

AGENDA

REGULAR CITY COUNCIL MEETING

April 22, 2013

5:30 p.m.

CITY HALL COUNCIL CHAMBER
313 COURT STREET
THE DALLES, OREGON

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

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

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

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

- A. Approval of April 8, 2013 Regular City Council Meeting Minutes

CITY OF THE DALLES

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

- B. Approval of April 1, 2013 Street Tour Work Session Minutes
- C. Resolution No. 13-014 Establishing a City Sign Ordinance Review Committee
- D. Resolution No. 13-015 Concurring With the Mayor's Re-Establishment of a Committee to Review Economic Development Policies

11. PUBLIC HEARINGS

- A. Public Hearing to Receive Testimony Regarding Assessment for Demolition of Structure at 600 East 12th Street [**Agenda Staff Report #13-025**]
 - 1. Resolution No. 13-013 Confirming the Accounting Report for the Cost of Abatement of a Dangerous Building at 600 East 12th Street and Assessing the Cost of Abatement as a Personal Obligation of the Property Owner and a Lien Upon Real Property
- B. Public Hearing to Receive Remonstrances for Proposed Assessments of The Dalles Main Street Economic Improvement District [**Agenda Staff Report #13-029**]

12. ACTION ITEMS

- A. Approval of Agreement With Home at Last Humane Society Regarding Animal Control Operations [**Agenda Staff Report #13-028**]
- B. Approval of City of The Dalles Emergency Operations Plan [**Agenda Staff Report #13-027**]
- C. Approval of Chamber of Commerce Tourism Program Scope of Work and Budget [**Agenda Staff Report #13-030**]

13. DISCUSSION ITEMS

- A. Discussion Regarding Potential Wastewater System Development Charge Increase [**Agenda Staff Report #13-026**]

14. ADJOURNMENT

This meeting conducted in a handicap accessible room.

Prepared by/
Julie Krueger, MMC
City Clerk





CITY of THE DALLES

313 COURT STREET
THE DALLES, OR 97058

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

AGENDA STAFF REPORT
CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 22, 2013	Consent Agenda 10, A - D	N/A

TO: Honorable Mayor and City Council

FROM: Julie Krueger, MMC, City Clerk 

THRU: Nolan K. Young, City Manager

DATE: April 10, 2013

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

A. **ITEM:** Approval of April 8, 2013 Regular City Council Meeting Minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the April 8, 2013 regular City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: That City Council review and approve the minutes of the April 8, 2013 regular City Council meeting.

B. **ITEM:** Approval of April 1, 2013 Street Tour Work Session Minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the April 1, 2013 street tour work session have been prepared and are submitted for review and approval.

RECOMMENDATION: That City Council review and approve the minutes of the April 1, 2013 street tour work session.

- C. **ITEM:** Resolution No. 13-014 Establishing a City Sign Ordinance Review Committee.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The Mayor has selected a group of citizens to serve on the City's Sign Ordinance Review Committee. The Committee will review and make recommendations regarding the Sign Ordinance.

RECOMMENDATION: That City Council adopt Resolution No. 13-014 concurring with the Mayor's appointment of a committee to review and make recommendations regarding the City's Sign Ordinance.

- D. **ITEM:** Resolution No. 13-015 Concurring With the Mayor's Re-establishment of a Committee to Review Economic Development Policies.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The Mayor has selected a group of people to serve on the Economic Development Policy Committee and wants to re-establish the committee work that started in 2011. The Committee will identify economic barrier issues and periodically provide reports to the City Council.

RECOMMENDATION: That the City Council adopt Resolution No. 13-015 concurring with the Mayor's re-establishment of a committee to review economic development policies.

MINUTES

REGULAR COUNCIL MEETING
OF
APRIL 8, 2013
5:30 P.M.
THE DALLES CITY HALL
313 COURT STREET
THE DALLES, OREGON

PRESIDING: Mayor Steve Lawrence

COUNCIL PRESENT: Bill Dick, Carolyn Wood, Dan Spatz, Tim McGlothlin, Linda Miller

COUNCIL ABSENT: None

STAFF PRESENT: City Manager Nolan Young, City Attorney Gene Parker, City Clerk Julie Krueger, Public Works Director Dave Anderson, Administrative Fellow Garrett Chrostek, Finance Director Kate Mast, Police Captain Ed Goodman

CALL TO ORDER

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

An Executive Session in accordance with ORS 192.660 (2) (d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations, was added to the agenda.

MINUTES (Continued)
Regular Council Meeting
April 8, 2013
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It was moved by Wood and seconded by Spatz to approve the agenda as amended. The motion carried unanimously.

PRESENTATIONS/PROCLAMATIONS

Program Update by YouthThink

Debby Jones provided a PowerPoint presentation, showing pictures of many of the program activities that had been financially supported by the City. She thanked the City Council for their support of YouthThink. She provided publications developed by YouthThink and reviewed the five year data comparison (attached as Exhibit "A").

Jones said several youth who were Challenge Day leaders were in attendance, as well as several board members. She asked some of the Challenge Day leaders to speak.

Cheyenna addressed the Council, saying it was important to continue reaching out to the middle school students, saying they needed to have good role models and to know they were not alone.

Blake said he believed the leaders of the Challenge Day Program helped break down barriers and it was important to keep a presence at the middle school and show those students they were supported.

Councilor Miller asked how YouthThink involved parents in the program. Debby Jones said many of their programs required parent attendance, there had been parenting programs in the past, and a monthly newsletter was published. She said parent interest was increasing as YouthThink did more outreach to younger children.

AUDIENCE PARTICIPATION

Rodger Nichols invited the Council to attend the Columbia River Gorge Commission meeting on April 9, beginning at 9:00 a.m. at the Discovery Center.

Doug Leash, 1623 East Ninth Street, The Dalles, thanked the City Council for completing the crosswalk project at Ninth Street and Brewery Grade, saying it was safer now. He said it took a while to complete, but that the process for a citizen to initiate a project had worked very well. Mr. Leash especially thanked Councilor McGlothlin for carrying the concern to the Traffic Safety Commission.

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CITY MANAGER REPORT

City Manager Young said he and the Planning Director would be attending a meeting next week with the Nez Perce Tribe regarding potential natural and cultural resources involved in the urban growth boundary expansion.

CITY ATTORNEY REPORT

City Attorney Parker said he was working on the Development and Disposition Agreement for the Granada Block development. He said it would be before the Urban Renewal Advisory Committee on April 16 for consideration and then to the Urban Renewal Agency for approval on April 22.

CITY COUNCIL REPORTS

Councilor Wood said she had attended the recent QLife Agency meeting.

Councilor McGlothlin said the Traffic Safety Commission had heard information regarding a parking problem on Trevitt Street, between 9th and 10th Streets; had additional discussion regarding sidewalks along Chenoweth Loop Road; and provided radar equipment to a citizen on East 19th Street.

Councilor Spatz said he had attended the recent Mid Columbia Economic Development meeting. He said they had received the contract for managing the Oregon Investment Board grants.

Councilor Miller said she, along with Councilors McGlothlin and Wood had participated in the Meals on Wheels delivery program. She said she had attended the Urban Renewal Advisory Committee meeting and the recommendations regarding grant approvals would be before the Agency at their meeting.

Mayor Lawrence reported he had attended training regarding systems development charges. He said he had recently learned that The Dalles was a destination for cyclists in the Gorge, and said when the Columbia River Gorge Bike Path Project was completed, it would end in The Dalles. Lawrence said he hoped people were thinking about how to include those tourists into the community.

Mayor Lawrence said he had visited Astoria and the Liberty Theater to review their Urban Renewal Plan, which seemed very successful. He said he had also received a copy of the Urban Renewal Plan for Redmond, which was very ambitious, but included not only the proposed projects, but information regarding what the expected returns would be for each project.

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Lawrence said he had participated in the City's Street Tour, attended the job fair, and a meeting regarding the Confluence Project. He said he and Councilor Miller received training regarding Urban Renewal last week, and had learned a lot from the session.

CONSENT AGENDA

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

Items approved by Consent Agenda were: 1) approval of March 11, 2013 regular City Council meeting minutes; and 2) Resolution No. 13-010 concurring with the Mayor's appointments to various committees.

ACTION ITEMS

Resolution No. 13-011 Authorizing Transfers of Funds Between Categories of Various Funds, Making Appropriations and Authorizing Expenditures for Fiscal Year Ending June 30, 2013

Finance Director Mast reviewed the staff report.

It was moved by Wood and seconded by Spatz to adopt Resolution No. 13-011 authorizing transfers of funds between categories of various funds, making appropriations and authorizing expenditures for fiscal year ending June 30, 2013. The motion carried unanimously.

Resolution No. 13-012 Amending the City's Fee Schedule to Include a Fee for Annual Renewal of Permits for Tourist Oriented Signs and Incorporate Previously Approved Sewer Rate Increases

City Attorney Parker reviewed the staff report.

Mayor Lawrence asked for additional information regarding criteria for tourist oriented signs. City Attorney Parker said he would provide a memo to Council to explain what they were and criteria for allowing them.

Public Input

No public input was offered.

MINUTES (Continued)
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Council Deliberation

It was moved by Wood and seconded by Spatz to adopt Resolution No. 13-012 amending the City's fee schedule to include a fee for annual renewal of permits for tourist oriented signs and incorporate previously approved sewer rate increases. The motion carried; Miller voting no.

RECESS

Mayor Lawrence recessed the meeting to the Urban Renewal Agency meeting at 6:15 p.m.

Reconvene

The City Council meeting reconvened at 6:28 p.m.

EXECUTIVE SESSION

Mayor Lawrence recessed the meeting to Executive Session in accordance with ORS 192.660 (2) (d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations at 6:28 p.m.

Reconvene

The meeting reconvened to open session at 6:35 p.m.

ADJOURNMENT

Being no further business, the meeting adjourned at 6:35 p.m.

Submitted by/
Julie Krueger, MMC
City Clerk

SIGNED:

Stephen E. Lawrence, Mayor

ATTEST:

Julie Krueger, MMC, City Clerk

**YOUTHTHINK/Wasco County Data Last 5 Year Comparison
2008 - 2012 (Marijuana)**

Outcome Measurement	2008	2012
Past 30-day use of marijuana 6 th grade	No data	5%
Past 30-day use of marijuana 8 th grade	14%	14%
Past 30-day use of marijuana 11 th grade	19%	14% 😊
Perception of risk or harm for marijuana use 6 th grade / think it is harmful	No data	72%
Perception of risk or harm for marijuana 8 th grade / think it is harmful	60%	62% 😊
Perception of risk or harm for marijuana 11 th grade / think it is harmful	66%	49% 😞
Perception of parental disapproval of marijuana use by 6 th grade	No data	98%
Perception of parental disapproval of use marijuana use by 8 th grade	97%	92% 😞
Perception of parental disapproval of use marijuana by 11 th grade	87%	91% 😊
Age of on-set marijuana 6 th grade	No data	10 yrs 4 months
Age of on-set marijuana 8 th grade	11 yrs 9 months	11 yrs 9 months
Age of on-set alcohol 11 th grade	13 yrs 8 months	14 yrs one month 😊
Attitude toward peer use of marijuana 6 th grade / think it is wrong	No data	94%
Attitude toward peer use of marijuana 8 th grade / think it is wrong	No data	74%
Attitude toward peer use of marijuana 11 th grade / think it is wrong	No data	66%
Percentage of 6 th grade youth who have never tried marijuana	No data	95%
Percentage of 8 th grade youth who have never tried marijuana	79%	77% 😞
Percentage of 11 th grade youth who have never tried marijuana	64%	69% 😊
Percentage of 6 th grade youth that believe that marijuana is very to sort of easy to obtain.	No data	20%
Percentage of 8 th grade youth that believe that marijuana is very to sort of easy to obtain.	46%	46%
Percentage of 11 th grade youth that believe that marijuana is very to sort of easy to obtain.	67%	62% 😊

**YOUTHTHINK/Wasco County Data Last 5 Year Comparison
2008 - 2012 (Tobacco)**

Outcome Measurement	2008	2012
Past 30-day use of tobacco 6 th grade	No data	3%
Past 30-day use of tobacco 8 th grade	15%	9% 😊
Past 30-day use of tobacco 11 th grade	17%	5% 😊
Perception of risk or harm for tobacco use 6 th grade / think it is harmful	No data	81%
Perception of risk or harm for tobacco 8 th grade / think it is harmful	81%	86% 😊
Perception of risk or harm for tobacco 11 th grade / think it is harmful	80%	78% 😞
Perception of parental disapproval of tobacco use by 6 th grade	No data	99%
Perception of parental disapproval of use tobacco use by 8 th grade	96%	95%
Perception of parental disapproval of use tobacco by 11 th grade	94%	94%
Age of on-set tobacco 6 th grade	No data	9 yrs 6 months
Age of on-set tobacco 8 th grade	11 yrs 3 months	11 yrs 9 months 😊
Age of on-set tobacco 11 th grade	12 yrs 8 months	13 yrs 4 month 😊
Attitude toward peer use of tobacco 6 th grade / think it is wrong	No data	100%
Attitude toward peer use of tobacco 8 th grade / think it is wrong	No data	91%
Attitude toward peer use of tobacco 11 th grade / think it is wrong	No data	87%
Percentage of 6 th grade youth who have never tried tobacco	No data	95%
Percentage of 8 th grade youth who have never tried tobacco	74%	85% 😊
Percentage of 11 th grade youth who have never tried tobacco	70%	82% 😊
Percentage of 6 th grade youth that believe that tobacco is very to sort of easy to obtain.	No data	25%
Percentage of 8 th grade youth that believe that tobacco is very to sort of easy to obtain.	63%	48% 😊
Percentage of 11 th grade youth that believe that tobacco is very to sort of easy to obtain.	82%	61% 😊

**YOUTHTHINK/Wasco County Data Last 5 Year Comparison
2008 - 2012 (Alcohol)**

Outcome Measurement	2008	2012
YOUTHTHINK Facebook	None	375 Likes
Monthly Newsletter Subscribers	100	478
Past 30-day use of alcohol 6 th grade	No data	8%
Percentage of 6 th grade youth who think most students have had at least on drink past 30 days	No data	70%
Past 30-day use of alcohol 8 th grade	34%	32% 😊
Percentage of 8 th grade youth who think most students have had at least on drink past 30 days	No data	80%
Past 30-day use of alcohol 11 th grade	44%	35% 😊
Percentage of 11 th grade youth who think most students have had at least on drink past 30 days	No data	61.5%
Perception of risk or harm for alcohol use 6 th grade / think it is harmful	No data	55%
Perception of risk or harm for alcohol 8 th grade / think it is harmful	44%	50% 😊
Perception of risk or harm for alcohol 11 th grade / think it is harmful	59%	48% 😊
Perception of parental disapproval of alcohol use by 6 th grade	No data	96%
Perception of parental disapproval of use alcohol use by 8 th grade	82%	86% 😊
Perception of parental disapproval of use alcohol by 11 th grade	80%	87% 😊
Age of on-set alcohol 6 th grade	No data	9
Age of on-set alcohol 8 th grade	10.5	10.7 😊
Age of on-set alcohol 11 th grade	12.6	13.1 😊
Attitude toward peer use of alcohol 6 th grade / think it is wrong	No data	95%
Attitude toward peer use of alcohol 8 th grade / think it is wrong	78%	83% 😊
Attitude toward peer use of alcohol 11 th grade / think it is wrong	66%	71% 😊
Percentage of 6 th grade youth who have never drank alcohol	No data	95%
Percentage of 8 th grade youth who have never drank alcohol	35%	44% 😊

Percentage of 11 th grade youth who have never drank alcohol	29%	51% 😊
Percentage of 6 th grade youth who have binge drank in past 30 days	No data	2%
Percentage of 6 th grade youth who think students have binge drank.	No data	47%
Percentage of 8 th grade youth who have binge drank in past 30 days	18%	15% 😊
Percentage of 6 th grade youth who think students have binge drank.	No data	58%
Percentage of 11 th grade youth who have binge drank in past 30 days	21%	13% 😊
Percentage of 6 th grade youth who think students have binge drank.	No data	49.5%
MIP-Alcohol citations during summer months	87	34 😊

MINUTES

COUNCIL WORK SESSION
OF
APRIL 1, 2013
1:00 P.M.
THE DALLES CITY HALL
313 COURT STREET
THE DALLES, OREGON

PRESIDING: Mayor Steve Lawrence

COUNCIL PRESENT: Bill Dick, Dan Spatz, Tim McGlothlin, Linda Miller

COUNCIL ABSENT: Carolyn Wood

STAFF PRESENT: City Manager Nolan Young, City Attorney Gene Parker, City Clerk Julie Krueger, Public Works Director Dave Anderson, Administrative Fellow Garrett Chrostek, Planning Director Dick Gassman, Engineer Dale McCabe, Police Chief Jay Waterbury, Transportation Manager Bill Barrier

CALL TO ORDER

Mayor Lawrence called the meeting to order at 1:07 p.m.

PRESENTATION REGARDING PAVEMENT PRESERVATION PROGRAM

Transportation Manager Bill Barrier reviewed a PowerPoint presentation regarding the City's Pavement Preservation Program, including components of preservation, types of maintenance activities, preventative maintenance, corrective maintenance, cost comparison and public perceptions of street conditions.

Mayor Lawrence asked how the list of unimproved streets fit into the maintenance schedule. Public Works Director Anderson explained the list of unimproved streets had been developed as part of the Land Use Development Ordinance, to assist with various levels of how streets would be improved at the time of property development.

BUS TOUR OF CITY STREETS

Transportation Manager Barrier pointed out conditions of several streets, including Brewery Grade, Thompson Street, East 14th Street, East Scenic Drive, Bridge Street, and West Second at Webber Street.

DISCUSSION REGARDING FUNDING AND FINANCING CONCERNS

Public Works Director Dave Anderson reviewed street maintenance funding issues, including limited resources, deterioration rates, current funding sources and rapidly increasing costs for materials. He described the maintenance projects planned for the upcoming fiscal year, saying the four projects proposed were for Dry Hollow road, Second and Webber Street intersection, Mt. Hood Street and Bridge Street. He said the priority was to provide maintenance on the most heavily used streets to keep them from further deterioration.

Anderson provided information regarding potential new revenue sources including, moving the Northwest Natural Gas franchise fee revenue from the General Fund to Street Fund; providing a dedicated funding source for streetlights; implementation of a telecom tax; increasing the franchise fee for the PUD; implementing a franchise fee for Chenoweth Water PUD; and a future increase to the local fuel tax. Anderson said there would be approximately \$400,000 available in the upcoming fiscal year for maintenance projects.

There was discussion regarding a proposed legislative bill that would allow for local tax on cigarettes. City Manager Young said if that was a revenue, the City could then have the ability to place that money into the General Fund and shift the Northwest Natural Gas franchise fee to the Street Fund.

Mayor Lawrence asked what was included as debt in the Street Fund budget. Public Works Director Anderson said there was approximately \$60,000 of debt, with the remaining portion of that line item being transfers to other funds for large projects and equipment purchases.

There was a discussion regarding transportation systems development charges (SDC's). It was noted that revenue collected as SDC's could not be used for street maintenance project, only for new development.

In response to a question regarding maintenance of local access streets, City Manager Young said the City did not provide maintenance for local access streets. He said those streets could be improved through the local improvement district process, saying they were public right of way that had not been brought up to City standards and therefore not accepted as City streets.

Russ Brown said the County had oiled those roads in the past, but since the areas were annexed to the City, no maintenance was being done on them. City Manager Young said the State law did not allow money received from State gas tax to be spend on local access roads. He noted that while areas of property had been annexed into the City, the roads remained County roads until accepted by the City, when they met the City's standards.

Young said the City's Gravel Street Policy did allow for neighborhoods to pay for materials to pave a gravel street, if City funds were available for labor, and the City would complete the work. He said at this time, no funds were available for that program.

ADJOURNMENT

The meeting adjourned at 3:55 p.m.

Submitted by/
Julie Krueger, MMC
City Clerk

SIGNED:

Stephen E. Lawrence, Mayor

ATTEST:

Julie Krueger, MMC, City Clerk

RESOLUTION NO. 13-014

**A RESOLUTION CONCURRING WITH THE
MAYOR'S APPOINTMENT OF A COMMITTEE TO
REVIEW AND MAKE RECOMMENDATIONS
REGARDING THE CITY'S SIGN ORDINANCE**

WHEREAS, the City Council directed staff to advertise for membership to a committee to review and make recommendations regarding the City's Sign Ordinance; and

WHEREAS, the City Council desires to form a committee to assist in developing recommendations regarding the City's Sign Ordinance; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Committee Established. A committee is established for the purpose of reviewing and making recommendations to the Planning Commission and City Council regarding the City's Sign Ordinance.

Section 2. Appointment of Committee Members. The Mayor has selected the following persons to serve on the Committee:

Chris Zukin
Russ Brown
Nicki Kasper
Merlin Berg
John Layson
Doug Leash
Mark McCavic

Section 3. Committee Responsibility. The Committee shall identify proposals and recommendations regarding changes to the City's Sign Ordinance. The Committee shall provide recommended solutions to the Planning Commission and City Council.

Section 4. Effective Date. This Resolution shall be effective April 22, 2013.

PASSED AND ADOPTED THIS 22nd DAY OF APRIL, 2013

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

AND APPROVED BY THE MAYOR THIS 22ND DAY OF APRIL, 2013

SIGNED: _____
Stephen E. Lawrence, Mayor

ATTEST: _____
Julie Krueger, MMC, City Clerk

RESOLUTION NO. 13-015

**A RESOLUTION CONCURRING WITH THE
MAYOR'S RE-ESTABLISHMENT OF A COMMITTEE
TO REVIEW ECONOMIC DEVELOPMENT POLICIES**

WHEREAS, the City Council has a goal to promote economic development opportunities that will provide job creation and enhance the community's livability; and

WHEREAS, a Committee was formed in 2011 and provided recommendations to the City Council; and

WHEREAS, the City Council desires to continue working toward promoting economic development opportunities and receiving recommendations to make improvements; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Committee Re-Established. A committee is re-established for the purpose of providing recommendations to the City Council regarding the City's economic development policies and how they meet the needs of local businesses.

Section 2. Appointment of Committee Members. The Mayor has selected the following persons to serve on the Committee:

Mike Zingg
Matt Herriges
Andrea Klaas
Tom Wood
Jim Broehl

Section 3. Committee Responsibility. The Committee shall continue to identify procedural, rule and policy issues, either real or perceived, that inhibit the retention, growth and recruitment of business or the ability of staff to work toward pro-development resolutions of building and land use issues. The Committee shall provide periodic reports to the City Council.

Section 4. Effective Date. This resolution shall be effective April 22, 2013.

PASSED AND ADOPTED THIS 22ND DAY OF APRIL, 2013

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

AND APPROVED BY THE MAYOR THIS 22ND DAY OF APRIL, 2013

SIGNED: _____
Stephen E. Lawrence, Mayor

ATTEST: _____
Julie Krueger, MMC, City Clerk



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

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

AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE:	AGENDA LOCATION:	AGENDA REPORT #
April 22, 2013	Public Hearings 11, A	13-025

TO: Honorable Mayor and City Council

FROM: Gene E. Parker, City Attorney

THRU: Nolan K. Young, City Manager 

DATE: April 2, 2013

ISSUE: Public Hearing to review Accounting Report for demolition costs associated with abatement of dangerous building located at 600 East 12th, and adoption of Resolution No. 13-013 approving the accounting report and assessing the property owner and the property at 600 East 12th for the costs of the abatement.

RELATED CITY COUNCIL GOAL: None.

PREVIOUS AGENDA REPORT NUMBERS: #12-081.

BACKGROUND: On December 10, 2012, the City Council adopted Resolution No. 12-019 confirming that the structure located at 600 East 12th constituted a public nuisance as a dangerous building, and that demolition of the structure was an appropriate remedy. Resolution No. 12-019 provided that the property owner would have 30 days from the effective date of the resolution to secure the necessary permits to perform the demolition work, and in the event those permits were not obtained, the City could proceed with the demolition work. David Campbell, the owner of the property, did not obtain the required permits, and the City proceeded with the demolition of the structure.

Section 9 of General Ordinance No. 01-1241 provides that all costs to demolish a structure which has been determined to constitute a dangerous building, plus an administrative fee of \$500.00,

shall be assessed against the owner of the property as a personal obligation, and may be made a lien against the real property, in the manner prescribed by state law for enforcement of liens and collection of assessments. Section 9(A) of General Ordinance No. 01-1241 provides that the Director of Buildings (who is the City Code Enforcement Officer) shall prepare an itemized Accounting Report upon completion of the demolition work, and file the report with the City Clerk. The report is required to specify the work done, the itemized and total cost of the work, including the costs of any structural engineering report incurred by the City, a description of the real property upon which the building or structure was located, and the names and addresses of persons who are entitled to notice. Enclosed with this Agenda Staff Report is a copy of the Accounting Report prepared by the Code Enforcement Officer and City Attorney which was filed with the City Clerk. Pursuant to Section 9(B) of General Ordinance No. 01-1241, a copy of the Accounting Report, together with information as to the date and time of the hearing for the review of the Accounting Report, was sent by certified mail to the David Campbell, the owner of the property on April 5, 2013. Mr. Campbell was advised as to the process for providing any objections to the Accounting Report. Any objection has to be submitted in writing, contain a legal description of the property or sufficient information to identify the property, and the grounds for the protest.

Following the hearing, the Council has the ability to revise or modify the Accounting Report, or to accept the report as presented. Once the Council has approved the Accounting Report, it can adopt a resolution confirming the costs of the demolition work, which declares that the costs of the demolition are a personal obligation of the property owner, and that the costs can also be assessed against the real property as a lien. Resolution No. 13-013, confirming the costs of the abatement of the dangerous building, assessing the costs of the abatement as a personal obligation of the property owner and as a lien upon the property, is enclosed for the Council's review. The lien for such an assessment is collected in the same manner as a lien for a public improvement. Under this process, the property owner will have the option to pay the costs of the lien in full, or arrange to pay the lien in installments. An installment agreement provides for interest to be charged at the rate of ten percent per annum. If the lien is not paid in full or if arrangements are not made for an installment payment agreement, the City can foreclose upon the real property to collect the lien amount.

BUDGET IMPLICATIONS: Funds for the abatement of this dangerous building came from Fund 36, the Special Assessments Fund. Collection of the amount for the costs of the abatement will be placed back into Fund 36.

ALTERNATIVES:

- A. Staff Recommendation. *Move to adopt Resolution No. 13-013.*



CITY OF THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

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

TO: Mayor and City Council

FROM: Nikki Lesich, Code Enforcement Officer
Gene Parker, City Attorney

DATE: April 1, 2013

RE: Accounting Report for Demolition Work at 600 East 12th

Pursuant to the provisions of Section 9 of General Ordinance No. 01-1241, this Accounting Report for the demolition of the dangerous building located at 600 East 12th, The Dalles, Oregon, is being submitted to the Council for its review and approval. The real property upon which the structure was located is described as Assessor's Map No. 1N 3E CD Tax Lot 10200, and the legal description of the property is as follows:

The North 81 feet of Lots 1 and 2, Block 47, BIGELOW'S BLUFF ADDITION TO DALLES CITY, in the City of The Dalles, Wasco County and State of Oregon

The name and address of the person who is entitled to receive a copy of this Accounting Report is David Campbell, P.O. Box 198, Trout Lake, Washington 98650.

Enclosed with this Accounting Report is a copy of the structural engineering report dated June 28, 2011 prepared by Darrin Eckman of Tenneson Engineering. Also enclosed with this report is detailed itemization of the expenses incurred by the City to abate the dangerous building. The total costs for the abatement was \$42,813.87. A copy of the proposal submitted by Ziegenhagen Enterprises LLC, which was the contractor selected to perform the demolition work, and a copy of the contract for the demolition work, are also enclosed with this Accounting Report. The costs of the abatement included testing for and disposal of lead based paint and asbestos in the structure, demolition of the existing structure, removal of the concrete foundation and disposal of the concrete, placement of fill material to restore the site to the existing level grade, installing grass seed on the fill material, removing a dangerous tree, and repairing a sidewalk damaged during the use of large dumpsters to haul away various material.

Also enclosed with this Accounting Report are pictures showing the conditions of the structure and the property prior to the demolition work and pictures showing the conditions of the site after completion of the demolition work.



TENNESON
ENGINEERING CORPORATION
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

3313 WEST SECOND STREET, SUITE 100
THE DALLES, OR 97058

PHONE (541) 296-9177
FAX (541) 296-6657

June 28, 2011

Ms. Nikki Lesich
City of The Dalles Codes Enforcement
313 Court Street
The Dalles, Oregon 97058

Reference: Dangerous Building at 600 East 12th Street

Dear Nikki:

At your request, Tenneson Engineering Corporation has conducted an examination of the structure located at 600 East 12th Street, Assessor's Map IN-13E-3CD, Tax Lot 10200. This structure was examined by Darrin O. Eckman, Oregon Registered Professional Engineer No. 51430, on June 22, 2011. The inspection was based upon definitions outlined in the City of The Dalles General Ordinance #01-1241 *Concerning Abatement of Dangerous Buildings and Repealing General Ordinance #89-1081*. The structure in question is a two story, wood-framed residence with a partial basement approximately 28 feet east-west by 36 feet north-south with a 10 foot deep porch on the north side and small 6 foot by 8 foot addition on the south side. The structure appeared to be vacant, with first floor door and window openings covered with OSB sheathing. The outward appearance of the north and west sides of the building is relative good overall, with the exception primarily being broken windows. Upon visual examination, the south and east sides of the home showed significant roof and wall damage from fire. In addition, areas of the exterior wall, most notably on the east side, showed fire damage which could affect the lateral strength of the building. Based upon General Ordinance #01-1241, it is my professional opinion that this structure meets the definition of a dangerous building, under Section 2(A), Items 4 and 11.

Briefly summarized, it is my opinion that the lateral stability of the easterly wall and a portion of the easterly roof have been damaged by fire to the extent that it is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code (4). Due to the extent of the fire damage on the easterly portion of house and its lack of operable doors and windows, along with its lack of electrical and water service, leads me to believe that this structure is currently unsanitary and unfit for human habitation (11).

Thus, based upon the findings outlined above, it is my opinion that the structure is a dangerous building as defined by City Ordinance. It is also my opinion, however, that the structure is repairable with the removal or replacement of the southerly bump-out and reconstruction of the roof and easterly wall, along with portions of the second floor framing and all interior furnishings such insulation, sheet rock, wiring, etc.

Please feel free to contact me should you have any questions or comments concerning this report.

Sincerely yours,

TENNESON ENGINEERING CORPORATION
Darrin O. Eckman, P.E.



DOE:mp/b
<wo#13728>

12.31.11

March 29, 2013

Accounting Recap

Demolition of 600 East 12th Street

Prepared by: Nikki Lesich, Codes Enforcement Officer

TENNESON ENGINEERING SERVICES	\$ 650.00
LEAD SOLUTIONS	\$ 475.00
ZIEGENHAGEN ENTERPRISES	\$ 1,264.00
LEAD SOLUTIONS	\$ 400.00
ASBESTOS INSPECTION SERVICES	\$ 1,314.87
ZIEGENHAGEN ENTERPRISES, LLC	\$15,700.00
ZIEGENHAGEN ENTERPRISES, LLC	\$15,000.00
ZIEGENHAGEN ENTERPRISES, LLC	\$ 7,500.00
ZIEGENHAGEN ENTERPRISES, LLC	\$ 330.00
ASBESTOS INSECTION SERVICES	<u>\$ 180.00</u>
TOTAL COSTS	\$42,813.87



TENNESON

ENGINEERING CORPORATION

CONSULTING ENGINEERS • SURVEYORS • PLANNERS

Invoice

3313 WEST SECOND STREET, SUITE 100
THE DALLES, OR 97058

PHONE (541) 296-9177
FAX (541) 296-6657

BILL TO

CITY OF THE DALLES
313 COURT ST
THE DALLES OR 97058

DATE	INVOICE #
06/28/2011	11-287

W.O. NO.	TERMS	PROJECT
W. O. 13728	Due on receipt	13728 - Dangerou...

QTY	DESCRIPTION	RATE	AMOUNT
	Principal Engineer Services	650.00	650.00
	<p>W. O. 13728 Dangerous Building Inspection 600 East 12th Street</p> <p>NEW Lump Sum - \$650</p> <p>APPROVED FOR PAYMENT ACCT# <u>001-4000-31-10</u> DATE <u>6/29/11</u> BY _____ AMT <u>650.00</u></p>		
			<i>Contractual Services</i>

Thank you for your business! Payment address is 3313 West 2nd Street, Suite 100, The Dalles, OR 97058

Total	\$650.00
--------------	-----------------

Lead Solutions, Inc.
 1297 Sullivan Ct NW
 Salem, OR 97304

Invoice

Date	Invoice #
2/27/2013	3110

Bill To
City of The Dalles 313 Court Street The Dalles, Oregon 97058

P.O. No.	Terms	Project
	Net 30	600 E 12th St, The D...

Quantity	Description	Rate	Amount
	Toxicity Characteristic Leaching Procedure (TCLP) at 600 E 12th Street, The Dalles, Oregon 97058	475.00	475.00

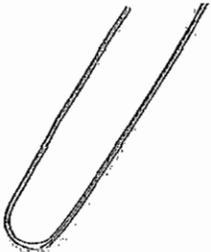
APPROVED
 ACCT # 0001-4000-424-31-10
 DATE 2-28-13 GP
 AMT 475.00

"Contract Services"

(Demolition 600 E. 12th)

Thank you for your business.	Total	\$475.00
------------------------------	--------------	----------

Phone #



COPY

Ziegenhagen Enterprises LLC

Invoice

5525 Five Mile Road
 The Dalles, OR 97058
 541-296-3420 - phone
 541-296-6854 - fax
 541-993-0314 - Cell
 zigs@gorge.net e-mail

Date
8/21/2012

To:
City of The Dalles Codes E. - City Attorneys Office The Dalles, OR 97058

Date	Description	Amount	Balance		
Scope of Work					
7/18/12	Take samples of building materials with paint on them from 600 E 12th street The Dalles - research regulations for residential structure to be demolished	6.5 hrs.	\$422.50		
to	Package and send samples for third party testing at quantem Laboratories	.75 hrs. (\$419 lab fees) (\$17 - postage)	\$484.75		
	Locate and coordinate XRF Machine testing of the the same site by Lead Solutions	1.5hrs	\$97.50		
8/21/12	prepare report to include site sample locations and description for the City of The Dalles to include marking sample sites in the future	3 hrs.	\$195.00		
APPROVED FOR PAYMENT ACCT # 001-4000-424-31-10 DATE 8-22-12 BY GP \$1,264.00					
Licensed - bonded - insured OR# 167975 WA# ZIEGEEEL947PD *make checks payable to Ziegenhagen Enterprises LLC					
Current	30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
\$1,264.00	\$00.00	\$00.00	\$00.00	\$00.00	\$1,264.00

"Contract Services"

Lead Solutions, Inc.
 1297 Sullivan Ct NW
 Salem, OR 97304

COPY

Invoice

Date	Invoice #
8/10/2012	2953

Bill To:
City of The Dalles 313 Court Street The Dalles, Oregon 97058

P.O. No.	Terms	Project
	Net 30	600 E 12th St, The D...

Quantity	Description	Rate	Amount
	XRF paint inspection Int/Ext components at 600 E 12th Street, The Dalles, Oregon 97058	400.00	400.00
APPROVED FOR PAYMENT ACCT # 001-4000-424-31-10 DATE 8-21-12 BY <u>OP</u> AMT 400.00		"Contract Labor"	
Thank you for your business.			Total \$400.00
Phone #			



**ASBESTOS
INSPECTION
SERVICES**

COPY

1-866-780-7688
P.O. box 1217
The Dalles, OR 97058
norm@asbestosinspection.com

Invoice No.
600E12st

Bill To:
The City of
The Dalles, OR

Ship To:

Customer ID:

Date	Description	Price	Unit Amount	Total
7-11-2012	Asbestos inspection hours (only 1/2 drive time charged)	\$60.00/hr.	4.25 inspection 1.0 drive (5.25 total)	\$315.00
7-12-2012	Office work	\$60.00/hr.	1.5 chain of custody, UPS time	\$90.00
7-12-2012	Shipping via UPS (2-day)	\$25.87	1	\$25.87
7-20-2012	Lab fees	\$13.00	68	\$884.00
7-23-2012	Inspection Report	\$0.00		0.00
7-23-2012	Amount is payable in full within 30 days of this invoice date			

Subtotal:	\$1314.87
Tax:	\$0.00
Shipping:	\$0.00
Balance Due:	\$1314.87

APPROVED FOR PAYMENT
ACCT # 001-4000-424-31-10
DATE 7-23-12 BY OP "Contract Labor services"
AMT \$1,314.87

Re: 600 E. 12th Street

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD DATE NUMBER	DESCRIPTION			
FUND 001 GENERAL FUND							
001-4000-424.31-10 OFFICIAL/ADMINISTRATIVE / CONTRACTUAL SERVICES							
1285		09/13 AP	03/20/13 0110970	DMV RECORDS SER	6.00		
				VEHICLE RECORDS CODES			
1252		09/13 AP	03/12/13 0110895	DALLES DISPOSAL	32.80		
				CODES SEUFALEMUA			
1236		09/13 AP	03/06/13 0110845	SAWTOOTH TECHNO	4.49		
				ISP PROVIDER			
1227		09/13 AP	03/05/13 0110807	LEAD SOLUTIONS	475.00		
				TOXICITY CHARACTERISTIC			
1141		08/13 AP	02/15/13 0110508	DMV RECORDS SER	24.50		
				VEHICLE RECORD			
1109		08/13 AP	02/13/13 0110460	STEELHEAD ENTER	250.00		
				ILLEGAL DUMP 822 FLORAL S			
1109		08/13 AP	02/13/13 0110407	DALLES DISPOSAL	24.07		
				CODES ENFORCEMENT			
1082		08/13 AP	02/05/13 0110353	SAWTOOTH TECHNO	4.49		
				CITY ISP PROVIDER			
986		07/13 AP	01/22/13 0110180	STEELHEAD ENTER	250.00		
				ABATEMENT 2700 W 7TH			
897		07/13 AP	01/09/13 0109904	DMV RECORDS SER	12.00		
				VEHICLE RECORDS			
921		07/13 AP	01/09/13 0109951	SAWTOOTH TECHNO	4.49		
				ISP PROVIDER			
897		07/13 AP	01/08/13 0109896	DALLES DISPOSAL	126.44		
				CODES VOUCHER PROG			
802		06/13 AP	12/12/12 0109568	DMV RECORDS SER	12.00		
				VEHICLE RECORDS CODES			
763		06/13 AP	12/05/12 0109521	SAWTOOTH TECHNO	4.49		
				ISP PROVIDER			
689		05/13 AP	11/19/12 0109284	DALLES DISPOSAL	8.05		
				DISPOSAL OF COUCH IN ROAD			
655		05/13 AP	11/13/12 0109225	LUCIANO TREE &	600.00		
				708 W 9TH ST			
655		05/13 AP	11/09/12 0109209	DMV RECORDS SER	16.00		
				DMV RECORDS			
640		05/13 AP	11/06/12 0109174	SAWTOOTH TECHNO	4.49		
				ISP PROVIDER			
478		04/13 AP	10/10/12 0108824	DALLES DISPOSAL	102.01		
				VOUCHER PROGRAM CODES			
478		04/13 AP	10/10/12 0108829	DMV RECORDS SER	2.00		
				VEHICLE RECORD			
478		04/13 AP	10/10/12 010884S	LUCIANO TREE &	600.00		
				1509 THOMPSON ABATEMENT			
464		04/13 AP	10/04/12 0108778	SAWTOOTH TECHNO	4.49		
				ISP PROVIDER			
373		03/13 AP	09/21/12 0108597	DALLES DISPOSAL	282.15		
				CODES ENFORCEMENT VOUCH			
343		03/13 AP	09/13/12 0108441	HOME DEPOT COMM		95.88	
				CREDIT RETURN 30 SPIKE			
310		03/13 AP	09/06/12 0108382	SAWTOOTH TECHNO	4.49		

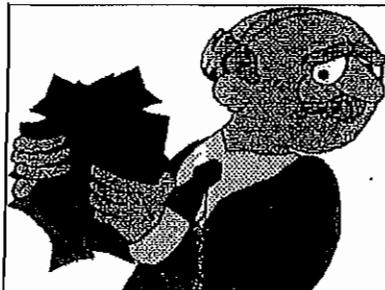
GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE
FUND 001 GENERAL FUND										
001-4000-424.31-10 OFFICIAL/ADMINISTRATIVE / CONTRACTUAL SERVICES							continued			
						ISP PROVIDER				
256		02/13 AP		08/27/12	0108330	ZIEGENHAGEN ENT		1,264.00		
						BLDG MATERIALS				
256		02/13 AP		08/27/12	0108288	LEAD SOLUTIONS		400.00		
						XRF PAINT INSPECTION				
256		02/13 AP		08/27/12	0108319	STEELHEAD ENTER		750.00		
						LOT MAINTENANCE				
189		02/13 AP		08/16/12	0108100	DALLES DISPOSAL		150.32		
						CODES ENFORCEMENT				
196		02/13 AP		08/15/12	0108152	SAWTOOTH TECHNO		4.49		
						ISP PROVIDER				
189		02/13 AP		08/15/12	0108106	DMV RECORDS SER		2.00		
						VEHICLE RECORD				
189		02/13 AP		08/15/12	0108126	LUCIANO TREE &		700.00		
						509 E 10TH ST CODES				
162		02/13 AP		08/09/12	0107990	DALLES IRON WOR		146.40		
						4"X4" BOX TUBE				
162		02/13 AP		08/08/12	0108010	HOME DEPOT COMM		346.47		
						WOOD, SCREWS, PAINT				
162		02/13 AP		08/08/12	0108010	HOME DEPOT COMM		2.85		
						1 X 2 BOARD				
162		02/13 AP		08/08/12	0108010	HOME DEPOT COMM		20.66		
						1 X 2 BOARD				
162		02/13 AP		08/08/12	0108003	FLI		950.00		
						ABATEMENT				
79		01/13 AP		07/24/12	0107847	ASBESTOS INSP		1,314.87		
						600 E 12TH				
58		01/13 AP		07/17/12	0107754	LUCIANO TREE &		500.00		
						324 E 14TH ST CODES				
8		01/13 AP		07/05/12	0107615	SAWTOOTH TECHNO		4.49		
						ISP PROVIDER				
6		01/13 AP		07/03/12	0107612	PETTY CASH-PUNC		700.00		
						PETTY CASH PUNCTURE VINE				
						ACCOUNT TOTAL	.00	10,111.00	95.88	10,015.12
						FUND TOTAL	.00	10,111.00	95.88	10,015.12
						GRAND TOTAL	.00	10,111.00	95.88	10,015.12



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

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



CHECK REQUEST

DATE: March 27, 2013 AMOUNT: \$ 15,700.00

PAY TO: Ziegenhagen Enterprises LLC
Payment in full

REASON: CONTRACT #13-006 Demolition of Residential Structure at 600 E 12th St

ACCOUNT(S) #: 036-3600-419.31-25

REQUESTED BY: Nikki Lesich DEPT. APPROVAL: Gene E. Amber

PLEASE SEND CHECK TO THE CODES DEPARTMENT

COPY

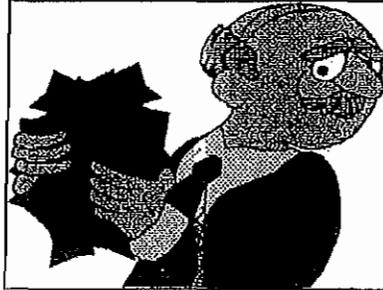


CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

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

COPY



CHECK REQUEST

DATE: March 18, 2013 AMOUNT: \$ 15,000.00

PAY TO: Ziegenhagen Enterprises LLC

DRAW

REASON: CONTRACT #13-006 Demolition of Residential Structure at 600 E 12th St

ACCOUNT(S) #: Abatements: 036-3600-419.31-25

REQUESTED BY: Nikki Lesich

DEPT. APPROVAL: *Nicklas K. Gray*
Gene Parker

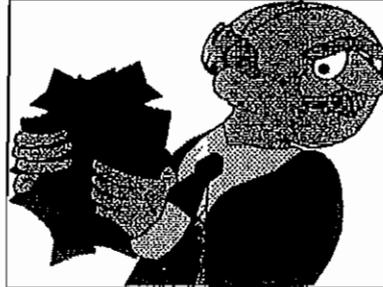
PLEASE SEND CHECK TO THE CODES DEPARTMENT



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

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



CHECK REQUEST

DATE: March 7, 2013 AMOUNT: \$ 7,500.00

PAY TO: Ziegenhagen Enterprises LLC

REASON: Abatements: Special Fund

ACCOUNT(S) #: 036-3600-419.31-25

REQUESTED BY: Nikki Lesich

DEPT. APPROVAL: Gene E. Murker

PLEASE SEND CHECK TO THE CODES DEPARTMENT

Ziegenhagen Enterprises LLC

Invoice

5525 Five Mile Road
 The Dalles, OR 97058
 541-296-3420 - phone
 541-296-6854 - fax
 541-993-0314 - Cell
 zigs@gorge.net e-mail

Date
1/2/2013

To:
City of The Dalles Codes E. - City Attorneys Office The Dalles, OR 97058

Date	Description	Amount	Balance	
	Scope of Work			
12/31/12	Take measurments of areas of the residintial structure at 600 E 12th street The Dalles that tested positive for lead	2.25hrs	\$135.00	
to	calculate square footages of these areas and compile them in a report for use by The City of The Dalles to solicit bids for the demolition and removal of the structure.	3.25hrs	\$195.00	
1/2/13				
<p>APPROVED FOR PAYMENT ACCT # 001-4000-454 #036-3600-419. 31-25 DATE 1-3-13 BY GP "Abateements" AMT 330.00</p> <p>Licensed - bonded - insured OR# 167975 WA# ZIEGEEL947PD *make checks payable to Ziegenhagen Enterprises LLC</p>				
Current	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
\$330.00	\$00.00	\$00.00	\$00.00	\$330.00



**ASBESTOS
INSPECTION
SERVICES**

1-866-780-7688
P.O. box 1217
The Dalles, OR 97058
norm@asbestosinspectionsservices.com

Invoice No.

Bill To:

Pay to:

TCTD-1-3-
2013

The City of The Dalles

Asbestos Inspection Services, LLC
PO Box 1217
The Dalles, OR 97058

Customer ID: TCTD

Date	Description	Price	Units	Total
1-3-2012	Travel, site work, office work	\$60.00	3	\$180.00
<p>APPROVED FOR PAYMENT ACCT # 001-1000-124 #036-3600-419.31-25 DATE 1-3-13 BY GP Fund 036 Abatement AMOUNT 180.00</p>				

Subtotal:	\$180
Tax:	0
Shipping:	0
Balance Due:	180.00

Invoice amount due immediately.

PREPARED 03/28/2013, 16:54:25
 PROGRAM GM360L
 City of The Dalles

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 09/2013

GROUP NBR	PO NBR	ACCTG PER.	----	TRANSACTION----	DESCRIPTION	YTD/CURRENT ENCUMBRANCE	DEBITS	CREDITS	CURRENT BALANCE	
FUND 036 SPECIAL ASSESSMENTS FUND										
036-3600-419.31-25 OFFICIAL/ADMINISTRATIVE / ABATEMENTS										
1312		09/13	AP	03/28/13	0111122	ZIEGENHAGEN ENT	15,700.00			
						DEMO 600 E 12TH ST CONT				
						CONTRACT #13-006				
1285		09/13	AP	03/19/13	0111003	ZIEGENHAGEN ENT	15,000.00			
						DEMO RES 600 E 12TH				
1227		09/13	AP	03/07/13	0110865	ZIEGENHAGEN ENT	7,500.00			
						SPECIAL FUND				
897		07/13	AP	01/04/13	0109963	ZIEGENHAGEN ENT	330.00			
						600 E 12TH ST				
897		07/13	AP	01/04/13	0109881	ASBESTOS INSPEC	180.00			
						600 E 12TH ST				
						ACCOUNT TOTAL	.00	38,710.00	.00	38,710.00
						FUND TOTAL	.00	38,710.00	.00	38,710.00
						GRAND TOTAL	.00	38,710.00	.00	38,710.00

PROPOSAL

Proposal of ZIEGENHAGEN ENTERPRISES LLC (hereinafter called **PROPOSER**), organized and existing under the laws of the State of OR, doing business as * (*Insert "a corporation", "a partnership", or "an individual", as applicable) LIMITED LIABILITY COMPANY to the **CITY OF THE DALLES**, (hereinafter called **OWNER**).

In compliance with your Advertisement for Proposals, **PROPOSER** hereby proposes to perform all work necessary for

CONTRACT NO. 2013 - 006
DEMOLITION OF EXISTING RESIDENTIAL STRUCTURE - 600 EAST 12TH STREET

in strict accordance with the contract documents, within the time set forth herein, and at the prices stated below.

By submission of this Proposal, each **PROPOSER** certifies, and in the case of a joint Proposal each party certifies as to his own organization, that this Proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.

PROPOSER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **thirty (30) days** of issuance of the Notice to Proceed.

PROPOSER in supplying this proposal acknowledges the receipt of the Contract Document package.

PROPOSER further acknowledges receipt of the following Addenda:

No. 1	<u>23</u>	Date	<u>1/24/2013</u>
No. 2	<u>23</u>	Date	<u>1/30/2013</u>
No. 3		Date	

PROPOSER agrees to perform all the work described in the contract documents for the not to exceed cost listed below.

PROPOSER shall include the following information in this Proposal (ATTACH sheets as necessary):

A. Organization Description

Provide a short resume of the organization including the types of demolition services performed by the firm.

B. References

Furnish a list of references (three (3) minimum) and phone numbers that can be contacted regarding firm performances.

C. Project History

Supply a description of the experience your company has had within the last 10 years with projects similar to the one described in the contact documents. Include the name and phone number of a knowledgeable contact person other than members of your firm that can be reached regarding projects.

D. Statement of Work and Product

Provide a brief narrative indicating an understanding of the project and a clear statement of the final product.

E. List of Qualifications

Proposers shall provide all information requested concerning the Proposer's qualifications. The information requested is specifically described in Section 1.4.7 of Part 3, Conditions of the Contract.

Cost of Proposal:

\$ 42,750
(Not to Exceed)

PROPOSER acknowledges through the submission of this Proposal that the work to be performed in this project shall require close coordination with the Owner.

Respectfully submitted,

Scott A. Ziegenhagen (Proposer Sign)

SCOTT A. ZIEGENHAGEN (Print Name) Date 2/12/2013

Phone 541-296-3420 E-mail ZIGS@GORGE.NET

Address 5525 FIVE MILE RD Mailing Address SAME
THE DALLES, OR 97058 (if different)

Federal Tax ID# 74-3155884

SEAL (if Proposal is by a Corporation)

ATTEST:

Proposer resident of Oregon Yes No

3.2.1 UNDERSTANDING OF REQUESTED SERVICES:

- Upon issuance of notice to proceed: Provide the city with all the required documentation to include certificate of insurance. File for Physical constraints permit with the city. Call the locate hotline to locate any utilities on the entire lot. Make sure that the natural gas line is capped off in a location past potential disturbance from demolition. Contact Lead Solutions to have a representative sample taken from the entire structure to be demolished and have a TCLP test performed as required by the "Special Waiver Permit" process required to dispose of the demolition waste in the Wasco county land fill. Obtain Special Waiver Permit if TCLP is below the legal threshold to be allowed in the Wasco County landfill – (this is the expected result). If TCLP test shows representative sample of demo waste needs to be treated as hazardous waste and disposed of in the Arlington landfill – start the process to obtain all the necessary permits to accomplish that. Set date for removal and disposal of asbestos (they need to alert DEQ 10 days before they start abatement) while other permit processes are under way. Inspect the structure for the presence of any contaminants to include mercury thermostats, lead piping, containerized paints or solvents and safely remove and dispose of them, if any, according to applicable laws. Take all necessary steps to ensure that removal and disposal of any substance taken from the site is in accordance with all federal, state and local regulations (EPA, DEQ, OSHA, Wasco County Landfill, City of The Dalles)

Once all the particulars of the demolition are determined inform/coordinate with the city on the scheduling of the stages of removal of the structure and keep them informed of the schedule and progress as it develops. Meet with all adjacent neighbors to inform them of the project in general and its schedule; see if they have any special concerns', and to get permission for workers to walk onto their property to pick up any debris that may blow into the yard. Answer any questions we can up front, introduce ourselves and try to ease any tensions or possible conflicts. Provide City with a synopsis of the coordination with the neighbors so that it can be prepared for possible questions/concerns'. Also provide the city with a synopsis of how we will try as best as possible to address their concerns' – and if we can't fully do that ... why we can't.

Before the main structure demo work begins coordinate with the City to cordon off the sidewalks along 12 street and Jefferson street that abut the lot at 600 E 12st (the property) . Cordon off the parking along those streets as well only in areas adjacent to the property. Have pre-work meeting with all subcontractors and drivers delivering or picking up demolition debris, equipment go over access to the property and communicate being considerate to neighbors and traffic. Have a meeting with all

personnel on the ground at the site. Do a walk around the structure, lot and neighborhood pointing out safety concerns' and to get a feel for the site. Schedule delivery of onsite toilet. Schedule delivery of excavation equipment and dumpster containers for round robin removal of the structure and concrete foundation and floor so that only natural subgrade remains. Schedule the delivery of natural fill material to fill the site back up to a level grade even with the existing yard.

Begin the demolition of the remaining parts of the structure having been made free of any material that needs special disposal considerations. Have a spotter on site that looks for people ignoring the barriers on the sidewalks so that they can signal demo to stop until they pass. Have people watch for debris blowing off the structure and into the street or neighboring lots – immediately pick it up. Cleanup site each day to help reduce any blowing of debris off site. Make sure to not start noisy operations until 8:00 AM and to stop by 6:00 PM. Everyone on site will wear proper protective clothing to include bright vest and hard hats, and gloves.

Once all debris is removed bring in natural fill material to fill the grade back up to the existing yard level. Care will be taken to have water on site by this time, if needed to keep dust down and to aid in the proper compaction of the fill material as it is placed on site.

Throughout the entire process Immediately contact the City if anything out of the ordinary occurs: contact with unhappy citizens (if any), any sort of accident or unexpected site condition's that the City should know about etc.. Keep accurate daily log of activities.

The project will be complete when the entire structure has been removed to include the concrete foundation and basement walls and floor. The lot will be brought back up to existing elevation with natural clean fill material. Any utilities' located during the demo process will be marked in such a way that they can be located again. Lot will be clean of any demolition debris. All subcontractors will be paid in full with the payment of the contract. City provided with a copy of all necessary documentation and daily logs of activity and receipts for all payments made. Any temporary accounts for utilities' will be paid in full and closed. City issues written confirmation that the project is completed to including any new negotiated scopes of work. Remove on-site toilet. Hydro seed or broadcast grass seed on lot to promote grass growth for dust control and overall appearance of lot.

- 2011 Ziegenhagen Enterprises LLC was hired to remove existing siding and windows on the ODF/ODFW state office building and replace them with new. The painted cedar lap siding on this building tested positive for lead and the resulting TCLP test was found to be over acceptable levels for the local landfill. We had to remove the siding and dispose of it in a safe a legal manner as it was classified as hazardous waste. We had to apply for and obtain all the necessary permits to do this and provided copies of the documentation to ODF/ODFW. This work was completed for a contract price of 30% less than the next lowest bidder. Work was completed for original contract price plus additional amounts for extra work that arose from unforeseen structural fixes needed under the siding. Project timeline was extended because of weather issues with the painting B) reference for this work Dave Jacobs ODF site manager 541-296-4626

2010 Ziegenhagen Enterprises LLC was hired to demolish a two story partially burnt residential home in Hood River. This work was completed using the local transfer station and their dumpsters, in the same way as we would complete the demolition and removal of the residential home at 600 E12th ST. This particular home had to be removed on budget and on time so that the construction of a new home on that site could begin. We completed the work on time for the original contract price. B) reference Phil Needham – Needham Construction 541-340-0038

2010 Ziegenhagen Enterprises LLC was hired to demolish and pile and burn a 3 story wood barn with some concrete near Maupin Oregon. The project was completed within the allotted timeframe and for the original price B) reference Ruth Lindley – Lindley Ranch 541-395-0998

2006-2011 Demolition of a burnt shop structure and demolition and removal of an abandoned single wide manufactured home. I have also done many excavation projects and concrete work for this same customer over the years – he is a neighbor of mine. Both projects where completed for the original contract price and within in the allotted timeline. B) reference Greg Gustafson 541-980-0078

3.2.2 PROPOSERS GENERAL QUALIFICATIONS:

Ziegenhagen Enterprises LLC (Z-ent.llc) is a limited liability company based out of The Dalles, Oregon. Z-ent.llc is licensed and bonded to do construction work in Oregon (OR# 167975) and Washington State (WA# ZIEGEEL947PD). We do both residential and commercial work to include demolition, new construction, repair , remodel , addition, excavation, concrete , pole barns – most every form of construction except plumbing , electrical, and landscaping. Z-ent.llc

was started and has been located in Wasco county since 2005. Z-ent.llc is managed by its only two members/owners Scott A. Ziegenhagen and Norman A. Sharp. Z-ent.llc has no employees.

Z-ent.llc has demolished entire residential structures, including a two story home in Hood River that was partially burnt. Z-ent.llc has demolished and cleaned up a burnt garage in Wasco County outside the City limits of The Dalles. Z-ent.llc has demolished several large agricultural barns one three stories in height. Z-ent-llc has removed lead contaminated siding from a commercial structure in The Dalles. Z-ent.llc on at least three occasions has hired IRS Environmental to remove asbestos from residential structures we were working on. Z-ent.llc has extensive experience operating heavy equipment in close proximity to other structures and coordinating large projects under time and monetary constraints for private and government entities in The Dalles to include Google , \$49,000 project for Oregon dept. of Transportation, Oregon Dept. of Forestry, and Oregon Dept. of Fish and Wildlife.

- Experience with recent similar scope of work projects are outlined in section 3.2.1 above. In addition to those jobs Z-ent.llc project manager and equipment operator Scott A. Ziegenhagen has extensive experience with public service (7 years as a wildlife biologist for Oregon Dept. Fish and Wildlife in The Dalles) and dealing with the public and neighboring homeowners to greatly reduce the amount of discontent on the part of people living next to and traveling through the project areas. The 7 years as a wildlife biologist also gave Scott experience dealing with Federal , State, and local governments navigating rules and regulations and coordinating multi-jurisdictional projects. Norm A. Sharp Z-ent.llc other owner operator has coordinated several projects requiring the removal of asbestos and has used IRS Environmental for all of those projects. Norm himself is a certified asbestos project manager and risk assessor. Norm has 20 years construction experience and running crews on projects. Scott has another 7 years' experience with construction in Wasco county.

3.2.3 PROPOSERS CAPABILITIES:

Z-ent.llc's capabilities are outlined and demonstrated in the responses to 3.2.1 and 3.2.2 above. The two story home we demolished in Hood River in 2010 took less than 12 days.

- Z-ent.llc's approach to adjusting schedules when needed and or adjusting level of effort in order to meet a schedule and stay within a stated budget.

Our approach to adjusting schedules is one of early and often communication with the owner/manager of the project and all subcontractors to make any needed changes in schedule run a smoothly as possible. We have back up bids for all work in case one sub

cannot meet time constraints for whatever reason. We have a network of small local licensed bonded reputable contractors that we call upon from time to time for help and in turn we help them out as well. This approach of not putting all our eggs in one basket keeps our labor force and resource base fluid and responsive to conditions that arise during the course of the project. If schedule is falling behind we can bring in more resources like rent another piece of equipment or bring on more people as needed to get back on schedule.

Z-ent.llc owns its own excavator, dump truck, jack hammer, and concrete saw capable of removing the entire structure without the use of outside help. We chose in this case to rent and hire out other resources to assure the project gets done quickly, but in the event that there is a gap in outside help Z-ent.llc can make progress on its own.

3.2.4 PROJECT TEAM AND QUALIFICATIONS:

Project Team:

Ziegenhagen Enterprises LLC (5525 Five mile road, The Dalles) Project managers Scott A. Ziegenhagen and Norm A. Sharp. Both committed to the 600 E12th St demo project. Scott A. Ziegenhagen will also operate the excavator that tears the building down (8 years experience operating excavators).

BBSI (Barret Buisnes Services, Inc.)3591 Klindt Drive, Suite 100, The Dalles. Will provide workers with workers comp protection to Ziegenhagen Enterprises LLC for site monitoring and hand cleanup of demolition debris.

IRS Environmental or Portland Inc. :(777 Armco Ave., Hillsboro, OR 97123) they will provide for the removal and disposal of the asbestos. They can also be called upon for the removal and/or disposal of any debris (fails TCLP test) that cannot be disposed of at The Wasco county Landfill.

Lead Solutions, Inc. :(1297 Sullivan CT NW, Salem, OR 97304) Will complete taking and the testing of a representative sample of the house at 600E12th St to determine its TCLP test value.

Peterson Cat of The Dalles: (1238 W 2nd Street, The Dalles) Will provide for the rental of excavators, dump trucks, concrete breakers as needed to complete the project.

Monte Wasson Excavating: (6088 eight mile road, The Dalles) Can provide clean local fill material to bring the lot back up to grade. Over 20 years local experience.

The Dalles Transfer Station:(1317 W 1st st. ,The Dalles) They will provide 30 yard dumpsters and transport the demo debris to the landfill.

Qualifications and documentation follow:

Part 3 1.4.7

(Proposers shall provide all information requested concerning the Proposers qualifications. The information requested is specifically described in section 1.4.7 of part 3, Conditions of the contract.)

See attached qualification documents (Appendix A) to satisfy part 3 section 1.4.7 A,B,

C) No penalties' paid for not completing contractual requirements, because of cost overruns, and/or liquidated damages.

D) No citations levied by any Federal, State, or local government agency related to asbestos abatement.

E) No legal proceedings, lawsuits or claims ever filed for asbestos related activities.

F) 3M disposable coveralls (SMMMS)(MRO)(ASTM D2859-96)

Standard decontamination shower (HM1001C)

North 700 series full face-piece air purifying respirator

Pulman-Holt Wet/Dry Asbestos Vacuum Cleaner Model # 102ASB-12P

ACSI Forced Air 700 Portable HEPA Filtration Unit

Milwaukee Heavy Duty Orbital sawzall

3.2.5 SUPPORTING SERVICES:

See "project team" list in section 3.2.4 above.

Z-ent.llc also has its own safety program in accordance with OSHA rules and regulations administered by Scott A. Ziegenhagen who was the station safety officer for the Oregon Dept. of Fish and wildlife for 7 years.

Z-ent.llc owns its own excavator, dump truck, jack hammer, and concrete saw capable of removing the entire structure without the use of outside help. We chose in this case to rent and hire out other resources to assure the project gets done quickly, but in the event that there is a gap in outside help Z-ent.llc can make progress on its own.

3.2.6 PRICE/VALUE

Being a local business hiring local subs except for asbestos abatement and TCLP testing where no local subs exist we can keep overhead lower and reduce the cost of worker housing and travel expenses. Z-entllc has done this kind of work before locally and has a good grasp on the cost of the project and has priced it accordingly.

Additional value to the City is the fact that 93.5% of the contract price will be paid to businesses and workers that live, work, and spend their money in The Dalles (have The Dalles addresses).

Z-ent.llc has outlined a plan to reduce tensions with neighbors and help keep the City on the best terms possible with them which is an added value for the City.

Z-ent.llc has also never been over budget or taken longer than the time allotted for any of its demolition projects.

Z-ent.llc will leave the lot clean and flat and seeded with new grass for dust control and aesthetic value.

Z-ent.llc will keep accurate and pertinent records (TCLP test, Special Waiver Permit, etc.) and daily logs and present the City with a copy of them at the end of the project.

Appendix A to Follow:

includes next 16 pages



FULL SCALE ASBESTOS ABATEMENT CONTRACTOR LICENSE

Department of Environmental Quality
2020 SW 4TH Ave, Suite 400
Portland, OR 97201
Telephone: (503) 229-5982

Issued in Accordance with the Provisions of ORS 468A.710

ISSUED TO:

IRS ENVIRONMENTAL OF PORTLAND, INC.
777 SW ARMCO AVE
HILLSBORO, OR 97123

LICENSE NUMBER:

FSC525

EXPIRATION DATE:

JANUARY 1, 2014

INFORMATION RELIED UPON:

Asbestos Abatement Contractor License Application submitted: December 11, 2012
November 8, 2011

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY



David Monro Air Quality Manager
Northwest Region Office

1/3/2013

Date

The contractor named above is herewith authorized to conduct asbestos abatement in the State of Oregon subject to the terms and conditions of Oregon Administrative Rules (OAR) Chapter 340 Division 248, including the conditions listed below.

1. The contractor shall ensure that each worker performs asbestos abatement work in compliance with OAR 340-248-0010 through 340-248-0290 and other applicable state and federal asbestos abatement regulations.

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 155646

This document certifies that:

IRS ENVIRONMENTAL OF PORTLAND INC
777 SW ARMCO AVE
HILLSBORO OR 97123

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 1.

License Details:

EXPIRATION DATE: 06/02/2013
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$75,000
INSURANCE: \$5,000,000 / \$5,000,000
RMI: BRUCE KORUM
HOME INSPECTOR CERTIFIED: NO



OREGON X WASHINGTON
777 S.W. ARMCO AVENUE X HILLSBORO, OREGON 97123
(503) 693-6388 FAX (503) 693-7221

ASBESTOS X LEAD
ENVIRONMENTAL
SERVICES

CCB#155646
WA#IRSENI*972N5

Asbestos Abatement Standard Operational Procedures

I. Building Security & Protection

A. 'Asbestos Danger' warning signs will be posted at all potential entrances and exits to work areas, as required by OSHA, and any additional signage as required by any local or state agencies. Warning banner tape, rope, physical barriers, locked doors, etc., as appropriate, will be used in addition to help keep unauthorized persons out of the demarcated work areas.

B. All existing fixed equipment and building finishes that are to remain will be protected. Existing systems and functions are to be protected from damage during the abatement process. Extra precautions are to be taken in protecting existing electrical panels, light fixtures, etc.

C. External surfaces of contaminated containers and equipment will be thoroughly cleaned by wet sponging and HEPA vacuuming.

II. Air Monitoring

A. Personnel air monitoring during abatement:

1. Personnel air monitoring will be done during asbestos abatement in each work area. Sampling will begin when asbestos removal begins. Samples are to be taken during each 8-hour shift until abatement is completed in that work area, or until not required as per 29 CFR 1926.1101 or equivalent state regulations.
2. The on-site Supervisor will determine which worker(s) in each work area is most likely experiencing the most severe exposure. This is the "most contaminated worker(s)." An eight-hour time weighted average (TWA) and 30-minute excursion samples will be collected on these worker(s).
3. The number of air samples collected will be determined by the on-site Supervisor and may be altered during the project based on work activity and air sampling results.

B. Clearance air sampling:

1. All asbestos clearance air sampling will be done in accordance with EPA - AHERA when working in schools, DEQ when working in Oregon, Labor and Industries when working in Washington State, or applicable local or State Air Pollution Control Authority.
2. Clearance air sampling after abatement work inside a negative pressure enclosure (NPE) will be aggressive. Work done outside NPE's or outdoors will be sampled using non-aggressive sampling methods, as permitted by the appropriate local authorities.
3. Analysis of clearance samples will be by Phase Contract Microscopy (PCM) or Transmission Electronic Microscopy (TEM) as appropriate. The liters per minute will range for clearance air sampling pumps, will be between 1 to no more than 10 liters per minute, for a total number of liters between 1200 to 3000 liters.

III. Personal Protection & Site Security

A. Personal Protective Equipment for Asbestos Removal Includes:

1. Work clothes will consist of disposable full-body coveralls and head and foot covers ("Tyvek" or approved), boots, or sneakers. Eye, hearing and fall protection, and hard hats will be available as appropriate.
2. Respirators will be approved by the National Institute for Occupational Safety and Health (NIOSH) and accepted by OSHA. Respiratory protection will provide workers with a maximum calculated fiber level of 0.01 fibers/cubic centimeter (f/cc).
3. Workers will be provided with a selection of brands and sizes of respirators to choose from. At a minimum, all workers will be qualitatively fit-tested at the time of respirator selection and at least annually thereafter. A supply of replacement filter cartridges and replacement parts will be available as needed. Cartridges that have become wet or clogged will be replaced immediately.
4. Each worker will, upon entering the jobsite - remove street clothes in the clean change room, put on and fit-check his respirator, put on clean protective clothing and sign in on the 'Worksite Entry Logbook' before entering the equipment room or the work area.
5. Workers will, each time they leave the jobsite - remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove and dispose of disposable work clothes; remove and store shoes, boots and other equipment except respirators; still wearing the respirator, proceed to the showers, clean the outside of the respirator with soap and water while showering; remove the respirator, thoroughly wash themselves; remove filters, dispose of filters in the container provided for the purpose, and wash and rinse inside of respirator.
6. Workers will not eat, drink, chew gum or apply makeup at the worksite except in a designated break room. Smoking or using tobacco products is prohibited.
7. Workers will be protected with respirators and protective clothing prior to the first disturbance of asbestos-containing or contaminated materials and until final cleanup is completed.

B. Worker Decontamination Enclosure System (Decon):

1. A worker decontamination chamber will be established for all Class I and Class II asbestos work performed in a building. A personnel decontamination facility immediately outside of the isolated work area consisting of three chambers and two air locks as follows:
 - a. The equipment room will consist of an air lock to the shower room, and a curtained doorway to the work area.
 - b. The shower room will have two air locks, one to the equipment room and one to the clean room. All showers will have running water and will be installed in this room. There will be a supply of soap, shampoo and towels at all times in the shower area. Shower wastewater will be filtered to remove all fibers larger than 5 microns and as required by local regulations, before disposal in the municipal sewer system, or will be collected and disposed of as asbestos-contaminated material. Water filters will be disposed of as asbestos-contaminated material.
 - c. The clean room will consist of an air lock to the shower room and a curtained doorway to the adjacent building area. The clean room will contain a first aid kit, storage for workers and visitors - clothing and shoes, a place to sit down and the Worksite Entry Logbook.

2. Asbestos abatement work will not begin unless this system is functional, in good repair and has been found acceptable.
3. If it is not feasible for safety or logistic reasons to have an adjacent decontamination unit or where the work is done outdoors, a remote decontamination procedure can be used.

IV. Tools & Equipment

- A. Water Sprayer - The water sprayer will be an airless or other low-pressure sprayer for amended water application.
- B. Air Purifying Equipment - Air purifying equipment will consist of High-Efficiency Particulate Air (HEPA) filtration systems. Each unit will be capable of variable volume from a minimum of 500 CFM to at least 1700 CFM under load and will have at least 2 stages of pre-filtration ahead of the HEPA final filter. No air movement system or air equipment will discharge asbestos fibers outside the work area, unless it has been HEPA filtered through these units.
- C. Pressure Differential Monitoring Equipment - A combination sensing, alarm and recording device will be in operation at all times during use of the HEPA air - purifying equipment.
- D. Water Purification Equipment - Filtration equipment capable of removing fibers nominally 5 microns in length or as required by local regulations, from water used in abatement work and decontamination showers.
- E. Vacuum Equipment - All vacuum equipment utilized in the work area will be HEPA vacuum equipment, and suitable for wet/ dry usage.
- F. Scaffolding - Scaffolding, as required to accomplish the specified work, will meet all applicable safety regulations.
- G. Transportation Equipment - Transportation, as required, will be suitable for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property. Equipment will have a hard top, bottom and sides. If equipment is rented, notify rental agency in advance, in writing, of intended use of equipment.
- H. Electrical - Electrical tools, equipment and lighting will meet all applicable codes and regulations. Ground fault protection, as required by OSHA and state regulations, will be in effect at all times. Contractor will take all additional precautions and measures necessary to ensure a safe working environment during wet removal.
- I. Glove bag - Glove bags will be clean polyethylene bags seamless at the bottom with pre-printed asbestos warning labels, 6-mil plastic with attached arms and latex gloves.
- J. Other Tools and Equipment - Provide other suitable tools for removal, enclosure, encapsulation, patching, and disposal activities including but not limited to: hand-held scrapers, wire brushes, sponges, and rounded-edge shovels.

V. Work Area Preparation

- A. **Full Isolation Containment for Class I & Class II Work**
 1. Contractor will perform the following isolation procedures in this order:
 - a. Shut down and isolate the HVAC systems to prevent contamination and fiber dispersal. Coordinate with the owner and maintenance personnel prior to shutdown.
 - b. Coordinate all electrical, safety and other service connections, requirements and equipment with appropriate individuals. If any system is found to be defective or not operating satisfactorily, the building owner will be notified.
 - c. Install barriers - seal off openings, including but not limited to doorways, windows, and other penetrations of the work area, with critical barriers, except openings for HEPA air-purification system to be exhausted to the outside. Solid critical barriers will be constructed from a minimum of 2"x 4" studs, 16" o.c., plywood or drywall sealed tight

and covered on both sides with 2 layers of 6-mil polyethylene sheeting. Where doors exist, sealing may be done by closing the door, sealing with tape on both sides, then covering both sides with two layers of plastic sheeting.

- d. Pre-clean moveable objects, such as furniture, carpeting and equipment to be removed within the proposed work areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate. Remove these objects from the work areas to a temporary location, or consolidate such objects away from removal work and enclose with critical barriers.
 - e. Pre-clean fixed objects within the work area, using HEPA-filtered vacuum equipment and/ or wet cleaning methods as appropriate, and cover with polyethylene. Equipment that must continue operating will be enclosed and ventilated to avoid damage as necessary.
 - f. Set-up the worker decontamination enclosure system (decon).
 - g. Install HEPA air-purifying equipment pressure differential fan system to ensure lower static pressure in the isolated work area than in surrounding areas. The airflow will pass through all parts of the isolated work area towards the air purifying equipment and minimizing air contamination levels at abatement worker breathing zones. Discharge from air-purifying equipment will be ducted outside the building. Use one or more units of capacity as recommended by the manufacturer for the air volume of the isolated work area, but in no case will air flow be less than 4 air changes every 60 minutes.
 - h. Cover floor and wall surfaces with plastic sheeting sealed with duct tape.
 - i. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactorily to the local building or fire department officials. Ensure that all exits remain un-obstructed and well marked.
 - j. Portable fire extinguishing equipment will be maintained within the work area as needed. The number and location needed defined by OSHA, state regulations and/ or the local fire district.
2. No Class I or Class II asbestos abatement work will occur unless the building owner's representative has found the work area isolation acceptable under the project specifications.
 3. Isolated work area enclosure system maintenance and daily documentation:
 - a. Prior its first use, and at the beginning of each shift during abatement work, the containment will be given a complete visual inspection by the on-site Supervisor. This will include inspection of the HEPA air purification system and associated filters. A smoke tube test by the on-site Supervisor will then be made of the worker decontamination enclosure system and other critical areas to verify that the isolated area is under negative air pressure. Work will not begin until all defects have been repaired.
 - b. Periodic inspections will be made as required during each shift to assure contained proper functioning of the containment and HEPA system.

B. Removal of Asbestos-Containing Materials in Full Containment

1. The asbestos material will be wetted with amended water. The asbestos will be sufficiently saturated to prevent visible emissions and minimize measurable airborne fibers.
2. Contractor will remove asbestos materials while damp and pack in seal-able plastic bags (6-mil minimum thickness). Move bags to waste load-out facility or if no waste load-out, to the equipment room in the worker decontamination unit. Wash outside bag surface and place inside a second plastic bag bearing the EPA 'Danger Asbestos' warning label, name of waste generator and location from which waste was generated, Federal Department of Transportation 'RQ' hazard notice and 'Nine Diamond' label, and other information that state or local authorities may require.

3. All surfaces where asbestos has been removed will be cleaned by brushing and/ or wet sponging or cleaning by an equivalent method to remove all visible material. During this cleaning, the surfaces will be kept wet. Use of steel wire brushes will be avoided.
4. All water used in the removal and cleaning process will be collected and disposed of as contaminated waste or filtered to remove all fibers more than five microns in length. Filtered water will be disposed of in the sanitary sewer system or as required by local regulations. Water filters will be disposed of as asbestos-contaminated material.

C. Removal of ACM in Non-Isolated Containment - Glove-Bag

1. All removal using the glove bag method will be performed strictly according to regulations.
2. Workers are not to smoke, or wear hand or wrist jewelry while using glove bags.
3. Apply spray coat of amended water to the material to be removed, before mounting the glove bag. Amended water will be used to keep the material damp during the entire removal process to reduce airborne fibers.
4. The Supervisor will coordinate the shutoff of all sources of heat to the objects to be worked on. No work will be done on objects above 150 degrees F.
5. The worker will install a port for the hose of the HEPA vacuum to create reduced pressure inside the glove bag, bypass devices can be used to regulate pressure. Reduced pressure will be maintained throughout entire abatement procedure.
6. A single "tack" coat of penetrating encapsulant will be applied to the surface of the pipe and any remaining non-asbestos insulation, after insulation removal and cleaning, but prior to the removal of the glove bag.
7. Once the pipe or surface has been sealed, the worker will thoroughly wash the upper chamber of the glove bag and seal the contaminated contents of the bag in the lower chamber.
8. The worker will seal flap, utilize a HEPA vacuum, and remove all contaminated air in the upper chamber.
9. The glove bag will be promptly double bagged after removal is complete, placed into a sealed container and moved to the holding enclosure.
10. The worker will cover ends of remaining existing insulation with re-wet-able lagging cloth.

VI. Cleanup of Asbestos-Containing Materials

When removal is completed in full isolation work areas, cleanup will be done in the following sequence.

- a. Window, doors, HVAC vents, etc. will remain sealed and HEPA-filtered pressure differential fan systems will remain in service.
- b. Remove all of the material and equipment. All visible accumulations of material and debris will be removed. Sealed containers and equipment used in the work area need to have outer surfaces cleaned and then removed from the work area.
- c. All surfaces in the work area and any other contaminated areas need to be completely cleaned with water and/ or with HEPA-filtered vacuums.
- d. Perform a final detail cleaning of the work area and all the equipment.
- e. A final visual inspection will be done to establish that the work area is completely free of all visible asbestos-containing debris. An application of the post-removal encapsulant can be done, after passing visual inspection.
- f. Apply an approved encapsulant to all surfaces in the work area and allow to completely dry.
- g. Remove the first layer of plastic sheeting, if double layers are used.

- h. A qualified individual will perform the clearance air sampling all applicable Federal or State regulations.
- i. When the final inspection and air sampling test results are satisfactory, remove the decontamination unit, critical barriers, and any other remaining barriers and items.
- j. Properly dispose of the waste. Polyethylene sheeting, duct tape, cleaning materials and contaminated clothing, etc. will be disposed of as asbestos project waste. All of the waste will be properly sealed and labeled in accordance with all applicable regulations.

VII. Project Quality Assurance

- A. If any time during the work, analysis of an air sample taken outside of containment indicates a fiber count in excess of 0.01 f/cc, the Supervisor will immediately notify the Project Manager and the owner's representative.
- B. Immediately upon being notified, the following steps will be taken.
 - 1. Stop abatement work.
 - 2. Identify source of high fiber counts.
 - 3. Immediately correct any containment breaches, pressure differential changes, or other potential causes. Address any other concerns that the owner's representative may have. The on-site Supervisor will determine the affected area and affected adjacent areas to be contained.
 - a. Clean the affected area and the affected adjacent areas. Cleaning of the areas will include the use of wet methods and HEPA vacuuming.
 - b. Resample air until fiber counts are determined to be below 0.01 f/cc.
 - c. Secure and repair containment barriers; repair or add equipment.
 - d. Modify work procedures and make other changes determined to be the possible cause of the high fiber counts.

VIII. Project Work Stoppage

The building owner or owner's representative may stop the work at any time during the project, if violations of the project specifications are observed. Work will stop immediately upon verbal direction of the owner or owner's representative. Work may commence when the violations have been rectified or activities are altered and determined to be acceptable by the owner or the owner's representative.

IX. Re-Establishment of Objects & Systems

When the cleanup has been completed:

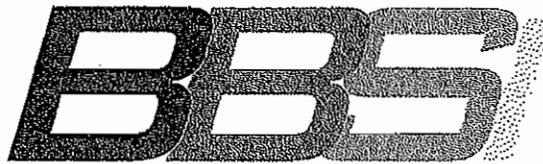
- A. Relocate objects moved to temporary locations in the course of the work to their former positions.
- B. Return mechanical, electrical, and other systems shut down, to complete and functional operation.

X. Disposal Requirements

- A. Warning labels will be affixed to the lid and sides of containers and/ or waste bags, whichever applies. Warning labels will be conspicuous and legible and contain the following words:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
AVOID BREATHING AIRBORNE ASBESTOS FIBERS**

- B. All current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill will be followed. These regulations include, but may not be limited to; the Federal Environmental Protection Agency (US-EPA), Federal Department of Transportation (US-DOT), the Oregon Department of Environmental Quality (DEQ), Lane Regional Air Pollution Control Agency (LRAPA – Oregon), Washington State Department of Ecology (DOE), Washington State Department of Labor and Industries (L&I), and any local air pollution control authorities in the state of Washington such as the Clean Air Authority of Puget Sound or Southwest Washington.
- C. Double-bagged material containers will be delivered to the pre-determined disposal site for burial. Labels and all necessary signs will be in accordance with appropriate local standards.
- D. Decontaminated containers will be removed from the facility as soon as possible, in accordance with local regulations. Notify disposal site in advance of delivery of material to assure immediate burial of containers.
- E. If the bags are broken or damaged, they will be decontaminated and re-bagged. The entire container will be cleaned and decontaminated prior to reuse.
- F. Written proof of disposal at an approved disposal site will be submitted to the building owner. The DEQ ASN-4, 'Waste Shipment Record Form,' its local equivalent, or form acceptable to the building owner, will be used; completely filled out and signed and accompanied by tickets and/ or receipts from the disposal site.



A Human Resource Management Company

BBSI FACT SHEET

Official Name: Barrett Business Services, Inc.
Year Founded: 1951
State of Incorporation: Maryland
Year of Incorporation: 1965
Type of Business: Publicly traded, NASDAQ Stock Market under symbol "BBSI"
Corporate Headquarters: Vancouver
Branch: 3591 Klindt Drive, suite 100, The Dalles, 97058
2012 Gross Revenues: \$1.98 Billion
Business Mix : PEO 90% Staffing 10% Payroll <1%
Geographic Business Mix
California- 80%
Oregon- 06%
All other states- 14%
Client Retention Rate: over 90%
Total Number of Locations: 62
Number of Employees:
BBSI Management EE's: 375
Temp Employees: 5,000-8,000
PEO Employees: 28,000 average active employee count
w-2's processed: > 80,000
Self-insured for Workers' Comp in the following states:

- California
- Oregon
- Maryland
- Delaware
- Colorado
- Arizona
- Washington

The Dalles Branch: Bill Timinsky- Branch Manager, Kristi Dirks- Human Resources Manager, 541.296.4455

3591 Klindt Drive, Suite 100 The Dalles, Oregon 97058 541.296.4455 Fax 541.296.2207 www.barrettbusiness.com

PARTNERS IN PROFITABILITY



A Human Resource Management Company

February 11, 2013

ZIEGENHAGEN ENT. LLC
5525 5 mile road

THE DALLES, OR 97058-3697

Re: Barrett Business Services, Inc. ("BBSI")
Letter of Self-Insurance for Workers' Compensation Coverage

The purpose of this Letter is to provide documentation regarding BBSI's Self-Insured Workers' Compensation Plan. Workers' compensation coverage for all of BBSI's employees is provided through its state-approved self-insured plan. BBSI's California customers can also verify BBSI's state certification at <http://www.dir.ca.gov/osip/PrivateRoster.pdf>; then scroll down to Barrett (the list is alphabetical by company name). Additional information is as follows:

State: Oregon	<u>Employer Liability Limits:</u>
Self Insurance Certification #: 1068	\$5,000,000.00 Each Accident
	\$5,000,000.00 Disease Coverage Limit by Client
	\$5,000,000.00 Disease; Each Employee

Other Comments (place an "X" if applicable):

Named "Letter Holder": Ziegenhagen Ent. LLC 5525 5 mile road The Dalles, OR 97058

Other:

Additionally, BBSI's self-insured program is further supported by an excess workers' compensation insurance policy with ACE American Insurance Co. Copy of certificate is available upon request.

For additional information, please contact your local BBSI office at: **THE DALLES**
(541) 296-4455
3591 Klindt Drive Suite 100
The Dalles, OR 97058

Very truly yours,

Michael L. Elich
President and Chief Executive Officer

CERTIFICATIONS

**STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LEAD INSPECTION CONTRACTORS LICENSE**

LICENSE NUMBER: LBPI150323

This document certifies that
**LEAD SOLUTIONS INC
1297 SULLIVAN CT NW
SALEM OR 97304**

is licensed in accordance with Oregon Law as a Lead Inspection Contractor.

**License Details:
LBPI LICENSE NO: LBPI150323
EXPIRATION DATE: 6/27/2013**

**STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LEAD BASED PAINT
RISK ASSESSOR LICENSE**

LICENSE NUMBER: 9151189

This document certifies that
**RONALD D SWISHER
1297 SULLIVAN CT NW
SALEM, OR 97304**

is licensed in accordance with Oregon Law as a Lead Based Paint Risk Assessor.

**License Details:
LICENSE NO.: 9151189
EXPIRATION DATE: 6/27/2013**

State of Oregon
Oregon Health Authority

Lead Solutions, Inc.

is certified by the Oregon Health Authority to conduct lead-based paint activities

Certification Number: 1418

Date of Issuance: 5/8/2012

Control Number: 000093

Date of Expiration: 6/30/2013



OREGON HEALTH AUTHORITY - OREGON PUBLIC HEALTH DIVISION

ORE-90681 04

Certificate of Validation

31524

S/N# 24107

\$552.00

40 mCi Cd-109 Nikon XLP-300A XRF Portable Gauge

ISSUED
RECEIVED

Leaf Solutions, Inc.

ISSUED
DATE
MO. DAY, YR
03/31/2013

Ronald D. Swisher, RSO
1297 Sullivan Court NW
Salem, OR 97304

3269012 03/31/13 31524

MUST BE POSTED IN A CONSPICUOUS PLACE - NOT TO BE REPRODUCED

OPH 01/11

State of Oregon
Oregon Health Authority

Ronald D. Swisher

is certified by the Oregon Health Authority to conduct lead-based paint activities

Risk Assessor

Certification Number: 1189

Date of Issuance: 5/8/2012

Control Number: 000094

Date of Expiration: 6/30/2013



Oregon
Health
Authority

LIBM 43

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 167975

This document certifies that:

ZIEGENHAGEN ENTERPRISES LLC
5525 FIVE MILE RD
THE DALLES OR 97058

is licensed in accordance with Oregon Law as a Residential General Contractor.

Business Names:
TOP NOTCH FRAMING

License Details:
EXPIRATION DATE: 01/10/2014
ENTITY TYPE: Limited Liability Company
INDEP. CONT. STATUS: EXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: NONE
INSURANCE: \$1,000,000 / \$2,000,000
RMI: SCOTT ALAN ZIEGENHAGEN
HOME INSPECTOR CERTIFIED: NO

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
CERTIFIED LEAD BASED PAINT RENOVATION CONTRACTORS LICENSE

LICENSE NUMBER: LBPR167975

This document certifies that:

ZIEGENHAGEN ENTERPRISES LLC
5525 FIVE MILE RD
THE DALLES OR 97058

is licensed in accordance with Oregon Law as a Certified Lead Based Paint Renovation Contractor.

License Details:
LBPR LICENSE NO.: LBPR167975
EXPIRATION DATE: 06/21/2013

AGREEMENT FOR DEMOLITION SERVICES

CONTRACT # 2013-006

THIS AGREEMENT is made and entered into by and between the **CITY OF THE DALLES, OREGON, A MUNICIPAL CORPORATION** herein called the "**CITY**" and **ZIEGENHAGEN ENTERPRISES, INC.**, herein called the "**PROPOSER**," for the project entitled "**DEMOLITION OF RESIDENTIAL STRUCTURE - 600 EAST 12TH STREET**", **CONTRACT NO. 2013-006**, as per the attached proposal, in amount not to exceed of **FORTY TWO THOUSAND SEVEN HUNDRED FIFTY (\$42,750.00) DOLLARS**.

IN CONSIDERATION of the mutual covenants and promises between the parties hereto, it is hereby agreed that the **PROPOSER** shall furnish demolition services and the **CITY** shall make payment for the same, all in accordance with the terms and conditions set forth in this **AGREEMENT**, including all attachments and addenda which are appended hereto by mutual agreement of the parties.

The **CITY** and **PROPOSER** agree as follows:

1. PROPOSERS'S DUTIES

1.1 The **PROPOSER** agrees to perform the following demolition services in connection with the project:

1.1.1. All tasks stated in the Supporting Documents.

1.1.2. All subordinate tasks not specifically referenced in subparagraph 1.1.1 hereof, but necessary to the full and effective performance of the tasks specifically referenced.

1.1.3. Furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, permits, reference and background data and information, including subconsultants approved under this **AGREEMENT**; and provide all office

COPY

space and any equipment necessary to perform all tasks except as otherwise provided in the Supporting Documents.

1.1.3.1 Carry at least the types and amounts of insurance listed below. The insurance shall be maintained in effect for the term of the proposed project.

Insurance shall be in the minimum amounts of:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Worker's Compensation
Commercial General Liability-	\$1,000,000 (each occurrence)
Combined Single Limits	\$2,000,000 (aggregate)
Automobile Liability-	\$ 500,000 All vehicles covered.
Combined Single Limits	Hired and non-owned auto liability

1.1.3.2 The certificates of insurance shall name the **CITY** as additional insured and shall provide for thirty (30) days notice to the **CITY** of any cancellation of the insurance policy.

1.1.3.3 The responsibility for proper and adequate Workers' Compensation coverage is the **PROPOSER 'S**. In the event the **PROPOSER 'S** insurance does not cover each and every subcontractor, certificates of insurance issued on policies by companies that are acceptable to the **CITY** covering each and every subcontractor shall be filed with the **CITY** prior to commencement of such subcontract operations. Prior to commencing work under this **AGREEMENT**, the **PROPOSER** shall provide the **CITY** with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ORS Chapter 656.

1.1.3.4 Public liability and property damage insurance shall protect the **PROPOSER** and its subcontractors performing work covered by this **AGREEMENT** from claims for damages for personal injuries and property damage which may arise from its operations under this **AGREEMENT**, whether such operations are by itself or by any subcontractor, or by anyone directly or indirectly employed by either. Policy must include coverage for products/completed operations.

2. **CITY'S DUTIES**

2.1. In accordance with the terms and conditions of this **AGREEMENT**, the **CITY** shall compensate the **PROPOSER** for its professional services outlined in Article 1 herein as follows:

2.1.1. The **CITY** shall pay to **PROPOSER** amounts not to exceed limits set within the attached proposal for performance of all services set out in Article 1 of this **AGREEMENT**.

2.1.2. In the event the **CITY** has paid the **PROPOSER** for an identified service, and **PROPOSER** has not completed performance of all services set forth in Article 1 of this **AGREEMENT**, **PROPOSER** shall be obligated to finish performance of such services.

3. **GENERAL PROVISIONS**

3.1 All work performed pursuant to this **AGREEMENT** shall be performed according to the terms and conditions of this **AGREEMENT**, the Supporting Documents and be completed by April 1, 2013.

3.2 All drawings, specifications, and other work products of the **PROPOSER** for this Project are instruments of service for this Project only and shall remain the property of the **CITY** whether the Project is completed or not. **PROPOSER** shall not be responsible for

any damages resulting from unapproved modification of such work products by the **CITY** or its agents, or from their use for any other purpose than that for which they were intended and furnished, notwithstanding any other provision of this **AGREEMENT** to the contrary. All plans, drawings, specifications, data, maps, studies and other information, including all copies thereof furnished by the **CITY** shall remain the property of the **CITY**. They are not to be used by **PROPOSER** on other work and, with the exception of the **AGREEMENT** and Supporting Documents, are to be returned to the **CITY** on request at the completion of the work.

3.3. This **AGREEMENT** and any attachments represent the entire and integrated **AGREEMENT** between the **CITY** and the **PROPOSER** and supersede all prior negotiations, representations, or agreements, either written or oral. This **AGREEMENT** may be amended by written instrument signed by the **CITY** and the **PROPOSER**. Amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

3.4. This **AGREEMENT** shall be governed by the law of the State of Oregon.

3.5. No party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

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

3.7. The **PROPOSER** shall, within ten (10) calendar days after the execution of the **AGREEMENT** and before awarding any subcontract, furnish the **CITY** with a list of proposed subcontractors, and shall not employ any that the **CITY** may object to as incompetent or unfit.

3.8. The **PROPOSER** agrees that it is as fully responsible to the **CITY** for the negligent acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the negligent acts and omissions of persons directly employed by it.

3.9. Nothing contained in the **AGREEMENT** shall create any contractual relations between any subcontractors and the **CITY**.

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

3.11. Indemnification

3.11.1. The **PROPOSER** shall indemnify, defend, and hold harmless the **CITY**, its officers, employees, and agents, from all claims, demands, actions, and suits, including appeals, to the extent caused by any negligent act, error, or omission of the **PROPOSER** in the course of project.

4. **SPECIAL PROVISIONS**

4.1. The **CITY** and **PROPOSER** agree that:

4.1.1. This **AGREEMENT** shall commence on _____, 2013,

and all parties' obligations hereunder shall be performed on or before April 1, 2013.

4.1.2. Notices relating to this **AGREEMENT** shall be given:

a). **CITY:** Gene E. Parker, City Attorney
313 Court Street, The Dalles, Oregon, 97058.

b). **PROPOSER:** Ziegenhagen Enterprises, Inc.
5525 Five Mile Road, The Dalles, Oregon, 97058

4.2. The "Supporting Documents" referenced herein are hereby made a part hereof, and consist of the following:

- A. The Consultant's Written Proposal, attached
- B. Agreement
- C. Notice of Award and Notice to Proceed

IN WITNESS WHEREOF the parties have caused this **AGREEMENT** to be signed by their duly authorized representatives as of this 20th day February, 2013.

CITY OF THE DALLES

Nolan Young
Nolan Young, City Manager

APPROVED AS TO FORM:

Gene E. Parker
Gene E. Parker, City Attorney

ATTEST:

Julie Krueger
Julie Krueger, City Clerk

PROPOSER

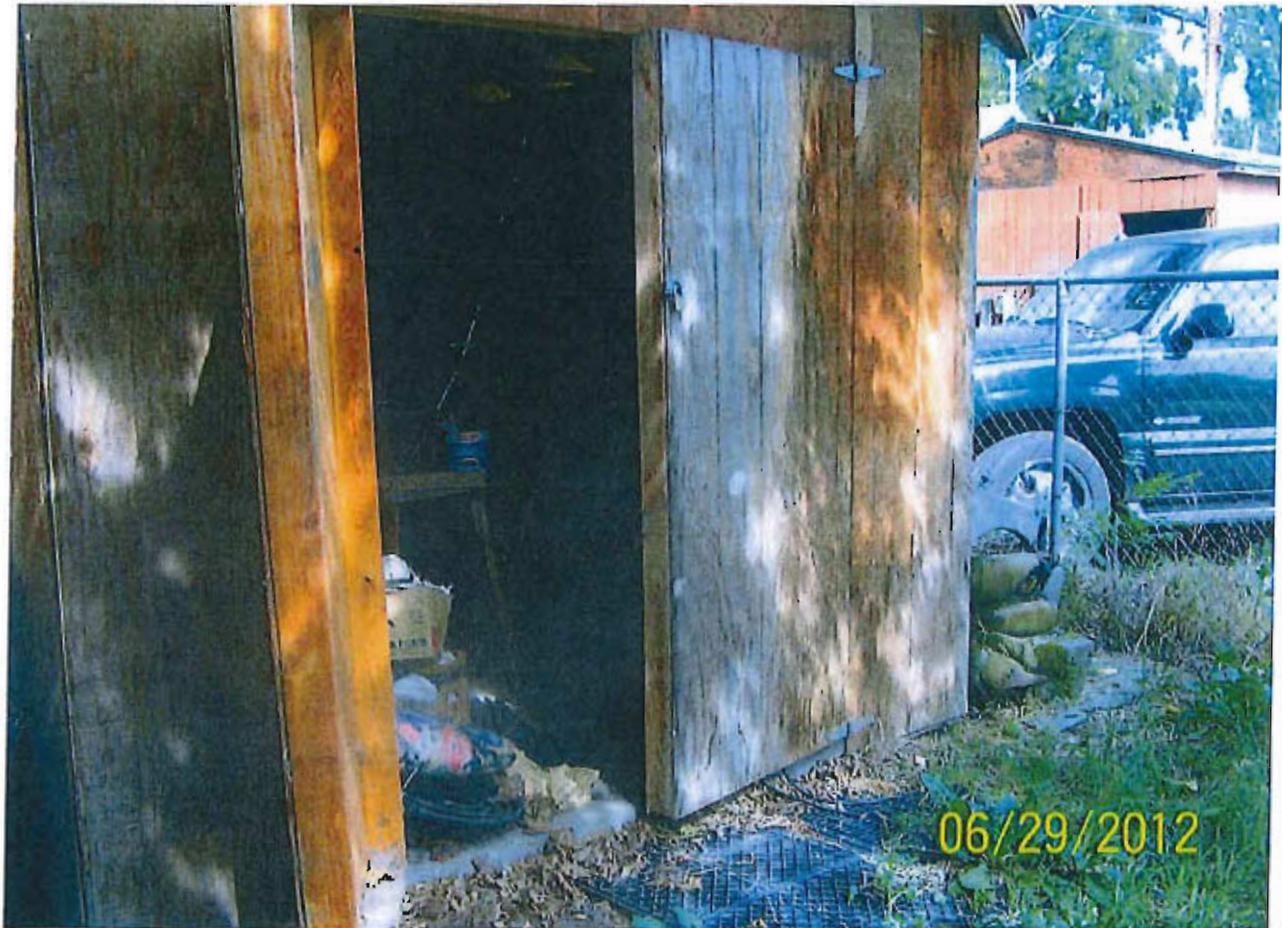
By: Scott A. Ziegenhagen
Scott A. Ziegenhagen

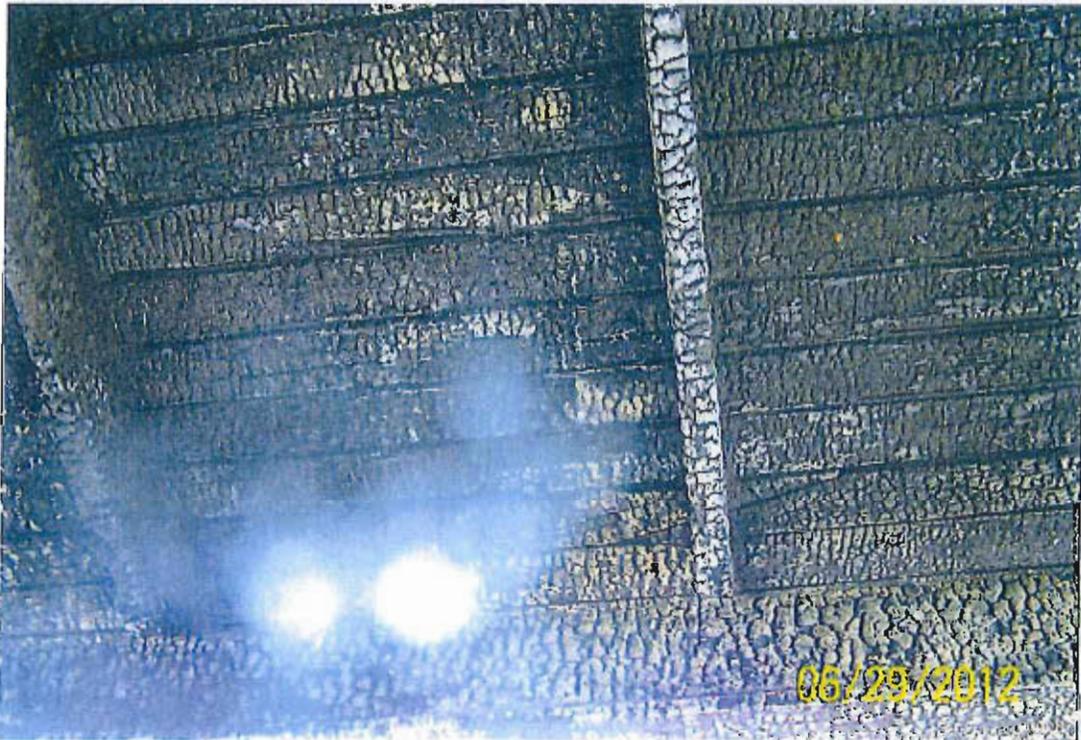
Date: 2/20/2013

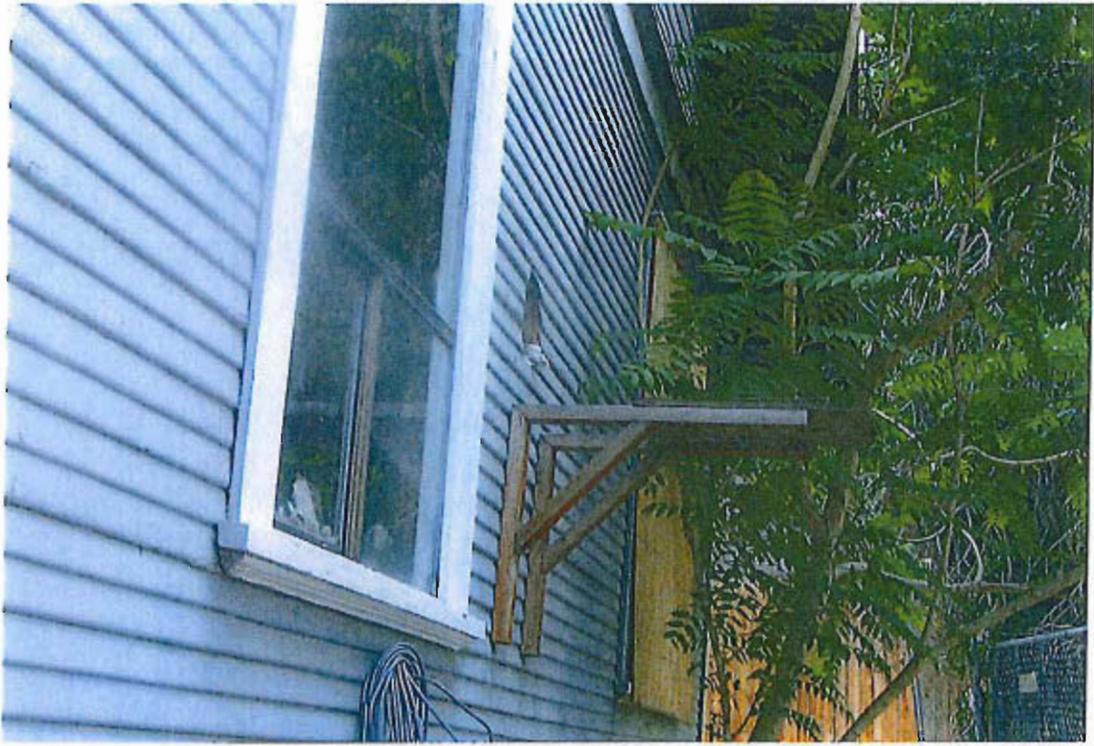
OWNER / OPERATOR
Title



600 ~~E~~ 12th









600
~~12th~~ E
12th



600 ~~12th~~ 12th
EAST











RESOLUTION NO. 13-013

**CONFIRMING THE ACCOUNTING REPORT
FOR THE COSTS OF ABATEMENT OF A DANGEROUS
STRUCTURE AT 600 EAST 12TH STREET, AND ASSESSING
THE COSTS OF THE ABATEMENT AS A PERSONAL
OBLIGATION OF THE PROPERTY OWNER AND A LIEN
UPON REAL PROPERTY**

WHEREAS, on December 10, 2012, the City Council adopted Resolution No. 12-019 confirming that the structure located at 600 East 12th Street in The Dalles, Oregon, constituted a public nuisance as a dangerous building, and that demolition of the structure was an appropriate remedy; and

WHEREAS, Resolution No. 12-019 provided that the property owner would have 30 days from the effective date of the Resolution to secure the necessary permits to perform the demolition work, and in the event those permits were not obtained, the City could proceed with the demolition work; and

WHEREAS, David Campbell, the owner of the property, did not obtain the required permits, and the City proceeded with the work to demolish the structure located at 600 East 12th Street; and

WHEREAS, Section 9 of General Ordinance No. 01-1241 provides that all costs to demolish a structure which has been determined to constitute a dangerous building, plus an administrative fee of \$500.00 shall be assessed against the owner of the property as a personal obligation, and may be made a lien against the real property, in the manner prescribed by state law for enforcement of liens and collection of assessments; and

WHEREAS, pursuant to Section 9(A) of General Ordinance No. 01-1241, the Codes Enforcement Officer for the City acting as the Director of Buildings, with assistance from the

City Attorney, prepared an Accounting Report itemizing the costs of the abatement work and filed the report with the City Clerk, and requested the City Clerk to schedule a public hearing before the City Council to review the report; and

WHEREAS, pursuant to Section 9(B) of General Ordinance No. 01-1241, a copy of the Accounting Report, together with a notice of the date and time of the hearing for review of the report, and an explanation of the process for filing any written objections to the proposed Accounting Report, was sent by certified mail, return receipt requested, on April 5, 2013, to David Campbell, the owner of the property located at 600 East 12th Street; and

WHEREAS, on April 22, 2013, the City Council conducted a hearing to review the Accounting Report and consider any written objections submitted concerning the Accounting Report;

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

Section 1. Accounting Report Confirmed. The City Council hereby confirms the total costs of \$42,813.87, plus an additional cost of \$500.00 for administrative costs, as itemized in the Accounting Report prepared by the City Code Enforcement Officer and City Attorney and presented to the Council on April 22, 2013 are reasonable and just costs for the abatement of the dangerous building located at 600 East 12th Street, The Dalles, Oregon.

Section 2. Assessment of Costs. The sum of \$43,313.87, which includes the sum of \$42,813.87 for the costs of the demolition work plus the sum of \$500.00 for an administrative fee, is hereby assessed against the owner of the property, David Campbell, as a personal obligation, and against the following described real property as a lien:

The North 81 feet of Lots 1 and 2, Block 47, BIGELOW'S BLUFF ADDITION TO DALLES CITY, in the City of The Dalles, Wasco County and State of Oregon

The City Clerk is authorized to enter the sum of \$43,313.87 as a lien against David Campbell, as a personal obligation, and as a lien against the above-described real property in the City lien docket, and to proceed with collection of the lien in the manner provided for the collection of assessments for public improvements.

Section 3. Effective Date. This Resolution shall be effective April 22, 2013.

PASSED AND ADOPTED THIS 22ND DAY OF APRIL, 2013

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

AND APPROVED BY THE MAYOR THIS 22ND DAY OF APRIL, 2013

Stephen E. Lawrence, Mayor

ATTEST:

Julie Krueger, MMC, City Clerk



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

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

AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 22, 2013	Public Hearings 11, B	13-029

TO: Honorable Mayor and City Council
FROM: Garrett Chrostek, Administrative Fellow
THRU: Nolan K. Young, City Manager *nyj*
DATE: April 10, 2013

ISSUE: Public hearing to receive testimony regarding levying of proposed assessments on property owners for The Dalles Main Street Economic Improvement District.

RELATED CITY COUNCIL GOAL: Goal #3: Promote economic development opportunities that will provide job creation and retention and enhance livability. Tier 1(E): Develop organizational structure and stable funding for Main Street Program.

PREVIOUS AGENDA REPORT NUMBERS: #12-061, #12-070, 13-022.

BACKGROUND: On March 11, 2013, Council adopted Special Ordinance No. 13-554, establishing The Dalles Main Street Economic Improvement District. In accordance with that ordinance, the City Clerk mailed out proposed assessments to property owners on March 18, 2013 along with notice of a second public hearing to be held at the April 22, 2013 Council meeting. Property owners were further instructed to submit written objections prior to 5:00 PM

on April 12, 2013 or to deliver such written objections personally at the April 22 Council meeting in order to record their opposition to the proposed EID assessments.

Pursuant to Section 4 of General Ordinance No. 12-1324, an EID “terminat[es] when written objections are received *at the second public hearing* from owners of property upon which more than 33% of the total amount of the assessments is levied” (emphasis added). As of the writing of this report, staff has received authenticated remonstrances representing \$57,000, which is 39.8% of the total amount of assessments to be levied over the three years the EID would be in effect (\$143,250).

STAFF RECOMMENDATION: Although 39.8% is a sufficient amount of remonstrances to terminate the EID, the ordinance provides that a determination concerning termination does not occur until the written remonstrances are received “at the second public hearing.” This phrasing suggests that the second public hearing must be held despite receipt of sufficient written remonstrances prior to the hearing. Additionally, property owners have an opportunity to retract their remonstrances if they so choose. For those reasons, staff recommends that Council proceed with the second public hearing as scheduled to avoid any procedural challenges.

At the public hearing staff will provide the current tally of remonstrances. The public hearing would then be opened, and Council may ask for any additional remonstrances and whether any property owners would like to retract their remonstrances. Following the close of the public hearing, if the value of written objections received has been confirmed to exceed more than 33% of the total amount of the assessments to be levied, Council is required to take action to not make the assessments and terminate the proposed economic improvement project. The form of such a motion would read as follows:

Move to not proceed with the levying of assessments proposed as part of The Dalles Main Street Economic Improvement District, and to terminate the economic improvement project proposed as part of the economic development plan included in Special Ordinance No. 13-554.

ALTERNATIVE: If the final tally reveals that remonstrances represent less than 33% of the total amount of assessments to be levied, then Council can direct staff to prepare an ordinance imposing the assessments for consideration at the next Council meeting. The form of such a motion would read as follows:

Move to proceed with the levying of assessments proposed as part of The Dalles Main Street Economic Improvement District, and to commence with the economic improvement project proposed as part of the economic development plan included in Special Ordinance No. 13-554.



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

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

AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 22, 2013	Action Items 12, A	13-028

TO: Honorable Mayor and City Council

FROM: Garrett Chrostek, Administrative Fellow

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

DATE: April 10, 2013

ISSUE: Approval of Agreement with Home at Last for Animal Control Services.

BACKGROUND: Prior to July 1, 2012, Wasco County supplied animal control services within the city limits through an intergovernmental agreement with the City. The agreement also placed responsibility on the County to arrange for animal shelter services with Home at Last Humane Society (HAL). In exchange for the County's services, the City contributed funds toward the County's animal control program. Such funds amounted to \$102,576 in Fiscal Year 11/12.

With the County no longer providing such services, Council included funds in its Fiscal Year 12/13 to preserve an animal control program, limited to dogs, within the city limits. These funds were dedicated to the hiring of a part time dog control officer, to acquire equipment from the County, and to continue operating under the County's agreement with HAL.

The County's agreement with HAL will expire on June 30, 2013 necessitating a new arrangement between the City and HAL. The attached contract for Council's review is the result of negotiations between HAL and City Staff over the course of the past two months. The contract is structured such that the City is guaranteed 15 dog impoundments per month. HAL is

also responsible for the medical care of dogs after accepting delivery and for maintaining the licensing system. For these services the contract calls for a monthly payment of \$1,125 per month. Impoundments over 15 dogs per month would be as space provides and subject to a pro rata fee of \$65 per impoundment. Finally, there is also a daily fee of \$15 when the City instructs HAL to hold a dog beyond statutory impoundment periods on account of public safety concerns.

Although our dog control officer currently impounds between 15 and 25 dogs per month, the cap on guaranteed impoundments was requested by HAL because it could not guarantee space availability above that threshold. However, HAL will accept dogs beyond 15 impoundments per month as space provides.

BUDGET IMPLICATIONS: Assuming the City averages 25 dog impoundments per month, the annual value of this contract would be \$21,300. Using this figure, the proposed total dog control budget request will be approximately \$77,136 for Fiscal Year 13/14 with a three quarter time dog control officer. This is a savings of \$25,440 from the City's previous arrangement with the County from Fiscal Year 11/12.

RECOMMENDATION: *Move to approve an agreement with Home at Last Humane Society for dog shelter services.*

The City will require dog shelter services to maintain an effective dog control program and the rates are similar to contracts reviewed by staff in other communities.

ALTERNATIVES: As an alternative, Council could not approve the contract and direct Staff to renew negotiations with HAL.



Dog Shelter Services Contract

Home At Last Humane Society, a 501(c)(3) organization (“HAL”), whose address is 200 River Road, The Dalles, Oregon 97058, and the City of The Dalles, an Oregon municipal corporation (“the City”), whose address is 313 Court Street, enter into this Dog Shelter Services Contract (“the Contract”) effective July 1, 2013.

1. TERM & AUTOMATIC RENEWAL

- 1.1. The initial term of this Contract shall be from July 1, 2013 to June 30, 2014.
- 1.2. This Contract shall renew automatically on an annual basis unless terminated for cause, as provided for in Section 2.1 below, or either party mails written notice of intent not to renew to the other party by no later than ninety (90) days prior to the annual renewal date. If the parties are unable to reach a new agreement before June 30 of any given year, this Contract shall terminate on July 1 of that year.

2. DEFAULT

- 2.1. In the event of a default in the performance of this Contract by either party, the non-defaulting party may terminate this Contract for cause.
- 2.2. A default shall occur if either party breaches any material provision of this Contract and such breach continues or is not remedied within thirty (30) days after the non-breaching party provides notice of the breach to the other party, specifying the nature of the breach.

3. CONSIDERATION

As consideration for the services to be provided by HAL described below, the City shall provide the following compensation to HAL:

- 3.1. The sum of one thousand one hundred twenty-five dollars (\$1,125) per month, payable as described in Section 3.7 below.

- 3.2. The sum of sixty five dollars (\$65) per impoundment for each impoundment in excess of the threshold number of monthly dog impoundments described in Section 4.1.
- 3.3. The sum of fifteen dollars (\$15) per dog per day for each day or portion of a day that HAL is instructed or directed by City to hold a dog in excess of the period for stays described in Section 4.2.
- 3.4. HAL shall be entitled to any proceeds generated from adoption fees of dogs delivered to HAL by City representatives.
 - 3.4.1. For purposes of this Contract, "City representatives" includes the City's Dog Control Officer and all City police officers.
- 3.5. HAL shall be entitled to charge owners and retain redemption or impound fees for dogs delivered to HAL by City representatives.
- 3.6. The City shall retain any monies received from fines for unlicensed dogs or other violations of the dog control ordinance.
- 3.7. HAL shall submit an itemized invoice for the services performed in a particular month by no later than the 15th of the following month, beginning August 15, 2013. City shall remit payment for those services by no later than the last day of the following month beginning August 31, 2013.

4. HAL'S RIGHTS, OBLIGATIONS, AND RESPONSIBILITIES

In exchange for the consideration described above, HAL shall provide the following services to the City pursuant to this Contract and shall hold the following rights, obligations, and responsibilities:

- 4.1. In exchange for the City's monthly payment, HAL shall provide up to fifteen (15) impoundments per month for dogs delivered to HAL by City representatives. For these first fifteen (15) impoundments, City shall have first priority for kennel space.
 - 4.1.1. For purposes of Section 4.1, an impoundment is attributed to the month in which the City delivered the dog to HAL.
 - 4.1.2. Any impoundments under fifteen (15) dog impoundments per month shall not carry over to subsequent months.

- 4.9. Upon City request, HAL shall also provide the City and its representatives access to licensing records for investigatory purposes.
- 4.10. Pending investigations or cases will be treated as confidential. HAL and its employees shall refrain from public comment regarding ongoing City investigations.

5. CITY'S RIGHTS, OBLIGATIONS, AND RESPONSIBILITIES

In executing this Contract, the City shall hold the following rights, obligations, and responsibilities:

- 5.1. City is responsible for obtaining veterinary care and paying for all medical expenses incurred prior to HAL accepting delivery of a dog.
- 5.2. City is responsible for conducting or procuring euthanasia for dangerous dogs off HAL premises.
- 5.3. The City may, upon reasonable notice and at reasonable times, make annual inspections of HAL's facilities to ensure that HAL is in compliance with the provisions of this Contract.
- 5.4. The City Dog Control Officer shall be issued one (1) key to HAL's facilities. Other City representatives shall be given the combination to the key lock box.
- 5.5. Dogs may be lodged after hours as necessary. When after hour lodgings occur, the City shall provide HAL notice and complete required paperwork.
- 5.6. The City shall promptly apprise HAL of the status and disposition of any dog under investigation.

6. AMENDMENT & NOTICE

- 6.1. The parties may amend this Contract by providing the other party thirty (30) days notice, which is waivable, and executing a written mutual agreement.
- 6.2. **METHOD AND PLACE OF GIVING NOTICE.** All notices shall be made in writing and may be given by personal delivery or by certified mail, return receipt requested. Notices sent by certified mail should be addressed as follows:

HAL: Executive Director
 200 River Road

The Dalles, Oregon 97058
Phone: (541) 296-5189

City: Chief of Police
City of The Dalles Police Department
401 Court Street
The Dalles, OR 97058
Phone: 541-296-2613

When so addressed, notice shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names, titles, and addresses of the person to whom notices are to be sent by giving notice pursuant to this paragraph.

7. INDEMNIFICATION & INSURANCE

- 7.1.** Nothing contained in this Contract shall give or allow any third person a claim or right of action. It is the express intention of the parties that any person or entity other than the City and HAL receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- 7.2.** Both parties agree to hold harmless and indemnify the other party from any claims, lawsuits, property damage, injury, or loss that may be asserted or filed against it as a result of the negligence or misconduct of one party in the performance of, or arising out of, its obligations and activities under this Contract.
 - 7.2.1.** The City's obligations under this section are subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-30.300, and the Oregon Constitution, Article XI, Section 7.
- 7.3.** HAL shall obtain and/or possess an insurance policy prior to the effective date of this Contract, providing insurance coverage with limits of not less than one hundred thousand dollars (\$100,000) property damage per claimant, two hundred thousand dollars (\$200,000) all other claims per claimant, and five hundred thousand dollars (\$500,000) all claims. Such insurance coverage shall be evidenced by a Certificate of Insurance provided to the City, indicating coverages, limits, and effective dates, by an insurance company licensed to do business in the State of Oregon.
- 7.4.** City shall acquire and maintain in force for the term of this Contract such insurance coverage, either through self-insurance or purchased insurance, as is adequate in accordance with actuarial standards applicable to the business and activities performed by City to pay any personal injury, property damage, tort liability claim, lawsuit, or

loss resulting from or arising out of the performance of its activities under this Contract.

7.5. Neither party may assign or transfer its rights under this Contract to a third person without the other party's written consent in advance, which consent shall not be unreasonably withheld.

7.6. Attorney fees, costs, and disbursements necessary to enforce this Contract through mediation, arbitration, and/or litigation, including appeals, shall be awarded to the prevailing party.

7.6.1. This Contract is executed in the State of Oregon and is subject to Oregon, Wasco County, and City of The Dalles law. Venue shall be in Wasco County, Oregon.

8. INTEGRATION & SAVINGS

8.1. This writing is intended as the final expression of the Contract between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Contract.

8.2. Should any clause or section of this contract be declared by a Court to be void or voidable, the remainder of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this CONTRACT to be signed by their duly authorized representatives as of this _____ day _____, 2013.

CITY OF THE DALLES

Nolan Young, City Manager

APPROVED AS TO FORM:

ATTEST:

Gene E. Parker, City Attorney

Julie Krueger, City Clerk

HOME AT LAST HUMANE SOCIETY

Kris Boler, Executive Director

Robb Van Cleave, Board President



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97068

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

AGENDA STAFF REPORT
CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 22, 2013	Action Item 12, B	13-027

TO: Mayor and City Council

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

DATE: April 3, 2013

ISSUE: Resolution 13-014 Promulgating and Adopting an Emergency Operations Plan for the City of The Dalles

BACKGROUND: Because of new Federal Emergency Management Agency (FEMA) requirements the City needed to update its 2008 Emergency Operations Plan. Wasco County Emergency Operations Manager Mike Davison helped us obtain a state grant to complete this task. City staff worked with the County and the consultant, who was also assisting the County in updating their Emergency Operations Plan, to prepare a new proposed plan for Council consideration.

We previously sent a copy of the plan to each of you for review. Attached to this report is a Letter of Promulgation as recommended for adoption of this plan along with a formal resolution that meets ORS Chapter 401 requirements and formalizes the authority of various city officers in relationship to the plan.

If you have any specific questions from your review we encourage you to let us know so we can do and necessary research prior to the meeting.

BUDGET IMPLICATIONS: No City funds were needed for the update. No specific budget allocations are needed for the plan. The City Council does contribute \$9,000 to the County Emergency Operation Manager who will help us implement this plan.

COUNCIL ALTERNATIVES:

1. *Adopt Resolution No. 13-014 Promulgating and Adopting an Emergency Operations Plan for the City of The Dalles, and authorizing the Mayor and City Council to sign the Letter of Promulgation, promulgating the revised Emergency Operation Plan for the City of The Dalles.*
2. Recommend specific amendments to the plan, Resolution No. 13-014, or the Letter of Promulgation, and then adopt the resolution and authorize signing of the letter.
3. Give the staff specific direction for further work on the plan, resolution or Letter of Promulgation to bring it back to the Council at a later date.

RESOLUTION NO. 13-014

**A RESOLUTION PROMULGATING AND ADOPTING AN
EMERGENCY OPERATIONS PLAN FOR THE
CITY OF THE DALLES**

WHEREAS, ORS 401.032(2) states, “It is declared to be the policy and intent of the Legislative Assembly that preparations for emergencies and governmental responsibility for responding to emergencies be placed at the local level. The state shall prepare for emergencies, but shall not assume authority or responsibility for responding to an emergency unless the appropriate response is beyond the capability of the city and county in which the emergency occurs, the city or county fails to act, or the emergency involves two or more counties”; and

WHEREAS, the City of The Dalles will, to the extent practicable, prepare for , respond to, recover from and mitigate emergencies that occur in the City, with local resources; and

WHEREAS, the City has prepared an updated Emergency Operations Plan;

NOW, THEREFORE, the City Council ordains as follows: That in order to effectively respond to and recover from any locally declared emergency, the following provisions are established under the authority of ORS 401.032 to assist the City of The Dalles with local emergency response activities:

Section 1. Plan Adoption and Promulgation.

- A. The updated Emergency Operations Plan, dated January, 2008, is hereby adopted for use by the City of The Dalles.
- B. The City Council is authorized to promulgate the Plan by signing the attached Letter of Promulgation.

Section 2. Authority of City. In accordance with ORS Chapter 401, the City shall have the authority and responsibility to respond to emergencies.

Section 3. Declaration of Local Emergency. The City Manager may declare that a local state of emergency exists subject to ratification by the City Council at the first available opportunity. Such declarations shall:

- A. Be in writing and limit the duration of the state of emergency to the period of time during which the conditions giving rise to the declaration exist or are likely to remain in existence.

- B. State the factors which give rise to the emergency and shall designate all emergency areas covered by the declaration.
- C. Be immediately communicated to the public at large.

Section 4. Authority of City Manager.

- A. The City Manager shall be responsible for emergency management functions within the City under an emergency declaration.
- B. If a local state of emergency has been declared and if authorized by the declaration, the City Manager may exercise control over all departments, divisions, and officers of the City of The Dalles for the purpose of addressing the emergency.

Section 5. Emergency Measures. Upon a declaration of a local state of emergency, the City Manager, subject to review by the City Council, or successor authorized under Section 6 of this Resolution, may:

- A. Establish a curfew for emergency areas.
- B. Prohibit or limit public gatherings within the emergency areas.
- C. Restrict access to, or expel persons from, emergency areas.
- D. Order mandatory evacuations of residents within emergency areas.
- E. Implement mutual aid agreements.
- F. Suspend competitive bidding procedures in obtaining necessary goods, services and equipment during an emergency.
- G. Redirect city funds for emergency use.
- H. Order all other measures reasonably necessary to protect life, property and the environment.
- I. Petition the Governor of the State of Oregon to declare a state of emergency.

Section 6. Succession of Authority.

- A. If during a state of emergency no members of the City Council are available, the powers vested in the City Council under this Resolution shall pass as follows:

- (1) to the Mayor; or if unavailable
- (2) to the City Manager

B. If the City Manager is unavailable, the authority granted to the City Manager in this Resolution shall pass as follows:

- (1) to the City Attorney; or if unavailable
- (2) to the Public Works Director; or if unavailable
- (3) to the Police Chief

C. The line of succession set forth in this section shall apply to all provisions of this Resolution.

D. Authority granted to city officials under this section shall be limited exclusively to the provisions of this Resolution.

E. Authority granted to city officials under this section shall apply only if and when no person holding a higher place in the line of succession is available.

Section 7. Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 22ND DAY OF APRIL, 2013

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

AND SIGNED BY THE MAYOR THIS 22ND DAY OF APRIL, 2013

SIGNED: _____
Stephen E. Lawrence, Mayor

ATTEST: _____
Julie Krueger, MMC, City Clerk



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

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

Letter of Promulgation

To all recipients:

Promulgation herewith is the revised Emergency Operations Plan for the City of The Dalles. This plan supersedes any previous plans. It provides a framework within which The City of The Dalles can plan and perform its respective emergency functions during a disaster or national emergency.

This Emergency Operations Plan attempts to be all-inclusive in combining the following five mission areas of emergency management to ensure that the City is prepared to prevent, protect against, mitigate the effects of, respond to, and recover from the hazards that pose the greatest risk to the City:

- **Prevention:** activities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.
- **Protection:** activities necessary to secure the City against acts of terrorism and human-caused or natural disasters.
- **Mitigation:** activities that reduce loss of life and property by lessening the impact of disasters.
- **Response:** activities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred.
- **Recovery:** activities necessary to assist the community to recover effectively from a disaster.

This plan has been approved by the City Council. It will be revised and updated as required. All recipients are requested to advise the City's Emergency Manager (City Manager for the City of The Dalles) of any changes that might result in its improvement or increase its usefulness. Plan changes will be transmitted to all addresses on the distribution list.

Stephen E. Lawrence, Mayor

Carolyn Wood, Councilor at Large

Timothy McGlothlin, Councilor, Position #1

Dan Spatz, Councilor, Position #2

Bill Dick, Councilor, Position #3

Linda M. Miller, Councilor, Position #4

April 22, 2013



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

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

AGENDA STAFF REPORT
CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 22, 2013	Action Items 12, C	13-030

TO: Honorable Mayor and City Council

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

DATE: April 11, 2013

ISSUE: Approval of the Tourism Promotion Scope of Work and Budget for FY 2013-14

BACKGROUND: In December 2008, the City of The Dalles and The Dalles Area Chamber of Commerce signed an agreement for personal services for the Chamber to provide tourism promotion and Community Marketing for the City (copy attached). FY 2013-14 will be the fifth year of this five-year agreement. Section 3Bi calls for the Chamber to submit a Budget Request and corresponding scope of work for each year. The City Council will then consider their request and respond.

In general, the agreement calls for the Chamber to maintain affiliations, conduct promotions, incur advertising and printing expenses, and create and operate a marketing program designed to achieve the goals and objectives set forth in the Scope of Work, and to maintain a full-service visitor center. Attached is the proposed annual budget for the Community Marketing Program and 2013-14 Work Scope proposed by the Chamber of Commerce.

This year we are not proposing an increase in the budget of \$230,030. Funds for our Community Marketing Program come from the 6% Transient Room Tax. The Chamber contract is 44.8% of our anticipated revenue. Each year the budget includes a special project. This year the special project is renovation of the visitor center space at the chamber office, with \$14,000 allotted for the project. Last year the annual special project was to help start up The Dalles Dam Shuttle Tours.

Staff has reviewed this proposed marketing plan and budget and is recommending the City Council approve it as submitted. This year's work plan contains more detail in the Community Marketing Section; including work with Mt. Hood/Columbia River Gorge Region (#6), new smart phone projects (#13), expansion of the use of social media (#15), and a new Charm Trail promotion (#27).

BUDGET IMPLICATION: Attached is the Budget Information Paper for FY 2013-14 showing the use of Transient Room Tax funds.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation:** *Move to approve the proposed FY 2013-14 Work Scope and Budget for the Community Marketing Program as presented by the Chamber of Commerce.*
2. Postpone acceptance of the proposed FY 2013-14 Community Marketing Work Scope and Budget to allow for further research.
3. Amend the proposed FY 2013-14 Community Marketing Budget and Work Scope and refer it to the Chamber of Commerce for consideration.

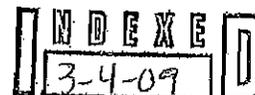
AGREEMENT FOR PERSONAL SERVICES

THIS AGREEMENT is made and entered into this 28th day of December, 2008, by and between the CITY OF THE DALLES, an Oregon municipal corporation, hereinafter called "CITY", and THE DALLES AREA CHAMBER OF COMMERCE, an Oregon non-profit corporation and independent contractor, hereinafter called "CHAMBER".

In consideration of the mutual covenants and promises set forth herein, CITY and CHAMBER mutually agree as follows:

Section 1. Term; Renewal Provisions. The term of this agreement shall commence on July 1, 2009, and terminate on June 30, 2014. The sum to be paid to CHAMBER for services rendered under this contract shall be the amount determined by the process described in Section 3(B).

Section 2. CHAMBER'S Duties. CHAMBER agrees to provide services to CITY in accordance with the "Community Marketing Scope of Work", which shall be developed and shall be updated and mutually agreed to annually, as spelled out in Section 3(B); and a copy of which Scope of Work is marked Exhibit "A" and by this reference incorporated herein. In general, CHAMBER will maintain affiliations, conduct promotions, incur advertising and printing expenses, and create and operate a marketing program designed to achieve the goals and objectives set forth in the "Scope of Work" and maintain a full-service visitor center, with staffing levels also set forth in the "Scope of Work". CHAMBER shall be responsible for maintenance and stocking of the restrooms at the visitor center facility.



Section 3. Compensation.

A. During the term of this agreement, CITY agrees to pay CHAMBER a sum mutually agreed to as described in Section 3(B). CITY shall make this sum available to the CHAMBER through two methods: (1) Equal monthly payments by the first day of each month, for agreed to administrative services and personnel costs; and (2) the remaining amount as reimbursement of invoices related to the "Scope of Work", as described in Section 3(B).

B. Annually the CITY and CHAMBER shall mutually agree to a contract amount and "Scope of Work". The contract amount shall be supported by a detailed budget that shall, at a minimum, identify personnel costs, administrative service fees and expenditures, and a marketing budget. All expenses should be tied to the annual "Scope of Work".

i. For each annual period from July 1st to June 30th during which this Agreement is in effect, the CHAMBER will submit a budget request with corresponding "Scope of Work" by March 1 of each year. The CITY will consider the request and respond with an approved amount and "Scope of Work" by May 15. The CHAMBER shall have two calendar weeks to reject or accept the CITY'S response.

If the CITY and CHAMBER cannot mutually agree to a payment amount and "Scope of Work" by June 14th of any particular year, the contract will be deemed to terminate on June 30 of that year.

Section 4. Processing Accounts Payables; Financial Audit of Transient Room Tax

Collectors. CITY and CHAMBER have agreed CITY shall retain possession of the funds collected from the transient room tax, which will be used to compensate CHAMBER for services provided by CHAMBER to the CITY. CHAMBER shall submit necessary original invoices and

vouchers, with appropriate CHAMBER approval and documentation, (e.g. receipt for goods, packing slips, copies of CHAMBER issued purchase orders) to CITY for review and payment. CITY shall disburse payment for approved expenses in the ordinary course of processing its accounts payable. CITY shall continue to conduct the audits of businesses which collect the transient room tax, as required by CITY ordinance.

Section 5. Insurance. Prior to provision of services under this contract, CHAMBER shall provide original certificates of insurance to the City Attorney, evidencing proof that CHAMBER has insurance policies in effect for the type of coverage set forth below, and within the stated limits, with insurance carriers that are satisfactory to the CITY;

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Worker's Compensation
Comprehensive General Liability - Combined Single Limits	\$ 500,000 (each occurrence) \$1,000,000 (aggregate)
Automobile Liability - Combined Single Limits	\$ 500,000 All vehicles covered Hired and non-owned auto liability

At all times during the term of this agreement, and during the term of any renewal agreement, CHAMBER shall keep such insurance policies in full force and effect, and shall provide the City Attorney with original certificates of insurance. The certificates shall provide that CITY is named as an additional insured, and shall also provide that the policies shall not be canceled without 30 days notice to the CITY.

Section 6. Books and Records. Upon formal approval of CHAMBER'S Board of Directors or its authorized designee, CHAMBER shall forward all invoices, vouchers, and other

documentation to CITY'S Finance Department. CITY shall keep complete and proper books, records, invoices, vouchers, and accounts of all transactions performed as part of this agreement.

Section 7. Assignment. The responsibility for performing CHAMBER'S services under the terms of this agreement shall not be assigned, transferred, delegated or otherwise referred by CHAMBER to a third person without the prior written consent of CITY.

Section 8. Status as an Independent Contractor. In the performance of the work, duties, and obligations required of CHAMBER under this agreement, it is mutually understood and agreed that CHAMBER is at all times acting and performing as an independent contractor. No relationship of employer/employee is created by this agreement. CITY shall neither have nor exercise any control over the methods by which the CHAMBER shall perform its work and functions. The sole interest and responsibility of CITY is to assure the services covered by this agreement shall be performed and rendered in a competent, efficient and satisfactory manner. CHAMBER shall not have claims under this agreement or otherwise against CITY for vacation pay, sick leave, retirement benefits, Social Security benefits, Workmen's Compensation benefits, unemployment or other employee benefits of any kind.

Section 9. Indemnification. Each party shall indemnify, hold harmless, and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, arising in or from its performance of, or failure to perform, this agreement. The extent of the CITY'S obligation under this subsection is limited to the CITY'S obligation under the Oregon Constitution and the provisions of ORS 30.260 through 30.300.

Section 10. Attorney Fees. If any proceeding, action, or appeal thereon is instituted in connection with any controversy arising out of this agreement, performance of this agreement or

failure to perform this agreement, the prevailing party shall be entitled to recover, in addition to costs and disbursements, the sum as the adjudicator may adjudge reasonable as attorney fees.

Section 11. Ownership and Use of Documents or Equipment Purchased. In whatever form it may be produced or stored, any documents or publications prepared or equipment and software purchased in performance of this agreement and charged to the Tourist Promotion Fund, and any supporting and investigative information that is gathered in the performance of this agreement, upon completion of the work or upon termination of this agreement, shall be and remain the property of CITY.

Section 12. Notices. Any notice required to be given under this agreement or required by law shall be in writing and delivered to the parties at the following addresses or to any other address provided by the parties:

CITY OF THE DALLES
City Manager
313 Court Street
The Dalles, OR 97058

THE DALLES AREA CHAMBER OF COMMERCE
Executive Director
404 West Second Street
The Dalles, OR 97058

Section 13. Applicable Laws. The law of the State of Oregon shall be used in construing this agreement and enforcing the rights and remedies of the parties.

Section 14. Termination Clause. Except where this agreement expressly allows for an early termination in the event the parties cannot agree upon a payment amount or scope of work for any particular year of this agreement, the CITY may terminate this agreement only for failure of performance on the part of the CHAMBER upon sixty (60) days prior written notice to the CHAMBER. The CHAMBER may terminate within sixty (60) days of prior written notification to the CITY.

Section 15. Termination for Lack of Appropriations. The City's obligation to pay any amounts due for those fiscal periods succeeding the 2009-2010 fiscal year are contingent upon appropriations and approval of funds for that purpose. This contract shall expire at the end of any applicable fiscal year during the five year period of this Agreement unless the CITY has allocated funds for the following fiscal year and has provided prior written notification to the CHAMBER.

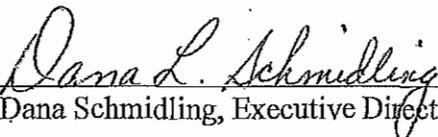
Section 16. Merger. There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this agreement. Any amendments to this agreement shall be in writing and executed by both parties.

CITY OF THE DALLES

THE DALLES AREA
CHAMBER OF COMMERCE



Nolan K. Young, City Manager



Dana Schmidling, Executive Director

Date: 12/28/08

Date: 12/28/08

2013-14 Proposed Tourism Marketing Budget

Personnel				
(01)	Salaries & Benefits		\$93,000.00	No Change from 2012-13
Facilities				
(02)	Space Cost		\$7,380.00	2012-2013 Actual
(03)	Equipment Maintenance & Repair		\$6,000.00	No Change from 2012-13
Operating				
(04)	Administration		\$23,520.00	No Change from 2012-13
(05)	Office Supplies		\$2,000.00	No Change from 2012-13
(06)	Postage		\$3,500.00	No Change from 2012-13
(07)	Telephone		\$1,800.00	Increase based on actuals
(08)	Travel & Mileage		\$5,000.00	Increase due to more opportunities/Training
(09)	Dues & Subscriptions		\$830.00	No Change from 2012-13
Marketing				
(10)	Printing & Binding		\$5,000.00	No Change from 2012-13
(11)	Marketing/Event Support		\$53,000.00	No Change from 2012-13 - just allocated
	Grants for Events (heads in beds)	\$8,000.00		
	Marketing/Event Support	\$45,000.00		
(12)	Public Relations		\$15,000.00	Decrease due to more PR to Travel Oregon and brought in house through social medias
	Total		\$216,030.00	
(13)	Special Project		\$14,000.00	Creating a true VISITOR CENTER for Wasco County
	a. Phase II for Visitory Lobby Facelift			
	b. Replace displays outside of front entrance			
	c. Lights added to our sign by tree for visibility			
	d. Lights on sign on buidling for visibility			
	GRAND TOTAL		\$230,030.00	

Proposed Community Marketing 2013/2014 Work Plan

Visitor Services

1. Fully staff and maintain the official City of The Dalles Visitor Center at the Chamber of Commerce office. Monday thru Friday, October – May; 7 days a week Memorial Day thru Labor Day.
2. Maintain 24-hour visitor information kiosks -- one at Chamber office and two interactive touch screen kiosks at the Lewis & Clark Festival Park.
3. Provide brochures and other visitor information to the Veteran's Affairs offices located in the transportation center and the visitor center at Seuffert Park.
4. Distribute *The Sun*, *The Gorge*, *The Dalles* brochures to Convention & Visitor Bureaus, state travel information centers, Chambers and other tourism information outlets across the state.
5. Maintain electronic version of brochure on Travel Oregon website.
6. Continually update and distribute visitor information to hotels, restaurants and other businesses. Maintain visitor information binders provided to front desk staff at all hotels.
7. Create and provide a customer/hospitality service training for businesses in The Dalles to ensure a quality customer experience for visitors.
8. Provide map and materials for self-guided historic walking tours and guide to talking murals.
9. Provide step-on guide services for tour groups upon request.
10. Train staff and volunteers to be Ambassadors for The Dalles and meet visitor groups at community gateways including the Marine Terminal at Union Street.
11. Respond to visitor information requests received via phone, email, social media and website.

Community Marketing

1. Continue work with Weinstein PR on strong public relations campaign that includes quarterly tip sheets, story development, and frequent communication with national and regional publication.

2. Maintain contact with travel writers who attended the May 2013 familiarization (Fam) trip along with other mini Fam tours that took place in April and May of 2013.
3. Participate as an exhibitor in the Pacific Northwest Travel Writers Tradeshow.
4. Continually work with local photographer to develop a library of images that can be used in all marketing materials.
5. Continue *The Sun*, *The Gorge*, *The Dalles*, marketing campaign initiating Phase II (making a personal connection with local characters).
6. Work with Mt. Hood/Columbia River Gorge region (RDMO) and their ad agency (Weiden & Kennedy) to create and publicize three Video Ads this year emphasizing on Cycling, Agriculture and Water Activities. Each DMO in our region will be contributing funds and the RDMO will be matching these funds as to increase our capabilities to create a better video and possibly more than three. These will be used by each DMO this year and then our region will be paying for TV time with Travel Oregon the following year as a campaign to market our entire region.
7. Expand online advertising with Travel Oregon and other travel sites.
8. Continue to develop tours for passengers of cruise ships and day cruises that make scheduled stops at the new commercial dock in The Dalles.
9. Develop a strategy/plan for creating a festive vendor market in the Lewis & Clark Festival Park when ships arrive at The Dalles commercial dock.
10. Develop a long-term strategy to bring pedi-cabs, bicycle rentals, souvenir shops/kiosks and similar businesses to operate in The Dalles near the dock.
11. Develop new look for our Visit The Dalles website, www.VisitTheDalles.com, while developing the Chamber's new website. Creating one very nicely seamed website with the abilities to track for both members and visitors plugged into the coded side of the websites. Develop a method to report the measured analytics to use as a benchmark for future web-related activities and numbers to our local businesses.
12. Maintain and evaluate smartphone application (My Chamber App) that allows to search for lodging, dining, wineries, attractions and other visitor amenities in The Dalles on mobile devices. Continue to work with Chamber Master (as they have now partnered) to make sure we are synced and have the best delivery method for our visitors and members.

13. Develop geographical hotspots, ie: murals, museums and eateries, using a new smart phone application called Layar. The Chamber is using this application in their new directory and will be implementing it using pictures, websites, videos and links when a person scans a picture or location using their smart phone (the new and advanced type of QR code).
14. Place 2'X4' Discover The Dalles display boards at State Welcome Centers.
15. Expand and enhance "social media" presence (Facebook, Yelp, Foursquare, LinkedIn, You Tube, Pinterest, Google+, Flickr and Twitter). We will be developing a separate page for tourism on Facebook, Visit The Dalles, and taking this same name to the remaining social medias. We will also be working with Travel Oregon for their Winter Vacation Campaign and Contest. We will be paying a matching fund amount of \$1500 to be the gateway on FB for this contest. In the past the tourism page that has done this has gained on the average 10,000 fans in about 3 months. This would be a huge boost for our tourism page with a level of activity that can take some tourists pages 2 to 3 years to achieve.
16. Work with CRGVA to produce a Tourism Summit for the Columbia River Gorge.
17. Develop additional "36 Hours in The Dalles" trip itineraries, working with regional partners and tourist attractions. Market through National Tour Association, AAA, and Oregon Tour & Travel Alliance.
18. Participate in regional travel tradeshows with tourism partners (CRGVA, RDMO, Travel Portland). Co-op two regional sports tradeshows.
19. Work with Columbia Gorge Arts & Culture Alliance to market the Columbia River Gorge as an art, culture and heritage destination.
20. Update and print new vacation planner inserts on a regular basis.
21. Provide visitor information packets to individuals or groups attending out of town meetings and businesses or organizations who are hosting meetings in The Dalles.
22. Maintain The Dalles brochures at all State Welcome Centers.
23. Partner with community organizations to provide web-based visitor, relocation and economic development information.
24. Promote community events and happenings on event calendars and travel websites.

25. Work with hotels, restaurants and wineries to develop programs suitable for participation in the Travel Oregon Wanderfeast (Oregon Bounty) promotion.
26. Maintain strong alliances with Columbia River Gorge Visitors Association, Oregon Festival & Events Association, Columbia Gorge Arts & Culture Alliance, Oregon Destination Marketing Organizations, Travel Oregon, Travel Portland, the Mt. Hood/Columbia River Gorge Region, Oregon Tour and Travel Alliance, and other regional partners.
27. Work with Chamber to develop, maintain and enhance NEW Charm Trail to encourage foot traffic from tourists into our local businesses.

Advertising

1. Advertise The Dalles cycling map on local, regional and national cycling websites.
2. Will be developing an ad campaign promoting Visit The Dalles on Facebook and other social media sites.
3. Place ads in the Gorge Guide, 1859 Magazine, Travel Oregon Trip Planner, Oregon Events Calendar, Visitor Guide, Northwest Travel, True West, The Columbia River Gorge Guide and Kid's Guide.
4. Support national and international marketing strategies of Travel Oregon and Travel Portland with co-op advertising and providing The Dalles brochures as part of their travel trade activities.
5. Provide marketing grants for Cruise the Gorge and other organizations producing events that generate overnight stays.
6. Place ads in online publications in Oregon, Washington, Idaho and northern California publications for spring and summer events.
7. Develop cooperative advertising opportunities with local hospitality and tourism businesses to leverage advertising dollars.

Partnerships

1. Maintain and maximize partnerships with Travel Oregon, Travel Portland, Oregon Tour & Travel Alliance, Oregon Festivals & Events Association, Oregon Travel Information Council, Mt. Hood/Columbia Gorge regional tourism commission, CRGVA, Oregon Film & Video, Mt. Hood Alliance, Wasco County, Columbia Gorge Discovery Center & Museum, The Dalles Dam/Corps of Engineers, Ft. Dalles Rodeo Association, Port of The Dalles, Northern

Wasco County Parks & Recreation District, Wasco County Historic Landmarks, Oregon State Chamber of Commerce, Oregon 150, and other Columbia River Gorge Chambers of Commerce along with Northwest Region Chambers.

2. Provide tourism perspective to community initiatives to solicit federal funding as a contributing member of the Community Outreach Team.

Special Projects

1. Phase II for facelift of our Visitors Lobby
2. Displays being replaced outside at front entrance
3. Lights added to our sign by tree for ease of visibility
4. Possible lights on sign on building above front entrance for ease of visibility

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



CITY of THE DALLES
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BUDGET ISSUE PAPER CITY OF THE DALLES

BUDGET YEAR AFFECTED	DEPARTMENT(S) AFFECTED	BUDGET DOCUMENT REFERENCE NUMBER
FY 2013-14	General Fund	13-005

TO: City of The Dalles Budget Committee
FROM: Nolan Young, City Manager *ny*
DATE: April 10, 2013
ISSUE: Expenditure of Transient Room Tax Revenue

BACKGROUND: The City of the Dalles has, by ordinance, a tax on transient room rentals (stays of less than 30 days). It is often referred to as "Room Tax". The tax is specifically added to the room rate and paid by the person renting the room. The first transient room tax for the City of The Dalles was adopted in 1977. The City has had a 6% rate in effect since 1984, with a short-term additional 2% rate for a special need in the early 1990's. The City Council approved an additional fixed 2% tax (total tax to 8%) to begin July 1, 2002. It was referred to the voters, and accepted by 53% of the vote. It was implemented January 1, 2003.

The ordinance establishing the 6% room tax for General Fund purposes requires a minimum of 21% be used for tourism promotion. The City has historically spent the amount not used for tourism promotion, in the General Fund, as the City Council and Budget Committee deems best.

Historically, the City has exceeded the 21% for tourism promotion from the 6% tax. It has run as high as 100%. For the last 15-year period, tourist promotion has been done through an agreement the City has with The Dalles Area Chamber of Commerce. The percent of room tax funds used for tourism promotion has varied between 40 to 70%. In fiscal year 2012-2013, \$230,030 was budgeted. This year we are proposing to stay at \$230,030 or 44.8% of anticipated revenue. The Council will be voting on the budget and work scope for this program on April 22.

The new 2% Room Tax is dedicated for two specific uses:

- 1). 25% of receipts for retirement of a \$690,000, loan for the Downtown/Riverfront access project (4 years remain on that debt); and
- 2). 75% of the receipts for use by the Northern Wasco County Parks and Recreation District for parks and recreation uses. The purpose was approved by the City

Council in lieu of having City water customers subsidize the District by not charging the District for water.

In order to maintain public accountability for expenditure of Transient Room Taxes, we are identifying the proposed and prior uses of Transient Room Taxes in Table I.

Table 1
Use of Transient Room Tax Revenue

A. 6% Tax				
Activity	FY 2011-12 Actual	FY 2012-13 Estimated	FY 2013-14 Proposed	Percent FY 2013-14
Tourism Promotion	220,030	230,030	230,030	44.8%
Traffic Officer (2/3)	102,205	107,739	68,374	13.3%
Codes Enforcement	70,676	82,669	80,102	15.6%
Sister City	2,500	2,500	2,500	0.5%
Fort Dalles Museum	12,500	15,000	15,000	2.9%
Historic Land/Pioneer Cemetery	5,000	5,000	5,000	1.0%
River Front Trail/Tree Maintenance	18,000	28,000	28,000	5.5%
Transportation Center (Vets)	3,335	3,400	5,000	1.0%
Link Transportation Program	10,000	10,000	10,000	1.9%
Juvenile Work Crew	13,650	13,650	13,650	2.7%
Discovery Center	35,000	5,000	25,000	4.9%
Senior Center	5,000	5,000	5,000	1.0%
Festival Park/Dock	16,000	26,000	26,000	5.1%
Administrative Fee (Up to 10%)	4,600	-	-	0.0%
Total Room Tax Expenditures	518,496	533,988	513,656	100.0%
B. 2% Tax				
Activity	FY 2011-12 Actual	FY 2012-13 Estimate	FY 2013-14 Proposed	
Downtown/Riverfront access loan retirement	41,978	44,500	42,808	
To Parks & Recreation District	125,935	140,000	140,000	
Total	167,913	184,500	182,808	

The following is a description of the proposed uses for this year.

Tourism Promotion:

As indicated, a minimum 21% is to be used for tourism promotion. This year, we are proposing that we continue to obtain tourism promotion through an agreement with the Chamber of Commerce. For fiscal year 2013-14, we are proposing \$230,030. The end product we receive for the tourism promotion expenditure includes staffing of a visitor center, advertising efforts, promotional brochures, and special project planning and events. This year's special project is the renovation and update of the Visitors Center.

One Traffic Officer:

This position was implemented in the spring of 1997 to:

- 1) Handle increased tourism traffic; and
- 2) Monitor and improve the traffic behavior in the community.

Because of the perceived increase in tourism traffic, room tax funds were designated for this position. This position has been very successful and has had a positive impact on traffic behavior in the community. Decrease to only 2/3 of cost this year because of programs on list exceeded revenue.

Codes Enforcement Officer Position:

For a two-year period in the late 1990's, the City had no Codes Enforcement Officer. As a result, we fell behind on code enforcement activities. A part-time position, less than half time, was added for fiscal year 1997-98. Since then, a ten hour Zoning Enforcement Officer has been added. Four years ago, we increased this to one part-time employee (10 hrs/wk) and one full time 40 hours per week employee. We are designating room tax funds for this activity as we feel that the appearance of the community has an impact on the tourism industry. Letters to the Editor of the local newspaper, as well as letters we have received at City Hall, have further supported this position.

Sister City Program:

\$2,500 has been designated for cultural exchanges with our Sister City, Miyoshi City, Japan.

Fort Dalles Museum:

The City has participated in the operation of this visitor attraction for a number of years. It is logical that room tax monies be used. Last year contribution by both the City and the County increased \$2,500 each.

Pioneer Cemetery:

The Council has requested that the level of maintenance and preservation of this Historic Landmark be increased. \$3,000 is in the Community Development budget for a maintenance contract, \$2,000 for other activities from City Council budget.

Transportation Center (Vets Center):

There is a public rest room in this facility. This is for supplies and maintenance.

LINK Bus System: The LINK system used to rent the Transportation Center and then the City returned \$10,000 of that rent for system operation. We no longer receive the rent so the contribution is an expense.

Lewis and Clark Festival Park and Dock:

Construction on these two new facilities will be completed in June 2012. We will be providing maintenance and utilities for both.

River Front Trail Maintenance:

The City's contracts with the Parks and Recreation District for maintenance of a section

of the River Front Trail from the boat basin to Union Street and from Union Street undercrossing west a quarter mile. We are also contracting for maintenance of the downtown street trees. Amount includes City Staff maintenance of the round-about this year.

Juvenile Work Crew:

This is where youth who are required to do community service do work on a crew removing graffiti and cleaning up other public property. This, like Codes Enforcement, helps us place our best foot forward to our visitors.

Discovery Center:

The City is providing assistance to Wasco County to retire the infrastructure debt needed to construct this major community attraction.

Senior Center:

This facility hosts a number of community events.

Administrative Fees:

The City incurs some cost from administering the Transient Room Tax Program, including hiring an accountant to audit collections. The desired level of allocation for this purpose is 10%. This year we are unable to budget any money as costs exceed revenue.



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

AGENDA STAFF REPORT

CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
April 22, 2013	Discussion Items 13, A	13-026

TO: Honorable Mayor and City Council

FROM: Dave Anderson, Public Works Director

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

DATE: April 8, 2013

ISSUE: Discussion related to Wastewater System Development Charges.

CITY COUNCIL GOALS: NA

BACKGROUND: Over the course of the last year, City staff worked with Carollo Engineers to update the City's Wastewater Facility Master Plan. On November 26, 2012 Council was presented with information by Carollo Engineers summarizing the findings of the new Master Plan including an updated Capital Improvement Plan (CIP) and associated financial analyses. On December 10, 2012 City Council adopted the updated Wastewater Facilities Capital Improvement Plan and on January 28, 2013 Council adopted a schedule of wastewater utility rate increases necessary to support operations, maintenance and implementation of the CIP. The consideration of any changes to the City's Wastewater System Development Charges (SDCs) was postponed to allow time for the required notifications which have now been provided.

SDCs are one-time fees that are collected at the time of development. They provide a funding mechanism whereby community growth and development pay an amount up to their fair share of the costs of new infrastructure needed to meet growth-related demands. SDCs can only be implemented through a rigorous methodology that justifies the costs of infrastructure capital projects and allocates those costs equitably to the growing community. They cannot be used to fund maintenance of existing systems. The methodology establishes the maximum allowable SDC; the City then has the opportunity to adopt any level of SDC up to the justified maximum, or to implement no SDC at all.

For review, the portions of the financial analysis presented to City Council on November 26, 2012 by Carollo's financial subconsultant FCS Group that related to SDCs is attached at the end of this report.

The City's current Wastewater SDC is \$1789 per sewer unit. A single-family residence is one unit; larger users of the system are charged multiple units as provided in the City Fee Schedule. Of that SDC rate, \$386 is designated as a Reimbursement Fee for existing capacity in the wastewater system available for use by new development and \$1403 is the Improvement Fee contributing toward the costs of capital projects needed to increase capacity to accommodate growth. In 2006, when the current SDC of \$1789/unit was adopted, the SDC methodology analysis indicated that the City could charge as much as \$2064/unit.

The 2012 updated SDC methodology report indicated that the maximum Wastewater SDC that the City could charge based upon a detailed analysis of the current capacity of the existing system and the newly adopted CIP is \$2572/unit. If the full SDC were adopted, it was estimated in the financial analysis that an additional \$40,000 per year would be generated for capital projects at current community growth rates. As the economy continues to recover and growth rates increase, more SDC revenue would be generated.

One of the challenges of setting SDCs is striking a balance between having new development pay for its share of new infrastructure while not having SDCs so high that they provide a disincentive to growth. Without SDCs, existing customers of the system pay for the infrastructure needed to support new development. One of the comments that Council heard from the public during the wastewater utility rate hearing on January 14, 2013 was that some people felt development should have to pay its share of new infrastructure costs. Establishing SDCs at the maximum level that can be justified provides assurance to the existing customer base that development is paying its way.

Historically, the City has not implemented the maximum SDCs allowed. The current Water SDC is 80% of the allowable maximum calculated in 2006. The Transportation and Stormwater SDCs are 19% and 33% respectively of their maximum rates, both calculated in 2007. The current Wastewater SDC is 87% of the 2002 calculated maximum and 70% of the new potential rate. These lower rates were adopted in an effort to keep the City competitive with other communities in attracting new businesses and industry. Information developed in 2010 indicated that the City was below the average level for total SDC costs compared to other cities of similar size in Oregon. The table provided on page 12 of the FCS Group presentation at the end of this report shows that The Dalles would be near the middle of the range of total SDCs assessed if the new maximum Wastewater SDC was adopted.

For the December 10, 2012 meeting, Council had asked for information related to different Wastewater SDC levels as they would have been applied to several recent developments. The following is a summary of four different potential SDC scenarios developed at that time. The first scenario reflects the current SDC rate. The second scenario reflects increasing the Wastewater SDC to the full amount that can be justified. The third scenario looks at raising the Wastewater SDC to a level halfway between the current rate and the maximum rate. And the fourth scenario looks at raising the Wastewater SDC to a level that matches our current Water SDC for a ¾" meter. For ease and consistency, all of the SDC scenarios presented below show the total Wastewater SDCs that would be assessed before any credits are applied for job creation; six of the examples listed below received a 1% reduction in SDCs for each new full time job created.

Development	Number of Units	Current SDC \$1789/nnit	Max SDC \$2572/unit	Mid SDC \$2180/unit	“Water” SDC \$2317/unit
Veterans Home Addition	2	\$ 3,578.00	\$ 5,144.00	\$ 4,360.00	\$ 4,634.00
LaClinica del Carino	15	\$ 26,835.00	\$ 38,580.00	\$ 32,700.00	\$ 34,755.00
Lone Pine Dialysis Center	7	\$ 12,523.00	\$ 18,004.00	\$ 15,260.00	\$ 16,219.00
Readiness Center	36	\$ 64,404.00	\$ 92,592.00	\$ 78,480.00	\$ 83,412.00
MCMC Wellness Facility-Clinic 1st fl	6	\$ 10,734.00	\$ 15,432.00	\$ 13,080.00	\$ 13,902.00
MCMC Wellness Facility-Bistro	5	\$ 8,945.00	\$ 12,860.00	\$ 10,900.00	\$ 11,585.00
MCMC Wellness Facility-Health Club	6	\$ 10,734.00	\$ 15,432.00	\$ 13,080.00	\$ 13,902.00
MCMC Wellness Facility-Clinic 2nd fl	9	\$ 16,101.00	\$ 23,148.00	\$ 19,620.00	\$ 20,853.00
MCMC Wellness Facility-Clinic 3rd fl	14	\$ 25,046.00	\$ 36,008.00	\$ 30,520.00	\$ 32,438.00
Cousins Motel Expansion	2	\$ 3,578.00	\$ 5,144.00	\$ 4,360.00	\$ 4,634.00
Metro Car Wash	6	\$ 10,734.00	\$ 15,432.00	\$ 13,080.00	\$ 13,902.00

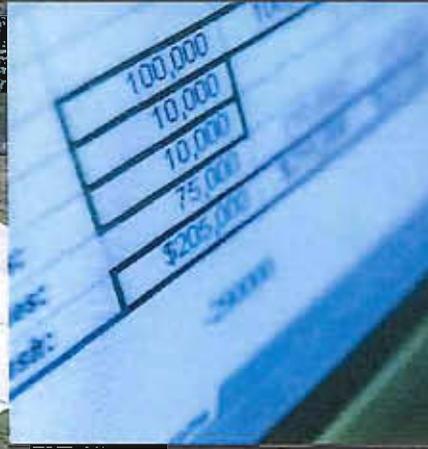
Also attached to this report is a spreadsheet summarizing SDC data for a single-family residence from around the state. Much of this data was collected in 2007 and updated in 2010. Many of these cities have likely increased their SDCs since that time, for inflation if not for updated master plans and CIPs. The information in the table above shows that 2-3 years ago SDC rates in The Dalles were below the average of those similar-sized cities that responded to our surveys.

This issue is being presented to provide an opportunity for the Council to consider whether adjustments to the Wastewater SDC are warranted at this time. While staff is recommending that the SDC rate not be reduced, we are not providing any recommendation about whether or how much to increase the Wastewater SDC. If the Council desires to change the Wastewater SDC rate, staff will bring a draft resolution back for Council’s consideration and schedule a public hearing related to the proposed changes.

BUDGET IMPLICATIONS: None at this time.

RECOMMENDATIONS:

1. **Staff Recommendation:** None – Discussion Item only.



**City of The Dalles,
Oregon**

Wastewater Plan: Financial Element

City Council Meeting

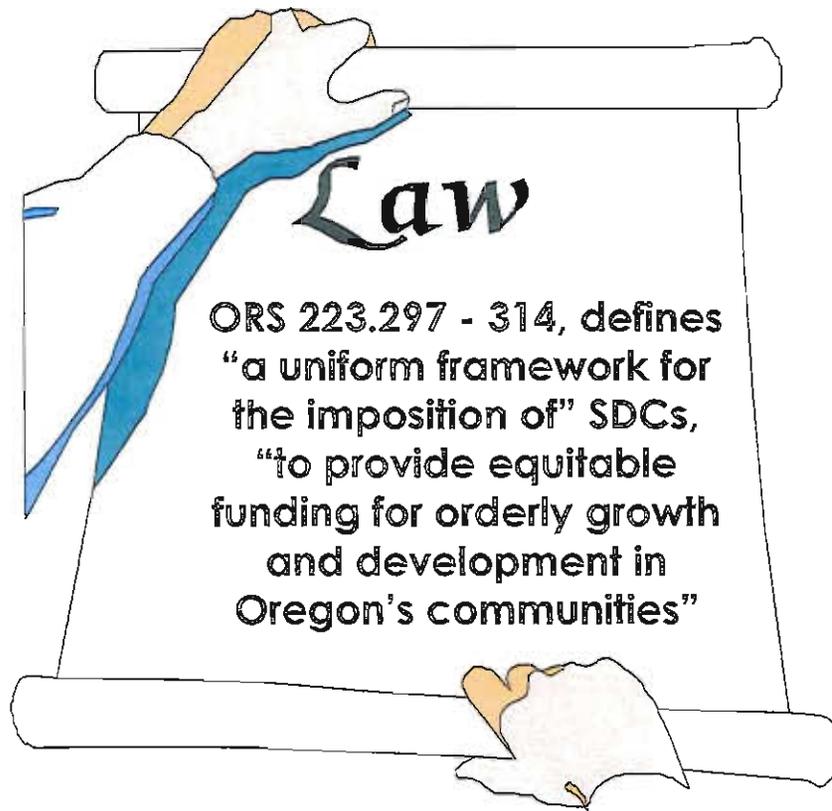
John Ghilarducci

November 26, 2012



4380 SW Macadam Avenue, Suite 220, Portland, OR 97239 ■ 503-841-6543

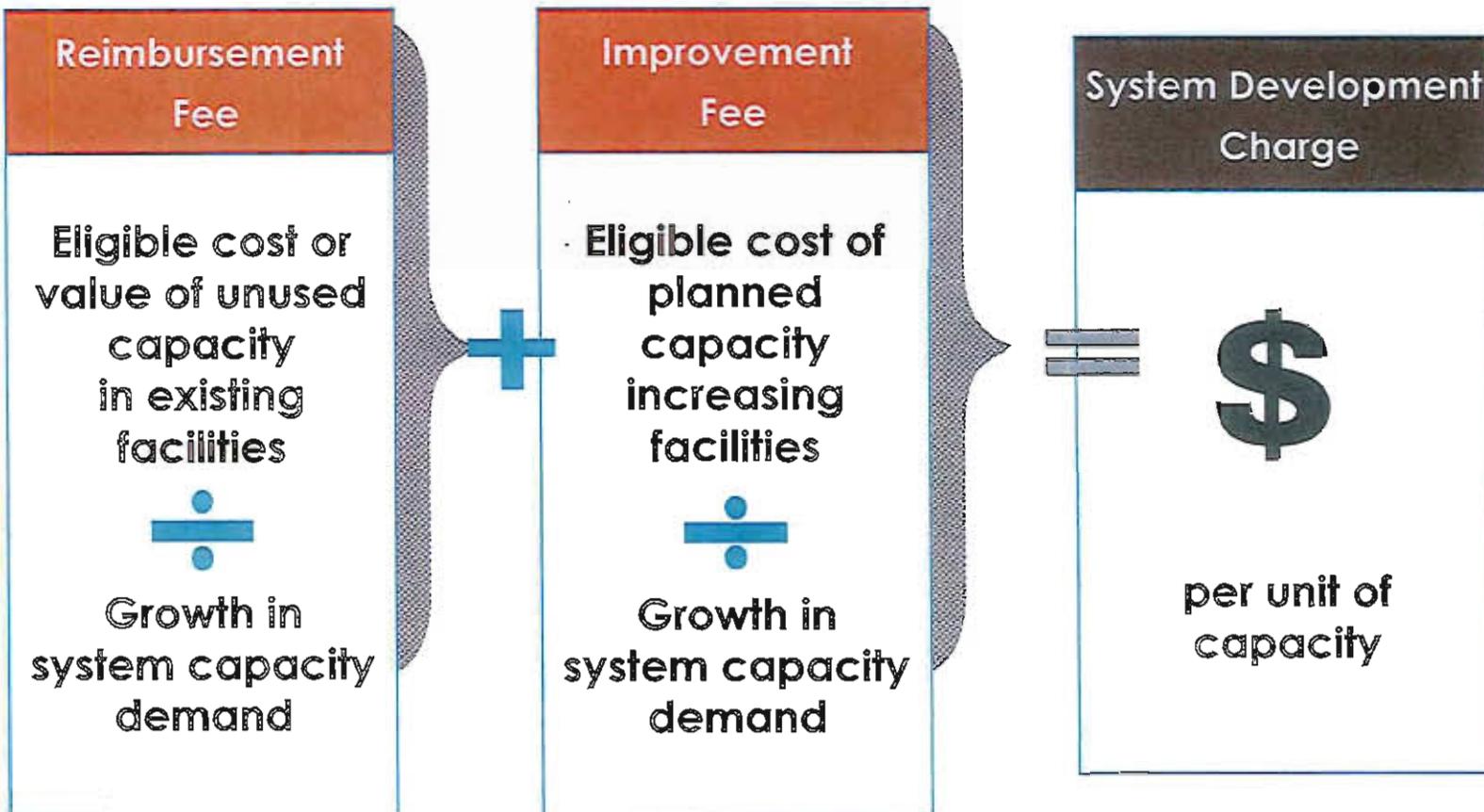
SDC Background



Key Characteristics

1. SDCs are one-time charges, not ongoing rates.
2. SDCs are for capital only, in both their calculation and in their use.
3. Properties which are already developed do not pay SDCs unless they “redevelop”.
4. SDCs include both future and existing cost components.
5. SDCs are for general facilities, not “local” facilities.

SDC Methodology



SDC Calculation Summary

SDC Components

Description	Amount
Reimbursement fee	\$ 343
Improvement fee	2,305
Adjustment	(76)
Total fee per customer unit	<u>\$ 2,572</u>
Current wastewater SDC	<u>\$ 1,789</u>

Comparable SDCs

SDCs per Single-Family Residence

City	Water	Wastewater	Stormwater	Transportation	Parks	Total
Estacada	\$3,730	\$ 3,206	\$ 853	\$ 2,025	\$2,104	\$11,918
Madras	\$ 771	\$ 4,634	\$ 193	\$ 3,240	\$1,639	\$10,477
Hood River	\$3,883	\$ 1,508	\$ 650	\$ 705	\$1,733	\$ 8,479
The Dalles, potential	\$2,317	\$ 2,572	\$ 342	\$ 1,500	\$1,552	\$ 8,283
The Dalles, existing	\$2,317	\$ 1,789	\$ 342	\$ 1,500	\$1,552	\$ 7,500
Sandy	\$1,525	\$ 1,834		\$ 1,943	\$2,000	\$ 7,302

Source: League of Oregon Cities (2010), City websites and staff

**City of The Dalles
SDC Survey**

February 2007

Cities	Population	Water	Sewer	Storm	Transportation	Parks	Total
Cities with populations 6,000 to 21,000:							
Canby	14,705	\$2,630	\$2,235	\$80	\$2,267	\$4,725	\$11,937
Central Point	21,000	\$4,000	\$1,212	\$409	\$4,177	\$3,049	\$12,847
Cornelius	10,785	\$2,246	\$1,000	\$0	\$3,020	\$2,143	\$8,409
Cottage Grove ²	9,275	\$456	\$684	\$1,255	\$775	\$239	\$3,409
Gladstone	12,210	\$1,448	\$216	\$0	\$1,169	\$0	\$2,833
Hermiston	15,025	\$1,404	\$678	\$0	\$0	\$0	\$2,082
Hood River ⁴	6,452	\$3,883	\$1,508	\$0	\$705	\$1,733	\$7,829
Klamath Falls ⁴	20,400	\$3,402	\$1,955	\$0	\$0	\$1,103	\$6,460
Monmouth	9,125	\$1,413	\$2,753	\$228	\$394	\$1,484	\$6,272
Newberg	20,565	\$3,533	\$1,469	\$258	\$2,388	\$1,471	\$9,119
Pendleton ¹	17,310	\$350	\$350	\$0	\$350	\$138	\$1,188
Redmond ⁴	20,010	\$3,698	\$4,346	\$0	\$2,877	\$834	\$11,755
Sherwood ⁴	14,940	\$6,203	\$2,700	\$593	\$3,628	\$6,661	\$19,785
St. Helens ⁴	11,795	\$3,255	\$1,406	\$690	\$3,081	\$814	\$9,246
Troutdale	15,110	\$1,148	\$4,426	\$1,022	\$723	\$3,600	\$10,919
Wilsonville	16,500	\$4,345	\$4,068	\$482	\$3,082	\$2,451	\$14,428
The Dalles-current	12,500	\$2,317	\$1,789	\$342	\$1,500	\$1,552	\$7,500
The Dalles-pot'l:	12,500	\$2,896	\$2,572	\$1,031	\$7,818	\$1,552	\$15,869
Average:	14,571	\$2,690	\$1,929	\$315	\$1,773	\$1,882	\$8,589
Max:	21,000	\$6,203	\$4,426	\$1,255	\$4,177	\$6,661	\$19,785
Min:	6,452	\$350	\$216	\$0	\$0	\$0	\$1,188
Percentile Rank-current:	34%	41%	58%	64%	49%	55%	38%
Percentile Rank-pot'l:		50%	71%	94%	100%	55%	95%
Cities with populations above 20,000:							
Corvallis ^{2,5}	53,165	975	2,926	228	3,197	4,893	\$12,219
Grants Pass ³	26,085	2,597	2,540	412	526	1,288	\$7,363
Gresham	95,900	3,917	4,770	777	2,636	3,185	\$15,285
McMinnville ⁵	30,215	0	2,808	0	2,117	2,072	\$6,997
Woodburn	22,605	2,085	2,977	330	3,286	1,448	\$10,126
Average:	45,594	\$1,915	\$3,204	\$349	\$2,352	\$2,577	\$10,398
Max:	95,900	\$3,917	\$4,770	\$777	\$3,286	\$4,893	\$15,285
Min:	22,605	\$0	\$2,540	\$0	\$526	\$1,288	\$6,997
Percentile Rank-current:		61%	0%	0%	0%	0%	0%
Percentile Rank-pot'l:		81%	0%	75%	100%	100%	80%
Notes:							
1. SDC of \$1050 includes water, sewer, and transportation.							
2. Assumes 2 bathroom house w/ dishwasher and laundry facilities.							
3. Water SDC is average of two SDCs for different pressure zones.							
4. Includes SDC and connection fee for water and sewer.							
5. For Transportation SDC, assumed 14.5 trip ends per single family residence like The Dalles.							
Percentile Rank indicates the percentage of utilities with SDCs lower than The Dalles at both current and maximum potential levels.							