

AGENDA

REGULAR CITY COUNCIL MEETING

January 23, 2012

5:30 p.m.

CITY HALL COUNCIL CHAMBER
313 COURT STREET
THE DALLES, OREGON

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

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

7. CITY MANAGER REPORT
8. CITY ATTORNEY REPORT
9. CITY COUNCIL REPORTS
10. CONSENT AGENDA

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

- A. Approval of January 9, 2012 Regular City Council Meeting Minutes

CITY OF THE DALLES

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

B. Approval to Declare Police Department Vehicles as Surplus Property

11. ACTION ITEMS

A. Special Ordinance No. 12-546 Amending Exhibit "A" of Special Ordinance No. 11-543 for Honald Annexation [**Agenda Staff Report #12-004**]

B. General Ordinance No. 12-1318 Providing for Immunity From Liability When Allowing Public Use of Unimproved Rights of Way on Private Land [**Agenda Staff Report #12-005**]

C. Authorization to Sign Local Agency Agreement for ODOT Transportation Enhancement Grant for Construction of the Riverfront Trail [**Agenda Staff Report #12-006-**

12. DISCUSSION ITEMS

A. Discussion Regarding Renewal of Agreement to Provide Library Services to Wasco County Library Service District [**Agenda Staff Report #12-007**]

B. Discussion Regarding Proposed Social Media Policy [**Agenda Staff Report #12-008**]

13. ADJOURNMENT

This meeting conducted in a handicap accessible room.

Prepared by/
Julie Krueger, MMC
City Clerk






AGENDA STAFF REPORT
CITY OF THE DALLES

| MEETING DATE | AGENDA LOCATION | AGENDA REPORT # |
|------------------|-----------------------------|-----------------|
| January 23, 2012 | Consent Agenda 10, A - B | N/A |

TO: Honorable Mayor and City Council

FROM: Julie Krueger, MMC, City Clerk 

THRU: Nolan K. Young, City Manager

DATE: January 11, 2012

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

A. ITEM: Approval of January 9, 2012 Regular City Council Meeting Minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the January 9, 2012 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 January 9, 2012 regular City Council meeting.

B. ITEM: Approval to Police Department Vehicles as Surplus Property.

BUDGET IMPLICATIONS: Any revenue received from sale of the vehicles will be credited to the General Fund.

SYNOPSIS: The vehicles to be declared surplus are: 1998 Ford Taurus VIN 1FAFP52U3WG158809, 77,000 miles; 2008 Dodge Charger VIN 2B3KA43G28H227446, 100,000 miles; 2009 Dodge Charger VIN 2B3KA43V89H597185, 92,000 miles; and 2009 Dodge Charger VIN 2B3KA43VX9H597186, 80,000 miles. The vehicles will be traded, sold donated or given to other departments.

RECOMMENDATION: That City Council declare the vehicles surplus and direct staff to dispose of in the most appropriate manner.

MINUTES

REGULAR COUNCIL MEETING
OF
JANUARY 9, 2012
5:30 P.M.
THE DALLES CITY HALL
313 COURT STREET
THE DALLES, OREGON

PRESIDING: Mayor Jim Wilcox

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

COUNCIL ABSENT: None

STAFF PRESENT: City Manager Nolan Young, City Attorney Gene Parker, City Clerk Julie Krueger, Public Works Director Dave Anderson, Administrative Fellow Cooper Whitman, Police Chief Jay Waterbury, Community Development Director Dan Durow, Librarian Sheila Dooley

CALL TO ORDER

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

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

Mayor Wilcox noted the passing of former City Clerk John Thomas and asked for a moment of silence in his memory.

APPROVAL OF AGENDA

It was moved by Wood and seconded by Spatz to approve the agenda as presented, including the supplemental agenda. The motion carried unanimously.

PRESENTATIONS/PROCLAMATIONS

Mayor Wilcox read a Proclamation that he planned to read at an upcoming School Board meeting, declaring the month of January as School Board Month.

Presentation Regarding Proposed Library Expansion Project

Librarian Sheila Dooley introduced Troy Ainsworth and Eric Wilcox from Fletcher, Farr,, Ayotte Architects and Lynn Craig from Association of Eastern Oregon Libraries who was helping with the fundraising efforts. She introduced Friends of the Library President Heather Thompson and Library Board Chair Del Cesar and member Corliss Marsh.

Troy Ainsworth provided a Power Point presentation and discussed the process used for the proposed Library expansion plan. He said it had been determined the space needs of the Library were 20,775 square feet and they currently had approximately 15,000 square feet. He reviewed the preferred plan, noting it would take advantage of views from the bluff. Ainsworth said the project could be constructed in phases, with Phase I being the children's area and Phase II including updated restrooms, meeting rooms and a gallery, along with a new entrance.

In response to a question, Librarian Dooley said operating costs would be only slightly higher with the expansion, due to utility costs and a small increase for janitorial services. She said the historic collection would be more visible and secure and it was hoped an additional glass case could be purchased for part of that collection.

Mayor Wilcox asked what the maintenance plan would be for the expansion. Librarian Dooley said a new roof would likely be needed every 20-25 years, but there was not any substantial maintenance issues expected.

Lynn Craig said most funding agencies would consider funding for the highest need first, such as the children's area. She said the group hoped to begin fundraising as quickly as possible.

It was moved by Ahier and seconded by Wood to authorize the Library Foundation to proceed with fundraising for the project.

Councilor Spatz said he liked the concept, but cautioned to be fiscally careful and to address a capital maintenance plan.

The motion to authorize the Library Foundation to proceed with fundraising was voted on and carried unanimously.

CITY MANAGER REPORT (taken out of order)

City Manager Young provided the Council with a prioritized list of projects that he proposed to submit for the Mid Columbia Economic Development District's Needs and Issues List for 2012.

Following discussion, it was the consensus of the Council to direct staff to submit the list as presented.

City Manager Young said there had been a 78.19% return on the surveys regarding completion of a local improvement district project for Thompson Street improvements. He said 15.5% were in favor of proceeding with the project now and 62.29% supported delaying the project. Young said the project would be delayed for a minimum of two years. He said the School District Board would be discussing the East 19th Street Extension project at their meeting on January 12th.

AUDIENCE PARTICIPATION

Mayor Wilcox said the City Council had received an unsigned letter regarding issues that the City Council had no authority to address as well as some issues which had been resolved. He said the letter would not be addressed by the Council.

Jeff Clifford, PO Box 269, The Dalles, said he had concerns about expanding the Library if there were not adequate funds for maintenance. He said he had looked at the deck a couple years ago to consider bidding a project and said it was in terrible condition then and still had not been repaired. He asked the council to carefully consider an expansion project.

Heather Thompson, 4405 Highway 30, The Dalles, said she was the President of Friends of the Library and was at the Library almost every day. She said many people from out of town used the Library and sought it out when coming to visit our community or considering relocation. Thompson said the Library was a big selling point for the City.

CITY ATTORNEY REPORT

City Attorney Parker reported he continued to work with resale businesses to develop ordinance language and hoped to bring the ordinance to Council in February. Parker said staff planned to move forward with some carpet and paint projects in the Municipal Court ahead of schedule and would be considering safety features at the same time.

CITY COUNCIL REPORTS

Councilor Ahier thanked City Attorney Parker for his work with the resale business community to draft the ordinance. He said the group appreciated the opportunity to work with the City to get a good ordinance.

Councilor Spatz invited Mid Columbia Economic Development District Director Amanda Hoey to report on activities of the District. Ms. Hoey said the Strong Economy Together Program strategy process would begin on Thursday with guest speakers an overview of the program, discussion regarding goals and the future of the program.

Mayor Wilcox said he had attended a grand opening reception at Griffith Motors last week, participated in the Community Christmas Eve dinner, and Christmas Tree Pick-up Program sponsored by the Lions. He thanked the Linebarger family for their contributions and organization of the Christmas dinner. Wilcox said the Outreach Team would be featured in an upcoming article in the US Chamber of Commerce Newsletter.

CONSENT AGENDA

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

Items approved by Consent Agenda were: 1) approval of December 12, 2011 regular City Council meeting minutes; and 2) approval to declare General Fund equipment and Public Works Vehicles and Equipment as surplus property.

ACTION ITEMS

Special Ordinance No. 12-545 Assessing Property Located at 306 East Eighth Place for the Cost of Hazardous Vegetation Abatement

City Attorney Parker reviewed the staff report.

City Clerk Krueger read Special Ordinance No. 12-545 by title.

It was moved by Wood and seconded by McGlothlin to adopt Special Ordinance No. 12-545 assessing property located at 306 East Eighth Place for the cost of hazardous vegetation abatement by title. The motion carried unanimously.

Resolution No. 12-001 Amending the Enterprise Zone Plan

Community Development Director Durow reviewed the staff report.

Mayor Wilcox asked how a three year incentive was determined for the hotel application. Community Development Director Durow said the three year incentive was automatic. He said to have an incentive for more than three years, certain criteria had to apply and this applicant did not meet the criteria to have 100% of their employees earn at least 150% of average wages.

Mayor Wilcox asked if other taxing agencies had been notified of the application. Durow said all agencies were notified and no comments had been received. He said the City and County were co-sponsors of the program and that State law required Port Districts to adopt a Resolution as a supporting organization.

It was moved by Spatz and seconded by Wood to adopt Resolution No. 12-001 requesting the State's Business Oregon Department to approve the amendment to the boundary of The Dalles/Wasco County Enterprise Zone III. The motion carried unanimously.

DISCUSSION ITEMS

Discussion Regarding Recommendations of the Economic Development Policy Committee

City Manager Young reviewed the staff report.

It was agreed a new committee did not need to be formed to address items #1 and #2, regarding reporting issues and barriers to the City Council. Mayor Wilcox said The Dalles Business Team could work on those matters. Councilor Spatz said the group could be expanded to include others, including representation from the Main Street Program.

Item #3 creation of a research group, it was agreed Mid Columbia Economic Development District (MCEDD) should be the lead agency and report to City Council.

Mayor Wilcox said item #4 regarding public relations for the School District could include the City Council inviting the District to report positive things going on within the District. He said he had spoken with some private citizens who were willing to help the District create a public relations program.

Regarding item #5 it was agreed that once a housing renewal project or program was developed, Mid-Columbia Housing Agency would be the appropriate lead agency.

City Manager Young said staff was working on Item #6, Transportation System Plan, to get grant funding for a Plan update.

Young said staff would work with other agencies to develop a customer satisfaction survey as recommended by the Committee (item #7).

It was noted item #8 regarding taxing entities meeting to coordinate bond issues, City Manager Young said he would work with the County to re-establish the program that had previously existed.

Discussion Regarding Systems Development Charges for Fire Suppression Sprinkler Systems

City Manager Young reviewed the staff report, highlighting current requirements for separate water lines for fire suppression sprinklers. He said the City had received a request from the Partners for Economic Progress (PEP) group, requesting the City consider eliminating SDC's for fire suppression systems.

Fire Chief Bob Palmer said it was important to install sprinkler systems and the Fire District would support any program that would make it easier for people to install the systems.

There was a discussion regarding whether insurance costs could be reduced if residences had sprinkler systems. There was general consensus that there may be insurance premium benefits to having fire suppression systems installed.

It was the consensus of the City Council to direct staff to amend City documents, removing the systems development charges for fire suppression systems.

MINUTES (Continued)
Regular Council Meeting
January 9, 2012
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ADJOURNMENT

Being no further business, the meeting adjourned at 7:15 p.m.

Submitted by/
Julie Krueger, MMC
City Clerk

SIGNED:

James L. Wilcox, Mayor

ATTEST:

Julie Krueger, MMC, City Clerk



AGENDA STAFF REPORT

CITY OF THE DALLES

| MEETING DATE: | AGENDA LOCATION: | AGENDA REPORT # |
|------------------|----------------------|-----------------|
| January 23, 2012 | Action Items 11 A | 12-004 |

TO: Honorable Mayor and City Council

FROM: Gene E. Parker, City Attorney

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

DATE: January 10, 2012

ISSUE: Adoption of Special Ordinance No. 12-546, amending Exhibit "A" for Special Ordinance No. 11-543 to correct a clerical error in the Assessor's Map and Tax Lot Number.

RELATED CITY COUNCIL GOAL: None

PREVIOUS AGENDA REPORT NUMBERS: #11-071 & #11-089

BACKGROUND: On October 11, 2011, the City Council adopted Special Ordinance No. 11-543, annexing a portion of property located on the property at 2505 Wright Drive. This Ordinance included an Exhibit "A" which described the affected property as Assessor's Map No. 1N 13 4CC Tax Lot 1400. Following the passage of the ordinance, it was discovered that this reference to the Assessor's Map and Tax Lot number was incorrect. Special Ordinance No. 12-546, which will correct this clerical error, has been prepared for the Council's review. Notice of adoption of the ordinance has been posted in accordance with the City Charter, and the ordinance can be adopted by title only.

BUDGET IMPLICATIONS: None.

ALTERNATIVES:

- A. Staff Recommendation. *Move to adopt Special Ordinance No. 12-546 by title only.*

SPECIAL ORDINANCE NO. 12-546

**AN ORDINANCE AMENDING EXHIBIT "A" OF SPECIAL
ORDINANCE NO. 11-543, TO CORRECT A CLERICAL ERROR
IN THE LISTING OF THE ASSESSOR'S MAP AND TAX LOT NUMBER**

WHEREAS, on October 10, 2011, the City Council adopted Special Ordinance No. 11-543, annexing a portion of the property identified as 2505 Wright Drive, located in the Urban Growth Boundary, in accordance with the provisions of ORS 222.125; and

WHEREAS, the Ordinance included an attached Exhibit "A" which described the portion of property being annexed as being located on the parcel described as Assessor's Map No. 1N 13E 4CC Tax Lot 1400; and

WHEREAS, the actual location of the property containing the portion to be annexed is described as Assessor's Map No. 1N 13E 05 Tax Lot 1500; and

WHEREAS, the City Council desires to adopt an ordinance amending the description in Exhibit "A" of Special Ordinance 11-543, to correct the clerical error in the reference to the Assessor's Map and Tax Lot Number;

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

Section 1. Ordinance Amended. Exhibit "A" included in Special Ordinance No. 11-543 shall be amended as set forth in the revised Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2. Effective Date. The effective date of this ordinance shall be 30 days from the adoption of this ordinance.

PASSED AND ADOPTED THIS 23RD DAY OF JANUARY, 2012

Voting Yes, Councilors: _____
Voting, Councilors: _____
Absent, Councilors: _____
Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 23RD DAY OF JANUARY, 2012

Attest:

James L. Wilcox, Mayor

Julie Krueger, MMC, City Clerk

EXHIBIT "A"
(Revised 1-23-12)

| | <u>TAX LOT</u> | <u>CURRENT OWNER</u> |
|----|----------------|------------------------------------|
| 1. | IN 13E 05 1500 | Gary & Barbara Honald Map No. 1 |



AGENDA STAFF REPORT

CITY OF THE DALLES

| MEETING DATE: | AGENDA LOCATION: | AGENDA REPORT # |
|------------------|-----------------------|-----------------|
| January 23, 2012 | Action Items 11, B | 12-005 |

TO: Honorable Mayor and City Council

FROM: Gene E. Parker, City Attorney

THRU: Nolan K. Young, City Manager

DATE: January 10, 2012

ISSUE: Adoption of General Ordinance No. 12-1318, providing for immunity from liability when allowing public use of unimproved rights-of-way on private land

RELATED CITY COUNCIL GOAL: None.

PREVIOUS AGENDA REPORT NUMBERS: None.

BACKGROUND: The provisions of ORS 105.672 through 105.688 establish immunity from claims for personal injury or property damage for the owners of land which is both publicly and privately owned, when the landowner allows use of that land for recreational purposes. The City of Portland, Oregon holds several unimproved rights-of-way, where there was a strong public interest in improving these rights-of-way for foot, horse, or bicycle traffic, sometimes with volunteer groups doing the improvements. These rights-of-way were considered to be unimproved, because the City of Portland had not yet constructed public streets upon the rights-of-way, and the city was not willing to assume maintenance for these rights-of-way.

The City of Portland and owners of the land abutting the unimproved rights of way were concerned that the recreational immunity provisions of ORS 105.672 through 105.688 might not apply in the case were a trail was used for transportation other than for a recreational purpose, particularly if potential users of these pathways were injured and claimed that the abutting

landowner or the owner of the right-of-way, or both, were at fault for design, construction, or maintenance of the improvements on the pathways. At the request of the City of Portland, the Oregon Legislature adopted House Bill 2865, which eventually became ORS 105.668, to address the potential liability concerns.

ORS 106.668 as originally introduced included a provision that the immunity from liability contained in the legislation, applied only to cities with a population of 500,000 or more. The final version of ORS 105.668 included a provision allowing cities with a population of less than 500,000, to take advantage of the immunity provision provided in the legislation by adopting either an ordinance or resolution under the “opt in” provisions set forth in ORS 105.668. The City’s Vision Action Plan for 2030 includes as one of its Focus Areas, the provision of recreation and open space, which includes the strategies of developing a Mill Creek walking trail connecting the senior center to the Riverfront Park via Thompson Park, and increasing connectivity to parks via pathways and preserved natural corridors. Implementation of these strategies will likely involve improvements for pedestrian and bicycle traffic upon pathways that will qualify as “unimproved rights-of-way”, with some of the improvements likely to be done by volunteer or non-profit groups and organizations. The proposed ordinance includes a finding that the immunity provisions provided by ORS 105.668 is one of the factors in the Council’s decision to allow recreational use of the “unimproved rights-of-way”. In addition, the proposed ordinance includes a finding that the City Council believes that it is in the best interests of the health, safety and welfare of the citizens of The Dalles, for the City to take advantage of the immunity provisions offered by ORS 105.668 by adoption of an “opt in” ordinance.

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

BUDGET IMPLICATIONS: None.

ALTERNATIVES:

- A. Staff Recommendation: *Move to adopt General Ordinance No. 12-1318 by title only.*

GENERAL ORDINANCE NO. 12-1318

**AN ORDINANCE PROVIDING IMMUNITY FROM
LIABILITY WHEN ALLOWING PUBLIC USE OF
UNIMPROVED RIGHTS OF WAY ON PRIVATE LAND**

WHEREAS, the 2011 Oregon Legislature adopted House Bill 2865, which was introduced to address a particular concern in the City of Portland, Oregon, which legislation has been designated ORS 105.668; and

WHEREAS, the concern addressed by ORS 105.668 involved unimproved right-of-ways held by the City of Portland, where there was a strong public interest in improving these rights-of-way for foot, horse, or bicycle traffic, sometimes with volunteer groups doing the improvements; and

WHEREAS, the rights-of-way in question were considered to be “unimproved rights-of-way”, because the City of Portland had not yet constructed public streets upon the rights-of-way, and the city was not willing to assume maintenance for these rights-of-way; and

WHEREAS, ORS 105.672 through 105.688 provides for immunity for the owners of land which is both publicly and privately owned, when the landowners allow the use of that land for recreational purposes; and

WHEREAS, the City of Portland and owners of land abutting the unimproved rights-of-way were concerned that the recreational immunity provisions of ORS 105.672 through 105.688 might not apply in the case where a trail was used for transportation other than for a recreational purpose, particularly if potential users of these pathways were injured and claimed that the abutting landowner or the owner of the right-of-way, or both, were at fault for design, construction or maintenance of the improvements on the pathways; and

WHEREAS, ORS 106.668 as originally introduced included a provision that the immunity from liability contained in the legislation, applied only to cities with a population of 500,000 or more; and

WHEREAS, the final version of ORS 105.668 included a provision allowing cities with a population of less than 500,000, to take advantage of the immunity provision provided in the legislation by adopting either an ordinance or resolution under the “opt in” provisions set forth in ORS 105.668; and

WHEREAS, the City’s Vision Action Plan for 2030 includes as one of its Focus Areas, the provision of recreation and open space, which includes the strategies of developing a Mill Creek walking trail connecting the senior center to the Riverfront Park via Thompson Park, and increasing connectivity to parks via pathways and preserved natural corridors; and

WHEREAS, implementation of the above-listed strategies will likely involve

improvements for pedestrian and bicycle traffic upon pathways that will qualify as “unimproved rights-of-way”, with some of the improvements likely to be done by volunteer or non-profit groups and organizations; and

WHEREAS, the City Council finds that the immunity provisions provided by ORS 105.668 is one of the factors in the Council’s decision to allow recreational use of the “unimproved rights-of-way”; and

WHEREAS, the City Council believes that it is in the best interests of the health, safety and welfare of the citizens of The Dalles, for the City to take advantage of the immunity provisions offered by ORS 105.668 by adoption of an “opt in” ordinance;

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

Section 1. As used in this ordinance, the following definitions shall apply:

- A. “Structures” means improvements in a trail, including, but not limited to, stairs and bridges, that are accessible by a user on foot, on a horse or on a bicycle or other nonmotorized vehicle or conveyance.
- B. “Unimproved right-of-way” means a platted or dedicated public right-of-way over which a street, road or highway has not been constructed to the standards and specifications of the City, and for which the City has not expressly accepted responsibility for maintenance.

Section 2. A personal injury or property damage resulting from the use of a trail that it is a public easement or in an unimproved right-of-way, or from use of structures in the public easement or unimproved right-of-way, by a user on foot, on a horse or on a bicycle or other nonmotorized vehicle or conveyance does not give rise to a private claim or right of action based on negligence against:

- A. The City of The Dalles;
- B. The officers, employees or agents of the City of The Dalles to the extent the officers, employees or agents are entitled to defense and indemnification under ORS 30.285;
- C. The owner of land abutting the public easement, or unimproved right-of-way, in the City of The Dalles; or
- D. A nonprofit corporation and its volunteers for the construction and maintenance of the trail or the structures in a public easement or unimproved right-of-way in the City of The Dalles.

Section 3. The immunity granted by this ordinance from a private claim or right of action based upon negligence does not grant immunity from liability:

- A. Except as provided in subsection 2(B) of this ordinance, to a person that receives compensation for providing assistance, services or advice in relation to conduct that leads to a personal injury or property damage.
- B. For personal injury or property damage resulting from gross negligence or from reckless, wanton or intentional misconduct.
- C. For an activity for which a person is strictly liable without regard to fault.

PASSED AND ADOPTED THIS 23RD DAY OF JANUARY, 2012

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

AND APPROVED BY THE MAYOR THIS 23RD DAY OF JANUARY, 2012

James L. Wilcox, Mayor

Attest:

Julie Krueger, MMC, City Clerk



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

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

AGENDA STAFF REPORT

| MEETING DATE | AGENDA LOCATION | AGENDA REPORT # |
|------------------|-----------------------|-----------------|
| January 23, 2012 | Action Items 11, C | 12-006 |

TO: Honorable Mayor and City Council
FROM: Dan Durow, Community Development Director
THRU: Nolan Young, City Manager *ny*
DATE: January 11, 2012

ISSUE: Authorization to sign the Local Agency Agreement for the ODOT Transportation Enhancement grant for the construction of the Riverfront Trail.

BACKGROUND: The City was awarded a Transportation Enhancement grant to complete the construction of the Riverfront Trail project. In order for the engineering and construction to be done, the Local Agency Agreement must be signed. It is attached to this report and is a standard agreement for this type of ODOT project.

BUDGET IMPLICATIONS: There are no City budget implications with the signing of the Agreement. The entire match of 10.27 percent was committed by the private sector. This match is currently being collected by The Dalles Riverfront Trail, Inc. and will be sent to ODOT as soon as a project account is established. All grant monies will be deposited in this account and contract administration will be through ODOT staff.

ALTERNATIVES:

- A. **Staff Recommendation:** *Move to authorize the City Manager to sign the Local Agency Agreement with ODOT for the Transportation Enhancement Program, Riverfront Trail Project.*
- B. Not authorize the signing of the Agreement.

LOCAL AGENCY AGREEMENT
TRANSPORTATION ENHANCEMENT PROGRAM PROJECT
The Dalles Riverfront Trail

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and the CITY OF THE DALLES, acting by and through its elected officials, hereinafter referred to as "Agency", both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. The Dalles Riverfront Trail is a part of the city park system under the jurisdiction and control of city.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. Under provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU) State is required to set aside federal funds for projects to address transportation enhancement activities, hereinafter referred to as Enhancement Funds.

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

TERMS OF AGREEMENT

1. Under said provisions, State and Agency agree to construct the remaining five (5) segments of The Dalles Riverfront Trail for a total of 1.38 miles of paved shared-use path, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof. The Project scope and schedule, progress report requirements, and Project Change Request process are described in Exhibit B, attached hereto and by this reference made a part hereof. Agency agrees to the conditions set forth in Exhibit B.
2. The Project will be conducted as a part of the Transportation Enhancement Program under Title 23, United States Code, which incorporated SAFETEA-LU. The total Project cost is estimated at \$1,735,205, which is subject to change. The Enhancement Funds are estimated at \$1,557,000 with Agency providing the match of 10.27% and any non-participating costs, including all costs in excess of the available federal funds. The Enhancement funds will be used for all phases of the Project.

ODOT/City of The Dalles
Agreement No. 28110

- a. Agency must obtain approval from State's Transportation Enhancement Program Manager for any additional funds beyond the amount in Paragraph number 2 above. For additional Enhancement Funds up to a total of **\$1,707,000** (\$150,000 over the **\$1,557,000** estimated Enhancement funding), Agency's matching share will be 10.27 percent of Enhancement eligible costs. For any approved Enhancement Funds above **\$1,707,000** Agency's matching share will be fifty (50) percent of the Enhancement eligible costs
 - b. Agency is not guaranteed the use of unspent funds for a particular phase of work. State will not release funds from any authorized phase of work for use on a subsequent phase unless specifically requested by Agency before obligating funds on the subsequent phase.
3. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. The term of this Agreement will begin on the date all required signatures are obtained and will terminate on completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. The attached Special Provisions may contain additional termination conditions.
6. This Agreement may be terminated by mutual written consent of both Parties.
7. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its

ODOT/City of The Dalles
Agreement No. 28110

reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
8. Any termination of this Agreement will not prejudice any rights or obligations accrued to the Parties prior to termination.
9. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2.
10. Agency shall, upon completion of Project and as a condition to this Agreement, complete and file with the appropriate County Clerk, an Acknowledgment of Federal Assistance, which is attached hereto as Exhibit C, and by this reference is made a part hereof or the filing of a memorandum of this Agreement including Acknowledgement of Federal Assistance. Agency shall provide confirmation of this filing by forwarding to the State's Region 4 Manager a conformed copy of the recorded Exhibit C or memorandum. By means of said acknowledgment of Agency's financial obligations, the continued use of said property for public purposes, and the maintenance of the facility or service at a level consistent with normal depreciation and/or demand is recognized and attached to the property as conditions of receipt of these funds. Any interest in said property by State is proportional to the federal and state participation in Project. Agency will be ineligible to receive any state or federal funds while in default of conditions of this Agreement or the Acknowledgment of Federal Assistance.
11. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
12. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together will constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed will constitute an original.
14. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement will not constitute a waiver by State of that or any other provision.

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

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #17890) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

CITY OF THE DALLES, by and through its
elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
County Counsel or City Attorney

Date _____

Agency Contact:

Dan Durow – Community Development
Director
313 Court Street
The Dalles, OR 97058
(541) 296-5481 Ext. 1128
ddurow@ci.the-dalles.or.us

State Contact:

John Condon – Local Agency Liaison
63030 OB Riley Rd
Bend, OR 97701
(541) 388-6483
John.t.condon@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
TE Program Manager or Active
Transportation Section Manager

Date _____

By _____
Region 4 Manager

Date _____

By _____
Region 4 Right of Way Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

EXHIBIT B
Progress Reports and Project Change Request Process

Agreement No. 28110

Key Number: 17890

Project Name: The Dalles Riverfront Trail

1. Project Description

Completion of The Dalles Riverfront Trail by constructing approximately 1.38 miles of paved shared-use path.

2. This Project is subject to progress reporting and project change process as stated in paragraphs No. 3 through No. 5 below.

3. **Monthly Progress Reports (MPR)** - Agency shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project's construction contract.

The fillable MPR form and instructions are available at the following address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

| | Milestone Description | Completion Date |
|----------|--|------------------------|
| 1 | Obligation (Federal Authorization) of Enhancement Funds for the Preliminary Engineering phase of Project | November 30, 2011 |
| 2 | Obligation (Federal Authorization) of Enhancement Funds for the Construction phase of Project | Sept 30, 2013 |
| 3 | Project Completion based on State issuing Project Acceptance or "Second Note" | Sept 30, 2015 |

5. **Project Change Request (PCR) Process** - Agency must obtain approval from State's Contact and State's Transportation Enhancement Program Manager for changes to the Project's scope, schedule, or budget as specified in paragraphs 5a, 5b and 5c, below. Agency shall be fully responsible for all costs that occur outside the established Project scope, schedule or budget and prior to an approved PCR.
- a. **Scope** - A PCR is required for any significant change or reduction in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).
 - b. **Schedule** - A PCR is required if Agency or State's Contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
 - c. **Budget** - Total Project Cost and approved Enhancement funds for the Project are controlled by Terms of Agreement paragraphs 2 and 2a, on pages 1 and 2 of this Agreement. A PCR is required to obtain State's approval for increased Enhancement funds for any phase of the Project.

Agency must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than 30 days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A Project Change Request may be rejected at the discretion of State's Transportation Enhancement Program Manager.

The fillable PCR form and its instructions are available at the following web site:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

6. **Consequence for Non-Performance** - If Agency fails to fulfill its obligations in paragraphs No. 3 through No. 5, or does not advance the Project according to the Project Milestones, State's course of action through the duration of Agency's default shall be (1) restricting Agency consideration for future funds awarded through State's Active Transportation Section, then (2) withdrawing unused Project funds as specified in Special Provision, paragraph 1 of this Agreement, and then (3) terminating this Agreement as stated in paragraphs 7a and 7b of this Agreement.

State/Agency
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After recording, return to:

EXHIBIT C

**MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL ASSISTANCE
[State Recording Authority: ORS 93.710 and ORS 205.130(2)]**

Agreement Number: 28110

Project Name: 17890

Key Number: The Dalles Riverfront Trail

Local Agency Agreement No. 28110 between the city of The Dalles and the State of Oregon, Department of Transportation was executed on _____. Pursuant to paragraph 2, Agency Obligations, page 1 of the Local Agency Agreement, upon the recording of this document, the city of The Dalles received federal funds for the Project described in the Local Agency Agreement. The property and assets under the jurisdiction of the city of The Dalles were improved with the assistance from the United States Government. Such assistance was provided to the city of The Dalles, in reimbursement of costs associated with The Dalles Riverfront Trail. The use and disposition of said property is subject to the terms of the above noted Local Agency Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 49 CFR Part 18. A description of the improved property is attached.

City of The Dalles

By: _____
(Name of person)

(Notary Stamp)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date)

(name(s) of person(s))

_____ My commission expires on _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____
Darel Capps

(Notary Stamp)

Title: Transportation Finance Manager

Signed or attested before me on _____ by _____
(Date)

(name(s) of person(s))

_____ My commission expires on _____.

Oregon Department of Transportation; 3930 Fairview Industrial Drive, SE; Salem, OR 97302.

State/Agency
Agreement No.

ATTACHMENT NO. 1 to Agreement No. 28110
SPECIAL PROVISIONS

1. The Parties agree that the delivery date for the Project's "Plans, Specifications, and Estimates" (PS&E) package is September 30, 2013. State may withdraw all Transportation Enhancement Funds that are not obligated on or before September 30, 2014, which is twelve (12) months after the obligation date assigned by State. In that event, State may reassign any Transportation Enhancement Funds not yet obligated for the Project and will have no obligation to fund any remaining phases of work through the Transportation Enhancement Program.
2. Agency (if qualified through State's "Local Agency Certification" program), or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way; obtain all required permits; arrange for all utility relocations or reconstruction; perform all construction engineering, including all required materials testing and quality documentation; and prepare necessary documentation to allow State to make all contractor payments. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project. Prior to award of the contract, Agency shall provide State its share of the Project cost upon receipt of request from State. The Project cost is defined as the Engineer's estimate plus ten (10) percent.
3. State may make available Region 4's On-Call PE, Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, they agree to manage the work done by the consultant and make funds available to the State for payment of those services. All eligible work will be a federally participating cost and included as part of the total cost of the Project.
4. Indemnification language in the Standards Provisions, Paragraphs 46 and 47, as well as paragraph 4 as it relates to tort claims, shall be replaced with the following language:
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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- b. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - c. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
 - d. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
5. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and service demand. State and Agency agree that the useful life of this Project is defined as 20 (twenty) years. State may conduct periodic inspections during the life of the Project to verify that Project is being properly maintained and continues to serve the purpose for which federal funds were provided.
6. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund

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distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Transportation Enhancement Funds until State receives full reimbursement of the costs incurred.

ATTACHMENT NO. 2

FEDERAL STANDARD PROVISIONS

JOINT OBLIGATIONS PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by state law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in [Title 49, CFR, Part 26](#), which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.
6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in [Title 49, CFR, Part 26](#), have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with [Title 49, CFR, Part 26](#), to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of [Title 49, CFR, Part 26](#), in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.
7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.
8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of [ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270](#), incorporated herein by reference and made a part hereof; [Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide \(FAPG\)](#).

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify

Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.
12. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. State will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.

PROJECT ACTIVITIES

13. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
14. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
15. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
16. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
17. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT OF WAY

18. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.
19. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
20. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
21. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
22. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.
23. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

AGENCY OBLIGATIONS

FINANCE

24. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.
25. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has

written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.

- b) Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
 - d) Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
26. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.
27. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
28. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
29. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which

the local agency participates. The cost of this audit can be partially prorated to the federal program.

30. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
31. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710. Final billings shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) 2) last payment for right of way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.
32. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).
33. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
 - b) Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.
 - c) Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).
34. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

35. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

36. Agency shall follow State established Statutes, Policies and Procedures when impacts occur to privately or publicly-owned utilities. Only those utility relocations, which are eligible for federal-aid participation under, the FAPG, Title 23 CFR 645A, Subpart A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.
37. The State utility relocation policy, procedures and forms are available through the appropriate State's Region Utility Specialist or State Utility Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison.

STANDARDS

38. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "[State Highway Design Manual](#)" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "[Oregon Standard Specifications for Highway Construction](#)".
39. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "[Oregon Bicycle and Pedestrian Plan](#)", unless otherwise requested by Agency and approved by State.
40. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
41. All plans and specifications shall be developed in general conformance with the current "[Contract Plans Development Guide](#)" and the current "[Oregon Standard Specifications for Highway Construction](#)" and/or guidelines provided.

42. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

43. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
44. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
45. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

CONTRACTOR CLAIMS

46. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.
47. Notwithstanding the foregoing defense obligations under Paragraph 46, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

MAINTENANCE RESPONSIBILITIES

48. Agency shall, upon completion of construction, thereafter maintain and operate the Project at its own cost and expense, and in a manner satisfactory to State and FHWA.

WORKERS' COMPENSATION COVERAGE

49. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

50. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paragraphs 36, 37, and 48 are not applicable to any local agency on state highway projects.



AGENDA STAFF REPORT
CITY OF THE DALLES

| MEETING DATE | AGENDA LOCATION | AGENDA REPORT # |
|------------------|---------------------------|-----------------|
| January 23, 2012 | Discussion Items 12, A | 12-007 |

TO: Mayor and City Council

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

DATE: January 11, 2012

ISSUE: Renewal of Intergovernmental Agreement to Provide Library Services to Wasco County Library Service District

BACKGROUND: Since 2007, the City has had an agreement with the Wasco County Library Service District to provide Library Services. In 2010, the City signed a two-year agreement with an automatic renewal unless a 90 day notice is given by April 1 of each year (see attached agreement).

This item is on the agenda as a discussion item to determine if the Council wishes to allow the agreement to automatically renew for an additional year, or propose changes to a new agreement to be signed prior to July 1, 2012.

Attached is a letter from the Wasco County Library Service District Advisory Board requesting that the City Council renew the existing Intergovernmental Agreement without any changes.

At the last renewal, there were two issues that came up;

- 1) Should the City be responsible for major building repairs and improvements? Currently the agreement makes the City responsible for any repairs over \$10,000. This includes items such as roof replacement. The City Council needs to determine if they wish to propose amendments to the agreement that would transfer that responsibility to the District.

- 2) Since the building is a City asset, should it be leased to the District? It is the staff recommendation to not go that direction. The desire has been to put as much of the District's resources into the Library operation as possible. The Library building was originally constructed for library purposes with a voters approved bond. To charge a lease to the District that would then be used for other City operations does not feel to be in line with the original intent of the Library building.

BUDGET IMPLICATIONS: The main budget issue is whether the City is responsible for capital improvements over \$10,000. Currently, the 5 Year Capital Improvement Plan does not have any capital improvements over \$10,000 planned.

COUNCIL ALTERNATIVES:

1. Direct staff to allow the current agreement to continue.
2. Direct staff to prepare amendments to the agreement, to present to the District, removing the requirement that the City be responsible for major maintenance items over \$10,000.
3. Direct staff to prepare a proposal to the District that requires lease payments.

January 10, 2012

City of The Dalles City Council
City Hall
313 Court St.
The Dalles, Oregon 97058

Honorable Mayor and City Council:

We are writing to request that The Dalles City Council renew the existing Intergovernmental Agreement without any changes. When the Library District was formed as a county library district instead of a special library district it was with the understanding that the entities would pay for their own buildings and administrative costs. Since then, the District has started paying an administrative fee.

The tax rate that funds the operation of the Library District was based on the actual cost of operating the libraries and augmented for an increase in hours open and new services to be provided. The services included in the Library District's service plan were the result of focus groups held throughout the proposed district and included additional hours open, books, access to computers, and children's programming. The tax rate was not a random number but tied to a specific service plan.

The Library Board is deeply concerned about the impact that any decision to pay for costs outside of those agreed to in the Feasibility Study and existing Intergovernmental Agreement will have on the Library District's ability to maintain services over time.

Sincerely,



Corliss Marsh, Chairman
CeeCee Anderson
Mary Beechler
Lynn Cotter
Diana McElheran
Wasco County Library Service District Board

cc: Wasco County Board of Commissioners

FIRST AMENDMENT TO THE THIRD
INTERGOVERNMENTAL AGREEMENT BETWEEN
WASCO COUNTY LIBRARY SERVICE DISTRICT
AND CITY OF THE DALLES FOR LIBRARY SERVICES

WHEREAS, the Wasco County Library Service District, hereinafter referred to as "District", and the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as "City", entered into a Third Intergovernmental Agreement, hereto attached as Exhibit A, which became effective as of July 1, 2010; and

WHEREAS, the District and the City desire to enter into an amendment to the Third Intergovernmental Agreement to clarify certain provisions of the Agreement concerning Indirect Administrative and Overhead Costs, and the Use of Awarded Funds;

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

1. Section 4.3 Indirect Administrative and Overhead Costs, of the Third

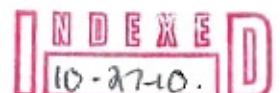
Intergovernmental Agreement shall be amended to read as follows:

Section 4.3 Indirect Administrative and Overhead Costs. The City shall be reimbursed in an amount to be annually negotiated between the City and the District, for the costs of providing indirect administrative services and overhead costs for the Main Branch operation, incurred by other City departments, including Financial, Personnel, Administrative, and Legal Services.

2. Section 4.4 Use of Awarded Funds, of the Third Intergovernmental Agreement

shall be amended to read as follows:

Section 4.4 Use of Awarded Funds. The City shall use awarded funds for operation of the Main Branch, including indirect administrative and overhead costs, postage, telephone, Gorge LINK annual recurring costs, payroll and benefits for Main Branch



personnel and County Librarian, delivery of material to the other branch libraries, maintenance and operation of the Library Service Stations, including computer service and supplies, training and travel for Main branch personnel, and Library processing supplies.

3. Except as modified by this First Amendment, the terms and conditions set forth in the Third Intergovernmental Agreement which takes effect July 1, 2010, shall remain in full force and effect.

Dated this 28th day of July, 2010.

CITY OF THE DALLES

Nolan K. Young
Nolan K. Young, City Manager

Date: 7-28-10

ATTEST:

Julie Krueger
Julie Krueger, MMC, City Clerk

Date: 7-28-10

APPROVED AS TO FORM:

Gene E. Parker
Gene E. Parker, City Attorney

Date: 7-27-10

WASCO COUNTY BOARD
OF COMMISSIONERS

Dan Ericksen
Dan Ericksen, Chair

Date: 7/21/10

Sherry Holliday
Sherry Holliday, Commissioner

Date: 7-21-10

Bill Lennox
Bill Lennox, Commissioner

Date: 7/21/10

**THIRD INTERGOVERNMENTAL AGREEMENT
BETWEEN WASCO COUNTY LIBRARY
AND CITY OF THE DALLES
FOR LIBRARY SERVICES**

FILED
WASCO COUNTY

2010 FEB 23 A 10:24

KAREN LEBRETON COATS

This agreement, effective July 1, 2010, between the Wasco County Library Service District, hereinafter referred to as "District" and the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as "City".

WHEREAS, ORS 190.010 provides that units of local government may enter into a written agreement with another unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to form; and

WHEREAS, the District and the City entered into an intergovernmental agreement for Library services, which agreement expires on June 30, 2010; and

WHEREAS, the District and the City have reached an agreement to continue in effect the intergovernmental agreement between the parties, and to include a provision for automatic renewal of the agreement subject to the right of either party to terminate this agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth, it is agreed as follows:

1. Effective: This Agreement is effective July 1, 2010.
2. Term and Provision for Annual Renewal. The term of this Agreement shall be for a two year period, expiring on June 30, 2012, unless terminated as provided herein. Thereafter, this Agreement shall be automatically renewed on July 1 of each year, unless the Agreement is terminated by either one of the parties providing written notice of termination to the other party by no later than April 1 of each year.
3. General Roles of the Parties: Both parties acknowledge and agree that the District is primarily a funding mechanism to support and operate library services within Wasco County. The District has no employees and few assets. It plans to provide library services by contracting with the City and other entities that can provide these types of services to the public.
4. City Responsibilities:
 - 4.1 In General. Library facilities and services shall be made available to the public and the City shall work in coordination with other branches of the Wasco County Library.
 - 4.2 Facilities. The City shall provide facilities for the Main Branch Library.

- 4.2.1 The Main Branch Library is currently located at 722 Court Street in The Dalles. The location may be changed only in agreement with the District.
- 4.2.2 The City shall, at its own expense, be financially responsible for the major maintenance of the Main Branch Library building and grounds, including roofs, floor coverings, structural integrity of the structure, parking lots, sidewalks, landscaping and outside structural items such as decks and retaining walls. Major maintenance will be those items that cost more than \$10,000.
- 4.3 Indirect Administrative and Overhead Costs. The City shall, at its own expense, continue to provide the indirect administration and overhead costs of the Main Branch operation, incurred by other City departments, including Financial, Personnel, Administrative, and Legal Services.
- 4.4 Use of Awarded Funds. The City shall use awarded funds for operation of the Main Branch, including postage, telephone, Gorge LINK annual recurring costs, payroll and benefits for Main Branch personnel and the County Librarian, delivery of material to the other branch libraries, maintenance and operation of the Library Service Stations, including computer service and supplies, training and travel for Main Branch personnel, and Library processing supplies.
- 4.4.1 The City shall employ the County Librarian, a person agreed upon between the City and the District. That person shall be responsible for the administration of the Wasco County Library system, and will act as the District Budget Officer. The parties agree that the current Wasco County/The Dalles City Librarian shall serve as the initial County Librarian. At which time the current City/County Librarian is unable to serve, or desires to resign from this position, the City and District must mutually agree upon a replacement to fill the position. The City and District may also, upon joint agreement, remove any County Librarian at any time. The position of County Librarian is at-will and neither party shall take any action to contradict or degrade that status.
- 4.4.2 The City shall employ others as necessary to provide the general patron services, maintenance services, library collection services, information services, Gorge LINK services, youth services, and adult services, as outlined in the Service Plan dated January 10, 2006, presented by Ruth Metz Associates.
- 4.4.3 The City shall use at least \$92,000 of the awarded funds to purchase library collection materials for each fiscal year that this Agreement is in effect, in

consultation with the Library Board based upon a system-wide collection development plan.

- 4.4.4 The City may use money awarded to it from the District to provide for routine maintenance of electrical, plumbing, HVAC and other operational systems, and to pay for janitorial services. Utility charges and routine building and grounds maintenance, including minor repairs, may also be paid from funds awarded to the City. A minor repair is one that does not exceed \$10,000.
 - 4.4.5 Awarded funds cannot be used for expenses incurred prior to July 1, 2007, or any fiscal year prior to the award year without the District's prior approval.
 - 4.5 Hours of Operation. The Main Branch's hours of operation for the public shall be based on the operational needs as established by the Library Board and the City, and as budgeted by the District.
 - 4.6 Annual Reporting. The City will provide the Wasco County Board of Commissioners with an annual audit report, and make an oral presentation on activities throughout the Wasco County Library system for the year, at the time the audit report is presented to the District governing body.
 - 4.7 Purchasing and Contracting Rules. For procurement, the City shall comply with the applicable provisions of the Public Contracting Code (ORS 279A, 279B and 279C, as may be amended) and the City's own procurement rules promulgated in connection with those statutes.
 - 4.8 Insurance coverage. The City shall provide coverage as required under State of Oregon Workers' Compensation Act for all City employees and volunteers.
 - 4.9 Indemnity and Hold Harmless. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, the City shall indemnify and hold harmless the District, its officers, agents and employees from any claims arising out of or relating to the activities of the City or its officers, employees, subcontractors, or agents under this Agreement.
5. District Responsibilities
- 5.1 Library Board. The District, with input from cities or communities who will have branch libraries, shall appoint a Library Board, which will have the following general responsibilities:

- 5.1.1 Manage this Intergovernmental Agreement and (other similar agreements for the other Library Branches); and recommend to the District governing body any amendments to the intergovernmental agreement(s).
 - 5.1.2 Review and comment on future budgets and work plans developed under this Agreement.
 - 5.1.3 Recommend and advise on the appointment and performance of the County Librarian.
 - 5.1.4 Conduct an annual performance evaluation review of the County Librarian.
 - 5.1.5 Develop a policy for the allocation of Library materials.
 - 5.1.6 Adopt policies for the operation of the branch libraries, including late fees and fines, subject to review of the District's governing body.
 - 5.1.7 Make recommendations on the acceptance and use of real or personal property or funds donated to the District.
- 5.2 Authorize funding in accordance with the adopted budget and local budget law to provide Library services in Wasco County. The amount of funding shall be at the discretion of the District.

6. Financial Obligations and Considerations

- 6.1 All library fees, fines or interest collected by the City are solely for the benefit of the Wasco County Library and shall be utilized by the City for operation of the Main Branch Library. These amounts shall be reported to the District at the annual audit and report.
- 6.2 The annual operating and capital expenditures budget for the Main Branch (including the County Librarian's compensation) shall be recommended by the Library Board to the City and District no later than the end of March of each year this Agreement is in effect and shall be considered for approval by the City and District no later than May 15 of each year this Agreement is in effect.
- 6.3 The annual budget of the Main Branch Library shall include an Unappropriated Ending Fund Balance equal to the operating costs for July through October.
- 6.4 Any surplus of revenue due to operating costs being less than projected will be maintained by the City as carry-over for budgeting for services to be provided under this agreement. Any shortage due to lack of District taxes collected may result in the reduction in revenue received from the District, and may result in a corresponding reduction in services.

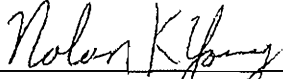
- 6.5 Assets currently owned by the City in the Main Branch Library shall continue to be considered the property of the City for the remaining life of the assets, and as the City expends District allocated funds to replace those assets or purchases new materials, including circulation materials, those items shall be considered property of the City for use in the Wasco County Library System.
- 6.6 Payment Schedule.
- 6.6.1 For each year this Agreement is in effect, the District shall distribute funds in four equal installments on November 30, December 31, February 28, and May 31. Provided however, that the final payment may be reduced if budgeted tax funds are not received by the District.
7. Performance of Responsibilities. While District can evaluate the quality of the performance of the City's responsibilities under this Agreement, the District will not control the day-to-day manner of the City's performance of its obligations. The City is responsible for those.
8. Funds Available. District expects to receive sufficient funds to finance the costs of this Agreement on an annual basis from each year's receipts. The City understands and agrees that the District's payments under this Agreement are contingent on the District's actual receipts, budgetary limitations and other expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to make payments. District may terminate this Agreement, or reduce payments to the City, without penalty or liability to District, effective upon the delivery of written notice to the City, if the District determines that there are insufficient funds available to make payments under this Agreement. Any shortage due to lack of funds may result in a corresponding reduction in library services offered by the City.
9. Audit. District shall have the right to audit the books of City as they relate to this Agreement. City hereby agrees that its books and records shall be available for inspection at reasonable times.
10. Nondiscrimination. The City and District agree that neither shall discriminate on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, or veteran's status in any activity or operation carried out in the performance of this Agreement.
11. Insurance. City shall provide proof of general liability, automobile and worker's compensation insurance within 30 days of the date of this contract. The general liability insurance shall be for an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate, and the automobile insurance shall be for an amount not less than \$1,000,000.00 per accident.

12. Subcontracts and Assignment; Successors in Interest. City shall not enter into any subcontracts for any of the services to be provided under this agreement, or assign or transfer any of its interest in this contract, without the prior written consent of the District. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
13. No Third Party Beneficiaries. City and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
14. Representations and Warranties. Each party represents and warrants to the other that it has the power and authority to enter into and perform this Agreement; and this Agreement, when executed and delivered, shall be a valid and binding obligation of the party. In addition, City represents and warrants that it has and will maintain personnel with the skill and knowledge possessed by well-informed members of its industry and profession; and those personnel shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if required, to perform the services of this Agreement.
15. Dispute Resolution. Any claim, action, suit or proceeding (collectively, "claim") between the parties that cannot be resolved and that arises from or relates to this Agreement shall be submitted to binding arbitration and not to litigation. The arbitrator's decision shall be final and binding and a judgment may be entered thereon. The party wishing to submit the claim to arbitration shall notify the other party of such intention. The parties shall choose an arbitrator within thirty (30) days of such notice.
16. Severability. If any term or provision of this Agreement is declared to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
17. Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
18. Amendments. This Agreement may be amended in writing only with the amendment signed by both parties.
19. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the following addresses:

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

Wasco County Library
Dan Ericksen, Chair
Wasco County Board of Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

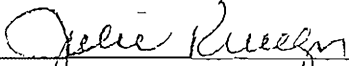
CITY OF THE DALLES



Nolan K. Young, City Manager

Date: 1-27-10

ATTEST:



Julie Krueger, MMC, City Clerk

Date: 1-27-10

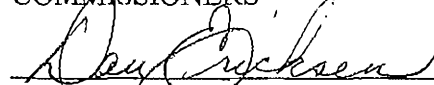
APPROVED AS TO FORM:



Gene E. Parker, City Attorney

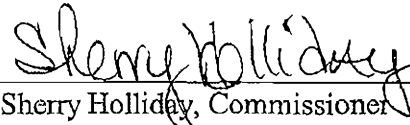
Date: January 26, 2010

WASCO COUNTY BOARD OF COMMISSIONERS



Dan Ericksen, Chair

Date: 2/17/10



Sherry Holliday, Commissioner

Date: 2-17-10



Bill Lennox, Commissioner

Date: 2-17-10



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

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

AGENDA STAFF REPORT CITY OF THE DALLES

| MEETING DATE | AGENDA LOCATION | AGENDA REPORT # |
|------------------|---------------------------|-----------------|
| January 23, 2012 | Discussion Items 12, B | 12-008 |

TO: Honorable Mayor and City Council
FROM: Cooper Whitman, Administrative Fellow
THRU: Nolan K. Young, City Manager *nkj*
DATE: January 11, 2012

ISSUE: Social Media Administrative Policy and Activities.

RELATED CITY COUNCIL GOAL: Goal 6: "Provide transparent and efficient administration of City government." Objectives Tier II B: "Develop Social Media Policy"

BACKGROUND: A 2010 Nielsen study found that 73% of Americans use social media at least once per week. In addition, a 2009 Pew study found that one in five internet users utilized social media in order to find political information or comment on civic issues. Because of these trends, social media use by local governments is rising as well: the International City/County Management Association recently surveyed all city-type governments with populations of 10,000 or greater and found that 67% of respondents utilize social media in some way.

Currently, the Office of the City Manager maintains a Facebook page as the City's lone social media presence. The outlet has been used successfully as a means of posting information regarding City projects, roads, policies, and other activities. Currently, there are 2,183 individuals who "like" the page, and therefore follow its activities. The City rarely responds to comments on its Facebook page, and only does so to provide factual information or direct to a particular employee to contact for information. Comments from the public are commonly received, and are generally positive.

Staff's intent is to continue or slightly expand its use of social media, with the following basic activities and principles:

- 1) The social media presence will be centralized in the Office of the City Manager, with the exception of The Dalles-Wasco County Library, which will have its own Facebook page.
- 2) Staff will continue its current use of Facebook.
- 3) Staff will initiate the use of Twitter, generally in its most limited form (automatic posts generated when the Facebook page is updated).
- 4) Staff will initiate the use of YouTube, as necessary for specific projects.
- 5) The City Manager has full discretion to expand or restrict staff's use of official social media outlets.

Staff also intends to adopt, as an administrative policy, the attached "City of The Dalles Social Media Policy."

BUDGET IMPLICATIONS: None, as the proposed use of social media can be accomplished with current staff.

RECOMMENDATION: Direct staff to proceed with the plan for social media activities and the implementation of the attached administrative social media policy as outlined in the staff report.

City of The Dalles Social Media Policy

External

The City of The Dalles uses Facebook (and other social media outlets) as a limited public forum. Anything posted on the City's official social media pages is subject to Oregon public records laws, records retention schedules, and the City's own policies. The City's social media policy can also be found here ([link to document on City website](#)).

The intended purpose of the City's use of social media is to serve as a mechanism for communication between City departments and members of the public. Comments posted to this page will be monitored closely by City administration for compliance under the City of The Dalles Social Media Policy, and the City reserves the right to restrict or remove any content that is deemed to be in violation of this policy.

Comment Guidelines

Comments, when allowed, will be monitored. Comments that contain the following, or contain links to sites that contain the following, will be removed:

- A. Lack of relation to the particular topic being discussed;
- B. Profane language or content;
- C. Support or opposition of particular political campaigns or ballot measures;
- D. Support or opposition of particular commercial services or products;
- E. Discrimination or the promotion, fostering or perpetuation of discrimination of any kind;
- F. Sexual content or links to sexual content;
- G. Solicitations of commerce, or "spam;"
- H. Encouragement of illegal activity;
- I. Information that may tend to compromise the safety or security of the public or public systems;
- J. Copyrighted material, without proper, legal attribution.

Comments, links or other information shared by individuals using official City social media outlets should not be construed as the opinion of the City.

Internal

The Office of the City Manager is responsible for the operation and oversight of the City's online presence, including all social media outlets. Changes to the City's website or social media channels must be approved by the City Manager, or by individuals that have been designated for that responsibility by the City Manager.

The primary purpose for the City's online presence is to engage the public and provide transparency for official activities. As such, individuals who are responsible for providing

content on the City's website or social media outlets must provide content that is relevant, concise and appropriate for the medium. Those who provide content are encouraged to use pictures when relevant to the topic.

If, at the discretion of the City Manager, other departments have individual social media pages, those departments must follow what is outlined in the City of The Dalles Social Media Policy.

City of The Dalles Official Use of Social Media Background Report

What Is Social Media?

Social media outlets are, essentially, web-based communication tools. Following are common areas of social media:

- Social networking (Facebook, MySpace, LinkedIn, Google+, etc.)
- Blogging (Blogger, Wordpress, etc.)
- Wikis (Wikipedia, etc.)
- Social bookmarking (Delicious, Stumbleupon, etc.)
- Microblogging (Twitter, Tumblr, etc.)
- Video sharing (Youtube, Vimeo, etc.)
- Photo sharing (Flickr, Picasa, TwitPic, etc.)

Why Is Social Media Important for Government?

- A 2010 Nielsen study found that 73% of Americans use social media at least once/week.
- A 2009 Pew study found that one in five internet users utilized a social media outlet in order to find political information or comment on civic issues.
- National trend towards active government transparency and support from elected leaders:
 - President Obama: “Executive departments and agencies should harness new technologies to put information about their operations and decisions online and readily available to the public. Executive departments and agencies should also solicit public feedback to identify information of greatest use to the public.” (Memorandum on Transparency and Open Government)
 - Oregon Attorney General John Kroger: “Government transparency is vital to a healthy democracy. Public scrutiny helps ensure that government works for the people and spends their tax dollars wisely. The best way to hold government accountable is to make government records and public meetings accessible to the people.”

Legal/Public Records Issues

Oregon public records laws apply to the content of the information, the location of it; thus, it doesn't matter whether the message was created on paper, on the website, or on Facebook. *There is little case law yet regarding government use of social media, so knowing exactly what is required of Cities when it comes to social media and the public record is difficult and qualified opinions vary greatly.* It is believed, however, that anything published by the entity online (citizen comments included) is covered under public records laws, and can be requested by anyone. It then becomes important to have a records retention policy and practice for any online medium maintained by the City.

Some sources suggest that because social media outlets are generally searchable back to the date a particular page began, records retention requirements are already met. Others suggest that there must be more stringent measures to ensure records are retained. A fairly simple, middle-of-the-road solution for online media is screen captures (examples later). Once per day, an employee should sign on to the page, push the "Print Scrn" key on the keyboard, open an MS-Word document, and click "Edit," then "Paste" (Ctrl-V). This takes a picture of the user's screen at any given moment, and can be retained as a document on the hard drive. These pictures can be retrieved at any time in accordance with public records retention guidelines. Screen captures should be taken of anything that has changed on the page since the last screen capture was taken. This action should not take more than 30 seconds daily.

Social Media Policy

Because of the legal issues involved and the importance of keeping public records, the City should adopt a social media policy. This policy should include the following:

- Explanation that the site is monitored closely;
- Reservation of the right to monitor and delete comments;
- Explanation of records retention policy;
- Explanation of the parameters under which comments may be deleted; for example:
 - Lack of relation to the current topic
 - Profanity
 - Support or opposition of political campaigns or ballot measures
 - Support or opposition of particular commercial services or products
 - Discrimination
 - Sexuality
 - Spam
 - Encouragement of illegal activity
 - Compromising safety
 - Copyrighted material

This policy may be published directly on most social media sites, either in full or in part with a link to the full policy. For example, following is a screen capture of the City of Oregon City's Facebook page ("Info" page):

...areas, recreational opportunities, business...

More

257

We like this

17

talking about this

129

were here

Likes

See All



Historic Oregon City



Clackamas County, Oregon



DCTV - Oregon City Television



Oregon City Chamber of Commerce



Oregon City, Oregon

Create a Page

General Information

The City of Oregon City uses Facebook as a limited public forum as defined in our "Web 2.0 and Social Media Policy", and subject to Oregon public records laws, records retention schedules, and the City Web 2.0 Use Policy.

The full policy is located here: <http://www.orcity.org/cityrecorder/web-20-and-social-media-policy>

Mission

The intended purpose of the site is to serve as a mechanism for communication between City departments and members of the public. Comments posted to this page will be monitored under the City of Oregon City policy, and the City reserves the right to remove inappropriate comments.

Comments

Comments, when allowed, will be monitored. Comments that contain the following shall not be allowed:

- A. Comments not topically related to the particular social topic being discussed
- B. Comments in support of or opposition to political campaigns or ballot measures;
- C. Profane language or content;
- D. Content that promotes, fosters, or perpetuates discrimination on the basis of membership in a protected class;
- E. Sexual content or links to sexual content;
- F. Solicitations of commerce;
- G. Conduct or encouragement of illegal activity;
- H. Information that may tend to compromise the safety or security of the public or public systems.

Links

Links added by users are not and should not be construed as the opinions of the City. In particular, prohibited links include:

- A. Candidate sites or sites advocating a position on City or other ballot issues.
- B. Corporate commercial sites. However, non-profit organizations with information on the City's Web site may include links to member or sponsor organizations.
- C. Individual personal home pages

Deletion of Content

The City reserves the right to restrict or remove any content that is deemed in violation of the Web 2.0 policy or any applicable law.

Current Local Government Use

On the subject of E-Government in general, ICMA mailed a survey to all "city-type governments with a population of 10,000 or greater and to all county governments that have either elected executives or appointed managers." Social media use was covered quickly, and the results were as follows:

- 67% use social media
- Of those 67%:
 - About 91% use Facebook, 70% use Twitter, 45% use YouTube, 20% use blogs, 16% use Flickr, and 9% use something else.
 - On a scale of 1-5, the number that best describes whether your local government's predominant use of social media is for one-way communication with citizens or two-way communication (with 1 being the government's use of social media is entirely one-way communication and 5 being entirely two-way communication):
 - 1 – 39%
 - 2 or 3 – 48%
 - 4 or 5 – 14%

Social Media Outlet Relevance/Importance Ranking

Based on the above research, the use of social media outlets by local government should be based on the following ranking—based on importance or relevance to local government:

- 1) Facebook
- 2) Twitter
- 3) YouTube
- 4) Photo Sharing (Flickr, Picasa)
- 5) Blogs (Blogger, Wordpress)

Irrelevant: social bookmarking sites (Stumbleupon, Delicious, etc.), various sites in relevant categories based on user demographics (Tumblr, MySpace, etc.).

No Data Available: Google+

Relevant/Important Social Media Outlet Summaries

Facebook

Facebook is a social networking site launched in 2004. As of September 2011, it has more than 800 million users and is the 2nd most trafficked website on the internet, both in the U.S. and worldwide; in 2010, it was estimated that nearly 42% of the United States' population was using Facebook. Users (individuals, groups, companies or other entities) can publish (or "post") pictures, videos, thoughts or links to other websites and share them with friends, family members or acquaintances who have mutually agreed to receive messages from each other—these "friends" can then comment on the item in various ways. Individual users must be at least 13 years of age, and must register publicly. There is no real anonymity on Facebook, thus comments tend to be higher quality. Following is a screen capture of the City of Sandy's Facebook page, for reference:

facebook

Email

Password

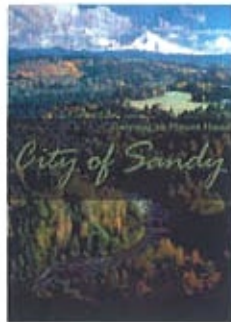
Log In

Keep me logged in

[Forgot your password?](#)

Sign Up

Facebook helps you connect and share with the people in your life.



- Wall
- Info
- Photos
- Links

About

The City of Sandy has a population of around 9,570, and is the Commercial C...

More

2,426

City of Sandy, Oregon

Like

Library · Sandy, Oregon



Wall



City of Sandy, Oregon

The City of Sandy is considering making some changes to how we use social media and we need your input. Please take a few moments and complete our social media survey at <http://www.cityofsandy.info/>. It is very short, easy to complete, and will help us improve our social media presence and possibly add some brand new ways to communicate with our citizens. Thank you!

City of Sandy Social Media Survey
www.cityofsandy.info

Like · Comment · November 7 at 8:50pm ·

City of Tigard, Oregon likes this.

Share



Phillip Tompkins Sr. Nov. 11 - 11 a.m. - Ceremonial tribute with patriotic music hosted by VFW Post 4273 and Auxiliary at the Sandy Veterans Memorial Station, intersection of Highways 26 and 211. 12 p.m. - Community potluck at VFW Post 4273, 38452 Proctor Blvd. Contact: Terry
November 10 at 9:50am

Create a Page

Libraries in Nearby Cities



Portland Libraries
89 near Portland



Lake Oswego Libraries
10 near Lake Oswego



Vancouver Libraries
8 near Vancouver

More

Twitter

Twitter is a microblogging site created in 2006. As of March 2011, it has more than 200 million users and is the 9th most trafficked website on the internet globally, 7th in the U.S. Users can post (or "tweet") thoughts or links to other websites using up to 140 characters (punctuation and spaces included). These tweets are shared with users that have specifically chosen to receive these messages (or "followers"). Followers can then re-tweet the messages as they were sent, re-tweet them with an accompanying comment, or respond directly to the person who sent them. Every tweet is restricted to 140 characters (links included) (hence the term "microblogging," or small-scale blogging (the term "blog" is explained later)). Following is a screen capture of the City of West Linn's Twitter page, for reference:

twitter Search Have an account? Sign in

City of West Linn

@WestLinnUpdate West Linn, Oregon
This is the official City of West Linn Twitter feed. West Linn, Oregon is the top ranked Oregon community in Money Magazine's Best Places to Live listing.
<http://westlinnoregon.gov>

[Follow](#) Text follow WestLinnUpdate to 21212 in Canada

Tweets Favorites Following Followers Lists

WestLinnUpdate City of West Linn
 Holiday Tree Lighting just around the corner December 2nd, 6pm
<fb.me/FTBU1oBU>
 1 hour ago

WestLinnUpdate City of West Linn
 Get involved. Serve the community. Share your skills. 11 Boards and Committees will have vacancies at the end... <fb.me/VBweo2ls>
 10 hours ago

WestLinnUpdate City of West Linn
 Three Rivers Charter School Partners with Neighbors Helping Neighbors program to spread some holiday cheer .
<fb.me/17VVBqDRDJ>
 14 Nov

WestLinnUpdate City of West Linn
 Music in the Stacks: The Spodee-os will perform at the library

Stay In touch with City of West Linn
Join Twitter right now:

Full name

Email

Password

Sign up

Curious how City of West Linn uses Twitter?
[Discover who @WestLinnUpdate follows](#)

About @WestLinnUpdate

| | | | |
|------------|-----------|-----------|----------|
| 197 | 89 | 68 | 5 |
| Tweets | Following | Followers | Listed |

[About](#) [Help](#) [Blog](#) [Mobile](#) [Status](#) [Jobs](#) [Terms](#) [Privacy](#)
[Advertisers](#) [Businesses](#) [Media](#) [Developers](#) [Resources](#)
 © 2011 Twitter

YouTube

YouTube is a video sharing website, created in 2005 and owned by Google since 2006. It is ranked as the 3rd most trafficked site both globally and in the U.S, and has 800 million unique visitors every month. Anyone can upload anything, so long as it doesn't violate the terms of use (nudity, copyrighted material, etc.). Comments on YouTube (which can be disabled), specifically, have received particular attention for their trend toward the aggressive and infantile. *Time*: "YouTube harnesses the stupidity of crowds as well as its wisdom." Following is a screen capture of the City of Bend's YouTube page, for reference:



Flickr

Flickr is an image/video hosting/sharing site. Owned by Yahoo! since 2005 and originally started in 2004, Flickr has 51 million registered users and almost double that number of visitors to the site—it is ranked as the 35th most trafficked site globally, 28th in the U.S. Registered users may post photos or videos publicly in albums, and other registered users may comment on those items. Comments aren't as prevalent as they are in other social media services. Following is a screen capture of an album uploaded by the City of Salem, for reference:

City of Salem's photostream

Sets Galleries Tags People Archives Favorites Profile

Search

Slideshow Email Facebook Twitter Share



Picture 026
2009 Take Care of Oregon
All rights reserved
Uploaded on Sep 8, 2009
0 comments



Picture 022
2009 Take Care of Oregon
All rights reserved
Uploaded on Sep 8, 2009
0 comments



2009 Take Care of Oregon
25 photos
1 view



Picture 028



Picture 024

Blogger/Wordpress

The term "blog" is short for "web log," or an online journal. Blogger and Wordpress are particular services that offer the free use of their blogging systems, though neither have to be used if the entity already has a website capable of hosting a blog. Blogger was created in 1999 and is owned by Google since 2003, which is tight-lipped about Blogger statistics. Wordpress, however (the smaller of the two main services), hosts more than 66 million blogs, read by more than 320 million people every month. Websites with ".blogspot.com" in the URL (indicating that they're hosted by Blogger), if taken together, are the 7th most trafficked sites on the internet globally, and 9th in the U.S. One major difference between blogs and other social media types is the length or detail of posts: blogs are generally a place to share significantly more words, or add more depth to other web content. Comments are welcome on blogs as well, but can be restricted to registered users, anonymous users, or disabled entirely. Following is a screen capture of the City of Portland's Water Bureau blog, for reference:

Recent Blog Posts [Scam artist targets property owners to "pay" for a new water main](#)

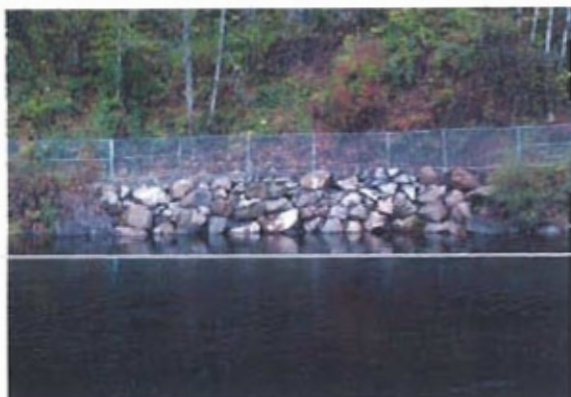
TheWaterBlog

Headworks Diversion Pool Repair

Recently, the east bank of the diversion pool washed out, and we needed to re-armour that side to ensure the use of the diversion pool to send water to town. The crew was able place large boulders to hold the bank in place, and then back-fill the washed out area with rock. They are very good at adapting to challenging circumstances, i.e. working in a tight space next to a very important and sensitive part of our infrastructure. The Headworks Diversion Pool repair is now complete and the beaver fence is back in place.

A big thanks to Fred Willey, Marty Fairbrother, Keith Wiebold, Craig Mcmillan, and Chad Hall for their work on the project!

Tim Grandie
Sandy River Station Supervisor



November 16, 2011 | Comments (1) | Post a Comment

Blue Revolution @ OMSI Science Pub

If you're up for something more educationally engaging than simply hanging out at your local pub, [OMSI's Science Pub](#) may be your thing. An upcoming visit from Cynthia Barnett, author of the new book [Blue Revolution: Unmaking America's Water Crisis](#), caught our attention.

Tuesday, November 15th at 7:00 pm
McManamin's Mission Theater and Pub, 1624 NW Glisan

Coming from Florida, Barnett's perspective may not be quite applicable to the circumstances related to water here in the wet northwest, though her research at the national scale likely brings us a new view on "America's water crisis." Reading several online reviews, Barnett's book brings global examples of countries like Australia dealing with chronic drought and draws lessons from these places.

An LA Times blogger reviewed Barnett's book from the gardener's perspective, and shared how outdoor water conservation is critical place for improvement, especially in California: "[Most of all, we realize that we have choices and making ethical ones can begin a revolution.](#)" Barnett basically urges that water consciousness, not just conservation, needs to be the next wave of being green.

Judi Ranton
Water Efficiency Program Manager

November 14, 2011 | Comments (4) | Post a Comment

Testing of Emergency Alert System Scheduled Today - This is only a test!

Don't be alarmed when you hear a test of the National Emergency Alert System today at 11 a.m. (November 9th). Our friends over at [Portland Bureau of Emergency Management \(PBEM\)](#) are working to spread the word about this test, which will be conducted by the Federal Emergency Management Agency (FEMA), the Federal Communications Commission (FCC) and the National Oceanic and Atmospheric Administration (NOAA). While we have periodic local emergency alert tests, this is actually the first time the national system has ever been tested over to us. Thankfully, it is only a test!



Emergency Alert System
Nationwide Test

Current City of The Dalles Use

Izetta Grossman is currently authorized to manage the City's social media presence, which is limited to a City-wide Facebook page. The page is generally used to post information regarding City projects, roads, policies, etc. Following is a screen capture of the front page on November 16.

facebook Email Password [Log In](#)
 Keep me logged in [Forgot your password?](#)

[Sign Up](#) Facebook helps you connect and share with the people in your life.

 **The Dalles, Oregon** [Like](#) [Create a Page](#)
Government Organization · The Dalles, Oregon

Wall

 **The Dalles, Oregon**
The City of The Dalles Public Works Department is asking for help from the community in dealing with the fallen leaves, which can clog storm drains and cause slippery road conditions.

Please do not rake or blow leaves into the street. Recommended options for disposal are composting or using the services of The Dalles Disposal.

Leaves will be accepted from residential services at no charge during the month of November by The Dalles Disposal if they are taken to the transfer station at 1317 West First Street, Monday through Friday between 9 am and 4:30 pm. For more information on this option, or to make arrangements for yard debris service, contact The Dalles Disposal at (541) 298-5149.

[Like](#) · [Comment](#) · November 4 at 2:07pm · 

[MaryLee Browning and Nilda A. Chávez like this.](#)

 **The Dalles, Oregon**
Did you know the City offers Auto Pay for your Sewer Water bill? Make your life a little bit easier by signing up to have your City water and sewer bills paid automatically. Once you've signed up for this process, your City utility payment will be drafted from your bank account automatically every month, so you don't have to worry about forgetting to write that check, put it in the mail, or deliver it to City Hall. You won't be surprised by late fees or penalties either. Stop by City Hall or go online for the application.

[Like](#) · [Comment](#) · October 27 at 9:35am · 

[Brian Aher and Nilda A. Chávez like this.](#)

Wall
[Info](#)
[Events](#)

About
The City of The Dalles, Oregon, is situated in the north-central part of th...
[More](#)

2,159
like this

24
talking about this

617
were here

[Create a Page](#)

Following is a screen capture of the "Info" page:

facebook

Email

Password

Log In

Sign Up

Facebook helps you connect and share with the people in your life.



Wall

Info

Events

About

The City of The Dalles, Oregon, is situated in the north-central part of th...

More

2,159

like this

24

things about this

617

were here

Create a Page

The Dalles, Oregon

Like

Create a Page

Government Organization · The Dalles, Oregon

Information

Address 313 Court Street, The Dalles, OR 97058 · Get Directions
Phone 1 541.296.5481
Website <http://www.thedalles.org>
Status Open until 5:00 pm
Hours Mon - Fri: 8:00 am-5:00 pm



About

The City of The Dalles, Oregon, is situated in the north-central part of the state on the Columbia River, the nation's second largest river. It is the county seat and the largest community in Wasco County.

Mission

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

Parking

Street
Parking Lot

Public Transit

<http://www.facebook.com/pages/The-Dalles-OR/The-Transportation-Network/309733875219>

Browse Places

Following is a screen capture demonstrating the various social capabilities of the service (comments and likes):



The Dalles, Oregon

There will be a 9-11 Tenth Anniversary Memorial Ceremony at the Mid Columbia Fire & Rescue Station at 1400 West 8th Street, at 6:45am on Sunday, September 11th. Please join us. The program can be found on the City Website, Home Page

September 6 at 11:47am · Like · Comment

Michael Bisterfeld, Zachary Hooper and 2 others like this.



The Dalles, Oregon

With the start of the school year all of the law enforcement agencies would like to remind everyone of the speed limits in school zones. Where posted the speed limit is 20 MPH on school days between 7am - 5pm. We would also ask that all drivers be careful and give an extra look for children in the area

September 6 at 11:04am · Like · Comment

Ella Salisbury Hogan, Sunshine Kruczek and Tracey Walleke like this.



Sunshine Kruczek Especially coming up and down Scenic Drive / Trevitt, where people drive it like a speedway. Please remember Col. Wright is there!

September 6 at 11:58am



The Dalles, Oregon

The Public Wi Fi system is generally the downtown core area, from Taco Del Mar to the Skata park, with coverage over to 4th Street at the County Court House to the Vet building and up to City Park. There is coverage at the Rodeo Ground and the Marina next to RiverFront Park. Enjoy and Thank you Google for the grant.

September 2 at 4:48pm · Like · Comment

Carol Evans, Deanna Oaks Ellison, Susan Huntington and 9 others like this.



Brian Ahier Yes, thank you Google!

September 2 at 4:50pm



Roxann Murphy Bustos Thanks Google!!!

September 2 at 5:03pm

Currently, the City offers little interaction with the public via Facebook. The pattern regarding two-way communication tends to be that a response is warranted only to answer a fact-based question or offer direction on whom to contact. For example:

—1—



The Dalles, Oregon

Monday, July 11th the intersection of West 6th Street and Chenoweth Loop Road will be closed from 7am to 6pm due to an emergency sewer repair. Motorists needing to use Chenoweth Loop Road should detour via Hostetler and West 8th Street. The intersection will be plated and re-opened during non-working hours.

July 8 at 8:29am · Like · Comment

Jim Wilcox and David Mays like this.



Audra Moffett Thanks for the heads up!

July 8 at 8:46am



Angela Schultze what about those who travel 6th from Hwy 30 going into town

July 8 at 9:23am



The Dalles, Oregon 6th will be open, possibly with flaggers as needed.

July 8 at 9:44am



The Dalles, Oregon

The Union Street Undercrossing remains closed due to the continued high level of the Columbia River. According to the Corps of Engineers Control Station, current pool levels will continue until at least the first week in July.

After the water recedes from the road surface, the closure of the Undercrossing will continue for 1-2 weeks to allow the roadway subsurface to drain sufficiently to support vehicle weights.

June 15 at 2:30pm · Like · Comment



Matthew Seckora Do you think this could of been saved if the city used a different method for the barrier like a nice concrete wall to prevent water to back up the underpass? Made the Leader Telegram in Eau Claire, WI and maybe National news.

June 15 at 2:43pm · 2 people



Spencer Harmon Molt yes it sounds like very poor designing. Oh the changing lights are swell lol!

June 16 at 1:14am



The Dalles, Oregon Engineering design of the underpass was done with consideration of the power of the river and fluctuation of the water level, many elements to consider.

June 16 at 9:18am



Joyce Adams i used to live in the dalles a long time ago, on union st, boy!! at the changes!!

July 15 at 10:13am



The Dalles, Oregon

The City of The Dalles City Council is preparing for a Town Hall Meeting and would like citizens to email City Clerk Julie Krueger (jkrueger@ci.the-dalles.or.us) any topics that they would like to discuss. This list will be used for future Town Hall Meetings. Please submit your ideas/questions to Julie by November 1st.

Like · Comment · October 11 at 2:36pm · 4



Tammy Dennee Transportation tax to divide residential lots. A grandfather clause should be enacted for property owners who purchased prior to this ordinance.

October 11 at 4:26pm · 1



Dave Ofsen I know there has been talk in regards to an off leash dog park. What is the status on this much needed community project

October 12 at 12:42pm · 1



The Dalles, Oregon Thank you for your comments, please email them to jkrueger@ci.the-dalles.or.us for future Town Hall Meetings.

October 18 at 12:22pm

Occasionally, the page is used for linking to relevant videos or showing photos of city projects. For example:

—1—



The Dalles, Oregon

Check out the new marketing video thanks to The Dalles Area Chamber of Commerce http://www.youtube.com/embed/1_ivRz4DAc"

YouTube - Broadcast Yourself
www.youtube.com

March 1 at 4:14pm · Like · Comment

Brian Ahier, Skippers TheDalles, Susan Meader Thomas and 6 others like this.

Rebecca Jones Awesome video of our town!!!
March 1 at 4:23pm

Megan Smith waking up this morning at -5. I miss home! Great job!
March 2 at 12:10am

Northern Wasco Parks and Recreation Great Video... makes The Dalles look so cool!
March 2 at 1:20pm · 1 person

Michael Hucke I miss it a little. Nice video.
March 3 at 8:35pm

—2—



The Dalles, Oregon

Check out the LED Lights at the Roundabout... best viewed after dark :)



Wall Photos

July 6 at 8:32am · Like · Comment

Brian Ahier, Margie Martin Rossman, Angel Marie Wheeler and 13 others like this.

Marcia Scott Awesome job, cant wait to come back home to see it!
July 8 at 7:53pm

The Facebook page has also been used for an intentionally interactive purpose, like to solicit participation in the Vision Action Plan Survey.



The Dalles, Oregon

Calling all Citizens - The Vision Action Plan Survey is posted to the City website. Please fill it out and email it to Thomas Gilbertson. Directions and Survey on City Home Page. www.thedalles.org



Home | City of The Dalles
www.thedalles.org

HOT TOPICS: The next Vision Action Plan Survey is ready for your input. Click on SURVEY, check your choices, then click submit and your answers will be sent to us. Thank you for your participation in this survey.

April 14 at 11:16am · Like · Comment

Sharry Herbst Bowers, Anya Kawka and Klaus Waschmann like this.

Anya Kawka Everyone do this! I just did it.
April 14 at 11:39am

The emergency alert capabilities of Facebook have not yet been utilized by the City, but it should be noted that they exist. For example, following is a screen capture of Fairfax County, Virginia's Facebook page, which was used to help find a missing boy.



Fairfax County Government
Police are searching for a missing 12-year-old autistic boy in the Annandale area tonight. Micah May was last seen around 6:45 p.m. today (Thursday, Sept. 15) at his home in the 4600 block of Logsdon Drive. He is wearing a red long-sleeved shirt with black stripes and a white collar, red running pants and black shoes. He is described as white, about 4 feet 10 inches tall and 111 pounds, with blonde hair and brown eyes. Micah is a highly functioning autistic child. If you see him, please contact police immediately at 703-691-2131.

Wall Photos


16 hours ago · Like · Comment

Kathleen Pottle Brannon likes this.

View all 43 shares

Alan Afshin Rezaie Hope u guys find the boy..it has happened to me on a few occasions ...Lucky I found my boy
16 hours ago

Cindy Couture Shared amongst my friends. Hope he is home safe and sound very soon .
13 hours ago

Sadaf Rahman Hope he is found safe! May God give his parents strength, Ameen!
10 hours ago

Lavanya Ravulapalli Hope he is safe and back home!
8 hours ago

Sandy Bambrick Holt just got home a couple hours ago - thank goodness! Thanks to all!
7 hours ago ·  3 people

Fairfax County Government Micah May was found safe this morning at 5:20 a.m. Thanks to everyone for all the shares on Facebook last night.
7 hours ago

