

AGENDA

REGULAR CITY COUNCIL MEETING

March 15, 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 RECESS TO URBAN RENEWAL AGENCY/URBAN RENEWAL ADVISORY COMMITTEE MEETING
6. RECONVENE TO CITY COUNCIL MEETING
7. PRESENTATIONS/PROCLAMATIONS
8. 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.

9. CITY MANAGER REPORT
10. CITY ATTORNEY REPORT
- 11 CITY COUNCIL REPORTS
  - A. Adoption of City Council Goals for 2010-11 Fiscal Year
  - B. Discussion Regarding 10-11 Fiscal Year Council Fund Contractual Services



## 12. 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 February 22, 2010 Regular City Council Meeting Minutes
- B. Resolution No. 10-004 Concurring With the Mayor's Re-appointments to the Urban Renewal Advisory Committee
- C. Approval to Declare Public Works Department Vehicles and Equipment as Surplus Property

## 13. ACTION ITEMS

- A. General Ordinance No. 10-1303 Amending Certain Provisions of the Land Use Development Ordinance (LUDO) **[Agenda Staff Report #10-016]**
- B. Approval of Ground Lease With Juniper Investment for Property at the Airport **[Agenda Staff Report #10-017]**
- C. Resolution No. 10-005 Authorizing the City Manager to Sign a Joint Application Agreement for an EDA Grant for the Union Street Marine Terminal Rehabilitation Project **[Agenda Staff Report #10-018]**

## 14. DISCUSSION ITEMS

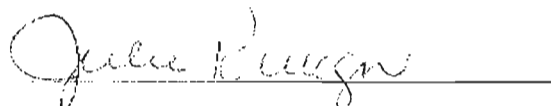
- A. Discussion Regarding Proposed Language for Chenoweth Interchange Area Management Plan **[Agenda Staff Report #10-019]**

## 15. ADJOURNMENT

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**This meeting conducted in a handicap accessible room.**

Prepared by/  
Julie Krueger, MMC  
City Clerk





**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 #
March 15, 2010	City Council Reports 11, A	N/A

**TO:** Honorable Mayor and City Council**FROM:** Nolan K. Young, City Manager *ny***DATE:** February 25, 2009**ISSUE:** Approval of 2010 City Council Goals.

**BACKGROUND:** The City Council met on February 6, 2010 to develop their goals for the 2010-11 fiscal year. The 2010 Goals and Objectives are attached for review and approval by City Council.

Please review the goals and objectives and be prepared to discuss any changes you may wish to make as to the priority of the Tier I Objectives and placement of objectives in Tier II and III.

**BUDGET IMPLICATIONS:** None.**ALTERNATIVES:**

- A. Staff Recommendation: *Move to adopt the 2010-11 City Council Goals.*
- B. Make revisions to the goals and objectives and direct staff to bring back for adoption at a future meeting.
- C. Place the item for additional discussion at a later Council meeting.



**2010-11 CITY COUNCIL GOALS**  
(With All Objectives)

**GOAL 1.** Provide Public Works infrastructure that will ensure safe and well maintained streets and reliable utility systems for the citizens of The Dalles.

**OBJECTIVES**

**TIER I: Top Priorities, to be significantly completed by June, 2011**

- A. Complete Tenth Street Widening Project
- B. Continue Environmental Work for Increasing Capacity of Crow Creek Dam and Dog River Water Line Replacement in two to three years
- C. Complete Construction of East 19<sup>th</sup> Street and Thompson Street Extension
- D. Pursue Improvements for Intersection of East 10<sup>th</sup>, Thompson and Old Dufur Road
- E. Pursue West Sixth Street Improvements, Including Widening of West Sixth Street from Hostetler Street to Snipes Street to Allow for Turn Lane and Future Signalization at Hostetler Street
- F. Complete Construction of Terminal Reservoir Site, Including Possible Abandonment of 19<sup>th</sup> Street Reservoir
- G. Pursue Expansion of Lone Pine Well
- H. Evaluate Feasibility of Implementing Automated Meter Reading (AMR) System for Water Meter System
- I. Complete Webber Street Interchange Area Management Plan (IAMP)
- J. Investigate Safety/Traffic Concerns in Vicinity of East 10<sup>th</sup>, East 12<sup>th</sup>, and Kelly Avenue Intersections

**TIER II: Other Priorities to be pursued in Fiscal Year 2010-11 as time, resources and opportunities permit**

- A. Continue work to connect vital corridors with ADA improvements
- B. Investigate integration of traffic calming policy into LUDO

### **TIER III: Long Term Objectives (within five years)**

- A. Develop City-wide intersection signalization plan
- B. Investigate need for 10<sup>th</sup> Street and Cherry Heights Road signalization
- C. Continue dialogue with appropriate agencies regarding the possible need for an additional interstate bridge between The Dalles and Dallesport

**GOAL 2.** Work and partner with governmental agencies and non-profits to ensure coordination of services and open communication.

### **OBJECTIVES:**

#### **TIER I: Top Priorities, to be significantly completed by June, 2011**

- A. Complete Phase I of Urban Growth Boundary Expansion
- B. Work With National Scenic Area Stakeholders to Obtain Balance Regarding Issues of Economic Vitality and Scenic Preservation as Defined by Applicable Law
- C. Prepare Updated Analysis for Downtown Flood Mitigation
- D. Work with and Remind Appropriate Agencies to Resolve Mill Creek Tunnel Flooding Issue
- E. Provide Outreach to Schools, Parks & Recreation, Fire Districts and Public and Private Partners to Identify and Implement Potential Needs for Community Facilities and Programs
- F. Partner With YouthThink on Projects to Promote Civic Responsibility in Relationship to City Issues
- G. Work With Wasco County Regarding Financial Stability of Animal Control Programs
- H. Look for Opportunities to Support Parks & Recreation District's Efforts to Construct a Skate Park



- I. Work with Corps of Engineers and Local Agencies to Bring Back Tours to The Dalles Dam and Fish Ladder and Offer Pedestrian and Bicycle Access to Patterson Park
- J. Investigate Renewable Energy Projects in Cooperation With Northern Wasco County PUD and Other Agencies
- K. Support Riverfront Trail Non-Profit Group and Northern Wasco County Parks and Recreation District to Construct Final 1.5 Miles of the Riverfront Trail
- L. Work in Partnership With ODOT and Wasco County on Project to Identify Scope and Costs of an Overpass at Fremont Street and Highway 197
- M. Appoint a committee to meet with Parks & Recreation District Board to Discuss Organizational Opportunities

**TIER II: Other Priorities to be Pursued in Fiscal Year 2010-11 as time, resources, and opportunities permit**

- A. Continue to offer technical assistance to Parks & Recreation District regarding efficient water use.
- B. Work with Local Utilities to Develop Underground Service When Opportunities are Presented, Including Consideration of Safety, View Shed, Aesthetics and Property Values
- C. Partner with School District and Parks and Recreation District Regarding Maintaining Open/Green Space
- D. Look for opportunities to retain or maintain property on tax roll.

**TIER III: Long Term Objectives (within five years)**

- A. Pursue coordinating administrative services with other local agencies
- B. Develop and implement City volunteer program, including youth program developed in partnership with YouthThink
- C. Investigate Downtown Parking Structure
- D. Investigate expanding public transportation services, to include fixed loop routes.

**GOAL 3.** Promote economic development opportunities that will provide job

creation and retention and enhance the community's livability.

### **OBJECTIVES**

#### **TIER I: Top Priorities, to be significantly completed by June, 2011**

- A. Create and Proceed With a Public-Private Partnership to Redevelop the Wasco Warehouse and Milling Company Property and East Gateway
- B. Continue Urban Renewal downtown renaissance projects:
  - Complete construction of marine terminal
  - First Street Urban Renewal treatment construction
  - Washington Street Crossing Project construction
  - Pursue construction of Third Street urban renewal treatment
  - Construct Festival Area, including Lewis & Clark fountain
  - Urban Renewal funding for design of Third Place streetscape
- C. Pursue Funding for Update of the Vision Action Plan
- D. Investigate Mitigation and Classification of Systems Development Charge Costs for Expansion of Existing Businesses
- E. Proceed with Airport golf course development
- F. Work With QLife Broadband Network to Install Wi-Fi Cloud over Downtown Business District
- G. Investigate and Pursue Funding for Involvement in Main Street Program
- H. Determine Best Use of Second Street Breezeway
- I. Work with Tree Committee to Develop Street Tree Policies

#### **TIER II: Other Priorities to be Pursued in Fiscal Year 2010-11 as time, resources, and opportunities permit**

- A. Assist in completion of Civic Auditorium renovations
- B. Report regarding vertical housing development zone
- C. Support Urban Renewal Through Opportunity Driven Projects

- D. Develop an Organizational Structure to Promote Downtown Development
- E. Support Coordinated Heritage Celebration
- F. Assist in development of a family based recreation center
- G. Work With Appropriate Agencies to Have the Riverfront Park portion of Riverfront Trail Opened Year Around

**TIER III: Long Term Objectives (within five years)**

- A. Enhance national historic districts
- B. Promote housing rehabilitation program
- C. Develop West Gateway

**GOAL 4.** Maintain a balanced budget that will provide for sustained City operations and capital improvements, while assuring an adequate contingency fund.

**OBJECTIVES**

**TIER I: Top Priorities, to be significantly completed by June, 2011**

- A. Investigate Funding Options for Street Projects
- B. Establish Franchise Agreement With Northern Wasco County PUD
- C. Establish Franchise Agreement With Chenoweth Water PUD
- D. Analyze Financial and Service Impacts of Delayed Annexations

**TIER II: Other Priorities to be Pursued in Fiscal Year 2010-11 as time, resources, and opportunities permit**

None at this time.

**TIER III: Long Term Objectives (within five years)**

- A. Develop a Motor Pool Financing Program Through Saving to Capital Reserve Funds

**GOAL 5.** Encourage civic responsibility and promote public safety through programs, plans and policies.

**OBJECTIVES**

**TIER I: To be significantly completed by June, 2011**

- A. Support opportunities to define and promote components of civic responsibility in the community, at all levels
- B. Provide support to Mid Columbia Senior Center
- C. Identify opportunities for improving curb appeal of the community from the highways, streets and river
- D. Investigate Potential for Tree Planting to Screen Industrial Treatment Operations
- E. Develop Crime Statistics Report for City Website

**TIER II: Other Priorities to be pursued in Fiscal Year 2010-11 as time, resources, and opportunities permit**

- A. Maintain Role With Other Public Safety Agencies in Addressing Local Emergencies.
- B. Investigate Federal COPS Funding for School Resource Officer (SRO)
- C. Investigate Opportunities to make improvements to, landscape, or eliminate planting strips, with a focus on the Dry Hollow, downtown, and Historic Walking District neighborhoods

**TIER III: Long Term Objectives (within five years)**

None noted at this time.

**GOAL 6. Provide Transparent and Efficient Administration of City Government.**

**OBJECTIVES**

**TIER I: Top Priorities, to be significantly completed by June, 2011**

- A. Develop Information Technology Strategy to Ensure Efficiency for:
  - staff time and resources
  - improved access to information for citizens
- B. Develop Plan to Support Community Special Events

**TIER II: Other Priorities to be pursued in Fiscal Year 2010-11 as time, resources, and opportunities permit**

- A. Investigate Need for Development of an Information Technology Program to Update and Standardize Data Processing Software City-Wide

**TIER III: Long Term Objectives (within five years)**

None identified at this time.





## 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 #
March 15, 2010	City Council Reports 11, B	

**TO:** Mayor and City Council

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

**DATE:** March 3, 2010

**ISSUE:** City Council Supported Programs

**BACKGROUND:** The Dalles City Council under its Contractual Services line item provides financial support to a number of activities. The chart at the end of this report lists those activities that have been supported in the past.

The City Council at their Goal Setting Workshop asked that we obtain information on each of the programs they are supporting and place this on the agenda at a future meeting for the Council to discuss. Attached is a sample letter we sent those agencies receiving support from the Council and their responses in the order they are listed on the chart.

There are also two programs in which we purchase services from Northern Wasco County Parks and Recreation District: maintenance of the Riverfront Trail from the Boat Basin to Union Street Undercrossing area and maintenance of the downtown street trees. The Historic The Dalles Days contribution was a onetime event and is not being requested this year. The Mural Society contribution was a onetime action.

**BUDGET IMPLICATIONS:** It is too early in the process to determine if budget cuts are needed. We do know that we should have a tight budget so there is that possibility.

**COUNCIL ALTERNATIVES:**

After reviewing the information and discussing, we see three options that the Council could take:

1. Direct staff to place these items in the draft budget for the Budget Committee to consider. And invite those organizations to attend the Budget Meeting to make presentations if they so desire.
2. The Council will identify those items they wish to continue and those they wish to not continue through an open discussion. Then direct staff to place these items in the draft budget for the Budget Committee to consider. And invite those organizations to attend the Budget Meeting to make presentations if they so desire.
3. Through a paired comparison process, prioritize the items for staff direction as staff works to prepare a balanced budget.

Service	Partners	FY 07-08 Budget	FY 08-09 Budget	FY 09-10 Budget
Fl. Dalles Museum	Wasco County	12,500	12,500	12,500
LINK	MC Council of Gov Transportation	10,000	10,000	10,000
Sister City Program	Local Non-Profit Association	2,500	2,500	2,500
Riverfront Trail	NWC Parks and Recreation	5,000	5,000	8,000
DT Street Trees	NWC Parks and Recreation	7,000	7,000	10,000
War Memorial	Veteran & Civic Organizations	2,000	2,000	2,000
The Dalles/State Sesquicentennial	Community (09-10 For Historical Days)	10,000	0	500
Six Rivers Mediation Svc	Six Rivers Mediation Svc	4,000	4,000	4,000
Substance Abuse Prevention	YouthThink	5,000	5,000	5,000
Juvenile Work Crew	Wasco County	10,530	12,870	13,650
Mural Society	Chamber of Commerce	18,000	0	0
Discovery Center	Wasco County	0	25,000	25,000
Senior Support	The Dalles Senior Center	0	5,000	5,000
Cemetery Maintenance	Wasco County Historic Society	2,000	2,000	2,000
Wasco County FOC	Wasco County/Mid-Columbia P&R	6,000	9,000	9,000
	<b>Total:</b>	<b>81,570</b>	<b>101,870</b>	<b>109,150</b>





## CITY of THE DALLES

313 COURT STREET  
THE DALLES, OREGON 97058

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

February 16, 2010

Fort Dalles Museum Committee  
500 West 15th  
The Dalles, OR 97058

Dan Ericksen  
Wasco County  
511 Washington Street  
The Dalles, OR 97058

The Dalles City Council on March 15<sup>th</sup> will be reviewing projects it has funded in the past under the Council's budget. This activity is in preparation for the City's Fiscal Year 2010-11 budgeting process. Fort Dalles Museum has been receiving \$12,500 for its operation. We request that you send us information on how this money has benefited your organization, how this money has been spend in the past and how you propose to spend it in the future. We need this information by March 1, 2010 in order to prepare a packet for the City Council.

If you have any questions regarding this request, please contact Izetta Grossman at 541-296-5481 Ext 1119.

Thank you for your attention to this request,

Nolan K. Young  
City Manager



February 26, 2010

Eric B. Gleason, President  
Wasco County/City of The Dalles Museum Commission  
Fort Dalles/Anderson Homestead Museum  
500 W. 15<sup>th</sup> Street  
The Dalles, Oregon 97058

Nolan Young  
City Manager  
City of The Dalles  
The Dalles, Oregon 97058

Dear Nolan,

Thank you for your letter of the 16<sup>th</sup> requesting information on the budget for Fort Dalles Museum and of details for the \$12,500 in funding that the museum receives from the City.

As you know Fort Dalles Museum is owned by Wasco County and administered by a volunteer commission with members appointed by both Wasco County and The City of The Dalles. The day-to-day operations and maintenance needs of the museum facility are taken care of by a dedicated staff of part time county employees. The bulk of our operating budget consists of a \$25,000 appropriation equally shared by the City and the County. Our only other consistent source of funding is through memberships, donations, admission fees and book and souvenir sales; this contributes an average of another \$13,000 a year. Our total income per annum is approximately \$38,000. With this in mind we still required another \$10,746.34 from our small reserve fund to operate in the 7/1/08 through 6/30/09 budget year.

During the last year, we also applied for and received three grants:

- A matching grant of \$600 from the Oregon Historic Trails Commission to assess the condition of two of the wagons in the Museum Collection.
- A grant of \$10,000 for a new roof on the Anderson House from Northern Wasco County PUD.
- A matching grant for \$17,773 from the Preserving Oregon Grant Fund for restoration work to the 1856 Fort Dalles Surgeon's Quarters.

Two of the grants were 50% matching grants, requiring a dollar for dollar match. The wagon survey grant was matched by money from the Museums wagon restoration fund; and the restoration grant will be matched from our limited reserve funds, in-kind contributions of material and labor, and monetary gifts.

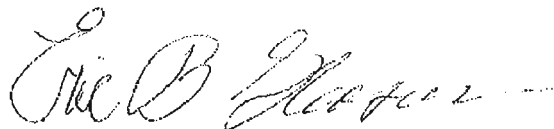
This year a 501c3 not for profit Fort Dalles/Anderson Homestead Museum Foundation has been established to help raise funds and apply for grants that the Museum, as a county owned and run facility, would not otherwise qualify for.

This group will also help administer the Willis and Joan Martin Donation of \$150,000 that the museum received a couple of years ago. The terms of this donation limit the expenditure of its funds; \$125,000 is earmarked to wagon preservation and restoration and the remaining \$25,000 is to be used for preservation work on the Anderson Homestead buildings. None of the Martin Donation can be used for the normal operations of the museum.

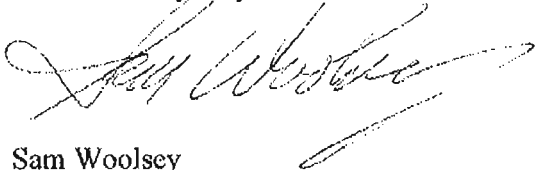
The funding that the Museum receives from the City is vital to its continued operation. These funds contribute to the hiring of a professional staff and to the upkeep of the grounds, exhibits, artifacts and buildings. They also allow the museum to be open to the public starting in the spring, through the summer months and into the early fall. The museum also puts on special events and strives to actively engage the community through outreach programs. Special events planned for this year include a Gothic Revival Open house in May with talks and workshops on Historic Preservation, the summer concert series, and our annual participation in Historic Fort Dalles Days events. Our outreach program includes visits to schools, elder care facilities and community groups. The programs highlight the history of Fort Dalles and the Anderson Homestead. We have partnered with the Forest Service to provide Oregon Trail Living History programs utilizing a wagon restored by Everett Metzentine. We have also partnered with other civic organizations to market The Dalles to visitors from across the country and were recently given considerable favorable coverage in True West Magazine.

With the vital support of the City of The Dalles the Fort Dalles/Anderson Homestead Museum will continue to serve an important and energetic role in our community.

Thank you,



Eric B. Gleason,  
President  
Wasco County/City of The Dalles Museum Commission



Sam Woolsey  
Treasurer  
Wasco County/City of The Dalles Museum Commission

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02/22/2010 2:17PM  
Periods: 0 through 14

**Expenditure Status Report**  
**Wasco County**  
7/1/2008 through 6/30/2009

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211 MUSEUM  
18 ADMINISTRATION  
5211 MUSEUM OPERATING EXPENDITURES

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
51000 PERSONAL SERVICES						
51571 MUSEUM STAFF	30,500.00	29,665.03	29,665.03	0.00	834.97	97.26
51602 OVERTIME	1,000.00	746.48	746.48	0.00	253.52	74.65
51640 LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
51701 FICA	2,065.00	2,326.77	2,326.77	0.00	-261.77	112.68
51702 MEDICARE	0.00	0.00	0.00	0.00	0.00	0.00
51703 UNEMPLOYMENT INSURANCE	0.00	157.85	157.85	0.00	-157.85	0.00
51705 WORKERS' COMPENSATION	101.00	179.73	179.73	0.00	-78.73	177.95
51721 PERS	0.00	0.00	0.00	0.00	0.00	0.00
Total PERSONAL SERVICES	33,666.00	33,075.86	33,075.86	0.00	590.14	98.25
52000 MATERIALS & SERVICES						
52101 ADVERTISING & PROMOTIONS	1,500.00	684.48	684.48	0.00	815.52	45.63
52116 POSTAGE	300.00	98.37	98.37	0.00	201.63	32.79
52122 TELEPHONE	850.00	812.21	812.21	0.00	37.79	95.55
52141 SPECIAL EVENTS	250.00	705.89	705.89	0.00	-455.89	282.36
52333 MUSEUM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
52366 DONATION EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
52397 PERMITS	640.00	0.00	0.00	0.00	640.00	0.00
52401 CONTRACTED SERVICES	5,500.00	599.00	599.00	0.00	4,901.00	10.89
52651 EQUIPMENT - REPAIR & MAINTENANCE	500.00	0.00	0.00	0.00	500.00	0.00
52801 BLDG REPAIR & MAINT	1,000.00	321.60	321.60	0.00	678.40	32.16
52808 RENTALS	540.00	292.00	292.00	0.00	248.00	54.07
52861 MAINTENANCE - GROUNDS	1,000.00	1,345.90	1,345.90	0.00	-345.90	134.59
52870 UTILITIES	7,000.00	7,266.85	7,266.85	0.00	-266.85	103.81
52952 SUPPLIES - MUSEUM	1,000.00	2,061.64	2,061.64	0.00	-1,061.64	206.16
52971 BOOKS	1,000.00	1,482.54	1,482.54	0.00	-482.54	148.25
Total MATERIALS & SERVICES	21,080.00	15,670.48	15,670.48	0.00	5,409.52	74.34
53000 CAPITAL OUTLAY						

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Expenditure Status Report  
Wasco County  
7/1/2008 through 6/30/2009

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211 MUSEUM  
18 ADMINISTRATION  
5211 MUSEUM OPERATING EXPENDITURES

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
53111 CAPITAL EXPENDITURES	5,000.00	0.00	0.00	0.00	5,000.00	0.00
Total CAPITAL OUTLAY	5,000.00	0.00	0.00	0.00	5,000.00	0.00
Total MUSEUM OPERATING EXPENDITURES	59,746.00	48,746.34	48,746.34	0.00	10,999.66	81.59

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**Expenditure Status Report**  
Wasco County  
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211 MUSEUM  
18 ADMINISTRATION  
5212 MARTIN DONATION

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
53000 CAPITAL OUTLAY						
53520 ANDERSON HOUSE ROOF	25,000.00	0.00	0.00	0.00	25,000.00	0.00
53521 WAGON BUILDING	80,000.00	0.00	0.00	0.00	80,000.00	0.00
Total MARTIN DONATION	105,000.00	0.00	0.00	0.00	105,000.00	0.00
Total ADMINISTRATION	164,746.00	48,746.34	48,746.34	0.00	115,999.66	29.59

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Expenditure Status Report  
Wasco County  
7/1/2008 through 6/30/2009

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211 MUSEUM  
99 NON-DEPARTMENTAL EXPENDITURES  
9211 MUSEUM NON OPERATING EXPENDITURES

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
57000 CONTINGENCY						
57211 CONTINGENCY	19,000.00	0.00	0.00	0.00	19,000.00	0.00
Total CONTINGENCY	19,000.00	0.00	0.00	0.00	19,000.00	0.00
59000 UNAPPROPRIATED						
59211 UNAPPROPRIATED	80,954.00	0.00	0.00	0.00	80,954.00	0.00
Total UNAPPROPRIATED	80,954.00	0.00	0.00	0.00	80,954.00	0.00
Total NON-DEPARTMENTAL EXPENDITURES	99,954.00	0.00	0.00	0.00	99,954.00	0.00
Total MUSEUM	264,700.00	48,746.34	48,746.34	0.00	215,953.66	18.42
Grand Total	264,700.00	48,746.34	48,746.34	0.00	215,953.66	18.42

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Expenditure Status Report  
Wasco County  
7/1/2009 through 6/30/2010

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211 MUSEUM  
18 ADMINISTRATION  
5211 MUSEUM OPERATING EXPENDITURES

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
51000 PERSONAL SERVICES						
51571 MUSEUM STAFF	26,000.00	15,266.19	15,266.19	0.00	10,733.81	58.72
51602 OVERTIME	1,000.00	524.92	524.92	0.00	475.08	52.49
51640 LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
51701 FICA	2,065.00	1,208.11	1,208.11	0.00	856.89	58.50
51702 MEDICARE	0.00	0.00	0.00	0.00	0.00	0.00
51703 UNEMPLOYMENT INSURANCE	200.00	0.00	0.00	0.00	200.00	0.00
51705 WORKERS' COMPENSATION	99.00	127.17	127.17	0.00	-28.17	128.45
51721 PERS	0.00	0.00	0.00	0.00	0.00	0.00
Total PERSONAL SERVICES	29,364.00	17,126.39	17,126.39	0.00	12,237.61	58.32
52000 MATERIALS & SERVICES						
52101 ADVERTISING & PROMOTIONS	1,000.00	759.92	759.92	0.00	240.08	75.99
52116 POSTAGE	300.00	190.95	190.95	0.00	109.05	63.65
52122 TELEPHONE	850.00	468.24	468.24	0.00	381.76	55.09
52141 SPECIAL EVENTS	1,000.00	670.64	670.64	0.00	329.36	67.06
52333 MUSEUM EXPENSES	0.00	226.39	226.39	0.00	-226.39	0.00
52366 DONATION EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
52397 PERMITS	640.00	0.00	0.00	0.00	640.00	0.00
52401 CONTRACTED SERVICES	35,546.00	6,448.33	6,448.33	29,241.67	-144.00	100.41
52651 EQUIPMENT - REPAIR & MAINTENANCE	500.00	659.21	659.21	0.00	-159.21	131.84
52801 BLDG REPAIR & MAINT	1,000.00	7.35	7.35	0.00	992.65	0.74
52808 RENTALS	540.00	44.00	44.00	0.00	496.00	8.15
52861 MAINTENANCE - GROUNDS	1,200.00	217.85	217.85	0.00	982.15	18.15
52870 UTILITIES	7,000.00	3,920.99	3,920.99	0.00	3,079.01	56.01
52952 SUPPLIES - MUSEUM	1,500.00	515.27	515.27	0.00	984.73	34.35
52971 BOOKS	1,500.00	389.73	389.73	0.00	1,110.27	25.98
Total MATERIALS & SERVICES	52,576.00	14,518.87	14,518.87	29,241.67	8,815.46	83.23
53000 CAPITAL OUTLAY						

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Periods: 0 through 14

Expenditure Status Report  
Wasco County  
7/1/2009 through 6/30/2010

Page: 2

211 MUSEUM  
18 ADMINISTRATION  
5211 MUSEUM OPERATING EXPENDITURES

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
53111 CAPITAL EXPENDITURES	5,000.00	0.00	0.00	0.00	5,000.00	0.00
53520 ANDERSON HOUSE ROOF	10,000.00	9,400.00	9,400.00	0.00	600.00	94.00
Total CAPITAL OUTLAY	15,000.00	9,400.00	9,400.00	0.00	5,600.00	62.67
Total MUSEUM OPERATING EXPENDITURES	96,940.00	41,045.26	41,045.26	29,241.67	26,653.07	72.51

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Periods: 0 through 14

**Expenditure Status Report**  
Wasco County  
7/1/2009 through 6/30/2010

Page: 3

211 MUSEUM  
18 ADMINISTRATION  
5212 MARTIN DONATION

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
53000 CAPITAL OUTLAY						
53520 ANDERSON HOUSE ROOF	25,000.00	600.00	600.00	0.00	24,400.00	2.40
53521 WAGON BUILDING	125,000.00	0.00	0.00	0.00	125,000.00	0.00
Total MARTIN DONATION	150,000.00	600.00	600.00	0.00	149,400.00	0.40
Total ADMINISTRATION	246,940.00	41,845.26	41,845.26	29,241.67	176,053.07	28.71

Page: 3

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 Periods: 0 through 14

**Expenditure Status Report**  
**Wasco County**  
 7/1/2009 through 6/30/2010

Page: 5

211 MUSEUM  
 99 NON-DEPARTMENTAL EXPENDITURES  
 9211 MUSEUM NON OPERATING EXPENDITURES

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
57000 CONTINGENCY						
57211 CONTINGENCY	11,227.00	0.00	0.00	0.00	11,227.00	0.00
Total CONTINGENCY	11,227.00	0.00	0.00	0.00	11,227.00	0.00
59000 UNAPPROPRIATED						
59211 UNAPPROPRIATED	39,106.00	0.00	0.00	0.00	39,106.00	0.00
Total UNAPPROPRIATED	39,106.00	0.00	0.00	0.00	39,106.00	0.00
Total NON-DEPARTMENTAL EXPENDITURES	50,333.00	0.00	0.00	0.00	50,333.00	0.00
Total MUSEUM	297,273.00	41,645.26	41,645.26	29,241.67	226,386.07	23.85
<b>Grand Total</b>	297,273.00	41,645.26	41,645.26	29,241.67	226,386.07	23.85

received  
2/26/10



## Mid-Columbia Council of Governments Transportation Network

February 24, 2010

The Dalles City Council  
Nolin Young, City Manager  
313 Court Street  
The Dalles, OR 97058

Dear City Council Members and Mr. Young:

Mid-Columbia Council of Governments (MCCOG) Transportation Network and The Link Bus program have been very appreciative of the support that has been provided over the years by the City of The Dalles. The annual support of \$10,000.00 has been used as local match for our grants that we receive from the Oregon Department of Transportation. Local match funding for these grants is extremely valuable to our operations as it enables us to apply for and receive grants that have to be matched with local funds. Our grant match levels range from 10.27 % local funding to 50 %, so the City's contribution allows us to at least double or better your contribution. In addition, the support from the City is helpful when we are applying for competitive grants as it shows strong local support from our local government. Finally, MCCOG does not have taxing authority, so as a result, we have limited ability to generate our own local funding. The funds the City provides are very critical to our ability to apply for grant funding.

MCCOG has been fortunate in the last several years in that we have been able to obtain some new grants in conjunction with Wasco County to increase the services we provide to the community. Our annual ridership has increased from 21,494 rides in fiscal year 2005-2006 to 25,351 in fiscal year 2008-2009 for a 15% increase in ridership. The majority of our transportation services are provided in The Dalles, so the service increase has primarily benefited community members in The Dalles. We have also coordinated with Hood River County Transportation District to facilitate services between The Dalles and Hood River.

The funds that we receive from The Dalles go directly into our operating budget and help pay for drivers, fuel, vehicle maintenance, rent, and insurance. We would continue to use the funds in future for our operating budget.

Thank you again for the generous support and we look forward to continued support.

Sincerely,

Dan Schwanz  
Transportation Director

201 Federal, The Dalles, Oregon 97058



Dear City Council and Administrative Staff:

Thank you for your support of YOUTHTHINK over the past four years, as well as the opportunity to share with you the fruits of this partnership. To understand the importance of this partnership, I would like to share a brief funding history of YOUTHTHINK as well as future needs, as our Federal Drug Free Communities funding ends in September of 2011.

YOUTHTHINK has received the following on an annual basis over the past four years:

- |                                    |   |
|------------------------------------|---|
| • \$100,000                        | Federal Drug Free Communities grant (expires 9/30/11)                     |
| • \$ 47,500                        | AD70 (state prevention dollars with federal pass through)                 |
| • \$ 5,000                         | City of The Dalles  |
| <b>\$152,500</b>                   | <b>Total Cash Received</b>  |
| In-Kind Contributions (cash value) |   |
| • \$ 57,533                        | County fiscal agent support / operating costs (office space, phone, etc.) |
| • \$ 41,684                        | School District facility use/ facilities for Challenge Day, travel costs  |
| • \$ 52,294                        | Volunteer Support (based on \$15 per hour donated per person)             |
| <b>\$151,511</b>                   | <b>Total In-Kind Contribution based on real dollar value</b>              |

In this information packet, we have included the 2009 Summary for Stakeholders document, in addition to an outcomes document that was shared with SAMHSA (Substance Abuse & Mental Health Administration) this past fall. This will give you an overall picture of YOUTHTHINK. We have also included the specific details on how YOUTHTHINK has used the \$5,000 per year that was received from the city. (As requested) We have used those dollars to leverage other funds in order to stretch our resources and have the biggest impact.

YOUTHTHINK wishes to request \$5,000 for the next year and intends to spend the funds on projects similar to past years. We also wish to make the city aware that YOUTHTHINK's funding resources will dramatically change as of September 2011, when the Federal Drug Free Communities grant expires. These dollars will no longer be available for YOUTHTHINK since we will have successfully completed our second-term of funding. We will go from receiving \$152,500 to \$52,000, if the city continues with its current level of funding/support.

With this fact in our future, the YOUTHTHINK Executive Board is currently working on a strategic sustainability plan that we hope the city of The Dalles will find of interest and value. This plan is scheduled to be completed by August 2010. It is our hope that YOUTHTHINK and the city will strengthen its partnership, working toward specific targeted outcomes. For the city, those outcomes would include: a decrease in underage drinking and drug usage thus lowering the costs for law enforcement and emergency services; and a community strategy that focuses on how drug-free middle school and high school years can improve graduation rates and post-high school success.

It is a known fact that youth violence, property crime, traffic crashes and unintentional injury, attributed to underage drinking, represents a high cost. In Oregon, 2007 statistics translated to a cost of \$2,447 per each youth in the state, a year.

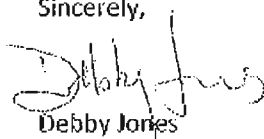
Please note the last page of our document that shows the actual costs of underage drinking to the state of Oregon. We are currently working on a fact sheet that details the cost of underage drinking for Wasco County.

Just imagine if we did not have these problems and the costs that are associated with them. What if the state of Oregon had an extra \$841 million to spend on education or other important services OR what our city could do with the funds it now spends dealing with youth substance abuse. Prevention does save money and YOUTHTHINK encourages the city of The Dalles to invest in prevention and its future.

YOUTHTHINK will be asking the city of The Dalles to consider a yearly contribution, for 2011, to help YOUTHTHINK continue its operation. YOUTHTHINK will also be requesting assistance from other governmental entities, businesses and individuals to continue this important work.

Thank you again for your past support and we look forward to the many productive years to come as we create the community of our dreams.

Sincerely,

A handwritten signature in black ink, appearing to read 'Debby Jones', written over the printed name.

Debby Jones

YOUTHTHINK Coordinator

541-506-2673



## Who We Are, What We Do

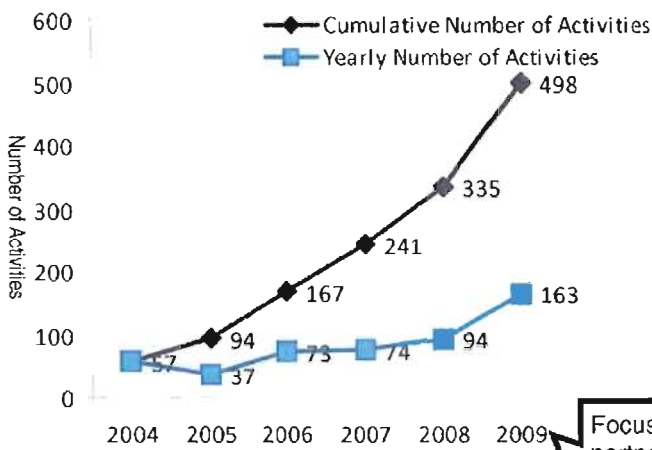
### 2009 Summary for Stakeholders

*Encourage. Influence. Empower.*

**The Mission of YOUTHTHINK**, a not-for-profit coalition, is to partner with Wasco county youth and caring citizens, leveraging funds and volunteers, to provide a unified community force, promoting healthy life style choices, focusing on the prevention and reduction of youth substance use and risk behaviors.

**The Vision of YOUTHTHINK**, a community free of the effects of substance abuse, where all members especially young people, have equal access to opportunities in order to flourish and live healthy meaningful lives.

**The Values of YOUTHTHINK** are rooted in the principles of inclusion, hope, equality, respect and honesty. Leadership through innovation, collaboration, and strong community connections.



The overriding goal of YOUTHTHINK efforts is **community change**: new or modified programs, practices, or policies that will reduce substance use and other negative risk behaviors in Wasco County, Oregon.

***We're working harder than ever...***

In 2009, 163 different community actions were initiated, almost double the number from 2008!

2004- DFC grant shifts from direct service to community change emphasis.

2005-1st Challenge Day launched in the schools.

2006- New coordinator hired.

Major marketing campaign initiated. Awarded second term of DFC funding. Good through September 2011.

Focus on establishing partnerships with faith based community. Large shift towards use of community based processes as part of sustainability plan.

Launch of Free Saturday Movie Program. New focus on environmental changes and future sustainability.

#### *What's happening with Marijuana in Wasco County? 2009 Outcomes for 11th Grade Youth*

Proportion of youth reporting marijuana use in the past 30 days was 13.4%, down 5.6 percentage points from 2008!

Proportion of youth reporting that marijuana use is a moderate or great risk was 74.1%, up 8.6% from 2008!

92.5% of youth in 2009 report that their parents would disapprove of them using marijuana, up 5.7 percentage points from 2008!

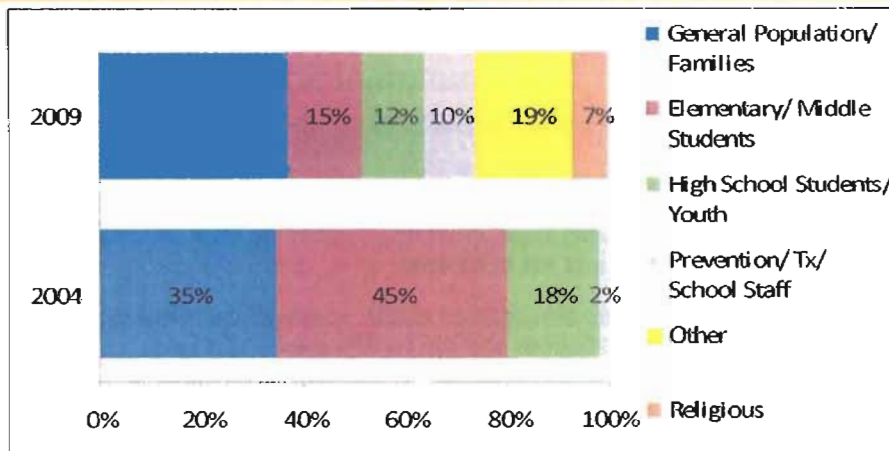
Data sourced from the Oregon Healthy Teen Survey, Wasco County, 2008-2009

#### 2009 Activity Highlights

- **8694 attendees at YOUTHTHINK sponsored events!**
- **19 YOUTHTHINK sponsored alcohol, tobacco and other drug free social and recreational events!**
- **15 YOUTHTHINK formal speaking engagements!**
- **15 trainings led by YOUTHTHINK!**



### What **POPULATIONS** are being targeted by YOUTHTHINK for change?

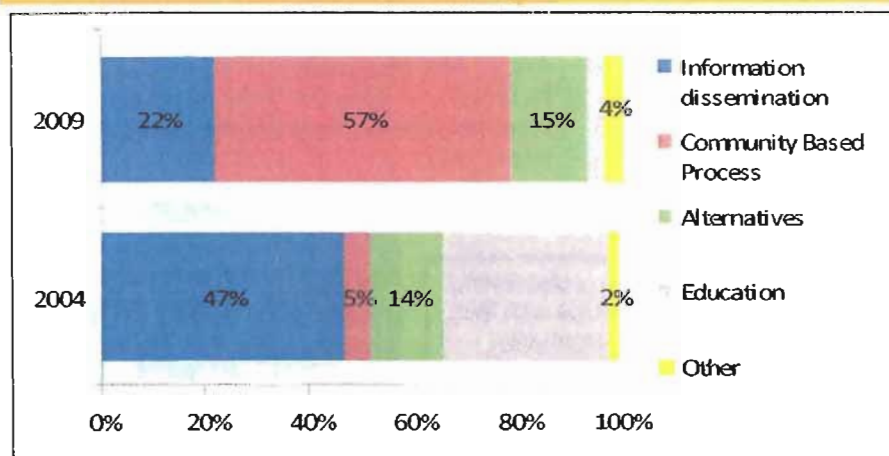


### The Recent Years: A Snapshot of Changes

***We've diversified our audience over the years...***

YOUTHTHINK adjusts our approach to tackling substance use among youth in Wasco county in accordance with the changing needs of the community.

### What **PREVENTION STRATEGIES** are being implemented by YOUTHTHINK to change behavior?



***Our role in engaging residents of Wasco county is growing through sponsorship of community based processes...***

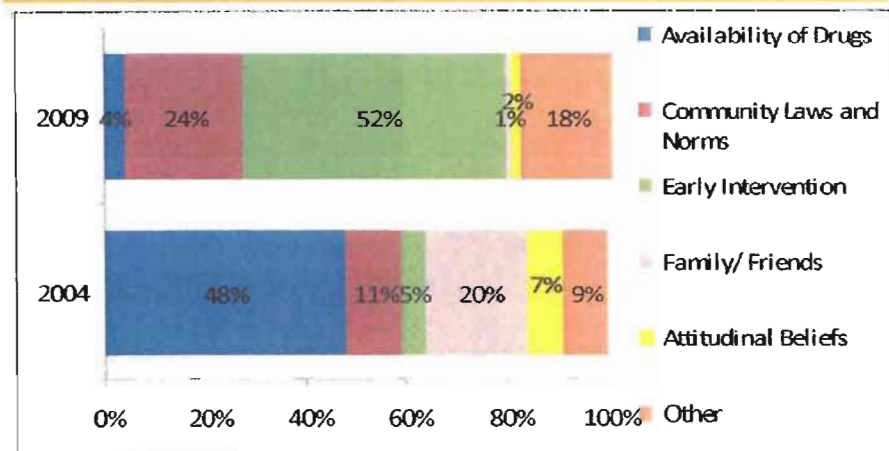
#### Our core components:

- Challenge Day!
- Free Saturday Movie Program!
- Town Hall Events!
- In School teach-ins

#### Our 2010 new additions:

- The Reality Tour!
- The Life of an Athlete!
- Be the Change Celebration
- Drug Free Work Place

### What **RISK AND PROTECTIVE FACTORS** are being targeted by YOUTHTHINK in order to reduce substance use?



***We're incorporating best practices by intervening early...***

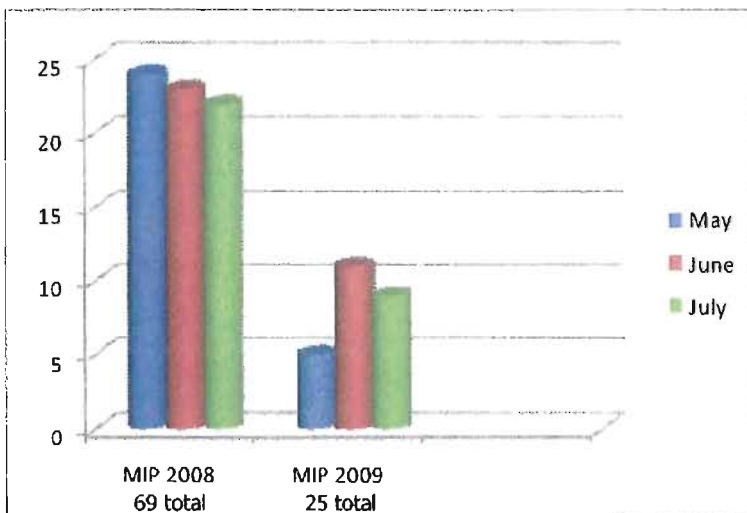
Research on both a national and local scale has proven that we must focus our efforts at an earlier age. This thought pattern allows prevention to attack the root causes at a time when parental involvement is usually higher as opposed to late teens.



## **YOUTH THINK's Outcome Goals / Current Results 2005 - 2009**

- ◇ Average age of onset of alcohol will rise from 12 years to 12.5.  
**Current average age of onset of alcohol is 12.3.**
- ◇ 30-day use of tobacco will decrease by 10%.  
**Current 30-day use of tobacco has decreased by 20%.**
- ◇ Percentage of youth who consider it a moderate to great risk to use marijuana regularly will increase by 10%.  
**Percentage of youth who consider it a moderate to great risk to use marijuana regularly has increased by 20%.**
- ◇ Percentage of youth who perceive that their parents would think it was wrong to very wrong for them to drink alcohol will increase by 10%.  
**Percentage of youth who perceive that their parents would think it was wrong to very wrong for them to drink alcohol has decreased by 9%.**

Parents Who Host Campaign ... Did we have an impact?  
Minor in procession of alcohol citations



100's of people, old and young took part in the Free Family Movie program



Parents Who Host Campaign signs displayed downtown The Dalles



The next generation of YOUTHTHINK'ers learn about prevention.



Challenge Day 2009



## City of The Dalles & YOUTHTHINK ...

*together we are creating a stronger community.*

Over the past four years the City of The Dalles has generously supported YOUTHTHINK in its efforts to provide a unified community effort that promotes healthy lifestyle choices, focusing on the prevention and reduction of youth substance use and other negative risk behaviors.

The following table shows a short synopsis of the amount of funds received, how they were used, total costs of event/activities, volunteer hours involved and outcomes that were realized.

Year	\$ Received	How Used	Total Cost of Events	Volunteer hours involved	Outcomes
2006–2007	\$ 5,000.00	<ul style="list-style-type: none"> <li>\$2,000 for 2 meth specific town hall events</li> <li>\$3,000 for Kids Day Event</li> </ul>	Town Halls = \$5,000 Kids Day = \$5,516.71 <b>Total = \$10,516.71</b>	60 hours	<b>First town hall:</b> 285 in attendance <b>Second town hall:</b> 1,100 in attendance plus 1,160 8th–12th grade students received special presentations <b>Kids Day Event:</b> Over 2,000 attended as well as a variety of community organizations as we celebrated our youth
2007–2008	\$ 5,000.00	<ul style="list-style-type: none"> <li>\$3,000 Free Saturday Movie Program</li> <li>\$2,000 for Challenge Day</li> </ul>	Movies = \$7,200 Challenge Day = \$ 11,924.20 <b>Total = \$19,124.20</b>	1086 hours	<b>Movie Program:</b> 7 movies shown with a total attendance of 3131, inclusion of positive youth development/anti-drug message give-aways <b>Challenge Day:</b> 400 youth and 60 adults participated in 4, day long inclusion programs dedicated to improving school and community climate
2008–2009	\$ 5,000.00	<ul style="list-style-type: none"> <li>\$2,000 for Movie Program</li> <li>\$2,000 Challenge Day</li> <li>\$1000 Parents Who Host Lose the Most Campaign</li> </ul>	Movie = \$7,200 Challenge Day = \$11,261.83 Parents Who Host = \$8,500 <b>Total = \$26,961.83</b>	864 hours	<b>Movie Program:</b> Expanded to 8 movies with a total attendance of 3,653, inclusion of positive youth development/anti-drug message give-aways. 1048 lbs of food donated to local food bank. <b>Challenge Day:</b> 300 youth and 60 adults participated in 3, day long inclusion programs dedicated to improving school and community climate. <b>Parents Who Host:</b> Alcohol MIP's dropped from 51 in May-July 2008 to just 13 during those same months in 2009.
2009–2010	\$ 5,000.00	<ul style="list-style-type: none"> <li>\$2000 for Movie Program</li> <li>\$2000 for Challenge Day</li> <li>\$1000 for Parents Who Host Campaign</li> </ul>	Movie = \$7,200 Challenge Day = \$30,943.56 Parents Who Host = \$4,000 <b>Total = \$42,143.56</b>	869 hours so far	<b>Movie Program:</b> 8 movies with a total attendance of 3,653, inclusion of positive youth development/anti-drug message give-aways. Amount of food donated not yet calculated. <b>Challenge Day:</b> 300 youth and 60 adults participated in 3, day long inclusion programs dedicated to improving school and community climate. Program will include a community Be the Change Celebration on April 10 as well as "Living the Change" lunch opportunity began Feb. 15 and continues Monday–Thursday at Zion Lutheran Church. <b>Parents Who Host:</b> Annual initiative will begin May of this year.
Totals	\$ 20,000.0		\$ 98,746.30		Final update will be available by August 2010

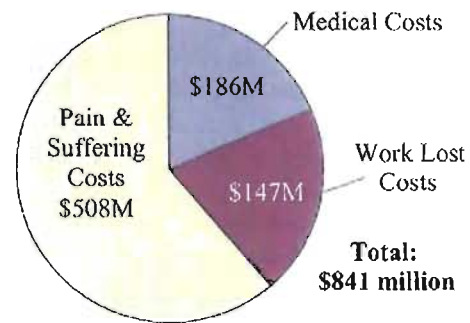
## Underage Drinking in Oregon *The Facts*

Tragic health, social, and economic problems result from the use of alcohol by youth. Underage drinking is a causal factor in a host of serious problems, including homicide, suicide, traumatic injury, drowning, burns, violent and property crime, high risk sex, fetal alcohol syndrome, alcohol poisoning, and need for treatment for alcohol abuse and dependence.

### *Problems and Costs Associated with Underage Drinking in Oregon*

Underage drinking cost the citizens of Oregon \$841 million in 2007. These costs include medical care, work loss, and pain and suffering associated with the multiple problems resulting from the use of alcohol by youth.<sup>1</sup> This translates to a cost of \$2,447 per year for each youth in the State. Oregon ranks 20<sup>th</sup> highest among the 50 states for the cost per youth of underage drinking. Excluding pain and suffering from these costs, the direct costs of underage drinking incurred through medical care and loss of work cost Oregon \$333 million each year.

**Costs of Underage Drinking  
Oregon 2007**



**Costs of Underage Drinking by Problem, Oregon 2007**

Problem	Total Costs (in millions)
Youth Violence	\$464.7
Youth Traffic Crashes	\$84.9
High-Risk Sex, Ages 14-20	\$57.9
Youth Property Crime	\$43.6
Youth Injury	\$44.0
Poisonings and Psychoses	\$5.6
FAS Among Mothers Age 15-20	\$13.3
Youth Alcohol Treatment	\$127.3
<b>Total</b>	<b>\$841.3</b>

Youth violence and traffic crashes attributable to alcohol use by underage youth in Oregon represent the largest costs for the State. However, a host of other problems contribute substantially to the overall cost. Among teen mothers, fetal alcohol syndrome (FAS) alone costs Oregon \$13.3 million.

Young people who begin drinking before age 15 are four times more likely to develop alcohol dependence and are two and a half times more

likely to become abusers of alcohol than those who begin drinking at age 21.<sup>2</sup> In 2007, 3,311 youth 12- 20 years old were admitted for alcohol treatment in Oregon, accounting for 12% of all treatment admissions for alcohol abuse in the State.<sup>3</sup>

## *Alcohol Consumption by Youth in Oregon*

Underage drinking is widespread in Oregon. Approximately 176,000 underage youth in Oregon drink each year. In 2007, according to self-reports by Oregon students in grades 9-12:<sup>4</sup>

- 76% had at least one drink of alcohol on one or more days during their life.
- 33% had their first drink of alcohol, other than a few sips, before age 13.
- 47% had at least one drink of alcohol on one or more occasion in the past 30 days.
- 27% had five or more drinks of alcohol in a row (i.e. binge drinking) in the past 30 days.
- 5% had at least one drink of alcohol on school property on one or more of the past 30 days.

In 2007, underage drinkers consumed 14.9% of all alcohol sold in Oregon, totaling \$371 million in sales. These sales provided profits of \$182 million to the alcohol industry.<sup>1</sup>

## *Harm Associated with Underage Drinking in Oregon*

Underage drinking in Oregon leads to substantial harm due to traffic crashes, violent crime, property crime, unintentional injury, and risky sex.

- During 2007, an estimated 25 traffic fatalities and 300 nonfatal traffic injuries involved an underage drinking driver.
- In 2006, an estimated 9 homicides; 8,900 nonfatal violent crimes such as rape, robbery and assault; and 26,100 property crimes including burglary, larceny, and car theft involved an underage drinking perpetrator.
- In 2006, an estimated 7 alcohol involved fatal burns, drownings, and suicides involved underage drinking.
- In 2006, an estimated 1,700 teen pregnancies and 7,900 risky sexual acts by teens involved alcohol.

Produced by the Pacific Institute for Research and Evaluation (PIRE) with funding from the Office of Juvenile Justice and Delinquency Prevention (OJJDP), November 2009.

<sup>1</sup> Miller, TR, Levy, DT, Spicer, RS, & Taylor, DM. (2006) Societal costs of underage drinking *Journal of Studies on Alcohol*, 67(4) 519-528.

<sup>2</sup> Grant, B.F., & Dawson, D.A. (1997). Age at onset of alcohol use and its association with DSM-IV alcohol abuse and dependence: Results from the Nation Longitudinal Alcohol Epidemiologic Survey. *Journal of Substance Abuse* 9: 103-110.

<sup>3</sup> Office of Applied Studies, Substance Abuse and Mental Health Services Administration. Treatment Episode Data Set (TEDS). (2007). *Substance Abuse Treatment by Primary Substance of Abuse, According to Sex, Age, Race, and Ethnicity*.

<sup>4</sup> Oregon High School Teens. Oregon State Department of Human Services. (2007). Available at: <http://www.dhs.state.or.us/dhs/ph/chs/youthsurvey/index.shtml>.





## WASCO COUNTY

### DEPARTMENT OF YOUTH SERVICES

Juvenile Justice Division  
202 East Fifth Street  
The Dalles, Oregon 97058-2220  
(541) 506-2660  
Fax: (541) 506-2661

Molly Rogers  
Director

March 1, 2010

Nolan Young, City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

Dear Mr. Young,

Thank you for the letter requesting information regarding the funding received from The City of the Dalles for the Wasco County Department of Youth Services Community Work Service. The following is an aggregate of the investment made to the program. During the calendar year of 2009 over 900 hours of work service hours were dedicated to projects within the city limits of The Dalles. Projects include painting graffiti during the summer and fall months, blackberry removal, clearing and chopping firewood for senior and low-income housing, and work with the local food banks.

The community work service program is also designed to reduce re-offense rates of youth and adult offenders who have committed criminal acts. Community work service is one of the evidence-based strategies in creating a bond between young offenders and the community. It remains true within the Wasco County Department of Youth Services that youth who have worked on a community work service crew have not re-offended with charges of criminal mischief (graffiti) in the community.

The \$13,650 received from the City of The Dalles helps support a portion of the Community Work Service Supervisor and supplies and materials needed to complete projects. We are always seeking additional income to support the program, however like many programs the infrastructure needs to be supported by local funds. This year we would again request the same amount of funding as the 2009-2010 fiscal year. We are not asking for an increase.

One exciting addition to the upcoming fiscal year is the capacity, through a grant, to pay some of the youth on the work crew at minimum wage. These funds are through the federal stimulus dollars and will be expiring in September, but they will ensure a consistent crew of six people and will allow us to tackle much more complicated projects during the good weather.

I would be delighted to once again provide a presentation on the impacts of the funds to the City Council or to you as City Manager. Please request any additional documentation you will need for the budget process.

Sincerely,

Molly Rogers, Director

3/2/10  
update

February 26, 2010

To The Dalles City Council,

The Mid-Columbia Senior Center is working to expand the Mid-Columbia Senior Center to fulfill the dreams of the Center's founders and to prepare the Center to meet the needs of an active but aging population during the next twenty five years. The expansion would add a medical clinic in partnership with MCMC, two additional classrooms, an exercise room, a commons area, leasable office space and most importantly an elevator and stairs to the basement. We hope to complete this project by January 2012, twenty-five years after the Center was first opened to the public. But in order to make this dream possible, the Center's board of directors is asking the City of the Dalles for continued financial support of \$5,000 during the 2010-2011 fiscal year.

We have appreciated the financial support for the last two years. During the fiscal year 2008-2009, the \$5,000 the City of The Dalles contributed to the Center was allocated to the Building Expansion fund. With the City's contribution, the expansion fund has grown to over \$38,000 - even during these difficult economic times. And that does not include the in-kind support from MCMC, CGCC and Design Structures. (We felt, realistically, we could have raised ten times that amount if the banking industry had not collapsed.) The contributions were given because of the people's belief in the value of the Center and what it can further accomplish with the expansion.

This current fiscal year and next fiscal year's allocation (if we continue to be funded) will be designated for the operating expense of the Center. Except for the city's contribution and a \$1,000 grant from MCCOG for exercise programs, the Center is solely funded by the local community through donations, memberships and bingo revenues. The Center has very little administrative expense. Plus there is only one paid employee, the director; everyone else are volunteers or Title V (senior employment program) employees funded through the Mid-Columbia Council of Governments.

But a key financial component in our efforts to expand the Center, is obtaining a loan secured by a lease agreement with MCMC. In order to maximize our position to acquire the loan, we need to show a balanced and sustainable annual budget. With the help of the Small Business Administration at CGCC the Center has developed a budget for the next five years that includes \$10,000 in additional revenue to balance the budget. We will use the \$5000 from the City of The Dalles plus another \$5000 from a major membership drive we are initiating this year (doubling our membership from 300 members to 600 members) to provide the additional revenue.

Besides helping position the Center to secure a long term loan for the building expansion, what else does the city's \$5000 investment buy?

The Center leases space to Meals-on-Wheels which covers their share of utility expenses. Meals-on-Wheels serves over 45,000 meals both at the Center and home delivered and is a critical service in our community. Neither the Center nor Meals-on-Wheels would be as successful without the other.

The Center itself provides programs for older adults that have been expanded during the last several years – we have estimated over 23,000 visits to the Center during the last year. These programs and activities provide older adults the opportunity to explore, connect and contribute - through meeting new and old friends, taking part in activities that nourish the mind, body and soul, and remaining independent while maintaining a healthy quality of life. The activities include seniorise, yoga, Tai Chi, lecture series, computer instruction, pinochle, bridge, and Strong Women as well as brain fitness, wellness and drawing classes.

In 2009 the Center initiated an outcome survey and the results demonstrated the value of the Center in improving the quality of life for many older adults (see attachment). The results showed that because of the Center, most of the time 72% of those surveyed take better care of their health, 78% have something to look forward to, 81% feel more able to stay independent, and 78% feel the Center has had a positive effect on their lives.

Although the Center's focus is adults over the age of 60, we provide space and support for other community activities. The AARP Tax Aide program sponsored by the Mid-Columbia Community Action Program (CAP) is held in the basement February through mid-April, the 15-week program "Steps to Wellness" provided by La Clinica is held on Wednesday evenings. We also provide space for ARC meetings and dances; CAP board meetings and other events that benefit the community such as the recent "Prescription Drug Turn-in Event" sponsored by Youth Think - all at no charge. (We do charge a rental fee to businesses, church groups and individuals.)

The Center and the City of The Dalles have had a long relationship. With the help of Jack Leash, city planner at the time, the City of The Dalles successfully applied for a CDBG grant that provided the vast majority of the funding to construct the building. The City of The Dalles also donated the land where the Center is now located. Without the help of the City, the Center would never have been built.

We appreciate the city's support twenty five years ago and the city's support today in our current efforts to find funding sources for the expansion and in assisting the Center in navigating the conditional use process.

The Center is a tremendous asset to the community. By "promoting healthy aging by sharing and caring" the Center provides services and activities so older adults can live longer, healthier and independently. Your support over the last two years has been critical and we ask you to continue financially supporting the Center's important work.

Scott McKay  
Director  
Mid-Columbia Senior Center

# OUTCOME SURVEY 7.23.09

	1	2	3	n/a	total
1. Do more volunteer work	43%	37%	20%	22%	
	21	18	10	14	63
2. See friends more often/make new friends	72%	27%	2%	2%	
	46	17	1	1	65
3. Take better care of my health	72%	25%	3%	2%	
	46	16	2	1	65
4. Eat meals that are better for me	69%	31%	0%	6%	
	44	20		4	68
5. Have more energy	53%	40%	6%	3%	
	33	25	4	2	64
6. Feel happier or more satisfied with my life	78%	22%	0%	3%	
	50	14		2	66
7. Have something to look forward to each day	78%	22%	0%	4%	
	51	14		3	68

	1	2	3	n/a	total
9. Feel more able to stay independent	81%	19%	0%	16%	
	43	10		10	63
10. Feel that the senior center has had a positive effect on my life	78%	21%	1%	1%	
	52	14	1	1	68
11. Learn new things	63%	28%	9%	1%	
	42	19	6	1	68
12. Have learned about services and benefits	69%	27%	3%	3%	
	43	17	2	2	64
13. Am more physically active	59%	29%	13%	7%	
	37	18	8	5	68
14. Would recommend the Meals-on-Wheels to a friend or family member	87%	10%	3%	10%	
	55	6	2	7	70
15. Would recommend the senior center to a friend or family member	86%	12%	3%	3%	
	59	8	2	2	71

1 - Most of the time

2 - Sometimes

3 - Almost never

n/a - Not applicable



- Please tell us how participating in Meals-on-Wheels and the Senior Center has changed your life.
- I enjoy coming – visiting talking with others
- New to area – good place to meet people – keep fit
- Meet lots of new people
- It allows me to get out more
- I enjoy the interacting and especially the exercise programs and monthly breakfasts
- Feel better – more active
- Better balance
- I like Dave N to do my taxes – wish I had more time to do some of the things that are offered
- I have some place to go and a place to meet people
- I have made new friends and enjoy learning about and sharing the aging process with others my age and older
- A good place to meet people my age
- Given something to look forward to
- Enjoy coming to the senior center and like the volunteer work and people
- I have a purpose and a job I really enjoy – Enjoy meeting the people and getting to know them
- Good Food
- Makes my life more cheerful and think more of caring and helpful of others
- My wife died and I am a lousy cook so I appreciate a good cooked meal here
- It has made me more aware of seniors and their problems – delivering Meals-on-Wheels has given me new friends
- I enjoy the meals and the new friends I have met
- Met more people than I already know
- Gives me things to look forward to whether I do them or not
- Made me do more things that maybe I would have stopped doing
- Enjoyment visiting with the people and the meals are so very healthy
- Better understanding of what is available in The Dalles and surrounding area (programs) exercise, education
- Meeting people, joining in trips, meetings, groups
- I am more active
- We eat mostly at home because we eat more fresh organic uncooked vegetables - We enjoy learning the computer classes and hearing about new information, taking part in activities – the people who run MCSC are great



## WASCO COUNTY

SHERIFF

511 Washington St. Suite # 102  
The Dalles, Oregon 97058  
Phone (541) 506-2580  
Fax (541) 506-2581



February 18, 2010

City of The Dalles  
Mr. Nolan Young  
313 Court Street  
The Dalles, OR 97058

Dear Mr. Young,

I am writing in response to your request of February 16, 2010 regarding funding the City of The Dalles has provided Wasco County Emergency Management in recent years. In your letter you asked for responses in three areas, how the funds have benefited Emergency Management, how the funds were expended in the past and how the funds would be expended in the future. Below are my responses:

How the funds have benefited Emergency Management - As you know the City of The Dalles became involved with funding a portion of Emergency Management costs when Sheriff Eiesland wished to expand the Emergency Management function. In order to move the position beyond a ½ time position held by my predecessor, additional funds were needed that Wasco County could not provide. Emergency Management is 50% funded by the Emergency Management Performance Grant which is administered by Oregon Emergency Management. The additional funding provided by the City of The Dalles, and other cities, has assisted us in increasing state funding from \$20,000.000 to \$39,000.00 per year which allows Emergency Management to be staffed .75 FTE. The additional staff time has been critical to ensuring both the County and the City of The Dalles meet federal compliance requirement for NIMS and for seeking grants that have benefited the emergency response services throughout the County.

How the funds were expended in the past – The list below describes products and equipment that have been provided directly to the City of The Dalles:

2007 – NIMS compliant Emergency Operations Plan (required for DHS funding)  
\$34,000.00

2007 – 2 base radios 1 for PD 1 for PW \$37,144.00

Thermal imager provided to PD through Buffer Zone grant - \$12,000.00  
2008 DHS grant -- 3 mobile radios for City PD -- \$7,875.00 and 21 portable radios - \$31,500.00  
2009 --DHS grant 10 portable radios \$15,000.00  
2009 ARRA (Recovery Grant) \$3,400.00 for training trailer

The following list contains other products, equipment and grants that have provided indirect benefits to the City of The Dalles:

V-call radio to allow out of area responders communications with our 911 center if needed to respond to The Dalles - \$32,000.00  
\$189,000.00 Buffer Zone grant for law enforcement utilized to partially fund 911 equipment upgrades  
City PW and PD included in 2.1 million dollar state project for interoperable communications study  
Mobile Command/Communications Unit funded through Buffer Zone grant & CSEPP funds available to any agency in the county  
2008 Buffer Zone grant will be used to purchase an approximate \$120,000.00 Computer Aided Dispatch system for the 911 center  
2008 COPS grant of \$221,000.00 being utilized to build mobile data system for all marked city and county police vehicles  
2009 BZPP grant (combined Sherman and Wasco County) \$396,991.00 will be utilized to provide microwave system access and to purchase and install MDT equipment in all city and county law enforcement vehicles  
2009 -- EMPG - \$50,000.00 for renovation of space for new EOC  
2009 ARRA \$14,000.00 for digital fingerprinting system. Sheriff's Office now does all fingerprinting formally done by City P.D.  
2009 Congressionally Selected grant provides \$300,000.00 for 911 dispatch equipment and relocation costs  
2009 DHS Grant - \$20,000.00 to develop multi-county (Wasco, Sherman & Gilliam) Mass Fatalities Plan (Plan will be developed through North Central Public Health District)

How the funds would be expended in the future -- Future Emergency Management efforts will focus on continued grant development, planning efforts for emergency and disaster response, exercises to ensure our first response systems are coordinated and prepared for such responses and continuing to ensure Wasco County and its cities and agencies are in compliance with federal regulations and requirements. It is hard to predict what may come in future years as federal programs seem to be in a constant state of change. Likewise, grant opportunities sometimes appear when not expected. Part of the Emergency Management function is to monitor what is required and what may become available and be prepared to act on the information developed. One area that we will attempt to focus grant funding toward is the continued implementation of the Wasco County Strategic Communication Plan (which the City of The Dalles is a signatory).

I hope you find this information useful. Please contact me if I can provide further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Davidson', with a large, stylized loop at the end.

Michael L. Davidson, Emergency Manager

**Izetta F. Grossman**

---

**From:** Marti Kantola [marti@6rivers.org]  
**Sent:** Monday, March 01, 2010 2:05 PM  
**To:** Izetta F. Grossman  
**Subject:** Six Rivers Funding Request: City of The Dalles  
**Attachments:** Six Rivers Narrative Report City of TD 2009.doc; Trend Report City of The Dalles 2005-2010.xls; Organizational Services Flowchart.pub

Dear Izetta,

Thank you for taking the time to talk with me last week. In regards to the funding request and materials for the City Council's Budgeting process, I have attached 3 documents

1. A Spreadsheet detailing the funding for Six Rivers from all sources including the City of The Dalles contribution levels in the past 5 years.
2. A Flow Chart that helps to conceptualize the Mediation services Six Rivers provides.
3. A narrative to help tie together the 2 documents above, and explain the application of the \$4,000 to services we provide.

I am hopeful these materials will be helpful for both the councillors and staff. I am available by cellphone at 541-490-2234 or by email at [marti@6rivers.org](mailto:marti@6rivers.org).

Is the meeting on March 15th open for public to attend? I assume it may be beneficial to be there to answer potential questions.

Thanks again,  
Marti

Marti Kantola, Director  
Six Rivers Community Mediation Services

Providing creative conflict resolution options to the Columbia Gorge Region.

Contact us for more information.  
Hood River County 386-6300  
Wasco County 296-5220  
Anywhere toll free: 888-628-4101

or visit our website: [www.6rivers.org](http://www.6rivers.org)

# **Six Rivers Community Mediation Narrative Report**

## **City of The Dalles Funding Distribution**

Submitted by: Marti Kantola  
March 1, 2010

### *Six Rivers Mission*

*By establishing a forum where each party is heard, we teach listening.*

*By creating an environment where each party can speak, we teach communication.*

*By developing processes that seek resolution, we teach the importance of dialogue.*

*By building these processes into a method of mediating disputes we teach citizenship.*

### **Year by year update on Funding activity within Six Rivers**

#### **2002/2003:**

Planning and development of a steering committee. Community Needs Assessment – no funding from City of The Dalles

#### **2003-2004**

Researched and implemented best practices in Community Mediation, service delivery models and standards of practice. Created internal systems and nurtured referral relationships with law enforcement, courts, social services, newspapers and media outlets. Identified program areas for specialization and completed strategic plan for first 4 years. Joined National Association for Community Mediation, Oregon Mediation Association and the Oregon Association for Community Dispute Resolution Centers. Trained 26 Mediators to become the volunteer base for Six Rivers Service Delivery.

#### **2004-2005**

##### **First Year of funding from City of The Dalles**

.5 FTE Program Director

State budget severely cut. Dissolution of ODRC – Main funding source for Oregon programs – required increased statewide activity, organizing, networking and participation in development of new funding distribution. Marti's role was to increase level of funding for rural programs. Including a balance between funding mechanisms: population based vs. cost to operate and maintain programs. University of Oregon School of Law adopted the program. Staff time turned to stabilization of funding and building local funding. City of The Dalles began supporting mediation services to citizens as well as support for Departments.

#### **2005-2006**

Full Time Director Position

25% increase in caseload to 79 cases.

Added Klickitat County into the funding mix. Training was ramped up for volunteers to take on the parenting plan cases. Statewide Rulemaking process: Rewriting and revision

of OARs regarding funding distribution for Community Mediation. Rulemaking process resulted in a specific percentage threshold for small programs and a map for building funding for rural based programs as #1 priority as funding increases. Agreement between City and County to support Six Rivers Annually in General Fund budget. \$4000 from the City and \$5000 from the County.

#### **2006-2007**

Financially good year as University of Oregon program offered Special Allocation funding. We applied and received a one time grant of \$14,891  
CATE funding \$5,500 applied to peer mediation training at The Dalles Middle School. Needs assessment conducted and focused work done in the realm of Peer Mediation in Wasco County. Pilot program ensued and specialty mediations involving direct scheduled mediations from the Juvenile Department as a Diversion for Disorderly Conduct violations at the Middle and High School levels.

#### **Collaborative Conflict Resolution projects that had impact in City of The Dalles:**

The Dalles Middle School Conflict Resolution Training Program  
Mediation Diversion instituted for Juveniles cited for fighting on school grounds  
Oregon Department of Energy: 7 Mile Wind Proposal  
Regional Workforce Investment Board: Strategic Planning Initiation

#### **2007-2008**

New volunteer quality assurance program requirements including certification process.

#### **Collaborative Planning Projects:**

Wasco County Childcare Town Hall Forum  
Childcare Provider Training in Conflict Resolution (tri-county focus)  
Wasco County Library District Strategic Planning Process  
Homeless and Runaway Planning Project (The Dalles and Wasco County Focus)  
Hosted Oregon Association for Community Mediation Annual Meeting in The Dalles  
Hosted Public Policy Mediation training with featured trainer  
Vision Awards 2008

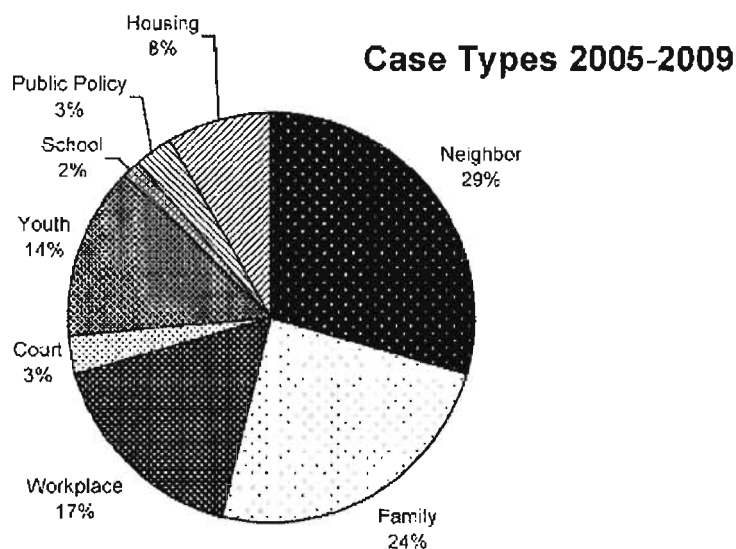
#### **2008-2009**

Initiated summer practicum programs with PSU and University of Oregon Law School interns.

#### **2009-2010**

Funding reduction across the budget for Six Rivers.  
Loss of in-kind donations from Mid-Columbia Council of Governments in the form of Space and fiscal support.  
Budget adjustment results in decrease in **Director time to .75 FTE**  
Budget cutbacks at both Oregon and Washington State resulting in a minimum of additional 5% cutback from Oregon Office for Dispute Resolution  
Decrease in revenue from Hood River County due to receipts on filing fee declining.  
Fees for services have increased but client income has decreased and subsequent ability to pay has fallen.

I've compiled the following quick reference tables for cases that are specific to the City of The Dalles: Case Type, Referral Source, Case percentage in comparison to Region



Six Rivers current status is a decline in time available to spend in developing cases and more time directed toward stabilizing funding cuts, finding new or expanding existing contracts and agreements with local cities and counties. We are in great shape with outstanding volunteers and devoted staff. Our request is to find a way to restore the Director's position to 1 FTE.

I would be happy to answer any questions and to address the council or budget committee in person to better explain our services and to answer any questions you have.

Respectfully,

Marti Kantola  
Director

Six Rivers Community Mediation  
(541) 490-2234 Cell



**Six Rivers Community Mediation**  
DRC Serving the Columbia River Gorge

**Conflict Intervention**

**Prevention**

**Training Services**

**Mediation Services**

**Conflict Transformation**

**Community Mediations:**  
Keeping decision making power in the hands of people who must live with the consequences of conflict..

**Partner in Service with Community Programs:**

Police, Code Enforcement, Planning, Courts, Juvenile Justice, Counselors, Attorneys, Schools, etc

**Family Mediations:**  
Decision making for families in transition, communication skill development in the small group of a family.

**Parenting Plan Mediations** for Washington Residents referred through court system

**Workplace Mediations:**  
Stress Management solution to enable employees to keep their job and their health

**Peer Mediation Programs:**  
Working in partnership with agencies and schools to empower students to resolve their own conflicts.

**Skills for Youth**

**Community Education Courses:** 1-4 hour courses in establishing good communication skills.

**Skills for Adults**

**Specialized Trainings:**  
Fee for service program to address specific issue related con-

**Mediator Certification:**  
Professional Development training and practicum for Washington State.

**Master Mediator:**  
Quality Assurance System providing a track for skill development in all aspects of Conflict Resolution. Formal Mediation, Group dynamics, Presentation and training skill development, action plan development, contract enforcement and critical decision making

**Group Decision Making:**  
Providing guidance in the development of structures needed for groups to make good decisions.



**CITY of THE DALLES**

313 COURT STREET

THE DALLES, OREGON 97058

(541) 296-5461

**AGENDA STAFF REPORT**  
**CITY OF THE DALLES**

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
March 15, 2010	Consent Agenda 10, A- C	N/A

**TO:** Honorable Mayor and City Council**FROM:** Julie Krueger, MMC, City Clerk**THRU:** Nolan K. Young, City Manager**DATE:** February 25, 2010**ISSUE:** Approving items on the Consent Agenda and authorizing City staff to sign contract documents.**A.     ITEM:** Approval of February 22, 2010 Regular City Council Meeting Minutes.**BUDGET IMPLICATIONS:** None.**SYNOPSIS:** The minutes of the February 22, 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 February 22, 2010 regular City Council meeting.**B.     ITEM:** Resolution No. 10-004 Concurring With the Mayor's Re-appointments to the Urban Renewal Advisory Committee.**BUDGET IMPLICATIONS:** None.**SYNOPSIS:** The Mayor has selected Dan Ericksen and Richard Elkins for re-appointment to the Urban Renewal Advisory Committee, terms to expire December 31, 2012.**RECOMMENDATION:** That City Council adopt Resolution No. 10-004 concurring with the Mayor's re-appointments to the Urban Renewal Advisory Committee.

- C. **ITEM:** Approval to Declare Public Works Department Vehicles and Equipment as Surplus Property.

**BUDGET IMPLICATIONS:** Revenue received from the sale of the property will be credited to the various Public Works Funds.

**SYNOPSIS:** The Public Works Department is requesting to have three vehicles, laboratory equipment, and one piece of miscellaneous equipment declared surplus property and sell the items at auction. The detailed list is attached for review. The lab equipment is outdated and no longer used. The vehicles are in poor condition and facing mechanical failures.

**RECOMMENDATION:** That City Council declare the Public Works Department vehicles and equipment as surplus property and allow the items to be disposed of at auction.

## **MINUTES**

REGULAR COUNCIL MEETING  
OF  
FEBRUARY 22, 2010  
5:30 P.M.  
CITY HALL COUNCIL CHAMBER  
313 COURT STREET  
THE DALLES, OREGON

**PRESIDING:** Mayor Nikki Lesich

**COUNCIL PRESENT:** Bill Dick, Carolyn Wood, Jim Wilcox, Dan Spatz, Brian Ahier

**COUNCIL ABSENT:** None

**STAFF PRESENT:** City Manager Nolan Young, City Attorney Gene Parker, City Clerk Pro Tem Izetta Grossman, Public Works Director Dave Anderson, City Engineer Dale McCabe, Finance Director Kate Mast, Community Development Director Dan Durow, Senior Planner Dick Gassman, Police Chief Jay Waterbury, RARE Planner Nora Donovan

### **CALL TO ORDER**

Mayor Lesich called the meeting to order at 5:35 p.m.

### **ROLL CALL**

Roll call was conducted by City Clerk Pro Tem Grossman; all Councilors present.

### **PLEDGE OF ALLEGIANCE**

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

### **APPROVAL OF AGENDA**

Mayor Lesich asked City Manager Young if the agenda needed to be amended. Young requested

that Item B, Downtown Development Survey be added under Presentations. It was moved by Spatz and seconded by Wood to approve the agenda as amended. The motion carried unanimously.

### **PRESENTATIONS/PROCLAMATIONS**

#### **Update by Northern Wasco County Parks and Recreation District Regarding Skate Park**

Executive Director Scott Green shared the progress made to date on the fund raising efforts and design progress. He said Northern Wasco County Parks and Recreation District had set aside \$100,000 in its budget toward the project and local youth and supporting adults had held a number of fund raisers, raising an additional \$30,000. Green said the District had received a \$15,000 grant from Fred Meyer that must be spent by July 1, 2010. He said the Skate Park had shown up as top five priority on every survey done by the District. Green said the location at Thompson Park in the area of the current memorial had received positive reviews by the community and the Chief of Police as a highly visible location.

There were nine youth in attendance. This group represented the design team that would be working with the designer via web conference call to create a facility the youth would use and take pride in. Green said the youth involvement was vital to the success of the project long term and he hoped to make it a competitive park that would host competitions and draw tourists to the community.

Green reiterated the skate park had become a top priority for the Board and they were applying for other grants, however the timing of the State grant award was after the needed start date for use of the Fred Meyer grant. He said the total estimated cost of the project 11,000 square foot park was \$250,000. Green noted there had been some commitment of in kind donations of labor and supplies.

Councilor Wilcox commended the youth on their efforts and for being active. He stated "You have my respect".

Councilor Ahier agreed that the location was excellent and had his support.

Council Spatz asked if there was an assistance request being made.

Green stated that Urban Renewal funds would be requested and said the District would be applying for a Local Government Grant, however, it didn't open until April with an August award, which was after the Fred Meyer Grant deadline for expenditure of funds.

Councilor Wilcox asked if the project could be phased. Green replied yes.

### **AUDIENCE PARTICIPATION**

Stacey Romney, Parks and Recreation Board stated that skate boarding had become main stream, the proposed park was free to use like a play ground for younger children. She emphasized that healthy recreation should be a priority for the community and said a busy park was a safe park.

Mayor Lesich noted that three years ago the District was in the red, and now with a strong staff and dedicated Board that had been turned around.

Debbi Jones of YouthThink testified in support of the Skate Park. She said two months ago their board voted unanimously to support the efforts of the District. Jones noted that most of the hits to their website occurred during a time YouthThink was hosting a skate competition. She also encouraged Council to dedicate Urban Renewal funds to the project.

Chris Cramer, 102 Harrison, The Dalles Pastor of Zion Lutheran Church testified in support of the Skate Park, saying the youth needed a safe place to recreate and this was an investment in our future.

Dana Schmidling, Chamber Executive Director, testified in support of the Skate Park, stating that in other communities Skate Parks had become the shining star, a great draw for tourism and economic development.

Councilor Spatz asked if there was a proposal before the Urban Renewal Board. Green stated not at this time. Spatz asked the City Manager what the process was. Young stated a request in writing from the Parks and Recreation District to Urban Renewal would initiate the formal process which would result in a minor amendment to the Urban Renewal Plan.

Lenore Clifford, 531 W 3<sup>rd</sup> Place, The Dalles, testified she wasn't against the skate park location, saying it was recreation exactly what the land was donated for, however, she had a concern about trash in Mill Creek. She also was concerned about the safety of youth on the cliffs around the creek.

Randy Twidwell, Civic Auditorium Manager, 1518 12<sup>th</sup> Street, The Dalles, testified in support of the Skate Park, stating the youth needed a safe place to recreate.

Craig Batty, East 16<sup>th</sup> Street, The Dalles, testified in support of the Skate Park. He said he wanted to see the youth involved in the actual construction where feasible and believed this would help the youth take ownership of the park and self police.

Downtown Development Survey Report

RARE Planner Nora Donovan reviewed the staff report. In response to a question, Donovan explained that RARE stood for Resource Assistance for Rural Environments and was an AmeriCorps program. Donovan reported that the downtown merchants were very receptive to the survey and useful information was gleaned. She said this was a data gathering process for the Main Street Program, noting the main themes were: 1) The downtown area was lacking in things to attract people to the downtown; 2) timing was important in development; and 3) the need for a vital organized downtown that was sustainable was important.

Councilor Spatz commended the survey and asked what the next steps would be. Donovan stated a public meeting would be scheduled to share the results of the survey, followed by creation of an Economic Improvement District (EID) which was a plan to identify goals, and clearly state how the funds would be used according to that plan.

Councilor Wood suggested consideration of a City square, a place of gathering, creating a sense of community.

Young stated most efforts were currently focused on the Festival Area and Washington Street Plaza, where that type of environment would be created.

Councilor Dick noted that it was clear in the report that business owners in the downtown were not necessarily the property owners which created special challenges.

Councilor Ahier stated that downtown redevelopment did create an economic draw and said if the downtown streets were attractive, more shoppers would want to visit and more businesses would be drawn to locate there.

Councilor Wilcox agreed, noting the positive effect the street scape project had on Second Street.

Mayor Lesich asked if there was anyone else who wished to address the Council.

Laise Langheinrich, 2108 Garrison Street, The Dalles, came forward to discuss the idea of an Economic Impact Analysis ordinance. She said in light of learning the process during the Wal Mart hearings she wanted the Council to consider moving this up as a priority for the Planning Commission. Langheinrich said this would give a better chance of making a more informed decision in the future regarding the types of development wanted in the City.



Mayor Lesich commended her for listening to the Council's suggestion and being proactive in the process.

Langheinrich also reported that the Downtown group had installed a terra cotta planter outside Iron Works on Second Street that would be planted with plants and would look nice most of the year. She said these planters were being poured by The Dalles Concrete and would be placed in front of businesses up and down Second Street. She encouraged the Council to stop by and look at the planters.

#### **CITY MANAGER REPORT**

No report.

#### **CITY ATTORNEY REPORT**

City Attorney Parker reported he had been working on the amendment to Land Use Development Ordinance (LUDO) regarding signs in right of way. He said a recommendation would be provided to Council in April. City Attorney Parker reported he would be attending Government Law Seminar regarding social media policies on March 5th.

#### **CITY COUNCIL REPORTS**

Councilor Wood reported the Historic Landmarks Commission had reviewed proposed changes to a property on Third Street.

Wood questioned the goal of a proposed Charter amendment requesting stipends for Council, saying she did not recall the discussion and didn't feel it is necessary.

Councilor Dick reported he would be attending the Mid Columbia Economic Development District (MCEDD) Board meeting next Friday, March 5<sup>th</sup> where a letter of support of Renewable Energy Assistance was on the agenda. He also reported that at the last Urban Renewal Advisory Committee meeting \$35,387 was recommended for Wonderworks for doors, window and stucco for their new facility.

Councilor Spatz commended the groups working together to work on a viable solution for irrigation of Sorosis Park and providing water to Columbia Gorge Community College. He said the groups were the Irrigation District, Northern Wasco County Parks and Recreation, and the

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City. City Manager Young clarified that a City water right from the Columbia River would be used.

Councilor Wilcox reported that he had recently met with Dwight Langer of Northern Wasco County PUD to educate himself on green energy. He also reported that the US Coast Guard Axillary was looking for volunteers interested in assisting with water rescue.

Wilcox reported that five students had applied to go to Miyoshi City in August and an adult group was going in March. He said he would be attending the Airport Board meeting this Friday and reported that the Airport Master Plan was complete. Wilcox said there would be an open house in May where the Master Plan will be the focus.

Wilcox noted there was letter to the editor commending the Lions Club, of which he had been a member for years. He thanked Michael Leash for the letter.

Councilor Wilcox voiced concern regarding the Transportation systems development charges, saying he believed they were anti-development.

Councilor Wilcox voiced concern over the Historic Landmarks Committee goals, saying they should be discussed at a future meeting.

Councilor Ahier read into record a statement on his position on government use of social media (Attached as Exhibit "A").

Mayor Lesich requested that the draft minutes from the Urban Renewal Advisory Committee be included in the agenda packet received prior to the Urban Renewal Board meeting. Mayor Lesich reported she had attended Kiwanis meetings and Kiwanis Key Club meeting as a speaker.

### **CONSENT AGENDA**

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

Items approved by Consent Agenda were: 1) approval of February 8, 2010 regular City Council meeting minutes; 2) approval of February 6, 2010 goal setting minutes; 3) Resolution No. 10-003 concurring with the Mayor's appointments to various committees; and 4) authorization for City Clerk to endorse OLCC additional privilege application for Taco Del Mar/Rivertap.

## **PUBLIC HEARINGS**

### **Public Hearing to Receive Testimony Regarding Proposed Land Use Development Ordinance (LUDO) Amendment Recommendations from the Planning Commission**

Mayor Lesich reviewed the procedures to be followed for the public hearing.

Senior Planner Gassman reviewed the staff report, noting that these are annual changes. He said economic impact was part of the next annual round of amendments to the LUDO.

Councilor Ahier commented he thought there should be some provision included in the LUDO for submittal of written testimony for land use actions in order for the Planning Commission and City Council to receive the information in a more timely manner. Ahier said it was impossible to read all the written testimony when it was arriving just before a meeting. Spatz suggested a minimum font size be established for the document. It was the consensus of the Council that no smaller than 10 point font was appropriate and customary.

### **Testimony**

Hearing no testimony the hearing was closed.

**Councilor Dick retired from the meeting at 7:25pm**

### **Council Deliberation**

Councilor Wilcox voiced his desire that the rules be consistent throughout the community for residential building.

Mayor Lesich asked if the features list from the State could be revisited regarding modular homes. Community Development Director Durow stated that the State is cautious to keep the cost of the homes down and said the State wanted jurisdictions to have affordable housing available in the community.

It was moved by Wood and seconded by Spatz to direct staff to prepare an ordinance approving amendments to the LUDO as recommended by the Planning Commission, including the addition of "font size no smaller than 10 point used in comments", based upon appropriate findings of fact and conclusions of law to be presented for adoption at a future City Council meeting. The motion passed unanimously, Dick absent.

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**ACTION ITEMS**

**Approval of TGM Grant Application for Webber Street IAMP Project**

Senior Planner Gassman reviewed the staff report.

**Councilor Dick returned to the meeting at 7:42pm**

It was moved by Wilcox and seconded by Spatz to direct staff to apply for the TGM grant for a study of the Webber Street interchange. The motion carried unanimously.

**Status of Third Street Local Improvement District Project**

City Manager Young reviewed the staff report.

It was moved by Wood and seconded by Wilcox based on these results and comments to proceed with staff recommendation to postpone the Third Street streetscape Local Improvement District project twelve months from the original schedule.

Councilor Ahier asked for clarification of the motion.

Wood withdrew the motion.

It was moved by Wood and seconded by Wilcox to direct staff to proceed with the consideration of the formation of the Third Street Local Improvement District with a one year delay from the original schedule. The motion carried unanimously.

**ADJOURNMENT**

Being no further business, the meeting adjourned at 8:12 p.m.

Submitted by/  
Izetta Grossman  
City Clerk pro-tem

SIGNED:

\_\_\_\_\_  
Nikki L. Lesich, Mayor

ATTEST:

\_\_\_\_\_  
Julie Krueger, MMC, City Clerk

# Councilor Ahier Comments

There seems to be some public misperception on where I stand regarding the government use of social media and the idea of eDemocracy or government 2.0, which is a movement to attempt to apply the integration advantages of Web 2.0 technology to the practice of government. This includes many of the efforts that the City has accomplished and our future efforts working towards the City Council's Goal #6: to provide transparent and efficient administration of city government and our Tier 1 objectives of using information technology to provide greater transparency and promote civic engagement. One year ago I wrote a guest editorial in The Dalles Chronicle on the subject. Some excerpts of what I wrote are that:

"Civic responsibility can only happen in tandem with the government's duty to operate transparently. Transparency in government increases citizen access to information and helps to facilitate their understanding of the decision making process. It helps to instill public confidence and allows the informed participation of citizens. Transparency promotes accountability and provides information to citizens about what their Government is doing.

... making information which is already available more accessible helps to provide sunlight through the window of government. As Supreme Court Justice Brandeis said, 'Sunlight is said to be the best of disinfectants.'

One of the best ways of providing transparency in government is through the use of technology. The Internet has changed the way many people obtain information and there are ways of providing a searchable database of public documents which can have a great effect on the ability of citizens to find the information they want. Publishing this data on the Internet can also provide the additional benefit of saving on printing costs and can help promote environmental sustainability by reducing paper use."

My position has not changed at all in this past year. There has been one lone councilor beating the drum for the city to use modern communication tools to engage with the community and disperse information and that is me. I believe if we want to reach the next generation of leaders in this community, we need to make the most of these technology tools, including Facebook, YouTube, Twitter and other communication platforms. I know this can give many of my colleagues here heartburn, but I would love to have video of the city's public meetings broadcast on YouTube. I would love to integrate technology, social interaction, and content creation in a robust city social media presence.

Fortunately most times, the wheels of government grind slowly so that things can be done with a thoughtful and measured approach. But let there be no doubt – despite what some may have interpreted in the media, rumors you may have heard, or what has been posted on social networking sites by people who don't even know me: I am strongly in favor of the city moving ahead in using technology to help make government a platform for innovation. You would be hard pressed to find a stronger advocate for responsible government use of social media than I, and it would also be difficult to find a more ardent free speech advocate.



**RESOLUTION NO. 10-004**

**A RESOLUTION CONCURRING WITH THE  
MAYOR'S RE-APPOINTMENTS TO THE  
URBAN RENEWAL ADVISORY COMMITTEE**

**WHEREAS**, there are expired terms on the Urban Renewal Advisory Committee; and

**WHEREAS**, Mayor Lesich has selected Dan Ericksen and Richard Elkins for re-  
appointment to the Urban Renewal Advisory Committee; and

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

Section 1. The City Council hereby concurs with the re-appointment of Dan Ericksen and  
Richard Elkins to the Urban Renewal Advisory Committee, terms to expire December 31, 2012.

Section 2. This Resolution shall be effective March 15, 2010.

**PASSED AND ADOPTED THIS 15th DAY OF MARCH, 2010**

Voting Yes, Councilors: \_\_\_\_\_  
Voting No, Councilors: \_\_\_\_\_  
Absent, Councilors: \_\_\_\_\_  
Abstaining, Councilors: \_\_\_\_\_

**AND APPROVED BY THE MAYOR THIS 15th DAY OF MARCH, 2010**

**SIGNED:**

**ATTEST:**

\_\_\_\_\_  
Nikki L. Lesich, Mayor

\_\_\_\_\_  
Julie Krueger, MMC, City Clerk





**Public Works Department - Surplus Equipment - March 2010**

Fund	Brand	Model	Serial #	City #
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**Vehicles:**

WD	1977	Fleetstar International Truck	D-1327GGB19045	02
		with National 8-ton Boom Unit, Model 4T-46	8368	
WD	1992	Dodge Model D-250 pickup & service body	1B7KE26Z6NS608757	33
WD	1984	Dodge Model D-50 pickup	JB7FK44E2EY404329	70

**Water Treatment Lab Equipment:**

WT	Orion	pH meter, Model 720		none
WT	Orion	pH meter, Model 720		none
WT	VWR	Digital thermometer, Model 100		none
WT	VWR	Digital thermometer		none
WT	Hach	Tensette pipet, Model 19700-10		none
WT	Hach	Tensette pipet, Model 19700-10		none
WT	Hach	pH probes, #44200-21 (Quantity of 2)		none
WT	YSI	Temperature probe, Model 404		none
WT	YSI	Oxygen meter, Model 57		03083
WT	Hach	pH/Fluoride meter, Model 44700		03091
WT	Hach	Turbidimeter, Model 43900		03061/0835
WT	Hach	Spectrophotometer, Model DR-3000	870101093	03073
WT	PS	Water Bath, Precision Scientific	13-AD-12	0529

**Miscellaneous Equipment:**

WWC	Bradley	Emergency eyewashes (2) - One good, one broken, plus spare parts	NA	NA



**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 #
March 15, 2010	Action Items 13, A	10-016

**TO:** Honorable Mayor and City Council

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

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

**DATE:** March 2, 2010

**ISSUE:** Adoption of General Ordinance No. 10-1303, amending certain provisions of the City's Land Use and Development Ordinance.

**RELATED CITY COUNCIL GOAL:** None.

**PREVIOUS AGENDA REPORT NUMBERS:** #10-013.

**BACKGROUND:** On February 22, 2010, the City Council conducted a public hearing to allow for public testimony and comment upon a series of proposed amendments to the City's Land Use and Development Ordinance. Following the public hearing, the Council voted to approve the proposed amendments as recommended by the City Planning Commission, with the addition of language in the section concerning the submission of e-mail messages to establish a minimum font type size for such messages. The proposed amendments are included in General Ordinance No. 10-013. Notice of the proposed adoption of the ordinance has been posted in accordance with the provisions of the City Charter, and the ordinance can be adopted by the Council by title only.

**BUDGET IMPLICATIONS:** None.

**ALTERNATIVES.**

- A. Staff Recommendation. The City Council move to adopt General Ordinance No. 10-1303 by title only.

**GENERAL ORDINANCE NO. 10-1303**

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF  
THE CITY'S LAND USE AND DEVELOPMENT  
ORDINANCE**

**(Round 4)**

**WHEREAS**, on May 11, 1998, the City Council adopted General Ordinance No. 98-1222, establishing a Land Use and Development Ordinance ("LUDO") for the City; and

**WHEREAS**, since the adoption of the LUDO, City staff has reviewed the provisions of the ordinance and made recommendations for potential amendments to the LUDO; and

**WHEREAS**, City staff presented a series of proposed amendments to the LUDO to the City Planning Commission, which held a work session on October 15, 2009, to review the proposed amendments, and two public hearings on December 17, 2009, and January 7, 2010, to receive public testimony on the proposed amendments; and

**WHEREAS**, The City Planning Commission adopted Resolution No. PC 492-10 on January 7, 2010, recommending the proposed amendments be forwarded to the City Council for their review and adoption; and

**WHEREAS**, notice of a public hearing before the City Council on February 22, 2010, was published in The Dalles Chronicle on February 10, 2010; and

**WHEREAS**, following presentation of testimony at the public hearing on February 22, 2010, the Council adopted a motion approving the proposed amendments, and directed staff to prepare an ordinance setting forth the appropriate findings of fact and conclusions of law;

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

Section 1 Statement in Support of Decision. Pursuant to Section 3.020.060(D) of General Ordinance No. 98-1222, the following statement is provided in support of the City Council's decision to approve the proposed amendments to the City's LUDO.

A) Applicable Criteria: Section 3.110.030, which sets forth the review criteria for amendments to the LUDO, provides that proposed text amendments shall be consistent with the Comprehensive Plan, and State Laws and Administrative Rules.

B) Statement of Basic and Ultimate Facts: The following summary sets forth the basic and ultimate facts, and supporting rationale, relied upon by the City Council in its decision to approve the proposed amendments:

Amendment #1 - Establishes a new definition for the term “community event” and clarifies when such events are exempt from the LUDO.

Amendment #2 - Clarifies the process for waiver of application fees for City projects on City-owned property or in the public right-of-way.

Amendments #3 and #4 - The language change reflects the actual practice of documents and evidence being submitted by the applicant.

Amendment #5 - The intent is to establish some control over the submission of e-mail comments to ensure proper accounting for the comments, and reduce the amount of time and expense the City spends upon collecting and reviewing such comments.

Amendment #6 - Codifies the current standards for the types of evidence which can be considered at a de novo hearing, consistent with current state law.

Amendment #7 - Codifies the City’s ability to defer development approval to other public entities who have primary subject matter jurisdiction for an issue, consistent with current state law.

Amendment #8 - Clarifies that improvements including a private street shall be included in any applicable performance guarantee required by an applicant.

Amendment #9 - Clarifies when a conditional use permit by itself may cause a change in any zoning or development standards.

Amendment #10 - Revises process for approval of a major modification to an approved conditional use permit.

Amendment #11 - Establishes new provision to allow a house not to face the street under certain circumstances.

Amendment #12 - Deletes reference to a footnote which is not applicable to Section 5.010.020(A).

Amendment #13 - Revises Section 5.010.070(D)(1) to be consistent with other LUDO sections for measuring height limits.

Amendments #14, #15, #16, and #18 - Establish process when applicant may be required to obtain a maintenance access easement from a neighboring property owner.

Amendment #17 - Deletes a reference to a type of use which should not be included as a permitted civic use under current state law.

Amendment #19 - Proposes option for valet style parking for certain existing lots.

Amendments #20 and #21 - Remove Community Facilities site as a permitted use, and establish such use as a conditional use.

Amendments #22, #24, #32 and #33 - Delete references to “approved trees” and incorporate the City’s recommended tree list.

Amendment #23 - Revises method for measuring height of listed items consistent with other sections in the LUDO.

Amendment #25 - Clarifies requirements for Home Businesses within residential zones.

Amendment #26 - Provides that consideration of off-site impacts generated by a home business can include excessive traffic or monopolizing available on-street parking.

Amendment #27 - Establishes requirements for obtaining an accessory dwelling in a duplex.

Amendment #28 - Allows City to require a survey in those situations where location of a property line is not obvious, and development is proposed close to the setback line.

Amendment #29 - Defines where wind energy conversion systems are prohibited.

Amendment #30 - Provides clarification for issues related to changes to structures involving damages caused by an act of God.

Amendment #31 - Establishes new provisions for Renewable Energy Systems, consistent with Policy 2 of Comprehensive Plan Goal #13, by assisting and encouraging the development of alternative sources of energy.

Amendment #34 - Renumbers section to be consistent with other LUDO provisions.

Amendment #35 - Clarifies that parking spaces in the section refer to “accessible” parking spaces.

Amendment #36 - Clarifies that the applicant has the option to request consolidation of various permit applications.

Amendment #37 - Deletes the Comprehensive Plan as an applicable review criteria for subdivision applications.

Amendment #38 - Clarifies the section is intended to apply to installation of required “Public” improvements.

Amendment #39 - Defines the term “required improvements” to include public improvements and private streets required to be installed as part of the development

Amendment #40 and #41 - Provide for the creation of new development standards for streets in residential zones, consistent with Policy 6 of Comprehensive Plan Goal #12 that street standards shall be flexible as to street trees, sidewalks, planting strips, and widths.

Amendment #42 - Establishes new provisions for removal of unauthorized signs placed in the public right-of-way.

Amendment #43 - Reduces time for correction of violations from 15 days to 10 days, to enhance enforcement efforts.

Amendment #44 - Provides for immediate enforcement in event of a previous violation of the same code provision, to enhance enforcement efforts.

Amendments #45 and #46 - Delete references to obsolete reference to sign code.

Section 2. Amendments Approved. Based upon the statement of basic and ultimate facts, and the rationale as to how those facts support the Council's decision that the proposed amendments are consistent with the City's Comprehensive Plan, and applicable provisions of state law, the following sections of General Ordinance No. 98-1222, shall be revised in the manner specified below:

Amendment #1 Amend section 2.030 by adding a new definition:

Community Event - periodic or annual special events involving community wide interest, usually sponsored by a nonprofit entity, such as but not limited to events like the Cherry Festival, Rodeo, Neon Nights, Jamming July StreetFest, sanctioned bike races, Historic The Dalles Days, parades, and circuses. Activities directly associated with Community Events are considered part of the event and not as a separate use of the property and as such are exempt from the provisions of the LUDO during the days of the event.

Amendment #2. Amend section 3.010.040(B) by adding a new sentence, after the first sentence, as follows:

The City Manager may waive application fees for City projects on City-owned property or in the public right of way without resolution or other approval of the City Council.

Amendment #3. Amend section 3.020.040(C)(2)(g) by changing the words "relied upon" in the second line to "submitted"

Amendment #4. Amend section 3.020.050(D)(4)(f) by changing the words "relied upon" in the second line to "submitted"

Amendment #5. Amend section 3.020.070(A)(4) by adding a new subparagraph (f) as follows:

Signed written comments may be submitted prior to the hearing by mail or personal delivery. Faxes and emails will only be accepted if sent to the location specified by the



Community Development Department. All comments must include the name and address of the person making the comment. Comments will not be accepted if either the name or the address is missing. Comments for a quasi-judicial hearing which are longer than one side of one page shall be accepted only by mail or in person and only if 12 copies are presented for a Planning Commission hearing and 10 copies for a hearing before the City Council. Comments must be at least equal in size to ten point type. Comments received at least five working days prior to the hearing shall be distributed to the hearing body prior to the hearing. Comments received by 5 p.m. on the day of the hearing shall be presented to the hearing body at the time of the hearing. Written and verbal comments may also be presented in person at the hearing.

Amendment #6. Amend section 3.020.080(A) by adding a new sentence as follows:

A De Novo hearing allows for the introduction of additional evidence on issues raised at a lower level and included in the notice of appeal, and for arguments or testimony based on those issues. It does not allow for new issues to be raised, nor does it allow for evidence, arguments or testimony to be presented on issues not raised in the appeal notice.

Amendment #7. Amend section 3.030.040 by adding a new paragraph (G) as follows:

Deferring Approval. For all land use actions, when another public entity has primary subject matter jurisdiction, the City may defer development approval for those subjects to the entity with the jurisdiction.

Amendment #8. Amend section 3.030.050 by adding the words "including a private street" after the words "public improvements" in line 4.

Amendment #9. Amend section 3.050.010 by adding the following words "except as allowed in Section 5.100.040," before the words in the fifth sentence "does not by itself cause a change ..."

Amendment #10. Amend section 3.050.110(C) to read:

Approval Criteria. To approve a Major Modification, the Commission shall consider the application the same as a new conditional use permit request.

Amendment #11 Amend section 3.080.020(D) by adding provisions in a new subparagraph (7) to allow a house not to face the street under certain circumstances.

1 and 2 family dwellings may qualify for a quasi-judicial adjustment exempting them from meeting the requirements of Section 5.010.050 Building Orientation. Factors to be considered include the following: lots exceeding the minimum size; difference in elevation between building site and street; slope of lot; setback from street; difficult access from the street, and other relevant factors. If approved, the Planning Commission may require additional landscaping, among other conditions, to reduce the effect on the view from the street

Amendment #12. Amend section 5.010.020(A)(2)(b) by deleting the footnote.

Amendment #13. Amend section 5.010.070(D)(1) by deleting the words “30 foot height” and replacing them with the word “allowed.”

Amendment #14. Amend section 5.010.070 by adding a new paragraph (F) as follows:

Except where buildings abut or share a common wall, when the owner of a lot or parcel proposes to locate a building with an interior yard of less than the required setback from the adjacent property line, the owner must secure and record in the office of Wasco County Clerk a maintenance access easement from the neighboring property owner adjacent to that side of the building. The easement shall provide access on the entire length of the proposed building and 5 feet beyond both ends. The easement requires a minimum of 10 foot separation between two houses on separate lots, a minimum of 8 foot separation between a house and a detached accessory building on separate lots, or a minimum of 6 foot separation between two detached accessory buildings on separate lots. The easement shall be on a form approved by the City, and be subject to payment of a fee established by City Council resolution. Applicant is responsible for recording and fees associated with recording. Applicant shall supply the City with a copy of the recorded easement.

Amendment #15. Amend section 5.020.080 by adding a new paragraph (F) as follows:

Except where buildings abut or share a common wall, when the owner of a lot or parcel proposes to locate a building with an interior yard of less than the required setback from the adjacent property line, the owner must secure and record in the office of Wasco County Clerk a maintenance access easement from the neighboring property owner adjacent to that side of the building. The easement shall provide access on the entire length of the proposed building and 5 feet beyond both ends. The easement requires a minimum of 10 foot separation between two houses on separate lots, a minimum of 8 foot separation between a house and a detached accessory building on separate lots, or a minimum of 6 foot separation between two detached accessory buildings on separate lots. The easement shall be on a form approved by the City, and be subject to payment of a fee established by City Council resolution. Applicant is responsible for recording and fees associated with recording. Applicant shall supply the City with a copy of the recorded easement.

Amendment #16. Amend section 5.030.070 by adding a new paragraph (F) as follows:

Except where buildings abut or share a common wall, when the owner of a lot or parcel proposes to locate a building with an interior yard of less than the required setback from the adjacent property line, the owner must secure and record in the office of Wasco County Clerk a maintenance access easement from the neighboring property owner adjacent to that side of the building. The easement shall provide access on the entire length of the proposed building and 5 feet beyond both ends. The easement requires a

minimum of 10 foot separation between two houses on separate lots, a minimum of 8 foot separation between a house and a detached accessory building on separate lots, or a minimum of 6 foot separation between two detached accessory buildings on separate lots. The easement shall be on a form approved by the City, and be subject to payment of a fee established by City Council resolution. Applicant is responsible for recording and fees associated with recording. Applicant shall supply the City with a copy of the recorded easement.

Amendment #17. Amend section 5.040.020(A) by deleting (4)(a), "Lodges, Fraternal and Civic Assembly", and renumbering (4)(b) to (4)(a).

Amendment #18. Amend section 5.040.070 by adding a new paragraph (F) as follows:

Except where buildings abut or share a common wall, when the owner of a lot or parcel proposes to locate a building with an interior yard of less than the required setback from the adjacent property line, the owner must secure and record in the office of Wasco County Clerk a maintenance access easement from the neighboring property owner adjacent to that side of the building. The easement shall provide access on the entire length of the proposed building and 5 feet beyond both ends. The easement requires a minimum of 10 foot separation between two houses on separate lots, a minimum of 8 foot separation between a house and a detached accessory building on separate lots, or a minimum of 6 foot separation between two detached accessory buildings on separate lots. The easement shall be on a form approved by the City, and be subject to payment of a fee established by City Council resolution. Applicant is responsible for recording and fees associated with recording. Applicant shall supply the City with a copy of the recorded easement.

Amendment #19. Amend section 5.050.080(B) to read as follows:

Parking.

1. Commercial Communication Equipment uses and other uses which the Director determines have no employees on site and are not open to the public, may be exempted from off-street parking requirements.
2. Existing lots that cannot meet dimensional standards for parking spaces can restrict the entire lot for employee only valet type parking, which do not have to meet the dimensional requirements. Employee parking only restricted lots must provide signage stating the restrictions and prohibiting parking for the general public. These lots must meet the landscaping standards in Section 7.030.040(B) or obtain approval for alternate landscaping plans as authorized in Section 7.030.040(D).
3. With the approval of the Director, up to 50% of the required parking spaces can be reserved for employee parking. These spaces must have signage specifying this restriction. Parking reserved for employees does not have to meet dimensional requirements and may be valet type parking so long as the parking does not obstruct fire lanes or emergency access or interfere with the use or development of adjoining properties. Employee parking may use an alley for

maneuvering. Employee parking spaces do not count towards the 7 space threshold that requires landscaping as contained in Section 7.030.040(B). Employee parking areas are not exempt from landscaping requirements but may qualify for the alternative landscaping provisions found in Section 7.030.040(D).

Amendment #20. Amend section 5.090.020(A) by deleting paragraph (2), "Community Facilities Sites, subject to the provisions of Section 5.100: *Community Facilities Overlay District*.", and renumbering current paragraphs (3) to (22) to new numbers (2) to (21).

Amendment #21 Amend section 5.090.030 to add new paragraph (I) as follows:

Community Facilities Sites, subject to the provisions of Section 5.100: *Community Facilities Overlay District*.

Amendment #22. Amend section 6.010.020(A) by deleting the words "Approved trees" at the beginning of the second sentence and replacing them with the following: "Trees on the recommended tree list".

Amendment #23. Amend section 6.010.050(E) Height by deleting the first two sentences and replacing them with the following sentence:

The height of hedges, fences, walls, and berms shall be measured as provided for in Section 6.070.050(B), except where used to comply with screening requirements for parking, loading, storage, and similar areas.

Amendment #24. Amend section 6.010.060(A) by deleting the words "list of appropriate street trees" and replacing them with the following, "recommended tree list".

Amendment #25. Amend section 6.020.020(A) by adding the following after the first sentence:

Home businesses are not allowed in residential zones without a Home Business Permit.

Amendment #26. Amend section 6.020.040(G) by adding the following after the words "Any activity that": "generates excessive traffic or monopolizes available on-street parking,"

Amendment #27. Amend section 6.030.030 by adding new paragraph (L) as follows:

Accessory dwellings are allowed in duplexes only with a conditional use permit.

Amendment #28. Add a new section 6.070.110:

When a building is proposed to be placed close to a required setback, or close to a property line if no setback is required, the City may require the applicant to obtain a survey to locate the property line. In determining whether a survey should be required, factors to be considered include how close the building is proposed to be to the required

line, evidence of prior surveys, other indications of the location of the property line, disputes from neighbors, and other relevant factors.

Amendment #29. Amend section 6.090(A) by adding new paragraph (5) as follows:

Wind energy conversion systems are prohibited in the CBC zone, in historic districts, and on historic structures.

Amendment #30. Amend 6.150.030 by adding the following language at the end. "See Section 10.030(A) for damage caused by an act of God."

Amendment #31. Amend Chapter 6 by adding new language as follows:

Section 6.170. Renewable Energy Systems.

- A. General. Unless otherwise specified, all applications for renewable energy systems shall be processed under the provisions of Section 3.050 Conditional Use Permit.
- B. Wind Energy Conversion Systems.
  - 1. Residential and NC Zones. Wind energy conversion systems are prohibited in residential zones and in the neighborhood center overlay district.
  - 2. Non-Residential Zones.
    - a. Wind energy conversion systems are prohibited in the CBC – Central Business Commercial zone, in historic districts, and on historic structures.
    - b. For height limitations of wind energy conversion systems refer to Section 6.090(A).

Amendment #32. Amend section 7.030.040(A)(6) by deleting the words "list of appropriate street trees" and replacing them with the following: "recommended tree list".

Amendment #33. Amend section 7.030.040(C)(2) by deleting the words "the list of acceptable parking lot trees" and replacing them with the following: "the recommended tree list".

Amendment #34. Amend section 7.030.050(1) by renumbering it to 7.030.050(A).

Amendment #35. Amend section 7.030.050(B) by adding the word "accessible" in front of the word "parking" in the first line.

Amendment #36. Amend section 8.020.010(B) by deleting the word "shall" and replacing it with the words: "may, at the request of the applicant".

Amendment #37. Amend section 9.040.040(B) by deleting "Comprehensive Plan, this and other City Ordinances" from lines 2 and 3 in the review criteria and replace it with "this Ordinance".

Amendment #38. Amend section 9.040.060(H) by adding the word "Public" before Improvements in the title.

Amendment #39. Amend section 9.040.060(H) by adding the following language after the first sentence:

For purposes of this Chapter, required improvements mean those public improvements and private streets required to be installed as part of the approval of the development.

Amendment #40. Amend section 10.060(J)(5) to read as follows:

Except for streets designated in the Transportation System Plan as local and located in residential zones, right-of-way and improvement widths and standards shall be as specified in the chart below, or as modified in subsection 6. Streets designated in the Transportation System Plan as local and located in residential zones shall meet development standards as established by City Council resolution. A copy of the latest resolution can be obtained from the Community Development Department.

Amendment #41 Delete chart for Residential Street Standards on page 10-12.

Amendment #42. Amend section 13.070.040 by renumbering paragraph (C) to (D) and adding a new paragraph (C) as follows:

- C. Removal of signs in public right-of-way or on City-owned real property. Any sign installed on or placed in the public right-of-way or on City-owned real property, except in conformance with the requirements of Chapter 13, may be removed and immediately confiscated without prior notice to the owner of the sign.
1. For purposes of administering the provisions of this Section, the City Manager shall appoint appropriate staff persons.
  2. The City shall store any sign confiscated by the authorized staff person for a period of thirty (30) days from the time the person responsible for the sign is notified as provided in subsection 3. The City shall continue to store such sign for any additional period during which an appeal is pending before the Municipal Court, or any appeal is filed concerning a decision of the Municipal Court.
  3. If a telephone number or address of the owner of the sign, the person responsible for the sign, or the person or business that is the subject of the communication, is visible on the sign or the text of the sign, the City shall contact said person or business by telephone or by mail (based on the manner of contact stated on the sign), and advise that the City believes the following:
    - a. The sign was found in a location which the City believes to be public right-of-way or City-owned real property; and
    - b. That no permit was issued for placement of the sign in said location, and that the sign is not otherwise lawfully permitted to be in said location.
  4. The communication shall advise said person or business that the City has confiscated the sign and shall destroy the sign after thirty (30) days from

the time the person responsible for the sign is notified, unless either the sign is claimed and the fee to retrieve the impounded sign is paid in full, or a request for a hearing has been made to the Director of the Community Development Department. Such a request for a hearing must be made within five (5) calendar days of the date of communication by telephone, or the date that notice of impoundment was mailed as evidenced by the postmark, not including Saturdays, Sundays, or holidays.

5. If no telephone number or mailing address is stated for the owner of the sign on the sign itself, the City shall retain the sign for a period of fifteen (15) days to permit the sign owner to ascertain that the sign has been removed and to file a request for a hearing, or arrange for payment of the fee to retrieve the impounded sign. If a sign has not been reclaimed within the fifteen (15) day period established in this section, the sign may be disposed of by an authorized person.
6. When a timely request for a hearing is made, the hearing shall be set in the Municipal Court for four (4) calendar days after the request is received, excluding Saturdays, Sundays and holidays, but may be postponed at the request of the person asking for the hearing. The Municipal Judge shall determine whether the impoundment of the sign was improper.
  - a. A prima facie violation of this section shall be met if it is shown that the sign was located in a public right-of-way or on City-owned real property, and that the sign owner was not a public entity authorized to install and maintain public signs within the public right-of-way. The sign owner may rebut the prima facie showing of a violation by showing the sign was lawfully permitted within the public right-of-way or upon City-owned real property, or that the law does not require the sign owner to obtain a permit under Chapter 13 to place a sign within the public right-of-way or upon City-owned real property.
  - b. If the Municipal Judge determines that the sign was not lawfully placed upon the public right-of-way or on City-owned real property, then, following any applicable appeal or review period, unless the sign has been retrieved from impoundment by payment of the applicable fee set forth in Section 7, the sign shall be destroyed in such manner as the Municipal Judge deems appropriate.
7. In order to retrieve an impounded sign, the owner of the sign shall pay the applicable fee to retrieve the sign from impoundment.
  - a. The fee to retrieve an impounded sign for a first violation of this section shall be Ten Dollars (\$10.00). The fee to retrieve an impounded sign for a second violation of this section shall be Fifty Dollars (\$50.00). The fee to retrieve an impounded sign for a third violation of this section shall be One Hundred Dollars (\$100.00). For each subsequent violation of this section, the fee to retrieve an impounded sign shall be One Hundred Dollars (\$100.00). For purposes of this section, the number of offenses shall be calculated based upon the number of violations attributable to the owner(s) of the sign, who has violated the provisions of this section.

- b. Any sign which has been impounded and is not reclaimed within thirty (30) days from the date of notification of impoundment as provided for in Section 13.070.040(C)(3) may be disposed of by the authorized person.

Amendment #43. Amend section 15.070(C) by deleting the number "15" and replacing it with the number "10".

Amendment #44. Amend section 15.070(C) by adding new language at the end of the paragraph as follows:

Immediate enforcement is allowed when the person responsible for the violation has committed a violation of the same code provision within the prior two years.

Amendment #45. Amend section 15.090(A) by deleting the following: (Sign Code violations are addressed in General Ordinance No. 92-1153).

Amendment #46. Amend section 15.090(B) by deleting the following: (Sign Code violations are addressed in General Ordinance No. 92-1153).

**PASSED AND ADOPTED THIS 15<sup>TH</sup> DAY OF MARCH, 2010.**

Voting Yes, Councilors: \_\_\_\_\_  
Voting No, Councilors: \_\_\_\_\_  
Absent, Councilors: \_\_\_\_\_  
Abstaining, Councilors: \_\_\_\_\_

**AND APPROVED BY THE MAYOR THIS 15<sup>TH</sup> DAY OF MARCH, 2010.**

\_\_\_\_\_  
Nikki L. Lesich, Mayor

Attest:

\_\_\_\_\_  
Julie Krueger, MMC, City Clerk



**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 #
March 2, 2010	Action Items 13, B	#10-017

**TO:** Honorable Mayor and City Council**FROM:** Gene E. Parker, City Attorney *GP***THRU:** Nolan K. Young, City Manager *NKY***DATE:** March 2, 2010**ISSUE:** Approval of ground lease with Juniper Investments, Inc. for construction of a commercial building at the Columbia Gorge Regional Airport**RELATED CITY COUNCIL GOAL:** None.**PREVIOUS AGENDA REPORT NUMBERS:** None.

**BACKGROUND:** On February 26, 2010, the Regional Airport Board approved the plans submitted by Juniper Investments, Inc. for the construction of a commercial building to be located at the Columbia Gorge Regional Airport. The Airport Board is recommending the City Council and Klickitat County approve a Ground Lease with Juniper Investments, Inc. for the rental of 7,582 square feet upon which the building will be located. It is anticipated that the commercial building will be leased to Skyline Hospital.

The Airport Board is recommending the City Council and Klickitat County approve a Ground Lease which is similar in terms to the Ground Lease that was approved with GRAI for the construction of an aircraft hangar. Under the proposed lease with Juniper Investments, the initial lease term is for 20 years; and there is an option for two renewal terms of five years each. The base rent during the first five year period of the lease is calculated at the rate of 23 cents per square foot which results in an annual rent of \$1,743.86. The lease provides for an increase in the rental amount on every five year anniversary of the commencement date based upon the

Consumer Price Index for the Portland Vancouver metropolitan area for each year of the previous five year period, with a provision that the increase in any five year period cannot be increased more than 15% of the annual base rent paid during the preceding five year period. If the lease is terminated early, or if the lease is terminated in thirty years after the expiration of the two renewal terms, the ownership of the commercial building will be transferred to the City and Klickitat County.

**BUDGET IMPLICATIONS:** Approval of the Ground Lease will result in initial annual rent to the City and Klickitat County of \$1,743.86.

**ALTERNATIVES:**

- A. **Staff Recommendation.** Move to authorize the City Manager, City Attorney and City Clerk to execute the Ground Lease between the City of The Dalles and Klickitat County and Juniper Investments, Inc.
- B. Suggest revisions for the proposed Ground Lease to be presented to Klickitat County and Juniper Investments, Inc. for their review.
- C. Decline to authorize the City Manager and other City staff to execute the proposed Ground Lease with Juniper Investments, Inc.

GROUND LEASE

between  
CITY OF THE DALLES & KLIKITAT COUNTY  
and  
JUNIPER INVESTMENTS, INC.

WHEREAS, the City of The Dalles, a municipal corporation of the State of Oregon, and Klickitat County, a municipal corporation of the State of Washington, hereinafter jointly referred to as Landlord, are the joint owners and operators of the Columbia Gorge Regional Airport located in Dallesport, Washington; and

WHEREAS, Juniper Investments, Inc., hereinafter referred to as Tenant, desires to enter into an agreement with Landlord for the lease of property located at the Columbia Gorge Regional Airport, upon which Tenant proposes to construct a commercial building at the Tenant's sole cost and expense; and

WHEREAS, under the proposed Ground Lease, during construction of the building and upon completion of construction, ownership of the building shall belong to the Tenant; and

WHEREAS, Landlord shall not be a party to any sublease of the building entered into between the Tenant and Tenant's subtenants;

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

SECTION 1 LEASED PREMISES. For and in consideration of the rent and faithful performance by Tenant of the terms and conditions and the mutual covenants

hereof, Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord, subject to all easements and encumbrances of record, including any conditions, covenants, and restrictions (CC&R's) which are duly recorded, that parcel of real property described in Exhibit "A" of approximately 7,582 square feet leased space. The building is to be constructed on the portion of Lot 1 shown on the Preliminary Binding Site Plan No. BSP2010-B shown on Exhibit "A". Tenant has inspected the property described in Exhibit "A" and accepts the property as-is, finding it suitable for Tenant's intended use - constructing and maintaining a commercial building.

SECTION 2. TERM. This lease shall be for a term of twenty (20) years, and shall commence May 1, 2010, and shall end at midnight on April 30, 2030, unless sooner terminated as provided in this Lease, or unless the term is renewed as provided in this Lease. This Lease may be renewed by the Tenant for two (2) additional terms of five (5) years each, provided Tenant gives notice of its desire to renew in writing to Landlord by the later of the following dates: by no later than three hundred sixty-five (365) days prior to the expiration of the initial twenty (20) year term, or by no later than one hundred twenty (120) days after the Landlord has given written notice to Tenant that the Lease will expire unless it has been renewed for an additional five (5) year term; and by no later than three hundred sixty-five (365) days prior to the expiration of the first additional five (5) year term, or by no later than one hundred twenty (120) days after the Landlord has given written notice to Tenant that the Lease will expire unless it has been renewed for a second five (5) year term; and provided further that Tenant is not in default at the time any notice is given under this Section. All of the provisions in the Lease for the initial

twenty (20) year term shall apply to the additional five (5) year renewal terms, including the provision for rental increases as set forth in Section 3.2. May 1, 2010 shall hereinafter be referred to as the "Commencement Date" of this Lease.

SECTION 3. RENT. Tenant shall pay Landlord rent for use of the Leased Premises during the term of this Lease in accordance with the following provisions.

3.1 Base Rent. For the first five (5) years of the Lease, for the period from the 1<sup>st</sup> day of May 1, 2010, until the 1<sup>st</sup> day of May, 2015, the Tenant shall pay rent at the rate of \$0.23 per square foot of real property. The property is composed of 7,582 square feet. Therefore, the base rent shall be \$1,743.86 per year. The rent shall be paid in monthly installments of \$145.32 with the first payment due on May 1, 2010, with a like payment on the first day of each month thereafter.

3.2 Future Rental Periods. On every five (5) year anniversary of the Commencement Date of this Lease, the amount of rent to be paid for the following successive five (5) year period shall be increased in the amount of increase of the Consumer Price Index for the Portland Vancouver metropolitan area for each year of the previous five (5) year rental period, with the provision that the annual base rental paid during any five (5) year period shall not be increased more than fifteen percent (15%) of the annual base rental paid during the preceding five (5) year period. For example, the annual base rental for the period from the 1<sup>st</sup> day of May, 2015, until the 1<sup>st</sup> day of May, 2020, shall not exceed the sum of \$1,770.02. Landlord shall

provide advance notice of not less than ninety (90) days to Tenant of any intended increase in the rental amount; provided, that failure by Landlord to provide such notice shall not constitute a waiver of the right to increase the rental amount for any particular five (5) year period during which the rental amount is subject to an increase.

SECTION 4. USE OF THE PREMISES. Tenant may use the Leased Premises for the purpose of constructing a commercial building which is anticipated to be leased to Skyline Hospital, located in White Salmon, Washington.

SECTION 5. REPAIRS, MAINTENANCE, INSPECTION AND IMPROVEMENTS.

- 5.1 Repairs. Tenant shall have the total responsibility for all repairs and maintenance required to keep the Leased Premises, including, but not limited to, the commercial building, in good repair.
- 5.2 Inspection of Premises. Landlord shall have the right to inspect the Leased Premises at any reasonable time or times to determine the necessity of repair.
- 5.3 Improvements. Tenant shall construct at Tenant's sole expense a commercial building described as \_\_\_\_\_
- Prior to construction of the commercial building, Tenant shall submit the plans and specifications to the Columbia Gorge Regional Airport Board (the "Board"), seeking the Board's approval. The Board shall review the plans and specifications submitted by Tenant for the purposes of overseeing Tenant's compliance with the terms of this Lease and the airport rules

adopted by the Board. Tenant shall comply with and obtain all approvals required under Klickitat County's land use regulations prior to submitting the plans and specifications to the Board. Within seven (7) days of submittal, the Board shall notify Tenant of its approval or disapproval. If disapproved, the Board shall also provide Tenant with the reason for such disapproval. Once approved by the Board, the plans and specifications shall either be attached to this Lease as Exhibit "B" or identified in such exhibit by date and name of the architect or engineer who prepared them. Construction shall be completed within twelve (12) months from the Commencement Date.

SECTION 6. ALTERATIONS AND ADDITIONS. Tenant shall not make any material external alterations to, or erect any additional structures or make any material improvements on the Leased Premises without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any external alteration or addition approved by Landlord shall be constructed at the sole expense of Tenant. Upon approval by Landlord of any such alteration or addition, Landlord shall notify Tenant whether such alterations made shall remain on the Leased Premises and be acquired by Landlord or be removed from the Leased Premises by Tenant at its sole cost and expense upon expiration or earlier termination of this Lease. If Landlord elects to require Tenant to remove any alterations, Tenant at its sole cost, shall remove such alterations and restore the Leased Premises to the conditions existing immediately prior to the addition of such alteration (reasonable wear and tear excepted) on or before the last day of the term of this Lease.

## SECTION 7. INSURANCE.

- 7.1 Tenant shall keep the Leased Premises and all improvements thereon insured at Tenant's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Insurance shall be on a replacement cost basis to the full insurable value of the improvement. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended endorsement if such insurance was obtainable at the time of such loss or damage.
- 7.2 Liability Insurance. Before going into possession of the Leased Premises, Tenant shall procure and shall continue during the term of this Lease, to carry public liability and property damage insurance which shall cover all risks arising directly or indirectly out of its activities on or any condition of the Leased Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. The policy limits shall not be less than \$1,000,000 on a combined single limit basis. Landlord and the Columbia Gorge Regional Airport Board shall be named as additional insureds on said policy. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property. Failure of Tenant to maintain an approved insurance policy shall constitute a default under this Lease.



7.3 Every five (5) years on the anniversary date of the Commencement Date, during which the term of the Lease remains in effect, including the two (2) five year additional terms if the Lease is renewed, Landlord and Tenant shall review the amount of coverage for public liability and property damage insurance to be maintained by Tenant, to ensure the amount of coverage is equivalent in value to \$1,000,000 measured in 2010 dollars. At any time during any of these five (5) year review periods, if Tenant fails to provide proof of increased coverage in an amount which Landlord and Tenant have mutually agreed is necessary, Landlord may terminate this Lease under the provisions of Section 12.

7.4 Any subleases of the Leased Premises entered into by Tenant with a subtenant shall provide that liability insurance policies obtained by the subtenants shall name the Landlord and the Columbia Gorge Regional Airport Board as additional insureds under the policies.

#### SECTION 8. TAXES; UTILITIES.

8.1 Taxes. Tenant shall pay as due all taxes, personal and property, assessments, license fees, and other charges which are levied and assessed upon Tenant's interests in the Leased Premises, by any legally authorized governmental authority. Tenant is responsible for real property taxes imposed by Klickitat County upon the Leased Premises which reflect the property's pro-rata share of the real property taxes imposed by Klickitat County upon the Airport property.

8.2 Utility Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation and maintenance of the Leased Premises, including, but not limited to, water, gas, electricity, sewage disposal and power.

8.3 Installation of Utilities. Tenant acknowledges that the Leased Premises are currently vacant and unimproved, and that Tenant shall be responsible for the costs of connecting all necessary utilities from the location to which the utilities are currently stubbed, to provide services to the commercial building which Tenant shall construct. Tenant shall also be responsible for the costs of any required relocation of the utilities during the term of this Lease.

SECTION 9. INDEMNIFICATION. Tenant shall indemnify, defend, save, protect, and hold harmless the Landlord, its officers, agents and employees from any claim, loss or liability, including reasonable attorneys' fees, arising out of or related to any activity of Tenant on the Leased Premises or any condition of the Leased Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury to Tenant for any injury, loss, or damage caused by third parties or by any condition of the Leased Premises, except to the extent caused by Landlord's negligence or breach of duty under this Lease.

SECTION 10. ASSIGNMENT. Tenant shall not assign, sell or transfer its interest in this Lease without having first obtained the express written consent of the Landlord, which consent shall not be unreasonably withheld by Landlord; provided,

however, that as conditions to any consent to any assignment, sale or transfer (collectively "transfer"), Landlord may require the following: (i) financial statements, credit reports, or other such information about an assignee as Landlord may deem reasonably necessary to ascertain transferee's ability to satisfy its financial and other obligations under this Lease; (ii) that Tenant and transferee enter into Landlord's then current form of ground lease or an amendment of this Lease; (iii) an environmental assessment of the Leased Premises, at Tenant's expense; and/or (iv) that any agreement between Tenant and the transferee does not include any payment or compensation to Tenant other than transferee's agreement to pay the then current rental rate due and perform all obligations of Tenant required under this Lease. Landlord's consent to an assignment of this Lease shall not be construed to release or discharge Tenant of its obligations and liabilities under this Lease. In the event Tenant shall attempt to assign, sell or transfer its interest in this Lease or any part hereof, without having first obtained the express written consent of Landlord, this Lease shall be null and void and Landlord shall have an immediate right of entry.

SECTION 11. DEFAULT. The following shall be events of default:

- 11.1 Default in Rent. Failure of Tenant to pay any rent or other charge within ten (10) days after it is due.
- 11.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord.

11.3 Insolvency of Tenant; assignment by Tenant for the benefit of creditors; filing by Tenant of a voluntary petition in bankruptcy; adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; failure of Tenant to secure dismissal of an involuntary petition of bankruptcy within thirty (30) days after filing; and attachment of or levying of execution on the leasehold interest of Tenant.

## SECTION 12. REMEDIES ON DEFAULT.

12.1 Termination. In the event of a default the Lease may be terminated by Landlord upon written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default. Landlord may reenter, take possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

12.2 Disposition of Commercial Building. At the time of termination of the Lease under this Section, ownership of the commercial building shall be transferred to Landlord.

12.3 Reletting. Following reentry or abandonment, Landlord may relet the Leased Premises and in that connection may make any suitable alterations or refurbish the Leased Premises, or both. Landlord may relet the Leased Premises for a term longer or shorter than the term of this Lease, upon any

reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions.

12.4 Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date, of any future rent or until the date fixed for expiration of the Lease term, the following damages:

12.4.1 The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

12.4.2 The reasonable costs of reentry and reletting including without limitation, the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, remodeling or repairs costs, attorney's fees, court costs, recording costs, broker commission and advertising costs.

12.5 Late Fee. In the event Landlord fails to receive rent, or any other payment required by this Lease, within ten (10) days after the due date, Tenant shall pay to Landlord a late charge of five percent (5%) of the payment amount. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

12.5 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

SECTION 13. SURRENDER AT EXPIRATION. At the time of expiration, cancellation, or earlier termination of this Lease, ownership of the commercial building shall be transferred to Landlord.

13.1 Tenant's Personal Property. Title to personal property belonging to Tenant shall at all times during the term of this Lease remain in Tenant, and Tenant shall have the right at any time to remove any or all personal property of every kind and nature whatsoever which Tenant may have placed, affixed, or installed upon the Leased Premises, provided that upon Tenant's removal of such personal property, Tenant restores the Leased Premises to its original condition. Tenant shall have the right to remove same provided that upon any such removal, Tenant shall repair, at its own expense, any damages resulting therefrom and leave the Leased Premises in a clean and neat condition, with all other improvements in place.

13.2 Holdover. In the event Tenant shall remain in possession of the Leased Premises herein leased after the expiration, cancellation or earlier termination of this Lease, such holding over shall not be deemed to operate as renewal or extension of this Lease, but shall only create a tenancy from month to month which may be terminated at any time by Landlord on thirty (30) days written notice. The amount of monthly rent paid during any

holdover tenancy shall be increased by ten percent (10%) over the monthly amount Tenant was paying prior to creation of the holdover tenancy.

SECTION 14. MISCELLANEOUS.

- 14.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 14.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.
- 14.3 Notices. All notices or other communications required or permitted under this Lease shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three (3) days after deposit in the United States mail, or, (c) sent by fax, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation.
- 14.4 Interest on Rent and Other Charges. Any rent or other payments required of Tenant by this Lease shall, if not paid within ten (10) days after it is due,

bear interest at the rate of twelve percent (12%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. This is in addition to the five percent (5%) "late fee."

14.5 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

14.6 Damage or Destruction by Fire or Other Casualty. If the building is damaged or destroyed and Tenant elects to repair the building, then Tenant shall promptly do whatever is necessary to repair, rebuild or restore the building to the condition allowed under this Lease. Any insurance proceeds must be used to restore the Leased Premises, including any improvements, at Landlord's election. If the Leased Premises are not repaired then Tenant shall promptly remove whatever is left of the building and other improvements and all debris and shall restore the Leased Premises to Landlord's satisfaction.

14.7 Aircraft Use and Development. Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires of Tenant and without interference. Landlord reserves the right, but shall not be obligated to Tenant to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard. This Lease shall be subordinate to the provisions and requirements



of any existing or future Lease between the Landlord and the United States, relative to the development, operation, and maintenance of the Airport. There is hereby reserved to the Landlord, and its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. Any physical taking of the Leased Premises for use by the Landlord, other than as provided herein, shall be considered a taking pursuant to the governmental power of eminent domain.

Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulation in the event future construction of a building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure located upon the Leased Premises. Tenant agrees that it will not erect or permit the erection of any structure or object, nor permit the growth of any tree on the Leased Premises to exceed the established height contours. In the event of a breach of the foregoing covenants, Landlord reserves the right to enter upon the Leased Premises and remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. Tenant agrees it will not make

use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event of a breach of the foregoing covenant, Landlord reserves the right to enter on the Leased Premises and cause the abatement of such interference at the Tenant's expense. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349a). This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during the time of war or national emergency.

- 14.8 Mechanic's and Materialman's Liens. Neither Landlord or Tenant shall permit any mechanic's, materialman's, or other lien against the Leased Premises or the property of which the Leased Premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien shall be filed against the Leased Premises or property of which the Leased Premises forms a part, the party charged with causing the lien will cause the same to be discharged; provided, however, that either party may contest any such lien, so long as the enforcement thereof is stayed.

14.9 Savings Clause. In the event that any part of this Lease or application thereof shall be determined to be invalid by a court of competent jurisdiction, such findings shall have no effect on the remaining portions of this Lease.

14.10 Written Lease. Neither party has relied upon any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. This Lease may be modified only in writing signed by both parties.

14.11 Parties Bound. The covenants herein contained shall, subject to the provisions as to assignment and transfer, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

14.12 Section Captions. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

SECTION 15. NON-DISCRIMINATION. The Tenant for itself, its heirs, successors and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of

similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Tenant, for itself, its heirs, successors and assigns, as part of the consideration hereof, does covenant and agree that: 1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities, 2) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and 3) that the Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Sub-Title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of a breach of any of the above non-discrimination covenants, Landlord shall have the right to terminate this Lease and re-enter and repossess said Leased Premises and the facilities thereon, and hold the same as if said Lease had never

been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

SECTION 16. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Washington, and any litigation arising from the Lease shall be filed in Klickitat County Superior Court; provided that laws applicable to governmental entities under Oregon law, including but not limited to the Oregon Tort Claims Act and Article IX, Sections 5, 7, and 10 of the Oregon Constitution, shall apply to the City. Further, Tenant shall comply with all federal, state, and local laws applicable to the Columbia Gorge Regional Airport, and to the Tenant's use and occupancy of the Leased Premises, including rules adopted by the Columbia Gorge Regional Airport Board and Klickitat County's land use regulations.

SECTION 17. PAYMENTS. Please make payment checks to the City of The Dalles and mail Lease payments to the below:

City of The Dalles  
Finance Department  
313 Court Street  
The Dalles, Oregon 97058

SECTION 18. NOTICES AND COMMUNICATIONS. All notices and communications may be served by enclosing the notice in a sealed envelope and deposited in the United States Post Office as certified mail and received by the authorized party below:

Landlord: City of The Dalles  
City Manager  
313 Court Street  
The Dalles, Oregon 97058

Klickitat County  
127 West Court Street  
MS-CH-26  
Goldendale, Washington 98620

Tenant: Kent Smith, President  
Juniper Investments, Inc.  
1733 NE Pinewood Drive  
Bend, Oregon 97701

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

LANDLORD

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

KLICKITAT COUNTY  
BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Nolan K. Young, City Manager

\_\_\_\_\_  
Chairman

ATTEST

\_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Julie Krueger, City Clerk, CMC/A&E

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM

ATTEST

By \_\_\_\_\_  
Gene Parker, City Attorney

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM

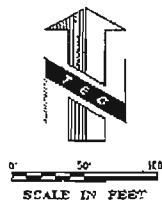
\_\_\_\_\_  
Prosecuting Attorney

TENANT

JUNIPER INVESTMENTS, INC.

By \_\_\_\_\_  
Kent Smith, President

PRELIMINARY  
**"BINDING SITE PLAN NO. BSP2010-B"**  
 IN SECTIONS 26, 27, 28, 33, 34 AND 35,  
 TOWNSHIP 2 NORTH, RANGE 13 EAST, W.M.  
 DALLESPORT, KLICKITAT COUNTY, WASHINGTON



CURVE	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C72	84°133'	780.00'	116.34'	80.28'	S73°57'25"W	118.22'
C73	114°143'	780.00'	180.23'	79.83'	S24°10'00"W	158.35'
C74	8°29'05"	780.00'	47.44'	23.73'	N88°10'27"W	47.44'

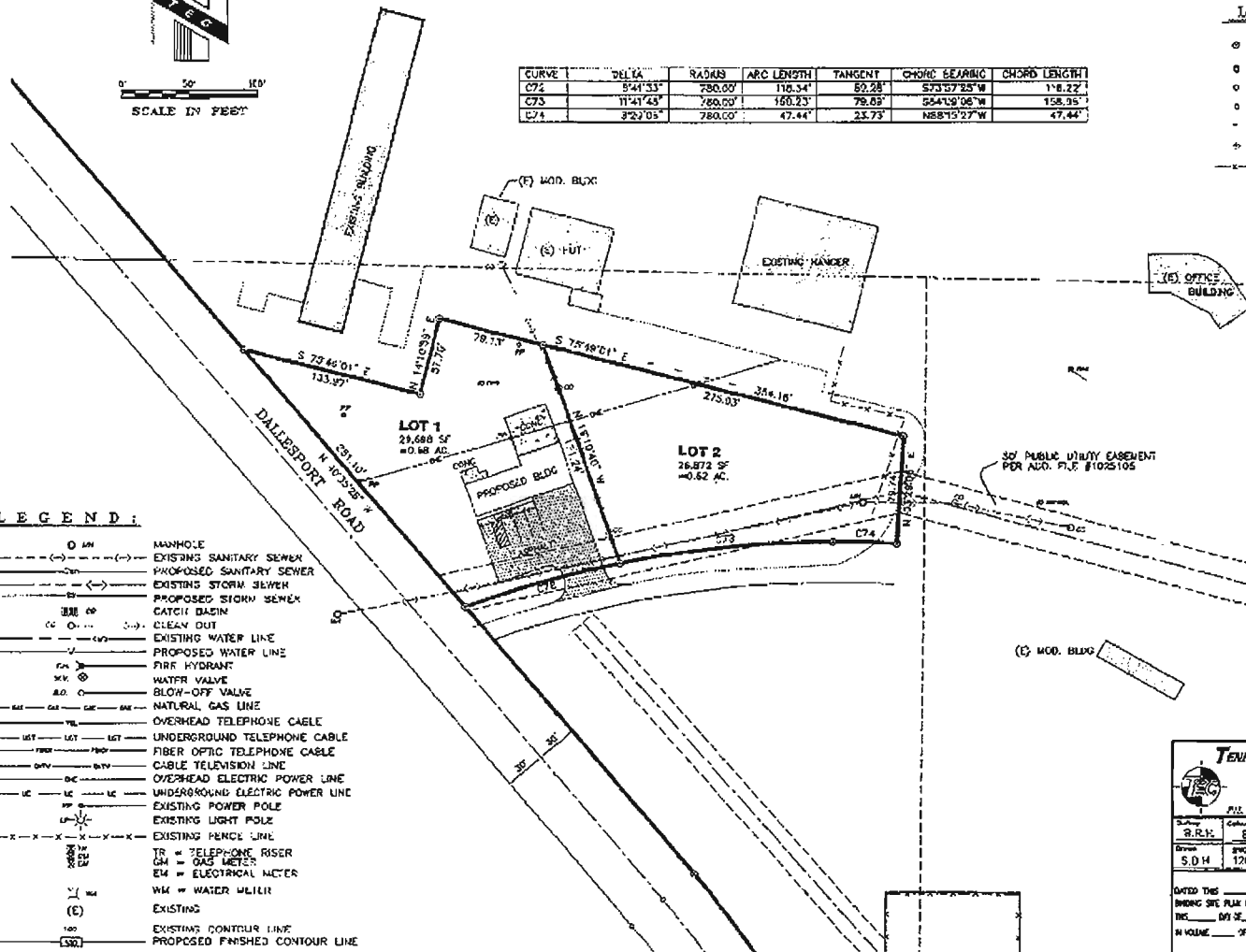
**LEGEND:**

- ⊙ SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, TO BE SET TO PLS 300921
- ⊙ FOUND MONUMENTS, AS NOTED.
- ⊙ CALCULATED CORNERS, NOT SET.
- ⊙ SL1 PUS & TACK.
- SET P.K. NAIL OR AS NOTED.
- + SET BRASS SCREW AND WASHER, PLS #35092
- EXISTING FENCE LINE.

**LEGEND:**

- MM MANHOLE
- (---) EXISTING SANITARY SEWER
- (---) PROPOSED SANITARY SEWER
- (---) EXISTING STORM SEWER
- (---) PROPOSED STORM SEWER
- (---) CATCH BASIN
- (---) CLEAN OUT
- (---) EXISTING WATER LINE
- (---) PROPOSED WATER LINE
- (---) FIRE HYDRANT
- (---) WATER VALVE
- (---) BLOW-OFF VALVE
- (---) NATURAL GAS LINE
- (---) OVERHEAD TELEPHONE CABLE
- (---) UNDERGROUND TELEPHONE CABLE
- (---) FIBER OPTIC TELEPHONE CABLE
- (---) CABLE TELEVISION LINE
- (---) OVERHEAD ELECTRIC POWER LINE
- (---) UNDERGROUND ELECTRIC POWER LINE
- (---) EXISTING POWER POLE
- (---) EXISTING LIGHT POLE
- (---) EXISTING FENCE LINE
- TR = TELEPHONE RISER
- GM = GAS METER
- EW = ELECTRICAL METER
- WM = WATER METER
- (E) EXISTING
- EXISTING CONTOUR LINE
- PROPOSED FINISHED CONTOUR LINE

NOTE: ALL OTHERS AS NOTED ON PLAN



FOR REVIEW ONLY



OFFICE COPY

<b>TENNESON ENGINEERING CORP.</b> CONSULTING ENGINEERS 3813 N. 2nd STREET, SUITE 100 THE DALLES, OREGON 97068 TEL 541-326-8177 FAX 541-326-8889			
By: <b>R.R.M.</b>	Checked: <b>B.B.S.</b>	Date: <b>2/25/2012</b>	Scale: <b>1"=50'</b>
Drawn: <b>S.D.H.</b>	Sheet No: <b>12684mp</b>	Sheet: <b>12692</b>	Sheet: <b>2 of 2</b>
DATED THIS _____ DAY OF _____, 20____ BINDING SITE PLAN FILED FOR RECORD AT THE REQUEST OF BENJAMIN B. BESSIE THIS _____ DAY OF _____, 20____, AND RECORDED IN VOLUME _____ OF BINDING SITE PLANS, PAGE _____, RECORDS OF KLICKITAT COUNTY.			
CLERK OF COUNTY AUDITOR		NOTAR 30.	

Exhibit "A"







## 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 #
March 15, 2010	Action Items 13, C	#10-018

**TO:** Mayor and City Council

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

**DATE:** March 2, 2010

**ISSUE:** Resolution No. 10-005 Authorizing Execution of Application forms and other Documents for Economic Development Administration Grant for Rehabilitation of Community Marine Terminal

**BACKGROUND:** The City had applied for a \$2million grant from the US Economic Development Administration (EDA) to be combined with Urban Renewal Funds for the rehabilitation of the Marine Terminal at the end of Union Street. This project is part of the Downtown Riverfront Connection Project. Attached is a letter from the EDA where we received a formal invitation to submit additional documents to the EDA for review and processing. This was based on their determination that our grant application merited further consideration.

One of the determinations that the EDA made was that because the location of the marine terminal is partially on property leased from the Port of The Dalles, the Port would need to be a co-applicant. Attached is a Joint Applicant agreement in the form desired by the EDA. This information has been submitted to the Port for consideration. The document we are submitting to you has not yet been reviewed by Port legal counsel, but has been reviewed by the City Attorney. The Port will be meeting on this issue on March 4<sup>th</sup>. We will notify the Council as to what action they take.

The EDA is also requiring that authorization to sign this Joint Applicant agreement and other documents associated with final application and award of the grant be authorized by a resolution. Resolution 10-005 accomplishes this task.

**BUDGET IMPLICATIONS:** If the grant is awarded the City will receive \$2 million for construction of the Marine Terminal. In addition, \$2 million in Urban Renewal Funds has been pledged to the project. We also have submitted a Grant application to the Connect Oregon III program. The project includes in addition to the Marine Terminal, restrooms and parking associate with the festival area off of Union Street between the railroad and I-84.

**COUNCIL ALTERNATIVES:**

1. Staff recommendation: Adopt Resolution No. 10-005 Authorizing Execution of Application forms and other Documents for Economic Development Administration Grant for Rehabilitation of Community Marine Terminal.
2. Postpone this issue to allow for further research.
3. Decline to adopt this resolution, cease pursuit of this grant, and identify other funding for the project.

FEB 25 2010



**U. S. DEPARTMENT OF COMMERCE**

Economic Development Administration  
915 Second Avenue, Room 1890  
Seattle, WA 98174  
Fax: 206.220.7669  
Voice: 206.220.7660

Phone: (206) 220-7667

Mr. Nolan Young  
City Manager  
City of the Dalles  
313 Court Street  
The Dalles, Oregon 97058

Ms. Andrea Klaas  
Executive Director  
Port of the Dalles  
3636 Klindt Drive  
The Dalles, Oregon 97058

Dear Mr. Young and Ms. Klaas:

The Economic Development Administration (EDA) is pleased to inform the City of the Dalles and the Port of the Dalles that your joint application for a public works investment merits further consideration. Therefore, this letter is a formal invitation to submit additional documents to EDA for review and processing. The application is authorized under Title II, Section 201 of the Public Works and Economic Development Act, as amended by the Economic Development Administration Reauthorization Act of 2004, Public Law 108-373. This grant would assist the funding of your project to construct improvements to replace an existing marine terminal, provide adjacent supporting infrastructure, a gib crane, and gangway. The project site is located in The Dalles, Wasco County, Oregon.

The EDA grant request is \$2,000,000, which is 50 percent of the total estimated project cost of \$4,000,000. During EDA's processing of the application, the City, the lead applicant, must provide a marketing plan for the terminal and a plan to track the jobs and private investment that result from usage of the terminal by businesses. The jobs created and private investment would be reported the third, sixth, and ninth year from the date of the grant award.

Other documents to support the previously submitted application will be e-mailed to you for completion and submittal to EDA. Your Project Officer, JoAnn Smith, will do a preliminary review of the application that has been submitted and advise you by e-mail of any deficiencies. Updated documents are due **on or before March 15, 2010**, and should be submitted to Ms. Smith at the above address. If there is a delay in submitting any documents, please list the missing documents in your e-mail response. Also copies of the Environmental Narrative and M3 Engineering Report, responses to items 1 – 20 and 1 - 8, respectively, should be e-mailed to Ms. Smith at [jsmith33@eda.doc.gov](mailto:jsmith33@eda.doc.gov). You also may reach Ms. Smith at (206) 220-7689 to answer your questions. Your Economic Development Representative (EDR), David Porter, also is available to answer any questions and may be contacted at (503) 326-3078 or by e-mail at [dporter@eda.doc.gov](mailto:dporter@eda.doc.gov).

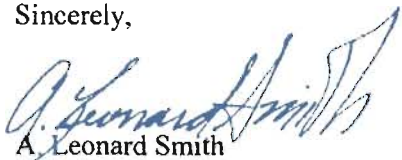
Mr. Nolan Young/Ms. Andrea Klaas  
City of the Dalles/Port of the Dalles

Page 2

The Seattle Regional Office has limited annual authority to invite public works grant applications. If clearing deficiencies takes an unusual amount of time or the applicant is non-responsive to questions, EDA will suspend processing of your project proposal. Subsequently the application may be officially denied and returned to you if deficiencies persist.

This invitation to submit an application is by no means an indication that EDA will approve your application. Such approval is contingent upon many factors, including, but not limited to, the availability of funding for FY 2010, and meeting all appropriate statutory, regulatory and policy requirements.

Sincerely,



A. Leonard Smith  
Regional Director

Copy: David Porter, EDR

## **CO-APPLICANT AGREEMENT FOR EDA ASSISTANCE**

This agreement is made and entered into on the \_\_\_\_ day of March 2010, by and between the City of The Dalles, (City) a municipal corporation of the State of Oregon, and the Port of The Dalles (Port) a municipal corporation of the State of Oregon.

WHEREAS, the City desires to rehabilitate a community marine terminal at the end of Union Street on the Columbia River; and

WHEREAS, the Port owns a parcel of land at the end of Union Street and West First Street that it has leased to the City for this purpose (Lease attached as Exhibit A); and

WHEREAS, the City has applied for an Economic Development Administration (EDA) grant to partially fund this project; and

WHEREAS, the EDA desires that all parties having ownership of the site and involvement in the project be co-applicants of the grant;

THEREFORE, the City and Port agree to be co-applicants for the EDA grant as identified below:

### **Section 1 - OWNERSHIP AND OPERATION**

- A) The City shall own, during and after rehabilitation, the Marine Terminal and all of its associated improvements, as identified in the EDA Application, for the useful life of those improvements.
- B) The City shall be responsible for Operation of the Terminal including associated costs.
- C) The City will be responsible for all future maintenance of the facility once it is completed for the useful life of the terminal.
- D) Ownership of the marine terminal, and responsibility for operational and maintenance costs of the facility, shall remain with the City for the useful life of the improvements, unless the Lease Agreement attached as Exhibit A is terminated during any renewal term after the initial term, as provided in Section 16, or terminated in the event of the City's default pursuant to Section 18.

### **Section 2 – EDA GRANT CO-APPLICANTS**

The City and the Port agree to be co-applicants of the EDA Grant and agree to adhere to:

- A) Requirements set forth in the Public Works application forms, pre-applications, application and all exhibits to these forms.
- B) Documents shall include:
  - i. Financial assistance award
  - ii. The EDA-508 Budget accompanying the Award
  - iii. The Special Award Conditions and Standard Terms and Conditions for Public Works and Development Facilities accompanying the Award.

- iv. The EDA publication, Summary of EDA Construction Standards, amended November 28, 2009, which is sent to Recipients after EDA receives an executed original Financial Assistance Award.
- C) The provisions of the United States Statutes codified in the United States Code and EDA regulations codified in the Code of Federal Regulations (CFR), any Federal Register announcements, and **OMB Circulars** applicable to EDA Public Works projects.
- D) Parties to this Agreement understand that they will be bound by the EDA application forms and award documents that they execute and the applicable statutes and regulations as provided in the EDA Agreement, and that all the parties to the EDA Agreement agree to each submit the following application materials with original signatures:
  - i. First page of the Application.
  - ii. Assurances Construction Programs (2 pages).
  - iii. EDA Construction Investments Additional Assurances.
  - iv. Certification Regarding Lobbying.
  - v. Disclosure of Lobbying Activities (for EDA project).
  - vi. Appendix A: Applicant Certification Clause (part of Environmental Narrative.)
- E) Originals of all documents will be signed by the authorized representatives of both parties as certified by resolution adopted by the governing bodies.
- F) The City assumes and takes full responsibility for the administration of the grant including:
  - i. Filing of the EDA project forms
  - ii. Receive and distribute grant funds and file EDA financial reports.
  - iii. Bidding, award and management of the construction contract(s).
- G) The City assumes full financial responsibility for obtaining and properly expending any match funds committed to this EDA project and for making up any short fall in construction funds, if it should be needed to complete the project.

As witnessed where the parties cause this agreement to be executed by the appropriate officials acting pursuant to due authorization.

City of The Dalles

Port of The Dalles

\_\_\_\_\_  
Nolan K. Young City Manager

\_\_\_\_\_  
Andrea Klaas Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Gene Parker City Attorney

\_\_\_\_\_  
Bill Dick Attorney for the Port

RESOLUTION NO. 10-005

A RESOLUTION AUTHORIZING THE EXECUTION OF  
APPLICATION FORMS AND ALL NECESSARY AWARD  
DOCUMENTS FOR A GRANT WITH THE ECONOMIC  
DEVELOPMENT ADMINISTRATION FOR REHABILITATION  
OF A COMMUNITY MARINE TERMINAL

WHEREAS, the City desires to rehabilitate a community marine terminal at the end of Union Street on the Columbia River; and

WHEREAS, the Port of The Dalles owns a parcel of land at the end of Union Street and West First Street which the Port has leased to the City for this purpose; and

WHEREAS, the City has applied for an Economic Development Administration (EDA) grant to partially fund the proposed project; and

WHEREAS, the EDA desires that all parties having ownership of the site and involvement in the project be co-applicants for the grant; and

WHEREAS, the City and the Port have agreed to be co-applicants for the EDA grant, and have agreed upon the terms of a Co-Applicant Agreement for EDA Assistance; and

WHEREAS, the EDA requires that the governing bodies of the parties to a Co-Applicant Agreement adopt a resolution providing that authorized representatives of the governing bodies are authorized to execute the application forms and supporting award documents associated with the grant application to EDA,

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

Section 1. Authorization to execute documents. The City Council hereby authorizes the City Manager and City Attorney, and any other City official duly authorized by the City Manager, to execute the grant application form, and all necessary supporting documents related to the award of an EDA grant for the rehabilitation of a community marine terminal at the end of Union Street on the Columbia River, including the Co-Applicant Agreement for EDA Assistance.

Section 2. Effective Date. This Resolution shall be effective March 15, 2010.

PASSED AND ADOPTED THIS 15<sup>TH</sup> DAY OF MARCH, 2010.

Voting Yes, Councilor: \_\_\_\_\_  
Voting No, Councilor: \_\_\_\_\_  
Absent, Councilor: \_\_\_\_\_  
Abstaining, Councilor: \_\_\_\_\_

AND APPROVED BY THE MAYOR THIS 15<sup>TH</sup> DAY OF MARCH, 2010.

\_\_\_\_\_  
Nikki L. Lesich, Mayor

Attest:

\_\_\_\_\_  
Julie Krueger, MMC, City Clerk





## CITY of THE DALLES

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 296-6481 ext. 1125  
FAX: (541) 298-5490

# AGENDA STAFF REPORT

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
March 15, 2010	Discussion Items 14, A	#10-019

**TO:** Honorable Mayor and City Council

**FROM:** Dick Gassman, Senior Planner  
Community Development Department

**THRU:** Nolan Young, City Manager *ny*

**DATE:** March 15, 2010

**ISSUE:** Discussion Item to Consider Language Changes to the Chenoweth Interchange Area Management Plan.

**RELATED CITY COUNCIL GOAL:** N/A

**PREVIOUS AGENDA REPORT NUMBERS:** 09-081 – October 26, 2009;  
09-086 - November 9, 2009; 10-012 – February 8, 2010;

**BACKGROUND:** In 2005 when the City rezoned property owned by WM3 from Industrial to Commercial/Light Industrial at the corner of I-84 and River Road, The Oregon Department of Transportation (ODOT) appealed. A settlement on the appeal was entered into between ODOT, the City and WM3. That agreement called for an Interchange Area Management Plan (IAMP) to study the capability of the Chenowith Interchange to handle traffic that would be generated by future development on the lands east of I-84.

Work on the IAMP began in September 2008 and has continued to date.

**STATUS:** The Council approved the IAMP in concept at its meeting on November 9, 2009. Since then staff have been working with ODOT to prepare the specific language to be included in the IAMP. At the meeting on February 8, 2010, all but one of the language concerns was resolved. The last remaining language issue centers around the access rights of owners of private property.

**DISCUSSION:** The substantive and procedural rights of owners of private property are controlled by provisions of the Oregon Revised Statutes (ORS) and the Oregon Administrative Rules (OAR). The IAMP cannot alter those provisions. Rather than try to explain how these regulations might affect the property owners, staff is proposing that language in the IAMP referring to the private access points be changed to language similar to the following:

**“Private access to ODOT administered right of way is controlled by provisions of the ORS and the OAR. The IAMP cannot increase nor decrease the access rights of owners of private property.”**

This language would be placed in the IAMP in several places where reference is made to private access.

**RECOMMENDATION:**

Staff Recommendation: *Move to approve the language proposed by staff for provisions relating to private access, and direct staff to prepare an ordinance for adoption at a later date.*

Alternative motion: Propose other language to be included in the IAMP, with ordinance adoption at a later date.