

AGENDA

REGULAR CITY COUNCIL MEETING

September 20, 2010

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. APPROVAL OF AGENDA
5. PRESENTATIONS/PROCLAMATIONS
 - A. Report Regarding Involvement in Employer Support of the Guard and Reserve Program
 - B. Presentation by Jeanette Montour Regarding Walkability Assessment Results
6. 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.
7. CITY MANAGER REPORT
8. CITY ATTORNEY REPORT
9. CITY COUNCIL REPORTS

10. 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 July 26, 2010 Regular City Council Meeting Minutes

11. PUBLIC HEARINGS

- A. Public Hearing to Receive Testimony Regarding the Sale of Surplus Property Known as the Mesplie Reservoir to Kortge Brothers LLC [**Agenda Staff Report #10-064**]

- 1. Resolution No. 10-019 Accepting an Offer from Kortge Brothers LLC to Purchase a parcel of Property Identified as assessor's Map 1N 12E 13 Tax Lot 700, Also Known as the Mesplie Reservoir Property

- B. Public Hearing to Receive Testimony Regarding a Proposed Street Vacation for a Portion of West Seventh Street Between Liberty and Lincoln Streets [**Agenda Staff Report #10-065**]

12. CONTRACT REVIEW BOARD ACTIONS

- A. Award Contract for Wastewater Treatment Plant Pump Station Electrical Upgrade [**Agenda Staff Report #10-066**]

13. ACTION ITEMS

- A. Authorization to Sign a Memorandum of Understanding With the Yakama Nation Regarding Protection of Fishing Rights Adjacent to Proposed Marine Terminal at Union Street [**Agenda Staff Report #10-067**]
- B. Resolution No. 10-018 Authorizing the City to File Applications With the Federal Transit Administration for a Paul S. Sarbanes Transit in Parks Program Grant [**Agenda Staff Report #10-068**]
- C. Request for City of The Dalles to Join Northwest River Partners [**Agenda Staff Report #10-069**]

- D. General Ordinance No. 10-1307 Amending Section 13.070.040 (C) of General Ordinance No. 98-1222 Concerning Enforcement of Provisions Prohibiting Placement of Certain Signs in Public Right of Way or on City Owned Real Property [**Agenda Staff Report #10-070**]
- E. Approval to Amend Agreement with City Prosecutor to Increase Salary [**Agenda Staff Report #10-071**]
- F. Approval of Contract with KPFF for Bidding and Construction Services for Marine Terminal and Festival Area Projects [**Agenda Staff Report #10-072**]
- G. Approval of Agreement With ODOT to Receive Surface Transportation Program Funds for West Sixth Street Paving and Webber Street Traffic Signal Upgrades [**Agenda Staff Report #10-073**]
- H. Approval of Amendment to Lease With Port of The Dalles for Marine Terminal Property [**Agenda Staff Report #10-074**]
- I. Resolution No. 10-020 Supporting the Request for Transportation Enhancement Funds for the Riverfront Trail Completion Project [**Agenda Staff Report #10-075**]

14. EXECUTIVE SESSION

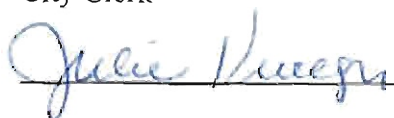
- A. Recess to Executive Session in Accordance With ORS 192.660 (2) (e) to Conduct Deliberations with Persons Designated by the Governing Body to Negotiate Real Property Transactions
- B. Reconvene to Open Session

15. DECISIONS FOLLOWING EXECUTIVE SESSION

16. ADJOURNMENT

This meeting conducted in a handicap accessible room.

Prepared by/
Julie Krueger, MMC
City Clerk



THE CHENOWETH AREA WALKABILITY STUDY



Presented By: Allyson Smith, North Central Public Health District and
Jeanette Montour, Wasco County Planning and Development

Presentation Outline

- ❑ What is Walkability?
- ❑ Why now, why The Dalles?
- ❑ Walkability Assessment, PEQI
- ❑ Survey Results
- ❑ Next Steps

Qualities of a Walkable Community:

Pedestrians are given priority.

Motor vehicle operating speeds are carefully controlled to ensure compatibility with adjacent land uses and the routine presence of pedestrians.

Drivers of motor vehicles operate them in a prudent, responsible fashion, knowing that they will be held accountable for injury caused by their lack of due care.

The air and water quality is good.

*-Bicycle Federation of America Campaign to Make
America Walkable '98*

Walkability Assessment

A walkability assessment has three goals:

Identify policies and guidelines for facilities that will make walking safer, easier, and more attractive

Encourage a discussion of design standards within a particular locale for physical improvements related to the pedestrian realm

Provide a framework to create a transportation network that is neither dependent on nor dominated by the automobile

Walkability Assessment

Walkability assessments identify problems that need to be addressed and highlight specific areas where outdoor activities, such as walking, biking, skating or running, would best occur.

A community walkability assessment should be considered instrumental in guiding discussions about the development of pedestrian-friendly changes.

Performing a walkability assessment is an excellent first step for municipalities interested in addressing both pedestrian access and larger issues of community sustainability related to good pedestrian facilities.

City planning officials can use a walkability assessment to create pedestrian-friendly communities that allow people to reach destinations safely and conveniently by foot.

Why Now, Why The Dalles?

**Have you heard about the
obesity epidemic?**

Obesity is a BIG issue:

- As a state and nation, people are getting bigger
- In Oregon, obesity rate has almost doubled (from 1989-2004)
 - from about 12% to 21%

Oregon Healthy Teens Data from 2005-2006:

- 11% of 11th graders in Oregon are overweight¹
- 13% of 11th graders in Wasco County are overweight.¹
- 13% of 11th graders in Oregon are at risk for overweight²
- 17% of 11th graders in Wasco County are “at risk for overweight.”^{1,2}

(Note, in children, figures are not always expressed in terms of “Obesity” but rather, in terms of “overweight”, or “at risk of overweight”.

1. (Body mass index \geq to 95th percentile for age.)
2. (Body mass index between 85th & 95th percentile for age.)

Why are rates of obesity rising?

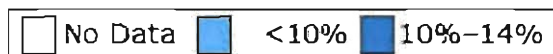
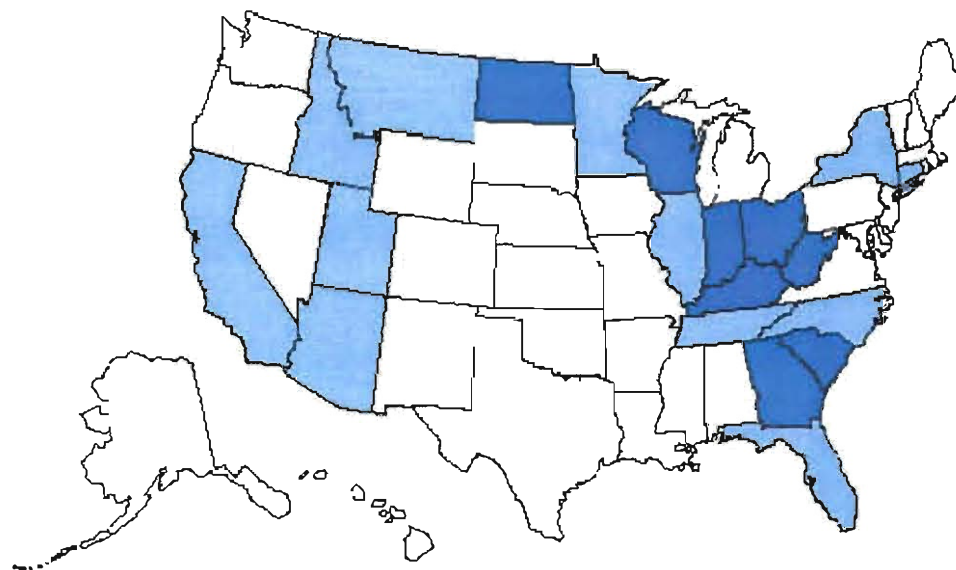
Many factors are responsible, some factors seen in Oregon include:

- ❑ Almost half of teens do not meet CDC guidelines for physical activity
- ❑ Less than 25% meet the recommended 5 servings of fruits and vegetables daily
- ❑ Less than half of teens have breakfast every day.
- ❑ Up to half of teens do not participate in daily PE classes
- ❑ Consider “screen time” as well: time spent in front of computers or televisions.

Obesity Trends* Among U.S. Adults

BRFSS, 1985

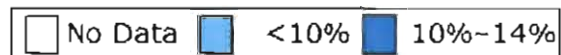
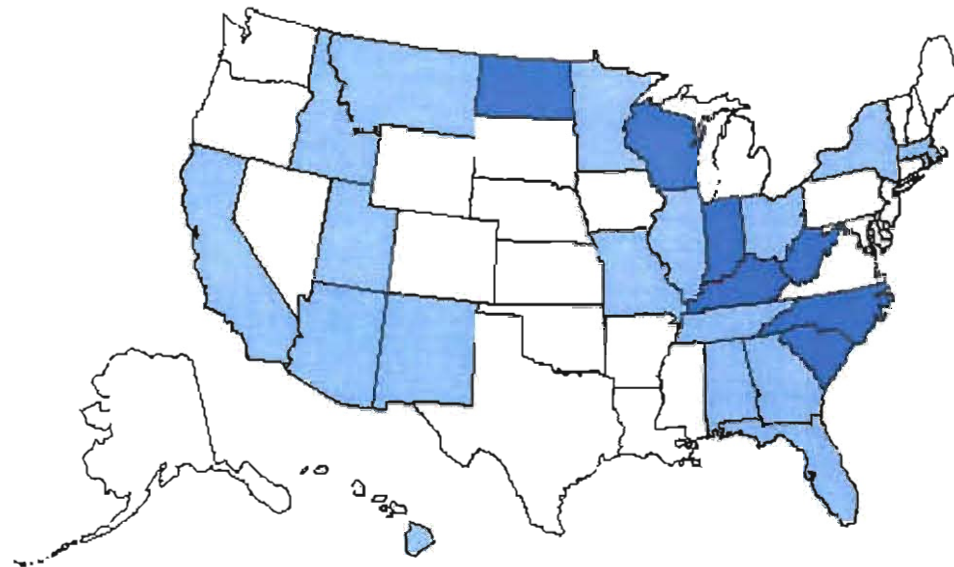
(*BMI = 30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 1986

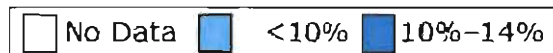
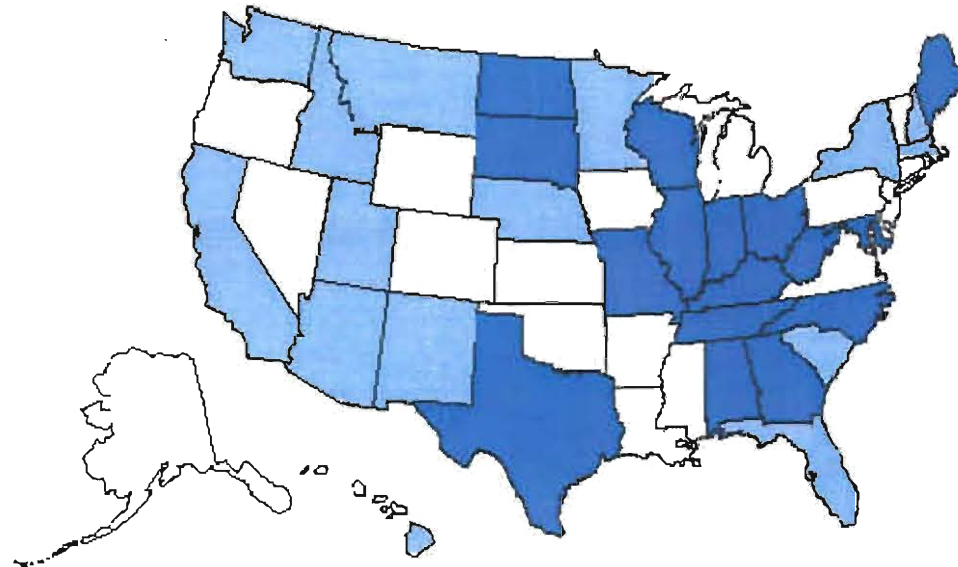
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Obesity Trends* Among U.S. Adults

BRFSS, 1987

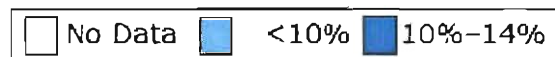
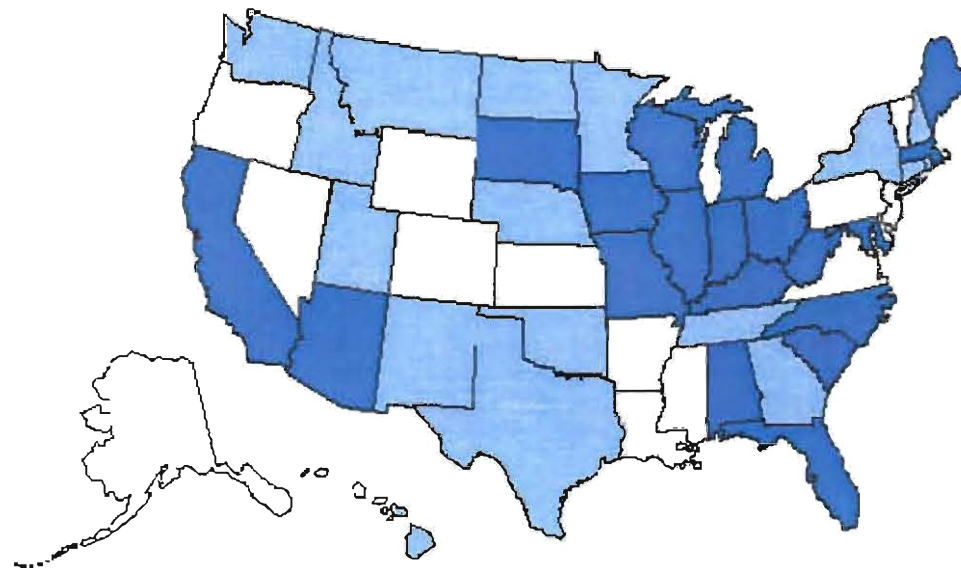
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Obesity Trends* Among U.S. Adults

BRFSS, 1988

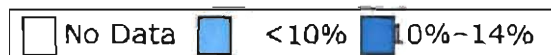
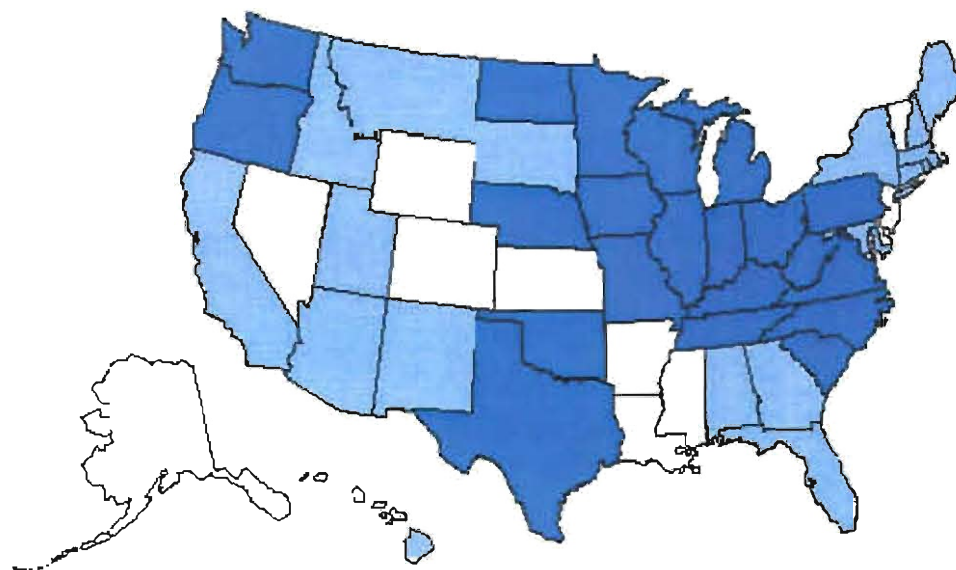
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Obesity Trends* Among U.S. Adults

BRFSS, 1989

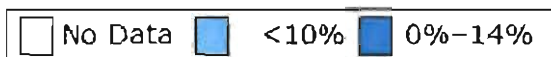
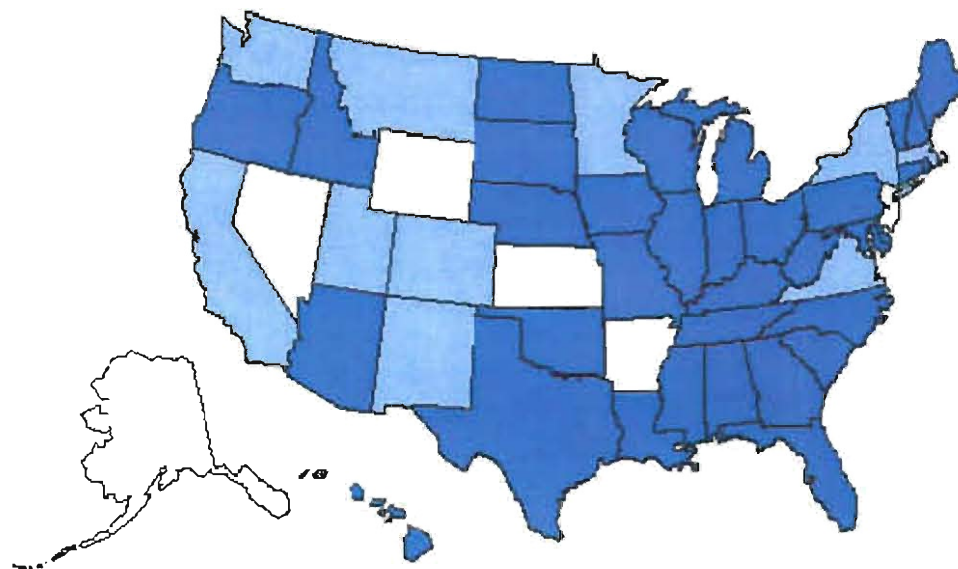
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Obesity Trends* Among U.S. Adults

BRFSS, 1990

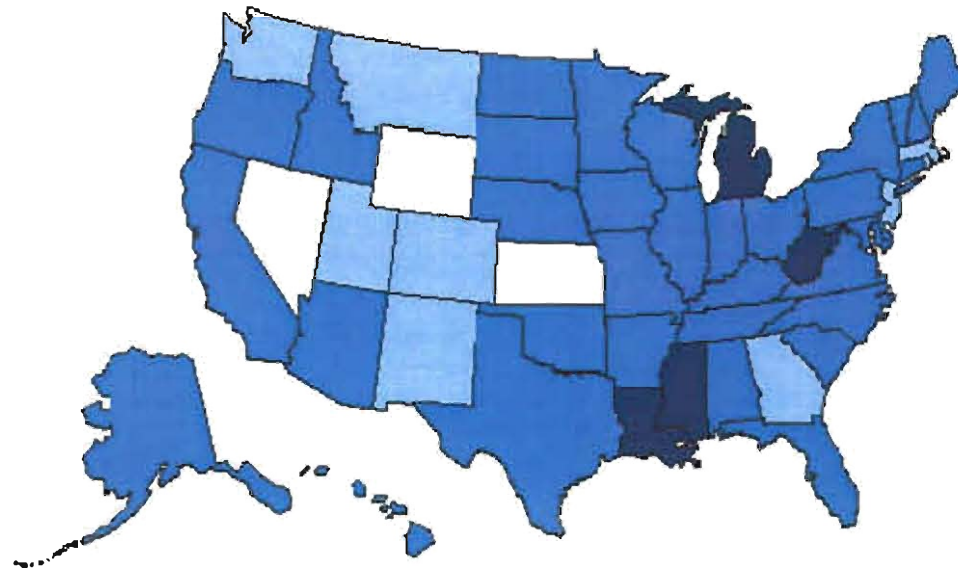
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Obesity Trends* Among U.S. Adults

BRFSS, 1991

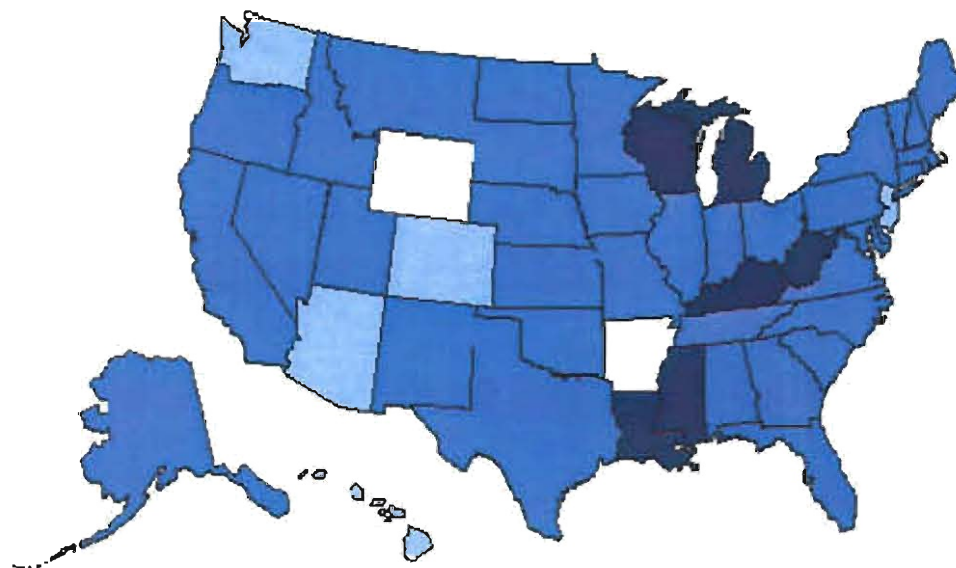
(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 1992

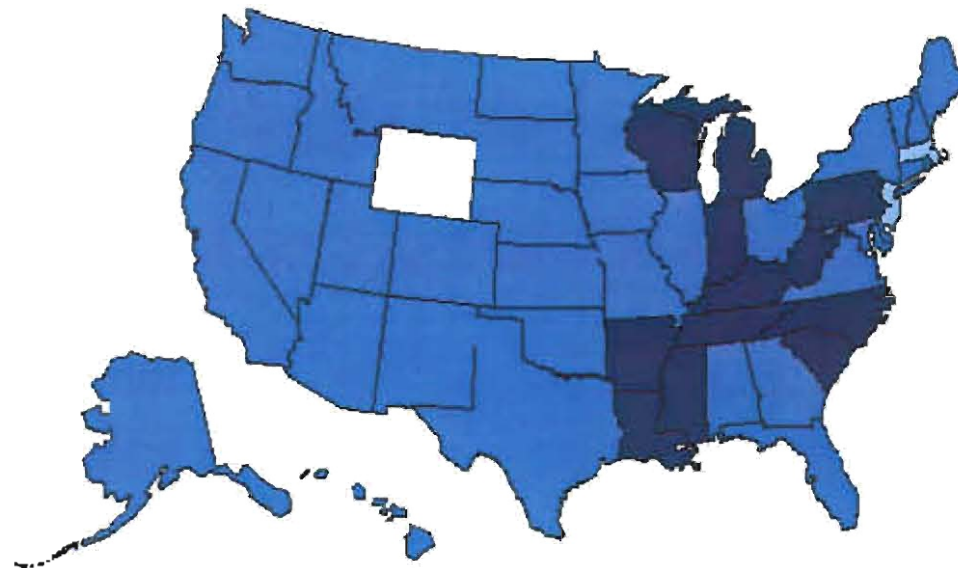
(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 1993

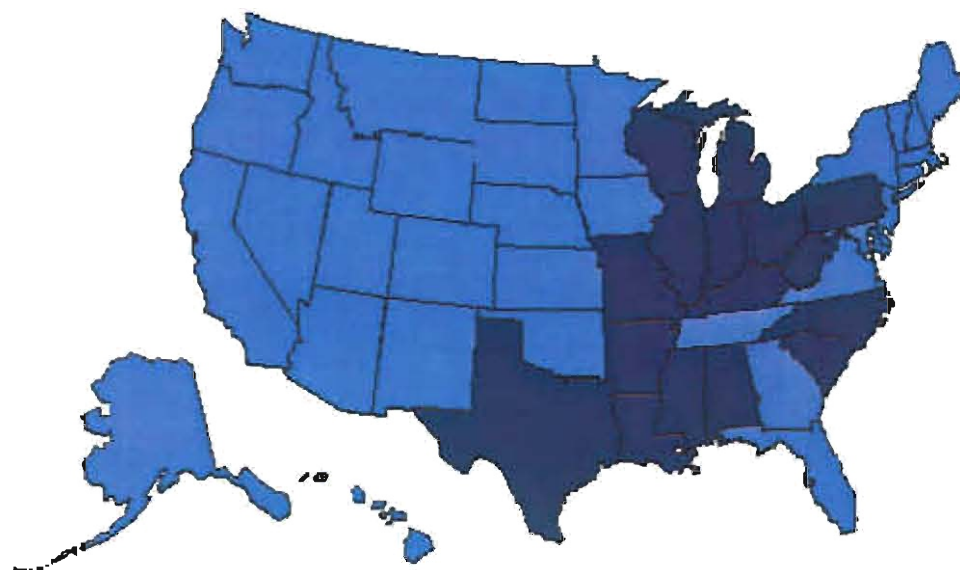
(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 1994

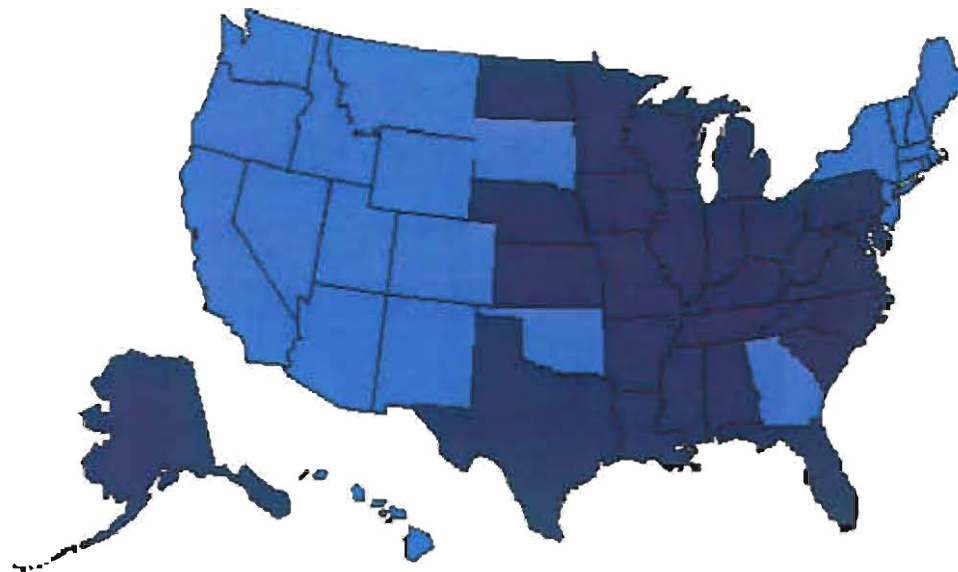
(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 1995

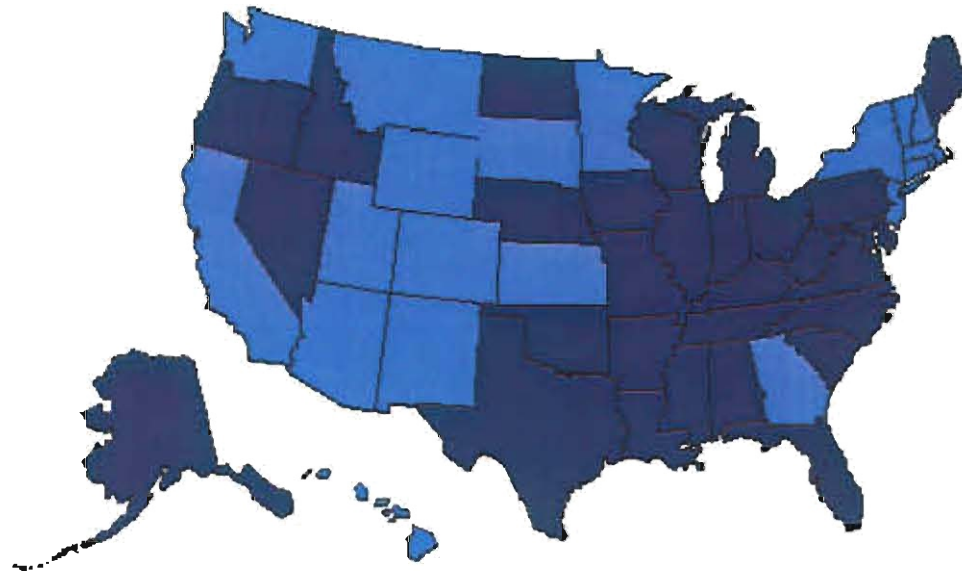
(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 1996

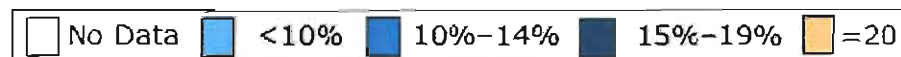
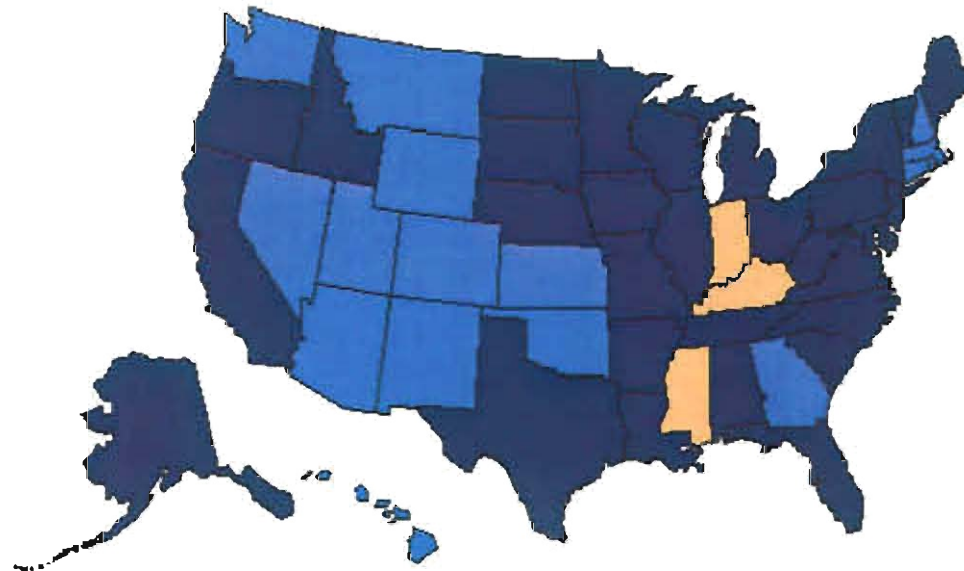
(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 1997

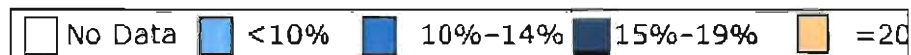
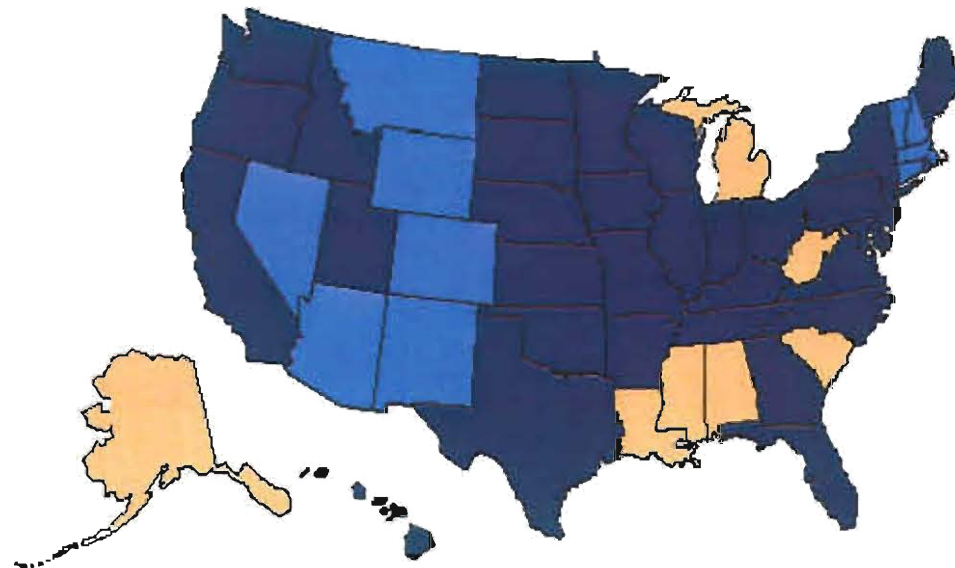
(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRESS, 1998

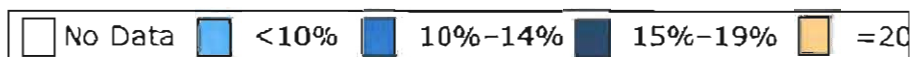
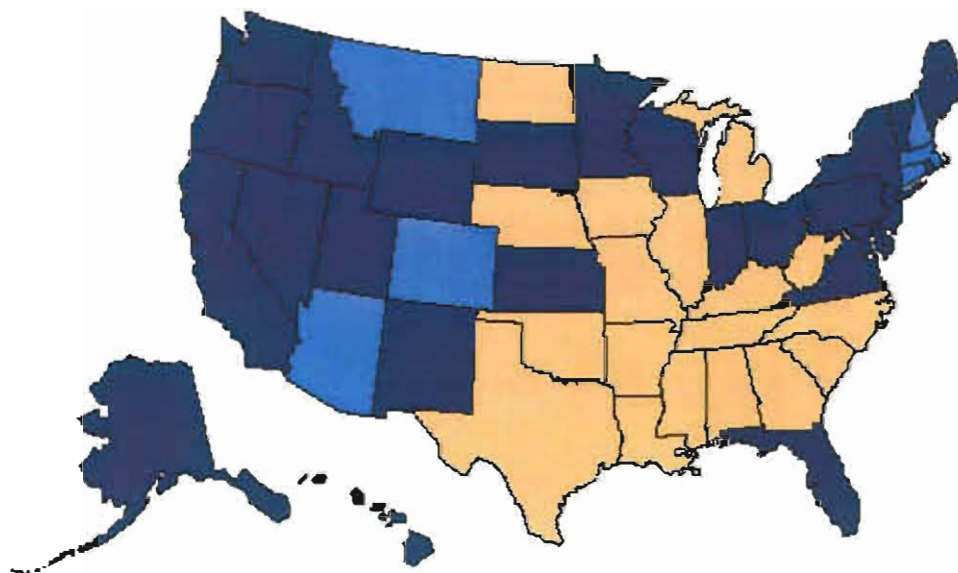
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Obesity Trends* Among U.S. Adults

BRFSS, 1999

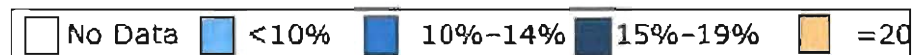
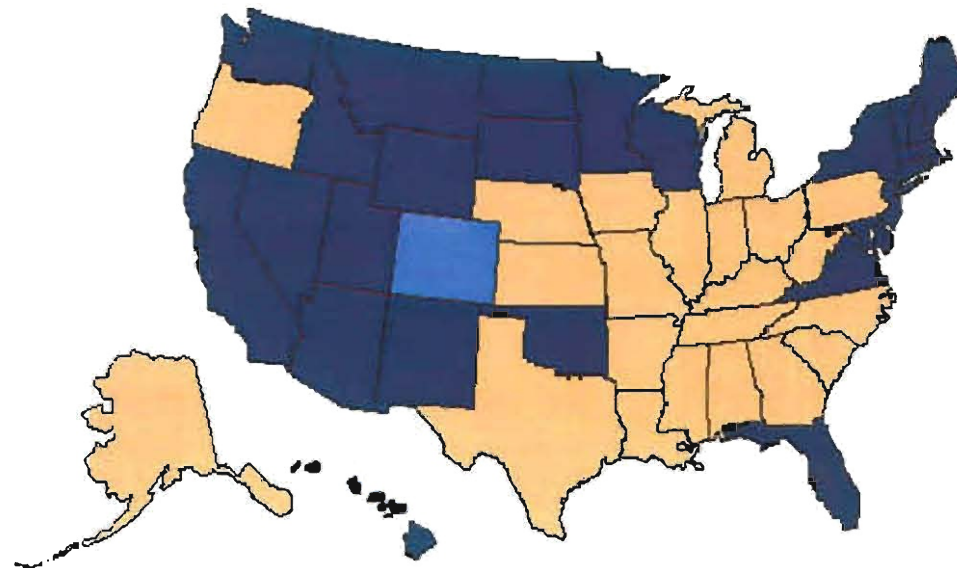
(*BMI = 30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 2000

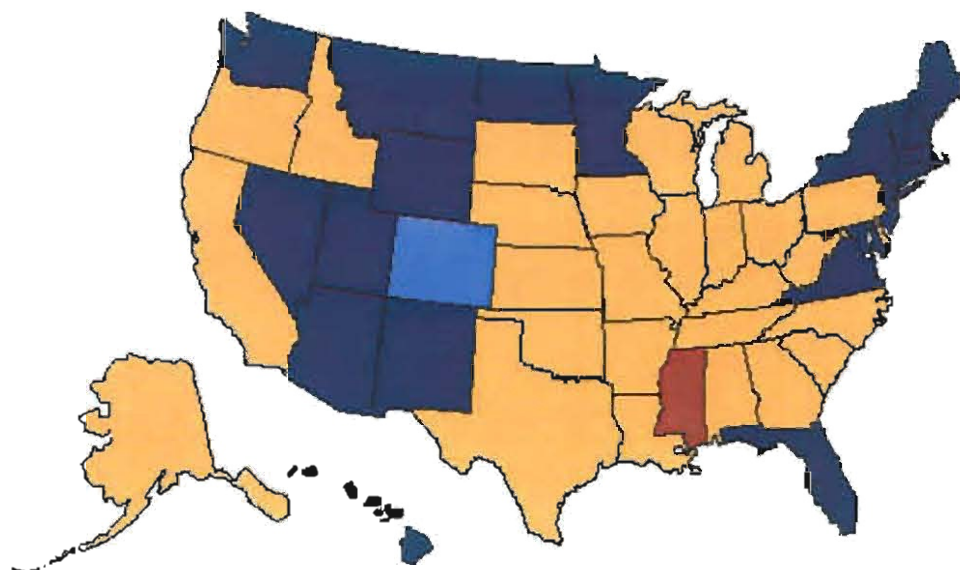
(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 2001

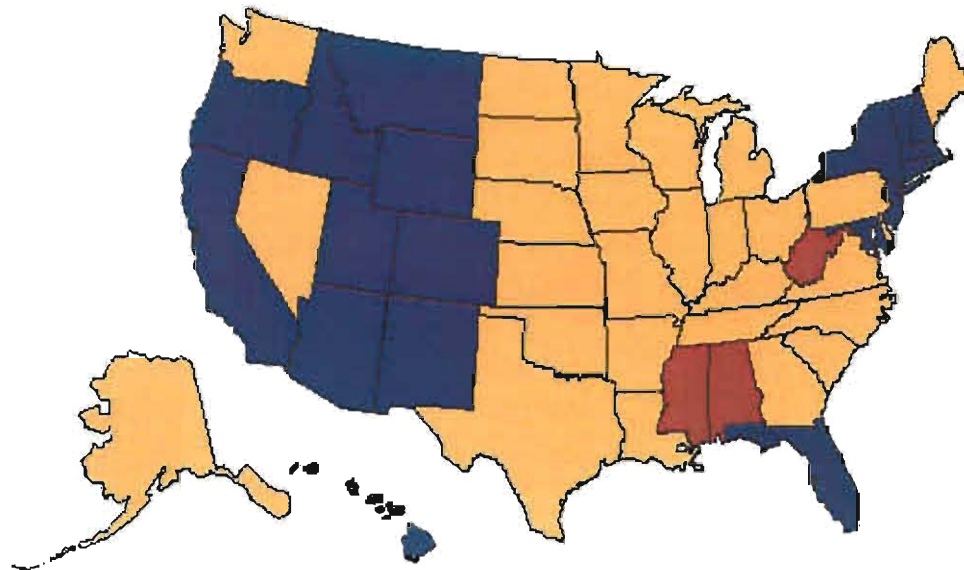
(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 2002

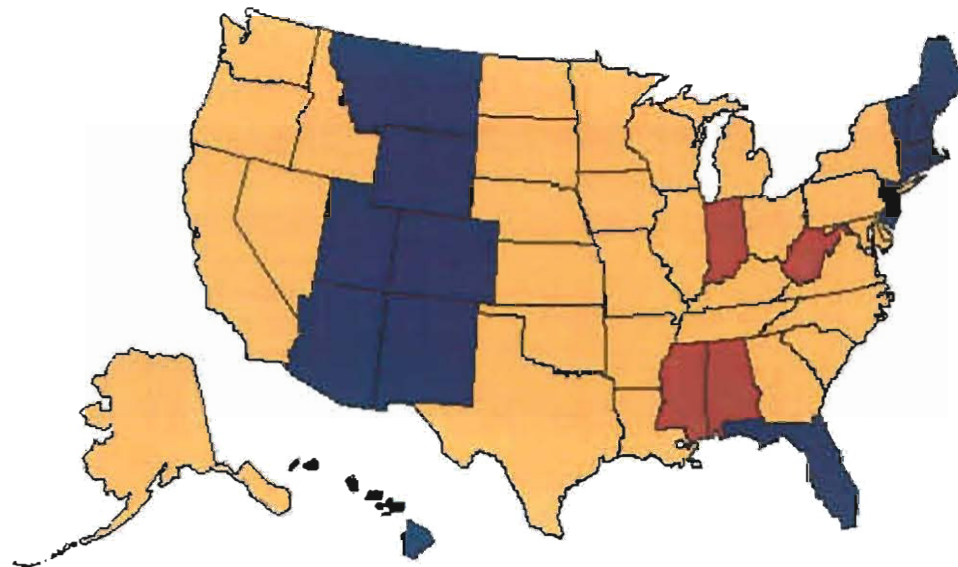
(*BMI = 30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 2003

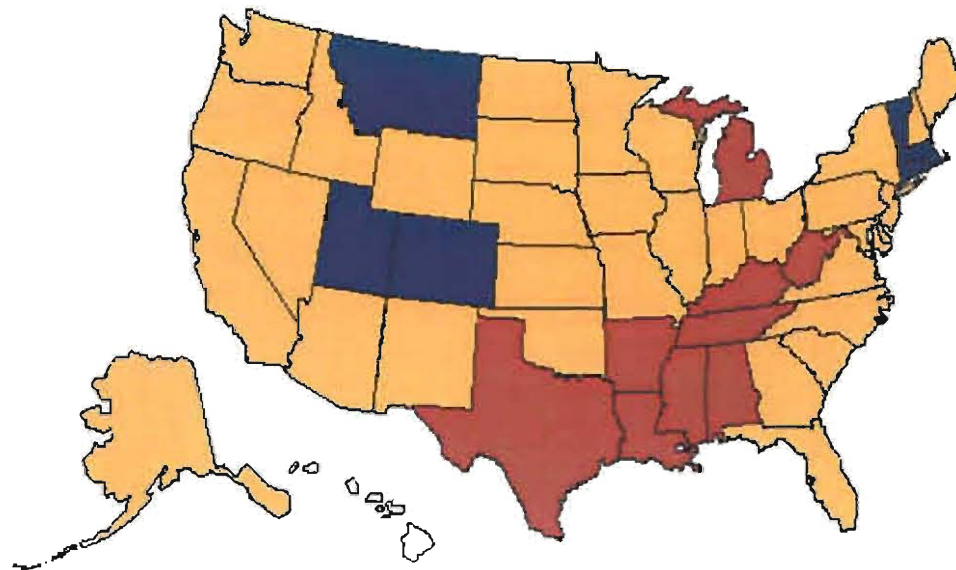
(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)



Obesity Trends* Among U.S. Adults

BRFSS, 2004

(*BMI =30, or ~ 30 lbs overweight for 5' 4" person)





What about our children?

- US Kids 6-11 years old -- Obesity rates have doubled
- US Teens 12-19 --Obesity rates have tripled
- In Oregon, 1 out of 5 teens have BMI's over 25





Overweight children and adolescents are more likely to remain overweight or become obese adults and develop chronic diseases such as heart disease, stroke, and diabetes

And there are serious health complications (and costs) from obesity





Being overweight matters

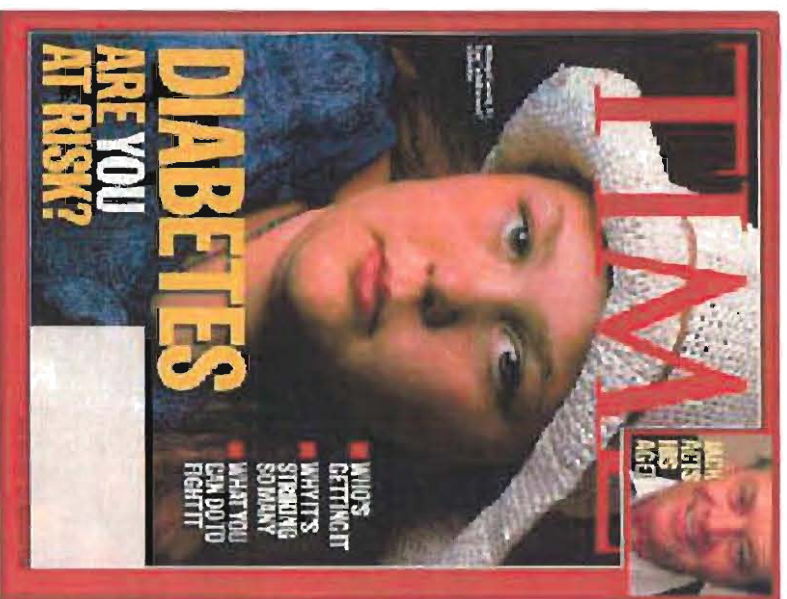
Research suggests that...

- Overweight teenage females, compared to girls of healthy weight, may:
 - Complete fewer years of school
 - Have lower incomes as adults
 - Have higher rates of poverty

Research also suggests:

- Overweight children and teens often:
 - Have negative self images
 - Are bullied more
 - Experience sadness and loneliness
 - Experience learning or behavior problems
 - Get involved in high risk behavior (drugs and sex)
 - » *Pediatrics*, 2000, 2001





Diabetes
“One in three
children born in
the US in 2000
will become
diabetic ...”

CDC ~ 06/15/03

Walkability Assessment, PEQI

Our study was based on a walkability study created by the San Francisco Dept. of Public Health.

The study, called the Pedestrian Environmental Quality Index (PEQI), consists of 21 street segment and 9 intersection factors associated with pedestrian environmental quality and safety, grouped into five domains:

Intersection Safety,

Traffic,

Street Design,

Land Use, and

Perceived Safety

How the Assessment Works:

- Various indicators for safety, security and aesthetics are recorded to objectively rate intersections and street segments. This is accomplished via volunteers.

Intersection Safety	Traffic	Street Design	Perceived Safety	Land Use
Cross walks Ladder crosswalks Countdown signal Signal at intersection Crossing speed Crosswalk scramble No turn on red Traffic calming features Additional signs for pedestrians	Number of vehicle lanes Two-way traffic Vehicle speed Traffic volume Traffic calming features	Width of sidewalk Sidewalk impediments Large sidewalk obstructions Presence of curb Driveway cuts Trees Planters/gardens Public seating Presence of a buffer	Illegal graffiti Litter Lighting Construction sites Abandoned buildings	Public art/historic sites Restaurant and retail use

PEQI Survey Form

Neighborhood:		Surveyed By:		Survey Date:	
Project:		Data Entered into Database:			
INTERSECTIONS					
Intersection CNN #:			Primary Street:		
			Secondary Street:		
	1. Crosswalk	2. Ladder Crosswalk	3. Pedestrian Signal	7. No Turn on Red Sign(s)	
			WITH count-down		
			NO count-down		
4 Directions				0	3
3 Directions				1	4
2 Directions				2	
1 Direction					
None					
4. Traffic Signal at Intersection:			8. Intersection Traffic Calming Features (TCFs):*		
Yes			0 TCFs		
No			1-2 TCFs		
			3-4 TCFs		
			5 or more TCFs		
If Yes - Crossing Time: (seconds)			Check all that apply:*		
			* See PEQI manual for illustrations/definitions.		
			<input type="checkbox"/> Curb extensions or		
			bulcouts		
			<input type="checkbox"/> Pavement Treatments, Lights		
			<input type="checkbox"/> Speed Tables		
			<input type="checkbox"/> Bike Lane at intersection		

Urban Environmental Quality Index (PEQI) Survey

City of Portland, Oregon Department of Transportation, Bureau of Engineering and Construction, Bureau of Planning and Development

Project: _____ Survey Date: _____

Location: _____

Intersection: _____

Primary Street: _____

Secondary Street: _____

1. Crosswalk

2. Ladder Crosswalk

3. Pedestrian Signal

7. No Turn on Red Sign(s)

4. Intersection Traffic Calming Features (TCFs):*

0 TCFs

1-2 TCFs

3-4 TCFs

5 or more TCFs

Check all that apply:*

* See PEQI manual for illustrations/definitions.

☐ Curb extensions or bulcouts

☐ Pavement Treatments, Lights

☐ Speed Tables

☐ Bike Lane at intersection

4. Traffic Signal at Intersection:

Yes

No

If Yes - Crossing Time: (seconds)

10. Number of Lanes

11. Number of Lanes

12. Number of Lanes

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A page out of the PEQI Manual:

Street Traffic Calming Features (TCF's)

- Do NOT count the same TCF's from part I about the intersection
- Look for each one on the form
- Write X in all boxes that apply
- Write X in either yes or no, as appropriate



13. Street Traffic

Yes

Note: See PEQI manual for illustrations and definitions

Calming Features:

No

Check all that apply:

☐ Chicanes

☐ Street Medians

☐ Speed Tables

☐ Speed Humps

☐ Rumble Strips

☐ Speed Limit Enforcements



Speed Enforcements



Chicane



Speed Hump



Street Median

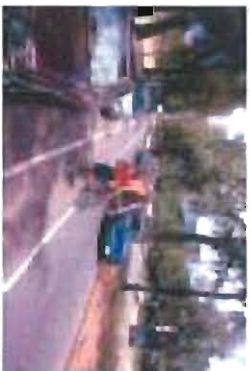


Rumble Strips

A page out of the BEQI manual:

BEQI: Street Design

Marked Areas for Bicycle Traffic



(1)



(2)



(3)



(4)



(5)



(6)



(7)



(8)

We Started Recruiting Volunteers Early in the Process

Recruitment of Volunteers:

Bike and Walk Study:

- Saturday, February 13th from 9-3pm
- 20 volunteers
- Detailed description of study
- Divided volunteers in teams of 2
- Assigned teams specific street segments and intersections
- Collect data, enter into Access database, bring into GIS to map results

The Dalles Walks

Walkability is one critical aspect of a **HEALTHY, vibrant and sustainable** community.

The North Central Public Health District along with the City of The Dalles, and Wasco County municipalities are organizing a walkability study for the Chenoweth neighborhood of the City of The Dalles.

Please consider joining us on February 13th when we walk the streets to measure the walkability of the Chenoweth neighborhood. The commitment is small, just one afternoon.

Date: February 13th, 2010

Time: 9-3 pm

Place: Chenoweth Elementary School
The Dalles, OR

Please help make The Dalles your place.
Contact Allyson Smith at (541) 506-2625
or Jeannette Montour at (541) 506-2565
to volunteer for this event.

*Lunch will be provided.



Public Health
North Central Public Health District



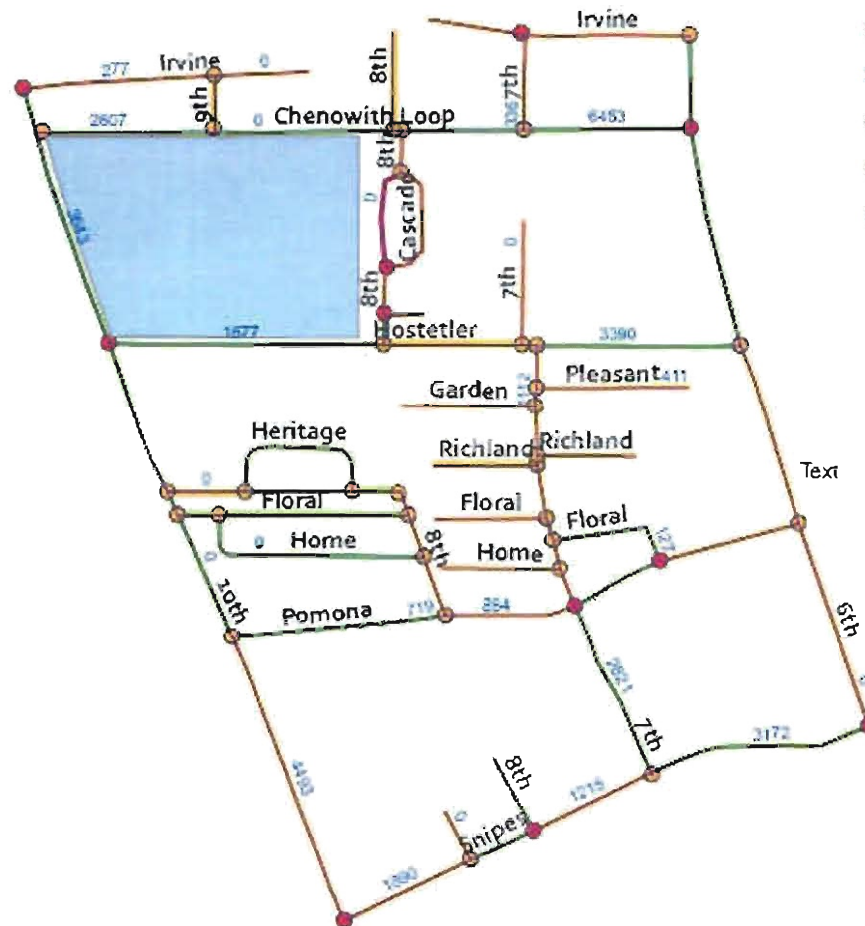
Walkability Assessment Day, Feb. 13th 2010



❑ How the information is Used

- Data collected by volunteers is entered into an Access database & then brought into ArcGIS to be mapped
- Areas in need of improvement as well as potential safe routes can be easily seen through mapping
- Information informs policy makers and public:
- prioritization of projects, and securing project funding

Survey Findings



Legend

Chenowith Elementary School Grounds

PEQI Intersections and Street Scores

- poor quality, pedestrian conditions absent
- low quality, minimal pedestrian conditions
- average quality, pedestrian quality
- high quality, some important pedestrian conditions present
- highest quality, many important pedestrian conditions present

Results of 2010 Chenowith neighborhood walkability study showing pedestrian conditions for streets and intersections.

Numbers in blue are numbers of vehicle crossings at the adjacent intersection. Zero figures indicate that data has not been collected for these areas.

Conclusions/Recommendations:

* Intersections need improvements

* In the interim, create an improved pathway between 7th and Chenowith Loop to extend walkability between areas not currently improved.

0 340 680 1360 2040 Feet

State and Federal Safe Routes to School

Community stakeholders, in a multidisciplinary team of partners committed to working together in developing a community vision can greatly improve their local routes to school.

The steps to take include:

- Compiling Information,
- Setting Priorities,
- Identification of Resources,
- Securing Funding, and
- Formulating a Plan.

The PEQI can be instrumental in the important task of performing an inventory and identifying safety needs or hazards around schools.

The Safe Routes to Schools committee must compile information and seek out resources. Alternatives must be proposed to correct those needs or hazards.

The list of alternatives must then be prioritized and the best alternatives adopted to propose short-term and long-term safety solutions in the form of projects.

Applications should be submitted to secure funding for projects identified within the plan.

Safe Routes to Schools Locally

Community stakeholders interested in Safe Routes to Schools (SRTS) in The Dalles include:

- North Central Public Health District
- District 21
- Mid Columbia Medical Center
- The Dalles Cycling Assn., who attended a Safe Routes to Schools training this past year, and those who have an interest might want to contact her to get involved
- Statewide: Julie Yip, the Safe Routes to School Coordinator at (503) 986-4196, Fax: (503) 986-434, Email: Julie.A.Yip@odot.state.or.us; Mail: Transportation Safety Division, Oregon Dept of Transportation, 235 Union St., Salem, OR 97301-1054
<http://www.oregon.gov/ODOT/ITS/saferoutes.shtml#Program> News Information

Currently, there are grant funds available to support SRTS activities. See the above Oregon website.

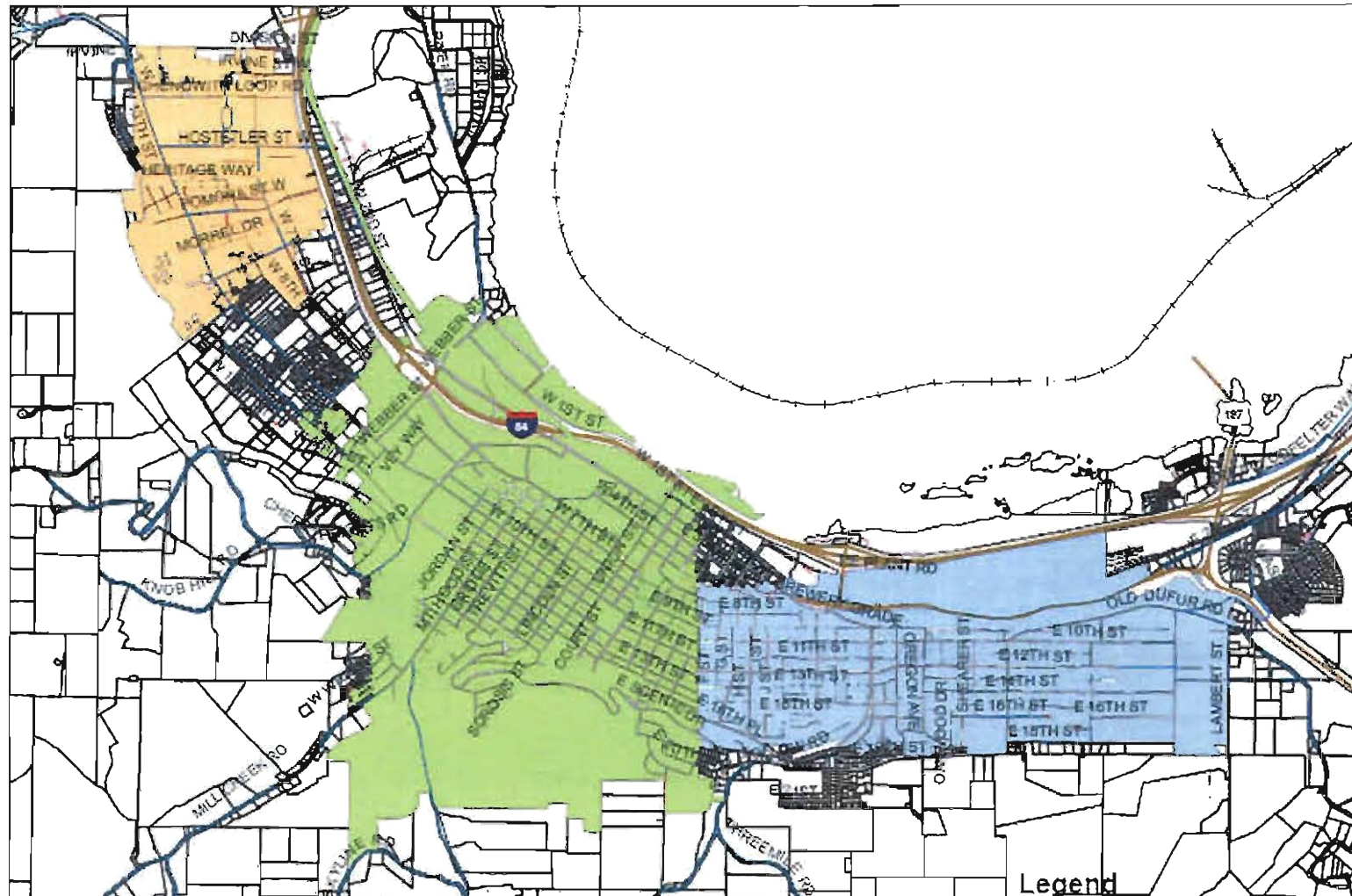
Community Transportation Act

Representative Earl Blumenauer(OR) just introduced the Active Community Transportation Act, H.R.4722, on March 2nd 2010. This groundbreaking bill creates a competitive grant program with \$2 Billion to help communities build bicycling and walking networks. For the first time, communities would be able to compete for multi-year funding to build active transportation systems, just as they do for transit and road infrastructure.

“Too often we take for granted the value of being able to bike and walk to work,” said Blumenauer. “It’s unfortunate that many communities don’t have the infrastructure in place to make active and healthy forms of transportation more accessible. The ACT transportation grants will make it easier for people to get out of their vehicles and onto sidewalks or bikes, boosting both heart rates and community vitality.”

<http://www.peoplepoweredmovement.org/site/index.php/tags/tag/active+transportation>

The Dalles Walkability Studies



Legend



Phase_1-Chenoweth Elementary

Phase_2-Colonel Wright Elementary

Phase_3-Dry Hollow Elementary

0 0.375 0.75 1.5 2.25 Miles

Looking forward to sustaining this project:

The potential exists to keep this process going throughout our town. Sustainability of this project will be a priority.

We will need support from leadership within our community.

Will you support us?

**CITY of THE DALLES**

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481

AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
September 20, 2010	Consent Agenda 10, A	N/A

TO: Honorable Mayor and City Council

FROM: Julie Krueger, MMC, City Clerk

THRU: Nolan K. Young, City Manager

DATE: August 31, 2010

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

A. ITEM: Approval of July 26, 2010 Regular City Council Meeting Minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the July 26, 2010 regular City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: That City Council review and approve the minutes of the July 26, 2010 regular City Council meeting.

MINUTES

REGULAR COUNCIL MEETING
OF
JULY 26, 2010
5:30 P.M.
CITY HALL COUNCIL CHAMBER
313 COURT STREET
THE DALLES, OREGON

PRESIDING: Mayor Jim Wilcox

COUNCIL PRESENT: Bill Dick, Carolyn Wood, Dan Spatz, Brian Ahier, Tim McGlothlin

COUNCIL ABSENT: None

STAFF PRESENT: City Manager Nolan Young, City Attorney Gene Parker, City Clerk Julie Krueger, Community Development Director Dan Durow, Police Chief Jay Waterbury, Administrative Intern Cooper Whitman, Engineer Dale McCabe, Librarian Sheila Dooley, RARE Planner Nora Donovan, Codes Enforcement Officer Nikki Lesich

CALL TO ORDER

Mayor Wilcox called the meeting to order at 5:32 p.m.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

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

MINUTES (Continued)
Regular Council Meeting
July 26, 2010
Page 2

APPROVAL OF AGENDA

Mayor Wilcox asked the City Council to add the following items to the agenda: Action Item E, Resolution No. 10-017 supporting the application and participation in the second phase of the Oregon Main Street Program, and an Executive Session in accordance with ORS 192.660 (2) (e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

It was moved by Spatz and seconded by McGlothlin to approve the agenda as amended. The motion carried unanimously.

PRESENTATIONS/PROCLAMATIONS

Americans With Disabilities Act Commemoration Proclamation

Mayor Wilcox read a Proclamation declaring July 26th as a day of commemoration of the Americans with Disabilities Act and congratulating employers, businesses, and government agencies for their efforts to ensure access for all persons with disabilities.

Patriot Day Proclamation

Mayor Wilcox read a Proclamation declaring September 11th, each year, as Patriot Day in The Dalles and encouraged citizens to participate in community activities and display the American flag at half staff each September 11th.

Presentation by Kathy Heitkemper Regarding Burn Ban for the City of The Dalles

Ms. Heitkemper presented a request for the City Council to adopt a resolution to ban backyard burning in The Dalles. She discussed the health hazards caused by burning, talked about alternatives to burning, such as recycling and composting options. She urged the City Council to consider adopting an ordinance to ban back yard burning.

Pam Miller, 807 East 18th Street, The Dalles, spoke in support of a burn ban, saying it was more logical and practical to recycle and compost.

Judy Merrill, The Dalles, said she supported the burn ban proposal and said she had been on the 2006 task force that reviewed a possible burn ban. Merrill said the group had dissolved due to funding issues, but had been very supportive of providing public education on alternative methods to burning. She said burning was hazardous to people's health.

Mayor Wilcox commended Ms. Heitkemper for her presentation and information packets that had been provided to the City Council.

Councilor McGlothlin said it was an excellent presentation. He asked if there was a proposal as to who would be charged with enforcement of illegal burning. Ms. Heitkemper said she was unsure, but believed the Fire District currently investigated illegal burning.

Councilor Spatz commended Heitkemper for her presentation and agreed it was a problem in the community. He said the solutions offered in the presentation were appreciated and urged the City Council to address the issue. He asked that staff to bring back a proposed ordinance and methods for enforcement for further discussion.

Councilor Ahier agreed that City Council should further consider adoption of an ordinance. He asked if this could be accomplished this Fall.

City Manager Young said staff would need to work with the Fire District regarding responsibility for enforcement and would prepare a draft ordinance for Council consideration in the Fall.

Councilor Wood thanked Heitkemper for her presentation and said she supported the concept.

AUDIENCE PARTICIPATION

None.

CITY MANAGER REPORT

City Manager Young said staff had attended a recent meeting regarding the Connect Oregon III grant process. He said there had been some question regarding the status of the Airport and whether it was an Oregon airport, but the Board had determined it was an Oregon Airport. He said the meeting for a decision on the grants for the Airport runway work and the Marine Terminal would be on August 25th.

Young said the Community Outreach Team would be meeting this week to develop their priority projects for a trip to Washington, D.C. in September.

Young said he had provided a memorandum to the City Council explaining his plan to extend the Administrative Intern position for an additional two months. He said he would proceed with that plan unless there were any concerns of the City Council.

No concerns were raised by the City Council.

CITY ATTORNEY REPORT

City Attorney Parker said he had been reviewing some upcoming Public Works contract documents and working on a public information request by a California Longshoremen group. Parker said he would be on vacation the week of August 9th, and would also be taking some vacation time in September.

CITY COUNCIL REPORTS

Councilor McGlothlin said the Traffic Safety Commission had discussed possible placement of sidewalks at the intersection of Brewery Grade, East Ninth Street and Dry Hollow Road. He said no decision had been reached and there would be additional discussions in the future.

Councilor Spatz said the Mid Columbia Economic Development District would be involved in a meeting with Gorge Technology Alliance to provide information regarding wind turbines. He said that meeting was scheduled for July 27th.

Councilor Ahier said the QLife wi-fi project was still underway and would likely require additional funding or the project to be scaled back in scope.

Mayor Wilcox said he had recently attended a handgun safety class and learned that a City employee, John Baker, was the instructor. He said it was nice to see City employees volunteering in the community.

Wilcox said he had been meeting with a group of local business people who were working to bring development and jobs to the community. He said he had met with Wal-Mart representatives and WM3 representatives to see if he could assist them in moving through permitting issues with other agencies. He said it was very frustrating to not be moving forward with the project.

CONSENT AGENDA

It was moved by Wood and seconded by Ahier to approve the Consent Agenda as presented. The motion carried unanimously.

Items approved by Consent Agenda were: 1) approval of the July 12, 2010, City Council meeting minutes; and 2) authorization for the City Clerk to endorse an OLCC New Outlet application for The Dalles Civic Auditorium.

PUBLIC HEARINGS

Public Hearing to Receive Testimony Regarding Proposed Surplus Real Property Described as 1N 13E 3BD Tax Lot 2700

Mayor Wilcox reviewed the procedure to be followed for the public hearing.

City Manager Young reviewed the staff report

Testimony

No testimony was offered.

Resolution No. 10-016 Declaring a Parcel of Real Property Described as 1N 13E 3BD Tax Lot 2700 to be Surplus Property and Accepting an Offer from Lisa Wallace to Purchase Said Property

It was moved by Wood and seconded by Spatz to adopt Resolution No. 10-016 declaring a parcel of real property described as 1N 13E 3BD #2700 to be surplus property and accepting an offer from Lisa Wallace to purchase said property. The motion carried unanimously.

CONTRACT REVIEW BOARD ACTIONS

Award Contract for the East Tenth Street Sewer Project

The staff report was reviewed by Engineer Dale McCabe.

Councilor Ahier asked if the low price for the rock removal could cause future change orders to the contract. McCabe said it was a per cubic yard price.

It was moved by Spatz and seconded by Wood to authorize the City Manager to enter into contract with Cascade Equipment and Construction, in an amount not to exceed \$457,173 for the East Tenth Street Sewer Project. The motion carried unanimously.

ACTION ITEMS

Recommendation from Columbia Gorge Regional Airport Board to Approve a Three Year Airport Management Agreement With Aeronautical Management, Inc.

City Attorney Parker reviewed the staff report. He highlighted minor changes proposed by Klickitat County, saying the monthly base compensation would be paid retroactive to July 1; clarification to additional compensation for rent of certain specified hangars; the indemnification provision be mutual in nature; and provisions for termination of the agreement would outline the authority of Aeronautical Management, City and Klickitat County.

Chuck Covert, Aeronautical Management, said they were in agreement with the proposed changes. He said they preferred a three year term for the agreement so it would be re-negotiated at the same time as the Fixed Base Operator agreement.

It was moved by Ahier and seconded by Wood to authorize the City Manager, City Clerk and City Attorney to execute the three year airport management agreement with Aeronautical Management, effective July 1, 2010, as amended and subject to approval by Klickitat County. The motion carried unanimously.

Authorization for City Manager to Sign Amendment to the Third Intergovernmental Agreement to Provide Library Services to Wasco County Library Service District

Librarian Sheila Dooley reviewed the staff report.

Councilor Spatz asked the status of the Gorge Link program due to the closing of the Hood River Library, who had been a partner.

Librarian Dooley said Hood River had paid for the Gorge Link program this year. She said they were looking into an Eastern Oregon program, using the SAGE system, which would also be able to link with the community college.

It was moved by Wood and seconded by McGlothlin to authorize the City Manager to amend the third intergovernmental agreement for the City to provide library services to the Wasco County Library Service District as proposed. The motion carried unanimously.

MINUTES (Continued)
Regular Council Meeting
July 26, 2010
Page 7

Resolution No. 10-015 Initiating a Street Vacation Procedure for a Portion of West Seventh Street

The staff report was reviewed by Community Development Director Durow. He noted the topography was very rocky and steep and no street would be developed there.

It was moved by Spatz and seconded by Wood to adopt Resolution No. 10-015 initiating a street vacation procedure for a portion of West Seventh Street. The motion carried unanimously.

Approval of Airport Master Plan

The staff report was reviewed by Chuck Covert. He said it had been a long process to develop the Plan and it now contained current, accurate information. He recommended the Council authorize them to submit the Plan to the FAA for final approval.

It was moved by Spatz and seconded by Wood to submit the Master Plan of the Columbia Gorge Regional Airport to the FAA for review and approval. The motion carried unanimously.

Resolution No. 10-017 Supporting the City's Application and Participation in the Second Phase of the Oregon Main Street Program Process, Transforming Downtown

RARE Planner Nora Donovan said this was the last meeting she would attend as her term as the RARE Planner was nearly complete. She thanked the City for the opportunity to work in the community. Donovan reviewed the staff report.

Councilor Spatz and Councilor Ahier both commended Donovan for her work at the Port and for the City.

It was moved by Spatz and seconded by Wood to adopt Resolution No. 10-017 supporting the City's application and participation in the second phase of the Oregon Main Street Program process, Transforming Downtown. The motion carried unanimously.

DISCUSSION ITEMS

Update Regarding Yard Sale Sign Program

City Attorney Parker reviewed the staff report.

Councilor Spatz said he noted the staff report mentioned that the yard sale sign process was a distraction from other duties of the Codes Enforcement Officer. Codes Enforcement Officer

MINUTES (Continued)
Regular Council Meeting
July 26, 2010
Page 8

Lesich said it was distracting her from other duties and that if there were no consequences for people putting out the signs in the rights of way, they would continue to do it.

Mayor Wilcox asked how many of the yard sale signs were for sales outside the city limits. Lesich said approximately one or two per week were for sales outside the city limits.

Councilor Ahier asked if residents outside the city limits could be penalized for violating a City ordinance. City Attorney Parker said if the violation occurred within the city limits, they would be subject to the ordinance.

Councilor Wood said the process was too complicated and suggested a central location be provided to let people post their signs. She said it seemed too intrusive to people who were just trying to clean out items they no longer needed.

Councilor Spatz agreed, saying it was too complicated and that if no fines were imposed, there was no solution.

Councilor Dick said there were signs everywhere and not just for yard sales. He said it may be more effective for the City to say where the signs could be place.

Councilor Ahier said it should be kept simple and expressed concern that government may be over reaching by being so restrictive with this issue. He said the Council was spending too much time on the matter and suggested just letting staff determine the best way to address it.

Councilor McGlothlin said often rules were made to deal with a small group of people. He suggested identifying areas that needed to be controlled and relax the process that works for most people.

Mayor Wilcox said there were many rules to regulate commercial and business signs and it was not fair to do nothing with the yard sale signs. He said it was littering for people to leave the signs out and was not legal to place them in the City's right of way. Wilcox suggested imposing a fine, and to revise the ordinance so the signs that were picked up didn't have to be retained for 30 days.

It was the consensus of the City Council to discontinue publishing a weekly flyer of the sales, to focus on picking up the signs on Mondays following the sales.

Mayor Wilcox said it was very hard to sell homes in a community that looked trashy. He said the Council had spent a lot of time on this issue, but no time on important economic development issues.

MINUTES (Continued)
Regular Council Meeting
July 26, 2010
Page 9

Councilor Spatz disagreed, saying the Council spend a lot of time on issues surrounding economic development for the community.

EXECUTIVE SESSION

Mayor Wilcox recessed the meeting to Executive Session at 7:41 p.m., in accordance with ORS 192.660 (2) (e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

Reconvene to Open Session

The meeting reconvened to open session at 7:53 p.m.

DECISIONS FOLLOWING EXECUTIVE SESSION

None.

ADJOURNMENT

Being no further business, the meeting adjourned at 7:53 p.m.

Submitted by/
Julie Krueger, MMC
City Clerk

SIGNED: _____

James L. Wilcox, Mayor

ATTEST: _____

Julie Krueger, MMC, City Clerk



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

AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
September 20, 2010	Public Hearings 11, A	10-064

TO: Honorable Mayor and City Council

FROM: Dave Anderson, Public Works Director

THRU: Nolan K. Young, City Manager

DATE: August 30, 2010

ISSUE: Public Hearing to receive testimony regarding sale of surplus property commonly known at the Mesplie Reservoir property to Kortge Brothers LLC.

CITY COUNCIL GOALS: N.A.

PREVIOUS AGENDA REPORT NUMBERS: Agenda Staff Reports #10-045

BACKGROUND: The City Council conducted a public hearing on June 28, 2010 to receive testimony regarding the potential declaration of real property commonly known as the Mesplie Reservoir property as surplus. This property was conveyed to the City in the 1890's for reservoir purposes. The property is approximately 2 acres in size and no longer used by the City. It is surrounded by property owned by Kortge Brothers LLC. At the hearing, the City Attorney presented a staff report and Resolution No. 10-014 proposing to declare the property surplus with the intent of transferring ownership of the property to Kortge Brothers LLC in exchange for an easement for a future water transmission pipeline on the Kortge property. The staff report also indicated that the Kortges have requested continued free domestic water service from the City as a condition of the easement. There was no public testimony provided at the hearing and City Council adopted Resolution No. 10-014 declaring the Mesplie Reservoir property surplus.

Resolution No. 10-019 (attached) authorizes the sale of the Mesplie Reservoir property to Kortge Brothers LLC. In exchange, Kortge Brothers LLC will grant to the City an easement for the future construction of a new water transmission pipeline. The City will continue to provide domestic water service for the one inch service for the Kortge's property at no charge.

BUDGET IMPLICATIONS: Adoption of Resolution No. 10-019 would result in no exchange of funds, the City will acquire an easement that will facilitate the future construction of a new water transmission pipeline, and Kortge Brothers will receive the Mesplie Reservoir property and continued free domestic water service. The revenue forgone from the Water Utility Fund by providing free water service would be \$54.90/month plus \$1.21/1000 gallons for water consumption above 10,000 gallons/month.

RECOMMENDATIONS:

1. Staff Recommendation: Move to adopt Resolution No. 10-019.
2. Deny adoption of Resolution No. 10-019 and provide additional direction to staff.

RESOLUTION NO. 10-019

A RESOLUTION ACCEPTING AN OFFER FROM KORTGE BROTHERS LLC TO PURCHASE A PARCEL OF PROPERTY IDENTIFIED AS ASSESSOR'S MAP NO. 1N 12 13, TAX LOT 700, ALSO KNOWN AS THE MESPLIE RESERVOIR PROPERTY

WHEREAS, the City of The Dalles owns a parcel of land commonly known as the Mesplie Reservoir Property, which property is also known as Assessor's Map No. 1N 12 13, Tax Lot 700, which property is further described as follows:

A parcel of land for reservoir purposes located in the East 22.72 chains of the John Halligan Donation Land Claim 39 in Section 13, Township 1 North Range 12 East of the Willamette Meridian

which property is also shown on the map attached as Exhibit "A"; and

WHEREAS, on June 28, 2010, the City Council adopted Resolution No. 10-14 declaring the above-described property as surplus property; and

WHEREAS, there is an existing easement for a water line which crosses over a parcel of property described as Assessor's Map 1N 12 13, Tax Lot 600 which is owned by Kortge Brothers LLC, which includes a provision that the owners of Tax Lot 600 had a right of first refusal if the City ever considered selling Tax Lot 700; and

WHEREAS, Kortge Brothers, LLC has submitted an offer to purchase the above-described parcel of property, with the consideration for the transfer of ownership to include an agreement by the City to continue to provide domestic water service for a one inch line to their property at no charge, and Kortge Brothers LLC has agreed to convey an easement to the City across their property which will facilitate the eventual relocation of a new water transmission line; and

WHEREAS, a public hearing was held on September 20, 2010, to allow for public testimony concerning the proposed purchase of the above-described real property by Kortge Brothers, LLC; and

WHEREAS, the City Council has determined the approval of the proposed purchase of the above-described real property by Kortge Brothers, LLC is in the best interest of the City of The Dalles;

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

Section 1. Offer Accepted. The offer of Kortge Brothers, LLC to purchase the above-described real property is hereby accepted and approved. Pursuant to the offer, the City will continue to provide domestic water service for a one inch line at no charge, to the property owned by Kortge Brothers, LLC known as Tax Lot 600, and Kortge Brothers, LLC will convey an easement to the City twenty feet in width, located upon property owned by Kortge Brothers, LLC, generally along the frontage of their property with Mill Creek Road, which will facilitate the eventual relocation of a new water transmission line.

Section 2. Execution of Deed. The City Manager, City Clerk and other officers and employees of the City of The Dalles are authorized to execute a deed on behalf of the City, transferring ownership of the above-described property to Kortge Brothers, LLC, and to do such other acts as are necessary and proper.

Section 3. Effective Date. This Resolution shall be considered effective September 20, 2010.

PASSED AND ADOPTED THIS 20TH DAY OF SEPTEMBER, 2010

Voting Yes, Councilor: _____

Voting No, Councilor: _____

Absent, Councilor: _____

Abstaining, Councilor: _____

**AND APPROVED BY THE MAYOR THIS 20TH DAY OF DAY OF SEPTEMBER,
2010**

James L. Wilcox, Mayor

Attest:

Julie Krueger, MMC, City Clerk

IN 12 13



Sept 2004
8/22/2004 DRW
IN 12 13

Exhibit "A"



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481 ext. 1125
FAX: (541) 298-5490

AGENDA STAFF REPORT

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
September 20, 2010	Public Hearing 11, B	10-065

TO: Honorable Mayor and City Council

FROM: Dick Gassman, Senior Planner
Community Development Department

THRU: Nolan Young, City Manager *ny*

DATE: September 20, 2010

ISSUE: Public Hearing on a Street Vacation for a portion of West 7th Street

RELATED CITY COUNCIL GOAL: N/A

PREVIOUS AGENDA REPORT NUMBERS: 10-060

BACKGROUND: Andrew Kerr submitted a petition for this partial street vacation process for a portion of West 7th Street between Liberty and Lincoln Streets.

Public Works has no objection to the requested vacation. A map showing the location of the proposed vacation is attached to this report.

At its July 26, 2010 meeting the City Council authorized staff to initiate a partial street vacation for the area as indicated on the map, adjacent to the Kerr property and Lugauer property.

NOTICE: Staff posted the site on September 9, 2010 and published notice in the Chronicle on September 5, and September 12, 2010. Staff has also sent notices to the surrounding property owners.

COMMENTS: No comments have been received.

REVIEW: After closing the public hearing, the City Council shall approve, conditionally approve, modify or deny the proposed vacation. If approved, the Council shall make findings that substantiate all of the following:

1.”...if the vacation proceedings were initiated by motion of the City Council, a finding that owners of a majority of the area affected by the vacation have not objected in writing prior to the hearing;

Staff Finding 1. *Section 7(A) of General Ordinance No. 99-1230 requires a finding that the owners of a majority of the area affected by the vacation have not objected in writing prior to the hearing. No objections have been filed as of the date of this staff report. The Council will need to determine if the owners of a majority of the area affected by the vacation have not objected to the proposed vacation.*

2. Notice has been duly given;

Staff Finding 2. *All property notices required by General Ordinance 99-1230 have been provided. The area to be vacated was posted on September 9, 2010, and notices were published in The Chronicle on September 5, and September 12, 2010. Individual notices to affected property owners were mailed on September 9, 2010.*

3. The proposed vacation does not conflict with the City’s Comprehensive Plan or any other City Ordinance;

Staff Finding 3. *No existing or potential access to adjoining properties will be affected. Goal 11 – Public Facilities and Services: The timely, orderly, and efficient arrangement of public utilities will not be affected.*

4. The public interest will not be prejudiced by the vacation of public way;

Staff Finding 4. *No public interests in this area will be harmed with the vacation request. There are no utilities in the right of way proposed to be vacated.*

5. If the vacation proceedings were initiated by motion of the City Council, a finding either that all abutting property owners have consented to the vacation, or that if the evidence shows the vacation will substantially diminish the market value of the abutting owner’s property, the City Council has made provision for paying damages.

Staff Finding 5. *All abutting property owners have signed a consent to the proposed vacation. The area proposed to be vacated will be split equally between the Kerr property and the Lugauer property. There will be no effect on adjacent property values as the access to other properties in the area will not be affected.*

BUDGET IMPLICATIONS: The costs associated with the proposed partial street vacation are minimal; public notices and some staff time. If the right of way is ultimately vacated, Section 9 of General Ordinance 99-1230 provides “the cost of preparing, filing,

and recording the ordinance and any map required to be filed with the ordinance shall be paid for by the petitioner.

ALTERNATIVES:

A. Staff Recommendation: If the evidence presented by staff and gathered at the hearing supports all of the required findings, the City Council should adopt a motion approving a vacation of the public right of way as described in the attached survey, and directing staff to prepare an ordinance for adoption to be presented at a future Council meeting. **Suggested Motion:** *Move to approve the requested partial street vacation for West 7th Street based upon the findings of staff and City Council, and direct staff to prepare an ordinance for adoption at a future meeting, completing the vacation process.*

B. If the evidence presented by staff and gathered at the hearing does not support the requested vacation, pass a motion denying the vacation request and direct staff to prepare a resolution setting forth the reasons for the denial.



Kerr R.O.W. Vacation 59-10



0 75 150 300 Feet

Community Development Dept.
July 2010
Kerr Vacation ~ 203 W. 7th





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

AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
September 20, 2010	Contract Review Board 12, A	10-066

TO: Honorable Mayor and City Council

FROM: Dave Anderson, Public Works Director

THRU: Nolan K. Young, City Manager *NKY*

DATE: August 30, 2010

**ISSUE: AWARD CONTRACT NO. 2011-002 FOR WASTEWATER
TREATMENT PLANT PUMP STATION ELECTRICAL
UPGRADE PROJECT**

RELATED CITY COUNCIL GOALS: N.A.

BACKGROUND: The City's Wastewater Facility Master Plan, updated in 2002, identified the need to upgrade the electrical systems for the pump station at the Wastewater Treatment Plant (WWTP); that upgrade was originally scheduled to occur as part of the WWTP Expansion Phase 2 project. However, during the WWTP Expansion Phase 1 project in 2005/2006, electricians identified an existing condition that leaves the entire WWTP pump station vulnerable to failure of a single circuit breaker. At that time, it was decided through a coordinated analysis involving CH2M Hill (the engineering firm that completed the Wastewater Facility Master Plan and Expansion Phase 1 design), OMI (the City's contract operator for the WWTP) and the City that this situation needed to be corrected and that it couldn't wait until the Expansion Phase 2 project. This contract will provide the electrical system upgrades necessary to correct the vulnerability.

The project will provide for the replacement of all electrical gear in the WWTP pump station including new control panels in two buildings, new wiring, excavation to install new wiring from the Electrical Building to the pump station, and providing back-up electrical service to the pump station so that pumping operations are not interrupted during the project. All work on the project is to be completed by June 15, 2011.

The contract was advertised for bid for five weeks, the bid opening was held on August 26, and four firms responded. The bids received were as follows:

East Cascade Electric	\$212,850
Hage Electric	\$215,751
Hire Electric	\$249,142
Design Electric	\$249,750

The bids have been evaluated and it has been determine that the bid submitted by East Cascade Electric is the lowest responsive bid. Staff is recommending award of Contract No. 2011-002 to East Cascade Electric.

BUDGET ALLOCATION: Funding for this project will be from Fund 57, the Sewer Plant Construction/Debt Service Fund, line 057-5700-550.75-10. The 2010-11 budget identifies \$2,539,235 for capital projects at the WWTP; this is one of those projects. If awarded, this contract will utilize \$212,850 of those funds. In addition, CH2M Hill, the design engineers for this project, will provide construction-related engineering services for the project (inspections and record drawings after construction) for \$21,602.29 which will be paid out of the same budget line code; that work will occur under an existing contract. The cost of this project is within the budgeted funds available.

ALTERNATIVES:

- A. **Staff Recommendation:** Authorize the City Manager to enter into contract with East Cascade Electric for an amount not-to-exceed \$212,580.00 for the Wastewater Treatment Plant Pump Station Electrical Upgrade construction project.
- B. Deny authorization of the contract and provide direction to staff.



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
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AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
September, 20, 2010	Action Items 13, A	10-067

TO: Mayor and City Council

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

DATE: August 25, 2010

ISSUE: Authorization for City Manager to sign a Memorandum of Understanding (MOU) with the Yakama Nation for the proposed Marine Terminal

BACKGROUND: A Corp of Engineers (Corp) permit is required to construct the proposed Marine Terminal at the end of Union Street. The Corp of Engineers consults with a number of entities including various tribes. We have completed the Corp process with the exception of gaining the necessary approval from the tribes. The Yakama Nation in particular has identified specific concerns because of treaty fishing rights near the dock. Over the last few months, we have been working with tribal representatives to create a Memorandum of Understanding to resolve these issues. During the first week of September, the Yakama Nation's Tribal Council will be considering the approval of the attached MOU. The primary commitments the City will agree to in MOU includes the following:

1. Purchasing gill nets to replace those damaged by vessels docking at the terminal,
2. Provide a contact person for City and Tribe to coordinate when fishing seasons are and to provide notification those using the dock,
3. Allow Native fisherman to tie up their nets at the west end of the terminal,
4. Reduce the size of the floating dock from 200 feet to 60 feet,
5. Facilitate any discussion with the Yakama Nation and other public agencies concerning issues that arise,
6. Install private navigation aids to identify a path to the terminal to avoid contact with fishing nets.

7. Reserve one booth for member of the Yakama Nation to sell fresh fish at any public market developed in association with this project. (Item 2i, page 3)

BUDGET IMPLICATIONS:

There will be some additional costs associated with the navigational aids and the nets. The cost of those should be covered by the funds available for this project.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation:** Authorize the City Manager to sign the Memorandum of Understanding with Yakama Nation.
2. Postpone signing to allow for negotiations for additional points in the MOU.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THE DALLES
AND THE YAKAMA NATION

WHEREAS, the City of The Dalles, an Oregon municipal corporation, hereinafter referred to as "City", proposes to reestablish an active marine terminal located in the Columbia River at the north end of Union Street, in the City of The Dalles; and

WHEREAS, the Confederated Tribes and Bands of the Yakama Nation, hereinafter referred to as "Yakama Nation," has tribal fishing rights in the Columbia River, including registered sites adjacent to the proposed site of the marine terminal, reserved by its Treaty of June 9, 1855 (12 Stat. 951) with the United States; and

WHEREAS, the Corps of Engineers is considering the issuance of a "joint permit" to allow construction of a marine terminal, which would allow for a portion of the dock to be constructed to serve barges and cruise ships, and a floating dock which would be designed to serve smaller boats and watercraft; and

WHEREAS, the City recognizes and supports the Yakama Nation's treaty fishing rights, and desires to construct a marine terminal in such a manner that those fishing rights are preserved and protected, and that enrolled tribal members' ability to fish at the Yakama Nation's registered sites adjacent to the proposed site of the marine terminal is preserved and protected; and

WHEREAS, the Yakama Tribal Council has adopted a resolution authorizing the establishment of a Memorandum of Understanding which would allow the City to construct the proposed marine terminal while protecting the Yakama Nation's treaty fishing rights; and

WHEREAS, it is the intent of the City and the Yakama Nation to establish a process where there is an ongoing dialogue between the City and the Yakama Nation, which will facilitate the operation of the proposed marine terminal in such a manner as to preserve, protect and enhance, where possible, the Yakama Nation's treaty fishing rights, providing a mutual benefit to both parties; and

WHEREAS, the Yakama Nation does not oppose the City's efforts to obtain a permit from the Corps of Engineers for the construction of the proposed marine terminal, provided the terminal does not interfere with tribal treaty fishing;

NOW, THEREFORE, it is mutually agreed as follows:

1. City's Obligations. The City agrees to perform the following tasks and responsibilities:
 - A. Prior to opening the new marine terminal facility, the City will purchase at

least two gill nets which have the same specifications as the nets currently used by members of the Yakama Nation near the site of the marine terminal. In the event the specifications for the gill nets used by members of the Yakama Nation change in the future, the City agrees that any nets purchased under the provisions of this Memorandum of Understanding will comply with the future changes in the specifications. In the event that a net belonging to a member of the Yakama Nation is damaged by a vessel either docking at or leaving the marine facility, the City will immediately provide a replacement net to the tribal member. The City will use its best efforts to identify the person, business, or other entity responsible for causing the damage to the tribal member's net, and will seek restitution from the responsible party for the cost of purchasing a net to replace the net which the City provided to the tribal member. The City agrees that it will keep a minimum of two nets available at all times during the time this Memorandum of Understanding is in effect, to be prepared to replace any net which is damaged by vessels using the City's marine terminal facility.

- B. To reduce the likelihood that vessel traffic into and out of the proposed dock would interfere with or destroy tribal gillnets set lawfully in the vicinity of the dock, the City will place Private Aids to Navigation in the Columbia River to guide approaching and departing vessels away from nearby gillnets.
- C. The City will provide the name and telephone number for a contact person who the Yakama Nation can contact to notify the City of the dates and hours of tribal gill net fishing seasons, and any concern associated with operation of the marine terminal facility. During any gill net season, the City will install a large sign with red flags on the dock alerting vessels as to the use of gill nets nearby, and advising the operators of the vessels of their responsibility to avoid the nets and to report any mishaps so that corrective action can be implemented. In addition, the City will provide this information on its website, and notify any cruise lines using the dock. The City will work with barge companies to coordinate the mooring, loading, and unloading of any barges so that these activities can occur during times when the gill nets are not present in the water near the marine terminal.
- D. The City recognizes in perpetuity the right for any duly enrolled member of the Yakama Nation to tie off one end of their gill net(s), which is being used for treaty fishing near the marine terminal facility, to the floating dock piling furthest to the west during lawful fishing seasons as prescribed by the Yakama Nation .
- E. The City will redesign the size of the permitted floating dock to reduce the size from approximately 200 plus feet to 60 feet in size.

- F. The City has agreed, at the request of the Yakama Nation, to use its resources, authorities, and good will to facilitate discussions between the Yakama Nation and other public or private entities within the City's influence as necessary to resolve actual and potential conflicts arising from issues regarding access to, or interference with, treaty fishing in the Columbia River in The Dalles/Dallesport area.
 - G. The City agrees to request the Corps of Engineers to include the completion and execution of this Memorandum of Understanding as a condition of approval for obtaining the permit for construction of the marine terminal from the Corps of Engineers.
 - H. The City shall keep the Yakama Tribal Council, or its authorized designee, informed of the construction schedule for the marine terminal. The City agrees to take necessary steps to avoid interference with tribal fishing during the construction of the marine terminal, to take reasonable actions to not allow any debris to interfere with or impede the fishermen's access to their nets, and to replace any damaged nets.
 - I. In the event the City allows or causes the development of a public market associated with the increased tourism created by the existence of the dock, the City will reserve and waive any applicable fees on at least one stall for enrolled members of the Yakama Nation to sell fresh fish harvested during lawful fishing periods, provided the tribal members are HACCP certified and comply with relevant food safety certifications.
 - J. Upon authorization by the City Council to execute this Memorandum of Understanding, the City will properly record an original of this document in its records, so that a copy is readily available to those persons who have responsibility for administering the affairs of the City.
2. Yakama Nation Obligations. The Yakama Nation agrees to perform the following tasks and responsibilities:
- A. The Yakama Tribal Council will identify and provide appropriate contact information for a person to whom the City shall provide information to keep the Tribal Council informed as to construction schedule for the marine terminal, and for notification of other activities associated with the marine terminal.
 - B. The Yakama Tribal Council shall notify the contact person designated by the City of any applicable tribal gill net fishing seasons, and of any concerns associated with the operation of the marine terminal facility, in accordance with the following time parameters:

1. For notification of any fishing season, within fourteen (14) days prior to the start of, or within three (3) days of the setting of any season, whichever date comes first.
 2. For notification of any concern associated with operation of the marine terminal facility, within seventy-two (72) hours after the concern comes to the attention of the Yakama Tribal Council.
- C. The Yakama Nation understands and agrees that it may request the assistance of the City to facilitate discussions with other public agencies in the City of The Dalles, with the goal of assisting in the resolution of potential conflicts which may arise from issues which the Yakama Nation may have with those other public agencies.
- D. The Yakama Nation understands and agrees that by executing this Memorandum of Understanding, it will not oppose the City's efforts to obtain a permit from the Corps of Engineers for construction of the proposed marine terminal located at the end of Union Street in the City of The Dalles.

3. General Provisions

- A. Term and Modification. The term of this Memorandum of Understanding is intended to be indefinite. This Memorandum of Understanding is the complete agreement of the parties and can only be modified or terminated in writing by mutual consent of both parties.
- B. Dispute Resolution. The City and the Yakama Nation agree to consult in good faith to resolve any potential conflicts or disagreements concerning interpretation and implementation of the provisions in this Memorandum of Understanding.
1. Mediation. In the event the parties reach an impasse concerning the interpretation or application of any provision of this Memorandum of Understanding, the parties agree to submit the impasse to a mediation process with a mutually agreed upon mediator. If the City and the Yakama Nation cannot mutually agree upon a mediator to conduct the mediation proceeding, the City will obtain a list of five (5) qualified mediators from the Oregon State Bar, and the City will strike the first name from the list, followed by the Yakama Nation, and so on, until only one (1) name is left on the list. The one (1) remaining person on the list shall be the mediator. The City and the Yakama Nation shall equally share in the costs for the mediator's services.

2. Reservation of remedies. In the event that the Yakama Nation and the City cannot resolve a dispute through the mediation process described above, then either party may seek appropriate judicial relief in any court of competent jurisdiction.
 - C. Notice. Any notification required or made with respect to this Memorandum of Understanding shall be in writing and shall be effective upon receipt.
 - D. Reservation of Rights. Nothing in this Memorandum of Understanding shall be deemed to waive, abrogate, diminish, define or interpret the rights of the Yakama Nation under the Treaty of June 9, 1855, or under any other federal laws or statutes. The Yakama Nation in executing this Memorandum of Understanding does not waive its sovereign immunity from suit.
4. The undersigned representatives of each party certify that they are fully authorized by the parties they represent to agree to the terms and conditions of this Memorandum of Understanding and do hereby agree to the terms herein.

CITY OF THE DALLES

YAKAMA NATION

By: _____
Nolan K. Young, City Manager

By: _____
Harry Smiskin, Chairman
Yakama Tribal Council

Attest:

Approved as to form:

Julie Krueger, City Clerk

Tom Zeilman for Yakama Nation

Approved as to form:

Gene E. Parker, City Attorney



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 #
September 20, 2010	Action Items 13, B	10-069

TO: Mayor and City Council

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

DATE: August 24, 2010

ISSUE: Adoption of Resolution 10-018 Authorizing application for Paul S. Sarbanes Transit in Parks Program Grant

BACKGROUND: The City with the assistance of the Corp of Engineers submitted a \$340,000 grant to the Paul S. Sarbanes Transit in Parks Program. The grant is for the purpose of reestablishing tours from the visitor center to The Dalles Dam and the adjacent Patterson Park. The project will assist with purchase of necessary shuttles and do necessary trail and security improvements to allow these tours to commence between May and October of each year.

The May 18, 2010 Federal Register identified that the City of The Dalles had been selected to apply for a grant under this program. If we successfully complete all the necessary grant applications and paperwork, we will be awarded the funds. One of the steps necessary is to adopt a resolution. Resolution 10-018 has been prepared for that purpose.

BUDGET IMPLICATIONS:

The City is providing \$20,000 for the purchase of shuttles, through the marketing contract with The Dalles Area Chamber of Commerce.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** Adopt Resolution 10-018 authorizing the application for the Paul S. Sarbanes Transit in Parks Program Grant.
2. Decline to adopt Resolution 10-018.

RESOLUTION NO. 10-018

AUTHORIZING THE CITY OF THE DALLES TO FILE APPLICATION FOR A PAUL S. SARBANES TRANSIT IN PARKS PROGRAM GRANT

WHEREAS, the City of The Dalles is the federally recognized government for more than 13,000 citizens in The Dalles, Oregon; and

WHEREAS, the City of The Dalles is responsible for the health, safety, welfare and cultural preservation of its citizens; and

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the Applicant; and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

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

Section 1. The City Manager, Nolan Young, or his designee, is authorized to execute and file such documents as necessary for the application and award of Federal assistance on behalf of the City of The Dalles with the Federal Transit Administration for a Paul S. Sarbanes Transit in Parks Program grant.

Section 2. The City Attorney, Gene Parker, or City Manager, Nolan Young, or their designee is authorized to execute and file with its application the annual certification and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant agreement.

Section 3. The Finance Director, Kate Mast, or her designee is authorized to execute a grant agreement and other related financial information that may be required for Federal assistance on behalf of the City of The Dalles with the Federal Transit Administration.

Section 4. Effective Date. This Resolution shall be effective September 20, 2010.

PASSED AND ADOPTED THIS 20TH DAY OF SEPTEMBER, 2010

Voting Yes, Councilors: _____

Voting No, Councilors: _____

Absent, Councilors: _____

Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 20TH DAY OF SEPTEMBER, 2010

SIGNED: _____

James L. Wilcox, Mayor

ATTEST: _____

Julie Krueger, MMC, City Clerk



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 #
September 20, 2010	Action Items 13, C	10--069

TO: Mayor and City Council

FROM: Nolan K. Young, City Manager

DATE: August 3, 2010

ISSUE: Request from Northern Wasco County PUD for the City of The Dalles to join NW RiverPartners

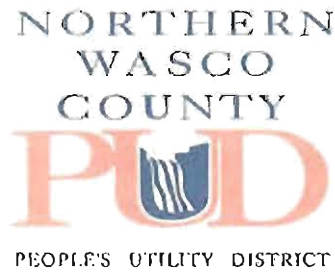
BACKGROUND: City Mayor Jim Wilcox received a request from Northern Wasco County PUD (copy attached) requesting that the City join NW RiverPartners. This group is an alliance of utilities, farmers, ports, and businesses that promote the economic and environmental benefits of the Columbia and Snake Rivers and salmon recovery policies based on sound science. One of the goals of this organization is to create a network on the river system to raise awareness of the many benefits of hydropower, including it being an important source of renewable energy.

Attached is additional information from NW RiverPartners. We will ask Dwight Langer from NWC PUD or one of their board members to be at the Council meeting to answer any questions you might have.

BUDGET IMPLICATIONS: The cost to join this organization is \$500. We have sufficient funds in our City Council budget for miscellaneous memberships that would allow for this expenditure.

COUNCIL ALTERNATIVES:

1. Authorize the City Manger to obtain affiliate membership to NW RiverPartners.
2. Postpone action on this item to allow for further research.
3. Decline to join NW RiverPartners at this time.



July 29, 2010

Mr. Jim Wilcox, Mayor
The Dalles City Hall
313 Court Street
The Dalles, OR 97058

Dear Jim,

I am writing to you today in behalf of the PUD asking your support and consideration of a matter that we think is quite important. As you know the PUD purchases a substantial amount of the community's power and energy needs from BPA. That power and energy is over 90 percent renewable and 97 percent carbonless. But to top that, it's low cost! Our customer rates are among the lowest in the Pacific Northwest. We feel strongly, very strongly – as you have heard us testify on numerous occasions that our community's economy and quality of life is dependent in part on adequate supplies of energy at affordable prices. Our focus and strategy for the future – for our children and grandchildren – the next generation, is finding and securing power supply resources that are renewable, clean and low cost. We are confident that all of us want the same thing for our next generation – to have a life that is better than ours.

As we at the PUD plan for the future and build for the future, just as all of you are doing in your respectful organization, part of our responsibility as public trustees is to protect and pass on a secure future to the next generation. We're referring to the Columbia River Federal Hydro System. Though it is renewable, clean and low cost – there are those that are working tirelessly for its dismantling. We must not let that happen.

Please find enclosed some information of an organization, i.e. Northwest RiverPartners, for your information and your directors, councilors, and/or commissioners consideration for possible membership. In my eighteen years of being involved in "hydro" issues and challenges, Northwest RiverPartners has proven to be 'the' most effective organization in supporting and preserving a cornerstone of the Pacific Northwest's economic foundation, namely the Columbia River Federal Hydro System. The continued responsible operation of the hydro system is crucial to providing our community with environmentally responsible power and energy at affordable prices.

NW RiverPartners is doing what we can't do alone. Your organization's membership and support of NW RiverPartners will help preserve an important component to business growth, job development, and a healthy economy. We hope you, and all of the Community Outreach Team organizations are able to join with us.

If you or any of your directors, councilors and/or commissioners has any questions, we would be most happy to address them. Thank you for your consideration for membership in Northwest RiverPartners.

Sincerely,

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

Dwight Langer
General Manager



Enough Already, Let's Get 'er Done!

When is enough enough? That seems to be the \$64,000 dollar – or in this case, the multibillion dollar question – when it comes to the litigation over the Biological Opinion (BiOp) for the Federal Columbia River Power System.

The federal action agencies filed a Supplemental BiOp earlier this month that included yet another science review and incorporated the Administration's Adaptive Management Implementation Plan (AMIP). This was done at the request of Judge Redden. The federal agencies closed their submission to the court by saying, "the Federal Defendants have undertaken substantial work to meet the Court's direction, and now seek an expeditious resolution of this case."

They are right. The agencies, the region, and the salmon all deserve a positive decision from Judge Redden as quickly as possible.

The litigation process, however, looks like it will take another six months. Coupled with the previous five years of litigating the 2005 BiOp, this process has taken nearly six years. But now we have what the agencies call "a single, comprehensive final agency action."

From RiverPartners' point of view, it is more than time to focus our energies on plan implementation, not continued litigation.

The science underlying the BiOp and now the AMIP has survived – not once, but twice – the scrutiny and scrubbing of NOAA Fisheries at all levels of the agency, the Northwest Fisheries Science Center, and a panel of independent scientists. The BiOp delivered to the court in 2008 was improved with the latest supplemental filing. But overall, the comprehensive stock-by-stock approach to evaluating the runs, the measures tailored to address obstacles affecting fish in their life cycle, and the adaptive management framework are the same.



In fact, the latest review shows the adaptive management approach works. NOAA took into account recent climate change studies and other new pertinent scientific information. NOAA sought independent science review of its 40-page list of references and solicited the scientists' views. As a result, the AMIP was modified slightly to reflect the new information – adaptive management at work.

The environmental plaintiffs and their supporters can't accept that the 2008 BiOp is simply good science. It isn't perfect, but it's the best there is. They are faced with facts that do not support their own personal views on removing the Snake River dams. And the national groups in the litigation are trying to establish new and novel legal precedents they can apply in ESA cases nationwide.

They expected the Obama Administration to throw out the 2008 BiOp last year and start over. But that didn't happen. Now, they shrilly denounce the BiOp as a Bush-era document with a new cover page. That's politics, my friends, not science.

As long as the four federal Snake River dams continue to exist and generate hydropower – the clean renewable source of electricity that underlies this region's small carbon footprint – the plaintiffs will continue to litigate. They will continue to ignore the regional collaboration that has occurred, the federal government's Herculean efforts on science, and the tribes' and states' monumental habitat efforts, including work to address problems in the estuary.

For the dam busters, enough is never enough. But for the Judge, this Supplemental BiOp – with its AMIP and its updates to science and actions to monitor the effects of climate change– should be enough.

In the words of the Obama Administration, "[The 2010 Supplemental BiOp](#) is legally and biologically sound, and provides strong protection for Northwest salmon and steelhead."

For the last five years, the federal agencies have followed the directions from Judge Redden's court. They undertook an unprecedented collaboration with the region's states, tribes, and other stakeholders to develop the 2008 BiOp. They offered the BiOp for the new Administration's review and for independent science review, not once but twice. To assure the AMIP was appended legally, they followed the judge's directive on a limited remand and new consultation.

There will be a new briefing schedule and more months of waiting. But what new arguments can be made? Will enough finally be enough? It should be.



Terry Flores is Executive Director of Northwest River Partners, an alliance of farmers, utilities, ports and businesses that promote the economic and environmental benefits of the Columbia and Snake Rivers and salmon recovery policies based on sound science.

For more information, please visit www.nwriverpartners.org.

List of Members

Members participate in the Partnership directly and through their industry associations. Membership has grown as the importance of the efficient and effective use of our valuable river system has grown. Northwest RiverPartners is now made up of a broad and comprehensive representation of the Northwest's economic interests. See the current list of members below.

Alcoa Inc.	Harney Electric Cooperative	Oregon Wheat Growers League
Asotin County PUD	Hermiston Energy Services	Oregonians for Food & Shelter
Associated Oregon Industries	Home Builder Assoc. of Tri-Cities	Pacific County PUD No. 2
Association of Washington Business	Hood River Electric Cooperative	Pacific NW Utilities Conference Committee
Avista Corporation	Idaho Consumer-Owned Utility Assoc.	Pacific Northwest Waterways Assoc.
Benton PUD	Idaho County Power and Light	Parkland Light and Water Company
Benton Rural Electric Association	Idaho Falls Power	Pend Oreille County PUD No. 1
Big Bend Electric Cooperative	Industrial Customers of NW Utilities	PNGC Power
Bonniers Ferry Cooperative, Inc.	Inland Power & Light Company	Port of Lewiston
Burley, City of	Kittitas County PUD	Port of Pasco
Cascade Locks	Klickitat County PUD	Puget Sound Energy
Central Electric Cooperative, Inc.	Kootenai Electric Cooperative	Raft River Rural Electric Cooperative
Central Lincoln PUD	Lakeview Light and Power Co.	Ravalli County Electric
Clallam County PUD	Lane Electric Cooperative	Richland Energy Services
Clark Public Utilities	Lewis County PUD	Rupert, City of
Clearwater Power Company	Lincoln Electric Cooperative	Salem Electric
Clatskanie Peoples Utility District	Longview Fibre	Salmon River Electric Cooperative
Columbia Basin Electric Cooperative	Lost River Electric Cooperative	Skamania County PUD No. 1
Columbia Power Cooperative Assoc.	Lower Valley Energy	Snohomish County PUD No. 1
Columbia River PUD	Mason County PUD No. 1	Springfield Utility Board
Columbia Rural Electric Assoc.	Mason County PUD No. 3	Surprise Valley Electrification Corp.
Consumers Power, Inc.	McMinnville Water and Light	Tacoma Power
Coos-Curry Electric Cooperative	Midstate Electric Cooperative	Tillamook PUD
Cowlitz County PUD	Modern Electric Water Company	Umatilla Electric Cooperative
Douglas Electric Cooperative	Monmouth, City of	United Electric Cooperative
Emerald People's Utility District	Northern Lights, Inc.	Vera Water and Power

Eugene Water and Electric Board	Northern Wasco County PUD	Vigilante Electric Cooperative, Inc.
Fall River REC, Inc.	Northwest Food Processors Assoc.	Wasco Electric Cooperative
Flathead Electric Cooperative	Northwest Requirements Utilities	Washington State Farm Bureau
Forest Grove Light and Power	Okanogan County Electric Cooperative	Washington State Potato Commission
Franklin County PUD	Okanogan County PUD No. 1	Wells Rural Electric Company
Glacier Electric Cooperative	Orcas Power & Light Cooperative	West Oregon Electric Cooperative
Grant County PUD	Oregon Forest Industries Council	Weyerhaeuser
Grays Harbor County PUD #1	Oregon Trail Electric Cooperative	Whatcom County PUD No. 1

Dear Prospective RiverPartners Member:

Since 2005, the Northwest RiverPartners alliance of utilities, farmers, ports and businesses have provided a strong and coordinated voice advocating for salmon, and ALL of the benefits provided by the Columbia and Snake river system: clean, renewable hydro power, maritime trade, irrigation, flood control, recreation and fish and wildlife.

Early on, as litigation ensued in the northwest over federal dam operations, no one thought that dam removal was a real possibility. But, one of the rationales behind the founding of RiverPartners in 2005 was the recognition that strong forces were being marshaled with one long term goal – the removal of the four Snake River dams. RiverPartners was formed to counter that threat, and to champion the economy and our quality of life fueled by the hydro and river systems.

Dam removal remains a real – and growing – threat. National and regional anti-dam activist groups have joined forces and are implementing a well organized and funded campaign that includes litigation, political action, and media. As just one example:

“It’s been nearly 20 years since Patagonia teamed up with Save Our Wild Salmon to take on what seemed like the impossible: remove four dams on the Lower Snake River to clear a path for Idaho’s iconic salmon. Today, we’re closer than ever to making it all happen. And Patagonia has remained an unwavering ally.” (from Patagonia website).

The list of anti-dam activists goes on and includes: National Geographic, American Rivers, Sierra Club, National Wildlife Federation, American Whitewater, National Wildlife Federation, and others. An affiliated northwest campaign called a “Working Snake River for Washington” recently launched asserting that small businesses, farmers and fishermen support dam removal. And through litigation, these groups are forcing huge costly changes in hydro operations that in many instances provide few, if any, benefits to salmon.

RiverPartners is holding its own. But we need your help.

We’ve countered misinformation with numerous editorials in northwest papers. Our public opinion polling consistently shows that voters oppose removal of the Snake River dams. We’ve a proven track record as the “go to” organization for accurate, balanced information on the value of our hydro system and salmon. Members of congress, agencies, Governor’s offices and other decision-makers seek our views. We’ve worked together with states, tribes and others in the litigation over the hydro system. And, we keep members informed and armed.

We ask you to join with us to ensure that the Columbia and Snake River system and our salmon remain a vital part of our economic future and quality of life. If we are to continue being successful it is important to show public officials, the media and other influencers that ours is a broad-based organization with members from all economic sectors of all sizes throughout the region. Please participate in our effort by signing up to be an affiliate member today!

The real costs of removing four lower Snake River dams

By **TERRY FLORES** [Guest Columnist](#)

March 14, 2010, 7:31AM



Carbon emissions and electric consumers' costs would both increase, according to a recent analysis of removing the four lower Snake River dams by the Northwest Power and Conservation Council. This is no great surprise considering that the Northwest's hydroelectric system keeps our carbon footprint at half that of the rest of the country, and is our largest source of affordable energy.

The lower Snake River dams alone produce 1,110 average megawatts of clean, renewable energy -- enough to power the city of Seattle -- and provide backup power to wind resources when the wind isn't blowing. Common sense suggests that removing such valuable resources would only add to carbon emissions and energy costs.

But the council's analysis puts a fine point on it, concluding: "Replacement of the lower Snake River dams ... results in increased carbon emissions of 3 million tons per year, a 7.6 percent increase." This is because more gas-fired plants would have to be built to take their place. And when power imported from gas and coal sources outside the Northwest is considered as well, the total increased emissions would be 6 million tons per year, the analysis reports.

To put 3 million tons of additional carbon each year in context -- this is five times greater than the expected carbon savings from state mandates requiring utilities to acquire wind and solar resources over the next decade. Removing the dams would wipe out -- and then some -- any long-term carbon savings from achieving state renewable standards.

Utility customer costs also would rise dramatically -- by more than half a billion dollars in 2020 and remain at that level or higher in future years -- according to the analysis. "Bonneville public-utility customers would bear the cost increases. Based on Bonneville's rate of \$28 per megawatt-hour, dam removal causes an increase of 24 percent to 29 percent." While individual family and businesses bills may vary, this represents a whopping future rate hike by any measure.

The council's analysis is compelling even though it does not estimate the billions of dollars it would cost to remove the dams, economic impacts on lost river trade and navigation, flood control, replacing barge transportation with thousands of carbon-emitting trucks and changes in

irrigation sources. Nor does it include the costs or carbon emissions of providing power alternatives to back up the rapidly growing wind resources when the wind isn't blowing.

Conservation advocates have taken portions of the analysis out of context to support their arguments for destroying the dams to somehow aid 13 listed runs of salmon and steelhead -- even though only four runs are even affected by the Upper Snake dams. They have attempted to characterize dam removal as having little effect on carbon emissions or costs to Northwest electricity consumers.

We, like them, believe we can have clean affordable energy and healthy salmon runs. But, it is just common sense that the Northwest's clean hydro power resources, including the four Snake River dams, are central to accomplishing these goals.

Saying otherwise just doesn't make it so.

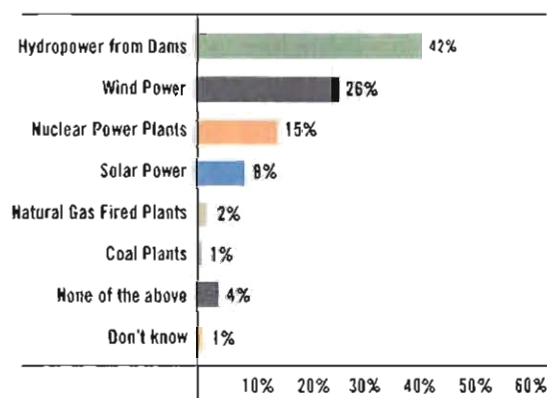
Terry Flores is executive director of Northwest RiverPartners.



Northwest voters value clean, renewable and climate friendly hydroelectric power, but are concerned about reliability and rising costs. Key findings include:

Hydropower is viewed as the most sensible electric energy source for the Northwest and doesn't contribute to climate change.

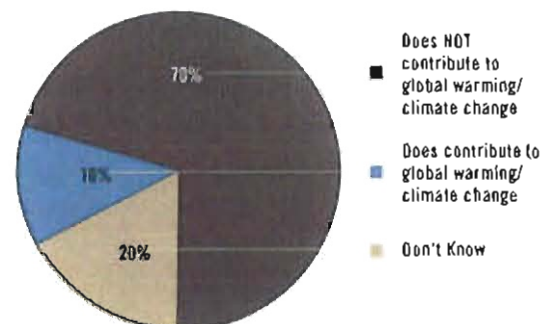
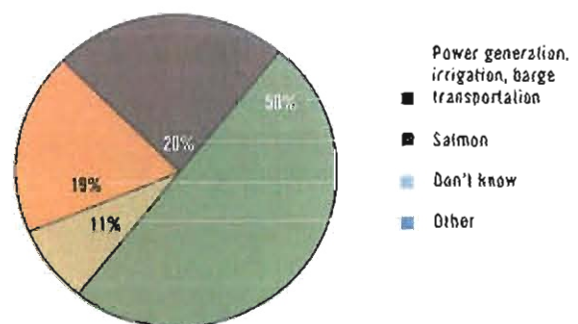
Forty-two percent identified hydro as the most practical energy resource with wind power a distant second at 26 percent.



More than two-thirds recognize that hydro does not contribute to climate change.

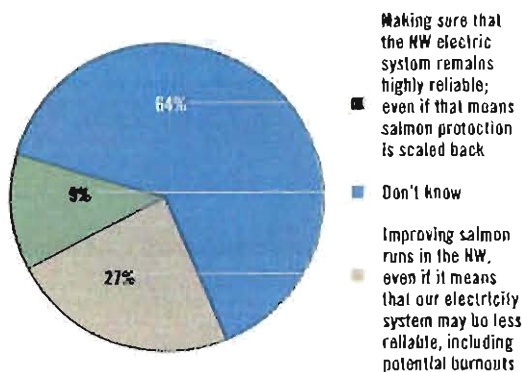
Fifty-four percent are unwilling to further reduce the electricity generated by hydro power to help salmon if it requires using more natural gas and coal.

Fifty percent said electric power generation, irrigation and barge transportation are the most important uses of the river while just 20 percent said habitat for salmon is the most important use.

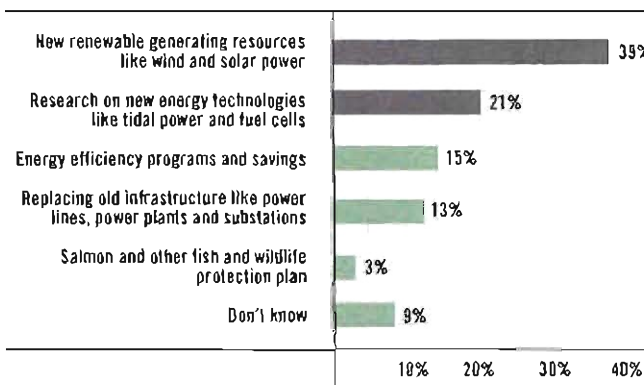


Northwest citizens are concerned about reliability of the electric system and rising costs.

Sixty-four percent of poll respondents say maintaining the reliability of the electric system is a higher priority than improving salmon runs.



Sixty percent say the highest priority for new investments in the electric system should be renewable generating resources and research on new energy technologies; salmon and wildlife placed last as a priority.



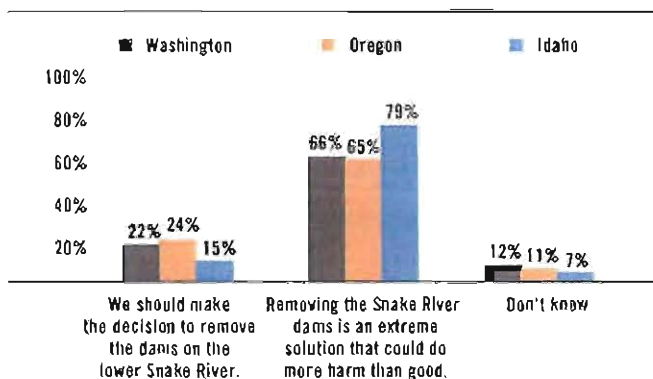
Sixty-eight percent said they would be concerned if electric rates were increased by five percent every couple years just for improving salmon runs and more than half would be concerned if rates were increased 2½ percent every couple years.

A majority of the public continues opposing removing the lower Snake River dams and supports a comprehensive approach to helping fish around dams.

Sixty-seven percent oppose destroying the lower Snake River dams as a means of improving salmon runs, a view unchanged since 2005.

Only five percent cited removing dams as important in determining the future of salmon runs.

Sixty-nine percent cited improving habitat, helping fish around dams, managing bird and sea lion predators and reducing commercial fishing as the best ways to help salmon.



Northwest RiverPartners is an alliance of river interests and businesses that promote salmon restoration efforts on the Columbia and Snake Rivers based on sound science, cost effectiveness and collaboration with regional stakeholders.

To learn more about the value of the Pacific Northwest's hydro system, go to www.nwrivernpartners.org.



Northwest
RiverPartners
For salmon, our economy and quality of life



2009 Accomplishments

Get the salmon out of the courtroom and into the river

It is time to embrace the new salmon plan that is ready for action.

RiverPartners Members Step Up

2009 was a tumultuous year. With the court seesawing back and forth about the federal agencies' plan for operating the Columbia River hydro system and helping salmon and steelhead, RiverPartners sent a clear message that resounded from coast to coast.

Our members stepped up not once, but twice this year in support of the salmon plan and to make a difference in the debate. You rallied in May when the Administration said it would undertake a review of the plan, pointing out its unprecedented collaboration, science, and the costs being shouldered by Northwest families and businesses.

By the dozens, you and your constituencies wrote to let the Administration and Congress know you supported the plan, and your letters to the editor, opinion pieces, and advertisements flooded the media.

Our message rang loud and clear. Ultimately, top Administration officials, members of Congress, and the media were repeating our refrain: get the salmon out of the courtroom and into the river.

When the Administration signaled it needed more time to review, you poured it on once again, standing up to a national campaign by environmental groups advocating dam breaching. Our members demonstrated the region's overwhelming support for a clean and reliable hydro system and an inland waterway that enables commerce and serves our economy.

Thank you for rising to the challenge,
John Saven, Chairman of the Board

Thank you for championing RiverPartners and the Northwest,
Terry Flores, Executive Director

2009 Headlines

"The Administration hopes we can bring a decade of litigation to a close. We invite all parties to join us in implementing this BiOp and its Adaptive Management Implementation Plan..."

- Jane Lubchenco, National Oceanic and Atmospheric Administration

**Federal Judge Praises
New Salmon Plan**

- Seattle Times, November 23

**Redden Says 2008 BiOp,
New Adaptive Plan
a Good Piece of Work.**

- The Columbia Basin Bulletin, November 25

**Judge Should Say Yes to
Columbia Salmon Plan**

- The Oregonian, November 25

"We believe our plan is scientifically sound, addresses the concerns of the court and the multiple stakeholders, and will prevent jeopardy to the fish and their critical habitats. For the sake of the people and the fish of the Northwest, it's time to set this plan in motion".

- Gary Locke, U.S. secretary of commerce and Jane Lubchenco, National Oceanic and Atmospheric Administration

2009 Accomplishments

Strengthening Our Relationships

RiverPartners helped cement the bond among the region's federal, state, tribal, and river interests to create a stronger voice for all. These diverse parties, including three states and six Indian tribes, joined in efforts to support the salmon plan, including submittal of a joint Sovereigns brief to the court, a historic event in the litigation.

Administration Invites Our Views

RiverPartners spearheaded a contingent of Northwest river users in meeting with Dr. Jane Lubchenco and other top officials during the Administration's salmon plan review. We told our story in detail, explaining that our support for the plan did not come easily given its unprecedented costs. We emphasized the importance of the federal dams to our blue skies, the Northwest economy, and the Administration's climate change and energy goals.

Making a Mark in the Media.

RiverPartners responded aggressively and successfully to a massive public relations campaign launched by the dam breaching litigants. Our letters, opinion pieces, and advertisements ran region wide. The media counts on us for insightful comments, whether the topic is related to courtroom maneuvers, dam improvements, or fish counts.

A Firm Message in Washington, D.C.

RiverPartners and its members were instrumental in taking the Northwest's salmon and hydro story eastward. We made more trips than usual to Washington, D.C. to keep Northwest Congressional offices educated and informed. We buoyed their commitment to the salmon plan, as evidenced by letters they wrote to the Administration and media.

Scrutinizing the Regional Power Plan

RiverPartners provided its views to the Northwest Power and Conservation Council as it developed its Sixth Power Plan. We pointed out the positive aspects of the draft plan, while expressing concerns over the analysis of fish and wildlife costs. We urged greater scrutiny of the economic and environmental benefits of the Snake River dams and the consequences of removing them.

Nurturing the Ties that Bind.

Our executive director traveled the Northwest in 2009, making presentations and spreading the word to industry and civic groups. RiverPartners continued its role as a resource to its members, both for information and strategic thinking. We continue to provide quality materials and ideas, maintain an informative website, and communicate regularly through *Current Reflections* and director's reports.

Northwest RiverPartners is an alliance of farmers, utilities, ports and businesses that promote the economic and environmental benefits of the Columbia and Snake Rivers and salmon recovery policies based on sound science.



2008 Northwest RiverPartners Board of Directors

John Saven

Chairman

CEO, Northwest Requirements Utilities

Paul Elias

Vice Chairman

General Manager, McMinnville Water and Light

Larry LaBolle

Treasurer

Director, Federal and Regional Affairs, Avista

Terry Flores

Secretary

Executive Director, Northwest RiverPartners

Michael Early

Executive Director, Industrial Customers of
Northwest Utilities

Joe Lukas

Senior Policy Advisor, Grant PUD

Kris Mikkelsen

General Manager, Inland Power and Light

John Prescott

President/CEO, PNGC Power

Ken Sugden

General Manager, Flathead Electric Cooperative

Jack Speer

Alcoa

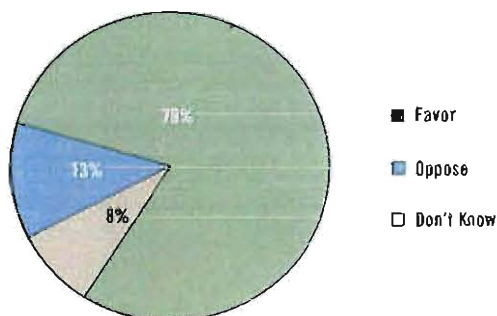
Northwest RiverPartners continues to promote hydropower as a clean, renewable resource.

Public Opinion Supports Our Views

Our 2009 public opinion poll showed once again that Northwest citizens are with us. As our members faced state and national climate change initiatives, our poll showed overwhelming support for hydro as a renewable resource.

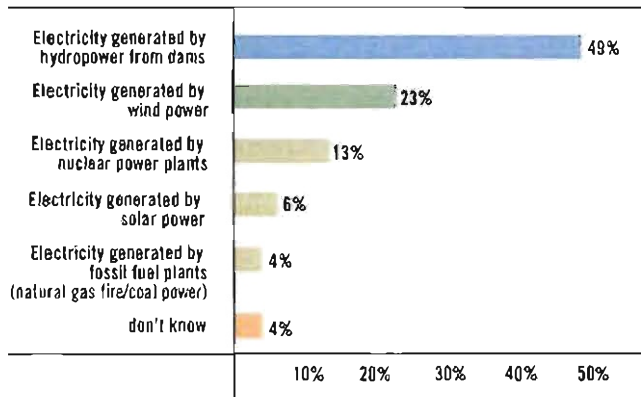
Laws Should Declare Hydropower Renewable

Nearly 80% of those polled favor states and Congress designating hydro as a renewable energy source.



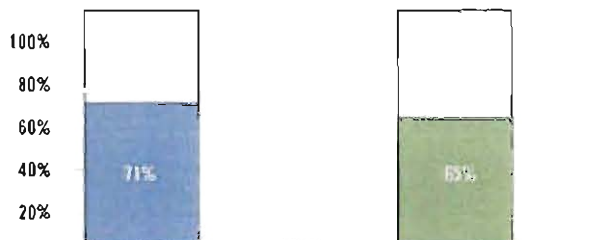
Hydro Most Practical Energy Source

People agree that hydro should be relied on for most of our energy needs compared to other resources.



Lower Snake River Dams Should Stay

A view unchanged since a 2005 survey.



Northwest RiverPartners

101 SW Main St., Suite 1805 • Portland, OR 97204
503.274.7792 • www.nwrivernpartners.org



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481 ext. 1122
FAX: (541) 296-6906

AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE:	AGENDA LOCATION:	AGENDA REPORT #
September 20, 2010	Action Items 13, D	10-070

TO: Honorable Mayor and City Council

FROM: Gene E. Parker, City Attorney

THRU: Nolan K. Young, City Manager

DATE: September 1, 2010

ISSUE: General Ordinance No. 10-1307, amending Section 13.070.040(C) of General Ordinance No. 98-1222 concerning enforcement of provisions regulating placement of certain signs in the public right-of-way and on City-owned real property

RELATED CITY COUNCIL GOAL: None.

PREVIOUS AGENDA REPORT NUMBERS: #10-061

BACKGROUND: On July 26, 2010, the Council conducted a discussion item to review the process and procedures for the enforcement of provisions which were recently adopted concerning the placement of signs, including garage and yard sale signs, within the public right-of-way and on City-owned real property. One of the directions provided by the Council to the staff was to prepare an amendment to these provisions to allow for citations to be issued to persons who did not pick up their yard or garage sale signs after the sale had ended.

Enclosed with this staff report is General Ordinance No. 10-1307, which proposes to amend the City's sign ordinance provisions to allow for the option of a citation being issued for violation of the provisions regulating the placement of signs within the public right-of-way or on City-owned real property. The provisions in General Ordinance No. 10-1307 are based upon an ordinance adopted by the City of Tualatin. Under the proposed ordinance, yard and garage sale signs placed

in the public right-of-way or on City-owned real property must be removed within 24 hours of the end of the sale. The ordinance also includes provisions establishing certain presumptions concerning responsibility for posting of the signs, which will assist in prosecuting violators of the ordinance. The ordinance includes a progressive schedule for imposition of fines, and includes a provision allowing the Code Enforcement Officer to remove signs which have not been picked up after 24 hour deadline.

Notice of adoption of the proposed ordinance has been posted in accordance with the City charter requirements, and the Council can choose to adopt the ordinance by title only.

BUDGET IMPLICATIONS: Prosecution of violators will likely yield some additional revenue for the City's general fund, but the anticipated amount will likely not be significant.

ALTERNATIVES:

- A. Staff Recommendation. The Council move to adopt General Ordinance No. 10-1307 by title only.

GENERAL ORDINANCE NO. 10-1307

AN ORDINANCE AMENDING SECTION 13.070.040(C) OF
GENERAL ORDINANCE NO. 98-1222 CONCERNING
ENFORCEMENT OF PROVISIONS PROHIBITING PLACEMENT OF
CERTAIN SIGNS IN THE PUBLIC RIGHT-OF-WAY OR ON CITY-
OWNED REAL PROPERTY

WHEREAS, on March 15, 2010, the City Council adopted General Ordinance No. 10-1303, which included provisions concerning the removal of signs improperly placed in the public right-of-way or on City-owned real property; and

WHEREAS, these provisions established procedures for the impoundment of signs illegally placed in the public right-of-way or on City-owned real property, and for owners of the signs to arrange for the release of the signs from impoundment or to request a hearing to challenge the impoundment of the signs; and

WHEREAS, the City Council has determined it is in the best interests of the safety and welfare of the community if the provisions of Section 13.070.040(C) are amended to provide an enforcement option for yard and garage sale signs which are not removed from the public right-of-way or City-owned real property, which involves the issuance of citations to the violators to appear in Municipal Court;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES
ORDAINS AS FOLLOWS:

Section 1. Section 13.070.040(C) of General Ordinance No. 98-1222 shall be amended by adding a new subsection 8, which shall read as follows:

8. As an alternative to the impoundment process described in subsection (C)(1) through (7), the following enforcement procedure may be used to address violations involving yard and garage sale signs being left upon the public right-of-way or on City-owned real property after termination of the yard or garage sale.
 - a. All yard or garage sale signs placed within or upon the public right-of-way or upon City-owned real property must be removed within 24 hours of the termination of the garage or yard sale. Any staff person authorized to enforce this ordinance has the authority to remove and yard or garage sale sign which has not been removed within the designated 24 hour period. For prosecution purposes,

either the sign or a photograph of the sign shall be retained for evidentiary purposes.

- b. For purposes of enforcing subsection (C)(8) of this ordinance, there is a presumption that an address or telephone number listed on a garage or yard sale sign shall be that of the individual responsible for posting the sign. In addition, signs directing the public by way of arrows or other directional symbols or phrases to a particular residence are presumed to have been erected by the owner or occupant of the residence.
- c. Any person who is deemed responsible for posting a yard or garage sign, who does not comply with the provisions of subsection (C)(8)(a), shall have committed a violation of this ordinance, and can be cited to appear in the Municipal Court. Upon being convicted for a violation of subsection (C)(8)(a), the responsible person shall be fined not less than \$10 nor more than \$50 for the first offense, and for the second and all subsequent offenses, not less than \$25 nor more than \$100.

PASSED AND ADOPTED THIS 20TH DAY OF SEPTEMBER, 2010.

Voting Yes, Councilor: _____

Voting No, Councilor: _____

Absent, Councilor: _____

Abstaining, Councilor: _____

AND APPROVED BY THE MAYOR THIS 20TH DAY OF SEPTEMBER, 2010.

James L. Wilcox, Mayor

Attest:

Julie Krueger, MMC, City Clerk



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481 ext. 1122
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AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE:	AGENDA LOCATION:	AGENDA REPORT #
September 20, 2010	Action Items 13, E	10-071

TO: Honorable Mayor and City Council

FROM: Gene E. Parker, City Attorney *GP*

THRU: Nolan K. Young, City Manager *NK*

DATE: September 7, 2010

ISSUE: Approval of request to increase compensation paid to part-time prosecutor for Municipal Court

RELATED CITY COUNCIL GOAL: None

PREVIOUS AGENDA REPORT NUMBERS: None

BACKGROUND: On July 21, 2008, the City entered into a contract with Kevin Hashizume, to provide services for the City as a part-time prosecutor for the Municipal Court. The contract provided that Mr. Hashizume would be paid an annual compensation in the sum of \$21,600 which was to be paid in monthly installments of \$1,800. This amount was based upon the expectation that Mr. Hashizume would providing 10 hours of service per week, at the hourly rate of \$45.00. The contract provided for an initial term which expired on June 30, 2009, with a provision for a renewal for a three year term, and for successive three year terms thereafter. On July 9, 2009, the contract was extended for a one year term which expired on June 30, 2010.

Mr. Hashizume has provided the City with time records indicating that he has been providing services in excess of 10 hours per week. He has also provided documentation indicating that his secretarial staff has been spending a significant number of hours providing support services for Mr. Hashizume, related to the cases that Mr. Hashizume has been prosecuting in the Municipal Court. Mr. Hashizume indicated he recently hired a part-time person to provide assistance to his

secretary, who provides services for Mr Hashizume for his private practice in addition to the services which Mr. Hashizume provides for the City.

Mr. Hashizume recently approached City staff and inquired as to the potential for adjusting the rate of compensation paid under the contract with the City. The concept that Mr. Hashizume and City staff ultimately agreed to present to the Council for its consideration, involves increasing the monthly compensation to be paid to Mr. Hashizume from the sum of \$1,800 to \$3,000. Under Mr. Hashizume's proposal, he would submit a monthly invoice listing his services at the hourly rate of \$45 per hour, and the services for his secretarial staff at the rate of \$25 per hour. For the Council's information, the hourly rate for the Legal Secretary in the Legal Department currently ranges from \$16.23 to \$19.97. Staff would recommend that the Council consider an hourly rate of \$1,800 for the compensation for secretarial services billed by Mr. Hashizume. If the total amount of the monthly invoice was less than \$3,000, that is the amount that would be paid to Mr. Hashizume. If the total amount of the invoice submitted by Mr. Hashizume exceeded the sum of \$3,000, the maximum amount paid to Mr. Hashizume would not exceed the sum of \$3,000.

If the Council approves the proposed increase, staff is recommending that the increased compensation be made retroactive to July 1, 2010, and that the contract with Mr. Hashizume be extended for a three year term, including the methodology for the increased compensation at the rate approved by the Council, and that a provision be added that any request for an increase in the hourly rate of compensation for attorney or secretarial services would require Mr. Hashizume to give written notice by no later than January 1st of any year the contract was in effect, so that staff could determine whether the request would be included in the proposed budget for the next appropriate fiscal year.

BUDGET IMPLICATIONS: If the Council approves the proposed increase for compensation of the part-time prosecutor, there would be an additional expense for the 2010-2011 fiscal year of \$14,400. There are sufficient funds in the contingency to pay for this additional expense if the request is approved, and staff would prepare the paperwork for a budget transfer.

ALTERNATIVES:

- A. **Staff Recommendation.** The Council move to approve an increase in the monthly compensation to be paid to the part-time prosecutor for the Municipal Court from the \$1,800 to a maximum of \$3,000, retroactive to July 1, 2010, at the rate of \$45/hour for attorney services and \$18/hour for secretarial services, and that staff prepare an amendment to the contract extending the contract for a term of three years, including the provision for increased compensation, and provision requiring advance written notice of any request for an increase in the hourly rate of compensation.
- B. The Council move to approve an increase in the monthly compensation to be paid to the part-time prosecutor for the Municipal Court from \$1800 to a maximum of \$3000, retroactive to July 1, 2010, at the rate of \$45/hour for attorney services and \$25/hour for secretarial services, and that staff prepare an amendment to the contract extending the contract for a term of three years, including the provision

for increased compensation, and a provision requiring advance written notice of any request for an increase in the hourly rate of compensation.

- C. If the Council determines that the proposed increase in compensation is not appropriate, that the Council provide direction to City staff as to the amount of compensation which would be appropriate, and direct staff to continue negotiations with Mr. Hashizume to reach an agreement as to the amount of compensation.



CITY of THE DALLES

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AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
September 20, 2010	Action Items 13, F	10-072

TO: Mayor and City Council

FROM: Nolan K. Young, City Manager

DATE: August 20, 2010

ISSUE: Consideration of a Contract with KPFF for bidding and construction services for the Marine Terminal and Lewis and Clark Festival Area Projects

RELATED CITY COUNCIL GOAL: Economic Development Tier I Goal #3: Continue Urban Renewal Downtown Renaissance Projects including construction of Marine Terminal and Festival Area including the Lewis and Clark Fountain.

BACKGROUND: The City of The Dalles had entered into a contract with KPFF to do the engineering work for the Marine Terminal and the Lewis and Clark Festival Area. That work is nearing completion. We have completed fund raising for the project at an approximate total cost of \$6 million including the design work that is being completed. The funding for this project includes a \$2,055,000 Connect Oregon III Grant approved on August 25, 2010; the US EDA Grant in the amount of \$2 million; and \$2 million in Urban Renewal funds.

The City is in need of engineering services to assist us in the bid process and construction of these facilities. Currently we intend to advertise for bids on September 25, 2010 with a bid opening on October 21, 2010 and award on November 9, 2010. We have received from KPFF a proposed fee of \$251,795 to provide those services.

The intent is for KPFF and their subcontractors to provide much of the detail inspection work for the Marine Terminal, because our engineering team does not have the marine structural experience required for that portion of the project. We will be utilizing the

Urban Renewal allocation of engineering time (approximately 50% of a full time engineer) to do much of the day-to-day inspections associated with the festival area. Attached is the proposed scope of work for this contract.

BUDGET IMPLICATIONS: Funds have been acquired and budgeted for this expense.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** Authorize the City Manager to sign the necessary documents to retain the services of KPFF for the sum of \$251,795 to provide the scope of work presented to the City Council.
2. Amend the scope of work and bid amount and then authorize the City Manager to sign the necessary documents.
3. Postpone this item to allow for additional work.

PROPOSED SCOPE OF WORK

Following is KPFF's proposed scope of work for bidding and construction services for the construction of the Commercial Dock and Festival Area improvements. These improvements are scheduled for construction in the fall of 2010 with completion scheduled for June, 2011. The improvements will be bid as two separate construction contracts, one for the commercial dock facility and the second for the proposed Festival Area.

The following additional tasks are proposed:

Task 8.12 Bidding Services – Commercial Dock and Festival Area

The KPFF team will provide the following services in support of the bidding process for the Commercial Dock Facility and the Festival Area Improvements:

- Provide assistance with the development of (2) advertisements for bids
- Attend (2) pre-bid conferences with interested bidders. Proposal based on assumption that these conferences will be held on the same day in The Dalles.
- Respond to and document contractor questions regarding the design and specifications during bid.
- Prepare and issue up to a total of (4) addenda, two for each construction contract.
- Assist City in review of bidder qualifications.
- Evaluate bids and make recommendations for award.

Deliverables: Documentation of correspondence and discussions with contractors, addenda, bid evaluations and recommendations.

Task 8.13 Construction Services – Commercial Dock and Festival Area

The KPFF team will provide the following services during construction:

- KPFF's Project Manager and / or Civil Engineer will participate in the following meetings and site visits:
 - Attend (2) construction kick-off meetings
 - Participate in up to (4) weekly meetings at the project site during construction
 - Participate in up to (16) additional weekly meetings via conference call.
 - Perform construction observation consisting of up to (4) site visits for the Dock Construction and up to (6) site visits for the Festival Area Construction.
- Structural engineer will participate in the following meetings and site visits:
 - Attend construction kick-off meeting for Dock construction. Attendance for the construction kick-off meeting for the shelter / restroom construction is not required.
 - Participate in up to (4) weekly meetings at the project site during construction
 - Participate in up to (16) additional weekly meetings via conference call.

- Perform construction observation at intervals appropriate to the various stages of construction. Up to (24) site visits for the Dock Construction and up to (2) site visits for the Festival Area Construction. *The number of site visits for the construction of the Dock is based on approximately 1 visit per week x 24 active weeks of construction.*
- Architect will participate in the following meetings and site visits:
 - Attend construction kick-off meeting for Festival Area.
 - Participate in up to (4) weekly meetings at the project site during construction
 - Participate in up to (12) additional weekly meetings via conference call.
 - Perform construction observation (up to 6 site visits).
 - Punch list and substantial completion site visit and resulting report
 - Final completion inspection
- Landscape Architect will participate in the following meetings and site visits:
 - Attend construction kick-off meeting for Festival Area.
 - Participate in up to (2) weekly meetings at the project site during construction
 - Participate in up to (12) additional weekly meetings via conference call.
 - Perform construction observation for the Festival Area (up to 6 site visits).
- Electrical Engineer will participate in the following meetings and site visits:
 - Attend (2) construction kick-off meetings
 - Participate in up to (4) weekly meetings via conference call.
 - Perform construction observation consisting of up to (3) site visits for the Dock Construction and up to (3) site visits for the Festival Area Construction
- Geotechnical Engineering services during construction will consist of:
 - Attend (2) construction kick-off meetings
 - Participate in up to (2) weekly meetings at the project site during construction
 - Review and respond to geotechnical related submittals and RFI's from contractor. We assumed total up to five (5) submittals and RFI's for review.
 - For the Commercial Dock, provide full time pile observation for drilled in pile installation for the proposed dock structure. Daily duties will include:
 - logging of pile installation,
 - preparation of daily field reports,
 - and travel between hotel and project site.
 - We assume that 5 weeks (25 days) will be required for installation of the 50 drilled in pipe piles (44 in water and 6 on land) and that our staff will receive a per diem for out of town work. We have assumed that 3 hours of management time will be required each week for scheduling, field support, field report review, and other management tasks.
 - Seven (7) part-time site visits to observe foundation preparation, parking lot subgrade, trench backfill, and other geotechnical related work during the construction of the festival area. We have assumed each visit will require 2 hours onsite, 3 hours of travel time, and 1 hour to prepare for the visit and

prepare and distribute the daily the field report. We assume that the festival earthwork construction period will be approximately 6 weeks and that 2.0 hour of management time will be required each week for field support and management.

- Review shop drawings, material submittals, test results, and other construction submittals
- Review and respond to RFI's from contractor
- Maintain log of submittals and RFI's for tracking throughout construction.
- Assist the City in evaluating potential change orders, claims, and value engineering submittals.
- Review monthly pay requests
- Coordinate testing and review results
- Prepare notice of substantial completion and punchlist
- Prepare notice of final completion
- Prepare CAD Record Drawings based on contractor's record drawing submittal

Deliverables:

- Site Visit Reports
- RFI Responses
- Document revisions
- Submittal reviews
- Notice of substantial completion and punchlist
- Notice of Final Completion
- Final as-built drawings

Assumptions:

- KPFF team attendance at bid openings is not required or included.
- Participation in construction coordination meetings will be via phone or coordinated with a site visit.
- 28-week construction duration.
- Construction of the Dock and Festival Area will be concurrent.
- Full time daily inspection will be provided by others including:
 - Preparation and coordination for initial inspection team meeting
 - Coordination with contractor for onsite activities
 - Take daily photo log and complete diary not included.
- Printing and distribution of bid documents will be provided by the City.
- Sound monitoring for pile installation with impact hammer is not anticipated to be required given the proposed method of construction and is not included in this proposal. *If sound monitoring is required, we estimate the cost associated with this monitoring to be in the range of \$20,000 to \$30,000.*
- Independent testing agency (hired by Owner) will perform services related to special inspections, such as field density testing for soil and asphalt, concrete pour tests, concrete cylinder breaks, inspection of reinforcing steel placement, weld inspection

steel framing, and aluminum framing. This service is not included in our proposal. *We recommend that an allowance of \$20,000 be carried as an anticipated cost.*

Fee Summary

Our estimated fee, based on the scope of work identified above, is **\$ 251,816** allocated as follows.

	Commercial Dock Facility	Festival Area	Subtotals
KPFF - Civil / PM	\$ 29,500	\$ 42,100	\$ 71,600
KPFF - Structural	\$ 59,170	\$ 14,771	\$ 73,941
KPFF - Special Projects	\$ 4,941	\$ -	\$ 4,941
GreenWorks, PC	\$ -	\$ 10,372	\$ 10,372
Shannon and Wilson, Inc.	\$ 38,909	\$ 9,090	\$ 47,999
Nathan Good Architects, PC	\$ -	\$ 15,328	\$ 15,328
Kittelsohn and Associates, Inc.	\$ -	\$ 5,470	\$ 5,470
Reyes Engineering	\$ 9,233	\$ 12,132	\$ 21,365
Biella Lighting Design	\$ -	\$ 800	\$ 800
Totals:	\$ 141,753	\$ 110,063	<u>\$ 251,816</u>

Please do not hesitate to call if you have any questions.

Curtis C. Vanderzanden, PE, Principal
KPFF Consulting Engineers



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

AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
September 20, 2010	Action Item 13, G	10-073

TO: Honorable Mayor and City Council

FROM: Dave Anderson, Public Works Director

THRU: Nolan K. Young, City Manager *NK*

DATE: August 30, 2010

ISSUE: **AUTHORIZATION TO ENTER INTO AGREEMENT WITH
ODOT TO RECEIVE SURFACE TRANSPORTATION
PROGRAM FUNDS FOR WEST 6TH STREET PAVING AND
WEBBER TRAFFIC SIGNAL UPGRADES**

RELATED CITY COUNCIL GOALS: N.A.

BACKGROUND: The Oregon Department of Transportation (ODOT) enters into agreements with cities to provide for roadway improvements under the Surface Transportation Program (STP). These agreements allow ODOT to reimburse cities for the work performed. Funds are allocated to cities annually under the program and funds can be "banked" for up to four years to help fund larger projects. These funds originate as federal funds that the state can "exchange" into state funds thereby eliminating federal requirements from projects that don't involve other federal funding. The Exchange Agreements pass 94% of the original allocations to the cities without federal contract restrictions.

Staff submitted an updated project prospectus to ODOT requesting use of STP funds for the resurfacing of West 6th Street from Cherry Heights to Snipes, the upgrade of traffic signals at both Webber Street intersections, and replacement of the failed emergency vehicle pre-emption system in the traffic signals at West 6th and Cherry Heights. None of these projects involved any other federal monies so exchange of the STP funds was requested.

The City has been accruing STP funds since 2007 for the West 6th Street widening and resurfacing project which was conceived as a two-phase project with STP reimbursements in two separate fiscal years. With Council's direction through this year's Goal Setting, the widening of West 6th Street was delayed in lieu of completing the extension of East 19th Street and the Thompson Street improvements, and the West 6th Street project was scaled back to a maintenance resurfacing project. This allowed more STP funds to be directed to the East 19th/Thompson Street project.

The proposed exchange agreement (copy attached) would provide the following:

- 2007 allocation in the amount of \$115,443.00 @ 0.94 = \$108,516
- 2008 allocation in the amount of \$135,376.00 @ 0.94 = \$127,253
- 2009 allocation in the amount of \$130,717.00 @ 0.94 = \$122,874
- Total of 2007-2009 exchanged allocations = \$358,644

If the project costs are less than the total STP funds available, unused funds can be carried over to the next project.

BUDGET ALLOCATION: Funds received from the STP are budgeted within Fund 13, the Bridge Replacement Reserve fund, line 013-0000-331.11-00. The 2010-11 budget identifies \$148,080 in anticipated STP funds being received and \$154,250 being spent on the West 6th Street Phase 1 project. The reprioritization of projects meant that the West 6th Street project was reduced and all work on that project was completed this year. While invoices are not in yet, it appears that those costs are going to total about \$250,000. The most recent cost estimate that we have from ODOT to upgrade the traffic signals at Webber Street and 6th and Cherry Heights is \$78,500. With these cost estimates, it is anticipated that about \$30,144 will be left over from or the 2009 STP allocation; these funds can be carried over to help fund the East 19th/Thompson Street project.

ALTERNATIVES:

- A. **Staff Recommendation:** Authorize Agreement No. 27066 with ODOT to accept funds exchanged under the Surface Transportation Program for the West 6th Street resurfacing and upgrade of Webber Street and 6th and Cherry Heights traffic signals in an amount not to exceed \$358,644.
- B. Deny authorization of an agreement with ODOT and provide direction to staff.

2007, 2008 and 2009 FUND EXCHANGE AGREEMENT
WEST 6TH IMPROVEMENTS, CHERRY DRIVE TO SNIPES STREET
CITY OF THE DALLES

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 "State"; and THE CITY OF THE DALLES, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the profiling, paving and restriping of West 6th Street from Cherry Heights Drive to Snipes Street, upgrade the traffic signals at the intersections of West 6th Street with Webber Street and West 2nd Street with Webber Street, and replacement of the Emergency Vehicle Preemption system at the intersection of West 6th Street and Cherry Heights Drive, hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange federal funds in the following manner:

Fiscal Year	Federal Funds	Exchange Rate	State Funds
2007	\$115,443	94%	\$108,516
2008	\$135,376	94%	\$127,253
2009	\$130,717	94%	\$122,874
Total	\$381,536		\$358,644

4. Agency shall exchange a total of \$381,536 federal funds for state funds at the ratios defined in the above table. State shall reimburse Agency up to the total of \$358,644 state funds for eligible costs incurred.
5. The term of this Agreement will begin upon execution and will terminate two (2) years from the date that all required signatures are obtained unless extended by an executed amendment.
6. The Parties agree that the exchange is subject to the following conditions:
 - a. The federal funds transferred to State may be used by State at its discretion.
 - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
 - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
 - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$358,644. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.

- e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
- f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
- g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a monthly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$358,644, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS

656.126. Agency shall ensure that each of its subcontractors complies with these requirements.

- I. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
 - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
 - iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- m. State and Agency 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.

7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on November 14, 2007, as a part of the 2008-2011 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on August 16th, 2010.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On August 2, 2005, the Director, Deputy Director, Highways and Chief Engineer approved Subdelegation Order No. 5, in which the Director, Deputy Director, Highways and Chief Engineer delegate authority to the Region Managers to approve and sign intergovernmental agreements over \$75,000 up to a maximum of \$500,000 when the work is related to a project included in the Statewide Transportation Improvement Program (STIP) or in other system plans approved by the Oregon Transportation Commission or in a line item in the legislatively adopted biennial budget. .

SIGNATURE PAGE FOLLOWS

CITY OF THE DALLES, by and through
its elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Counsel

Date _____

Agency Contact:

Dave Anderson – Director of Public
Works
313 Court Street
The Dalles, OR 97058
(541) 296-5401
danderson@ci.the-dalles.or

State Contact:

Darrell Newton – Local Agency Liaison
60303 O.B. Riley Road
Bend, OR 97701
(541) 388-6272
Darrell.r.newton@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 4 Manager

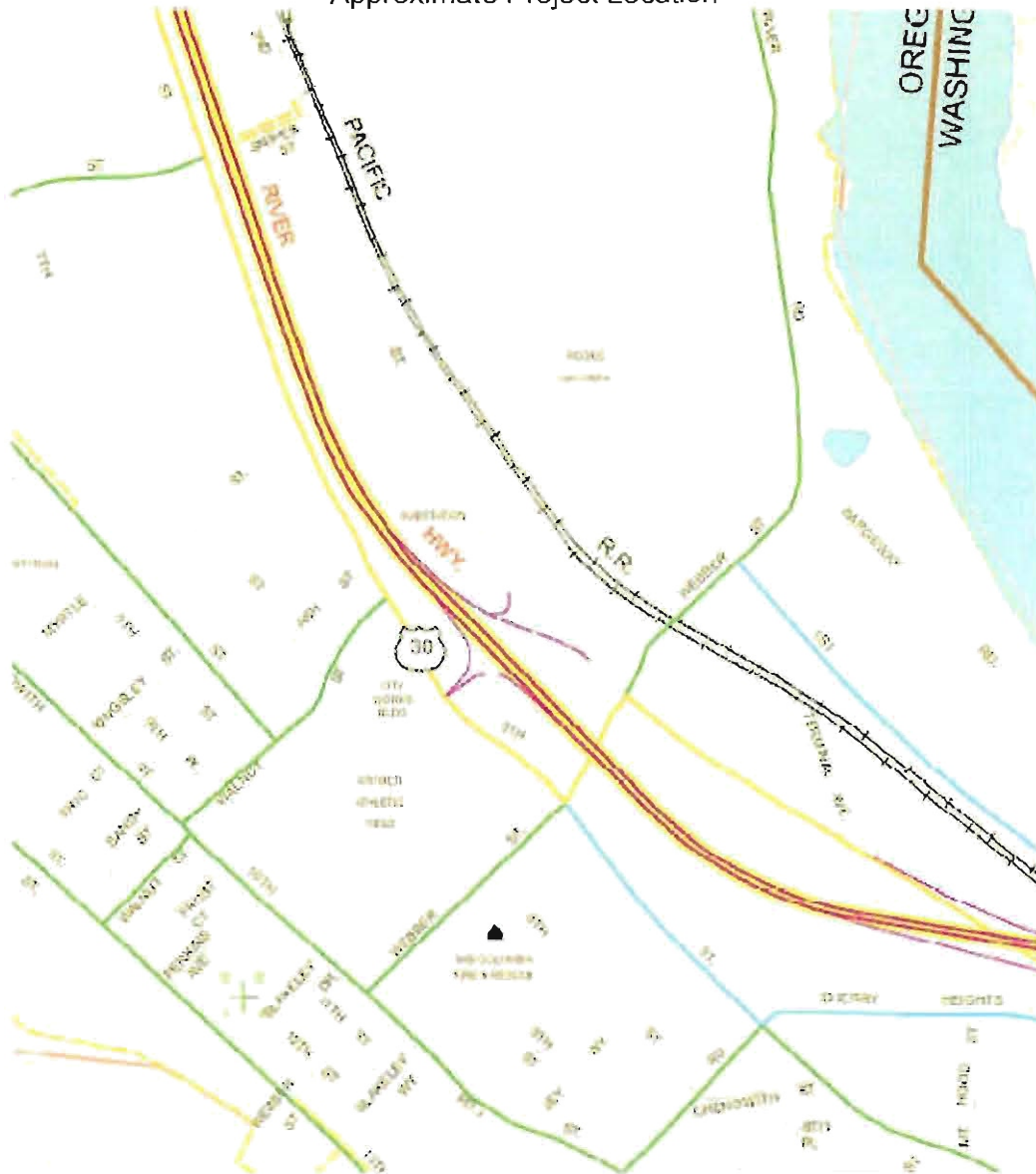
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

EXHIBIT A
Approximate Project Location





AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
September 20, 2010	Action Items 13, 14	10-074

TO: Honorable Mayor and City Council

FROM: Nolan K. Young, City Manager

DATE: September 2, 2010

ISSUE: Approval of Amendment to Lease With Port of The Dalles for Marine Terminal Property.

BACKGROUND: The EDA grant for the marine terminal project requires that the City have a 20 year lease with the Port of The Dalles for the property where the terminal will be constructed. The original lease between the City and Port was entered into with a termination date of June 30, 2029. In order to remain in compliance with the provisions of the grant, the lease needs to be amended to have a termination date of June 28, 2030.

The draft amendment was provided to the Port of The Dalles for their review. As of this writing, comments have not been provided to the City. If there are any proposed changes to the draft language, staff will present them at the September 20th Council meeting.

BUDGET IMPLICATIONS: None.

COUNCIL ALTERNATIVES:

- A. **Staff recommendation** *Move to approve an amendment providing for an extension of construction completion date for Marine Terminal Project and the original lease agreement with the Port of The Dalles.*
- B. Choose not to approve the extension of the lease. Declining to approve the extension could place the Marine Terminal grant funding in jeopardy.

DRAFT

AMENDMENT OF DOCUMENT PROVIDING FOR
EXTENSION OF CONSTRUCTION COMPLETION
DATE FOR MARINE TERMINAL PROJECT, AND
ORIGINAL LEASE AGREEMENT FOR SAID PROJECT

This Agreement made this _____ day of September, 2010, by and between PORT OF THE DALLES, a municipal corporation in the State of Oregon, hereinafter "Port", and the CITY OF THE DALLES, a municipal corporation in the State of Oregon, hereinafter "City".

WHEREAS, the parties did enter into a Lease Agreement on the 11th day of July, 2008, covering the real property more specifically described in Exhibit A and identified on the map shown on Exhibit B; and

WHEREAS, the purpose of the Lease Agreement is for the constructing of a community/cruise ship dock in the Columbia River and thereafter providing for its continued operation and maintenance all as set forth in said Lease Agreement; and

WHEREAS, the parties entered into a document entitled "Extension of Construction Completion Date and Lease on May 18, 2010, which extended the date for completion of the community/cruise ship dock to July 11, 2011, and further provided that if the dock was constructed by that date, then the other provisions existing in the July 11, 2008 Lease Agreement would remain in effect, and the lease would continue until at least June 30, 2029, with the provision for annual renewal as set forth in the Lease Agreement; and

WHEREAS, part of the funding received by the City for the construction of the proposed dock included a grant from the United States Economic Development Administration, hereinafter referred to as "EDA"; and

WHEREAS, one of the requirements of the grant funding provided by the EDA is that any lease for the site of the proposed dock must not terminate before a period of 20 years after the start of the project, which termination date would be June 28, 2030; and

WHEREAS, in order to ensure the City can continue to receive the grant funding provided by the EDA, it is necessary to amend the provisions of the document entitled "Extension of Construction Completion Date and Lease" and the Lease Agreement dated July 11, 2008, to extend the initial term of the lease from June 30, 2029 to June 30, 2030; and

WHEREAS, it is the mutual desire of the parties to execute the necessary documents to amend the provisions of the document entitled "Extension of Construction Completion Date and Lease" and the Lease Agreement dated July 11, 2008, to provide that the lease shall continue at least until June 30, 2030, in accordance with the terms in the Lease Agreement;

NOW, THEREFORE, in consideration of the above stated facts and the mutual covenants and agreements contained herein, and other valuable consideration both parties agree as follows:

1. Paragraph 1 of the document entitled "Extension of Construction Completion Date and Lease" dated May 18, 2010, shall be amended to provide that if the community/cruise ship dock is constructed by July 11, 2011, the Lease Agreement dated July 11, 2008 shall continue in effect at least until June 30, 2030, in accordance with the terms of said Agreement. Sections 2 and 16 of the Lease Agreement dated July 18, 2008 shall be amended to change the expiration date from June 20, 2029 to June 30, 2030, and to provide that the Agreement may be automatically renewed on an annual basis, unless the Agreement is terminated in accordance with the provisions set forth in Sections 2 and 16 of the Lease Agreement.

2. It is further agreed that except as modified by the document entitled "Extension of Construction Completion Date and Lease" dated May 18, 2010, and this Amendment, all the provisions, terms, conditions and covenants contained in the Lease Agreement dated July 11, 2008, shall remain the same.

PORT

PORT OF THE DALLES, a municipal
corporation of the State of Oregon

By: _____
Andrea Klass, Executive Director

Approved as to form:

William G. Dick II, Port Attorney

CITY

CITY OF THE DALLES, a municipal
corporation of the State of Oregon

By: _____
Nolan K. Young, City Manager

Attest:

Julie Krueger, MMC, City Clerk

Approved as to form:

Gene E. Parker, City Attorney



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 #
September 20, 2010	Action Items 13, I	10-075

TO: Honorable Mayor and City Council

FROM: Dan Durow, Community Development Department

THRU: Nolan K. Young, City Manager *NK*

DATE: August 31, 2010

ISSUE: Support of Transportation Enhancement Grant.

BACKGROUND: The Dalles Riverfront Trail, Inc. (RFT, Inc.) has identified a grant that could be used to completely finish trail construction within two years. The cost of completing the remaining 7,300 feet of trail is \$1.66 million. RFT, Inc. is partnering with the City of The Dalles and Northern Wasco County Parks & Recreation to request this amount from the Transportation Enhancement (TE) Grant Program through the Oregon Department of Transportation (ODOT). The grant request is for \$1,489,518 and local match will total \$170,482. The following resolution demonstrates to ODOT grant reviewers that the City approves the application.

BUDGET IMPLICATIONS: None

COUNCIL ALTERNATIVES:

- A. **Staff Recommendation:** *Move to adopt Resolution No. 10-020 supporting the request for Transportation Enhancement funds for the Riverfront Trail Completion Project.*
- B. Choose not to adopt resolution.

RESOLUTION NO. 10-020

**A RESOLUTION SUPPORTING THE REQUEST FOR
TRANSPORTATION ENHANCEMENT FUNDS FOR THE
RIVERFRONT TRAIL COMPLETION PROJECT**

WHEREAS, the Oregon Department of Transportation is soliciting Transportation Enhancement (TE) project proposals for program years 2013, and 2014; and

WHEREAS, the TE program provides federal highway funds for projects that strengthen the cultural, aesthetic, or environmental value of our transportation system, especially for projects involving multi-use trails; and

WHEREAS, the Riverfront Trail Completion Project will culminate 22 years of community efforts to reconnect The Dalles to the Columbia River and its cultural, aesthetic, and environmental assets; and

WHEREAS, the current coincidence of local resources and TE funds creates a unique opportunity to complete the remaining 7,300 feet (1.38 miles) of the 10 mile Riverfront Trail, enhancing local transportation, recreation, and quality of life; and

WHEREAS, all TE projects require a local match of 10.27% of eligible TE costs, which the City has secured through a local capital campaign in partnership with local individuals, organizations, and businesses; and

WHEREAS, the City is requesting \$1,489,518, in TE funding and raising \$170,482 in match funding, for a total project cost of \$1.66 million.

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

Section 1. Request Approved. The City Council hereby approves and supports the request for Transportation Enhancement funds in the amount of \$1,489,518.

Section 2. Effective Date. This Resolution shall be considered effective as of September 20, 2010.

PASSED AND ADOPTED THIS 20th DAY OF SEPTEMBER, 2010

Voting Yes, Councilors: _____

Voting No, Councilors: _____

Absent, Councilors: _____

Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 20TH DAY OF SEPTEMBER, 2010.

SIGNED: _____

James L. Wilcox, Mayor

ATTEST: _____

Julie Krueger, MMC, City Clerk