

AGENDA

REGULAR CITY COUNCIL MEETING

March 14, 2016

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
6. AUDIENCE PARTICIPATION

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

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

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

- A. Approval of February 22, 2016 Regular City Council Meeting Minutes
- B. Concur with Mayor's Appointment to Various Committees and Commissions
- C. Approval to Surplus two Police Vehicles

CITY OF THE DALLES

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

11. PUBLIC HEARINGS

- A. LUDO Amendment on Recreational Vehicle Parks

12. ACTION ITEMS

- A. Approval of General Ordinance No. 16-1342 Establishing Provisions for the Regulation of Transient Merchants and Repealing General Ordinance No. 97-1216
- B. Approval of Special Ordinance No. 16-571 Approving the Charter Franchise Agreement
- C. Approval of Resolution No. 16-008 Adopting a Supplemental Budget for the Fiscal Year 2015/2016, Making Appropriations and Authorizing Expenditures from and within Various Funds of the City of The Dalles Adopted Budget, AND

Approval of Resolution No. 16-009 Authorizing Transfers of Funds Between Categories of Various Funds of the City of The Dalles Adopted Budget, Making Appropriations and Authorizing Expenditures for the Fiscal Year Ending June 30, 2016

13. DISCUSSION ITEMS

- A. Request from The Dalles Disposal Additional Rate Increase
- B. Northern Wasco County Parks & Recreation District Funding Request

14. ADJOURNMENT

This meeting conducted in a handicap accessible room.

Prepared by/
Izetta Grossman
City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Item #10 A-C

MEETING DATE: March 14, 2016

TO: Honorable Mayor and City Council

FROM: Izetta Grossman, City Clerk

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

- A. **ITEM:** Approval of February 22, 2016 Regular City Council Meeting Minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the February 22, 2016 Regular City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: That City Council review and approve the minutes of the February 22, 2016 Regular City Council meeting.

- B. **ITEM:** Resolution No. 16-010 Concurring with Mayor's Appointments to Various Committees and Commissions

BUDGET IMPLICATIONS: None.

SYNOPSIS: Resolution No. 16-010 Concurring with the Mayor's appointments has been prepared and is submitted for review and approval.

RECOMMENDATION: That City Council review and approve Resolution No. 16-010 Concurring with the Mayor's Appointments to Various Committees and Commissions.

- C. **ITEM:** Authorize Police Chief to Surplus two Police Cars.

BUDGET IMPLICATIONS: If there is any funds generated from disposal of the cars that will go to the general fund.

SYNOPSIS: The police department would like to surplus the two listed vehicles. Both of them are scheduled to be replaced. They are becoming more expensive to maintain and are having more and more down time. These vehicles will be disposed of per ordinance. They will be used for trade of services or transferred to public works.

2012 Dodge Charger—VIN 2C3CDXAG9CH182713 Approx 95,000 miles

2013 Dodge Charger—VIN 2C3CDXAG9DH648383 Approx 76,000 miles

RECOMMENDATION: City Council authorizes the Police Chief to surplus of the 2012 Dodge Charger and the 2013 Dodge Charger.

MINUTES

REGULAR CITY COUNCIL MEETING

February 22, 2016

5:30 p.m.

CITY HALL COUNCIL CHAMBER

313 COURT STREET

THE DALLES, OREGON

PRESIDING: Mayor Stephen Lawrence

COUNCIL PRESENT: Russ Brown, Tim McGlothlin, Taner Elliott, Linda Miller, Dan Spatz

COUNCIL ABSENT: None

STAFF PRESENT: City Manager Julie Krueger, City Attorney Gene Parker, City Clerk Izetta Grossman, Planning Director Richard Gassman, Public Works Director Dave Anderson, Chief Jay Waterbury, Project Coordinator Daniel Hunter, City Engineer Dale McCabe, Senior Planner Dawn Hert, Business Development Director Gary Rains

CALL TO ORDER

The meeting was called to order by Mayor Lawrence at 5:30 p.m.

ROLL CALL

Roll call was conducted by City Clerk Grossman, all Councilors present.

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Mayor Lawrence asked that a presentation on the Historic Highway be added as Item 5B; add adoption of Resolution No. 16-007 Concurring with the Mayor's Appointment of Mike Richardson to the QualityLife Budget Committee as Item 10D the Consent Agenda; and to move Item 13B to directly after the Consent Agenda. It was moved by Elliott and seconded by Miller to approve the agenda as amended. The motion carried unanimously.

PRESENTATIONS/PROCLAMATIONS

Historic Landmarks Annual Report

Senior Planner Dawn Hert reviewed the annual report. There were no questions.

Historic Highway Presentation

Judy Davis and Francine Royce updated the Council on the status of construction (handout attached) and the 100th Anniversary Celebration in conjunction with local events; Cherry Festival, car show, exhibits, bike race.

Mayor Lawrence asked how close Oregon Department of Transportation (ODOT) was to getting the needed funding. Ms. Davis said there was a person at ODOT that did a great job looking for funding.

AUDIENCE PARTICIPATION

Joel Madsen of Mid Columbia Housing Authority thanked the Council for their participation in the Housing Needs Assessment. He said affordable housing is an issue in the region.

CITY MANAGER REPORT

City Manager Krueger reported on a full closure of the roundabout Tuesday night, and traffic control over the next few days as Crestline repairs the median that had been damaged during the transformer move.

Krueger said that the Goal Setting Meeting had been set for March 21 at Noon.

Krueger reported the downtown tree replacement project would start Tuesday and progress through the week. She said there had not been a plan in place when the street scape was completed, and now there was a plan for the future.

Krueger said Northern Wasco Parks and Recreation had requested a \$20,000 grant for "Movies

in the Park” program equipment. She asked if the Council wanted to have Phil Lewis come to a future meeting to present the request. It was the consensus of the Council to have Mr. Lewis do a presentation at the March 14 meeting.

CITY ATTORNEY REPORT

City Attorney Parker gave an update on A & P Recycling on Webber Street. He said they are in violation of their permit; they have been notified and were not responding. He hoped to be able to work with them, if not, their permit will need to be revoked.

He said he would be attending a General Law Seminar on Friday.

CITY COUNCIL REPORTS

Councilor Brown reported attending the Traffic Safety Meeting, and invited people with questions to talk with him after the meeting.

Councilor Spatz reported that the Sister City Committee was meeting on Thursday; there were two trainings set up for the high school delegation, and the delegation would be going to Japan July 12-19. He thanked the City for purchasing a banner for Sister City events.

Councilor McGlothlin reported on attending the Airport Board meeting, saying one of the Klickitat County representatives had resigned. He said the flex space project at the Airport was moving forward. McGlothlin reported that the Gorge Aviation at the Airport was now a certified private pilot school, and the old Runway 220 (which is closed) was being used for many activities.

Councilor Elliott reported attending the QLife Board meeting to discuss future administration options for QLife.

Councilor Miller reported she had attended the Thompson Street public forum for the residents, Urban Renewal Advisory committee meeting, the Public Works pizza party and a concert at Calvary Baptist Church with a Russian pianist.

Mayor Lawrence reported that he was replacing Councilor Brown on the Mid Columbia Council of Governments board, and that there would be a planning session on Tuesday. He also attended the Public Works pizza party and said it was a thank you to the Public Works crew for their work on safety that resulted in the City’s SAIF rating going down, resulting in a \$54,000 drop of premium.

CONSENT AGENDA

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

Items approved by Consent Agenda were: 1) Approval of February 1, 2016 Special City Council Meeting Minutes; 2) Approval of February 8, 2016 Regular City Council Meeting Minutes; 3) Authorization for the Mayor and City Attorney to Sign a Revised Intergovernmental Agreement with Klickitat County for the EDA Grant; and 4) Adoption of Resolution No. 16-007 Concurring with the Mayor's Appointment of Mike Richardson to the QualityLife Budget Committee.

DISCUSSION ITEMS

Discussion of Charter Franchise Agreement

City Attorney Parker reviewed the staff report, and introduced Stephen Gerber and Marion Jackson from Charter Communications.

Elliott asked for the reasoning behind the change in term. Ms. Jackson said there was more flexibility in a 10 year agreement with a 5 year extension.

Mayor Lawrence said he appreciated having a local office he could walk into for customer service. Ms. Jackson said that at this time they had no intent to close the local office, and were hiring a part time person.

McGlothlin said schools having access was important. Ms. Jackson said that the cost of equipment for public access was expensive. McGlothlin said he didn't want to close that door.

Elliott asked about the leased fiber to the Library. Parker said they were working on keeping those costs down. Ms. Jackson said they were close to having a quote ready. Elliott said he would like to see the service at no cost to the Library.

CONTRACT REVIEW BOARD ACTIONS

Resolution No. 16-005 Amending the City's Local Contract Review Board Rules

City Attorney Parker reviewed the staff report, saying it was a housekeeping measure. He said Chief Waterbury felt it might help with cost control if specifically allowed to trade old police cars for installation of equipment into the new cars. Parker said there would have to be assurance of value for such a trade.

It was moved by Brown and seconded by Spatz to approve Resolution No. 16-005 Amending the City's Local Contract Review Board rules. The motion carried unanimously.

ACTION ITEMS

Determination of Alternatives for Additional Regulations Concerning Marijuana

City Attorney Parker reviewed the staff report.

Spatz said he felt it was a significant issue and should be referred to the voters.
Miller said the poll done by The Dalles Chronicle results were 282 for and 150 against allowing retail sales.

Brown said prohibiting the sale inside the City wouldn't stop the use of marijuana, it's legal.

Miller said there is a concern for the youth in the community. She said education program in the lower grades would be a good start.

Elliott agreed with Spatz to refer to voters.

McGlothlin said this had been a tough decision, as he had concerns for protecting the youth. He said prohibiting the sales takes away the chances of regulating. He said he would be inclined to defer to the State regulations.

Elliott said the timeline for when taxes would even be available for education would be 2017 or 2018.

Brown said he was more concerned about the smell from growing. He said the money should be spent on police and education.

Mayor Lawrence said if referred to voters it would be everything but medical marijuana, and would be unable to tax anything.

Spatz said it was still illegal at the Federal level and that could affect Federal funding.

Mayor Lawrence said there was talk that it could be legal within three years at the federal level. He said it's here; we need to regulate and have the means for education and enforcement.

In response to a question City Manager Krueger said the issue would be on the November ballot, and that Wasco County would cover the cost.

It was moved by Spatz and seconded by Elliott to refer all six items to the voters on the November ballot. The motion failed: Miller, McGlothlin, Brown against; Spatz and Elliott in favor.

It was moved by Spatz and seconded by McGlothlin to direct staff to put the local tax measure on the November ballot and work with the Planning Commission to develop time, place and manner regulations for the Land Use Development Ordinances for all six items. The motion carried; Miller voting no.

Community Grant Application Recommendations

City Manager Krueger reviewed the staff report, saying that contracts that were in this line item in the past were being moved to department line items in the upcoming budget.

Brown asked about the Rotary request for Cruise the Gorge saying that event brought a lot of people to town and if it needed additional support he would like to see that happen.

Spatz said he would like to have more discussion on the requests.

Krueger asked if Council would like to put this item on a future agenda for further discussion.

McGlothlin said that all events should fall under the Chamber grants process.

It was moved by Brown and seconded by Spatz to approve the grants as presented. The motion carried unanimously.

Approval of Resolution No. 16-006 Amending the Amount For Sanitary Sewer Fees Established in Resolution No. 13-003 For the City of The Dalles

Public Works Director Anderson reviewed the staff report.

It was moved by Brown and seconded by Miller to approve Resolution No. 16-006 Amending the Amount for Sanitary Sewer Fees Established in Resolution No. 13-003 for the City of The Dalles. The motion carried unanimously.

DISCUSSION ITEMS, continued

Discussion Regarding Request by Jeff and Jill Kienlen for Refund of Funds Paid for Public Improvements for Portion of East 19th Street

City Attorney Parker reviewed the staff report.

Brown said to wait for the Transportation System Plan results.

Mayor Lawrence ask Mr. Kienlen if he wanted to address the Council.

Mr. Kienlen said the main question is if the City decides to put in a street would existing single family home owners be responsible for only the sidewalk.

Brown felt it was a legal question.

Elliott said this wasn't a minor partition or infill, it was part of an existing subdivision.

Kienlen said there was a document missing from the packet signed by the former city manager signing off on the improvements as complete and the previous agreement was null and void.

Elliott said the City had an obligation to put in those improvements.

Mr. Ruddy of 1901 Golden Way said the vacant lots in the subdivision are only charged for sidewalks when developed.

It was the consensus of the Council to refer the issue back to the City Attorney for further review.

ADJOURNMENT

Being no further business, the meeting adjourned at 7:30 p.m.

Submitted by/
Izetta Grossman
City Clerk

SIGNED:

Stephen E. Lawrence, Mayor

ATTEST:

Izetta Grossman, City Clerk

RESOLUTION NO. 16-010

**A RESOLUTION CONCURRING WITH THE
MAYOR'S APPOINTMENTS ON VARIOUS COMMITTEES AND COMMISSIONS**

WHEREAS, there is are expired or vacant terms on various committees and commissions;
and

WHEREAS, the Mayor has elected to reappoint Bob McNary and appoint Doug Leash to the Historic Landmarks Commission; reappoint Chris Zukin and Bruce Lavier to the Planning Commission; reappoint Fred Davis to the Traffic Safety Committee; and reappoint Jennifer Dewey to the Urban Renewal Advisory Committee;

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

Section 1. The City Council concurs with the appointments of:

Bob McNary to the Historic Landmarks Commission, term to expire May 31, 2019; Doug Leash to fill a vacant position on the Historic Landmarks Commission, term to expire May 31, 2017; Chris Zukin to the Planning Commission, term to expire April 30, 2020; Bruce Lavier to the Planning Commission, term to expire April 30, 2020; Fred Davis to the Traffic Safety Committee, term to expire April 30, 2019; and Jennifer Dewey to the Urban Renewal Advisory Committee, term to expire December 31, 2018.

Section 2. This Resolution shall be effective March 14, 2016.

PASSED AND ADOPTED THIS 14th DAY OF March, 2016.

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

AND APPROVED BY THE MAYOR THIS 14th DAY OF March, 2016

SIGNED: _____

ATTEST: _____

Stephen E. Lawrence, Mayor

Izetta Grossman, City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Public Hearings #11-A

MEETING DATE: March 14, 2016

TO: Honorable Mayor and City Council

FROM: Richard Gassman, Planning Director

ISSUE: Amendments to the Land Use and Development Ordinance (RV Parks)

RELATED COUNCIL GOAL: C 11. Work with community partners to develop an RV Park in the community.

BACKGROUND: The City of The Dalles does not have an RV Park. Our current zoning regulations allow RV Parks outright only in our General Commercial and Recreational Commercial districts. They are also allowed with a conditional use permit in the Commercial/Light Industrial District.

In an effort to accommodate requests by owners of residential property interested in constructing RV Parks, staff presented to the Planning Commission a series of amendments to the RV Chapter in the Land Use and Development Ordinance (LUDO). The proposed amendments as recommended by the Planning Commission are attached to this staff report. The key change would be to allow RV Parks in medium and high density residential districts with a conditional use permit.

DISCUSSION: Allowing RV Parks only in certain commercial districts is limiting due to the very tight supply of available property in those districts and the relatively high cost of the land. By allowing RV Parks in medium and high density residential districts, we greatly increase the possibility of an RV Park being developed. If the Council approves this basic change, then there is an issue of the length of stay to be allowed for each RV unit. To provide spots for visitors, a short stay would increase turnover and provide openings. For contractors and others working on projects in town, a longer stay is desirable. The City is not the only jurisdiction that regulates RV Parks. The State of Oregon also regulates them. Many of the proposed changes eliminate those LUDO provisions that are similar to existing State provisions.

BUDGET IMPLICATIONS: None

COUNCIL ALTERNATIVES:

1. *Staff recommendation:* **Approve the LUDO amendments as recommended by the Planning Commission, with any changes approved by the Council, and direct staff to prepare an Ordinance for a later Council meeting.**
2. Deny the proposed LUDO amendments.
3. Refer the amendments back to staff with guidance on requested changes and bring the agenda item back at a later meeting.

The following is proposed language for amendments to the City's Land Use and Development Ordinance on RV Parks. Language in **bold** is new language, words with an ~~overstrike~~ are proposed to be deleted or changed, words in *italics* are current code language.

Chapter 12

RECREATIONAL VEHICLE PARKS

12.010 Purpose

The provisions in this Chapter are intended to ensure a safe and healthful living environment in Recreational Vehicle Parks (RVP), to protect the general public health, safety and welfare, and to describe the requirements for ~~Recreational Vehicle Park~~ RVP development.

12.020 Zoning

RVP are allowed outright in the CG, CR, and CLI zones. RVP are allowed conditionally in the I, NC, RH, and RM zones.

12.0230 Development Standards

- A. *Laws and Regulations.* All the requirements of federal, state, and local laws and regulations shall be met. **Refer to Oregon Revised Statutes Section 455.680 and Oregon Administrative Rules chapter 918, division 650 for State requirements.**
- B. *Hazards to Property and Occupants.* The condition of soil, groundwater level, drainage, and topography shall not create hazards to the property or the health and safety of occupants. Park sites shall not be located in areas exposed to objectionable smoke, noise, odors, or other adverse influences. No portion of any park subject to unpredictable or sudden flooding, subsidence, or erosion shall be used for any purposes which would expose persons or property to hazards.
- C. Area Requirements.
 - ~~1. Park Size. RV Parks shall be a minimum of one acre and a maximum of 15 acres in size.~~
 - ~~2. Space Area. The minimum size for each space shall be 700 square feet and shall not include any common areas, roadways, general use structures, walkways, parking areas for vehicles other than RVs, or landscape areas.~~

D. Setbacks. **Setbacks shall be the same as the setbacks required by the zone district.**

1. ~~There shall be an average 10 foot setback between the park and any public streets, but in no case shall the setback be less than 5 feet.~~
2. ~~Side and rear setbacks shall be the same as, or greater, than the setbacks required by the zone district of abutting properties, but in no case shall the setback be less than 5 feet.~~

E. Street Widths. ~~Park streets shall have a minimum 10 foot wide paved surface for one way travel, and a minimum 20 foot wide paved surface for two way travel. Where on street parking will be allowed, add 8 feet of pavement width for each side of street where parking is proposed. Streets shall be paved with asphalt, concrete, or similar impervious surface and designed to permit easy access to each RV space.~~

F. Access in Residential Zones

1. **Access to an RV Park shall be from an arterial or collector street, or shall be from a street with sufficient width and ease of access to allow any RV to enter and exit without causing undue traffic problems. If the access is not from an arterial or collector street, each access shall be evaluated on a case by case basis to determine if access is adequate for the type of RV which is anticipated to enter into and exit from the RV Park. The evaluation will include on street parking allowances and the condition of the street.**
2. **In order to facilitate ease of entry and exit, the Commission may authorize a wider driveway entrance than is otherwise provided for in this Ordinance.**
3. *Park access connections to public streets shall meet the requirements of Section 6.050: Access Management.*
4. **For RV Parks of 10 or more spaces, at least 2 vehicular exits shall be provided in every park. Each exit shall be no closer than 75 feet (edge to edge) from any other exit.**

G. Screening. *Except for the access roadway into the park, the park shall be screened **with vegetation** on all sides abutting rights-of-way or neighboring properties per the provisions of Section 11.060: Park Perimeter Screening.*

H. Certificate of Sanitation. ~~Evidence shall be provided prior to development approval that the park will be eligible for a certificate of sanitation as required by Oregon State law.~~

I. Surfacing. *All spaces for RVs shall be covered with crushed gravel or paved with asphalt, concrete or similar material and be designed to*

provide for the control of runoff or surface water. The part of the space which is not occupied by the RV, not intended as an accessway to the RV or part of an outdoor patio, need not be paved or covered with gravel provided the area is landscaped or otherwise treated to prevent dust or mud.

- J. ~~Water, Sewer, and Electrical Service.~~ All RV parks shall be provided with adequate stations throughout the park providing for piped potable water filling and sewage disposal.
- K. ~~Trash Receptacles.~~ Trash receptacles for the disposal of solid waste material shall be provided in convenient locations throughout the park for the use for guests. The number and capacity of trash receptacles shall be sufficient to insure there is no uncovered accumulation of trash at any time in the park.
- L. ~~Non-Recreational Vehicle Parking Requirement.~~ *In addition to the number of parking spaces required for park administration, there shall be a minimum of .15 and a maximum of 1 parking spaces per RV space. Parking areas shall meet all of the requirements of Section 7.030: General Design Standards for surface Parking Lots.*
- M. ~~Toilets, Lavatories, and Showers.~~ The park shall provide toilets, lavatories, and showers for each gender. For every 15 RV spaces, or fraction thereof) there shall be 1 toilet, 1 urinal, 1 lavatory, and 1 shower for men, and 2 toilets, 1 lavatory, and 1 shower for women. The toilets and the showers shall afford privacy and the showers shall be provided with private dressing areas. Facilities for each gender shall be separated by a soundproof wall.
- N. ~~Utility Area.~~ The park shall provide at least 1 utility building or room containing 1 clothes washing machine and 1 clothes drying machine for every 15 RV spaces.
- O. ~~Standards for Buildings.~~ The building spaces required by Subsections (M) and (N) above shall be lighted at all times of day and night, shall be ventilated, shall be provided with heating and cooling facilities, shall have floors of waterproof material, shall have sanitary ceiling, floor and wall surfaces, and shall be provided with floor drains adequate to permit easy cleaning.

12.0340 Landscaping

All areas not occupied by buildings, streets, and RV spaces shall be landscaped per the provisions of Section 6.010: Landscaping. A landscape plan is required prior to the City

signing a building permit application. The landscaping plan will include internal shade trees.

12.0450 Park Maintenance and Storage

Each RV Park shall at all times keep a neat appearance. Except for the allowed vehicles, there shall be no outside storage of materials or equipment belonging to the park or to any of the guests.

12.0560 Length of Stay

~~No recreational vehicle shall remain in the park for more than 30 days in any 60 day period. Exceptions shall include one space of unlimited duration for a park manager, and up to one third of the spaces for stays up to 6 months. Spaces for extended stays shall be marked as such.~~ **The operational plan for the RV Park required in LUDO Section 12.080 shall include provisions for both short term stay (up to 30 days) and long term stay (up to one year). Spaces shall be identified for each kind of stay. Stays longer than one year may be approved by the Planning Commission. Except for a park manager, no space may be used for permanent residency.**

12.0670 Review Process

Recreational Vehicle Parks shall be reviewed as conditional uses per the provisions Section 3.050: Conditional Use Permits.

12.080 Review Criteria

RVP Development proposals shall include two parts. First, a site plan showing all aspects of the park layout including access, roadways, number of spaces, space design, buildings, and other required features. A second site plan may be required by the Planning Commission showing features required in the conditional use permit process. Second, a written operational plan in narrative form explaining such operational aspects as park hours, landscaping and irrigation, lighting, utility connections, roadways, access to public streets, emergency contact phone numbers, and other requirements as set by the Planning Commission.



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #12-A

MEETING DATE: March 14, 2016

TO: Honorable Mayor and City Council

FROM: Daniel Hunter, Project Coordinator

ISSUE: Repeal General Ordinance No. 97-1216 and Adopt General Ordinance No. 16-1342 "Transient Merchant Ordinance"

BACKGROUND: The City has received input from merchants through one of our Council Members regarding the effect of Transient Merchants on permanent merchant operations. Staff reviewed the current Transient Merchant Ordinance in an attempt to address the concern. In that process staff determined the current ordinance had no provision for relief in addressing the concern.

The conditions of concern are, a Transient Merchant operating next to a permanent merchant providing the same product. The Transient Merchant's customers would use the permanent merchant's parking area, and restrooms.

In staff's review of Ordinance 97-1216 it was not only determined that the ordinance was silent on this matter, it was also determined that the ordinance should be re-written. We are proving Council with a new Ordinance that we believe fairly addresses the issue of immediate concern and updates the Transient Merchant Ordinance to more accurately address current conditions.

At the Council meeting February 8, 2016 Council instructed staff to make clarifying edits to the Ordinance and remove some language.

On the Ordinance, Section 7 subsection (B) was amended to read: *In the event a Transient Merchant is required to relocate due to a permanent merchant locating within the restrictions of this section, the transient merchant will not be charged a new application fee.*

Section 10 subsection (B) was amended by adding: *prior to the application date*. This is under the grounds for denial. It clarifies that a conviction of unlawful trade practices within 5 years prior to an application is grounds for denial.

Section 12 deals with grounds for revocation after a license is issued, the words once issued have been underlined to provide emphasis. The subsection that provided for revocation on violation of any City Ordinance was removed. Subsection E was added to provide consistency with Section 10 subsection (B). And subsection (F) was amended to be consistent with Section 7.

COUNCIL ALTERNATIVES:

1. *Staff recommendation: Move to adopt General Ordinance 16-1342 by title only.*
2. Move to direct Staff to further amend proposed General Ordinance.
3. Decline to make changes, and keep current ordinance.

GENERAL ORDINANCE NO. 16-1342

**AN ORDINANCE ESTABLISHING PROVISIONS FOR THE
REGULATION OF TRANSIENT MERCHANTS AND REPEALING
GENERAL ORDINANCE NO. 97-1216**

WHEREAS, the City of The Dalles desires to encourage and promote local economic activity, including businesses which operate on a traditional business model on a long term basis, and transient merchants; and

WHEREAS, transient merchants may not be subject to certain requirements and regulations which are imposed upon traditional businesses, which may have an unintended effect of providing the transient merchants with a competitive economic advantage; and

WHEREAS, the City Council has determined it is in the best interest of all merchants and citizens of The Dalles to make requirements for all merchants as equitable as possible;

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

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

- (A) "Transient merchant" as used in this ordinance means and includes every person who occupies a fixed location and who is engaged in, or participating in a temporary or transient business of selling or exhibiting for sale, or purchasing, goods, wares, or merchandise of any name or nature in the City. The term "transient merchant" shall not be construed to apply to an operator of a concession or business exhibiting for sale, goods, wares, or merchandise of any name or nature as part of, or in connection with any athletic event, rodeo, carnival, festival, fair, or public exhibition or event held within or without the City.
 - 1. A "transient merchant" shall include any person who offers food, beverages, produce, merchandise, a service, or other thing of value for sale on a temporary or seasonal basis.
- (B) "Temporary or transient" as used in this ordinance generally means a business not conducted from and within a permanently constructed, fully enclosed structure; however, the term also includes a business conducted from and within a hotel or motel room, or within any space leased or rented on a short-term basis.
- (C) "Similar business" as used in this ordinance means, selling the same or similar merchandise, providing the same or similar service, or offering similar food, beverage, or produce. Similar food or beverage is defined as food or beverage of the same cuisine or type (e.g., Italian or

Barbecue) served by a permanent merchant offering food or beverage for sale.

Section 2. License Required. No person or other entity shall engage in, conduct or participate in the business of a transient merchant in the City without first obtaining a license as provided in this ordinance.

Section 3. Transient Merchants Operating on City-Owned or Leased Property. The following provisions shall apply to any transient merchant operating on City-owned or leased real property:

- (A) No person shall engage in the business as a transient merchant on City-owned or leased property, including, but not limited to, the Lewis and Clark Festival Area, without first obtaining a license as required by this ordinance. Any person seeking to operate a transient merchant business on City-owned or leased real property shall submit an application and pay the application fee as set forth in Section 4 of this ordinance.
- (B) Applicants for a transient merchant license will also be required to complete all necessary applications to reserve a space in the Lewis and Clark Festival area, and to comply with all rules and regulations adopted by the City governing activities in the Lewis and Clark Festival Area.
- (C) All waste must be disposed of in compliance with all city, county, and state standards, and may not be poured into storm sewers or onto the ground.
- (D) Any structures, carts, vending units, tables or other appurtenances used by the transient merchant may not be located or relocated on public property until commencement of the license term, and shall be removed from the property promptly upon expiration of the license term.
- (E) The activities of the transient merchant shall not impair or impede the proper flow of pedestrian or vehicular traffic on public or private property.
- (F) Transient merchants issued a license by the City shall indemnify and hold the City and its officers, agents, and employees harmless from and against all claims for injury, loss or damage arising out of or in any way related to the operation of the transient merchant's business. This agreement to indemnify or defend shall survive the termination or revocation of the transient merchant's license.
- (G) Applicants for a transient merchant license on City-owned or leased property shall be subject to, and comply with, all other applicable provisions of this ordinance.
- (H) For an event at the Lewis and Clark Festival Area, which will include several vendors, the event coordinator may apply for one transient

merchant license which may serve as an "umbrella license" for all of the vendors for that event during the term of the license.

Section 4. License Fee, Application, Issuance. The license fee for a transient merchant, as set forth in the City Fee Schedule, shall be paid in advance of licensing. Application for such licensing shall be made to the Finance Department in writing and shall contain the name and address of the person or entity to whom the license has been issued, the nature of the business to be conducted, the day or days for which the license is to be granted, the location upon which the business will be conducted, the name and address of the property owner and documentation of the property owner's consent to use the property as described in the application, and a description of the business operation adequate to inform City officials of its appearance and manner of operation. The Finance Director or authorized designee shall review the application, and upon verification that the license fee has been paid and all other requirements have been met, the license shall be issued. The transient merchant shall receive a copy of the license and shall display it conspicuously at its place of business.

Section 5. State and County License Required. No license shall be issued to a transient merchant unless the applicant submits with its application documentation that it has obtained all health and sanitary licenses from the State and County where applicable.

Section 6. Signs. Any sign erected or maintained by a transient merchant shall comply with regulations for signs adopted by the City.

Section 7. Location. No transient merchant may locate their operation within 150 feet of property where a permanent merchant is conducting similar business. The 150 foot limit is measured from the nearest property line or lot corner of the permanent merchant, to the physical place of operations of the transient merchant.

- (A) There must be adequate available parking for the transient merchant customers, either on the property upon which the transient merchant conducts business, or on the street, or other public parking. No transient merchant will locate in an area where parking by the transient merchant's customers upon other private property is likely to occur, unless that other parcel of private property is also leased or owned by the same transient merchant.
- (B) In the event a Transient Merchant is required to relocate due to a permanent merchant locating within the restrictions of this section, the transient merchant will not be charged a new application fee.
- (C) Farmers selling their own produce at a farmer's market are exempt from this section.

Section 8. Agent for Service. The applicant shall appoint a local person, acceptable to the City Attorney, as an agent for accepting service of process, notice or demand required or permitted by law to be served upon the applicant. The applicant shall submit with its application the agent's acknowledged consent to accept such service for the applicant.

Section 9. Conditions. In addition to the requirements herein, conditions of operation which are necessary to protect the public health, safety and general welfare may be imposed on a license.

Section 10. Grounds for Denial. In addition to the requirements listed above, a license shall not be issued if:

- (A) Any false or misleading information is supplied in the application or any information requested is omitted from the application.
- (B) The applicant has been convicted of a crime involving unlawful trade practices as defined by ORS 646.608, theft, fraud or moral turpitude within the last five (5) years prior to the application date.
- (C) The applicant has been the subject of an unlawful trade practices suit or investigation under ORS Chapter 646 which resulted in civil penalties assessed against the applicant.
- (D) The applicant's proposed actual business operation presents a danger to the public health, safety and general welfare which cannot be alleviated through the imposition of a condition of operation.
- (E) The applicant is unable to provide proof of compliance with all applicable State and County licensing requirements.
- (F) The applicant has failed to comply with any other applicable provision of this ordinance relating to the proposed conduct of the business.

Section 11. Transferability. No license issued pursuant to this ordinance shall be transferable.

Section 12. Revocation. A license, once issued, may be revoked upon the following grounds:

- (A) Violation of any of the requirements of this ordinance.
- (B) The actual operation of the transient business in a manner presenting a danger to the public health, safety and general welfare, or creating a public nuisance.
- (C) Fraud, misrepresentation or incorrect statement contained in the application for the license.
- (D) Fraud or misrepresentation in the course of conduct of the licensed business.
- (E) Conviction of any crime involving theft, fraud or moral turpitude within the five year period preceding the date of the license application.
- (F) Establishment of a permanent merchant or business offering a similar business to the transient merchant's business, within the 150 foot restricted area described in Section 7.

Notice of revocation shall be delivered to the licensee or its agent setting forth in writing the grounds thereof by the City Attorney. Notice shall be delivered either personally or by certified mail, return receipt requested, to the current address shown on the City's records. Upon receipt of such

notice, the licensee's business operation shall be terminated and removed within two (2) hours. Upon revocation, the City shall refund any unused license fees.

Section 13. Violations. Violation of any of the provisions of this ordinance is an infraction, punishable by a fine not to exceed the sum of \$250.00 for each violation thereof. The sale of each article by any transient merchant without a license shall be deemed a separate offense under this ordinance and a separate violation of this section.

Section 14. Appeal. Any transient merchant aggrieved by the denial or revocation of a license or any action taken by the City under this ordinance shall have the right to appeal to the City Council. Such appeal shall be taken by filing with the City Clerk within three (3) days of the action or conduct complained of, a written statement setting forth the grounds for appeal. The City Council shall set a time and place for hearing within thirty (30) days of receipt of such statement, and written notice shall be delivered to the appellant and all affected parties in the manner provided herein for delivery of notices of revocation. The decision of the City Council after such hearing shall be in writing, shall set forth findings of facts and shall be final. A certified copy of the decision of the Council shall be delivered to the appellant and all affected parties in the manner indicated above.

Section 15. Action on Termination of License. Upon the termination of its license, the transient merchant shall remove its business operation, including all signs and vehicles from the license location, within two (2) hours and shall leave the location in a clean and orderly manner.

Section 16. Exemptions.

- (A) Any non-profit organization, community organization, service club, or charitable organization or seller of Oregon-grown produce grown by that seller, whose activities are within the definition of "transient merchant", shall be exempt from the licensing requirements herein and entitled to license without a fee on the condition that it submit to the Finance Director in writing:
1. The name and addresses of the officers and/or directors of the organization.
 2. The name and address of the person actually in charge of the operation.
 3. A description of the operation adequate to inform the Finance Director and other City officials of its appearance and manner of operation.
- (B) Notwithstanding the exemption described above, any conditions of operation which are necessarily to protect the public health, safety, and general welfare may be imposed on a license granted under subsection (A).
- (C) Notwithstanding the exemption described above, the license of an exempt organization or individual may be denied or revoked upon the grounds set forth in section 12.

Section 17. Repeal. General Ordinance No. 97-1216, as amended by General Ordinance No. 12-1236, is hereby repealed.

PASSED AND ADOPTED THIS 14th DAY OF March, 2016

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

AND APPROVED BY THE MAYOR THIS 14th DAY OF MARCH, 2016

Stephen E. Lawrence Mayor

Attest:

Izetta Grossman, City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #12-B

MEETING DATE: March 14, 2016

TO: Honorable Mayor and City Council

FROM: Gene E. Parker, City Attorney

ISSUE: Special Ordinance No. 16-571, approving a franchise agreement with Falcon Community Ventures I, L.P., locally known as Charter Communications, for the maintenance and operation of a cable television system, and declaring an emergency

BACKGROUND: On February 22, 2016, the City Council reviewed a proposed franchise agreement which had been negotiated between City staff members and representatives from Charter Communications. The Council members indicated they desired to include provisions in the proposed franchise agreement which would provide for the opportunity for the City to have a public access channel (PEG) in the future, should the City decide it has the financial resources to operate such a channel. The franchise agreement was revised to include a new Section 13 concerning a Public Education and Access channel.

There was an additional issue which had been brought to my attention by Councilor Brown, which I did not address during the discussion of the proposed franchise agreement on February 22. This issue concerned information provided by Charter concerning the amount of the quarterly franchise fees which Charter will pay under the franchise agreement. It has been the policy of Charter to provide an estimate of the franchise fee which is paid upon a quarterly basis, and Charter has agreed to continue this policy. Section 10.2 of the franchise agreement has been revised to provide that on an annual basis, Charter will provide a certified statement of their annual revenues which is a true and accurate statement of their gross revenues. Any necessary revision of the previous estimates of the franchise fees which were paid will be made in the annual certified statement of gross revenues.

As of the date of preparation of this staff report, the City has not received the information from Charter concerning the proposal to allow the City to lease the fiber optics which

serve the City's I-Net system. As soon as this information has been received from Charter, I will provide that information to the Council.

Notice of adoption of Special Ordinance No. 16-571 has been posted in accordance with the City Charter, and the ordinance can be adopted by title only.

BUDGET IMPLICATIONS: The amount of revenue which the City can collect from Charter for the franchise fee is limited to five percent of Charter's annual gross revenue. As noted earlier in this staff report, Charter is in the process of considering a proposal to allow the City to lease the fiber owned by Charter which the City uses for its I-Net.

COUNCIL ALTERNATIVES:

1. *Staff recommendation:* **Move to adopt Special Ordinance No. 16-571 by title only.**
2. Identify any provisions in the franchise agreement which should be revised, and direct staff to prepare a revised franchise agreement for adoption at the March 28, 2016 Council meeting.

SPECIAL ORDINANCE NO. 16-571

AN ORDINANCE APPROVING A FRANCHISE AGREEMENT WITH FALCON COMMUNITY VENTURES I, L.P., LOCALLY KNOWN AS CHARTER COMMUNICATIONS FOR THE MAINTENANCE AND OPERATION OF A CABLE TELEVISION SYSTEM IN THE CITY OF THE DALLES, AND DECLARING AN EMERGENCY

WHEREAS, Falcon Community Ventures I, L.P., locally known as Charter Communications, has maintained and operated a cable television system in the City of The Dalles pursuant to the provisions of Special Ordinance No. 00-482; and

WHEREAS, current franchise agreement provided by Special Ordinance No. 00-482 is scheduled to expire upon March 31, 2016; and

WHEREAS, on February 22, 2016, the City Council discussed a proposed new franchise agreement which had been negotiated by City staff members and representatives from Charter Communications, and the Council requested that certain revisions be made to the proposed franchise agreement; and

WHEREAS, on March 14, 2016, the City Council was presented with a final revised version of the franchise agreement, which included the revisions requested by the Council, and the Council has determined that it is in the best interests and welfare of the citizens of The Dalles, that the revised franchise agreement be approved;

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

Section 1. Franchise Agreement Approved. The Franchise Agreement (attached as Exhibit A) between the City of The Dalles, and Falcon Community Ventures I, L.P., locally known as Charter Communications, is hereby approved, and the Mayor is authorized to execute the agreement on behalf of the City of The Dalles.

Section 2. Emergency Declared. Whereas, the current franchise agreement for Charter Communications is scheduled to expire on March 31, 2016, and it is in the best interest and welfare of the citizens of The Dalles to have a franchise agreement in effect prior to the expiration of the current franchise agreement, to allow for Charter Communications to continue providing cable television services without any interruption;

NOW, THEREFORE, an emergency is declared to exist, and this ordinance shall go into full force and effect upon its passage and approval.

PASSED AND ADOPTED THIS 14TH DAY OF MARCH, 2016.

Voting Yes, Councilors: _____

Voting No, Councilors: _____

Absent, Councilors: _____

Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 14TH DAY OF MARCH, 2016.

Stephen E. Lawrence, Mayor

Attest:

Izetta Grossman, City Clerk

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the CITY of THE DALLES, OREGON, hereinafter referred to as the “Grantor” and FALCON COMMUNITY VENTURES I, L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act
- B. “Board/Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct, operate, and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- F. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such

phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusions available under applicable State law.

- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Service Area" shall mean the geographic boundaries of the incorporated City of The Dalles, and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 6 hereto.
- I. "State" shall mean the State of OREGON.
- J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee

and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate

Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability \$1,000,000 per occurrence C.S.L.

Umbrella Liability \$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to make best efforts to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area

will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at

the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to or better than the condition of the Streets immediately prior to such damage or disturbance.

8.6 Additional Right-of-Way Regulation. The Grantor shall provide Grantee with six (6) months written notice in advance of any intent to reconstruct or overlay any streets located within Grantee's Service Area. Subject to applicable law, work by Grantee shall be performed in compliance with the generally applicable rules, regulations, ordinances (including the City's ordinance regulating public right-of-way), or orders, which may, during the continuance of this franchise, be adopted from time to time by the City of The Dalles.

8.7 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.8 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities, utilizing appropriate arboricultural methods to protect the health and integrity of desirable trees.

8.9 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.10 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.11 Reimbursement of Costs. If funds are available to any similar user of the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other users affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.12 Emergency Use. If the Grantee provides an Emergency Alert System (“EAS”), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee’s Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys’ fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are satisfied; however, notwithstanding anything to the contrary, Grantee may discontinue or refuse to provide Cable Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee’s employees or representatives.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law.

Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within thirty (30) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. Grantee will provide annually to the Grantor a statement showing a schedule of gross revenues certified true and correct by a financial representative of Grantee. The representative's certification shall show the basis for the computation in accordance with the definition of Gross Revenues contained in this Franchise. Grantor shall consider such schedule confidential in nature and the schedule will not be considered a public record.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records, Reports and Maps**

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee's local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 Upon written request of the Grantor, the Grantor and Grantee will meet to discuss the possibility of providing one (1) channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to subscribers. If all of the following conditions are satisfied, Grantee will provide one (1) downstream access Channel upon no less than 120 days' written notice from the Grantor following such meeting and receipt of the following:

- (1) Grantor has passed a resolution, after a public hearing, stating that there is demonstrated community need for PEG access programming;
- (2) Grantor has passed a resolution in which it agrees to fund all the operational expenses for such programming;
- (3) Grantor provides a letter to Grantee identifying those entities or persons who will be responsible for providing access programming and agreeing to indemnify Grantee for any negligence or willful misconduct of such entities or persons for such access programming.
- (4) A statistically-significant representative sample survey of Subscribers in the Service Area indicates that more than twenty-five percent (25%) of Subscribers are somewhat interested or very interested in viewing PEG access programming; provided, however, that any such survey shall be at Grantee's option and cost, and shall be conducted and concluded within ninety (90) days of the meeting with the Grantor described above.

13.2 If the PEG channel provided pursuant to this section is occupied by non-local, substantially duplicated or character-generated programming fifty (50%) percent of the time during "regular viewing hours" measured over any ten (10) consecutive week period, the Grantee shall have a right to a return of the PEG channel upon one hundred twenty (120) days' notice to Grantor of its intent to reclaim the PEG

channel. For purposes of this subsection, “regular viewing hours” shall be the hours between 1 p.m. and 11 p.m., Monday through Friday, and between noon and midnight on weekends. A program may be repeated up to two (2) times after its first run during regular viewing hours before it is deemed “duplicated.”

SECTION 14 **Enforcement or Revocation**

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with Section 15 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide

any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript or audio recording shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with

this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of The Dalles
Attn: City Manager
313 Court Street
The Dalles, OR
Email: jkrueger@ci.the-dalles.or.us

Grantee: Director, Government Affairs
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684
Marian.jackson@charter.com

Copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Section 15.6 above.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise ("Effective Date"). The initial term of this franchise shall expire ten (10) years from the Effective Date defined herein, unless extended in accordance with Section 2.2 of the Franchise or by the mutual agreement of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ___ day of _____, 2016.

The Dalles, Oregon

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 2016, subject to applicable federal, State and local law.

Falcon Community Ventures I, LP
By: Charter Communications VII, LLC, its General
Partner
By: Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____

Date: _____



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #12-C

MEETING DATE: MARCH 14, 2016

TO: Honorable Mayor and City Council

FROM: Kate Mast, Finance Director

ISSUE: Resolution No. 16-008 Adopting a Supplemental Budget for the Fiscal Year 2015/2016, Making Appropriations and Authorizing Expenditures from and within Various Funds of the City of The Dalles Adopted Budget;

AND

Resolution No. 16-009 Authorizing Transfers of Funds Between Categories of Various Funds of the City of The Dalles Adopted Budget, Making Appropriations and Authorizing Expenditures for the Fiscal Year Ending June 30, 2016.

RELATED COUNCIL GOAL: 5. Balanced Budget

BACKGROUND: Oregon Budget Law recognizes that after the beginning of the fiscal year, changes in appropriations in the budget sometimes become necessary and so allows for those changes via supplemental budgets and budget amendments. Supplemental budgets add funds to existing budgets, while budget amendments move already budgeted funds between categories of the same fund without adding to the fund's total budget.

A Public Hearing is required for any supplemental budget that changes a fund by more than 10%. The proposed supplemental budget does not exceed the 10% limit in any of the affected funds, so no Public Hearing is required. However, a notice of the Supplemental Budget is required to be published, and that notice is scheduled to be printed in The Dalles Chronicle on Sunday, March 6, 2015.

Several items have been combined into the budget changes in these two proposed resolutions.

DLCD Technical Assistance Grant for Housing Needs Study and a Residential Land Needs Study. The City Council, at their meeting on September 28, 2015, approved a request from staff to authorize a \$25,000 match for a Department of Land Conservation and Development (DLCD) grant application that must be submitted by September 30, 2015. This grant is for \$30,000, which includes a \$5,000 in-kind match, as well as the \$25,000 match approved by the City Council. A budget amendment was previously authorized by Resolution No. 15-041 to move \$25,000 out of the General Fund Contingency and into the City Manager/Economic Development Department Contractual Services line item for use as match for that grant. However, receipt of the grant funds were not provided for in the Special Grants Fund 018 at that time, and I now recommend that the \$25,000 also be moved to Fund 018 so that all of the expenditures for that grant can be accounted for in one place. The proposed Resolution No. 16-009 would move the \$25,000 out of the Economic Development Department and into the Interfund Transfers to the Special Grants Fund 018. The proposed Resolution No. 16-008 would then receive that \$25,000, along with the \$30,000 grant, and allocate that \$55,000 to the Housing/Land Needs Assessment Project.

Insurance Claim Payments and Dock Repairs. The Marine Dock sustained damage in November due to a car accident. Repairs are estimated to be \$56,223 and we could receive up to that amount in insurance payments. The proposed Resolution No. 16-008 would recognize the receipts of those insurance payments and allocate that amount to the General Services Department of the General Fund to have the repairs made to the Dock.

Library Director Moving Expenses. The Library Director was authorized to be reimbursed up to \$5,000 for moving expenses when he was hired. He was only recently able to move his household to The Dalles and incurred moving costs exceeding the \$5,000 limit. This item was not considered when the Library budget was adopted. The proposed Resolution No. 16-009 would move \$5,000 from the Library Fund Contingency line item to the Materials & Services category to cover reimbursement of \$5,000 of the moving expenses.

Transit Study. The Transit Study is a project that is eligible to be funded by Transportation System Development Charges (SDC) funds. The proposed Resolution No. 16-009 moves \$4,110 from the Capital Outlay category of the Transportation System Reserve Fund (013) into the Interfund Transfers category, so that amount can be sent to the Special Grants Fund to cover the costs of the Transit Study. The proposed Resolution No. 16-008 recognizes receipt of the \$4,110 transferred in from Fund 013, and allocates that amount to the Transportation System Plan (TSP) project.

SHPO Grant. An additional grant from SHPO has been awarded this year in the amount of \$7,000 to help fund a Historic Wood Window Restoration Workshop that was held in the historic IOOF building on October 9-11, 2015. The proposed Resolution No. 16-008 recognizes the receipt of that grant in the Special Grants Fund (018) and allocates that amount to the SHPO/CERT LOC GOVT Dept.

BUDGET IMPLICATIONS: Resolution No. 16-009 authorizes Budget Amendments where already budgeted amounts are moved from category to category within the same fund, so there is no addition to the total amount of the budget.

Resolution No. 16-008 adopts a Supplemental Budget where additional amounts are recognized as revenue and added to the budgets of various funds. This proposed resolution adds \$56,223 to the General Fund, and \$66,110 to the Special Grants Fund.

COUNCIL ALTERNATIVES:

1. Staff recommendation:

Motion #1: Move to adopt Resolution No. 16-008 Adopting a Supplemental Budget for the Fiscal Year 2015/2016, Making Appropriations and Authorizing Expenditures from and within Various Funds of the City of The Dalles Adopted Budget;

AND

Motion #2: Move to adopt Resolution No. 16-009 Authorizing Transfers of Funds Between Categories of Various Funds of the City of The Dalles Adopted Budget, Making Appropriations an Authorizing Expenditures for the Fiscal Year Ending June 30, 2016.

2. Direct Staff to add other changes or delete any of the recommended changes from either or both of the proposed resolutions.
3. Decline

RESOLUTION NO. 16-008

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2015/2016, MAKING APPROPRIATIONS AND AUTHORIZING EXPENDITURES FROM AND WITHIN VARIOUS FUNDS OF THE CITY OF THE DALLES ADOPTED BUDGET.

WHEREAS, the City has been awarded a grant for a Housing/Land Needs Assessment Study, in the amount of \$30,000, that requires \$5,000 in-kind match and a \$25,000 funding match in the Special Grants Fund (018); and

WHEREAS, the City’s Special Grants Fund will receive \$4,110 in Transportation SDC monies from the Transportation System Reserve Fund, to be allocated to the Transit Study portion of the Transportation System Plan, and;

WHEREAS, the City’s Special Grants Fund will receive an additional grant from SHPO in the amount of \$7,000, to be used to help fund a Historic wood Window Restoration Workshop, and;

WHEREAS, the City’s General Fund (001) also expects to receive insurance claim payments in the amount of \$56,223 for repairs to the Marine Dock that sustained damages due to a motor vehicle accident; and

WHEREAS, the City’s Special Grants Fund will receive \$4,110 in Transportation SDC monies from the Transportation System Reserve Fund, to be allocated to the Transit Study portion of the Transportation System Plan, and;

WHEREAS, a public hearing is not required for any fund in this supplemental budget, as the proposed changes within any single fund do not exceed 10% of that fund’s budget; and

WHEREAS, the required public notice for this supplemental budget was published on Sunday, March 6, 2016;

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

Section 1. The City Council hereby adopts the Supplemental Budget for FY15/16, increasing revenues and making appropriations as follows.

Summary of Supplemental Budget – Line Item Detail				
Fund	Resource	Amount	Requirement	Amount
Special Grants Fund (018)	DLCD Grant	30,000	Materials & Services Category – Housing/Land Needs Assessment	align="right">55,000
	Transfer in from General Fund (001)	25,000		
	SHPO Grant	7,000	Materials & Services Category – SHPO/ LOC CERT	7,000

	Transfer in from Transportation System Reserve Fund (013)	4,110	Materials & Services Category – Transit Study	4,110
	Total New Resources	66,110	Total New Requirements	66,110
	New Total Materials & Services Category			244,360
	New Total All Fund 018 Resources	11,776,960	New Total All Fund 018 Expenditures	11,776,960
Fund	Resource	Amount	Requirement	Amount
General Fund (001)	Insurance Claim Payments	56,223	General Services Department – Dock Repairs	56,223
	Total New Resources	56,223	Total New Requirements	56,223
	Total New General Services Department Requirements			442,292
	New Total All Fund 001 Resources	9,167,391	New Total All Fund 001 Expenditures	9,167,391

Section 2. This Resolution shall become effective upon adoption by the City Council and shall remain in effect until receipt and acceptance of the FY15/16 audit report.

PASSED AND ADOPTED THIS 14th DAY OF MARCH, 2016.

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

AND APPROVED BY THE MAYOR THIS 14th DAY OF MARCH, 2016.

SIGNED:

ATTEST:

Stephen E. Lawrence, Mayor

Izetta Grossman, City Clerk

RESOLUTION NO. 16-009

**A RESOLUTION AUTHORIZING TRANSFERS OF BUDGETED AMOUNTS
BETWEEN CATEGORIES OF VARIOUS FUNDS OF THE CITY OF THE DALLES
ADOPTED BUDGET, MAKING APPROPRIATIONS AND AUTHORIZING
EXPENDITURES FOR THE FISCAL YEAR ENDING JUNE 30, 2016.**

WHEREAS, during the budget year certain funds may experience expenditures above approved category limits; and

WHEREAS, Oregon Budget Law recognizes these events and allows for transferring of funds between approved category limits within and between funds; and

WHEREAS, \$25,000 for a match to the DLCD Housing/Land Needs Assessment Grant is budgeted in the City Manager/Economic Development Department of the General Fund and should be moved to Interfund Transfers to the Special Grants Department so it can be used with the grant funds, and;

WHEREAS, \$5,000 is needed from the Library Fund Contingency to reimburse the Library Director for moving expenses, and;

WHEREAS, \$4,110 of Transportation SDC funds should be transferred from the System Transportation Reserve Fund to the Special Grants Fund to pay for the Transit Study portion of the Transportation System Plan (STP); and

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

Section 1. Authorizing Budget Transfers. The City Council hereby authorizes the following transfers of funds between budgeted categories and funds:

<u>FUND OR DEPT.</u>	<u>BUDGETED</u>	<u>RESOURCES NEEDED</u>	<u>REALLOCATED</u>
<u>GENERAL FUND (001)</u>			
from City Manager/ Economic Development Department	\$ 546,224	\$ 521,224	- \$ 25,000
to Interfund Transfers	\$ 229,947	\$ 254,947	+ \$ 25,000
<u>LIBRARY FUND (004)</u>			
from Contingency	\$ 206,991	\$ 201,991	- \$ 5,000
to Materials & Services Category	\$ 575,214	\$ 580,214	+ \$ 5,000

TRANSPORTATION SYSTEM RESERVE FUND (013)

from Capital Outlay Category	\$ 1,396,509	\$ 1,392,399	- \$ 4,110
to Interfund Transfers	\$ 0	\$ 4,110	+ \$ 4,110

Section 2. Effective Date. This Resolution shall become effective upon adoption by the City Council and shall remain in effect until receipt and acceptance of the FY15/16 audit report.

PASSED AND ADOPTED THIS 14th DAY OF MARCH, 2016.

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

AND APPROVED BY THE MAYOR THIS 14th DAY OF MARCH, 2016.

SIGNED:

ATTEST:

Stephen E. Lawrence, Mayor

Izetta Grossman, City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Discussion Item #13-A

MEETING DATE: March 14, 2016

TO: Honorable Mayor and City Council

FROM: Gene E. Parker, City Attorney

ISSUE: Request from The Dalles Disposal for approval of rate requests resulting from increase in solid waste tipping fees

BACKGROUND: On October 29, 2015, The Dalles Disposal submitted a request for a rate increase averaging approximately 0.76% for increased operational costs and disposal fees, and for an adjustment to the company's rate schedule as a result of anticipated increases by the Wasco County Landfill for both its gate rate and the pass through Household Hazardous Waste Tax. Subsequent information was also presented to the Council of potential additional increases in rates due to anticipated increases to tipping fees and landfill permit fees that would be imposed by the Department of Environmental Quality.

On February 8, 2016, the Council adopted Resolution No. 16-004 approving the requested rate increase of 0.76% for The Dalles Disposal for increased operational and disposal fee costs. This rate increase went into effect on March 1, 2016.

As noted previously, the Council was presented with copies of rate schedules prepared by The Dalles Disposal, showing potential rate increases based upon anticipated increases to tipping fees which would be imposed by the Department of Environmental Quality. The Council decided to defer any action upon proposed rate increases related to potential increased fees which would be adopted by the Department of Environmental Quality, and indicated that any request for increase in rates related to these fees should be brought back when the amount of the DEQ fees was actually known.

Enclosed with this staff report is a copy of a letter from Nancy Mitchell, Site Manager for the Wasco County Landfill dated February 11, 2016, which was provided to the City by Jim Winterbottom from The Dalles Disposal. Ms. Mitchell's letter indicates they have been notified by the Department of Environmental Quality of increases in the solid waste

tipping fees of \$0.30 per ton on April 1, 2016, and an additional \$0.28 per ton on July 1, 2016. Ms. Mitchell's letter indicates that the County landfill will be increasing their fees in accordance with the increase in fees imposed by the Department of Environmental Quality.

As a result of the increased tipping fees which will be passed on from the County Landfill to The Dalles Disposal, The Dalles Disposal is requesting that the City consider an adjustment in their rate schedule to account for this additional increase. Enclosed with this staff report is a copy of a rate schedule which shows the proposed rate increases as of April 1 and July 1, 2016.

General Ordinance No. 92-1155, which contains provisions regulating franchisees that collect solid waste, requires the City Council to review rates charged by franchisees to determine if the rates are reasonable and just and adequate to provide collection service. The ordinance also provides that the rates established by the City Council shall allow a person who has a franchise to collect solid waste material, to recover any additional costs of education, promotion, and providing notice of the opportunity to recycle at the minimum level required by the State of Oregon or at a higher level of recycling required or permitted by the City. Oregon law requires that the City Council provide an opportunity for public comment upon any proposed increase in fees, including rates charged by City franchisees.

BUDGET IMPLICATIONS: The proposed rate schedule shows the potential impact upon customers of The Dalles Disposal of the requested rate increases. If the Council were to approve the requested rate increases, the City would probably receive a modest increase in the amount of the franchise fee collected from The Dalles Disposal, as the franchise fee is calculated on the amount of gross revenue received by The Dalles Disposal.

COUNCIL ALTERNATIVES:

1. *Staff recommendation:* This is a discussion item concerning a request for approval of additional rate increases for The Dalles Disposal. The Council would have the following options concerning the requested increases:
 - A. Request additional information concerning the increases and schedule the matter for a future Council meeting.
 - B. Request staff to prepare a resolution for a future Council meeting approving the requested rate increases, or approving a different amount for the rate increases.
 - C. Request staff to prepare a resolution for a future Council meeting denying the requested rate increases.

THE DALLES CITY GARBAGE RATES

Proposed Increase April 1, 2016

SERVICE	1/1/16 CURRENT RATE	0.90% 0.00% 3.00%			TOTAL INCREASE	NEW RATE
		Total LF Increase	Business Increase	Franchise Fee		
RESIDENTIAL						
CANS/ROLLCARTS						
Weekly						
- (1) 20 gal can	\$11.49	\$0.02	\$0.00	\$0.00	\$0.02	\$11.51
- (1) 32 gal can	\$16.59	\$0.03	\$0.00	\$0.00	\$0.03	\$16.62
- 90 gal rollcart	\$24.29	\$0.08	\$0.00	\$0.00	\$0.09	\$24.38
- 105 gal cart (Phase Out)	\$26.12	\$0.10	\$0.00	\$0.00	\$0.10	\$26.22
- each add'l can	\$16.59	\$0.03	\$0.00	\$0.00	\$0.03	\$16.62
EOW						
- (1) 32 gal can	\$13.53	\$0.02	\$0.00	\$0.00	\$0.02	\$13.55
Call In						
- (1) 32 gal can	\$11.81	\$0.01	\$0.00	\$0.00	\$0.01	\$11.82
- 90 gal rollcart	\$17.69	\$0.02	\$0.00	\$0.00	\$0.03	\$17.72
YARD DEBRIS						
* 12 month min sign-up period						
* \$18 restart fee if service cancelled and restarted within year						
* 60 gal yard debris cart						
Weekly	\$7.98	\$0.02	\$0.00	\$0.00	\$0.02	\$8.00
EOW	\$5.49	\$0.01	\$0.00	\$0.00	\$0.01	\$5.50
SPECIAL CHARGES						
* The following additional charges are assessed to customers whose cans, rollcarts or containers pose a potential safety risk to our employees due to the difficult and unsafe location of their service containers.						
Additional Charge:						
- Sunken Can	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Excess distance	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Steps/stairs	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Through gate	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
-extra can/bag/box	\$6.55	\$0.00	\$0.00	\$0.00	\$0.00	\$6.55
- loose yardage per yd (over-the-top extra around conts-cans-rollcarts or on the ground)	\$27.82	\$0.06	\$0.00	\$0.00	\$0.07	\$27.89
- bulk items (*Bring to transfer station)						
- return trip can	\$7.25	\$0.00	\$0.00	\$0.00	\$0.00	\$7.25
- return trip rollcart	\$9.62	\$0.00	\$0.00	\$0.00	\$0.00	\$9.62
- rollcart redelivery	\$9.99	\$0.00	\$0.00	\$0.00	\$0.00	\$9.99
- Off day PU	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Delinquent fee (Acct delinquent after 30 days from billing)	\$12.54	\$0.00	\$0.00	\$0.00	\$0.00	\$12.54
- NSF/unhoned check fee	\$29.64	\$0.00	\$0.00	\$0.00	\$0.00	\$29.64
- New Acct set up fee	\$5.73	\$0.00	\$0.00	\$0.00	\$0.00	\$5.73
- Change in service (name/address/service)	\$5.73	\$0.00	\$0.00	\$0.00	\$0.00	\$5.73

THE DALLES CITY GARBAGE RATES

Proposed Increase April 1, 2016

SERVICE	1/1/16 CURRENT RATE	0.80% 0.00% 3.00%			TOTAL INCREASE	NEW RATE
		Total LF Increase	Business Increase	Franchise Fee		
COMMERCIAL						
Weekly						
- (1) 32 gal can	\$19.83	\$0.03	\$0.00	\$0.00	\$0.03	\$19.86
- 90 gal rollcart	\$29.90	\$0.08	\$0.00	\$0.00	\$0.08	\$29.99
- 105 gal cart (Phase Out)	\$30.48	\$0.10	\$0.00	\$0.00	\$0.10	\$30.58
- each add'l can	\$19.83	\$0.03	\$0.00	\$0.00	\$0.03	\$19.86
EOW						
- (1) 32 gal can	\$16.55	\$0.02	\$0.00	\$0.00	\$0.02	\$16.57
Call In						
- (1) 32 gal can	\$13.02	\$0.01	\$0.00	\$0.00	\$0.01	\$13.03
- 90 gal rollcart	\$19.55	\$0.02	\$0.00	\$0.00	\$0.03	\$19.58

SPECIAL CHARGES

* The following additional charges are assessed to customers whose cans, rollcarts or containers pose a potential safety risk to our employees due to the difficult and unsafe location of their service containers.

Additional Charge:

- Sunken Can	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Excess distance	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Steps/stairs	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Through gate	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- extra can/bag/box	\$6.55	\$0.00	\$0.00	\$0.00	\$0.00	\$6.55
- loose yardage per yd (*extra garbage ontop or around cans and rollcarts which must be manually handled & placed in truck)	\$27.84	\$0.06	\$0.00	\$0.00	\$0.07	\$27.91
- bulk items (*Bring to transfer station)						
- return trip can	\$7.25	\$0.00	\$0.00	\$0.00	\$0.00	\$7.25
- return trip rollcart	\$9.85	\$0.01	\$0.00	\$0.00	\$0.01	\$9.86
- rollcart redelivery	\$9.99	\$0.00	\$0.00	\$0.00	\$0.00	\$9.99
- Off day PU	\$7.25	\$0.00	\$0.00	\$0.00	\$0.00	\$7.25
- Delinquent fee (Acct delinquent after 30 days from billing)	\$12.54	\$0.00	\$0.00	\$0.00	\$0.00	\$12.54
- NSF/unhonored check fee	\$29.64	\$0.00	\$0.00	\$0.00	\$0.00	\$29.64
- New Acct set up fee	\$5.73	\$0.00	\$0.00	\$0.00	\$0.00	\$5.73
- Change in service (name/address/service)	\$5.73	\$0.00	\$0.00	\$0.00	\$0.00	\$5.73

CONTAINERS

1 1/2 Yd Containers

- Call In	\$30.23	\$0.05	\$0.00	\$0.00	\$0.05	\$30.28
- EOW	\$44.21	\$0.11	\$0.00	\$0.00	\$0.12	\$44.33
- 1XPW	\$88.50	\$0.23	\$0.00	\$0.01	\$0.24	\$88.74
- Additional day rate = # days x 1 x wk rate						

2 Yd Containers

- Call In	\$42.57	\$0.07	\$0.00	\$0.00	\$0.07	\$42.64
- EOW	\$59.14	\$0.15	\$0.00	\$0.01	\$0.16	\$59.30
- 1XPW	\$118.24	\$0.30	\$0.00	\$0.01	\$0.32	\$118.56
- Additional day rate = # days x 1 x wk rate						

3 Yd Containers

- Call In	\$60.47	\$0.11	\$0.00	\$0.00	\$0.11	\$60.58
- EOW	\$88.45	\$0.23	\$0.00	\$0.01	\$0.24	\$88.69
- 1XPW	\$177.01	\$0.46	\$0.00	\$0.02	\$0.48	\$177.49
- Additional day rate = # days x 1 x wk rate						

THE DALLES CITY GARBAGE RATES

Proposed Increase April 1, 2016

SERVICE	1/1/16 CURRENT RATE	0.00% 0.00% 3.00%			TOTAL INCREASE	NEW RATE
		Total LF Increase	Business Increase	Franchise Fee		
SPECIAL CHARGES						
- Delivery	\$32.28	\$0.00	\$0.00	\$0.00	\$0.00	\$32.28
- Rent	\$31.48	\$0.00	\$0.00	\$0.00	\$0.00	\$31.48
- Rent-a-bin	\$70.85	\$0.00	\$0.00	\$0.00	\$0.00	\$70.85
- Loose yardage	\$27.84	\$0.06	\$0.00	\$0.00	\$0.07	\$27.91
Containers with difficult access (per cont chg)						
- Not on solid surface	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
- Stuck in the mud	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
- Lodged in loose gravel	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
- Overweight	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
- Excess distance	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
- Rolloff curb	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
COMPACTORS						
- 50,000 max gross weight						
- Per compacted yard	\$30.75	\$0.18	\$0.00	\$0.01	\$0.19	\$30.94
- over 2 tons for 10 yds						
- over 4 tons for 20 yds						
- over 6 tons for 30 yds						
- over 50,000 GW x Fee (*Per each 2,000 lb excess)	\$349.62	\$0.00	\$0.00	\$0.00	\$0.00	\$349.62
DROP BOXES						
- 10 yd min fee empty	\$192.38	\$0.65	\$0.00	\$0.03	\$0.67	\$193.05
- 15 yd min fee empty	\$296.30	\$0.97	\$0.00	\$0.04	\$1.01	\$297.39
- 20 yd min fee empty	\$384.77	\$1.29	\$0.00	\$0.05	\$1.35	\$386.12
- 30 yd min fee empty	\$577.16	\$1.94	\$0.00	\$0.08	\$2.02	\$579.18
- Delivery	\$67.23	\$0.00	\$0.00	\$0.00	\$0.00	\$67.23
- Demurrage per day after 5 days	\$14.31	\$0.00	\$0.00	\$0.00	\$0.00	\$14.31
- LS ydg	\$19.25	\$0.06	\$0.00	\$0.00	\$0.07	\$19.32
- over 2 tons for 10 yds						
- over 4 tons for 20 yds						
- over 6 tons for 30 yds						
- over 50,000 GW x Fee (*Per each 2,000 lb excess)	\$349.62	\$0.00	\$0.00	\$0.00	\$0.00	\$349.62

THE DALLES CITY GARBAGE RATES

Proposed Increase April 1, 2016

SERVICE	1/1/16 CURRENT RATE	0.90% 0.00% 3.00%			TOTAL INCREASE	NEW RATE
		Total LF Increase	Business Increase	Franchise Fee		
TRANSFER STATION						
Minimum Charge:						
Household Garbage						
* 1 can or 1 bag	\$7.26	\$0.01	\$0.00	\$0.00	\$0.01	\$7.27
- Per Yard (After Minimum)	\$13.55	\$0.03	\$0.00	\$0.00	\$0.04	\$13.59
- MINIMUM YARD CHARGE (3 Yards)	\$27.10			\$0.00	\$0.08	\$27.18
Bulk Items:						
- Mattress/box springs						
- Recliners/large chairs						
- Couches/furn/TV's (minimum fee plus)	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00	\$8.59
Appliances:						
- each	\$11.46	\$0.00	\$0.00	\$0.00	\$0.00	\$11.46
- Refrigerators	\$31.95	\$0.00	\$0.00	\$0.00	\$0.00	\$31.95
- Tires (each)	\$12.88	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88
- Tires with rims to 16" (each)	\$25.76	\$0.00	\$0.00	\$0.00	\$0.00	\$25.76
Brush and Wood:						
(Must be clean/no garbage/ for recycling)						
- Per Yard (After Minimum)	\$6.67	\$0.03	\$0.00	\$0.00	\$0.04	\$6.71
- MINIMUM YARD CHARGE (3 Yards)	\$20.01			\$0.00	\$0.12	\$20.13
Yardage calculation: multiply width x length x height divide by 27 = total yards						

THE DALLES CITY GARBAGE RATES

Proposed Increase July 1, 2016

SERVICE	4/1/16 CURRENT RATE	0.83% 0.00% 3.00%			TOTAL INCREASE	NEW RATE
		Total LF Increase	Business Increase	Franchise Fee		
RESIDENTIAL						
CANS/ROLLCARTS						
Weekly						
- (1) 20 gal can	\$11.51	\$0.02	\$0.00	\$0.00	\$0.02	\$11.53
- (1) 32 gal can	\$16.62	\$0.03	\$0.00	\$0.00	\$0.03	\$16.65
- 90 gal rollcart	\$24.38	\$0.08	\$0.00	\$0.00	\$0.08	\$24.46
- 105 gal cart (Phase Out)	\$26.22	\$0.09	\$0.00	\$0.00	\$0.10	\$26.32
- each add'l can	\$16.62	\$0.03	\$0.00	\$0.00	\$0.03	\$16.65
EOW						
- (1) 32 gal can	\$13.55	\$0.02	\$0.00	\$0.00	\$0.02	\$13.57
Call In						
- (1) 32 gal can	\$11.82	\$0.01	\$0.00	\$0.00	\$0.01	\$11.83
- 90 gal rollcart	\$17.72	\$0.02	\$0.00	\$0.00	\$0.02	\$17.74
YARD DEBRIS						
* 12 month min sign-up period						
* \$18 restart fee if service cancelled and restarted within year						
* 60 gal yard debris cart						
Weekly	\$8.00	\$0.02	\$0.00	\$0.00	\$0.02	\$8.02
EOW	\$5.50	\$0.01	\$0.00	\$0.00	\$0.01	\$5.51
SPECIAL CHARGES						
* The following additional charges are assessed to customers whose cans, rollcarts or containers pose a potential safety risk to our employees due to the difficult and unsafe location of their service containers.						
Additional Charge:						
- Sunken Can	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Excess distance	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Steps/stairs	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Through gate	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
-extra can/bag/box	\$6.55	\$0.00	\$0.00	\$0.00	\$0.00	\$6.55
- loose yardage per yd (over-the-top extra around cans-rollcarts or on the ground)	\$27.89	\$0.06	\$0.00	\$0.00	\$0.06	\$27.95
- bulk items (*Bring to transfer station)						
- return trip can	\$7.25	\$0.00	\$0.00	\$0.00	\$0.00	\$7.25
- return trip rollcart	\$9.62	\$0.00	\$0.00	\$0.00	\$0.00	\$9.62
- rollcart redelivery	\$9.99	\$0.00	\$0.00	\$0.00	\$0.00	\$9.99
- Off day PU	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Delinquent fee (Acct delinquent after 30 days from billing)	\$12.54	\$0.00	\$0.00	\$0.00	\$0.00	\$12.54
- NSF/unhonored check fee	\$29.64	\$0.00	\$0.00	\$0.00	\$0.00	\$29.64
- New Acct set up fee	\$5.73	\$0.00	\$0.00	\$0.00	\$0.00	\$5.73
- Change in service (name/address/service)	\$5.73	\$0.00	\$0.00	\$0.00	\$0.00	\$5.73

THE DALLES CITY GARBAGE RATES

Proposed Increase July 1, 2016

SERVICE	4/1/16 CURRENT RATE	Increase			TOTAL INCREASE	NEW RATE
		0.83% Total LF Increase	0.00% Business Increase	3.00% Franchise Fee		
COMMERCIAL						
Weekly						
- (1) 32 gal can	\$19.86	\$0.03	\$0.00	\$0.00	\$0.03	\$19.89
- 90 gal rollcart	\$29.99	\$0.08	\$0.00	\$0.00	\$0.08	\$30.07
- 105 gal cart (Phase Out)	\$30.58	\$0.09	\$0.00	\$0.00	\$0.10	\$30.68
- each add'l can	\$19.86	\$0.03	\$0.00	\$0.00	\$0.03	\$19.89
EOW						
- (1) 32 gal can	\$16.57	\$0.02	\$0.00	\$0.00	\$0.02	\$16.59
Call In						
- (1) 32 gal can	\$13.03	\$0.01	\$0.00	\$0.00	\$0.01	\$13.04
- 90 gal rollcart	\$19.58	\$0.02	\$0.00	\$0.00	\$0.02	\$19.60

SPECIAL CHARGES

* The following additional charges are assessed to customers whose cans, rollcarts or containers pose a potential safety risk to our employees due to the difficult and unsafe location of their service containers.

Additional Charge:

- Sunken Can	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Excess distance	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Steps/stairs	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- Through gate	\$7.15	\$0.00	\$0.00	\$0.00	\$0.00	\$7.15
- extra can/bag/box	\$6.55	\$0.00	\$0.00	\$0.00	\$0.00	\$6.55
- loose yardage per yd (*extra garbage ontop or around cans and rollcarts which must be manually handled & placed in truck)	\$27.91	\$0.06	\$0.00	\$0.00	\$0.06	\$27.97
- bulk items (*Bring to transfer station)						
- return trip can	\$7.25	\$0.00	\$0.00	\$0.00	\$0.00	\$7.25
- return trip rollcart	\$9.68	\$0.01	\$0.00	\$0.00	\$0.01	\$9.69
- rollcart redelivery	\$9.99	\$0.00	\$0.00	\$0.00	\$0.00	\$9.99
- Off day PU	\$7.25	\$0.00	\$0.00	\$0.00	\$0.00	\$7.25
- Delinquent fee (Acct delinquent after 30 days from billing)	\$12.54	\$0.00	\$0.00	\$0.00	\$0.00	\$12.54
- NSF/unhonored check fee	\$29.64	\$0.00	\$0.00	\$0.00	\$0.00	\$29.64
- New Acct set up fee	\$5.73	\$0.00	\$0.00	\$0.00	\$0.00	\$5.73
- Change in service (name/address/service)	\$5.73	\$0.00	\$0.00	\$0.00	\$0.00	\$5.73

CONTAINERS

1 1/2 Yd Containers						
- Call In	\$30.28	\$0.05	\$0.00	\$0.00	\$0.05	\$30.33
- EOW	\$44.33	\$0.11	\$0.00	\$0.00	\$0.11	\$44.44
- 1XPW	\$88.74	\$0.22	\$0.00	\$0.01	\$0.22	\$88.96
- Additional day rate = # days x 1 x wk rate						
2 Yd Containers						
- Call In	\$42.64	\$0.07	\$0.00	\$0.00	\$0.07	\$42.71
- EOW	\$59.30	\$0.14	\$0.00	\$0.01	\$0.15	\$59.45
- 1XPW	\$118.56	\$0.29	\$0.00	\$0.01	\$0.30	\$118.86
- Additional day rate = # days x 1 x wk rate						
3 Yd Containers						
- Call In	\$60.58	\$0.10	\$0.00	\$0.00	\$0.10	\$60.68
- EOW	\$88.69	\$0.22	\$0.00	\$0.01	\$0.22	\$88.91
- 1XPW	\$177.49	\$0.43	\$0.00	\$0.02	\$0.45	\$177.94
- Additional day rate = # days x 1 x wk rate						

THE DALLES CITY GARBAGE RATES

Proposed Increase July 1, 2016

SERVICE	4/1/16 CURRENT RATE	0.83% 0.00% 3.00%			TOTAL INCREASE	NEW RATE
		Total LF Increase	Business Increase	Franchise Fee		
SPECIAL CHARGES						
- Delivery	\$32.28	\$0.00	\$0.00	\$0.00	\$0.00	\$32.28
- Rent	\$31.48	\$0.00	\$0.00	\$0.00	\$0.00	\$31.48
- Rent-a-bin	\$70.85	\$0.00	\$0.00	\$0.00	\$0.00	\$70.85
- Loose yardage	\$27.91	\$0.06	\$0.00	\$0.00	\$0.06	\$27.97
Containers with difficult access (per cont chg)						
- Not on solid surface	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
- Stuck in the mud	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
- Lodged in loose gravel	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
- Overweight	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
- Excess distance	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
- Rolloff curb	\$7.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7.89
COMPACTORS						
* 50,000 max gross weight						
- Per compacted yard	\$30.94	\$0.17	\$0.00	\$0.01	\$0.17	\$31.11
- over 2 tons for 10 yds						
- over 4 tons for 20 yds						
- over 6 tons for 30 yds						
- over 50,000 GW x Fee (*Per each 2,000 lb excess)	\$349.62	\$0.00	\$0.00	\$0.00	\$0.00	\$349.62
DROP BOXES						
- 10 yd min fee empty	\$193.05	\$0.61	\$0.00	\$0.02	\$0.64	\$193.69
- 15 yd min fee empty	\$297.39	\$0.92	\$0.00	\$0.04	\$0.95	\$298.34
- 20 yd min fee empty	\$386.12	\$1.22	\$0.00	\$0.05	\$1.27	\$387.39
- 30 yd min fee empty	\$579.18	\$1.83	\$0.00	\$0.07	\$1.91	\$581.09
- Delivery	\$67.23	\$0.00	\$0.00	\$0.00	\$0.00	\$67.23
- Demurrage per day after 5 days	\$14.31	\$0.00	\$0.00	\$0.00	\$0.00	\$14.31
- LS ydg	\$19.32	\$0.06	\$0.00	\$0.00	\$0.06	\$19.38
- over 2 tons for 10 yds						
- over 4 tons for 20 yds						
- over 6 tons for 30 yds						
- over 50,000 GW x Fee (*Per each 2,000 lb excess)	\$349.62	\$0.00	\$0.00	\$0.00	\$0.00	\$349.62

THE DALLES CITY GARBAGE RATES

Proposed Increase July 1, 2016

SERVICE	4/1/16 CURRENT RATE	0.83% 0.00% 3.00%			TOTAL INCREASE	NEW RATE
		Total LF Increase	Business Increase	Franchise Fee		
TRANSFER STATION						
Minimum Charge:						
Household Garbage						
* 1 can or 1 bag	\$7.27	\$0.01	\$0.00	\$0.00	\$0.01	\$7.28
- Per Yard (After Minimum)	\$13.59	\$0.03	\$0.00	\$0.00	\$0.03	\$13.62
- MINIMUM YARD CHARGE (3 Yards)	\$27.18			\$0.00	\$0.06	\$27.24
Bulk Items:						
- Mattress/box springs						
- Recliners/large chairs						
- Couches/furn/ty's (minimum fee plus)	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00	\$8.59
Appliances:						
- each	\$11.46	\$0.00	\$0.00	\$0.00	\$0.00	\$11.46
- Refrigerators	\$31.95	\$0.00	\$0.00	\$0.00	\$0.00	\$31.95
- Tires (each)	\$12.88	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88
- Tires with rims to 18" (each)	\$25.76	\$0.00	\$0.00	\$0.00	\$0.00	\$25.76
Brush and Wood:						
(Must be clean/no garbage/ for recycling)						
- Per Yard (After Minimum)	\$6.71	\$0.03	\$0.00	\$0.00	\$0.03	\$6.74
- MINIMUM YARD CHARGE (3 Yards)	\$20.13			\$0.00	\$0.09	\$20.22
Yardage calculation: multiply width x length x height divide by 27 = total yards						

February 11, 2016

RE: Wasco County Landfill, 2016 DEQ Rate Change

Dear Customer:

We have been notified that DEQ fees for 2016 will increase \$0.30 per ton on April 1, 2016 and an additional \$0.28 per ton on July 1, 2016. In accordance with the current license agreement between the Wasco County Landfill (WCL) and Wasco County, we plan to increase our rates for the DEQ increase in fees on April 1, 2016 and on July 1, 2016.

Please feel free to contact me if you have any questions.

Sincerely,



Nancy Mitchell
Wasco County Landfill
Site Manager



AGENDA STAFF REPORT

AGENDA LOCATION: Discussion Item #13-B

MEETING DATE: March 14, 2016

TO: Honorable Mayor and City Council

FROM: Julie Krueger, City Manager

ISSUE: Northern Wasco County Parks and Recreation District Request for Funds to Purchase Camera Equipment.

BACKGROUND: At the February 22 Council meeting, the City Manager asked if the Council would like to consider a \$20,000 funding request by Parks and Recreation District to purchase movie equipment? This was a one-time request from a partner. The District would then develop and fund the movies in the park program.

The Council asked to have staff bring back additional information. Since that meeting, suggestions were provided to the District to research availability of equipment locally, to find out what others use (for example the Sunshine Mill movie program), and for a more specific budget.

Parks Director Phil Lewis will provide additional information. He is nearly finished with his research. When the information is received, it will be forwarded to the Council, in advance of the March 14 meeting.

BUDGET IMPLICATIONS: The District will provide budget information prior to the meeting.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** No recommendation is made at this time, pending additional information being provided by the District.