a lien upon the property; and

WHEREAS, as a result of the owners' failure to abate the nuisance conditions on their property, the City hired a contractor (Rod Huante) who abated the nuisance conditions, at a cost of \$450.00 for the property located at 1815 Montana Street; and

WHEREAS, pursuant to Section 7 of General Ordinance No. 99-1234, the City Clerk sent a Notice of Assessment by certified mail on November 4, 2014 to the owners of the property. The Notice of Assessment advised the property owners of the sum that had been incurred for the abatement, and that the sum would become a lien upon the properties if the amounts listed were not paid by December 4, 2014; and

WHEREAS, the November 4, 2014 Notice of Assessment also advised the property owners that they had until November 10, 2014 to file any objection to the proposed assessment; and

WHEREAS, the owners have not filed any objections to the proposed assessment, and the owners have not paid the assessment by the stated deadline, and the City Council finds that the statement of the amount of the proposed assessment is correct, and that there is no reason to justify any delay in proceeding with the imposition of a lien upon the property for the costs of the assessment;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES
RESOLVES AS FOLLOWS:**

Section 1. Assessment. The cost of the abatement of the nuisance conditions consisting of the removal of hazardous vegetation for the property listed below is assessed upon the following property:

<u>Name/Address</u>	<u>Description</u>	<u>Final Assessment</u>
Weston & Ashley Tappendorf PO Box 759 The Dalles, OR 97058	1N 13E 10AA #9100	\$450.00

The legal description for the above listed property is set forth in Exhibit "A".

Section 2. Docket Entry. Upon passage of this Resolution and its approval by the Mayor, the City Clerk is instructed and directed to enter into the Docket of City Liens the following matters in relation to the assessment:

- a. The foregoing legal description of the property assessed.
- b. The name of the owners or statement that the owners are unknown.
- c. The sum assessed upon each lot or tract of land.
- d. The date of the docket entry.

Section 3. Notices/Collection of Assessment. The City Clerk is directed to proceed with notice and collection of the assessment in accordance with the procedures prescribed by State law for enforcement of liens and collection of assessments.

Section 4. Effective Date. This Resolution shall be effective as of January 12, 2015.

PASSED AND ADOPTED THIS 12TH DAY OF JANUARY, 2015

Voting Yes, Councilors: _____

Voting No, Councilors: _____

Absent, Councilors: _____

Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 12TH DAY OF JANUARY, 2015

Stephen E. Lawrence, Mayor

ATTEST:

Julie Krueger, MMC, City Clerk

EXHIBIT "A" FOR 1815 MONTANA STREET

A tract of land being an Easterly portion of Lot 7, COLUMBIA TERRACE (DIVISION NO. 1), in the City of The Dalles, Wasco County, State of Oregon, more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 7; thence on a 16.57 degree curve to the right 82.25 feet (the long chord of which bears South 71 degrees 15' West 82 feet); thence North 14 degrees 39' West 106.06 feet; thence North 53 degrees 45' 10" East 51.26 feet; thence South 30 degrees 38' 05" East 123.85 feet to the point of beginning.

RESOLUTION NO. 15-002

**A RESOLUTION ASSESSING THE REAL PROPERTIES LOCATED
AT 2628 EAST 14TH STREET AND 1606 & 1608 MONTANA STREET FOR
THE COSTS OF ABATEMENT OF JUNK AND HAZARDOUS VEGETATION**

WHEREAS, the City Code Enforcement Officer posted a Notice to Abate Nuisance upon the following listed properties on the dates shown below:

<u>Property</u>	<u>Assessor's Map No.</u>	<u>Date of Posting</u>
2628 East 14 th Street	1N 13E 2DD #3800	August 13, 2014
1606 & 1608 Montana Street	1N 13E 11BB #7500	October 3, 2014

and

WHEREAS, the following persons are the owners of the following listed properties;

<u>Property</u>	<u>Owner</u>
2628 East 14 th Street	Martin & Carlee Donnell
1606 & 1608 Montana Street	Troy & Elizabeth Depuydt

and

WHEREAS, the Notice to Abate Nuisance required the removal of junk and hazardous vegetation from the listed properties pursuant to the provisions of General Ordinance Nos. 93-1162 and 99-1234; and

WHEREAS, the Notice to Abate Nuisance further provided that if the nuisance conditions were not abated, the City would hire a contractor to abate the nuisance conditions, and the costs of the abatement would be charged to the owner of the properties, and become a lien upon the properties; and

WHEREAS, as a result of the owners' failure to abate the nuisance conditions on the properties, the City hired the following listed contractors, who abated the nuisance conditions on the dates listed below, for the costs listed below;

<u>Property</u>	<u>Contractor</u>	<u>Date of Abatement</u>	<u>Cost</u>
2628 East 14 th St.	Rod Huante	October 13, 2014	\$900.00
1606 & 1608 Montana St.	Rod Huante	October 28, 2014	\$275.00

and

WHEREAS, pursuant to Section 34 of General Ordinance No. 93-1162 and Section 7 of General Ordinance No. 99-1234, the City Clerk sent a Notice of Assessment by certified mail on October 27, 2014 to Martin & Carlee Donnell, and on November 4, 2014 to Troy & Elizabeth Depuydt, advising them that the total costs of the assessment for each property was \$1,400.00 and \$775.00 respectively, which sums included a \$500 administrative fee required by General Ordinance No. 93-1162, and that the listed sums would become a lien upon the respective properties if the amounts were not paid by November 12, 2014 and November 19, 2014; and

WHEREAS, the October 27, 2014 Notice of Assessment to Martin & Carlee Donnell advised them they had until November 3, 2014 to file any objection to the proposed assessments; and

WHEREAS, the November 4, 2014 Notice of Assessment to Troy & Elizabeth Depuydt advised them they had until November 10, 2014 to file any objection to the proposed assessments; and

WHEREAS, none of the affected property owners filed any objection by the stated deadlines, and none of them paid the listed amounts by the stated deadlines, and the City Council finds that the statement of the amount of the proposed assessments is correct, and that no reason exists to justify any delay in proceeding with the imposition of a lien upon the properties for the costs of the assessments;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES
RESOLVES AS FOLLOWS:**

Section 1. Assessment. The cost of the abatement of the nuisance conditions consisting of the removal of junk and hazardous vegetation for the properties located at 2628 East 14th Street and 1606 & 1608 Montana Street, in The Dalles, Oregon, is assessed upon the following properties:

<u>Name/Address</u>	<u>Description</u>	<u>Final Assessment</u>
Martin & Carlee Donnell P.O. Box 1285 The Dalles, OR 97058	1N 13E 2DD #3800	\$1,400.00

Troy & Elizabeth Depuydt
2665 Warren Street
Santa Cruz, CA 95062

1N 13E 11BB #7500

\$775.00

The legal description for the properties is shown in the attached Exhibit "A".

Section 2. Docket Entry. Upon passage of this Resolution and its approval by the Mayor, the City Clerk is instructed and directed to enter into the Docket of City Liens the following matters in relation to the assessment:

- a. The foregoing legal description of the property assessed.
- b. The name of the owners or statement that the owners are unknown.
- c. The sum assessed upon each lot or tract of land.
- d. The date of the docket entry.

Section 3. Notices/Collection of Assessment. The City Clerk is directed to proceed with notice and collection of the assessment in accordance with the procedures prescribed by State law for enforcement of liens and collection of assessments.

Section 4. Effective Date. This Resolution shall be effective as of January 12, 2015.

PASSED AND ADOPTED THIS 12TH DAY OF JANUARY, 2015

Voting Yes, Councilors: _____

Voting No, Councilors: _____

Absent, Councilors: _____

Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 12TH DAY OF JANUARY, 2015

Stephen E. Lawrence, Mayor

ATTEST:

Julie Krueger, MMC, City Clerk

EXHIBIT "A" FOR 2628 EAST 14TH AND
1606 & 1608 MONTANA STREET

1N 13E 2DD Tax Lot 3800

Parcel 2 of Partition Plat No. 96-0038, recorded December 2, 1996 as Microfilm No. 96-5168, County of Wasco, State of Oregon, being a portion of Lots 9 and 10, Block 11, THOMPSON'S ADDITION, Wasco County, State of Oregon.

1N 13E 11BB Tax Lot 7500

Lot 33, COLUMBIA TERRACE (DIVISION #1).

RESOLUTION NO. 15-007

**A RESOLUTION CONCURRING WITH THE MAYOR'S
APPOINTMENT OF DONNA LAWRENCE TO THE MUSEUM COMMISSION**

WHEREAS, there is a vacancy on the Museum Commission; and

WHEREAS, the Mayor has selected Donna Lawrence to fill a vacancy on the Museum
Commission; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS
FOLLOWS:**

Section 1. The City Council concurs with the appointment of Donna Lawrence to the
Museum Commission, term to expire April 30, 2018.

Section 2. This Resolution shall be effective January 12, 2015.

PASSED AND ADOPTED THIS 12th DAY OF JANUARY, 2015

Voting Yes, Councilors: _____
Voting No, Councilors: _____
Absent, Councilors: _____
Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 12th DAY OF JANUARY, 2015

SIGNED:

ATTEST:

Stephen E. Lawrence, Mayor

Julie Krueger, MMC, City Clerk



CITY OF THE DALLES
Department of Public Works
1215 West 1st Street
The Dalles, Oregon 97058

AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
January 12, 2015	Contract Review Board 12, A	15-001

TO: Honorable Mayor and City Council

FROM: Dale S. McCabe, City Engineer

THRU: Nolan K. Young, City Manager

DATE: December 31, 2014

ISSUE: Award Contract for East Scenic Drive Stabilization, Phase 1, Contract No. 2015-005.

RELATED CITY COUNCIL GOAL: 2014-2015 City Council Goals; Goal 1. Tier I: Item E. - Pursue Scenic Drive Stabilization Project, Phase 1.

BACKGROUND: The City of The Dalles Public Works Department advertised for bids for the East Scenic Drive Stabilization, Phase 1 Project, Contract No. 2015- 005. The scope of work for the project was stated as follows: "The work to be performed shall consist of furnishing all materials, labor, and equipment necessary in the construction of storm drain mains, manholes, subsurface drains, soldier pile retaining walls, and asphalt trench resurfacing for Phase 1 of the East Scenic Drive Stabilization Project. All work will be conducted in accordance with the contract documents."

The East Scenic Drive Stabilization Project is located within the historic Kelly Avenue Landslide area. The City of The Dalles is planning to make improvements to an approximate 1/4 mile segment of East Scenic Drive, located between Jefferson Street and Esther Way, where the existing roadway is severely deteriorated and the embankment is failing. The Kelly Avenue

Landslide was originally investigated and re-mediated with the installation of de-watering wells and monitoring inclinometers in the late 1980's to mitigate the landslide movements that were occurring. Since that time, quarterly monitoring of the de-watering wells and inclinometers has been performed and the landslide has been deemed stable.

However, over the past several years, the inclinometer monitoring has indicated that small lateral displacements or movements have been occurring at a depth of approximately 10 feet. With the discovery of those movements, in January of 2011, the City contracted with the Geotechnical Engineering firm of Shannon and Wilson (the same firm that performs the quarterly monitoring) to conduct a site reconnaissance to investigate the cause of the small lateral displacements that have occurred. The reconnaissance that was conducted included performing further geotechnical explorations in the area, performing a slope stability analysis, and providing an evaluation of conceptual embankment stabilization alternatives for mitigating for those small lateral displacements. As a result of that reconnaissance, those shallow displacements or movements have been determined to be located within the embankment fill material of Scenic Drive and have been determined to not be related to the original Kelly Avenue Landslide. Also, based on the findings of that reconnaissance, it was determined that a soldier pile retaining wall system would be the best overall alternative for stabilization of the shallow movements of the embankment fill material.

With the damage that occurred to the project area as a result of the original Kelly Avenue Landslide and with the continued shallow movements within the embankment fill material, the pavement section of Scenic Drive has become severely cracked and distressed and there has been considerable damage to the surrounding improvements and infrastructure throughout the project area. As a result, the roadway catch basins and drain pipes that were installed settled to a depth that they no longer experience positive drainage and they no longer drain surface water away from the roadway. It has been determined that the existing storm drain system is contributing to the embankment failure because of segments of cracked or broken pipe allowing collected runoff to infiltrate into the embankment fill material.

The most severe pavement distress has occurred in portions of the roadway on the north side near the downhill edge of the embankment. There are longitudinal and alligator pavement cracks throughout the westbound lane and several inches of settlement have occurred from the area a couple of feet north of the center line to the north curb line. The north curb has also settled several inches and is sliding down the slope in some areas.

The intent of the East Scenic Drive Stabilization, Phase 1 Project, is to construct approximately 565 feet (horizontal) of an approximate 1085 feet of soldier pile retaining wall system to stabilize the shallow roadway embankment failures. The project will also include the proper subsurface drains being installed for the installation of the new retaining wall system, and the storm water collection system for Scenic Drive will be renewed to adequately collect and discharge storm water runoff and become a functioning system once again.

The second phase of the project is anticipated to occur in fiscal years 2018-2019 once additional funds have been collected and saved. The phase 2 project will include installation of the remaining portion of the soldier pile retaining wall system, replacement of the existing sanitary sewer collection system, installation of new curb and gutter and sidewalk, and reconstruction of the Scenic Drive roadway segment between Jefferson Street and Esther Way.

The bid opening for the Phase 1 contract was held on December 3, 2014 at 2:00 p.m. for which we received four bids. The bids received were as follows.

1. Crestline Construction, in the amount of \$1,173,848.00.
2. Tapani Incorporated, in the amount of \$1,264,126.00.
3. Nutter Corporation, in the amount of \$1,288,850.22.
4. 3 Kings Environmental, INC., in the amount of \$1,385,967.00.

The bids were reviewed by City staff to make sure that the proper material was submitted and the bids were deemed complete. References were contacted and also found to be favorable.

BUDGET IMPLICATIONS: The City has budgeted \$1,089,532.00 for the stabilization portion of this project in the Street Fund 13, Line Code 7510. The City has also budgeted \$325,000.00 for the storm water system improvements in the Sewer Reserve Fund 56, Line Code 7640. The low bid for this project falls under the amounts that were budgeted and that are available for this project.

ALTERNATIVES:

- a. Staff Recommendation: *Authorize the City Manager to enter into contract with Crestline Construction, in an amount not to exceed \$1,173,848.00.*
- b. Provide additional research in response to questions raised by City Council.
- c. Not to proceed with the contract.



CITY OF THE DALLES
Department of Public Works
1215 West 1st Street
The Dalles, Oregon 97058

AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
January 12, 2015	Contract Review Board 12, B	15-002

TO: Honorable Mayor and City Council

FROM: Dale S. McCabe, City Engineer

THRU: Nolan K. Young, City Manager

DATE: December 31, 2014

ISSUE: Award Contract for West Seventh Street Extension, Contract No. 2015-006.

RELATED CITY COUNCIL GOAL: None.

BACKGROUND: The City of The Dalles Public Works Department advertised for bids for the West Seventh Street Extension Project, Contract No. 2015- 006. The scope of work for the project was stated as follows: “The work to be performed shall consist of furnishing all materials, labor, and equipment necessary in the construction of storm drain mains, manholes, catch basins, concrete curb and gutter, and street construction including aggregate base, concrete and asphalt pavement. All work will be conducted in accordance with the contract documents.”

This project is a Local Improvement District (LID) project that was initiated by the City on behalf of Mid-Columbia Council of Governments as part of their Transit Center project. The formation of the West Seventh Street Extension LID project was approved at the October 27, 2014 City Council meeting. The project will consist of constructing all necessary public infrastructure improvements to make the physical connection of W 7th Street between Hostetler Street and Chenoweth Loop Road.

Construction of the W 7th Street LID project will include grading and compaction of the sub-base, nine inches of base rock, and four inches of asphalt. The street section will be 41 feet wide to be able to accommodate travel lanes, and future bicycle lanes, and on street parking on the west side. City standard curb and gutter with concrete drive approaches will be constructed as well along with a five foot wide concrete sidewalk along the new Transit Center property frontage. A storm drain collection system to collect and carry storm water runoff from the newly constructed W 7th Street and the Transit Center property will be constructed as well.

The bid opening for the contract was held on December 10, 2014 at 2:00 p.m. for which we received five bids. The bids received were as follows.

1. Crestline Construction, in the amount of \$288,875.00.
2. 3 Kings Environmental, INC., in the amount of \$289,777.00.
3. Vic Russell Construction, in the amount of \$301,252.30
4. Nutter Corporation, in the amount of \$362,832.22.
5. Granite Construction, in the amount of \$376,744.50.

The bids were reviewed by City staff to make sure that the proper material was submitted and the bids were deemed complete. References were contacted and also found to be favorable.

BUDGET IMPLICATIONS: As stated in the previous Agenda Staff Report for the October 27, 2014 City Council Meeting, the estimated cost per frontage foot for the W 7th Street Extension LID project is \$218.96. The assessment for property 2N 13E 29DC tax lot 200 is to be paid by the City in exchange for the 5' wide right of way dedication from the property that is required to construct this project. The proposed assessment for this property and cost to the City is estimated at \$29,285.93. As stated in the Preliminary Engineer's Study and Report, the engineer's estimate for the project was \$311,582.05. The above estimated cost per frontage foot value of \$218.96 was arrived at using the engineer's estimate. The low bid for the project was \$288,875.00 by Crestline Construction. If the construction costs hold true to the low bid amount, then the cost per frontage foot will be reduced accordingly.

ALTERNATIVES:

- a. **Staff Recommendation: *Authorize the City Manager to enter into contract with Crestline Construction, in an amount not to exceed \$288,875.00.***
- b. Provide additional research in response to questions raised by City Council.
- c. Not to proceed with the contract.



AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
January 12, 2015	Action Items 13, A	15-003

TO: Honorable Mayor and City Council

FROM: Julie Krueger, MMC, City Clerk

THROUGH: Nolan Young, City Manager

DATE: December 10, 2014

ISSUE: Agreement With Northern Wasco County Parks and Recreation District to Provide Downtown Street Tree and Riverfront Trail Maintenance.

BACKGROUND: The City has had a five year agreement with the Parks and Recreation District to provide maintenance of the downtown street trees and a portion of the Riverfront Trail that is the responsibility of the City to maintain. The agreement expired June 30, 2014. This has been a successful partnership. The proposed new agreement includes a reduction in fees from \$18,000 to \$13,500. Interim Director Karl Cozad re-evaluated the cost estimates to develop the proposed figure. The new fee is based on actual increase in wages, benefits, fuel, and supplies.

With the proposed increase and the expired contract, this is a good opportunity to evaluate the services and consider other alternatives. Staff developed an option where the City Hall maintenance crew could take on the maintenance projects. This would include hiring a seasonal employee who would work five months per year on a part-time basis.

If we have a part-time, temporary employee at 30 hours per week for the five month period, the cost would be approximately \$8,400. Adding in supplies and a contract for spraying, the total cost for the City to perform these duties is estimated at \$12,907.

Another consideration is to hire the position at 40 hours per week for five months, which would cost approximately \$11,210. Including supplies and contract for spraying, the cost would then be estimated at \$15,710. Over the past one to two years, the Department has taken on many additional assignments, including the Lewis and Clark Festival Park, commercial dock, the roundabout, and downtown banners and street furniture (benches and trash receptacles). If the City takes over these proposed duties, we will also need to take on the responsibility of locking and unlocking the park restrooms. Having a 40 hour per week position during the summer months would allow some scheduling flexibility to have someone do that task which is not done during normal work hours.

With the proposed fee reduction, it makes sense to leave the contract with the District at this time.

BUDGET IMPLICATIONS: The City Council included an additional \$4,000 in the City Hall budget to cover the original increase proposed in the agreement. A total of \$22,000 was budgeted, so there will be a savings of approximately \$4,000 in the current budget, implementing the new agreement in January.

ALTERNATIVES:

- A. **Staff Recommendation:** *Move to approve an agreement between the City and the Northern Wasco County Parks and Recreation District for maintenance of .6 mile of Riverfront Trail, associated landscaping, and downtown street trees in an amount of \$13,500.*
- B. Make amendments to agreement. The agreement could be approved for a shorter or longer period of time, or the Council could decide to contract for only a portion of the maintenance described in the agreement.
- C. Direct staff to hire a part-time, temporary employee (40 hours per week) to assist maintenance staff and bring the downtown street tree and Riverfront Trail maintenance back under the City's work scope.
- D. Move to direct staff to hire a part-time, temporary employee (30 hours per week) to assist City Hall maintenance staff and to bring the downtown street tree and Riverfront Trail maintenance back under the City's work scope.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF THE DALLES AND NORTHERN WASCO
COUNTY PARKS AND RECREATION DISTRICT FOR
MAINTENANCE OF A SIX TENTHS OF A MILE
PORTION OF RIVERFRONT TRAIL, ASSOCIATED
LANDSCAPING, AND DOWNTOWN STREET TREES**

Effective January 15, 2015

This Agreement is made this 15th day of January, 2015, by and between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as “CITY”, and Northern Wasco County Parks & Recreation District, a parks and recreation district duly established under the provisions of Oregon law, hereinafter referred to as “DISTRICT”.

WHEREAS, the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government; and

WHEREAS, the legislature has given general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.101 et. seq; and

WHEREAS, the State of Oregon has submitted a cooperative improvement agreement to the CITY and to Wasco County concerning the construction and maintenance of a portion of the Riverfront Trail measuring 0.6 miles, a copy of which agreement is attached hereto as Exhibit “A” and by this reference incorporated herein; and

WHEREAS, CITY and DISTRICT previously entered into an intergovernmental agreement dated June 8, 2009, wherein the District agreed to perform certain maintenance responsibilities for the 0.6 mile portion of the Riverfront Trail, and for additional portions of the Riverfront Trail with landscaping from Union Street to the Railroad Spur Crossing, and for maintenance of designated street trees, and for maintenance of street trees and associated plantings along the East Gateway Project including the Brewery Grade Roundabout, which agreement expired on June 30, 2014; and

WHEREAS, CITY and DISTRICT have agreed upon the terms of a new agreement which will modify and clarify certain maintenance responsibilities to be performed by DISTRICT; and

WHEREAS, it is in the best interest of the citizens of both parties to implement the new agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS ABOVE, THE PARTIES AGREE AS FOLLOWS:

Section 1. DISTRICT Obligations. Upon the execution of this Agreement, DISTRICT shall provide the following services:

- A. DISTRICT shall maintain the Riverfront Trail (i.e., the surface of the bike path, the fencing between the path and the river, and associated landscaping including street trees) from The Dalles Marina west to the railroad spur crossing on N.W. First Street. Maintenance of the bike path surface includes sweeping, crack sealing, patching potholes, and control of vegetation.
- B. DISTRICT shall provide watering as needed during hot periods for 95 street trees, along the Downtown Streetscape Project on West Second and East Second Street from Lincoln Street to Taylor Street; provide chemical applications in an amount which would normally be sufficient to ensure the normal growth of the trees; prune the trees as needed to maintain a uniform shape and size for the trees; make recommendations for removal of dead or diseased trees; maintain existing sunburn wrap on trees, and any future sunburn wrap installed upon the trees; weed and clean out debris from the tree wells; and apply sand as needed to the cracks between the pavers; and apply herbicide to keep the pavers weed free, for an amount of pavers estimated at 22,000 square feet. A map of the Downtown Streetscape Project Area is attached as Exhibit "B" and by this reference

incorporated herein. The street trees and associated plantings along the East Gateway Project including the Brewery Grade Roundabout, beginning at the east side of Taylor Street, proceeding to the east parking lot shall be the responsibility of CITY.

- C. Insurance. Prior to provision of services under this Agreement, DISTRICT shall provide original certificates of insurance to the City Attorney, evidencing proof that DISTRICT has insurance policies in effect for the type of coverage set forth below, and within the stated limits, with insurance carriers that are satisfactory to the City.

<u>Types of Insurance</u>	<u>Limitations of Liability</u>
Worker's Compensation	Statutory Worker's Compensation
Commercial General Liability Combined Single Limits	\$500,000 (per occurrence) \$1,000,000 (aggregate)
Automobile Liability Combined Single Limits	\$500,000 (each occurrence) All vehicles covered Hired and non-owned auto liability

At all times during the term of this Agreement, and during the term of any renewal Agreement, DISTRICT shall keep such insurance policies in full force and effect, and shall provide the City Attorney with original certificates of insurance. The certificates shall provide that CITY is named as an additional insured, and shall also provide that the policies shall not be cancelled without thirty (30) days' notice to CITY.

- D. Assignment. Responsibility of performing DISTRICT services under the terms of this Agreement shall not be assigned, transferred, delegated or otherwise referred by DISTRICT to a third person without the consent of CITY, which consent shall not be unreasonably withheld.

Section 2. CITY Obligations. Upon the execution of this Agreement, CITY shall provide the following services and duties:

- A. In consideration of the maintenance responsibility by DISTRICT, CITY has agreed to pay to DISTRICT the actual cost of providing services. Beginning January 1, 2015, the total annual payment for services identified in Section 1(B) shall not exceed the sum of \$13,500.00.
- B. Payments shall be made to DISTRICT quarterly, on September 30, December 31, March 31, and June 15 of each year that this Agreement is in effect. DISTRICT shall submit statements to CITY prior to the quarterly payments provided for hereunder, itemizing DISTRICT'S costs, labor, payroll and supplies for maintenance expenses for the portion of the Riverfront Trail described herein.

Section 3. Term of Agreement. The term of this Agreement shall commence upon the 1st day of January, 2015, and shall terminate on the 30th day of June, 2017, with the provision that the Agreement shall continue on an annual basis each fiscal year thereafter unless notice of intent to terminate the Agreement is provided by either party by May 1st of each successive annual renewal.

Section 4. Status as an Independent Contractor in Performance of Work. In the performance of the work duties and obligations required of DISTRICT under this Agreement, it is mutually understood and agreed that DISTRICT is at all times acting and performing as an independent contractor. No relationship of employer/employee is created by this Agreement. CITY shall neither have nor exercise any control over the methods by which DISTRICT shall perform its work and functions. The sole interest and responsibility of CITY is to assure the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. DISTRICT shall not have any claims under this Agreement for

vacation pay, sick leave, retirement benefits, Social Security benefits, worker's compensation benefits, unemployment or other employee benefits of any kind.

Section 5. Indemnification. Each party shall indemnify, hold harmless, and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Agreement. The extent of CITY'S obligations under this subsection is limited to CITY'S obligations under the Oregon Constitution and the provisions of ORS 30.260 through 30.300.

Section 6. Attorney Fees. If any proceeding, action, or appeal thereon is instituted in connection with any controversy arising out of this Agreement, performance of this Agreement or failure to perform this Agreement, the prevailing party shall be entitled to recover, in addition to costs and disbursements, the sum as the adjudicator may adjudge reasonable as attorney fees.

Section 7. Notices. Any notice required to be given under this Agreement or required by law shall be in writing and delivered to the parties at the following addresses:

CITY OF THE DALLES

**City Manager
313 Court Street
The Dalles, OR 97058**

**NORTHERN WASCO COUNTY
PARKS & RECREATION DISTRICT**

**Executive Director
414 Washington Street, Suite 1D
The Dalles, OR 97058**

Section 8. Applicable Laws. The law of the State of Oregon shall be used in construing this Agreement and enforcing the rights and remedies of the parties.

Section 9. Termination Clause. Except where this Agreement expressly allows a shorter termination notice, this Agreement may be terminated by mutual agreement by both parties at any time during the term of this Agreement, including any annual renewal term.

Section 10. Merger. There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this Agreement. Any amendments to this Agreement shall be in writing and be executed by both parties.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates shown below.

CITY OF THE DALLES

**NORTHERN WASCO COUNTY PARKS
& RECREATION DISTRICT**

By: _____
Nolan K. Young, City Manager

By: _____
_____ Executive Director

Date: _____

Date: _____

ATTEST:

Approved as to form:

Julie Krueger, MMC, City Clerk

Thomas C. Peachey, Attorney for District

Date: _____

Date: _____

Approved as to form:

Gene E. Parker, City Attorney

Date: _____

February 26, 1996

Misc. Contracts & Agreements
No. 13,812

COOPERATIVE IMPROVEMENT AGREEMENT

This Agreement is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; WASCO COUNTY, by and through its elected officials, hereinafter referred to as "County", and CITY OF THE DALLES, by and through its elected officials, hereinafter referred to as "City"

WITNESSETH

RECITALS

1. The Columbia River Highway is a State highway under the jurisdiction and control of the Oregon Transportation Commission.
2. By the authority granted in ORS 190.110, 366.770 and 366.775, State may enter into agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs to terms and conditions mutually agreeable to the contracting parties.
3. Under such authority, ODOT, County and City plan and propose to construct a bicycle path commonly known as Port Access Road - Riverfront Park (Bikeway); hereinafter referred to as "PROJECT". The location of the PROJECT is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. ODOT will construct the project with \$470,000 State Bicycle Program funds.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

ODOT OBLIGATIONS

1. ODOT shall obtain all permits, perform all preliminary engineering and design work required to produce cost estimates, plans and specifications for the Project, award and let a construction contract, furnish all construction engineering, material testing, technical inspection and project manager services for administration and construction of the Project.

INDEXED
8/16/96

2. Upon completion of the project, ODOT shall maintain the drainage facilities, signing, GM barrier and two foot fence closest to the travel lanes.
3. ODOT shall provide AC millings to be used as base material for the project.
4. ODOT shall purchase fill and other aggregate materials from the County at the rate of \$0.50 per cubic yard, if the material is determined to be suitable for the project. ODOT shall review, calculate quantities by in-place re-measure, approve and reimburse County for materials supplied for the project, billed in a format acceptable to ODOT, no more than once a month.
5. ODOT shall submit a final cost report, within 30 days of completion, to County and City detailing all project costs.
6. ODOT shall have the right to enter on to and/or occupy City or County right-of-way for the purpose of constructing the project.
7. ODOT shall make available upon request, if not otherwise in use and at no cost to the requesting local agency, a sweeper for the purpose of maintaining the bike path upon completion of the project.
8. ODOT shall retain ownership of the right-of-way for the bikeway.

COUNTY OBLIGATIONS

1. County shall sell rock and/or other aggregate products to ODOT at \$0.50 per cubic yard, from a County controlled source if they are deemed suitable for use on the subject project. County shall submit monthly billings in a format acceptable to ODOT, for materials supplied for the subject project.
2. County grants ODOT the right to enter onto and/or occupy County right-of-way for the purpose of constructing the project.

CITY OBLIGATIONS

1. City shall grant ODOT the right to enter onto and/or occupy City right-of-way for the purpose of constructing the project.

2. Once construction is completed, City shall maintain the surface of the bike path and the fencing between the path and the river. Maintenance of the bike path surface, as an example includes: sweeping, crack sealing, patching potholes and control of vegetation.
3. City or another local agency may request use of and/or have access to ODOT's sweeper, at no cost, for the purpose of maintaining the bike path. City will be fully responsible for maintenance and repair of said sweeper while out of ODOT's possession.
4. City, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, accepts liability for any accidents or damage occurring as a result of the City's negligent acts when City personnel are working on ODOT property.

GENERAL PROVISIONS

1. ODOT, County and City agree to work in close cooperation during preparations of final plans and specifications for the PROJECT. ODOT shall submit plans and specifications for County and City for review and comment prior to commencement of work. ODOT, County and City agree that minimum design standards shall be in accordance with the current Oregon Bicycle Plan.
2. ODOT, County and City shall each designate a PROJECT manager to act as lead agent in coordinating all interagency work necessary to complete the PROJECT.
3. The Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
4. ODOT, County and City hereto agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
5. ODOT, County and City agree to comply with all applicable State, Federal, and local laws, rules, regulations, and ordinances, including but not limited to those pertaining to Civil Rights.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project was approved in the 1995-1998 Statewide Transportation Improvement Program on July 20, 1994 by the Oregon Transportation Commission (page 177, Key No. 06264).

On April 12, 1995 the Oregon Transportation Commission adopted Delegation Order 2, which became effective May 1, 1995. The order grants authority to the Region Manager to approve and execute agreements for work in the current Statewide Transportation Improvement Program or approved workplan budget.

APPROVAL RECOMMENDED

By Sam L. Wilkins, Jr.
District 9 Manager

By Shirley Roubin
Bicycle Program Manager

APPROVED AS TO
LEGAL SUFFICIENCY

By Paul H. Verman
Asst. Attorney General

Date 7/26/96

By B. J. L. W.
County Counsel

Date 8-4-96

By Lynda E. Purdon
City Counsel

Date 5-28-96

STATE OF OREGON, By and
through its Department of
Transportation

By [Signature]
Region Manager

Date 7-17-96

COUNTY OF WASCO, by and
through its elected officials

By [Signature]
Commissioner

By [Signature]
Commissioner

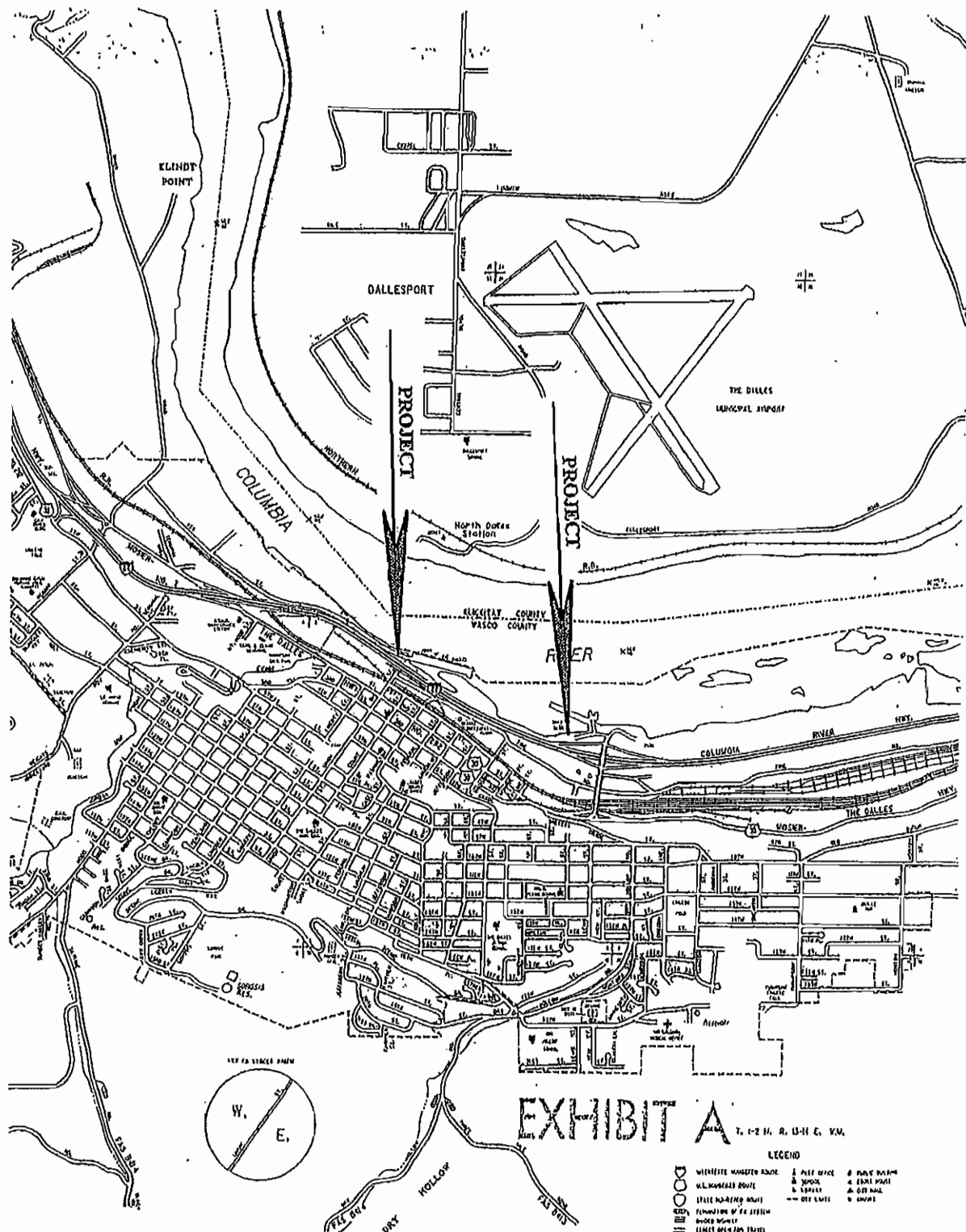
Date 6/5/96

CITY OF THE DALLES, by and
through its elected officials

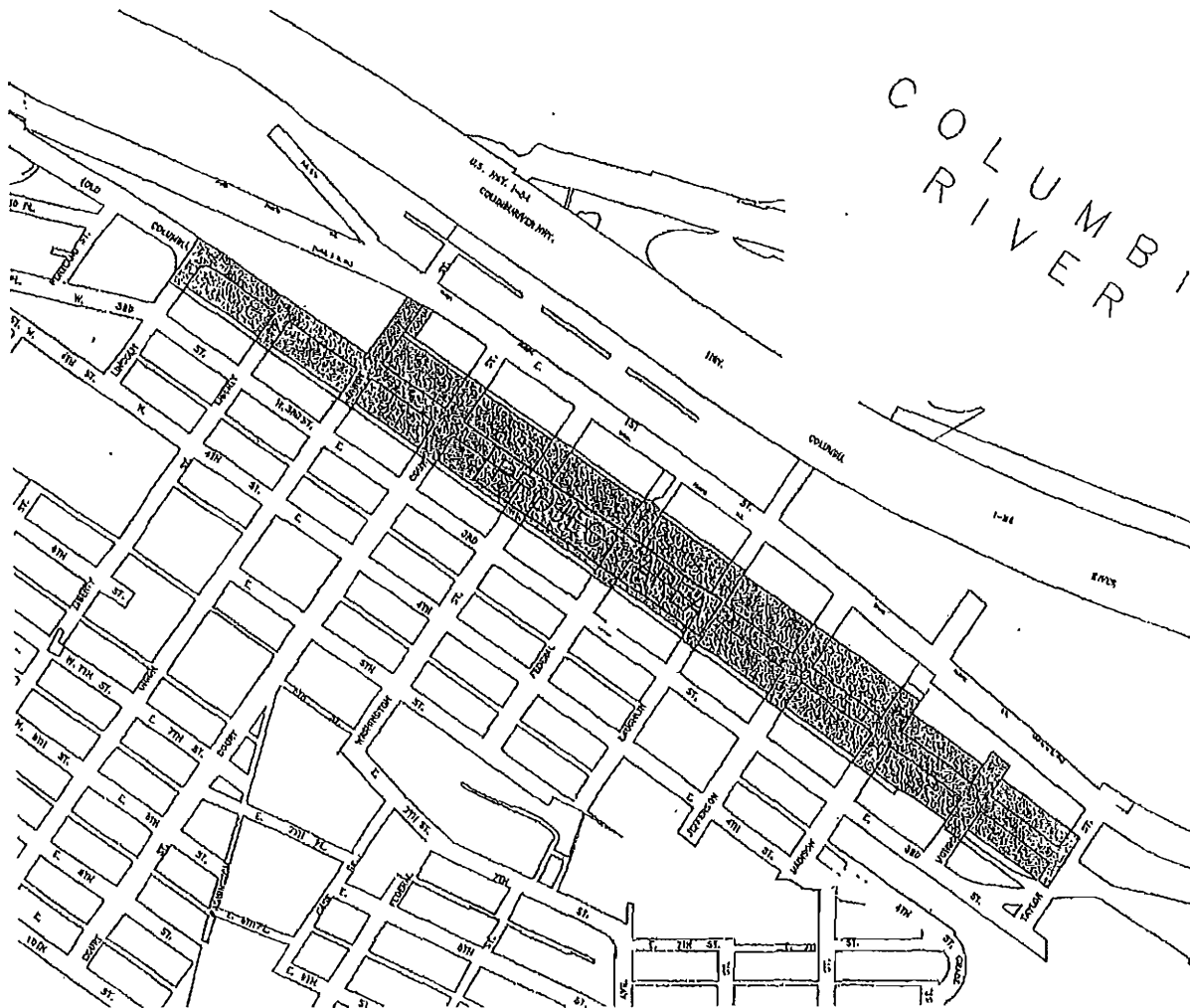
By [Signature]
Mayor

By Margaret M. Renard
City Manager

Date 5/29/96



COLUMBIA GATE CITY





CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
FAX (541) 296-6906

AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
January 12, 2015	Action Item 13, B	15-004

TO: Mayor and City Council

FROM: Nolan K. Young, City Manager *ny*

DATE: December 30, 2015

ISSUE: Approval of funding Arrangements for the Columbia Gorge Airport projects (Resolution No. 15-006 and Resolution No. 15-005)

BACKGROUND: The Columbia Gorge Regional Airport is involved in three capital projects:

1. Construction of a 12,000 to 15,000 square foot flex building that will include facilities for LifeFlight,
2. Construction of a new 11 unit T hangar (hangar F), and
3. Purchase of privately owned D hangar (when this hangar was built it was with the understanding that the Airport would purchase it and operate it a few years after construction).

To finance these projects the City of The Dalles is pursuing financing through the Local Oregon Capital Assets Program, sponsored in part by the League of Oregon Cities. Attached are two resolutions that allow for this financing to be completed. Resolution No. 15-005 approves the financing agreement and authorizes city officials to execute the agreement, as well as documents and certificates that may be necessary to carry out the transaction. Resolution No. 15-006 is a joint resolution with Klickitat County approving the funding arrangement for the specific projects; further authorizing the use of rent revenue from the Airport to retire the debt associated with the financing.

The current intent is to acquire a 20 year bond for up to \$2 million. The final amount of the bond will depend on the final cost estimate provided by the architect for the

construction of the flex space building. We anticipate that amount to be between \$1.5 and \$2 million.

At their regular meeting on December 19 the Airport Board recommended that the City and County proceed with this financing arrangement. Attached is a copy of their resolution along with the excerpt of the minutes where this item is discussed. The recommendation of the Airport Board was that we proceed with a 20 year bond, and try to pay it off in 15 years. This will be possible once we rent the portion of the flex building space for which we do not have a tenant.

BUDGET IMPLICATIONS: The City will be obligated to pay off this loan over a 20 year period. There is sufficient rental revenue already committed to these facilities that will accomplish that. In addition, once the additional flex space is rented we should be able to pay it off in 15 years.

COUNCIL ALTERNATIVES:

Motion #1: Move to approve Resolution No. 15-006 a Joint Resolution with Klickitat County Approving Financial Arrangements including Application by the City of a Loan Under the LOCAP program, for Design and Construction of a New T Hangar Complex and Flex Space Building and Acquisition of a Hangar.

Motion #2: Move to Approve Resolution No. 15-005 Approving a Financing Agreement for Airport Facility Improvements and Authorizing the Execution of the Necessary Agreements, Documents and Certificates.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

Klickitat County, Washington

IN THE MATTER OF A JOINT)
RESOLUTION OF THE KLINKITAT)
COUNTY BOARD OF COMMISSIONERS)
AND THE CITY OF THE DALLES, OREGON)
APPROVING A FUNDING ARRANGEMENT)
INCLUDING APPLICATION BY THE CITY)
FOR A LOAN UNDER THE LOCAP PROGRAM)
FOR THE DESIGN AND CONSTRUCTION OF)
A T-HANGAR COMPLEX AND A FLEX SPACE)
BUILDING, AND ACQUISITION OF A HANGAR)

Klickitat County Resolution # _____
City of The Dalles Resolution #15-006

WHEREAS, Klickitat County and the City of The Dalles, Oregon entered into an agreement effective November 1, 2002, for the joint operation of the Columbia Gorge Regional Airport, the purpose of which is to help ensure that the Airport becomes a self-sufficient catalyst for economic growth in the near term; and

WHEREAS, Klickitat County and the City of The Dalles each have an undivided one-half interest in the Columbia Gorge Regional Airport property, and jointly operate and share the expenses and revenues associated with the airport operation pursuant to the Joint Operating Agreement effective November 1, 2002; and

WHEREAS, Klickitat County and the City of The Dalles have agreed upon the terms of an intergovernmental agreement regarding a funding arrangement for the design and construction of a new 11 unit T-Hangar complex and a 12,000 to 15,000 square foot flex-space building at the Columbia Gorge Regional Airport, and the proposed purchase of a hangar identified as "Hangar D" which is located at the Columbia Gorge Regional Airport, which is hereinafter referred to as the "PROJECT"; and

WHEREAS, as part of the funding arrangement, the City of The Dalles will be submitting an application to obtain a Full Faith and Credit Obligation financing through the Local Oregon Capital Assets Program, hereinafter referred to as "LOCAP"; and

WHEREAS, as part of the application process for the financing through the LOCAP program, the City of The Dalles will be required to pledge its limited taxing authority and all available revenue; and

WHEREAS, Section 17.3 of the November 1, 2002 Joint Operating Agreement provides that either party to the Agreement may issue general obligation debt for Airport purposes, and that if a general obligation debt is proposed to be issued, the parties shall adopt a joint resolution evidencing the intent to incur such debt; and

WHEREAS, although the obligation of the City of The Dalles under the LOCAP program will be a limited tax general obligation pledge, it is expected to be paid in accordance with the terms of the intergovernmental agreement for the funding arrangement for the PROJECT whereby the City of The Dalles and Klickitat County have agreed to designate and allocate a portion of the rent generated from the lease of the proposed flex space building and rental income generated from the lease of other properties at the Airport, to repay the loan obtained by the City through LOCAP;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Klickitat County hereby authorizes the Chairman of the Board of Commissioners and the Klickitat County Prosecuting Attorney to sign the Intergovernmental Agreement outlining the provisions for the funding arrangement for the PROJECT, a copy of which Agreement is attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED that the City Council of the City of The Dalles hereby authorizes the City Manager and City Attorney to sign the Intergovernmental Agreement attached hereto as Exhibit "A".

The City's portion of this Joint Resolution shall be considered effective as of the 12th day of January, 2015.

PASSED AND APPROVED THIS 12TH DAY OF JANUARY, 2015

Voting Yes, Councilors: _____
Voting No, Councilors: _____
Absent, Councilors: _____
Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 12TH DAY OF JANUARY, 2015

Stephen E. Lawrence, Mayor

ATTEST:

Julie Krueger, MMC, City Clerk

The County's portion of this Joint Resolution shall be considered effective as of the ____ day of January, 2015.

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Chair

Commissioner

Commissioner

ATTEST:

Clerk of the Board

In and for the County of Klickitat,
State of Washington

Exhibit "A"

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF THE DALLES**, an Oregon municipal corporation, hereinafter referred to as "**CITY**", and **Klickitat County**, a municipal corporation of the State of Washington, hereinafter referred to as "**COUNTY**", regarding the funding arrangement for the design and construction of a new 11 unit T-Hangar complex and a 12,000 to 15,000 square foot flex-space building at the Columbia Gorge Regional Airport and the proposed purchase of a hangar identified as "Hangar D" which is located at the Columbia Gorge Regional Airport, hereafter referred to as the **PROJECT**;

WHEREAS, ORS 190.240 provides that any power or powers, privileges, or authority exercised or capable of exercise by a public agency in the State of Oregon may be exercised and enjoyed jointly with any public agency in another state to the extent the laws of the other state permit such joint exercise or enjoyment, and those public agencies in Oregon and in the other state may enter into agreements with one another for joint or cooperative action; and

WHEREAS, RCW 39.34.030 provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of Washington may be exercised and enjoyed jointly with any public agency of Washington having the power or powers, privilege or authority, and jointly with any public agency of another state and any two or more public agencies may enter into agreements with one another for joint cooperative action; and

WHEREAS, CITY and COUNTY each have an undivided one-half interest in the Columbia Gorge Regional Airport Property, and jointly operate and share the expenses and revenues associated with the airport operation pursuant to a Joint Operating Agreement dated November 1, 2002; and

WHEREAS, Section 17.3 of the November 1, 2002 Joint Operating Agreement provides that either party to the Agreement may issue general obligation debt for Airport

Exhibit "A"

purposes, and that if a general obligation debt is proposed to be issued, the parties shall adopt a joint resolution evidencing the intent to incur such debt; and

WHEREAS, CITY and COUNTY desire to enter into an agreement which sets forth the terms and conditions whereby CITY and COUNTY will seek to secure a funding arrangement for the PROJECT; and

WHEREAS, CITY and COUNTY have agreed upon the provisions of a Joint Agreement which will set forth the process for the funding arrangement for the PROJECT;

NOW, THEREFORE, in consideration of the provisions set forth herein, it is mutually agreed as follows:

Section 1. The obligations of the CITY and COUNTY set forth in this agreement are subject to the Airport Regional Board adopting a resolution recommending that the governing bodies for the CITY and COUNTY approve a funding proposal for the PROJECT, which includes the use of rental income generated from the Airport operations for repayment of any debt incurred as part of the funding proposal.

Section 2. The City and County agree that in addition to debt the following funds will be placed in the Airport fund for construction of the PROJECT:

- a) \$625,000, US EDA Grant;
- b) \$250,000 from Klickitat County;
- c) \$60,000 from City of The Dalles (Enterprise Zone revenue);
- d) \$113,000 Airport budget beginning fund balance.

Section 3. The City agrees to obtain a loan needed to complete the financing for the PROJECT. To obtain the necessary loan funds for the PROJECT the CITY will be considering an application to obtain a Full Faith and Credit Obligation financing through the Local Oregon Capital Assets Program (hereinafter referred to as "LOCAP"). The CITY and COUNTY understand and agree that as part of the financing, the CITY will be required to make a limited tax and all

Exhibit "A"

available funds pledge.

Section 4. Subject to the terms and conditions set forth in this Agreement, CITY and COUNTY have agreed to designate and allocate a portion of the rent generated from the lease of the proposed flex space building and rental income generated from the lease of other properties at the Airport, to repay the loan obtained by CITY through the LOCAP financing.

Section 5. CITY and COUNTY understand and agree that implementation of the funding proposal for the PROJECT will be subject to the adoption of a joint resolution by the governing bodies of the CITY and COUNTY authorizing the execution of this Agreement, and subject to the CITY obtaining a Full Faith and Credit Obligation financing through LOCAP in the amount needed to complete the PROJECT.

Section 6. CITY and COUNTY understand and agree they will be bound by the financing documents for the Full Faith and Credit Obligation loan including any restrictions on the sale and use of the facilities financed with the LOCAP loan. CITY will be responsible for submitting all necessary documentation associated with the application for the Full Faith and Credit Obligation financing, and for filing all necessary documentation associated with receipt, distribution and use of the proceeds included in the Full Faith and Credit Obligation financing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officials this ____ day of _____, 2015.

CITY OF THE DALLES

Klickitat County, Washington

By: _____
Nolan K. Young, City Manager

Chairman

Approved as to form:

Approved as to form:

Gene E. Parker, City Attorney

Prosecuting Attorney

RESOLUTION NO. 15-005

A RESOLUTION APPROVING THE FINANCING AGREEMENT FOR AIRPORT FACILITY IMPROVEMENTS AND AUTHORIZING THE OFFICERS TO EXECUTE THE AGREEMENT AND DOCUMENTS AND CERTIFICATES AS MAY BE NECESSARY TO CARRY OUT THE TRANSACTIONS

WHEREAS, the City of The Dalles (the “Borrower”) is authorized under Oregon Revised Statutes (ORS) 271.390 and ORS 287A to enter into binding financing agreements to finance and/or refinance certain real or personal property; and

WHEREAS, the League of Oregon Cities and Association of Oregon Counties (the “Sponsors”) have established a cooperative financing program called the Local Oregon Capital Assets Program (the “Program”), which allows members of the Sponsors who are authorized by law to enter into financing agreements (the “Participating Borrowers”), to participate in a pooling of the individual Participating Borrowers’ financing agreements; and

WHEREAS, to accomplish the Program, the Sponsors have entered into a Master Financing Agreement, dated as of November 1, 2010, as amended (the “Master Financing Agreement”), with Wedbush Securities Inc. (The “Underwriter”) pursuant to which financing and refinancing will be made available by the Underwriter to Participating Borrowers under the terms set forth in the Master Financing Agreement and interests in such financings will be certificated pursuant to a Master Trust Agreement, dated as of March 14, 2011, as amended (the “Master Trust Agreement”) between the Underwriter and the Trustee; and

WHEREAS, it is intended that the Borrower will enter into a Financing Agreement (the “Financing Agreement”), to finance and/or refinance certain real or personal property more particularly described in Exhibit A attached hereto (the “Project”) and as agreed and approved to by the Executing Official subject to the terms and conditions and for the purposes set forth in the Financing Agreement;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES
RESOLVES AS FOLLOWS:**

Section 1. Recitals. All of the above recitals are true and correct and the City Council (the “Council”) of the Borrower so finds and determines. The Borrower hereby determines that the Project is needed for Borrower purposes.

Section 2. Approval of Financing Agreement. The Financing Agreement shall be approved by the representatives of the Borrower executing said documents, said representative's execution thereof to be conclusive evidence of said representative's approval. The Council designates the City Manager, Finance Director (each an "Executing Official") or designee of the Executing Official and authorizes and directs them to execute, attest to and deliver the Financing Agreement and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution on behalf of and as the act and deed of the Borrower.

Section 3. Terms of Financing. The Borrower shall participate in the Program. The total principal component of payments shall not exceed the Maximum Principal Component of \$2,000,000. In no event shall the maximum average interest rate exceed the Maximum Average Interest Rate of 5.50%. The term of the financing shall not exceed the Maximum Financing Term of 21 years provided that the term may be rounded up or down to coincide with the payment dates of principal component under the Program. Execution of the Financing Agreement by the Executing Official shall be deemed to be final approval of the final payment schedule to the Financing Agreement.

Section 4. Disclosure Relating to Financing Agreement. In the event that the aggregate principal amount of certificates of participation of which the Financing Agreement is a part exceeds \$1,000,000, then the Executing Official is authorized to do the following: (a) review the disclosure information on the Borrower in the disclosure document prepared by the Underwriter, and upon conformance with any changes requested by the Executing Official, to deem it a final disclosure document (the near final official statement) under Securities and Exchange Commission Rule 15c2-12 (the "Rule"), and (b) if required, execute and deliver a continuing disclosure certificate whereunder the Borrower will agree to comply with the information reporting requirements of the Rule.

Section 5. Further Authority. The Borrower shall, and the officers and agents of the Borrower are hereby authorized and directed to take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Borrower with respect to the Financing Agreement.

Section 6. Security. The full faith and credit of the Borrower are hereby pledged to the payment of the Financing Agreement. The Borrower shall use all available funds and all taxing power available to it under the law, subject to the limitations in Sections 11 and 11 (b), Article XI of the Oregon Constitution and any limitations which may hereafter be imposed by law for payment of the Financing Agreement.

Section 7. Effective Date. This Resolution shall take effect and be in full force and effect from and after its passage and approval. .

PASSED AND ADOPTED THIS 12TH DAY OF JANUARY, 2015

Voting Yes, Councilors: _____
Voting No, Councilors: _____
Absent, Councilors: _____
Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 12TH DAY OF JANUARY, 2015

SIGNED:

Stephen E. Lawrence, Mayor

ATTEST:

Julie Krueger, MMC, City Clerk

EXHIBIT A

PROJECT DESCRIPTION

RE: Financing Agreement, Series 2015, between **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, as Trustee and the **CITY OF THE DALLES, OREGON** as Borrower.

The Project is to finance the purchase of a hangar identified as Hangar D, and the construction of a new 11 unit T-Hangar complex and a 12,000 to 15,000 square foot flex-space building at the Columbia Gorge Regional Airport, Dallesport, WA.

**BEFORE THE JOINT REGIONAL AIRPORT BOARD
FOR THE COLUMBIA GORGE REGIONAL AIRPORT**

IN THE MATTER OF A RESOLUTION)
RECOMMENDING THE GOVERNING)
BODIES OF KLICKITAT COUNTY AND)
THE CITY OF THE DALLES, OREGON)
APPROVE A FUNDING ARRANGEMENT) Resolution No. 14-001
FOR A PROJECT INCLUDING THE)
DESIGN AND CONSTRUCTION OF)
A T-HANGAR COMPLEX, A FLEX SPACE)
BUILDING, AND ACQUISITION OF A HANGAR)

WHEREAS, Klickitat County and the City of The Dalles, Oregon entered into an agreement effective November 1, 2002, for the joint operation of the Columbia Gorge Regional Airport, the purpose of which is to help ensure that the Airport becomes a self-sufficient catalyst for economic growth in the near term; and

WHEREAS, Klickitat County and the City of The Dalles each have an undivided one-half interest in the Columbia Gorge Regional Airport property, and jointly operate and share the expenses and revenues associated with the airport operation pursuant to the Joint Operating Agreement effective November 1, 2002; and

WHEREAS, Klickitat County and the City of The Dalles have been negotiating terms of an intergovernmental agreement regarding a funding arrangement for the design and construction of a new 11 unit T-Hangar complex and a 12,000 to 15,000 square foot flex-space building at the Columbia Gorge Regional Airport, and the proposed purchase of a hangar identified as "Hangar D" which is located at the Columbia Gorge Regional Airport, which is hereinafter referred to as the "PROJECT"; and

WHEREAS, under the terms of the proposed intergovernmental agreement, the obligations of Klickitat County and the City of The Dalles are subject to the Airport Regional Board adopting a resolution recommending that the governing bodies of the City and County approve a funding proposal for the PROJECT which includes the use of rental income generated from the Airport operations for repayment of any debt incurred as part of the funding proposal; and

WHEREAS, in addition to using the allocated portion of rental revenue generated from the lease of the proposed flex space building and rental income generated from the lease of other properties at the Airport, the proposed intergovernmental agreement provides for other funding sources for the PROJECT, including a \$625,000 US EDA Grant, \$250,000 from Klickitat County, \$60,000 from the City's Enterprise Zone revenue, \$113,000 from the Airport budget beginning fund balance, and the proceeds

from financing obtained by the City through the Local Oregon Capital Assets Program, hereinafter referred to as "LOCAP"; and

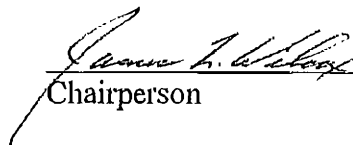
WHEREAS, the members of the Joint Regional Airport Board believe that recommendation of approval for the proposed funding arrangement for the PROJECT is consistent with the responsibility of the Board to manage, improve, maintain, equip, and operate the Airport and its facilities, consistent with the provisions of the Joint Operating Agreement dated November 1, 2002; and

NOW, THEREFORE, BE IT RESOLVED that the Joint Regional Airport Board recommend to the Board of Commissioners for Klickitat County, and the City Council for the City of The Dalles, that the two governing bodies approve the funding proposal for the PROJECT as set forth in this Resolution, which includes the use of rental income generated from the Airport Operations described herein, for the repayment of any debt incurred as part of the funding proposal.

PASSED AND APPROVED THIS 19TH DAY OF DECEMBER, 2014.

Voting Yes, Board Members: David Griffiths, Tim McElathlin, Debra Turner, Jim Wilcox & Duane Sauter.
Voting No, Board Members: None
Absent, Board Members: Norm Deo & Terry Trapp
Abstaining, Board Members: None

AND APPROVED BY THE CHAIR THIS 19TH DAY OF DECEMBER, 2014.


Chairperson

Minutes of the Board of Directors
Regional Airport Authority
December 19, 2014
Airport Terminal – Dallesport, Washington

CALL TO ORDER

Chairman Jim Wilcox called the meeting to order at 7:05 a.m.

ROLL CALL

Members present: Dave Griffith, Tim McGlothlin, Debra Turner, Jim Wilcox, Terry Trapp and Dave Sauter. Absent: Norm Deo and Terry Trapp.

Staff members present: Rolf Anderson and Chuck Covert of AMI, Denny Newell of Klickitat County and Nolan Young of the City of The Dalles.

APPROVAL OF AGENDA

The Agenda was approved unanimously as presented.

APPROVAL OF MINUTES

The October 17, 2014, minutes were unanimously approved.

PUBLIC COMMENTS

Kim McCartney introduced himself. Mr. McCartney is a Dallesport resident and a member of the Dallesport Community Council. He presented an idea to have a turnout or parking area built across from the Airport Business Park along Dallesport Road sufficient for 4 or 5 cars. Mr. McCartney suggested this turnout would permit people to stop their cars and view the area and add to the safety of the road. The Board recommended he talk with Klickitat Public works about the idea and continue talking with AMI about the idea.

BOARD MEMBER COMMENTS

None.

DISCUSSION ITEMS

Flex-Space Update: AMI presented drawings from the Life Flight crew quarters being designed for Pendleton. The number of rest areas and other amenities will be similar to the ones needed at this Airport. The current plan is to get the plans finalized so the project can be ready to bid in late February and the work start in late winter or early spring.

ACTION ITEMS

Mr. Young presented Resolution No. 14-001 which has been prepared by the city of The Dalles for the Boards consideration. If this Resolution is adopted by the Airport Board it

will be presented to the City Council and County Commission. If it passes the idea is to have the money from the Bond by the end of February 2015. This Bond would cover the Flex Space building, the potential acquisition of the "D" hangar and the planned new T-hangars, if they cash flow. Mr. Wilcox noted that while the Bond is for 20 years he strongly recommended that the Airport work to retire the debt in 15 years. After thorough discussion and upon a motion duly made and seconded, the Board unanimously adopted Resolution No. 14-001 recommending that the governing bodies of the City of The Dalles and Klickitat County approve the funding for a project including the design and construction of the Flex-Space building, the acquisition of the "D" Hangar and the design and construction of a T-Hangar complex. A copy of the signed Resolution is attached to these minutes.

MANAGER REPORT AMI

AMI presented the November Budget report. All other expenses were as expected.

AMI presented the drainage plan for the area where the new T-hangars will be built. The initial portion of this drainage plan will need to be constructed with the new T-hangars.

The Stevens have now completed the fence around the new pasture areas. The cows now will be grazing on all of the Airport pasture land.

AMI reported that Roseland Properties has requested that the Airport, County and City begin negotiations on revised contracts toward the Roseland project proceeding. Roseland Properties has proposed that they pay \$20,000 toward the debt they owe the County and pay the remainder of what they owe when the revised contracts are signed. After thorough discussion and upon a motion duly made and seconded, the Board on a vote of 4 yea and 1 nay directed AMI pursue discussion with Roseland Properties with the condition that Roseland Properties pay the \$20,000 to the County within 45 days. When that payment is received AMI can then negotiate with Roseland Properties concerning new Agreements; and if those negotiations are successful those new Agreements can be presented to the Airport Board, and then the County and City for consideration and execution after full payment is made to the County.

AMI reported it is talking with an entity about an agriculture product being established on a portion of the Airport.

AMI notified the Board that Brett Zefting of Gorge Aviation Services is no longer working at the Airport and is now flying aircraft in southern California. Also Sarah Anthony, a line person and Nick Breznay a mechanic have left Gore Aviation Services or will be leaving soon. Currently Gorge Aviation Services has an agreement with Berg Air of Madras to provide mechanic services for Gorge Aviation Services at the Airport. Having just learned in the last few days that Nick Breznay is leaving, Gorge Aviation is in the process of finding a new aircraft mechanic. Lowell Neal will continue to provide flight instruction and Gorge Aviation is working with the Columbia Gorge Community College on a new Flight training course. The first Ground School Private Pilot course is scheduled for the next term at the

College. Gorge Aviation continues to work with the College and the FAA on Part 141 Flight School at the Airport.

Gorge Aviation Services also reported that one of its aircraft had a propeller strike at the Yakima Airport on Friday, December 12, 2014. The plane was taxing at night and taxied into a sink hole on the Airport ramp which caused the propeller to strike the ground. Repairs will take a minimum of 6 to 7 weeks.

NEXT REGULAR MEETING

January 16, 2014

ADJOURNMENT

Chairman Jim Wilcox adjourned the meeting at 8:19 a.m.

Jim Wilcox, Chairman