

AGENDA

REGULAR CITY COUNCIL MEETING

April 26, 2010

5:30 p.m.

CITY HALL COUNCIL CHAMBER  
313 COURT STREET  
THE DALLES, OREGON

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. OATH OF OFFICE - Mayor Wilcox
6. PRESENTATIONS/PROCLAMATIONS
  - A. Presentation by Alex Jara Regarding Cultural Concerns
7. AUDIENCE PARTICIPATION

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



## 11. CONSENT AGENDA

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

- A. Approval of April 12, 2010 Regular City Council Meeting Minutes
- B. Authorization for City Clerk to Endorse OLCC Change in Ownership Application for Ninth Street Sugar Bowl

## 12. CONTRACT REVIEW BOARD ACTIONS

- A. Award Contract to Oregon Department of Transportation (ODOT) for Upgrade of Webber Street Traffic Signals [Agenda Staff Report #10-029]
- B. Award Contract for Periodic Review Work Program and Planning Services With Winterbrook Planning [Agenda Staff Report #10-030]

## 13. ACTION ITEMS

- A. Approval to Sign a Grant in the Amount of \$4,350 for Historic Landmarks Commission Certified Local Government Projects [Agenda Staff Report #10-025]
- B. Resolution No. 10-007 Establishing Public Improvement Requirements for Local Streets in Residential Zones [Agenda Staff Report #10-026]
- C. Approval of Employee Compensation Plan for Non-Union Employees [Agenda Staff Report #10-027]
- D. Approval of Chamber of Commerce Tourism Promotion Scope of Work and Budget for Fiscal Year 2010-11 [Agenda Staff Report #10-031]

## 14. DISCUSSION ITEMS

- A. Discussion Regarding Process to Review Transportation Systems Development Charges [Agenda Staff Report #10-028]



15. ADJOURNMENT

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

Prepared by/  
Julie Krueger, MMC  
City Clerk

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## CITY of THE DALLES

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 296-5481  
FAX (541) 296-6908

### AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 26, 2010	Presentation 6, A	

**TO:** Mayor and City Council

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

**DATE:** April 13, 2010

**ISSUE:** Alex Jara will make a presentation on behalf of "We The People"  
(information attached)

**BACKGROUND:** Former Mayor Lesich and City staff has been in conversations with this group since June of 2009. On July 18, 2009, a public forum was held where the Mayor and City Manager and Police Chief listened to the concerns expressed by the Latino Community regarding the police, and judicial systems in the community. At that meeting "We the People" asked the City to sign the 10 points that is being presented to the council in the attached correspondence. We chose not to sign the document based on the fact that it was the first time we had seen it and needed time to look into each item and several of the items are outside the City's control. Attached is the response sent to this group in September of 2009. In January, we received an additional letter from this group. In April, they met with Former Mayor Lesich and State Representative John Huffman (see attached letter to Representative Huffman) to go over their ten points. Representative Huffman and the Mayor encouraged them to get involved locally in a positive way. Wednesday the 21<sup>st</sup> I will be meeting with this group to further explain our position on each of the items and to hear what they have to say. Hopefully at that time they will provide the additional information that I have requested.

**BUDGET IMPLICATIONS:** Depends on the action the Council takes on each of the items.

**COUNCIL ALTERNATIVES:** This is a presentation. Council can either give the staff some general direction or have a specific action item placed on a future agenda.



To City Council

We the People of The Dalles OR, would like to express our concerns

1. The Ten Points
2. Civil Rights Violations

**The Ten Points**

1. Certified Translators
2. The use of language line must be an obligation
3. Optional traffic classes offered by the court in Spanish
4. Cultural diversity training for police officers
5. Form a consult committee, by Latin community to help police
6. Work on coordination between local, county, and State police
7. Grant access for immediate communication with counsel or attorney
8. The reasons drivers get detained by officials should be clear and not for distinction
9. Establish a bridge of communication by way of a forum every three months, so that the city and the community can speak openly about topics that interest them.
10. Educate and inform what rights the police and the school district have to investigate under age students.

Thank You

We the People  
Alex Jara  
(541) 728-9406  
[jaraalex07@gmail.com](mailto:jaraalex07@gmail.com)

received  
8/25/09 mjd

St

pls ~~see~~ email

**WE THE PEOPLE**  
Office of LULAC of Oregon

Alex Jara  
President

541-296-2876  
jaraalex07@gmail.com

August 21, 2009

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

Re: Follow-up to community forum held July 16, 2009.

Dear Mr. Young,

We continue to invite a cooperative effort from city and county officials to establish a cohesive relationship with not only the Latino population but with all concerned citizens of our community.

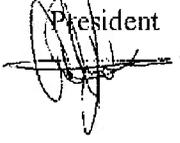
We anxiously await invitations for dialogue or reports from your office relating to improvements and/or goals as stipulated in "The Ten Points" of better communication and cooperation between public servants and citizens.

- 1. Certified Translators**
- 2. The use of language line must be an obligation**
- 3. Optional traffic classes offered by the court in Spanish**
- 4. Cultural diversity training for police officers**
- 5. Form a consult committee, by Latin community to help police**
- 6. Work on coordination between local, county, and State police**
- 7. Grant access for immediate communication with counsel or attorney**
- 8. The reasons drivers get detained by officials should be clear and not for distinction of race.**
- 9. Establish a bridge of communication by way of a forum every three months, so that the city and the community can speak openly about topics that interest them.**
- 10. Educate and inform what rights the police and the school district have to investigate under age students.**

We appreciate that you (or your representative) acknowledged "The Ten Points" as valid at the community forum and expressed a willingness to earnestly engage them.

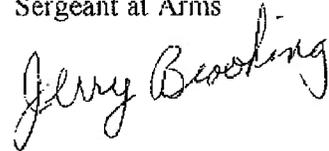
Sincerely,

Alex Jara  
President

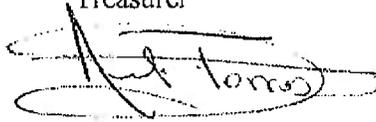


  
Gary West  
Vice President

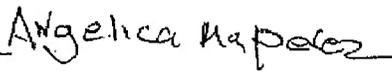
Jerry Brookins  
Sergeant at Arms



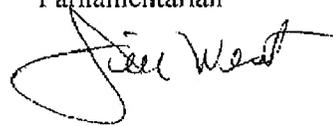
Araceli Torres  
Treasurer



Angelica Perez  
Secretary



Jill West  
Parliamentarian



Cc: Eric Nisley  
Nolan Young  
Nikki L. Lesich  
Jay Waterbury  
Rick Eiesland  
Gene Parker  
Dan Erickson

Janet Stauffer  
Maria Rodriguez-Salazar  
John Huffman



CITY of THE DALLES  
313 COURT STREET  
THE DALLES, OREGON 97058

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(541) 296-5481  
FAX (541) 296-8906

September 4, 2009

Alex Jara  
Representative for We The People  
119 E Second St, Room 209  
The Dalles, OR 97058

Dear Mr. Jara,

Thank you for your patience as we prepared our response to the 10 points presented to us by We The People. It is the desire of the City of The Dalles to continue to have open lines of communication with the entire community, including the Latino population.

Enclosed you will find our response to each of the 10 points. You will note that there are items that require more information from you, as well as ones for which we are still investigating solutions. In the interest of timeliness, we wanted to get this to you as soon as possible.

Sincerely,

Nolan K. Young  
City Manager

cc: Mayor and City Council  
Chief Jay Waterbury  
Judge Dan Ericksen

**City of The Dalles response to the "Ten Points" raised by  
WE THE PEOPLE in The Dalles, Oregon**

1. Certified Translators: We assume this refers to use in a courtroom setting. ORS 45.288 (2) sets forth the general rule for criminal proceedings in court. Courts are required to appoint a certified interpreter or if a certified interpreter is not available, able or willing to serve the court has the ability to appoint a qualified interpreter. A qualified interpreter has been defined as a person who is readily able to communicate with a non-English speaking person who can orally translate the meaning of statements to and from English and the language spoken by the non-English speaking person. Municipal Court for The City of The Dalles has used the services of the same qualified interpreter for Hispanic defendants for three decades. We feel that this individual does the job that is needed, looking out for the rights of the defendants as well as assisting the court in its processes. We pledge this: if this interpreter is not readily available to first try to obtain a certified interpreter and if they aren't available to be very selective in engaging the services of a qualified individual.
2. Use of Language line: We have established a policy that we are in the process of placing in writing, which encourages the officers to use the language line when the need is identified. We will be budgeting additional funds to cover this expense. We need further clarification as to which form is requested to be in Spanish.
3. Traffic Classes in Spanish: There is already a traffic diversion school offered by court services in Hood River that is available in Spanish to defendants of The Dalles Municipal Court. We are still investigating options for the seat belt diversion class.
4. Cultural Diversity Training for Police Officers: All police officers during their required training at the Police Academy are given 8 hours of classroom training on cultural awareness and diversity. We will enhance this training by providing a refresher course on Cultural Diversity and Awareness once every 5 years. The first class will be scheduled for 2010, in order to budget for this training.
5. Formation of a consulting committee from the Latino community to help police: Under our form of government the City Council sets policy, the City Manager carries out that policy. The City Manager hires a Police Chief to help formulate and carry out operational procedures as it relates to the Police Department. The same is true for all city departments. A separate consulting committee has historically not worked well in this format. What does work well and exists in this community is the Police Chief continues to have an open door policy to meet with any group. The City Manager is also willing to be involved if individuals feel they need additional help beyond what the Police Chief can provide.
6. Work on coordination between local, county and state police: We need clarification on what the issue is. We feel that the cooperation between local City, County, and State Police is one of the strongest, if not the strongest in the State of Oregon.

7. Grant access for immediate communication with counsel or attorney: We feel this issue is already covered by existing federal and state law and local procedures. Individuals are informed of their rights and if at any time, they ask for an attorney all questioning stops.
8. Provide clear reason why someone is detained not pertaining to distinction of race: Oregon Law clearly defines when and why we may stop and/or detain a person, race is not included. All police officers are thoroughly trained in this procedure. Our department policy on discrimination states "A member of the department shall not allow any of his actions or decisions to be affected by prejudice of sex, race, color, religion, or political belief". We take this policy seriously.
9. Establish a bridge of communication forum every three months: We feel that every three months is too often to be effective over time. We would agree to every six months as long as significant efforts were made to involve all aspects of the Latino community, and the forums were open to all sectors of the community
10. Educate and inform the public about what rights the police and school have to investigate: We will work with the schools to develop a pamphlet for parents in both English and Spanish to inform them of the process that law enforcement follows in investigating juveniles. This pamphlet will be made available to the community when completed.



**WE THE PEOPLE**  
Office of LULAC of Oregon

Alex Jara  
President

626-347-5561  
jaraalex07@gmail.com

January 4, 2010

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

Re: Response to the "Ten Points"

Dear Mr. Young,

Thank you for your response to the "Ten Points" suggested by WE THE PEOPLE of The Dalles, Oregon. Let us start out by saying, your response was the only one received from the many that were requested to respond to our concerns. We feel your effort was sincere and will be productive in bringing the community together.

However, we would like to comment on #5 and #10. With regards to your response to #5, the Police Chiefs' open door policy continues to be frustrating. Many excuses for information or help are given by his office:

"The person who handles that isn't here today."

"We can't seem to find that information."

"There is no documentation of that; I just keep track of that in my head."

Part of your response to #5 said, "The City Manager is also willing to be involved if individuals feel they need additional help beyond what the Police Chief can provide. We will take that to mean The City Manager wants to hear about the Police Chief giving people the "run around"

With regards to #10, we believe the development of a pamphlet for parents in both English and Spanish to inform them of the process that law enforcement follows in investigating juveniles is exactly what is needed. We look forward to this pamphlet soon.

Sincerely,  
Alex Jara

cc: Mayor and City Council  
Chief Jay Waterbury  
Judge Dan Ericksen

3/16/10

To my Representative John Huffman.

First of all we would like to thank you for the letter you send us regarding the things you are doing in your capacity as our representative. As much as we appreciate the hard work you are doing, there are some very important issues that need your attention that you have not yet addressed.

Last year I sent you a letter concerning some very serious problems in the community of The Dalles. Below are the concerns I expressed which have not yet been addressed:

- There are continued incidences of police harassment, and civil rights violations.
- The courts are giving unfair and unequal treatment to the people they are supposed to be serving (especially the Hispanic population).
- The school system has staff members that are discriminating against the Hispanic children and their families.
- There is great concern over the problems created by the four day school week for Middle and High schoolers.
- There is evidence that the district attorney is abusing his power; especially with regard to Hispanic people.

We have been talking with chief of Police, City Manager, and our Mayor, and none of them are doing anything about it. Many people in the community are concerned about these things; both whites and Hispanics. Of course, if you were to ask around city hall or the courthouse, I'm sure the answer you get would be that there is nothing wrong, but we all know how that goes... All of this needs to stop, and we really need your help to investigate how things are being run in the City of The Dalles and the Wasco County courts.

You know that we have an organization called "**We the People**" in The Dalles, and other, larger organizations that are supporting us such as the League United Latino American Citizens (LULAC), Center for Intercultural Organizing (CIO) and CAUSA. These organizations will support us with any and all action necessary to see to it that the above stated issues are resolved to the community's satisfaction.

We feel that, for the most part, the governmental agencies that are supposed to support and protect us have been disregarding our concerns. The discontent is reaching a pressure point, and we really need you, and other fair minded people like yourself, to come to our aid in the investigation of these *very serious problems* facing the community of The Dalles; *immediately, if not sooner!* Please call 'We the People' to set an appointment to meet with us before the end of March. It is imperative that we have a discussion with you very soon!

Again, we appreciate all of the good things you're doing. We also know that you are a very busy man, but we really need to hear from you, and will be looking forward to talking to you very soon! You will find our representative's contact information below.

Regards,

We the People

Alex Jara

President

[Jaraalex07@gmail.com](mailto:Jaraalex07@gmail.com)

Office: (541) 728-9406

Cell: (626) 347-5561



**AGENDA STAFF REPORT**  
CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 26, 2010	Consent Agenda 11, A- B	N/A

**TO:** Honorable Mayor and City Council

**FROM:** Julie Krueger, MMC, City Clerk

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

**DATE:** April 14, 2010

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

A. **ITEM:** Approval of April 12, 2010 Regular City Council Meeting Minutes.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The minutes of the April 12, 2010 regular City Council meeting have been prepared and are submitted for review and approval.

**RECOMMENDATION:** That City Council review and approve the minutes of the April 12, 2010 regular City Council meeting.

B. **ITEM:** Authorization for City Clerk to Endorse OLCC Change in Ownership Application for Ninth Street Sugar Bowl.

**BUDGET IMPLICATIONS:** A \$75.00 fee will be charged and credited to the General Fund.

**SYNOPSIS:** The Ninth Street Sugar Bowl is under new ownership. The Police Department has investigated the application and recommends it be approved.

**RECOMMENDATION:** That City Council authorize the City Clerk to endorse the OLCC Change in Ownership application for Ninth Street Sugar Bowl.



## **MINUTES**

REGULAR COUNCIL MEETING  
OF  
APRIL 12, 2010  
5:30 P.M.  
CITY HALL COUNCIL CHAMBER  
313 COURT STREET  
THE DALLES, OREGON

**PRESIDING:** Mayor pro-tem Jim Wilcox

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

**COUNCIL ABSENT:** Mayor position vacant

**STAFF PRESENT:** City Manager Nolan Young, City Clerk Julie Krueger, Public Works Director Dave Anderson, Finance Director Kate Mast, Community Development Director Dan Durow, Police Chief Jay Waterbury

### **CALL TO ORDER**

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

### **APPROVAL OF AGENDA**

Mayor pro-tem Wilcox asked the Council to add two items to the agenda: discussion regarding Mayor position vacancy to City Council Reports; and a discussion item regarding the Council's position on business development and the effects of transportation systems development charges.

MINUTES (Continued)  
Regular Council Meeting  
April 12, 2010  
Page 2

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

### **PRESENTATIONS/PROCLAMATIONS**

Bob McFadden reported on the recent trip to Miyoshi City. He introduced those in attendance who went on the trip, including Councilor Carolyn Wood, Corliss and Bill Marsh, Andrea Klaas, Nora Donovan, and Dave Griffith.

McFadden shared photographs of events and brochures from some of the sights they visited. He said they received a welcome ceremony, were greeted by their host families and participated in a tree planting ceremony. He provided two plaques related to the tree planting ceremony. McFadden and Councilor Wood presented gifts which were sent to the Mayor and Council. The gifts included candy and scarves.

McFadden thanked the City Council for their continued support of the Sister City program and said a group of students would be traveling to Japan this August.

Councilor Wood presented her photo album from the trip and said it would be available in the City Clerk's Office for a period of time if people wanted to look at it.

Councilor Spatz thanked McFadden for his long standing efforts to maintain the sister city relationship.

### **AUDIENCE PARTICIPATION**

Former Mayor Nikki Lesich explained that her recent resignation was to take a position as the City's Codes Enforcement Officer. She thanked each Councilor for their support and their dedication to the City. Lesich thanked staff for all the work they did to make the Council and City successful.

Mayor pro-tem Wilcox thanked Lesich for her service to the City.

### **CITY MANAGER REPORT**

City Manager Young asked the City Council to authorize him to sign the agreement with the Education Service District for IT services to the City, in the amount of \$94,624.00.

MINUTES (Continued)  
Regular Council Meeting  
April 12, 2010  
Page 3

It was moved by Wood and seconded by Spatz to authorize the City Manager to sign an agreement with Education Service District for IT services in the amount of \$94,624. The motion carried unanimously.

City Manager Young reported there had been severe water damage to the old scale house, located at the Union Street crossing. He said this building had been scheduled for demolition within two years as part of the festival area and said staff planned to proceed with demolition at this time, due to the damage.

Young reported the first set of budget issue papers had been mailed out and more would be sent out weekly. He reminded the City Council that budget meetings would begin on May 3<sup>rd</sup>.

Young said there were two City projects being considered for Connect Oregon III grants, airport runway strengthening and the marine terminal project. He said he and Chuck Covert would be attending a meeting on Friday with Oregon Department of Transportation (ODOT) to promote the projects. Young said a decision should be made in June or July regarding which projects would receive funding.

Mayor pro-tem Wilcox asked if the grant money was all in one group or if grants would be awarded by category. City Manager Young said they could be divided among air, rail, and water and that it was also a goal to make sure each region received some funding. He said the two projects could compete but that both could also be awarded.

### **CITY COUNCIL REPORTS**

Councilor Wood said she had enjoyed the trip to Japan and said they had visited the Disaster Museum in Kobe, as well and the museum in Hiroshima.

Councilor Spatz said the Community Outreach Team had met a staff person of Senator Merkley while in Washington, D.C. and had learned he lived in the Mosier area. Spatz said some of the team members had the opportunity to tour him through our area and show him some of the proposed projects. He said they had also been able to discuss important wind energy issues with him.

Councilor Ahier said he had spoken with the City Attorney regarding the legality of regulating political signs. He said due to free speech rights, the size requirement in our ordinance was not enforceable. Ahier said the City Attorney has suggested the City Council could direct staff to make it a priority to amend the ordinance prior to the General Election to correct that section.

MINUTES (Continued)  
Regular Council Meeting  
April 12, 2010  
Page 4

It was the consensus of the City Council to direct staff to make it a priority to amend the sign ordinance regulating the size of political signs.

Mayor pro-tem Wilcox said the Airport Commission would be meeting on Friday at 7:00 a.m. and would be considering a water agreement, which would be very important to future development at the Airport.

Declaring Position of Mayor Vacant

Mayor pro-tem Wilcox said Mayor Lesich had submitted her resignation effective April 7, 2010.

It was moved by Dick and seconded by Wood to accept the resignation, with regret, and to declare the position of Mayor vacant. The motion carried unanimously.

Councilor Wood suggested the Council allow Councilor Wilcox to continue to serve as Mayor pro-tem, keeping his ability to vote, until the end of the year. She said the other Councilors could assist with presentations and events if needed.

Councilor Ahier said he believed it was important to have a full Council. He suggested the City Council appoint Councilor Wilcox as Mayor, then fill his vacant position on the City Council.

Mayor pro-tem Wilcox said he would go along with the decision of the Council and asked if anyone else on the City Council was interested in serving in the position of Mayor.

Councilor Spatz said he would be more comfortable with Wilcox serving in the capacity of Mayor because he had more experience in managing the meetings.

Councilor Dick agreed that the best option may be to appoint Wilcox as Mayor, then declare the Council position as vacant and fill that position.

It was moved by Wood and seconded by Ahier to appoint Jim Wilcox as Mayor and to declare Council position #1 vacant, direct staff to advertise the vacancy, take applications, Council to conduct interviews and select a candidate to fill the vacant Council position. The motion carried, Wilcox abstaining.

City Clerk Krueger asked the City Council if they would like to proceed with the schedule suggested in the staff report. It was the consensus of the Council to proceed, using the suggested schedule.

### **CONSENT AGENDA**

It was moved by Wood and seconded by Spatz to approve the Consent Agenda as presented. The motion carried unanimously, Council position #1 vacant.

Items approved by Consent Agenda were: 1) approval of March 29, 2010 regular City Council meeting minutes; 2) approval to declare Police Department vehicles as surplus property; 3) approval to declare Public Works Department vehicle as surplus property; and 4) authorization for City Clerk to endorse OLCC new outlet application for Anana's Boutique.

### **CONTRACT REVIEW BOARD ACTIONS**

Approval of Amendment #4 to Contract 2007-08-004 With KPEF Consulting Engineers to Incorporate Additional Elements of Work, Delete Specific Elements of Work and Increase the Amount of the Contract for the Downtown Riverfront Connection Project

Community Development Director Durow reviewed the staff report.

Councilor Spatz asked if there were assurances from Union Pacific Railroad that the new proposal was officially accepted. Community Development Director Durow said they had officially accepted the proposed tunnel design.

Councilor Ahier asked why the engineering costs were reduced. Durow said the cost was reduced because it was less complicated to use the tunnel approach, compared to a bridge. Ahier asked what was included in the environmental costs. Durow said he did not have the detailed information, but would get the information for the City Council.

It was moved by Ahier and seconded by Wood to approve amendment #4 to contract 2007-08-004 with KPEF Consulting Engineers in an amount not to exceed \$1,112,686. The motion carried unanimously, Council position #1 vacant.

### **DISCUSSION ITEMS**

Discussion Regarding Plan for Regulating Yard Sale Signs

Community Development Director Durow reviewed the staff report.

Mayor Wilcox said the most important issue was removal of the boxes at intersections, which were in violation of the sign ordinance. He said he did not think it was a wise use of staff time to do all the work of preparing and delivering yard sale listings, but that it may be acceptable to place a list on the City's website.

Councilor Wood said she thought it would be easier to provide a place where people could post their own announcements, but that she would support the proposal on a trial basis.

There was a discussion regarding the legality of parked vehicles displaying yard sale signs. Staff was asked to research the matter.

Following discussion, it was the consensus of the Council to accept the staff recommendation. They asked staff to report back to the Council regarding the program.

Dave Griffith volunteered to list sales on his downtown reader board.

Bill Marsh suggested using a community bulletin board or placing the list on public access television.

#### Discussion Regarding Business Development and the Effects of Transportation Systems Development Charges on Development

Mayor Wilcox said he was raising this issue because many people had contacted him about the issue and felt there was a perception that the City was not friendly in its permit processes. He suggested the Transportation Systems Development Charges (SDC's) ordinance be re-evaluated in light of the poor economy. Wilcox suggested forming a task force to discuss possible improvements to the system.

Mayor Wilcox said he would like to see changes that would be more helpful to existing, relocating businesses and said he had invited citizens to speak to the Council regarding their concerns.

Councilor Ahier said he would not be opposed to forming a task force to work with staff, but that it would not be appropriate to discuss the matter until staff had an opportunity to provide background information to the Council. Ahier suggested the item be placed on a future agenda for consideration.

MINUTES (Continued)  
Regular Council Meeting  
April 12, 2010  
Page 7

Councilor Spatz agreed, saying it would also be helpful to receive comparison information from staff. He said it was not in the City Council's best interest to have a discussion without any preparation and information from staff. He said it would not be fair to the Council, staff or the public to discuss the issue without having full information.

The City Council agreed to hear comments from the citizens who were invited to speak about the matter.

Bob McFadden, 2472 Mountain View Drive, The Dalles, said his client had learned through the site team review process that they would have to pay transportation SDC's because they had applied for a building permit to install venting and a window at their new location. He said it was not economically feasible to pay \$25,000 in SDC's for a \$700 remodel project and said the fees prevented current businesses to grow or relocate. McFadden asked the Council to consider relaxing the fee structure for existing businesses to allow for economic growth in the community.

City Manager Young said there was a process by which applicants could appeal to the City Manager for a review of the SDC's, based on comparative information of similar uses.

Councilor Dick said it was reasonable to charge transportation SDC's, saying tax payers had supported infrastructure costs to have a liveable community, and that new development should pay it's share, but that he was not opposed to reviewing the current policies. Dick agreed that it would be helpful to have staff provide information before the Council discussed the matter.

Councilor Ahier asked that the Council allow the public comment and refrain from any deliberations at this meeting.

David Griffith, 409 West 16<sup>th</sup> Street, The Dalles, said he had been surprised by the amount of transportation SDC's for development of his property on West Sixth Street, noting the cost was approximately \$75,000. Griffith said it would be helpful to have a different rate structure for re-developed properties, as opposed to new development.

Chuck Covert, 3819 Columbia View Drive, The Dalles, said he asked for a site team review of property he owned on Cherry Heights Road and was surprised that the amount may be \$60,000. He said it seemed disproportionate.

City Manager Young said it was important to have balance among those who create new traffic and those who also benefit from the business. He said staff would prepare information for the City Council and recommended that the matter be brought back as a discussion item to develop a review process. Young said the phrase "the intent of the Council" used in previous discussions was not intended to imply that staff was guessing at what the Council wanted staff to do. He said

MINUTES (Continued)  
Regular Council Meeting  
April 12, 2010  
Page 8

the phrase was connected to legal counsel and legal reviews of case law. Young said when the City Council set policies, staff carried them out and did not try to guess at the intent of the City Council.

**ADJOURNMENT**

Being no further business, the meeting adjourned at 7:46 p.m.

---

Submitted by/  
Julie Krueger, MMC  
City Clerk

SIGNED: \_\_\_\_\_  
James L. Wilcox, Mayor

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



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

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## **AGENDA STAFF REPORT**

### **CITY OF THE DALLES**

<b>MEETING DATE</b>	<b>AGENDA LOCATION</b>	<b>AGENDA REPORT #</b>
April 26, 2010	Contract Review Board 12, A	10-029

**TO:** Honorable Mayor and City Council

**FROM:** Dave Anderson, Public Works Director *DA*

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

**DATE:** April 14, 2010

**ISSUE:** **AUTHORIZATION TO ENTER INTO AGREEMENT WITH ODOT TO UPGRADE WEBBER STREET TRAFFIC SIGNALS**

**RELATED CITY COUNCIL GOALS:** N.A..

**BACKGROUND:** One of the projects budgeted for completion in the current fiscal year is the upgrade of traffic signals at the intersections of Webber Street with West 2<sup>nd</sup> and West 6<sup>th</sup> Streets. The primary objective of this project is to create dedicated and signalized left turn lanes for the east-bound and west-bound traffic at both intersections. As part of the upgrade, plans anticipate upgrading the control systems to utilize video-detection instead of ground-loops to control the traffic control sequences. The benefit of this enhancement is that video systems have the ability to detect bicycle traffic that the ground loops cannot and then control the traffic sequencing accordingly. An upgrade to video detection also allows ground work and excavations to occur in the intersection as needed without disrupting the detection system.

Timing for this project is good because the control systems for the traffic signals at West 6<sup>th</sup> and Webber Streets is failing. The last inspection by ODOT in March 2009 identified that most of the detection loops in that intersection have failed and the intersection control is operating in its default timed mode. There are also a number of failed LED lenses in the existing traffic lights at Webber Street which would be replaced during the project.

The upgrade anticipates utilizing a better controller that has more options for controlling traffic sequencing related to pedestrian traffic. The enhanced controller can modify the traffic control sequence when it receives a pedestrian crossing request (initiated by a pedestrian pushing the button) which allows the pedestrian to cross sooner than having to wait for the full traffic control sequence to cycle through.

As currently proposed, the project would also upgrade the controller at the West 6<sup>th</sup> and Cherry Heights intersection and link the two systems together to coordinate an efficient flow of vehicular traffic when possible. This option could be eliminated from the project and reduce the project cost by \$2,440.

Staff is working with Mid-Columbia Fire and Rescue on details related to an Emergency Vehicle Preemption system at the two intersections that would allow properly equipped emergency vehicles to get a green light as they approach the intersections. The project currently anticipates also replacing the failed preemption system at West 6<sup>th</sup> and Cherry Heights, a system for which parts are not available due to loss of the manufacturing company. The cost to replace the failed system is \$6,100. The final determination on preemption technology to be used could somewhat impact project costs.

The project will be supported by City Public Works staff performing all traffic control needed during the work and the City's Street Division will install any new signage necessary for the project. The project will be scheduled so as not to interfere with cherry or grain harvests.

The current project scope does not include pedestrian crosswalk lights that show a countdown for crossing time. That feature could be added to the two intersections at Webber Street for a total additional cost of \$4,300.

Staff is proposing to contract directly with ODOT to design and complete the upgrades to the traffic signals at the two intersections. There are a number of project efficiencies in taking this approach. Start-up and testing will be facilitated since the signals will be monitored and controlled remotely through ODOT systems and maintenance of the systems would be included in the City's maintenance agreement with ODOT for all the traffic signals in the community. The design has essentially been completed by ODOT at no cost to the City. The City will benefit from purchase agreements that ODOT has in place for materials and the City would only pay ODOT's labor costs rather than prevailing wages for a contractor.

**BUDGET ALLOCATION:** The City's 2009-10 budget includes \$70,000 in Fund 13 -- the Street Bridge Replacement Fund - Line 013-1400-431.75-10 for this project. The revenue source for this project is Transportation SDCs. The amount of the proposed agreement with ODOT for the project is \$78,500. There are sufficient funds in that budget line item to cover the additional costs due to delays in the East 10 Street widening project.

**ALTERNATIVES:**

- A. **Staff Recommendation:** Authorize the agreement with ODOT for the upgrade of Webber Street traffic signals in an amount not to exceed \$78,500.
- B. Authorize the agreement with ODOT for the upgrade of Webber Street traffic signals including pedestrian countdown indicators in an amount not to exceed \$82,800.

- C. Deny authorization of an agreement with ODOT and direct staff to develop a Request for Proposals to advertise a design-build contract for the upgrade of Webber Street traffic signals.
- D. Direct staff not to pursue an upgrade of Webber Street traffic signals at this time.





**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 #
April 26, 2010	Contract Review Board 12, B	#10-030

**TO:** Honorable Mayor and City Council

**FROM:** Dan Durow, Community Development Director 

**THROUGH:** Nolan Young, City Manager 

**DATE:** April 14, 2010

**ISSUE:** Contract for Periodic Review Work Program, Planning Services with Winterbrook Planning.

**BACKGROUND:** The Department of Land Conservation and Development has been in the process of reviewing the City's Periodic Review Work Program since the City Council approved it in September 2009. The DLCD approval took much more time than expected because of a last minute, several-page objection letter from Friends of the Gorge (FOG), and because of a heavy work load in the regional DLCD office. Just recently the DLCD gave notice that all of the objections of the FOG were dismissed and that the City's Work Program has been approved. The work can now proceed. The proposed contract (attached) with Winterbrook Planning would accomplish the Work Program.

The grant for FYs 2009-11 is for \$150,000 with \$40,000 cash match over two consecutive local fiscal years (FY) from the City – for a sub-total of \$190,000. These monies have been budgeted in the current and proposed fiscal years. The City will also contribute an estimated \$55,000 in-kind services (*i.e.*, planning administration, coordination with affected units of government, project management).

The Work Program has three tasks:

- Task 1 is necessary to revise, adopt and implement Comprehensive Land Use Plan policies and efficiency measures prepared in 2005-07 for the existing urban growth area. Revisions to the City's zoning ordinance will be required. A summary of work accomplished during this period is provided on pages 4-5 of the Periodic Review Work Program (attached as part of the Winterbrook contract). It is extremely important to the City to capitalize on the extensive Phase I work completed in FY 2005-07 by completing Task 1. Task 1 costs are estimated at \$35,000 – of which \$15,000 would be covered by Periodic Review grant funds.
- Task 2 includes scenic and natural resource studies that are minimally necessary to demonstrate compliance with NSAA criteria for urban growth area expansion. The City must conduct original scenic and natural resource studies to address NSAA requirements. Task 2 costs are estimated at \$77,500 – of which \$45,000 would be covered by Periodic Review grant funds.
- Task 3 includes cultural resource studies that are minimally necessary to demonstrate compliance with NSAA criteria for urban growth area expansion. Task 3 does not include historic resource studies that will likely be required but which are of secondary importance to cultural resource studies. Task 3 costs are estimated at \$132,500 – of which \$90,000 would be covered by Periodic Review grant funds.

**PROPOSED MOTION:** ...move to approve the Periodic Review Work Program contract with Winterbrook Planning in an amount not to exceed \$190,000.

**ALTERNATIVES:**

- A. Not approve the contract and provide additional direction for staff.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between the City of The Dalles, Oregon, a municipal corporation, hereinafter called the "City," and Winterrowd & Brooks, LLC, doing business as Winterbrook Planning, hereinafter called the "Consultant," for additional planning consultant services for the project entitled "Urban Growth Boundary and National Scenic Area Boundary Amendments".

WHEREAS, the City and Consultant entered into an Agreement for Professional Services on March 3, 2006, for the above-referenced projects; and

WHEREAS, the City and Consultant entered into an Agreement on January 5, 2007, wherein Consultant agreed to provide City additional services in addition to those outlined in the March, 2006, Agreement; and

WHEREAS, the City and Consultant entered into an Agreement on July 1, 2007, wherein Consultant agreed to provide City additional services in addition to those outlined in the March, 2006, and January, 2007, Agreements; and

WHEREAS, the City is in need of additional consultant services to be performed to complete the Urban Growth Boundary, Urban Reserve Area, and National Scenic Area Boundary Project, and the City and Consultant have reached an agreement whereby Consultant will perform those additional services;

NOW THEREFORE, the City and Consultant agree as follows:

1.     **CONSULTANT DUTIES**

1.1     The Consultant agrees to perform additional professional consultant services, as directed by the City and outlined in Exhibit "A", to assist the City in the completion of the process for adoption of the Urban Growth Boundary, Urban Reserve Area, and National Scenic Area Boundary Amendments.

2.     **CITY'S DUTIES**

2.1     The City shall comply with the Special Award Conditions and the Standard Award Conditions for the Periodic Review Grant Number PR-U-11-152 awarded by the Department of Land Conservation & Development Commission, hereinafter referred to as "DLCD". A copy of those conditions is attached hereto as Exhibit "B".

2.2. The total amount of compensation to be paid by the City to Consultant is an amount not to exceed \$190,000, of which \$40,000 will be provided by the City and \$150,000 by DLCD.

2.2.1. Payments from DLCD funds shall be made to Consultant in accordance with the reimbursement schedule set forth in Exhibit "B". City shall make payments to Consultant within 30 days of receipt of reimbursement which the City has received from DLCD.

2.2.2. Payments made from City funds shall be made within 30 days of receipt of Consultant invoice, consistent with the General Provisions set forth in Section 3 of this Agreement.

### 3. GENERAL PROVISIONS

3.1 All work performed pursuant to this Agreement shall be performed according to the terms and conditions of this Agreement.

3.2 The standard of care applicable to the Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.

3.3 All drawings, specifications, and other work product of the Consultant for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the City or its agents, or from their use for any other purpose than that for which they were intended and furnished, notwithstanding any other provision of this Agreement to the contrary. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof furnished by the City shall remain the property of the City. They are not to be used by Consultant on other work and, with the exception of the Agreement and Supporting Documents, are to be returned to the City on request at the completion of work.

3.4 This Agreement may be amended by written instrument signed by both the City and the Consultant.

3.5 This Agreement shall be governed by the law of the State of Oregon.

3.6 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.7 In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.8 The Consultant shall, within thirty (30) calendar days after the execution of the Agreement and before awarding any subcontract, furnish the City with a list of proposed sub-consultants, and shall not employ any that the City may object to as incompetent or unfit.

3.9 The Consultant agrees that it is as fully responsible to the City for the solely negligent acts and omissions of its sub-consultants and of persons either directly or indirectly employed by them as it is for the negligent acts and omissions of persons directly employed by it.

3.10 Nothing contained in the Agreement shall create any contractual relations between any sub-consultant and the City.

3.11 No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever except for a written waiver or modification executed by the parties. No evidence of modification or waiver other than evidence of any such written waiver or modification shall be introduced in any proceeding.

3.12 Risk Transfer

3.12.1 The Consultant shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of liability insurance with limits and coverage as set forth below:

Insurance shall be in the minimum amounts of:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Worker's Compensation
Commercial General Liability -	\$500,000 (each occurrence)
Combined Single Limits	\$1,000,000 (aggregate)

Automobile Liability	\$500,000
Bodily Injury and Property Damage Combined	All vehicles covered Hired and non-owned vehicles
Professional Liability	\$1,000,000

3.12.2 Such policy or policies of Commercial General Liability and Automobile Liability insurance, shall name as additional insured “The City of The Dalles, its officers, employees, and agents” with respect to claims arising out of the Consultant’s performance of this contract only, and such additional names insurance coverage shall:

- a) Apply to each named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- b) Apply as primary coverage for each additional named insured except to the extent that two or more policies naming the City and its officers, employees, and agents are intended to “layer” coverage, so long as taken together they provide total coverage from the first dollar of liability.
- c) Be evidenced by a certificate or certificates of such coverage approved by the City Attorney, prior to commencing work under this Agreement, guaranteeing a minimum of thirty (30) days prior notice to the City of The Dalles in the event of cancellation or termination. The City Attorney may approve a policy which obligates the insurer to the liability assumed by the consultant under Paragraph 3.11.3 as respects Errors and Omissions (professional malpractice) coverage even though the City and its officers, employees, and agents are not named as additional insured.

3.12.3 Indemnification

- a) Consultant agrees to indemnify the City from any claims, damages, losses, and costs, including, but not limited to, attorney’s fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the

negligence or willful misconduct of Consultant, Consultant's employees, affiliated corporations, officers, and subcontractors, in connection with this project.

- b) City agrees to indemnify the Consultant from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of City, City's employees, or agents in connection with the project.
- c) If the negligence or willful misconduct of both the Consultant and the City (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between the Consultant and the City in proportion to their relative degree of negligence or willful misconduct and the right to indemnify shall apply for such proportion.

### 3.13 Termination

City shall have the right to terminate this Agreement for Cause if Consultant is in default because Consultant has committed a material breach or default of any provision of this Agreement, and Consultant has not cured said breach or default within thirty calendar days after City has given notice to Consultant. Consultant shall have the right to terminate this Agreement for cause if City is in default because City has committed a material breach or default of any provision of this Agreement, and has not cured said breach or default within thirty calendar days after Consultant has given notice to City.

### 3.14 Status As An Independent Consultant

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

under this Agreement or otherwise against the City for vacation pay, sick leave, retirement benefits, Social Security benefits, Workmen's Compensation benefits, unemployment or other employee benefits of any kind.

4. SPECIAL PROVISIONS

The City and Consultant agree that:

4.1 This Agreement shall be considered to be effective April 26, 2010, and all parties' obligations hereunder shall be performed on or before June 30, 2011.

4.2 Notices relating to this Agreement shall be given:

4.2.1 City: Dan Durow, Director, Community Development, 313 Court Street, The Dalles, Oregon 97058.

4.2.2 Consultant: Greg Winterowd, Principal, Winterbrook Planning, 310 SW Fourth Avenue, Suite 1100, Portland, Oregon 97204-2305.

4.3 Prior to commencing work under this Agreement, the Consultant shall provide the City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation, as required by ORS Chapter 656.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized representatives as of this 27th day of April, 2010.

**CITY OF THE DALLES**

**WINTEROWD & BROOKS, LLC,  
dba WINTERBROOK PLANNING**

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

By: \_\_\_\_\_  
Greg Winterowd, Principal

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
Gene E. Parker, City Attorney

# The Dalles Periodic Review Work Program & Grant Proposal Summary

*Revised January 20, 2010*

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## TABLE OF CONTENTS

Introduction.....	2
Phases I and II of The Dalles Comprehensive Plan Update.....	2
Phase II (FY 2009-11) Periodic Review Grant Request.....	3
Phase I (FY 2005-07) Summary.....	5
Proposed 2009-10 Work Periodic Review Work Program and Budget.....	6
Task 1: CLUP Revision, Adoption and Implementation.....	7
Task 1.A    Comprehensive Plan Update and Adoption Process.....	7
Task 1.B    Housing and Land Use Efficiency.....	7
Task 1.C    Economic Development.....	8
Task 1.D    Natural Features.....	8
Task 1.E    Public Coordination and Hearing Processes.....	8
Tasks 2 and 3: Prepare Preliminary Studies and Maps Necessary to Justify an Urban Area Expansion Consistent with the Scenic Area Act.....	8
Phase II (FYs 2009-11) Focus: NSAA Compliance and Plan Implementation.....	9
Task 2 – Scenic and Natural Resource Studies and Maps.....	10
Task 2.A    Scenic Resources Evaluation.....	10
Task 2.B    Natural Resources and Open Space Evaluation.....	11
Task 2.C    Process, Work Program and Project Management.....	12
Task 2.D    GIS Mapping.....	12
Task 3    Preliminary Cultural Resources Evaluation.....	13
Task 3.A    Background Research and APE Boundary.....	14

Task 3.B Additional Cultural Resource Studies.....	15
Task 3.C Process, Work Program and Project Management.....	15
Task 3.D GIS Mapping.....	16
Estimated Timeline and Budget.....	16
Other Potential Funding Sources .....	17
City In-Kind Match.....	17
Future Tasks Not Included in this Grant Application .....	17

## Introduction

The Dalles Comprehensive Land Use Plan (CLUP) and urban growth boundary (UGB) were acknowledged by the Land Conservation and Development Commission (LCDC) in 1982. Although The Dalles has been actively engaged in planning and economic development efforts over the last 27 years, its UGB has not changed since its establishment. Although population growth slowed in the 1980s, it has since picked up due to recent economic activity and recognition of the quality of life offered by Columbia River Gorge communities.

While the UGB has remained static, The Dalles has actively planned for the future. Major planning accomplishments include:

- Adoption and implementation of a downtown urban renewal plan;
- Adoption of a major update of the CLUP and implementing zoning regulations in 1993;
- Adoption of The Dalles Transportation System Plan (TSP);
- Planning for and construction of an 12-mile riverside trail system (almost complete);
- Construction of a fiber optics communication system;
- Development and implementation of sanitary sewer, water and storm drainage master plans;
- Adoption and application of a new community center mixed use zoning district;
- Passage of a \$4 million property acquisition bond by the Port or The Dalles;
- Attraction and siting of the Google facility;
- Approval of the Lone Pine mixed use PUD (2006); and
- Completion of Phase 1 of the City’s two-phased program to update the comprehensive plan – as approved by the Department of Land Conservation & Development (DLCD).
- Ongoing discussions with Gorge Commission staff regarding the process and criteria for revisions to an urban area boundary; ongoing work sessions hosted by the Gorge Commission.

## Phases I and II of The Dalles Comprehensive Plan Update

In 2005, the City of The Dalles (the City) worked closely with DLCD to develop a two-stage, four year work program to update to The Dalles CLUP, UGB and land use regulations. Phase I (land

needs assessment and policy review) was completed during the summer of 2007 and was funded through a technical assistance grant. Phase I results are discussed in the following section.

The Dalles received Periodic Review notice on November 13, 2007. Phase II of the original four-year work program (implementation and adoption was eligible for funding under a Periodic Review grant.<sup>1</sup> However, funding sources were limited in FY 2007-09. The Phase II work program (now FY 2009-11) has been modified substantially based the need to (1) adopt and implement plan and code amendments within the existing UGB; and (2) meet National Scenic Area Act requirements for revising an urban area boundary.

## **Phase II (FY 2009-11) Periodic Review Grant Request**

**The grant request for FYs 2009-11 is for \$150,000 with \$40,000 cash match over two consecutive local fiscal years (FY) from the City – for a sub-total of \$190,000.** The City will also contribute an estimated \$55,000 in-kind services (*i.e.*, planning administration, coordination with affected units of government, project management), for a combined total of \$245,000. This figure does not include County, DLCD, Gorge Commission, or Tribal staff time. The grant proposal has three tasks:

- Task 1 is necessary to revise, adopt and implement Comprehensive Land Use Plan policies and efficiency measures prepared in 2005-07 for the existing urban growth area. Revisions to the City's zoning ordinance will be required. A summary of work accomplished during this period is provided on pages 4-5. It is extremely important to the City to capitalize on the extensive Phase I work completed in FY 2005-07 by completing Task 1. **Task 1 costs are estimated at \$35,000 – of which \$15,000 would be covered by Periodic Review grant funds.**
- Task 2 includes scenic and natural resource studies that are minimally necessary to demonstrate compliance with NSAA criteria for urban growth area expansion. The City must conduct original scenic and natural resource studies to address NSAA requirements. **Task 2 costs are estimated at \$77,500 – of which \$45,000 would be covered by Periodic Review grant funds.**
- Task 3 includes cultural resource studies that are minimally necessary to demonstrate compliance with NSAA criteria for urban growth area expansion. Task 3 does not include historic resource studies that will likely be required but which are of secondary importance to cultural resource studies. **Task 3 costs are estimated at \$132,500 – of which \$90,000 would be covered by Periodic Review grant funds.**

Task 1 products will include comprehensive plan text and code amendments necessary to implement Phase I of the City's work program (see discussion on pages 5-6). Task 2 and 3

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<sup>1</sup> The City has conducted a periodic review evaluation. Much of the information in this preliminary grant request will be used in the evaluation and work program, which has been reviewed in accordance with the City's citizen involvement program and must be approved by the City Council following a public hearing.

products will include reconnaissance studies and GIS maps that will be used to determine the relative impacts of UGB expansion alternatives, and which serve as a base for the preparation of the Natural and Cultural Resources Management Plan in Phase III of this project. Table 1 shows the breakdown of proposed costs by task.

**Table 1: The Dalles Phase II Grant Proposal Spreadsheet**

<b>Task 1 CLUP Revision, Adoption and Implementation</b>					
<b>Task 1</b>	<b>CLUP</b>	<b>Consultant Fees</b>	<b>City In-Kind</b>	<b>City Cash</b>	<b>PR Grant</b>
A	<i>CLUP</i>	\$ 6,000	\$ -	\$ 1,000	\$ 5,000
B	<i>Res</i>	\$ 4,000	\$ -	\$ 1,000	\$ 3,000
C	<i>Econ</i>	\$ 4,000	\$ -	\$ 1,000	\$ 3,000
D	<i>Natural Process /</i>	\$ 5,000	\$ -	\$ 1,000	\$ 4,000
E	<i>PM</i>	\$ 6,000	\$ 10,000	\$ 6,000	\$ -
<b>Subtotal</b>	<b>Task 1</b>	<b>\$ 25,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 15,000</b>
<b>\$ 35,000</b>					
<b>Task 2 NSAA Scenic and Natural Resource Studies</b>					
<b>Task 2</b>	<b>NSAA</b>	<b>Consultant</b>	<b>In-Kind</b>	<b>Cash</b>	<b>PR Grant</b>
A	<i>Scenic</i>	\$ 20,000	\$ 5,000	\$ -	\$ 20,000
B	<i>Natural Process /</i>	\$ 25,000	\$ 5,000	\$ -	\$ 25,000
C	<i>PM GIS</i>	\$ 5,000	\$ 10,000	\$ 5,000	\$ -
D	<i>Mapping</i>	\$ 7,500	\$ -	\$ 7,500	\$ -
<b>Subtotal</b>	<b>Task 2</b>	<b>\$ 57,500</b>	<b>\$ 20,000</b>	<b>\$ 12,500</b>	<b>\$ 45,000</b>
<b>\$ 77,500</b>					
<b>Task 3 NSAA Cultural Resource Studies</b>					
<b>Task 3</b>	<b>NSAA</b>	<b>Consultant</b>	<b>In-Kind</b>	<b>Cash</b>	<b>PR Grant</b>
A	<i>Research</i>	\$ 60,000	\$ -	\$ -	\$ 60,000
B	<i>Survey Process /</i>	\$ 15,000	\$ -	\$ -	\$ 15,000
C	<i>PM GIS</i>	\$ 20,000	\$ 25,000	\$ 5,000	\$ 15,000
D	<i>Mapping</i>	\$ 12,500	\$ -	\$ 12,500	\$ -
<b>Subtotal</b>	<b>Task 3</b>	<b>\$ 107,500</b>	<b>\$ 25,000</b>	<b>\$ 17,500</b>	<b>\$ 90,000</b>
<b>\$ 132,500</b>					
<b>Task 1-3 Totals</b>		<b>Consultant</b>	<b>In-Kind</b>	<b>Cash</b>	<b>PR Grant</b>
<b>\$245,000</b>		<b>\$ 190,000</b>	<b>\$ 55,000</b>	<b>\$ 40,000</b>	<b>\$ 150,000</b>

Note: The subtotal costs in the left-hand column are the sum of the City's in-kind and cash commitments + Periodic Review grant dollars over the 21 month planning period (October 2009 – June 2011). Thus, the full cost of Tasks 1-3 amounts to \$245,000, of which \$95,000 (\$55,000 in-kind and \$40,000 cash) will be covered by the City and \$150,000 by the Periodic Review grant. The City will be providing an estimated \$5,000 worth of GIS mapping services under its contract with Wasco County.

## Phase I (FY 2005-07) Summary

Phase I of The Dalles two-phase work program was extremely successful. As a result, the City has prepared and held public hearings on the following studies and plan amendments:

- A coordinated **population projection** with Wasco County - adopted by The Dalles and Wasco County and acknowledged by the Land Conservation and Development Commission. The Dalles population is expected to increase from 15,472 in 2006 to 22,545 by 2026, at an average annual growth rate of 1.9%.
- An **Economic Opportunities Analysis (EOA)** – which is basis for determining industrial, commercial and other employment land needs and site requirements. The Dalles found that all of its industrial needs can be met through redevelopment of abandoned Northwest Aluminum site. However, the existing UGB is inadequate to accommodate the needs of a new regional center, a neighborhood center and a business park. Expansion of the UGB by about 100 acres is necessary to provide land for retail and business park employment opportunities.
- A **Residential Land Needs Analysis (RLNA)** – which is the basis for determining residential and public / semi-public land needs. The Dalles adopted a number of efficiency measures to increase residential densities and provide a greater variety of housing types in 1993. Actual densities since then have averaged about 6.25 dwelling units per net acre. After including additional measures to increase density in the Comprehensive Plan, net residential densities will increase by an additional 12% to 7.0 units per net acre. After accounting for school, park and other institutional needs, The Dalles must expand its UGB by 541 buildable acres to meet anticipated residential and public / semi-public land needs.
- An **Energy Conservation Program**. The Dalles CLUP includes a new section designed to increase energy efficiency. Conservation measures include nodal mixed use development, investment in transit facilities, solar access provisions, and reduction in vehicle miles traveled through urban design.
- A **Buildable Lands Inventory (BLI)** for the UGB and four alternative UGB expansion study areas. The Dalles conducted a detailed BLI that considered redevelopment potential (especially in industrial areas), residential infill, and more intensive development of vacant sites within the UGB. The Comprehensive Plan now includes policies to protect stream corridors and to restrict development on slopes of 20% or greater to minimize impacts on scenic views (because development on steeply sloped land is usually more visible than development on relatively flat land) and to address potential slide hazards. Automatic density transfer provisions ensure that urban densities on flat, buildable land will increase. After accounting for development of buildable land within the UGB, The Dalles still needs to expand its UGB by approximately 641 gross buildable acres (541 residential acres and 100 employment acres) to accommodate Year 2026 growth needs.
- A **UGB Alternatives Analysis** consistent with Goal 14, ORS 197.298 priorities, and the Urban Growth Boundary administrative rule (OAR Chapter 16, Division 24). The Dalles applied the buildable lands methodology used inside the UGB to four study areas on the Oregon side of the river to determine the capacity of each study area. The City considered ORS 197.298 priorities by avoiding expansion into high value orchard and wheat areas, carefully analyzed public facilities costs, and minimized adverse social consequences (scenic impacts) by proposing expansion into adjacent exception areas and Hidden Valley – and area with

relatively poor agricultural soils that is not highly visible from key viewing areas in the Columbia River Gorge.

- An **Urban Reserve Area** land needs projection and alternatives analysis, consistent with OAR Chapter 660, Division 021. The City projected land needs through the Year 2056 based on a coordinated population projection adopted by both the City and Wasco County. After including nearby exception areas and the relatively poor, non-irrigated soils in Hidden Valley, longer-term growth was directed away from irrigated cherry orchards to higher-elevation, non-irrigated wheat lands *outside* the Columbia River Gorge National Scenic Area boundary. The City Council adopted the Urban Reserve Area in 2007, and is ready for review and adoption by the Wasco County Court.
- *Draft findings to support revisions to the urban area boundary*<sup>2</sup> as defined in the Columbia River Gorge Management Plan, thereby exempting within the proposed UGB from the provisions of the act. The analysis showed how the proposed urban area revision minimized potential scenic impacts and avoided “special management areas.” By expanding the UGB into adjacent exception areas and Hidden Valley – an area hidden from most “key viewing areas” by hills and ridgelines – the City believed that it had made a good faith effort to minimize potential scenic impacts, preserve highly scenic orchard lands, as required by the Columbia River Gorge National Scenic Area Act (NSAA).
- A **reorganized and extensively revised CLUP**. The Dalles CLUP has been reorganized into a three volume set: Volume I – Plan Policies; Volume II – Background Studies; Volume III – Public Facilities Master Plans; and Volume IV- Implementation. New policies have been drafted to ensure consistency with Statewide Planning Goals 5, 7, 8, 9, 10, 11, 12, 13 and 14. Policies addressing scenic, archeological, historical, and ecological impacts are also included in the draft plan, to address issues raised by Gorge Commission staff. Urban land use efficiency measures are identified. This revised CLUP, however, has not been adopted.
- A proposed **Comprehensive Plan Map** showing generalized plan urban and future urban plan designations for the entire URA and UGB area.

The City has conducted a series of work sessions and public hearings before the Planning Commission and City Council for the proposed comprehensive plan amendments, the 20-year UGB proposal; and the 50-year URA. The UGB and URA proposal is supported by detailed findings demonstrating compliance with applicable Oregon Statewide Planning Goals. The DLCD reviewed the proposed UGB and accompanying plan amendments favorably.

## **Proposed 2009-10 Work Periodic Review Work Program and Budget**

This grant proposal addresses two primary issues:

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<sup>2</sup> Statewide Planning Goal 14 (Urbanization) uses the term “urban growth boundary” to define the area within which urban development may occur. The NSAA uses a similar term to define the urban area that is exempt from the requirements of this act as the “urban area boundary”. These terms are used interchangeably in this work program.

1. **Task 1 Implementation measures that must be prepared and adopted to ensure compliance with Statewide Goals 9, 10, 11, 12 and 14, and to adopt and implement the revised CLUP to the extent possible within the existing UGB.**
2. **Task 2 and 3 studies and mapping necessary to address compliance with the National Scenic Area Act to justify a revised urban area boundary.**

## **Task 1: CLUP Revision, Adoption and Implementation**

The original Phase II work program assumed (erroneously) that NSAA issues would be resolved in Phase I. The original Phase II work program focused on amendments to public facilities plans, city land use regulations, and intergovernmental agreements necessary to implement the new policies in The Dalles Comprehensive Plan – and to meet applicable Statewide Planning Goals. With the limited remaining funding, the City proposed to adopt zoning ordinance amendments that will increase land use efficiency and carry out policy direction in the updated Comprehensive Plan. Funding is also requested for the public hearing and adoption process.

### **Task 1.A Comprehensive Plan Update and Adoption Process**

The City Council has held public hearings on the draft CLUP in 2007. Nothing was adopted because issues raised by the County and the Gorge Commission could not be addressed without additional inventory information and analysis. It may be several years before the UGB and NSAA issues are resolved. The City needs to move forward with adoption of the plan amendment package – minus the UGB expansion – to take advantage of the considerable work that was accomplished from 2005-07.

Prior to adoption of CLUP amendments, the draft plan must be revised to exclude reference to UGB amendments. Public hearings on the revised plan must be noticed and held before the City Council and Board of County Commissioners. This will require coordination with County staff and DLCD, assistance from the consultant in drafting amendments and notice, and participation from the consultant in the public hearing process.

**Estimated Cost:        \$6,000**

### **Task 1.B Housing and Land Use Efficiency**

Amendments to the City's residential zoning districts are required to implement new plan policies that call for automatic density transfer, minimum densities, and density averaging. These amendments are necessary to implement the City Housing Needs Analysis and will increase land use efficiency within the existing UGB.

**Estimated Cost:        \$4,000**

**Task 1.C Economic Development**

Amendments to the City’s employment zones are necessary to implement plan policies that call for master planning, retention of large sites, and the creation of a business park zone. These amendments are necessary to implement the City’s Economic Opportunities Analysis.

**Estimated Cost: \$4,000**

**Task 1.D Natural Features**

Amendments are necessary to the City’s zoning ordinance to implement plan policies that call for safe riparian corridor and wetland safe harbors, and for protection of hillsides in now in the scenic area with slopes of 20% or greater. The amendments are necessary to clarify where development can occur and where limitations apply, and will be useful when the City expands its UGB into areas with wetlands and riparian areas.

**Estimated Cost: \$5,000**

**Task 1.E Public Coordination and Hearing Processes**

Public hearings will need to be held before The Dalles Planning Commission and City Council for adoption of zoning ordinance amendments to increase land use efficiency and implement the revised policies of The Dalles Comprehensive Plan. This will take additional staff effort, will likely require revisions to draft test, and will require the presence of consultants who prepared the draft code amendments. The City anticipates that one public work session and two public hearings will be needed for adoption of the above-listed implementation measures for land within The Dalles’ existing UGB. These provisions will also apply outside the UGB should the UGB one day be expanded.

**Estimated Cost: \$6,000**

**Combined Task 1 CLUP Plan Adoption and Implementation Costs: 35,000**

**City Cash Contribution: \$10,000**

**In-Kind City Staff Contribution: \$10,000**

**DLCD grant offer: \$15,000**

**Tasks 2 and 3: Prepare Preliminary Studies and Maps Necessary to Justify an Urban Area Expansion Consistent with the Scenic Area Act**

As noted above, The Dalles most likely cannot meet its obligations under Statewide Planning Goals 8 (Recreational Needs), 9 (Economy of the State), 10 (Housing), 11 (Public Facilities and Services), 12 (Transportation) or 14 (Urbanization) *unless* The Dalles UGB is expanded to include sufficient buildable and serviceable land to meet recreational, employment, housing, school and

park needs. In order to expand the UGB, the Columbia River Gorge Commission must approve revisions to the urban area boundary, thus exempting land within this boundary from the provisions of the Management Plan for the CRGNSA.

In Phase I (2005-07), The Dalles analyzed four potential UGB / URA expansion areas as part of the UGB / URA alternatives analysis. Working with Winterbrook Planning, the City prepared a series of overlay maps and studies addressing all issues relevant to a UGB expansion or the establishment of a URA. **However, these overlay maps and studies did not adequately address NSAA and Gorge Management Plan requirements and issues.**

## **Phase II (FYs 2009-11) Focus: NSAA Compliance and Plan Implementation**

**The City Council and County Board of Commissioners have delayed adoption of the CLUP and UGB amendment package pending review by the Columbia River Gorge Commission (Gorge Commission).** Under federal law, the Gorge Commission must approve the revised urban area boundary. The City has prepared preliminary findings to support the revised urban area boundary. However, Gorge Commission staff has advised the City that *substantial original* research and evaluation is necessary to support such a revision. (See NSAA discussion below.)

Based on the EOA and HNA, Goals 9 (Economy of the State) and 10 (Housing) *cannot* be met unless and until the UGB has been amended to include a 20-year land supply. Compliance with Goal 14 (Urbanization) is a necessary but not sufficient condition for amending The Dalles UGB. Compliance with the NSAA is also required for such an amendment. Moreover, detailed master planning for Goals 11 (Public Facilities) and 12 (Transportation) cannot proceed with any certainty until there is an approved UGB / urban area boundary. Therefore, **the City will most likely not meet its obligation to provide sufficient buildable employment and residential land without approval of an urban area boundary revision approved by the Gorge Commission.** Compliance with the Columbia River Gorge National Scenic Area Act (NSAA)

The Dalles is the first City to propose a UGB / urban area boundary amendments that are intended to ensure a 20-year land supply as required by Goal 14, Urbanization. Although the City made a good faith effort to address NSAA requirements, Gorge Commission staff felt that the City had not done enough to justify a revised urban area boundary.

In 2008-09, the Gorge Commission held a series of work sessions regarding the process for evaluating urban area boundary revisions, and the meaning of “minor” and “major” amendments. Moreover, the City has been advised that the capacity of Dallesport – across the river in Washington State – must also be considered before the Gorge Commission is likely to approve a revised urban area boundary.<sup>3</sup>

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<sup>3</sup> This revised Periodic Review work program and grant request takes into account comments from Gorge Commission planner Jennifer Ball Kaden in a May 14, 2009 letter.

## **Task 2 – Scenic and Natural Resource Studies and Maps**

**Tasks 2.A – 2.E** will result in a series of *original* studies and maps that allow a comparative analysis of the impacts of the proposed urban area boundary expansion on scenic resources, cultural (archeological and historic) resources, resource-based recreation, and natural resources / open spaces (wetlands; streams, ponds, lakes, and riparian areas; wildlife habitat; rare plants; and “natural areas”).

The City, with assistance from Winterbrook Planning, has prepared mapped and analyzed *known* natural and historic resources in four study areas located outside the existing urban area boundary. **The City does not have the funding to complete all of the studies necessary to justify urban area boundary expansion under Gorge Commission requirements. This is the major reason for applying for state planning grants.**

Although the alternatives analysis prepared by Winterbrook Planning considered known Goal 5 resource sites (streams and NWI wetlands) and resources identified in Wasco County’s inventory (big game habitat), Winterbrook did not conduct new inventories for scenic resources, cultural resources, recreational, or natural resources / open space *as defined in the Management Plan of the CRGNSA*.

### **Task 2.A Scenic Resources Evaluation**

As noted in Task 2.C, this task will be refined following a scoping meeting with Gorge Commission staff. Generally, the scenic resources evaluation will describe and map the relative visibility of land in the proposed urban area boundary with respect to Key Viewing Areas (KVAs) as described in the Management Plan. Visible areas will be ranked according to their scenic significance (prominent, moderate or low). Factors to be considered in this evaluation include topography, vegetative cover, visual diversity, and distance from the KVA.

The study will focus on areas proposed for UGB expansion, but will also consider study areas (especially with high value agricultural land and highly visible ridgelines) that were rejected in the original alternatives analysis.

Scenic maps and tables will be prepared to allow scenic values to be weighed against cultural and natural resource values when deciding where to meet growth needs identified in The Dalles UGB Justification Report. Where scenic areas are proposed for inclusion within the UGB, methods to protect scenic values on a limited basis will be identified. (For example, measures to protect a prominent rock outcrop or ridgeline with high scenic value.)

The product will be a reconnaissance level report detailing methods and results of the study, as well as GIS overlay maps that are scaled to allow for meaningful comparison with other natural, scenic and cultural resource values.

**Task 2.A Scenic Resources Evaluation Estimated Consultant Cost: \$20,000**

## **Task 2.B Natural Resources and Open Space Evaluation**

While there is some overlap between NSAA definitions and those applicable to Goal 5, there are also substantial differences. Goal 5 and Goal 14 require cities to address resource sites identified in adopted County inventories, as well as riparian corridors and wetlands.<sup>4</sup>

To determine the probable impacts on natural resources, a natural resources report and GIS inventory maps will be required for the proposed UGB expansion area. The study will focus on areas proposed for UGB expansion, but will also consider study areas that were rejected in the original alternatives analysis.

The evaluation and inventory shall include review and analysis of locations of sensitive plant species, including culturally important foods and culturally important plants as required by the Management Plan and as determined by Ms. Bird based on her research in Task 3. Areas of

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<sup>4</sup> The NSAA includes the following definitions, some of which overlap with cultural and scenic resource definitions:

- **“Natural resources”** Naturally occurring features including land, water, air, plants, animals (including fish), plant and animal habitat, and scenery.
- **“Open Space”** Unimproved lands not designated as agricultural lands or forest lands under the section 544 of the Act and designated as open space under section 544d of the Act. Open spaces include –
  - Scenic, cultural, and historic areas;
  - Fish and wildlife habitat;
  - Lands which support plant species that are endemic to the scenic area or which are listed as rare, threatened or endangered species pursuant to State or Federal Endangered Species Acts;
  - Ecologically and scientifically significant natural areas;
  - Outstanding scenic views and sites;
  - Water areas and wetlands;
  - Archaeological sites, Indian burial grounds and village sites, historic trails and roads and other areas which are culturally or historically significant;
  - Potential and existing recreation resources; and
  - Federal and State wild, scenic, and recreation waterways
- **“Riparian area”** – The area immediately adjacent to streams, ponds, lakes, and wetlands that directly contributes to the water quality and habitat components of the water body. This may include areas that have high water tables and soils and vegetation that exhibit characteristics of wetness, as well as upland areas immediately adjacent to the water body that directly contribute shade, nutrients, cover, or debris, or that directly enhance water quality within the water body.
- **“Sensitive plant species”** – Plant species that are (1) endemic to the Columbia River Gorge and vicinity, (2) listed as endangered or threatened pursuant to federal or state endangered species acts, or (3) listed as endangered, threatened or sensitive by the Oregon or Washington Natural Heritage Program. In the SMA, sensitive plant species also include plant species recognized by the Regional Forester as needing special management to prevent them from being placed on federal or state endangered species lists.
- **“Sensitive wildlife species”** – Animal species that are (1) listed as endangered or threatened pursuant to federal or state endangered species acts, (2) listed as endangered, threatened, sensitive, or candidate by the Washington Wildlife Commission, (3) listed as sensitive by the Oregon Fish and Wildlife Commission, or (4) considered to be of special interest to the public, limited to great blue heron, osprey, mountain goat, golden eagle, and prairie falcon. In the SMA, sensitive wildlife species also include animal species recognized by the Regional Forester as needing special management to prevent them from being placed on federal or state endangered species lists.
- **“Wetlands”** – Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. This does not include riparian areas, rivers, streams, and lakes.

culturally important wildlife habitat (as recommended by Ms. Bird) shall also be evaluated and inventoried.

The study will begin by accessing existing sources of information (Oregon Natural Heritage Information Center (ORNHIC) at OSU, Wasco County inventories, and the Oregon Department of Fish and Wildlife, and Gorge Commission staff resources), and will be supplemented by field inventories for wetlands, riparian corridors, sensitive plant species, wildlife habitat, resource-based recreational areas, and natural areas as defined in the Management Plan.

The product will be a reconnaissance level report detailing methods and results of the study, as well as GIS overlay maps that are scaled to allow for meaningful comparison with scenic and cultural resource values.

**Task 2.B Natural Resource Estimated Consultant Cost: \$25,000**

### **Task 2.C Process, Work Program and Project Management**

This task covers meetings necessary to achieve a mutually agreeable work program and product review process. A high level of coordination with the City, County, DLCD and Gorge Commission staff to ensure a mutually acceptable and effective work program to address the comparative impacts resulting from UGB expansion. Project management and oversight is necessary to help ensure that the resultant products (reports and maps) are useful in (a) determining the most appropriate location for UGB expansion, and (b) to provide the baseline information necessary to effectively mitigate impacts from UGB expansion.

The consultant and city staff will share project management and coordination responsibilities, as indicated in Table 1. It is anticipated that City staff will devote substantial time to this task with consultant support.

**Task 2.C Process and Project Management Consultant Costs: \$5,000**

### **Task 2.D GIS Mapping**

On August 31, City and DLCD staff met to review the work program and anticipated products. As a result of this meeting, it became clear that extensive GIS mapping will be necessary to compare impacts on various types of resources from UGB expansion.

The consultant and city staff will share GIS mapping responsibilities, as indicated in Table 1. It is anticipated that City staff will devote substantial time to this task with consultant support. The City is committed to covering GIS mapping costs – including \$2,500 for querying the County’s database and providing baseline information and \$5,000 in consultant costs for digitizing natural and scenic resource areas and for creation of presentation quality maps that can be used effectively to compare the relative impacts of UGB expansion alternatives.

**Task 2.D GIS Mapping for Task 2 Studies: \$7,500**

**Combined Task 2 Natural and Scenic Study Costs: 77,500**

**City Cash Contribution: \$12,500**

**In-Kind City Staff Contribution: \$20,000**

**DLCD grant offer: \$45,000**

### **Task 3 Preliminary Cultural Resources Evaluation**

Under the Act, cultural resources are divided into, but not limited to archeological sites; historic buildings and structures; and traditional properties.<sup>5</sup>

The City of The Dalles had been and continues to be a major hub on the Columbia River. The Indian peoples who lived in and around this area pre- and post-contact were mainly sedentary and maintained a rich lifeway that thrived on commerce. The inventory and protection process needs to be consistent with the NSAA, which incorporates the pertinent federal laws.

Recognizing this rich history and the federal laws that protect it, City staff met with Warm Springs representatives in early 2008 to determine how best to undertake a planning level analysis of archeological, cultural, and traditional cultural sites.<sup>16</sup>

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<sup>5</sup> These resources are defined in the NSAA as follows:

- **"Archaeological resources"** – Physical evidence or ruins of human occupation or activity located on or below the surface of the ground and are at least 50 years old. Archaeological resources include, but are not limited to, the remains of houses, villages, camp and fishing sites, and cave shelters; rock art such as petroglyphs and pictographs; artifacts such as arrowheads, utensils, tools, fragments of tools and utensils, obsidian flakes or other material byproducts from tool and utensil-making activities; and graves, human remains, and associated artifacts.
- **"Cultural Resource"** – Evidence of human occupation or activity that is important in the history, architecture, archaeology or culture of a community or region. Cultural resources include, but are not limited to archeological, historic buildings and structures and traditional properties.
- **"Recreational Resources"** – All types of recreational resources (including resource-based recreation) will be evaluated and located.
- **"Historic buildings and structures"** – Standing or above-ground buildings and structures that are at least 50 years old. Historic buildings and structures include, but are not limited to, log cabins, barns, canals, flumes, pipelines, highways, and tunnels.
- **"Traditional cultural properties"** – Locations, buildings, structures, and objects that are associated with cultural beliefs, customs, or practices of a living community that are rooted in that community's history and are important in maintaining the continuing cultural identity of the community. Traditional cultural properties include, but are not limited to, a location associated with the traditional beliefs of a Native American group about its origins or its cultural history; a location where a community has traditionally carried out artistic or other cultural practices important in maintaining its historical identity; and a location where Native American religious practitioners have historically gone, and go today, to perform ceremonial activities. Objects may include petroglyphs, pictographs, rock cairns or other rock structures, trees, and rock outcrops.

The **old Columbia River Highway** is also classified as a scenic travel corridor under recreational resources; it is a designated National Historic Landmark and National Historic District. Impacts on the highway must also be evaluated.

At the request of DLCD, Ms. Bird prepared a more detailed set of tasks and budget estimates. She recommended that future development of lands located within the boundary of the 1986 Columbia River Gorge Scenic Act be approached in a comprehensive manner that allows for development, but follows cultural resource laws in a forward looking manner. To accomplish this, the City will follow both the guidelines set by the SHPO, which reflect the standards put forward by the Secretary of the Interior in the guidelines for conducting an historic property inventory and the guidelines in the Management Plan

The first and foremost task is the **Identification Study of the Area of Potential Effect (APE)**, which is the area proposed for the urban growth area and urban reserve area expansion. Based on State Historic Preservation Office standards an archaeological literature review should also include an area one mile beyond the City's proposed UGB or Urban Reserve boundary, except where land forms are determine to prohibit development of such areas less than one mile beyond such boundary or boundaries (See map).

Refinement of the APE will follow the following steps prior to making a decision to potentially include land within the UGB:

### **Task 3.A Background Research and APE Boundary**

Conduct thorough background research of the history of land use activities, including literature review of all pertinent archaeological and ethnographic data of the APE. Identify and map APE boundary.<sup>7</sup> A more detailed work plan will be developed as part of this this.

The City of The Dalles is rich in cultural history and very important to the Columbia River Tribes. The area in and around the City of The Dalles has been inhabited for thousands of years, or since time immemorial by Indian peoples. Indian people secured their livelihood, raised families, and practiced a traditional life style that is still a part of their culture today. The Dalles is a central point of defining who Indian people are and where they came from. The Dalles is the location where they buried their dead and where they continue to honor the creator. In light of this cultural connection to the landscape, it is important to identify and protect locations where ancestors may have left things behind (archaeological sites and burials), and locations where Indian people still practice their traditional way of life (fishing, hunting, plant gathering, camping, spiritual, etc.). To gain a better understanding of the area's ethnography, it is

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<sup>6</sup> Following this meeting, Sally Bird, Warm Springs' consultant archeologist, prepared a generalized, two-phased work program to help define high probability areas for historic resources, archaeological and historic sites, and traditional cultural properties:

- Phase 1, Literature Review (cost are approximately \$10,000-\$25,000), and Oral History studies with the four Treaty Tribes (cost approximately \$10,000 - \$100,000).
- Phase 2, sample surveys and mapping, will cost an additional \$15,000 to \$50,000, size and scope dependent.

The intent study is to: (1) identify all known historic properties and sites that may be affected by urbanization, directly or indirectly; and (2) provide information to guide future planning by identifying high probability areas and the locations of cultural sites.

<sup>7</sup> This work is to be conducted by a professional archaeologist meeting Secretary of Interior Standards.

necessary to conduct oral history study of the APE by interviewing members of each pertinent Tribe.<sup>8</sup>

Archaeologist should prepare a map that indicates known historic properties and traditional cultural properties, including the identification of the probability areas shown on the NSA Probability Map that should be considered for additional evaluations.

**Cultural Research Task 3.A Consultant Cost: \$60,000**

### **Task 3.B Additional Cultural Resource Studies**

The consultant will prepare a sample survey of the high probability areas, which may include a subsurface testing (probes) in areas of low visibility to determine the extent of the identified site's cultural and historic significance. The precise methods for this sample survey will be drafted and agreed upon prior to conducting the survey.

**Cultural Survey Task 3.B Survey Cost: \$15,000**

### **Task 3.C Process, Work Program and Project Management**

This task covers meetings necessary to achieve a mutually agreeable work program and product review process. A high level of coordination with the City, County, DLCD and Gorge Commission staff to ensure a mutually acceptable and effective work program to address the comparative impacts resulting from UGB expansion. Project management and oversight is necessary to help ensure that the resultant products (reports and maps) are useful in (a) determining the most appropriate location for UGB expansion, and (b) to provide the baseline information necessary to effectively mitigate impacts from UGB expansion.

**It is especially important the cultural resource inventory be useful in the future creation of the Cultural Resources Management Plan.**<sup>9</sup> Phase III of The Dalles work program anticipates the development of a Cultural Resource Management Plan (CRMP) for those lands affected by the proposed UGB. The city's cultural resources evaluation will be comprehensive and include adequate data to support development of enforceable programs and land use decisions that meet federal and state requirements. However, because the cultural resources study will be limited, management of the evaluation will need to include strategies that are cost effective as decisions are made about how to treat various areas within the UGB Study Area. Additional funding will be needed to provide an enhanced level of coordination in the development, adoption and successful implementation of the CRMP, including a Programmatic Agreement (PA) on the treatment and management of cultural resources between the Columbia River Gorge Commission, USFS Scenic Area office, City of The Dalles, Wasco County and the four

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<sup>8</sup> Generally, this information is missing from published literature and thus, is overlooked by a general study. This data may not be compiled into an easily identifying format, and a contract with the Tribes may be warranted.

<sup>9</sup> Once land has been included within the UGB, CRMP and PA provisions must include a requirement for additional surveys by developers prior to annexation and extension of urban services. Required surveys must be conducted in consultation with the affected Tribes and SHPO, and must include appropriate mitigation measures.

affected Tribes prior to the lands being included within the UGB. One of the major task in developing the CRMP will be preparation of a comprehensive work program by a qualified cultural resources consultant which is approved by city and DLCD staff.<sup>10</sup>

The consultant and city staff will share project management and coordination responsibilities, as indicated in Table 1. It is anticipated that City staff will devote substantial time to this task with consultant support.

**Task 3.C Process and Project Management Consultant Costs: \$15,000**

### **Task 3.D GIS Mapping**

The consultants and city staff will share GIS mapping responsibilities, as indicated in Table 1. It is anticipated that City staff will devote substantial time to this task with consultant support.

The City is committed to covering GIS mapping costs – including \$2,500 for querying the County’s database and providing baseline information and \$10,000 in consultant costs for digitizing the APE and cultural resource areas and for creation of presentation quality maps that can be used effectively to compare the relative impacts of UGB expansion alternatives.

**Cultural GIS Mapping Task 3.C Cost: \$12,500**

**Preliminary Cultural Tasks 3.A-D Estimated Cost: \$132,500**

**City Cash Contribution: \$17,500**

**In-Kind City Staff Contribution: \$25,000**

**DLCD grant offer: \$90,000**

## **Estimated Timeline and Budget**

The City’s intent is that Tasks 1-2 are to be completed as soon as practical. If fully fund, Tasks 1 (CLUP Revision, Adoption and Implementation) and Tasks 2 (Scenic and Natural Resources plus coordination and mapping) can be completed by June 30, 2010. The budget for Tasks 1 and 2 is \$82,500 (not including in-kind services): \$22,500 from City funds and \$60,000 from Periodic Review grant funds.

The City anticipates completion of preliminary cultural resource studies and mapping by June 30, 2011. The budget for Task 3 is \$107,500 (not including in-kind services): \$17,500 from City funds and \$90,000 from Periodic Review grant funds.

These funds are necessary to address NSAA requirements and to increase land use efficiency within the existing UGB consistent with the City’s obligations under Goals 9-14.

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<sup>10</sup> The four affected tribes are the Confederated Tribes of the Warm Springs Indian Reservation, Confederated Tribes of the Umatilla Indian Reservation, Tribes and Bands of the Yakima Nation, and Nez Perce Tribe.

## **Other Potential Funding Sources**

The City has requested funding from the Columbia Gorge Commission, but was informed that no sources are available. The City is willing to work jointly with the Tribes to pursue funding for the State Historic Preservation Office for historic and cultural resources, although this is far from certain.

## **City In-Kind Match**

City planning and engineering staff has devoted at least 0.5 FTE to this project, each year, for the last three years. The City anticipates a comparable level of commitment over the next two years. This level of commitment will continue until the plan amendment process is completed.

## **Future Tasks Not Included in this Grant Application**

**There are a number of additional studies required before urban development can actually occur on land within the expanded urban growth area.**

1. Cultural Resource Management Plan (CRMP) for those lands affected by the proposed UGB. The city's cultural resources evaluation will be comprehensive and include adequate data to support development of enforceable programs and land use decisions that meet federal and state requirements. However, because the cultural resources study will be limited, management of the evaluation will need to include strategies that are cost effective as decisions are made about how to treat various areas within the UGB Study Area. One of the major tasks in developing the CRMP will be preparation of a comprehensive work program by a qualified cultural resources consultant which is approved by city and DLCD staff. Additional funding will be needed to provide an enhanced level of coordination in the development, adoption and successful implementation of the CRMP.
2. Programmatic Agreement (PA) on the treatment and management of cultural resources between the Columbia River Gorge Commission, USFS Scenic Area office, City of The Dalles, Wasco County and the four affected Tribes prior to the lands being included within the UGB.
3. Public Facilities Plan Update. The City originally had intended to apply for Periodic Review funding to assist in preparation with key public facilities plans. Plans for wastewater, storm drainage, water, and transportation services must be updated for the expanded urban planning area. Under the circumstances, the City will focus first on revising, adopting and implementing CLUP and zoning ordinance amendments resulting from Phase 1 work tasks.
4. Transportation System Plan Update. The City intends to apply for a TGM grant to update the TSP as soon as the location of the UGB is determined.

5. Coordination Requirements. Conducting the inventories, preparing the maps, and doing a comparative analysis is the starting point. These studies must be coordinated with affected parties (e.g., the tribes, Gorge Commission staff, County staff, and affected interest groups) and must be refined through the public hearing process at the County and Gorge Commission level. If changes are made (and this is likely), additional public hearings will be required before The Dalles City Council. All of this will take a great deal of staff time and will require the presence of consultants who prepared the base studies and analysis.
  6. Wasco County Public Involvement Process. Wasco County has prepared a detailed public involvement that requires a series of work sessions, planning commission public and hearings and hearings before the County Court. The Friends of the Gorge are on record as opposing a UGB expansion large enough to meet The Dalles' 20-year growth needs.
  7. Gorge Commission Public Hearing Process. As noted above, The Dalles request for an amendment or revision to the urban area boundary to the Gorge Management Plan is unprecedented. It is probable that more than one public hearing will be required, that new issues will be raised, and that the burden of proof on the City will be high. Regardless of how well the initial studies address applicable review criteria; there will be a need to supplement the record with additional expert testimony. The estimate below is conservative.
  8. City Public Hearing Process. Changes to the recommended UGB and Comprehensive Land Use Plan (CLUP) will no doubt be required as a result of the public hearing processes described in Tasks 2.B and 2.C. Some consultant time will be required to explain to The Dalles City Council why the plan they spent a year reviewing must be amended to meet the expectations of County and Federal officials. There may also be implications for compliance with Statewide Planning Goals. For example, it is possible that archeological sites could be located on relatively poor agricultural soils, which could affect compliance with ORS 197.298 priorities.
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Exhibit "B"

<b>Oregon</b> <b>Department of Land Conservation and Development</b> <b>635 Capitol Street N.E. Salem, Oregon 97301</b> <b>2009-2011 Grant Agreement</b>		Date	January 6, 2010
		Type of Grant	Periodic Review - Urban
Grantee Name	City of The Dalles	Grant No.	PR-U-11-152
Street Address	313 Court Street The Dalles, Oregon 97058	DLCD Share of Cost	\$ 150,000.00
Closing Date	May 31, 2011	Grantee Share of Cost (if applicable)	\$40,000 (cash) plus \$55,000 (in-kind)
Authority	State General Fund X	Federal Fund	Total Cost \$245,000.00
<b>Project Title</b> Comprehensive Land Use Plan Amendments, Scenic & Natural Resource Studies, and Cultural Resource Studies			
<b>Grantee Representative</b> Daniel C. Durow, Planning Director Phone: 541-296-5481 ext 1128 Fax: 541-298-5490 <a href="mailto:ddurow@ci.the-dalles.or.us">ddurow@ci.the-dalles.or.us</a>		<b>DLCD Representative</b> Mark Radabaugh, DLCD Grant Manager Phone: 541-318-2899 Fax: 541-318-8361 <a href="mailto:mark.radabaugh@state.or.us">mark.radabaugh@state.or.us</a>	

This grant agreement is between the **Department of Land Conservation and Development**, herein referred to as **DLCD**, and the **City of The Dalles** herein referred to as the **Grantee**.

This grant, approved by the Director of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of funds in return for the work described herein. By signing the two documents, Grantee agrees to comply with the grant provisions checked below and attached. **Upon acceptance by Grantee, the two signed complete documents shall be returned to DLCD.**

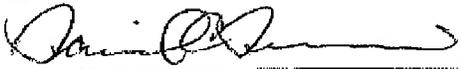
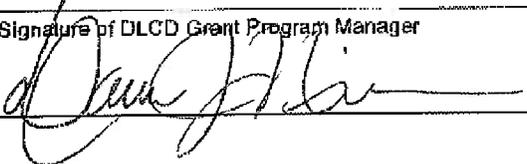
Grantee shall sign both copies of this agreement and return both signed copies to DLCD within thirty (30) days of the date at the top of this page. If not signed and returned without modification by Grantee within thirty (30) days of receipt, the DLCD Grant Program Manager may unilaterally terminate this grant award. Upon receipt of the signed agreement the DLCD Grant Program Manager shall sign and return one copy to Grantee.

The effective date of this agreement is the latest date on which all parties have signed this agreement. Funds provided in this grant can only be used for **expenditures incurred after that date and not after the Closing Date specified above.**

This grant may be amended according to the policies and procedures of DLCD, and with the agreement of all parties to the agreement, but the **Closing Date** cannot go beyond **May 31, 2011**.

This agreement consists of this document including the required signatures are below and attachments listed below. The attachments are listed in descending order of precedence. In the case of any conflict among the documents, the document with the higher precedence shall control.

- Department of Land Conservation and Development Special Award Conditions
- Department of Land Conservation and Development Standard Award Conditions
- Attachment A: Grantee Grant Application and Narrative
- Attachment B: Contact Names and Addresses identified in Attachment B
- Attachment C: Request for Reimbursement Form and Instructions
- Attachment D: DLCD Form 1 Notice of Proposed Plan Amendment Submittal Form
- Attachment E: DLCD Content Standard and Requirements for GIS Grant Products
- Attachment F: DLCD Form 1 Periodic Review Submittal Form

Approved for Legal Sufficiency, Oregon Department of Justice	Title	Date
<b><u>Keith L. Kutler, by email on file with DLCD</u></b>	<b><u>Assistant Attorney General</u></b>	<b>12-16-2009</b>
Print Name of Authorized Official For the Grantee	Title	Date
<b>Daniel C. Durow</b>	<b>Community Development Director</b>	<b>1-8-10</b>
Signature of Authorized Official For the Grantee		
		
Print Name of DLCD Grant Program Manager	Title	Date
<b>Darren J. Nichols</b>	<b>Community Services Manager</b>	<b>1.12.2010</b>
Signature of DLCD Grant Program Manager		
		

## DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT SPECIAL AWARD CONDITIONS

Subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and contingent upon funds being appropriated therefore, Grantee agrees to the provisions below.

1. *Grantee agrees* that this grant, number **PR-U-11-152**, to the **City of The Dalles** supports the work described in the Grantee's grant application, which is incorporated into this grant agreement as **Attachment A**. Where the terms of this grant agreement and proposal differ, the terms of this grant agreement shall prevail.
2. *Grantee agrees* that all reports, studies, and other documents (referred to herein as "products") under this grant agreement must indicate on their cover or the title page an acknowledgement of the financial assistance provided by the DLCD.
3. *Grantee agrees* to identify the location of the originals, if the submittal is a copy.
4. *Grantee agrees* to coordinate closely with the DLCD Grant Manager regarding the selection and approval of the facilitator (consultant) designated by the grantee to perform all, or a portion, of the work under grant.
5. *Grantee agrees* to obtain DLCD approval of any facilitator (consultant) selected to perform all, or a portion, of the work under the grant.
6. *Grantee agrees* to complete the following by **March 5, 2010**: Identify the contractor by name, address, telephone, and email address, and other person(s) who will be performing the work under the grant and which grant tasks they will work on, and a copy of the signed contract.
7. *Grantee agrees* to provide by **July 30, 2010** specific and descriptive explanation of the work completed to date under Task 3, Cultural Resource Studies, of the Grant Application and Narrative, **Attachment A**, for the purpose of making any necessary adjustments to the grant agreement.
8. *Grantee agrees* in performing work under this grant, to ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the periodic review work programs and related tasks for expanding the urban growth boundary within the Columbia River Gorge National Scenic Area.
9. *Grantee agrees* to provide prior notice of work session(s) and timely review of all draft reports, studies, and other documents (referred to herein as "products") under this grant agreement to the DLCD Grant Manager.
10. *Grantee agrees* to coordinate and provide notice to DLCD, Wasco County, other agencies, and organizations listed in **Attachment A - Grantee Grant Application and Narrative** of public meetings, workshops, hearings to develop, review or approve products prepared under this grant.
11. *Grantee agrees* in consultation with the DLCD Grant Manager, to provide draft copies of grant products to DLCD and affected agencies and organizations for review and comment.

12. *Grantee agrees* to submit a written report with each interim payment request that describes the progress to date on each grant product undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
13. *Grantee agrees* the final product (i.e., ordinances, maps, data bases, supporting documents, and photographs) shall be adopted or otherwise approved by the governing body.
14. *Grantee agrees* and understands that grant payments under this agreement will be reduced if grant products scheduled to be completed are not completed by its governing body by the timeline provided in Special Award Conditions Table. The total grant payments under this grant agreement will not be reduced under this paragraph by more than **\$30,000.00**.
15. *Grantee agrees* to no more than one interim payment and a final payment by DLCD during the term of this grant, and agrees that payments will be made only upon submittal of qualifying products in accordance with the terms of this grant agreement.
16. *Grantee agrees* that the total reimbursement request for Special Award Conditions Table Grant Products listed under Grant Items Nos. 4 and 6 shall not exceed \$60,000, and for grant products listed under Grant Item No. 8 shall not exceed \$90,000. The total reimbursement of all products shall not exceed \$150,000.
17. *Grantee agrees* draft products may be accepted instead of adopted products when requested in writing on jurisdiction letterhead and original signature by the grantee, but must be received in the DLCD Salem Office at least ninety (90) days prior to Closing Date of the grant agreement as specified in the Page 1 Table. The request will be reviewed and authorized in writing by the DLCD Grant Manager if substantial progress has been made toward adoption and that the adoption will be scheduled to occur within one hundred twenty (120) days from the Closing Date.
18. *Grantee agrees* that any notice issued by the grantee, which is eligible for reimbursement under ORS 227.186 – Notice to City property owners, for costs incurred for Measure 56 – Land Owner Notification are not reimbursable under this grant agreement.
19. *Grantee agrees* to submit geographic information system (GIS) materials according to the GIS specifications in Attachment-G and to submit hard copy maps in addition.
20. *Grantee agrees* to comply with GIS standards and contents requirements per Attachment-G. GIS products will comply with State of Oregon standards as defined in Attachment-G.
21. *Grantee agrees* to submit hard copy maps in addition to a CD or DVD-ROM. If paper copies are submitted inside and outside of GIS they must follow this format below: one map measuring 8 1/2" by 11" on Mylar and drawn to a scale of 1" = 400' depicting the update zoning for the entire city and UGB.
22. *Grantee agrees* to produce and submit to DLCD those products as specified in the grant agreement and as may be further described in Grantee's grant work program or periodic review work program which are herein incorporated by reference.
23. *Grantee agrees* to identify the grant work as a completed work task or a partially completed work task. If a partial completion, Grantee will identify the remaining work under the task.

24. *Grantee agrees* that grant products listed under Task 1 of **Attachment A** shall be submitted in the form of a proposed amendment to the comprehensive plan and land use regulations to DLCD on or before **June 30, 2010** and adopted and submitted in the form of completed periodic review work task to DLCD on or before **December 30, 2010**.
25. *Grantee agrees* that grant products listed under Task 2 of **Attachment A** shall be submitted in the form of a draft periodic review work task to DLCD on or before **December 30, 2010**.
26. *Grantee agrees* that grant products listed under Task 3 of **Attachment A** shall be submitted in the form of a draft periodic review work task to DLCD on or before **May 31, 2011**.
27. *Grantee Agrees* to not use or charge grant contract funds for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to the city and product(s) produced by consultant(s).
28. *Grantee Agrees* to not use or charge grant contract funds for all scheduled or non-scheduled meetings, hearings, and notices. The grantee may use its own funds, or in-kind contributions.
29. *Grantee agrees* to provide copies of all final products produced under this grant to DLCD in the manner described in the following Special Award Conditions Table and in **Attachment A**.
30. *Grantee agrees* to perform the following activities described in further detail in the Special Award Conditions Table below and the Grantee's application (**Attachment A**). Where appropriate, a reference to the application numbering has been made in the "Item #" column.

**SPECIAL AWARD CONDITIONS PRODUCTS, ACTIVITIES or PAYMENTS TABLE**

Item #	Products, Activities or Payments	Target / Due Date	Reimbursement Amount
1	<p><b>Activity:</b> Prepare Proposed Plan Amendments and products from Attachment A -- Grantee Grant Application and Narrative Item 5, below, for <b>45-day notice</b> under Grant Item 2, below.</p> <p><b>Product:</b> Completion of the products described under Grant Item 5, below, as <b>Proposed Amendments to the Comprehensive Land Use Plan and Land Use Regulations.</b></p>	July 30, 2010	
2	<p><b>Activity:</b> Prepare <b>Attachment D</b> -- Form 1 DLCD Notice of Proposed Plan Amendment Submittal Form and Products from Grant Item 1, above, for <b>September 2010</b> Planning Commission Public Hearing.</p> <p><b>Product:</b> <b>Attachment D</b> -- Form 1 DLCD Notice of Proposed Plan Amendment Submittal Form and the Draft Ordinances to the Development Code</p> <p>Send <b>Attachment D</b> and Grant Item 1 Product (above) in one (1) hard copy and one (1) digital CD to the Grant Administrative Specialist at the address listed in <b>Attachment B</b> -- DLCD Contact Information.</p>	July 30, 2010	

Item #	Products, Activities or Payments	Target / Due Date	Reimbursement Amount
3	<p><b>Activity:</b> Prepare documents describing work completed to date under Task 3, Cultural Resource Studies, in <b>Attachment A</b>, for the purpose of making any necessary adjustments to the grant agreement.</p> <p><b>Product:</b> Written Report and other information describing the work completed to date under Task 3.</p> <p>Send one (1) copy of the products in a hard copy and one (1) digital CD to the grant administrative specialist and one (1) copy of the products in a hard copy and one (1) digital CD to the grant manager at the addresses listed in <b>Attachment B – DLCD Contact Information.</b></p>	July 30, 2010	
4	<p><b>Activity:</b> Conduct Scenic and Natural Resource Studies</p> <p><b>Product:</b> Completion of the Products described in Task 2.A through Task 2.D of <b>Attachment A, Grantee Grant Application and Narrative.</b></p>	July 30, 2010	
P1	<p><b>Interim Payment:</b> Reimbursement up to \$60,000 upon submittal of products listed in <b>Grant Items 1 and 4, above and verification of Grant Items 2 and 3, above;</b> and a signed <b>Attachment C-Interim Reimbursement Form</b> acceptable to DLCD.</p> <p>Send one (1) copy of the products in a hard copy and one (1) digital CD to the grant administrative specialist and one (1) copy of the products in a hard copy and one (1) digital CD to the grant manager at the addresses listed in <b>Attachment B – DLCD Contact Information.</b></p> <p><b>Send Attachment C – Interim Reimbursement Form, and accompanying products to the grant administrative specialist. Payment will not be made until all copies are received in the Salem Office and approved by DLCD.</b></p>	July 30, 2010	\$60,000
5	<p><b>Activity:</b> Revise, Adopt and Implement Comprehensive Land Use Plan Policies.</p> <p><b>Product:</b> Completion of the Products described in Task 1.A through Task 1.E of <b>Attachment A – Grantee Grant Application and Narrative.</b></p>	December 30, 2010	

Item #	Products, Activities or Payments	Target / Due Date	Reimbursement Amount
6	<p><b>Activity:</b> Prepare <b>Attachment E</b> – Form 2 DLCD Notice of Adoption</p> <p><b>Product:</b> <b>Attachment E</b> – Form 2 DLCD Notice of Adoption and signed ordinances to the Development Code, any findings, and participation list.</p> <p>Send <b>Attachment E</b> and Grant Items 5 (above) Products in a hard copy and digital CD to the Grant Administrative Specialist at the address listed in <b>Attachment B – DLCD Contact Information</b>.</p>	December 30, 2010	
7	<p><b>Activity:</b> Conduct Cultural Resource Studies.</p> <p><b>Product:</b> Completion of the Products described in Tasks 3.A through 3.D of the <b>Grant Application and Narrative, Attachment A</b>.</p>	May 31, 2011	
8	<p><b>Activity:</b> Submittal of Product listed in Grant Item 7, above, and request for Final Reimbursement. Complete <b>Attachment C-Final Reimbursement Form</b>.</p> <p>Send one (1) copy of the products in a hard copy and one (1) digital CD to the grant administrative specialist and one (1) copy of the products in a hard copy and one (1) digital CD to the grant manager at the addresses listed in <b>Attachment B – DLCD Contact Information</b>.</p> <p>Send <b>Attachment C – Final Reimbursement Form</b>, and the accompanying products to the grant administrative specialist. Payment will not be made until all copies are received in the Salem office and approved by DLCD.</p>	May 31, 2011	
P2	<p><b>Final Payment:</b> Reimbursement up to <b>\$90,000.00</b> upon submittal of products listed in <b>Grant Item 7</b> and verification of <b>Grant Item 8</b>, above, and submitted no later than <b>May 31, 2011</b>, and a signed <b>Attachment C – Final Reimbursement Form</b> acceptable to DLCD.</p> <p><b>Submit</b>, no later than <b>June 30, 2011</b> (30 days after the closeout): one (1) copy each of the products in a hard copy and one (1) CD to the grant manager, and one (1) copy each products in a hard copy and One (1) CD to the grant administrative specialist to addresses listed in <b>Attachment B – DLCD Contact Information</b>.</p> <p>Send <b>Attachment C – Final Reimbursement Form</b>, and the accompanying products to the grant administrative specialist. Payment will not be made until all copies are received in the Salem office and approved by DLCD.</p>	May 31, 2011	<b>\$90,000.00</b>
<b>TOTALS</b>			<b>\$150,000</b>

## DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT STANDARD AWARD CONDITIONS

Subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and contingent upon funds being appropriated therefore, Grantee agrees to the provisions below.

1. **DLCD Funds:** DLCD certifies that on the effective date of this grant sufficient funds are available and authorized.
2. **Reporting:** At any time during the grant period, when requested by the DLCD Grant Manager, Grantee shall provide a written report on the status and progress of work performed under this grant.
3. **Payments:** DLCD payments to Grantee under this grant agreement shall be made in accordance with the grant payment schedule described in the "Special Award Conditions Products, Activities, or Payments Table" of this agreement. Payment is contingent upon DLCD's acceptance of the products produced under the grant. Grantee agrees that reimbursement of all amounts requested by Grantee is contingent upon compliance with all the terms and conditions of this grant agreement.
4. **Penalty:** Payments to Grantee may be withheld or reduced if DLCD determines that work performed under the grant is unsatisfactory, based on the best professional judgment of the DLCD Grant Manager, or if one or more terms or conditions of this agreement have not been met to the extent provided by law.
5. **Ownership of Work Product.**
  - a. **Definitions.** As used in this Paragraph 5 and elsewhere in this agreement, the following terms have the meanings set forth below:
    - i. "Grantee Intellectual Property" means any intellectual property owned by Grantee and developed independently from the Project.
    - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than DLCD or Grantee.
    - iii. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD pursuant to the Project.
  - b. **Original Works.** All Work Product created by Grantee pursuant to the Project, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of DLCD. DLCD and Grantee agree that such original works of authorship are "work made for hire" of which DLCD is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Project is not "work made for hire," Grantee hereby irrevocably assigns to DLCD any and all of its rights, title, and interest in all original Work Product created pursuant to the Project, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

- c. Upon DLCD's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in DLCD. Grantee forever waives any and all rights relating to original Work Product created pursuant to the Project, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
  - i. In the event that Work Product created by Grantee under this agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on DLCD's behalf.
  - ii. In the event that Work Product created by Grantee under this agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on DLCD's behalf.
- d. **Grantee Intellectual Property.** In the event that Work Product is Grantee Intellectual Property, Grantee hereby grants to DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Grantee Intellectual Property, and to authorize others to do the same on DLCD's behalf.
- e. **Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

**6. Indemnity.**

- a. **GENERAL INDEMNITY.** GRANTEE SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND DLCD AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.
- b. **INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 6.a, GRANTEE EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE

WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO DLCD BY GRANTEE THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR DLCD'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT STATE SHALL PROVIDE GRANTEE WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

- c. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 6.a OR 6.b; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE 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 FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

**7. Termination:**

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Grant Agreement:
- i. For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
  - ii. Immediately upon written notice if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, pay for the work or products hereunder; or
  - iii. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's financial assistance under this Grant Agreement is prohibited or DLCD is prohibited from paying for the work or products hereunder from the planned funding source.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

- i. Grantee is in default because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
    - ii. Grantee is in default because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this grant agreement, fails to perform any of its obligations under this grant agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this grant agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
  - c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this grant agreement with written notice to DLCD upon the occurrence of the following events:
    - i. DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this grant agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
    - ii. DLCD is in default because DLCD commits any material breach or default of any covenant, warranty, or obligation under this grant agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice.
  - d. **Return of Property.** Upon termination of this grant agreement for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any work or work products for which DLCD has made payment in whole or in part) that is in the possession or under the control of Grantee in whatever stage of development and form of recordation such property is expressed or embodied at that time. Upon receiving a notice of termination of this grant agreement, Grantee shall immediately cease all activities hereunder, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the work and the work products.
  - e. Termination under Paragraph 7 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
8. **Failure to Comply:** If a party fails to comply with any of the requirements or conditions of this agreement, the other may, without incurring liability, refuse to perform further pursuant to this agreement. DLCD shall make no further reimbursement to Grantee and Grantee shall upon demand by DLCD promptly repay DLCD all unexpended grant funds and grant funds expended in breach of this grant agreement.
9. **Accounting and Fiscal Records:** Using standard accepted accounting and fiscal records, the Grantee shall maintain records of the receipt and expenditure of all funds subject to this grant agreement for a period of three (3) years after the Closing Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later. Grant accounting records will be separately maintained from other accounting records.

- 10. Closeout report:** The Grantee shall submit a closeout report to DLCD within thirty (30) days after termination of the grant period.
- 11. Subsequent funding:** Eligibility for subsequent funding is contingent upon receipt of such reporting by DLCD.
- 12. Closeout Payment:** Reimbursement up to the total amount of remaining grant funds will be made upon submittal of all required grant products, up to and including those required for the final reimbursement, and a signed DLCD closeout form acceptable to DLCD. DLCD shall authorize payment to the Grantee within ninety (90) days of such submittal for all required work and grant products that are accepted by the DLCD Grant Manager after review for compliance with the grant conditions.
- 13. Closeout Penalty:** DLCD reserves the right to reduce or withhold final payment if a closeout report is submitted to DLCD after the thirty (30) days, as referenced in Standard Condition Number 8.
- 14. Audit:** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this agreement for three (3) years three (3) months after the final payment under this agreement is authorized by the department.
- 15. Appropriate use of funds:** Grant funds cannot be used for any purpose other than for work done in accordance with the work plan during the grant period.
- 16. Amendments:** Amendments must be facilitated by the DLCD Grant Manager. An amendment may be initiated at any time during the grant period, but must be received at the DLCD Salem Office at least ninety (90) days prior to the Closing Date, of this grant contract, as specified in the Page 1 Table.



**CITY of THE DALLES**

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 296-5481 ext. 1125  
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**AGENDA STAFF REPORT**  
**CITY OF THE DALLES**

<b>MEETING DATE</b>	<b>AGENDA LOCATION</b>	<b>AGENDA REPORT #</b>
April 26, 2010	Action Items 13, A	10-025

**TO:** Honorable Mayor and City Council

**FROM:** Dawn Hert, Associate Planner

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

**DATE:** April 14, 2010

**ISSUE:** 2010-11 Certified Local Government Grant Request to the State Historic Preservation Office for a Pioneer Cemetery Workshop and Rock Fort Preservation Plan.

**PREVIOUS AGENDA ITEMS:** None.

**SYNOPSIS:** The City of The Dalles is recognized as a Certified Local Government (CLG) by the State Historic Preservation Office. The CLG program allows the Historic Landmarks Commission and staff to make decisions pertaining to our historic structures, sites, and districts in The Dalles area. The State also encourages the CLGs to participate in the annual grant program.

This staff report outlines the suggestions from staff for the Certified Local Government 2010-11 Grant Cycle. The suggestions include the following:

- **Pioneer Cemetery Public Education Project.** Budgeted monies will assist in a hands-on community workshop about repairing historic cemetery headstones. The workshop will enhance the broader goals of the Historic Landmarks Commission, which include preservation education and the preservation of The Dalles Pioneer Cemetery. The workshop will also include information about cemeteries and the National Register.

- **Rock Fort Preservation and Maintenance Plan.** Budgeted monies will assist in the development of a preservation and maintenance plan for Rock Fort, which is a listed site on the National Register. Rock Fort is recognized as one of very few sites where the exact location of a Lewis and Clark campsite is known. This significant historical asset is owned by Wasco County, which cannot dedicate funding to maintenance. A plan is needed to determine long-term maintenance and funding needs to ensure the site is preserved. In addition, the site has recently been vandalized and the County has asked community groups to assist in repairing it since the County's staff and monetary resources cannot do so. For this reason, the plan is a high community priority.

**BUDGET IMPLICATIONS:** Both projects have been approved by the State Historic Preservation Office and are ready for approval by the City Council. If awarded the grant, the City's match requirement would be \$4,350 of "in kind" staff time and materials (to obtain \$4,350 in grant monies from the State Historic Preservation Office).

At this time, staff believes that we will be able to work within the existing budget. If a budget amendment is needed, staff will bring the amendment back to City Council and make that request at a later date.

**ALTERNATIVES:**

- A. **Staff Recommendation:** *Move to approve the recommended projects and grant request for the Pioneer Cemetery Workshop and Rock Fort Preservation and Maintenance Plan in the amount of \$8,700: \$4,350 in SHPO grants; \$2,350 In-Kind; \$1,500 from general fund; \$500 donated labor.*
- B. Move to reject the projects and grant from the State Historic Preservation in the amount of \$4,350.



## CITY of THE DALLES

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# AGENDA STAFF REPORT

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 26, 2010	Action Items 1.3, B	10-026

**TO:** Honorable Mayor and City Council

**FROM:** Dick Gassman, Senior Planner  
Community Development Department and  
Gene Parker, City Attorney

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

**DATE:** April 14, 2010

**ISSUE:** Resolution No. 10-007, establishing public improvement requirements for Local Streets in Residential Zones.

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

**PREVIOUS AGENDA REPORT NUMBERS:** December 8, 2008 Council Agenda discussion item; 09-076 – October 12, 2009; 10-023 – March 29, 2010.

**BACKGROUND:** Council requested staff to review the public improvement requirements for local streets in residential areas of the City. Council has approved a new concept changing the public improvement requirements for certain streets. The local streets were removed from the LUDO requirements in the last set of LUDO Amendments, adopted by the Council on March 15, 2010. This item was on the March 29, 2010 agenda and Council approved the guidelines and directed staff to prepare a Resolution, adopting the new guidelines. Staff has prepared the attached Resolution 10-007 for Council review.

**PLAN:** The only significant change in the concept is to include in the Resolution the provision that the City Manager may adjust the guidelines on a case by case basis. Even with the reduced requirements for many street segments, there still will be situations where the guidelines do not work in specific situations, or perhaps for a portion of a street segment. As this information is integrated into the concept, we will return to Council with suggested changes. However, it is prudent to allow the City Manager to make exceptions to the guidelines so that development is not delayed pending Council action.

**BUDGET IMPLICATIONS:** There are no costs associated with the adoption of the new plan other than time spent on preparing and adopting the necessary LUDO amendments. There are also no City costs associated with the changes in the public improvement requirements.

**STAFF RECOMMENDATION:** Adopt the attached Resolution 10-007.

**Suggested Motion:** *Move to adopt Resolution 10-007.*

**RESOLUTION NO. 10-007**

**A RESOLUTION ESTABLISHING PUBLIC  
IMPROVEMENT GUIDELINES FOR CERTAIN  
LOCAL STREETS NOT SUBJECT TO PROVISIONS  
IN THE LAND USE AND DEVELOPMENT  
ORDINANCE**

**WHEREAS**, the City Council has determined that public improvements for certain local streets can best be provided by flexible guidelines rather than fixed standards which are adopted as part of the City's Land Use and Development Ordinance; and

**WHEREAS**, the City Council has viewed many of the streets proposed to be covered by these guidelines; and

**WHEREAS**, the City has had the opportunity to review the proposed guidelines on several occasions, and

**WHEREAS**, on March 15, 2010, the City Council adopted General Ordinance No. 10-1303, which provided for the creation of new development standards for streets in residential zones, which standards were intended to be flexible as to street trees, sidewalks, planting strips, and widths; and

**WHEREAS**, General Ordinance No. 10-1303 provided that the new development standards for streets in residential zones were to be established by City Council resolution; and

**WHEREAS**, the City Council conducted a discussion item for the proposed guidelines on March 29, 2010; and

**WHEREAS**, following the discussion item on March 29, 2010, the City Council approved the guidelines and directed staff to prepare a Resolution adopting the guidelines; and

**WHEREAS**, it is in the best interest of the public for the City Council to adopt the proposed public improvement guidelines;

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

Section 1. Public Improvement Guidelines Adopted. Public improvement guidelines are hereby adopted for those streets as listed in the document entitled "Street Segment List," attached hereto as Exhibit "A."

Section 2. City Manager Authorized to Approve Exceptions. The City Manager is authorized to make exceptions to these guidelines on a case by case basis.

Section 3. Effective Date. This resolution shall be effective as of April 26, 2010.

**PASSED AND ADOPTED THIS 26<sup>TH</sup> DAY OF APRIL, 2010.**

Voting Yes, Councilor: \_\_\_\_\_

Voting No, Councilor: \_\_\_\_\_

Absent, Councilor: \_\_\_\_\_

Abstaining, Councilor: \_\_\_\_\_

**AND APPROVED BY THE MAYOR THIS 26<sup>TH</sup> DAY OF APRIL, 2010.**

\_\_\_\_\_  
James L. Wilcox, Mayor

Attest:

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

## Street Segment List

This list of public improvement requirements for the specified street segments is a supplement to the street standards in the LUDO. In order to qualify for this list a street segment must be identified as a local street in the City's Transportation System Plan and be located in a residential zone.

The street segments are divided into categories based on a variety of on site factors including the level of current public improvements, the extent of existing build out of the adjacent lots, the topography, the length and location of the street segment, and the position of the street segment as part of an overall City wide pedestrian network.

When determining public improvement requirements for these street segments, City staff are encouraged to be flexible, using the following categories as guidelines. If on site conditions prevent using the standards established for a category, City staff are authorized to require a lesser set of public improvements.

From time to time new streets are created that have not yet been identified in the TSP. If these streets meet the general requirements for this list, City staff are authorized to determine the public improvement requirements until such time as the Council has the opportunity to revise this list.

Private streets are included at the end of the list for the sole purpose of identifying them as private streets. The City does not maintain private streets. As private streets they generally do not come within the requirements for public improvements.

This List generally identifies what type of development would be required for each category. For those with less than full public improvement, the actual public improvement requirements will be detailed as part of the permit process. In addition to public improvements, right of way is also sometimes an issue. This list does not attempt to suggest what right of way width is appropriate, although a width of 40 feet is a minimum preferred width. The right of way width is a separate issue that applies to only a few of these streets as most of the right of way widths have already been set. Right of way width would also be established on a case by case basis where needed at the time of permit application.

As properties develop, or redevelop, the owner would be required to develop the streetscape to the minimum requirements of the relevant category. Additional improvements, if feasible, would be allowed and encouraged, but not required.

### STREET SEGMENT CATEGORIES

**A-1 Full Improvement.** Properties adjacent to these street segments will be responsible for full improvement, which is full pavement of the roadway, curbs, sidewalks on both sides of the street, and a storm water system in place. Category A-1 includes street segments that can handle this level of public improvement at this time. The improvements would be required to be installed at the time of development. This category includes street segments with one or more of the following characteristics:

1. Located in a new subdivision with required full improvement.
2. Street segments that are already fully improved or predominantly fully improved.
3. Street segments that will provide future access to significant areas of town.

6<sup>th</sup> from 3<sup>rd</sup> Place to Liberty  
7<sup>th</sup> PI from Court to Case  
7<sup>th</sup> from Trevitt to Court  
7<sup>th</sup> from Hostettler to Chenoweth Lp  
8<sup>th</sup> from Snipes to Walnut  
8<sup>th</sup> from Bridge to 4<sup>th</sup> St Grade  
8<sup>th</sup> PI from Court to Case

Exhibit "A"

9<sup>th</sup> from Cherry Heights to 10<sup>th</sup>  
11<sup>th</sup> from Wright to E of Thompson  
12<sup>th</sup> from Jordan to Kelly  
13<sup>th</sup> from Kelly to H St  
13<sup>th</sup> from Riverview to Lewis  
13<sup>th</sup> from View Ct to Oregon  
13<sup>th</sup> from Quinton to Thompson  
13<sup>th</sup> Pl from Riverview to Clark  
13<sup>th</sup> Pl from View Ct to Dry Hollow  
14<sup>th</sup> from Jordan to Dry Hollow  
14<sup>th</sup> from Riverview to Lewis  
15<sup>th</sup> from W of Mt. Hood to Bridge  
15<sup>th</sup> from Trevitt to Liberty  
15<sup>th</sup> from Jefferson to H St  
15<sup>th</sup> from Riverview to end  
15<sup>th</sup> from Montana to Quinton  
15<sup>th</sup> from 16<sup>th</sup> to Thompson  
16<sup>th</sup> from Bridge to Liberty Way  
16<sup>th</sup> from Riverview to end  
16<sup>th</sup> from Oregon to Oakwood  
16<sup>th</sup> Court E and W of Nevada  
16<sup>th</sup> Pl from Monroe to Kelly  
17<sup>th</sup> from H to Riverview  
17<sup>th</sup> from Montana to Nevada  
17<sup>th</sup> from Thompson to E of Thompson  
17<sup>th</sup> Pl from Jefferson to Fairview  
18<sup>th</sup> from Mt. Hood to Bridge  
18<sup>th</sup> from Jefferson to 19<sup>th</sup>  
19<sup>th</sup> from W of Garrison to Garrison  
19<sup>th</sup> from Fairview to Dry Hollow  
20<sup>th</sup> from 18<sup>th</sup> to 19<sup>th</sup>  
21<sup>st</sup> from end to Lewis  
21<sup>st</sup> from View Ct to E of Claudia Lane E Knoll Ct  
22<sup>nd</sup> from W of Garrison to Garrison  
23<sup>rd</sup> from Wright Street to Mt. Hood  
Brentwood Dr from E of Summit Ridge to Columbia View  
Bridge St from 18<sup>th</sup> to 8<sup>th</sup>  
Case St from 8<sup>th</sup> Pl to 7<sup>th</sup>  
Chenowith St from Cherry Heights to 8<sup>th</sup> Pl  
Clark St from end to N of 9<sup>th</sup> St  
Court St from S of 14<sup>th</sup> to 12<sup>th</sup>  
Crest Court  
Eiberta  
Esther Way  
F St from 14<sup>th</sup> to 7<sup>th</sup>  
Fairview from S of 21<sup>st</sup> Pl to 20<sup>th</sup>  
Federal from 14<sup>th</sup> to 7<sup>th</sup>  
G from 16<sup>th</sup> Pl to 7<sup>th</sup>  
Garrison from S of 22<sup>nd</sup> to Scenic  
Garrison from 16<sup>th</sup> to 6<sup>th</sup>  
H from 17<sup>th</sup> to 10<sup>th</sup>  
Harris from 12<sup>th</sup> to 13<sup>th</sup> Pl  
I Street from 13<sup>th</sup> to 9<sup>th</sup>  
I St from 17<sup>th</sup> to 15<sup>th</sup>  
J St from 13<sup>th</sup> to 9<sup>th</sup>  
Jordan from 9<sup>th</sup> to 14<sup>th</sup>

Exhibit "A"

Jordan from S of 23<sup>rd</sup> to 23<sup>rd</sup>  
 Knoll Ct  
 Knoll Dr  
 Laughlin from 14<sup>th</sup> to 7<sup>th</sup>  
 Lewis from S of 21<sup>st</sup> to 19<sup>th</sup>, from 14<sup>th</sup> to 9<sup>th</sup>  
 Liberty from 15<sup>th</sup> to 6<sup>th</sup>  
 Lincoln from 16<sup>th</sup> to N of 8<sup>th</sup>  
 Lincoln Way from Grant Cir to 16<sup>th</sup>  
 Madison from 15<sup>th</sup> to 11<sup>th</sup>  
 Minnesota  
 Montana from Dry Hollow to 14<sup>th</sup>  
 Nevada  
 Oregon  
 Pomona from 10<sup>th</sup> to commercially zoned property  
 Pentland from 16<sup>th</sup> to 6<sup>th</sup>,  
 Quinton from end to 10<sup>th</sup>  
 Riverview  
 Roberts from 12<sup>th</sup> to 10<sup>th</sup>  
 Royal Crest  
 Shearer from 12<sup>th</sup> to 13<sup>th</sup> Sherman Dr  
 Summit Ridge  
 Union from 14<sup>th</sup> to 10<sup>th</sup>  
 Verdant from 13<sup>th</sup> to 10<sup>th</sup>  
 View Ct  
 Wasco Dr  
 Washington from 14<sup>th</sup> to 7<sup>th</sup> Pl  
 Wright St from Wright Dr to 23<sup>rd</sup>  
 Wright St from 11<sup>th</sup> to 9<sup>th</sup>

**A-2. Deferred Full Improvement.** These street segments are appropriate for full improvement but do not as yet have a storm water system, or other needed infrastructure in place. Segments placed in this category may not be required to put in all improvements at the time of development. For those improvements not installed, the developer would pay into the City's development fund. The criteria for A-2 are generally the same as A-1 but also may include street segments that provide or are planned to provide access to significant parts of the community that are as yet undeveloped.

10<sup>th</sup> from Thompson to Richmond  
 12<sup>th</sup> from Dry Hollow to E of Richmond  
 14<sup>th</sup> East of Dry Hollow to Richmond  
 Lambert  
 Morton.  
 Richmond.  
 16<sup>th</sup> from Morton to Richmond

**B. Status Quo.** This category recognizes that certain areas of the City, as well as isolated streets and street segments, have been developed to a set of standards that are less than what we consider full improvement, but are unlikely to provide opportunities for full improvement. For these streets we will identify the area, the standard where possible, and accept the existing standard for that area. There will likely be several different sets of standards in this category. Key elements for placing street segments in this category include:

1. Existing substantially full build out.
2. A set of identifiable and common improvements.
3. A short or dead end street.

New construction will be required to meet the existing area improvements, but not be required to build to a higher standard.

Blakely Addition. Full pavement and curbs. No sidewalks.  
11<sup>th</sup> from Blakely Dr to Blakely Way  
12<sup>th</sup> from Blakely Dr to Blakely Way  
Blakely Dr  
Blakely Way  
Webber from 12<sup>th</sup> to 13<sup>th</sup>

Cascade Court. Paved section, but no curbs or sidewalks.  
8<sup>th</sup> between Hostetler and Chenowith Loop  
Cascade St  
Cascade Ct

Sorosis Park Area. Fully paved with curbs and sidewalks, except no sidewalks adjacent to areas outside or fronting areas outside the UGB, or next to the park.  
20<sup>th</sup> from Scenic Way to Dead End  
21<sup>st</sup> from Radio Way to Sorosis  
21<sup>st</sup> Place off W 21<sup>st</sup>  
23<sup>rd</sup> from Radio way to E of Sorosis  
Radio Way  
Sorosis

West 6<sup>th</sup> Area  
Division from W of US 30 to commercially zoned area.  
Lee from 7<sup>th</sup> to commercially zoned area

#### Others

9<sup>th</sup> from Irvine to Chenowith  
13<sup>th</sup> from Richmond to Lambert  
13<sup>th</sup> from Emerson to end  
18<sup>th</sup> from 16<sup>th</sup> Place to end  
19<sup>th</sup> from W of Mt. Hood to E of Mt. Hood  
21 Pl from 21<sup>st</sup> to Fairview  
25<sup>th</sup> from W of Wright Dr to Wright Dr  
Emerson – has sidewalks on one side but not full pavement to sidewalk  
Bridge street between 20<sup>th</sup> and 22<sup>nd</sup> and S of 19<sup>th</sup>  
Chinook from SW of 12<sup>th</sup> to 10<sup>th</sup>  
Claudia Lane at E 21  
Grant Cir at Lincoln Way  
Harris from 8<sup>th</sup> to 9<sup>th</sup>  
Monroe from 15<sup>th</sup> to 16<sup>th</sup> Pl  
Perkins  
Short St – full pavement and curbs, no sidewalks.  
Walnut from 13<sup>th</sup> to 10<sup>th</sup>  
Wright Dr at 25<sup>th</sup>

**C. Partial Improvement.** Most of the lots adjacent to these street segments will be required to install partial public improvements. Full improvement is the goal, but may not always be feasible, either due to existing development, topography, or lack of needed infrastructure. In particular, these street segments are seen as being an integral part of the pedestrian network. If full improvement is not feasible, then we will work to achieve adequate and uniform right of way with sidewalks on at least one side. Actual requirements will be determined on a case by case basis.

7<sup>th</sup> from Kelly to 4<sup>th</sup> Street Grade  
7<sup>th</sup> from Chenoweth to Irving  
16<sup>th</sup> from Mt. Hood to Bridge  
16<sup>th</sup> from Golden Way to 15<sup>th</sup>

17<sup>th</sup> from west of Mt. Hood to Garrison  
18<sup>th</sup> from Thompson to Morton  
18<sup>th</sup> from Jordan to Mt. Hood  
Irvine from W of 13<sup>th</sup> to E of 9<sup>th</sup>, from W of 7<sup>th</sup> to commercially zoned area  
Jefferson from 18<sup>th</sup> to 10<sup>th</sup> (including Terrace Dr)  
Kingsley from S of Loring (W 16<sup>th</sup>) to W 13<sup>th</sup>  
Liberty Way  
Meek  
Myrtle from 8<sup>th</sup> to 10<sup>th</sup>  
Roberts from Quinton to 15<sup>th</sup>  
Shearer from 10<sup>th</sup> to 12<sup>th</sup>  
Shearer from 13<sup>th</sup> to 14<sup>th</sup>  
Verdant from W 10<sup>th</sup> to W 8<sup>th</sup>  
Webber from Loring (W 16<sup>th</sup>) to W 13<sup>th</sup>

**D. Minimal improvement:** For development or redevelopment in these areas we will focus on obtaining uniform right of way width and pavement for travel lanes. At least 40 feet of right of way is a goal. Generally these areas will not have sidewalks, or storm water systems. Most of the lots on these streets are already developed with few existing public improvements. Generally these are streets with one or more of the following characteristics:

1. Streets that are of limited length.
2. Dead end streets.
3. Streets with a low volume of traffic.
4. Few, if any, public improvements.
5. Streets that are not scheduled to be connected to other streets in the future.
6. Existing housing.
7. Uneven right of way width.

8<sup>th</sup> from W of Chenowith Loop to Chenowith Loop  
9<sup>th</sup> from Myrtle to Walnut  
9<sup>th</sup> PI from W of Kingsley to Walnut  
11<sup>th</sup> from NW of Chinook to SE of Chinook  
12<sup>th</sup> from NW of Chinook to SE of Chinook  
14<sup>th</sup> from Elberta to SE of Kingsley  
14<sup>th</sup> PI from Thompson St to E of Thompson  
15<sup>th</sup> PI from W of Terrace Dr to E of Terrace Dr  
15<sup>th</sup> PI from G to E of G  
Eric Ct  
Fallon Ct  
Flora Ct  
Frost Ct  
Garden Ct  
Gorden Ct  
Home Ct  
Jordan from 14<sup>th</sup> to 18<sup>th</sup>  
Kingsley from 10<sup>th</sup> to 9<sup>th</sup>  
Lorenzen Ct  
Loring St (W 16<sup>th</sup>) from Meek to Webber  
Pleasant Court  
Richland Ct  
Stoffer Ln  
Sandy Ln  
Washington from S of 14<sup>th</sup> to 14<sup>th</sup>  
Wright Street N of 9<sup>th</sup>

## **Other Streets**

### **1. Streets not included in the TSP**

For various reasons some streets are not listed in the TSP. In those situations, City staff will use the guidelines listed above to determine the appropriate level of public improvement. An example of one local street not in the TSP is E 9<sup>th</sup> Street east of Morton.

### **2. Private streets**

Private streets are listed for identification purposes only. They are not subject to the LUDO requirements for public improvements.

Denton  
Jordan past about 24<sup>th</sup>  
Bennett Way  
Streets in the Lone Pine area except Lone Pine Blvd  
Floral Street  
Home Street  
Russula Way  
Amanita Dr  
Morel Ct  
Morel Dr  
Chantrelle  
Meadow Way  
Sterling Drive



## CITY of THE DALLES

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### AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 26, 2010	Action Items 13, C	#10-027

**TO:** Honorable Mayor and City Council  
**FROM:** Nolan K. Young, City Manager *NKY*  
**DATE:** April 8, 2010  
**ISSUE:** Consideration of a Compensation Package for Exempt Employees for Fiscal Year 2010-11

**BACKGROUND:** For compensation purposes, the City has four categories of employees:

- 1) Exempt employees (Dept Managers, Supervisors, Confidential Secretaries, Planning Staff);
- 2) Full time contract employees (City Manager and City Attorney);
- 3) SEIU represented general employees; and
- 4) Police association employees.

For the last two categories, the City negotiates a labor contract. The SEIU employees will be in the final year of a three-year contract in FY 2010-11. They are scheduled to receive a 3.2 % COLA on July 1, 2010. The Police Association is also in the final year of a three-year contract. They are to receive a salary adjustment July 1, 2010 equal to the Consumer Price Index increase for the Western United States for 2009 (-0.4%), with a minimum COLA of 2.5% and a maximum of 4.5% plus 1% salary adjustment for a total of 3.5%. Both groups will receive City contribution of 100% of employee portion of the insurance premium payments and 85% contribution for dependent premiums.

The City has two full-time contract employees; City Attorney and City Manager. The City Council annually considers a COLA and/or salary adjustment for the City Manager and the City Attorney after their annual evaluations. Both evaluations will be scheduled within the next couple of months. The City is currently paying for the full cost in insurance increases for the City Manager, and 85% dependent insurance pick up for the City Attorney.

Annually, the City Council also considers cost of living adjustment (COLA) or other salary adjustments for exempt employees. The exempt group has typically lagged behind salaries in

comparable cities. We did a salary survey in FY 2007-08 and found that 15 of the 26 exempt positions were below the average for comparable cities, with 10 positions more than 5% low. The Council approved a plan to correct this over the next 3 years starting July 1, 2008. Because of the failing economy, we did not follow the plan to look at salary adjustments in January and July of 2009 and January 2010. We did give these employees a 3.15% COLA in July 2009 to equal the salary increases the SEIU group would receive. This was below the 3.7% CPI increase for the prior year (2008).

This year the annual CPI for 2009 is -.04%. The latest annual CPI (Feb to Feb) has shown some increase (1.4%) as the economy is starting to recover. We have identified four alternatives.

1. No COLA. This is based on the negative CPI for 2009. Not recommended because these positions are already behind comparable positions in other cities and we are providing COLA's to both union groups.
2. 2.5% COLA. Uses the minimum amount in the Police contract. The estimated addition cost of this option is \$55,965.
3. 3% Salary Adjustment. Since no action was taken to adjust the salaries for these positions as planned for the last 18 months, we recommend a 3% salary adjustment. The FY 2010-11 proposed budget has been prepared with these amounts as a placeholder at the additional cost of \$67,110. The two contract employees are also budgeted at the tentative 3% adjustment.
4. 3.5% COLA. This would equal the minimum 2.5% COLA plus 1% salary adjustment given to the Police Association employees. The cost of this alternative is \$76,706.

We recommend a continuation of an 85% pick up of dependent's share of health insurance premiums for exempt employees.

**City Manager Recommendation:** Because the exempt employee group as a whole group is below the market, we are recommending a 3% salary adjustment for exempt employees even though the CPI was negative.

**Finance Department Reorganization:** The City Charter allows the City Manager to reorganize City Departments. Council approval is needed for any change that increases budgets or creates two employee position classifications.

Over the past three years the Finance Department has brought the City's financial records up to date, improved controls and compliance measures, increased staff training, streamlined processes, and increased efficiency. Due to the increased efficiencies, we identified some additional capacity within the Payroll Tech and Account Clerk II positions.

As of January 4, 2010, the City's Accountant, took a leave of absence of four to five months to take an internship in her desired profession. The City's Exempt Personnel Policy states, "When granted a leave of absence, the employee should thoroughly understand that reinstatement may not be guaranteed." Her letter requesting this leave of absence states, "I understand that during this leave my position may be filled and it is possible that upon my return, the duties of my position and schedule may have changed."

Instead of replacing the accountant temporarily, the Finance Department was allowed to test a reorganization plan that redistributed the Accountant duties between the Payroll Tech position and the Account Clerk II position. We have been in that testing phase for the past three months

and believe that the Finance Department can maintain its current efficiencies if the reorganization plan is authorized.

The plan calls for a promotion for the Payroll Tech to Accountant in Training, and a reclassification of the position for Account Clerk II to an Account Clerk III to recognize additions of responsibilities over the past two years as well as increases in duties due to this reorganization plan. Details of the reorganization plan are attached to this report.

The proposed reorganization would save the City \$43,610 in FY 2010-11, a transition year and more in future years. We have an existing Accountant in Training classification, so no Council action is required. We are asking the Council to create a new Account Clerk III position. Since this will be a union position, we are discussing this with the union.

**Future Salary Reviews:** The Council has asked us to review the City's policy to pay all Department Managers on the same scale. Since this was not intended to impact current employees in those positions we will be doing this later in May or June.

### **COUNCIL ALTERNATIVES:**

**Staff Recommendation:** Approve a 3% salary adjustment (Alternative #3 above) for exempt employees, effective July 1, 2010, continue the current insurance premium payment formula. Also, approve the creation of an Accountant Clerk III position as proposed in the Finance Department reorganization.

- Alternative 2: Approve a 3.5% salary adjustment for exempt employees, and continue the current share in the insurance premium.
- Alternative 3: Approve a 3.2% salary adjustment for exempt employees, and continue the current share in the insurance premium.
- Alternative 4: Approve a 2.5% COLA for exempt employees, and continue the current share in the insurance premium
- Alternative 5: Do not approve any COLA or salary adjustments for exempt employees, and continue the current share in the insurance premium
- Alternative 6: Postpone action on exempt employee COLA or salary adjustment to allow for further research.
- Alternative 7: Approve some other exempt employee COLA and/or salary adjustments.



# Finance Department Reorganization Proposal

04/05/10

## Current Personnel Structure:

Finance Director

Accountant Support of Finance Director, accounting, reconciliations, assist with budget and audit preparation, Transient Room Tax and Gas Tax licensing, records and auditing, Fixed assets records and reconciliations, lead worker and support for other Finance Department positions.

Payroll Tech All Payroll functions

Account Clerk II A/P, A/R

Account Clerk I Utility Billing

Clerk Reception/Cash Receipts

## Proposed Personnel Structure:

Finance Director

Accountant in Training All Payroll functions of Payroll Tech – added accounting functions and support of Finance Director per Accountant job description. To be promoted to Accountant when qualifications are met)

Account Clerk III A/P, A/R – added Transient Room Tax and Gas Tax licensing and records, full responsibility for Fixed Asset records and reconciliation, HTE software technical support liaison for all departments, increased accounting schedules and assistance to the Finance Director.

Account Clerk I Utility Billing

Clerk Reception/Cash Receipts

## Process of changes:

Add Account Clerk III classification to SEIU Wage table at 5% increase over Account Clerk II classification.

Promote current Account Clerk II to and Account Clerk III classification as of April 1, 2010, with a 5% wage increase (to Account Clerk III step that is closest to minimum 5% increase over her current wage).

Promote current Payroll Tech to an Accountant in Training position as of April 1, 2010, with 6% wage increase (to AIT step that is closest to minimum 5% increase over her current wage).

The former Accountant may return in May to a part-time (.75) temporary (through November 2010) position at her current rate of pay, with any adjustment factor approved by Council for FY10/11. Her duties will be to further train Janet and Lisa on those duties that have been transferred to them, assist in the preparation and completion of the annual audit, and perform Transient Room Tax and Gas Tax audits.

If the former Accountant does not return, or returns for a shorter period of time than is being proposed, the funds allocated would be redirected to pay for additional accounting assistance and Transient Room Tax and Gas Tax audits, and more formal staff training. \$7,000 has been budgeted in the Accounting/Advisory Services line item in the Finance Department Materials and Services category, designated as \$2,000 for accounting services and \$5,000 for Transient Room Tax and Gas Tax audits. If Lindsay does not return, we will need the additional funds for those contracted services.

**Budget Implications:**

We have already saved approximately \$43,600 of the FY09/10 budget by not replacing Lindsay while she has been on leave of absence. If the proposed Finance Department reorganization is approved, the FY10/11 proposed budget for Finance Personnel will decrease approximately \$43,610.

**Attachments:**

Attached to support this proposal are the following documents:

- SEIU Wage Table as of January 1, 1010 to June 30, 2010, with proposed Account Clerk III position.
- SEIU Wage Table as of July 1, 2010 to June 30, 2011, with proposed Account Clerk III position.
- Finance Personnel Budget estimates revised for proposed reorganization.
- Finance Personnel Budget estimates as originally presented.
- Summary comparison of original and proposed Finance Department Personnel budgets.
- Proposed job descriptions for reorganization:
  - Accountant – revised to add payroll functions (Accountant in Training position will use this job description until qualified for Accountant position)
  - Account Clerk III – proposed to be created to reflect additional duties and responsibilities added to current Account Clerk II position that exceed Account Clerk II level work.
  - Account Clerk II – revised to remove Fixed Assets. This position never has actually performed these duties. The Accountant or Finance Director had maintained the Fixed Asset records. Now that Fixed Assest is being added to the Account Clerk job description, it should be at the AC III level as it exceeds the work level of the AC II.

# SEIU WAGE TABLES

## Per Contract for July 1, 2008 - June 30, 2011

**Effective JANUARY 1, 2010**      **2.3% Adjustment - ALL**

1.023

Job Classification	STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8	
	Month	Annual												
CLERK	2,321.77	27,861.21	2,391.42	28,697.04	2,463.16	29,557.95	2,537.06	30,444.69	2,613.17	31,358.03	2,691.56	32,298.77	2,772.31	33,267.74
LIBRARY CLERK I	2,321.77	27,861.21	2,391.42	28,697.04	2,463.16	29,557.95	2,537.06	30,444.69	2,613.17	31,358.03	2,691.56	32,298.77	2,772.31	33,267.74
ACCT CLERK I	2,495.76	29,949.12	2,570.63	30,847.59	2,647.75	31,773.02	2,727.18	32,726.21	2,809.00	33,708.00	2,893.27	34,719.24	2,980.07	35,760.81
DEPT SECRETARY	2,495.76	29,949.12	2,570.63	30,847.59	2,647.75	31,773.02	2,727.18	32,726.21	2,809.00	33,708.00	2,893.27	34,719.24	2,980.07	35,760.81
LIBRARY CLERK II	2,660.94	31,931.31	2,740.77	32,889.25	2,822.99	33,875.93	2,907.68	34,892.20	2,994.91	35,938.97	3,084.76	37,017.14	3,177.30	38,127.66
ACCT CLERK II	2,660.94	31,931.31	2,740.77	32,889.25	2,822.99	33,875.93	2,907.68	34,892.20	2,994.91	35,938.97	3,084.76	37,017.14	3,177.30	38,127.66
MUNICIPAL COURT CLERK	2,800.39	33,604.72	2,884.41	34,612.86	2,970.94	35,651.25	3,060.07	36,720.79	3,151.87	37,822.41	3,246.42	38,957.08	3,343.82	40,125.80
ACCT CLERK III (666.00/10)	2,940.41	35,284.86	3,028.63	36,443.91	3,119.48	37,643.81	3,213.07	38,906.63	3,309.46	39,713.53	3,408.74	40,904.94	3,511.01	42,192.08
BLDG/GRNDS WORKER	2,304.68	27,656.16	2,373.82	28,485.84	2,445.03	29,340.42	2,518.39	30,220.63	2,593.94	31,127.25	2,671.76	32,061.07	2,751.91	33,022.90
MAINTENANCE WORKER	4,920.72	59,048.60	5,068.34	60,820.06	5,220.39	62,644.66	5,377.00	64,524.00	5,538.31	66,489.72	5,704.46	68,453.51	5,875.59	70,507.11
EQUIPMENT OP	3,039.91	36,478.97	3,131.11	37,573.34	3,225.04	38,700.54	3,321.80	39,961.66	3,421.45	41,057.40	3,524.09	42,289.12	3,629.82	43,557.80
CERTIFIED MECHANIC	3,100.71	37,208.55	3,193.73	38,324.80	3,289.55	39,474.55	3,388.23	40,658.78	3,489.88	41,878.55	3,594.58	43,134.90	3,702.41	44,428.95
EQUIP OPR - RS CERT 2	3,161.51	37,938.12	3,256.36	39,076.27	3,354.05	40,248.56	3,446.67	41,466.01	3,558.31	42,699.69	3,665.06	43,980.68	3,775.01	45,300.10
MAINT REPAIR TECH	3,125.84	37,510.06	3,219.61	38,635.36	3,316.20	39,794.43	3,415.69	40,988.26	3,518.16	42,217.91	3,623.70	43,484.44	3,732.41	44,788.98
OPER IN TRAINING	2,732.59	32,791.08	2,791.61	33,635.36	2,852.20	34,500.00	2,915.69	35,388.26	2,982.99	36,217.91	3,053.70	37,000.00	3,136.41	37,732.41
CERTIFIED OP WTR/SWR	3,125.84	37,510.06	3,219.61	38,635.36	3,316.20	39,794.43	3,415.69	40,988.26	3,518.16	42,217.91	3,623.70	43,484.44	3,732.41	44,788.98
CERT OP 2 - WTR/SWR	3,250.87	39,010.46	3,348.40	40,180.78	3,448.95	41,386.20	3,552.32	42,627.79	3,658.99	43,906.62	3,768.65	45,223.82	3,881.71	46,580.53
CERT OP 3 - WTR/SWR	3,375.91	40,510.87	3,477.18	41,726.19	3,581.50	42,977.98	3,688.94	44,267.32	3,799.61	45,596.34	3,913.60	46,963.20	4,031.01	48,372.09
CERT OP 4 - WTR/SWR	3,438.42	41,261.07	3,541.57	42,498.90	3,647.82	43,773.87	3,757.26	45,087.08	3,869.97	46,439.69	3,986.07	47,832.89	4,105.66	49,267.87
LAB TECH WTR/SWR	3,387.33	40,407.98	3,468.35	41,620.21	3,572.40	42,868.82	3,679.57	44,154.89	3,789.96	45,479.63	3,903.66	46,843.92	4,020.77	48,249.24

Gravard shift differential - shift beginning between 11:00 PM and 4:00 AM; only hours worked up to 8:00 AM.  
 Cross Connection Control Specialist Cert pay-add 2% for each certification to employees assigned by City  
 Lead Worker Assignment-Add 10%  
 Certification needed in second area-add 2%  
 (The above monthly pay with cert's is to be computed. 2%+8%=10% x Monthly Base)

# SEIU WAGE TABLES Per Contract for July 1, 2008 - June 30, 2011

**Effective JULY 1, 2010**  
1.032  
3.2% COLA

Job Classification	STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8	
	Month	Annual												
CLERK	2,396.06	28,752.77	2,467.95	29,615.35	2,541.98	30,503.81	2,616.24	31,418.92	2,696.79	32,361.49	2,777.69	33,332.34	2,861.03	34,332.31
LIBRARY CLERK I	2,396.06	28,752.77	2,467.95	29,615.35	2,541.98	30,503.81	2,616.24	31,418.92	2,696.79	32,361.49	2,777.69	33,332.34	2,861.03	34,332.31
ACCT CLERK I	2,575.62	30,907.49	2,652.89	31,834.72	2,732.48	32,789.76	2,814.45	33,773.45	2,898.89	34,786.65	2,985.85	35,830.26	3,075.43	36,905.16
DEPT SECRETARY	2,575.62	30,907.49	2,652.89	31,834.72	2,732.48	32,789.76	2,814.45	33,773.45	2,898.89	34,786.65	2,985.85	35,830.26	3,075.43	36,905.16
LIBRARY CLERK II	2,746.09	32,953.11	2,828.48	33,941.70	2,913.33	34,959.96	3,000.73	36,008.75	3,090.75	37,089.02	3,183.47	38,201.69	3,278.98	39,347.74
ACCT CLERK II	2,890.01	34,680.07	2,976.71	35,720.48	3,066.01	36,792.09	3,157.99	37,895.85	3,252.73	39,032.73	3,350.31	40,203.71	3,450.82	41,409.82
MUNICIPAL COURT CLERK	2,890.01	34,680.07	2,976.71	35,720.48	3,066.01	36,792.09	3,157.99	37,895.85	3,252.73	39,032.73	3,350.31	40,203.71	3,450.82	41,409.82
ACCT CLERK III (44-140010)	3,034.51	36,414.08	3,125.54	37,406.50	3,219.31	38,431.69	3,315.89	39,490.64	3,415.36	40,624.36	3,517.62	42,213.88	3,623.96	43,480.31
BLDG/GRNDS WORKER	2,378.43	28,541.16	2,449.78	29,397.39	2,523.28	30,279.31	2,598.97	31,187.69	2,676.94	32,123.32	2,757.25	33,087.02	2,839.97	34,079.63
MAINTENANCE WORKER	5,078.18	60,938.15	5,230.52	62,766.30	5,387.44	64,649.29	5,549.06	66,588.77	5,715.54	68,586.43	5,887.00	70,644.02	6,063.61	72,763.34
EQUIPMENT OP	3,137.19	37,646.30	3,231.31	38,775.69	3,326.25	39,938.96	3,428.09	41,137.13	3,530.94	42,371.24	3,636.86	43,642.38	3,746.97	44,951.65
CERTIFIED MECHANIC	3,199.94	38,399.22	3,295.93	39,551.20	3,394.81	40,737.73	3,496.66	41,959.87	3,601.56	43,218.66	3,709.60	44,516.22	3,820.89	45,850.88
EQUIP OPR - RS CERT 2	3,262.68	39,152.14	3,360.56	40,326.71	3,461.38	41,536.51	3,565.22	42,782.61	3,672.17	44,066.08	3,782.34	45,388.07	3,895.81	46,749.71
MAINT REPAIR TECH	3,225.87	38,710.38	3,322.64	39,871.70	3,422.32	41,067.85	3,524.99	42,299.88	3,630.74	43,568.88	3,739.66	44,875.95	3,851.85	46,222.22
OPER IN TRAINING	2,732.59	32,791.08	2,822.64	33,871.70	2,913.33	34,959.96	3,000.73	36,008.75	3,090.75	37,089.02	3,183.47	38,201.69	3,278.98	39,347.74
CERTIFIED OP WTR/SWR	3,225.87	38,710.38	3,322.64	39,871.70	3,422.32	41,067.85	3,524.99	42,299.88	3,630.74	43,568.88	3,739.66	44,875.95	3,851.85	46,222.22
CERT OP 2 - WTR/SWR	3,354.90	40,288.80	3,455.55	41,465.56	3,559.21	42,710.36	3,665.99	43,991.88	3,775.97	45,311.63	3,889.25	46,670.88	4,005.93	48,071.11
CERT OP 3 - WTR/SWR	3,483.93	41,807.21	3,588.45	43,061.43	3,696.11	44,353.27	3,806.99	45,683.87	3,921.20	47,084.39	4,038.83	48,486.02	4,160.00	49,920.00
CERT OP 4 - WTR/SWR	3,548.45	42,581.42	3,654.91	43,858.86	3,764.55	45,174.63	3,877.49	46,529.87	3,993.81	47,925.76	4,113.63	49,363.54	4,237.04	50,844.44
LAB TECH WTR/SWR	3,475.09	41,701.03	3,579.34	42,952.06	3,686.72	44,240.62	3,797.32	45,567.84	3,911.24	46,934.88	4,028.58	48,342.92	4,149.43	49,793.21

Gravyard shift differential - shift beginning between 11:00 PM and 4:00 AM; only hours worked up to 8:00 AM.  
Cross Connection Control Specialist Cert pay-add 2% for each certification to employees assigned by City  
Lead Worker Assignment-Add 10%  
Certification needed in second area-add 2%  
(The above monthly pay with cert's is to be computed. 2%+8%=10% x Monthly Base)

**FY10/11  
Personnel Budget Estimates**

*REVISED for  
REORGANIZATION*

**Finance**

Last Name	First Name	FISCAL YEAR	ANNUAL SALARY	Part Time	Over Time	Medical Dental Vision	Long Term Disability	Life Ins	Workers Comp	FICA	VEBA	Retire	Admin	125	Total Benefit	Total Expense
MAST	KATE	\$79,218				\$7,566	\$396	\$46	\$216	\$6,060	\$1,066	\$10,694	\$60	\$26,105	\$105,323	
WEISS	LINDSAY	\$16,000	\$0			\$3,783	\$101	\$46	\$80	\$1,224		\$2,160	\$0	\$7,394	\$23,394	
BLOOM	JANET	\$45,066	\$3,900			\$19,038	\$225	\$46	\$142	\$3,746		\$6,610	\$60	\$29,868	\$78,834	
<b>Total Exempt</b>		\$124,284	\$3,900	\$16,000	\$3,900	\$30,387	\$722	\$139	\$438	\$11,030	\$1,066	\$19,465	\$120	\$63,367	\$207,551	
ROWLAND	LISA	\$41,907	\$3,778			\$19,038	\$210	\$46	\$135	\$3,495		\$6,167	\$60	\$29,151	\$74,836	
<b>Total SIEU Union</b>		\$41,907	\$3,778	\$0	\$3,778	\$19,038	\$210	\$46	\$135	\$3,495	\$0	\$6,167	\$60	\$29,151	\$74,836	
<b>Total Finance</b>		\$166,191	\$7,678	\$16,000	\$7,678	\$49,425	\$932	\$185	\$573	\$14,525	\$1,066	\$25,632	\$180	\$92,519	\$282,387	

Finance	Line Item #	FY10/11	FY09/10	Difference	%
Regular Salaries	001-0900-415.11-00	166,191	201,358	(35,167)	-17%
P/T / Temp Salaries	001-0900-415.12-00	16,000	-	16,000	0%
Overtime Salaries	001-0900-415.13-00	7,678	11,095	(3,417)	-31%
Medical Insurance	001-0900-415.21-10	49,425	46,365	3,060	7%
L-T Disability Insurance	001-0900-415.21-20	932	1,007	(75)	-7%
Life Insurance	001-0900-415.21-30	185	185	(0)	0%
Workers Comp Insurance	001-0900-415.21-40	573	508	65	13%
FICA	001-0900-415.22-00	14,525	16,253	(1,728)	-11%
Retirement Contributions	001-0900-415.23-00	25,632	28,681	(3,049)	-11%
VEBA Contributions	001-0900-415.28-00	1,066	-	1,066	0%
Other Employee Benefits	001-0900-415.29-00	180	180	-	0%
		282,387	305,632	(23,245)	-8%

VEBA  
1,066 E-days  
- Sick Hrs  
1,066 Kate

**FY10/11  
Personnel Budget Estimates**

*ORIGINAL  
PROPOSED*

**Finance**

Last Name	First Name	FISCAL YEAR	ANNUAL SALARY	Part Time	Over Time	Medical Dental Vision	Long Term Disability	Life Ins	Workers Comp	FICA	VEBA	Retire	125 Admin	Total Benefit	Total Expense
MAST	KATE		\$79,218			\$7,566	\$396	\$46	\$216	\$6,060	\$1,066	\$10,694	\$60	\$26,105	\$105,323
WEISS	LINDSAY		\$50,847		\$4,400	\$7,566	\$254	\$46	\$155	\$4,226		\$7,458	\$0	\$19,706	\$74,953
BLOOM	JANET		\$41,649		\$3,604	\$19,038	\$208	\$46	\$135	\$3,462		\$6,109	\$60	\$29,058	\$74,312
<b>Total Exempt</b>			<b>\$171,714</b>	<b>\$0</b>	<b>\$8,004</b>	<b>\$34,170</b>	<b>\$859</b>	<b>\$139</b>	<b>\$506</b>	<b>\$13,748</b>	<b>\$1,066</b>	<b>\$24,262</b>	<b>\$120</b>	<b>\$74,870</b>	<b>\$254,588</b>
ROWLAND	LISA		\$39,326		\$3,545	\$19,038	\$197	\$46	\$130	\$3,280		\$5,788	\$60	\$28,538	\$71,409
<b>Total SIEU Union</b>			<b>\$39,326</b>	<b>\$0</b>	<b>\$3,545</b>	<b>\$19,038</b>	<b>\$197</b>	<b>\$46</b>	<b>\$130</b>	<b>\$3,280</b>	<b>\$0</b>	<b>\$5,788</b>	<b>\$60</b>	<b>\$28,538</b>	<b>\$71,409</b>
<b>Total Finance</b>			<b>\$211,040</b>	<b>\$0</b>	<b>\$11,549</b>	<b>\$53,208</b>	<b>\$1,055</b>	<b>\$185</b>	<b>\$635</b>	<b>\$17,028</b>	<b>\$1,066</b>	<b>\$30,050</b>	<b>\$180</b>	<b>\$103,408</b>	<b>\$325,997</b>

Finance	Line Item #	FY10/11	FY0*/10	Difference	%	VEBA
Regular Salaries	001-0900-415.11-00	211,040	201,358	9,682	5%	1,066
P/T / Temp Salaries	001-0900-415.12-00	-	-	-	0%	-
Overtime Salaries	001-0900-415.13-00	11,549	11,095	454	4%	-
Medical Insurance	001-0900-415.21-10	53,208	46,365	6,843	15%	-
L-T Disability Insurance	001-0900-415.21-20	1,055	1,007	48	5%	-
Life Insurance	001-0900-415.21-30	185	185	(0)	0%	1,066
Workers Comp Insurance	001-0900-415.21-40	635	508	127	25%	-
FICA	001-0900-415.22-00	17,028	16,253	775	5%	-
Retirement Contributions	001-0900-415.23-00	30,050	28,681	1,369	5%	-
VEBA Contributions	001-0900-415.28-00	1,066	-	1,066	0%	-
Other Employee Benefits	001-0900-415.29-00	180	180	-	0%	-
		325,997	305,632	20,365	7%	-

E-days  
Sick Hrs  
Kate

**FINANCE DEPARTMENT REORGANIZATION PROPOSAL**  
**Comparison of Original Budget Estimates and**  
**Proposed Reorganizational Budget**

	<b>Original Budget Estimates</b>	<b>Proposed Reorganization Budget</b>	<b>Difference</b>
Regular Salaries	211,040	166,191	(44,849)
P/T / Temp Salaries	-	16,000	16,000
Overtime Salaries	11,549	7,678	(3,871)
Medical Insurance	53,208	49,425	(3,783)
L-T Disability Insurance	1,055	932	(123)
Life Insurance	185	185	-
Workers Comp Insurance	636	573	(63)
FICA	17,028	14,525	(2,503)
Retirement Contributions	30,050	25,632	(4,418)
VEBA Contributions	1,066	1,066	-
Other Employee Benefits	180	180	-
	<b>325,997</b>	<b>282,387</b>	<b>(43,610)</b>



### POSITION DESCRIPTION

**TITLE:** Accountant  
**DEPARTMENT:** Finance  
**REPORTS TO:** Finance Director  
**SUPERVISES:** None

**DEFINITION:** This position performs a variety of accounting, **payroll** and budgeting functions within the Finance Department.

#### **ESSENTIAL JOB FUNCTIONS:**

1. Knowledge of all accounting applications within the department.
2. Will serve as backup to all other staff positions within the department when others are on vacation, sick leave, etc.
3. Assure accuracy and timeliness of City's financial system by maintaining all aspects of the general ledger, including generating and reviewing journal entries, monthly closings and financial reporting for internal and external use. This includes all reconciliations of general ledger accounts to subsidiary ledgers.
4. **Performing periodic payroll processes on HTE software, resulting in timely and accurate payment of wages to all employees of the City of The Dalles, including, but not limited to, maintaining up to date knowledge and compliance with all Federal and State requirements; providing timely and accurate reporting and payments for Federal and State taxes, retirement contributions, insurance premiums, union dues, and any other payables accrued during the payroll processes; maintaining up to date knowledge and compliance with all Bargaining Unit contracts affecting City personnel; and maintaining up to date knowledge and compliance with Workers Compensation requirements, including reporting and payments.**
5. Prepare audit work papers and supporting schedules for use by external auditors in conducting the annual audit of the City.
6. Prepare draft of the City's Comprehensive Annual Financial Report (CAFR) with the Finance Director.
7. Perform **or oversee** all internal and external audits for the City. This includes audits of fuel tax and transient room tax.
8. Prepare internal and external financial reports for management and other users, including responses to financial questionnaires and requests for information.
9. Follow all safety procedures established for the work area.

10. Be present and available at place of work during designated work hours.

**OTHER JOB FUNCTIONS:**

1. Provide assistance with special projects as required
2. Other duties as assigned.

**WORKING CONDITIONS:** Work hours: 8:00 AM to 5:00 PM, Monday through Friday, with one hour for lunch. Mainly office environment with minimal exposure to outside elements. Some time may be required beyond a 40-hour work week.

**ABILITY TO:**

1. Ability to apply governmental accounting standards in practice.
2. Ability to apply required knowledge in practical situations.
3. Ability to form and maintain effective working relationships with others internal and external to the organization.
4. Ability to follow established guidelines including:
  - a. Federal and State reporting requirements.
  - b. City ordinances, resolutions, policies, and procedures.
  - c. Department policies and procedures.
  - d. Desk procedures.
  - e. Bargaining unit contracts.

**KNOWLEDGE:**

1. Thorough knowledge of governmental accounting standards and practices and promulgated by the Governmental Accounting Standards Board (GASB), the Financial Accounting Standards Board (FASB), and other pertinent regulatory bodies.
2. An understanding of the audit functions.
3. Basic understanding of computerized work environment and the ability to learn more.

**SKILLS:**

1. Proficiency in use of electronic spreadsheets and wordprocessing (Microsoft Excel and Word for Windows).
2. Effective oral and written communications skills.
3. 10-key by touch.

**QUALIFICATIONS:** Any equivalent combination of education and experience that provides the applicant with the knowledge, skills and abilities required to perform the job. A typical way to obtain the knowledge, skills and abilities would be:

Education: Bachelors Degree in accounting, finance or related field, or equivalent..

Experience: Minimum five years experience in governmental accounting and/or auditing, including budget preparation and financial reporting. CPA certification preferred.

**LICENSES OR CERTIFICATES:**

1. Bondable
2. Valid Driver's License



## POSITION DESCRIPTION

- TITLE:** Account Clerk III  
Accounts Payable, Accounts Receivable, Fixed Assets, *Accounting Support, Accounting Software Technical Support.*  
(Salary Range: SEIU)
- DEPARTMENT:** Finance
- REPORTS TO:** Finance Director
- SUPERVISES:** None
- DEFINITION:** This position performs a variety of accounting duties and task assignments within the Finance Department, *and provides technical support for the SunGard Accounting and subsidiary software for all City Departments.*

### ESSENTIAL JOB FUNCTIONS:

- 1. Accounts Payable:** Maintain all aspects of accounts payable records, including encumbrances, maintaining vendor master files, reviewing for compliance with purchasing policies, maintaining purchase orders as set by resolution, provide reports to department heads, City Manager and City Council, data entry functions and monthly reconciliations. Will maintain all aspects of accounts payable for other business entities as assigned.
- 2. Accounts Receivable:** Maintain all aspects of miscellaneous accounts receivable, excluding utility accounts, including but not limited to contract services, rents, special assessments, loans, etc.
- 3. *Transient Room Tax and Gas Tax:*** *Issue licenses and information to new lodging and fueling businesses; track required reporting and payments.*
- 4. Fixed Assets:** Maintain fixed asset records for the City, including all additions, retirements and changes, monthly/quarterly reconciliations, year-end reconciliations and audit schedules.
- 5. Accounting:** Prepare financial reports as requested based upon request for information.
- 6. Audit:** Prepare schedules and workpapers in conjunction with City's annual audit as related to the above functions. Assist with the preparation of the City's Comprehensive Annual Financial Report (CAFR). Assist auditors when necessary.
- 7. Budget:** Assist the Finance Director and Accountant in preparing worksheets for the City's annual budget.
- 8. *Accounting Software Technical Support:*** *Provide assistance in operating the SunGard Accounting and subsidiary software to all Departments and perform liaison duties between SunGard and the City, as well as liaison for the Finance Department with the IT Department.*

9. **Backup and Cross-Trained to Other Job Descriptions:** Provide back up for Payroll functions and other Accountant functions as needed. Provide secondary back up for cash receipts position.

**OTHER JOB FUNCTIONS:**

1. Provide assistance with special projects as required.
2. Other duties as assigned.
3. Be present and available at place of work during designated work hours.
4. Follow safety procedures established for work area.

**WORKING CONDITIONS:** Work hours: 8:00 AM to 5:00 PM, Monday through Friday, with one hour for lunch. Mainly office environment with minimal daily exposure to outside elements. Periods of high volume workload. Occasional overtime may be required.

**ABILITY TO:**

1. Learn to operate and maintain the integrity of data in SunGard accounting and payroll software.
2. Follow established guidelines including City ordinances, resolutions, policies and procedures, Federal and State requirements, Department policies and procedures, bargaining unit contracts, and desk procedures.
3. Communicate effectively, both verbally and in writing.
4. Prepare supporting work papers relevant to budget and audit process.
5. Form and maintain effective working relationships with Finance Director, Finance Department co-workers, and internal and external customers of the position's functions, including all Department Managers and employees.

**QUALIFICATIONS:** Any equivalent combination of education and experience which provides the applicant with the knowledge, skills and abilities required to perform the job. A typical way to obtain the knowledge, skills and abilities would be:

**Experience:** Three (3-5) years in a basic accounting/bookkeeping position, including computerized record keeping, accounts payable, accounts receivable, fixed assets, and account analysis. Experience in governmental accounting preferred.

**Education:** High school education or equivalent, plus additional education (training, seminars or college courses). Associates degree in accounting or related field.

**Training:** Knowledge of basic governmental accounting principles, including journal entries; 10-key by touch; keyboarding skills, electronic word processing and electronic spreadsheets.

**LICENSES OR CERTIFICATES:** Valid Driver's License



## POSITION DESCRIPTION

- TITLE:** Account Clerk II  
Accounts Payable, Accounts Receivable, ~~Fixed Assets~~  
(Salary Range: SEIU)
- DEPARTMENT:** Finance
- REPORTS TO:** Finance Director
- SUPERVISES:** None
- DEFINITION:** This position performs a variety of accounting duties and task assignments within the Finance Department.

### ESSENTIAL JOB FUNCTIONS:

- Accounts Payable:** Maintain all aspects of accounts payable records, including encumbrances, maintaining vendor master files, reviewing for compliance with purchasing policies, maintaining purchase orders as set by resolution, provide reports to department heads, City Manager and City Council, data entry functions and monthly reconciliations. Will maintain all aspects of accounts payable for other business entities as assigned.
- Accounts Receivable:** Maintain all aspects of miscellaneous accounts receivable, excluding utility accounts, including but not limited to contract services, rents, special assessments, loans, etc.
- ~~**Fixed Assets:** Maintain fixed asset records for the City, including all additions, retirements and changes, monthly and quarterly reconciliations, year-end reconciliations and audit schedules.~~
- Accounting:** Prepare financial reports as requested based upon request for information.
- Audit:** Prepare schedules and workpapers in conjunction with City's annual audit as related to the above functions. Assist with the preparation of the City's Comprehensive Annual Financial Report (CAFR). Assist auditors when necessary.
- Budget:** Assist the Finance Director and Accountant in preparing worksheets for the City's annual budget.
- Backup and Cross-Trained to Other Job Descriptions:** This position is required to be able to back up the cash receipts position on demand and respond to basic questions regarding utility billing. This position will *may* also be trained to backup the monthly payroll processes.

**OTHER JOB FUNCTIONS:**

1. Provide assistance with special projects as required.
2. Other duties as assigned.
3. Be present and available at place of work during designated work hours.
4. Follow safety procedures established for work area.

**WORKING CONDITIONS:** Work hours: 8:00 AM to 5:00 PM, Monday through Friday, with one hour for lunch. Mainly office environment with minimal daily exposure to outside elements. Periods of high volume workload. Occasional overtime may be required.

**ABILITY TO:**

1. Learn to operate and maintain the integrity of data in HTE accounting and payroll software.
2. Follow established guidelines including City ordinances, resolutions, policies and procedures, Federal and State requirements, Department policies and procedures, bargaining unit contracts, and desk procedures.
3. Communicate effectively, both verbally and in writing.
4. Prepare supporting work papers relevant to budget and audit process.
5. Form and maintain effective working relationships with Finance Director, Finance Department co-workers, and internal and external customers of the position's functions, including all Department Managers and employees.

**QUALIFICATIONS:** Any equivalent combination of education and experience which provides the applicant with the knowledge, skills and abilities required to perform the job. A typical way to obtain the knowledge, skills and abilities would be:

**Experience:** Three (3) years in a basic accounting/bookkeeping position, including computerized record keeping, accounts payable, accounts receivable, fixed assets, and account analysis. Experience in governmental accounting preferred.

**Education:** High school education or equivalent, plus additional education (training, seminars or college courses). Associates degree in accounting or related field.

**Training:** Knowledge of basic governmental accounting principles, including journal entries; 10-key by touch; keyboarding skills, electronic word processing and electronic spreadsheets.

**LICENSES OR CERTIFICATES:** Valid Driver's License



**POSITION DESCRIPTION**

**TITLE:** Payroll Technician  
(Salary Range: Exempt W = \$2797 - \$3,440 FY07/08)

**DEPARTMENT:** Finance

**REPORTS TO:** Finance Director

**SUPERVISES:** None

**DEFINITION:** This position is responsible for all aspects of payroll functions, including, but not limited to, payroll processing for the City of The Dalles and the Northern Wasco Parks and Recreation District; compliance with all Federal and State requirements; timely and accurate filing of all required payroll reporting requirements and payments; and maintenance of all payroll records.

**ESSENTIAL JOB FUNCTIONS:**

1. Performing periodic payroll processes on HTE software, resulting in timely and accurate payment of wages to all employees of the City of The Dalles and the Northern Wasco Parks and Recreation District.
2. Collection and maintenance of accurate status information, including position, hire and reviews dates, wage range, benefits, and accruals, for each employee from Department Managers.
3. Maintaining up to date knowledge and compliance with all Federal and State requirements regarding personnel and payroll functions.
4. Providing timely and accurate reporting and payments for Federal and State taxes, retirement contributions, insurance premiums, union dues, and any other payables accrued during the payroll processes.
5. Maintaining up to date knowledge and compliance with all Bargaining Unit contracts affecting City or District Personnel.
6. Maintaining up to date knowledge and compliance with Workers Compensation requirements, including reporting and payments.

**OTHER JOB FUNCTIONS:**

1. Assisting in calculating estimates for personnel expenses for annual budget.
2. Provide assistance with special projects including confidential reports as required.
3. Primary backup for Accountant position.
4. Other duties as may be assigned.

**WORKING CONDITIONS:** Work hours: 8:00 AM to 5:00 PM, Monday through Friday, with one hour for lunch. Mainly office environment with minimal daily exposure to outside elements. Periods of high volume workload. Occasional overtime may be required.

**ABILITY TO:**

1. Learn to operate and maintain the integrity of data in HTE payroll software.
2. Research, understand and apply Federal and State regulations, including reporting and payment requirements.
3. Read, understand and apply Bargaining Unit contracts.
4. Follow established guidelines as set by ordinances, resolutions, policies and procedures.
5. Form and maintain effective working relationships with Finance Director, Finance Department co-workers, and internal and external customers of the position's functions, including all Department Managers and employees.

**QUALIFICATIONS:** Any equivalent combination of education and experience which provides the applicant with the knowledge, skills and abilities required to perform the job. A typical way to obtain the knowledge, skills and abilities would be:

Experience: Three (3) years experience in a position with full responsibility for all aspects of payroll, including Federal and State compliance, using a computer software payroll program.

Education: High school education or equivalent, plus additional education (training, seminars or college courses) specific to payroll functions beyond high school.

**LICENSES OR CERTIFICATES:** Valid Driver's License





## AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 26, 2010	Action Items 13, D	10-031

**TO:** Mayor and City Council

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

**DATE:** April 15, 2010

**ISSUE:** Approval of the Tourism Promotion Scope of Work and Budget for FY 2010-11

### BACKGROUND:

In December 2008, the City of The Dalles and The Dalles Area Chamber of Commerce signed an agreement for personal services for the Chamber to provide tourism promotion and Community Marketing for the City. FY 2010-11 will be the second year of this five-year agreement. Section 3Bi calls for the Chamber to submit a Budget Request and corresponding scope of work for each year. The City Council will then consider their request and respond. Attached is the proposed annual budget for the Community Marketing Program and 2010-11 Work Scope proposed by the Chamber of Commerce.

This year they are proposing no increase in the budget of \$220,030, because room tax revenues are down. Funds for our Community Marketing Program come from the 6% Transient Room Tax. This amount is about 46% of our anticipated revenue. Last year the annual special project was for the purchase of an electric shuttle tours at The Dalles Dam and other events. This year we are proposing an interactive kiosk at the restroom in the proposed festival area near the Union Street undercrossing.

We have attached a comparison of this year's budget to last year's budget. Staff has reviewed this proposed marketing plan and budget and is recommending it to the City Council.

**BUDGET IMPLICATION:**

Attached is the Budget Information Paper showing the use of Transient Room Tax funds.

**COUNCIL ALTERNATIVES:**

1. **Staff Recommendation:** Approve the proposed FY 2010-11 Work Scope and Budget for the Community Marketing Program as presented by the Chamber.
2. Postpone acceptance of the proposed FY 2010-11 Community Marketing Work Scope and budget to allow for further research.
3. Amend the proposed FY 2010-11 Community Marketing budget and Work Scope and refer it to the Chamber of Commerce for consideration. (Chamber has two weeks in which to consider adoption.)

## Community Marketing Program Comparison

		FY 2009-10	FY 2010-11
<b>Personnel</b>			
	Salaries/Benefits	\$ 91,700	\$ 93,000
<b>Facilities</b>			
	Space cost	\$ 6,810	\$ 6,810
	Equipment Maint/Repair	\$ 4,000	\$ 5,000
<b>Operating</b>			
	Administration	\$ 23,520	\$ 23,520
	Office Supplies	\$ 1,800	\$ 1,800
	Postage	\$ 5,500	\$ 4,750
	Telephone	\$ 3,600	\$ 1,500
	Travel & Mileage	\$ 2,000	\$ 2,500
	Dues/Subscription	\$ 600	\$ 650
<b>Marketing</b>			
	Printing/Binding	\$ 8,000	\$ 8,500
	Marketing/Event Support	\$ 50,000	\$ 57,000
	Public Relations	\$ 2,500	\$ 2,500
	Special Projects:	\$ 20,000	\$ 12,500
	09-10 Tours The Dalles Dam		
	10-11 Interactive Kiosk		
	<b>TOTAL</b>	<b>\$ 220,030</b>	<b>\$ 220,030</b>

**Proposed FY 2010-11  
Community Marketing Work Plan**

**Visitor Services**

1. Fully staff and maintain the official City of The Dalles Visitor Center at the Chamber of Commerce office. Monday thru Friday, October – May; 7 days a week mid-May through mid-September.
2. Maintain 24 hour visitor information kiosk at the Chamber office.
3. Provide information on The Dalles area attractions, visitor locations, hotels, and restaurants to visitor information centers and Chambers across the state.
4. Continue familiarization trips for hospitality industry workers (front desk, concierge, waiters and other front-line staff) enabling them to recommend visitor experiences within The Dalles.
5. Provide customer service training to front-line hospitality workers to ensure quality visitor experiences.
6. Work with hoteliers to track available rooms during peak hotel times offer; refer travelers to hotels with availability.
7. Provide map and materials for self-guided historic walking tours throughout the year.
8. Provide step on guide services for tour groups upon request.
9. Respond to visitor information requests received via phone, email and websites.

**Community Marketing**

1. Develop a “36 hours in The Dalles” guide for distribution locally and through regional tourism channels.
2. Develop a guide to the "hidden tourism gems" in The Dalles.
3. Maintain “social media” presence (facebook, twitter, my space, etc.) to reach out to a younger demographic of travelers.
4. Maintain The Dalles Dash and World of Wine in 49 geocaching loops with geocoin rewards; continuing to bring new geocaching visitors.
5. Continue to work with regional partners and tourist attractions to offer Columbia River Gorge trip itineraries, to groups and individual travelers through normal travel distribution channels (NTA, AAA, and OTTA).

6. Participate in one regional cycling tradeshow to promote The Dalles as a sunny cycling destination.
7. Participate in two regional travel tradeshows and co-op one regional travel tradeshow. Co-op two regional sports tradeshows.
8. Pursue opportunities to host conferences and meetings. Coordinate and allocate resources to organizations hosting meetings in The Dalles.
9. Update and print new vacation planner inserts on a regular basis.
10. Continue story development and PR efforts for national and regional publications.
11. Provide visitor information packets to individuals/businesses/organizations who are hosting meetings in The Dalles.
12. Maintain The Dalles brochures at all State Welcome Centers.
13. Partner with community organizations to provide web-based visitor, relocation and economic development information.
14. Promote community events and happenings on local, regional and statewide event calendars and travel websites.
15. Work with hoteliers, restaurateurs and wineries to develop unique packages to include in the Oregon Bounty and other seasonal Travel Oregon program.
16. Update tourism video.
17. Work with gorge-wide tourism partners to develop a marketing strategy for international visitors.

### **Special Projects**

1. Provide an interactive kiosk and programming to be placed at the building site in the festival area (1<sup>st</sup> and Union Streets near the Marine Terminal) that will allow visitors 24-hour access to what to do, where to stay, where to eat, and other tourism information.

### **Advertising**

1. Work with an outside creative team to develop and implement an ad campaign (print, radio & web) branding The Dalles as a sunny tourism destination.
2. Work with partners (cycling associations and sports promoters) to develop ad campaign for cycling enthusiasts (leisure riders and racers).
3. Develop cycling materials for Ride Oregon Ride (Travel Oregon) website.

4. Advertise The Dalles cycling map in national and regional cycling publications.
5. Place color ads in the Gorge Guide, Columbia Gorge Magazine, Travel Oregon Trip Planner, Oregon Events Calendar and other national & regional publications to promote The Dalles as a visitor destination.
6. Place ad and assist partners in development of book commemorating 25th Anniversary of Columbia River Gorge National Scenic Area.
7. Place web ads on Travel Oregon website with hot links to The Dalles site.
8. Place print & web ads in Seattle, Boise, Spokane and Northern California news outlets.
9. Support national and international marketing strategies of partner organizations such as Travel Oregon and Travel Portland with co-op advertising.
10. Provide marketing grants to organizations producing events that generate overnight stays in The Dalles.
11. Develop and place spring, summer and fall promotion ads in the Oregonian A&E and other Oregon publications.
12. Develop cooperative advertising and promotional opportunities among Columbia River Gorge partners to leverage tourism dollars.

### **Partnerships**

1. Maintain and maximize partnerships with Travel Oregon, Travel Portland, Oregon Tour & Travel Alliance, Oregon Festivals & Events Association, Oregon Travel Information Council, Mt. Hood/Columbia Gorge regional tourism commission, CRGVA, Oregon Film & Video, Mt. Hood Alliance, Wasco County, Columbia Gorge Discovery Center & Museum, The Dalles Dam/Corps of Engineers, Ft. Dalles Rodeo Association, Port of The Dalles, Northern Wasco County Parks & Recreation District, Wasco County Historic Landmarks, Oregon State Chamber of Commerce, and other Columbia River Gorge Chambers of Commerce.
2. Provide tourism perspective to community initiatives to solicit federal funding as a contributing member of the Community Outreach Team.

Evaluation will be provided by Chamber Board review (includes City Manager), reports to the City, and monthly financial reports from the City to the Chamber.

## 2010-11 Proposed Tourism Marketing Budget

Personnel	(01) Salaries & Benefits	93,000.00
Facilities	(02) Space Cost	6,810.00
	(03) Equipment Maintenance & Repair	5,000.00
Operating	(04) Administration	23,520.00
	(05) Office Supplies	1,800.00
	(06) Postage	4,750.00
	(07) Telephone	1,500.00
	(08) Travel & Mileage	2,500.00
	(09) Dues & Subscriptions	650.00
Marketing	(10) Printing & Binding	8,500.00
	(11) Marketing/Event Support	57,000.00
	(12) Public Relations	2,500.00
	Total	207,530.00
	(13) Special Project	12,500.00
	GRAND TOTAL	220,030.00





## CITY of THE DALLES

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THE DALLES, OREGON 97058

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### AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 26, 2010	Discussion Items 14, A	10-028

**TO:** Mayor and City Council

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

**DATE:** April 14, 2010

**ISSUE:** Process to review Transportation System Development Charges

**BACKGROUND:** The City Council at the April 12<sup>th</sup> meeting discussed Transportation System Development Charges. They requested that staff present them with a draft process for review of the Transportation SDC's at the April 26<sup>th</sup> meeting. Attached are two alternative processes. The first is an expanded review that includes staff holding a public meeting to take public input and the council also holding a public hearing for discussion. The expedited review eliminates those two meetings. The Council could choose to eliminate the staff public meeting and still hold a Council public hearing if they so desire.

**COUNCIL ALTERNATIVES:** This is a discussion item for Council to direct staff on the process they wish to follow for review of the Transportation System Development Charges.

**REVIEW PROCESS**  
**Transportation System Development Charges (TSDC)**

	Expanded Review	Expedited Review
2 weeks	Obtain TSDC Rates and how those are applied and for what purpose from 6-10 similar cities	Obtain SDC Rates from 6-10 similar cities
2 weeks	Staff hold public meeting to: *Explain purpose of TSDC *How developed and assessed *Identify Projects in a loosely prioritized list *Take public comment on: -Concerns -Ideas -Projects	
3 weeks	Staff Review information and identify several options	Staff Review information and identify several options
2-3 weeks	Staff provide Council detail two weeks prior to Council meeting including: Survey results Public Meeting Summary Info from original adoption Staff analysis & alternatives Staff final summary	Staff provide Council detail two weeks prior to Council meeting including: Survey results Info from original adoption Staff analysis & alternatives Staff final summary & recommendation & alternatives
2 weeks	Council Public Hearing	
1 week	Council Discussion(s)	Council Discussion(s)☒
2 weeks	Council Action	Council Action