

AGENDA

REGULAR CITY COUNCIL MEETING

July 13, 2015

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
  - A. Presentation by District 3 Watermaster Regarding Local Water Resources
6. AUDIENCE PARTICIPATION
7. CITY MANAGER REPORT
8. CITY ATTORNEY REPORT
9. CITY COUNCIL REPORTS
10. CONSENT AGENDA

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.

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.

**CITY OF THE DALLES**

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

- A. Approval of June 22, 2015 Regular City Council Meeting Minutes
- B. Approval of June 15, 2015 Town Hall Meeting Minutes
- C. Approval of June 15, 2015 Special Council Meeting Minutes
- D. Resolution No. 15-029 Affirming the Denial of an Application for a Transient Merchant License Submitted by Norman Duncan

11. PUBLIC HEARINGS

- A. Public Hearing to Receive Testimony Regarding Proposed Amendments to the Land Use Development Ordinance (LUDO) [**Agenda Staff Report #15-056**]

12. ACTION ITEMS

- A. Approval of Agreement With Oregon Department of Transportation for Transportation System Plan Funding [**Agenda Staff Report #15-053**]
- B. Recommendation from Riverfront Trail Board for Realignment of Riverfront Trail [**Agenda Staff Report #15-054**]
- C. Approval of Intergovernmental Agreement With Mid-Columbia Fire and Rescue District for Distribution of Annual Enterprise Zone Fees [**Agenda Staff Report #15-055**]

13. DISCUSSION ITEMS

- A. Discussion Regarding Proposed Annexation Policy [**Agenda Staff Report #15-057**]

14. ADJOURNMENT

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This meeting conducted in a handicap accessible room.

Prepared by/  
Julie Krueger, MMC  
City Clerk

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

<b>MEETING DATE</b>	<b>AGENDA LOCATION</b>	<b>AGENDA REPORT #</b>
July 13, 2015	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:** July 1, 2015

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

A. **ITEM:** Approval of June 22, 2015 City Council Meeting Minutes.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The minutes of the June 22, 2015 City Council meeting have been prepared and are submitted for review and approval.

**RECOMMENDATION:** That City Council review and approve the minutes of the June 22, 2015 City Council meeting.

B. **ITEM:** Approval of June 15 Town Hall Meeting Minutes.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The minutes of the June 15, 2015 Town Hall meeting have been prepared and are submitted for review and approval.

**RECOMMENDATION:** That City Council review and approve the minutes of the June 15, 2015 Town Hall meeting.

C. **ITEM:** Approval of June 15, 2015 Special City Council Meeting Minutes.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The minutes of the June 15, 2015 special City Council meeting have been prepared and are submitted for review and approval.

**RECOMMENDATION:** That City Council review and approve the minutes of the June 15, 2015 special City Council meeting.

D. **ITEM.** Resolution No. 15-029 Affirming the Denial of an Application for a Transient Merchant License Submitted by Norman Duncan.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** On June 22, 2015, the City Council conducted a hearing on an appeal filed by Norman Duncan for a denial of an application for transient merchant license. Mr. Duncan did not appear at the hearing to present any testimony. Following the hearing, the Council voted to affirm the denial and directed staff to prepare a resolution setting forth the Council's decision and appropriate findings of fact and conclusions of law.

**RECOMMENDATION:** That City Council adopt Resolution No. 15-029.

## MINUTES

REGULAR COUNCIL MEETING  
OF  
JUNE 22, 2015  
5:30 P.M.

THE DALLES CITY HALL  
313 COURT STREET  
THE DALLES, OREGON

**PRESIDING:** Mayor Steve Lawrence

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

**COUNCIL ABSENT:** None

**STAFF PRESENT:** City Manager Nolan Young, City Attorney Gene Parker, City Clerk Julie Krueger, Administrative Fellow Daniel Hunter, Public Works Director Dave Anderson, Finance Director Kate Mast, Police Chief Jay Waterbury, Planning Director Dick Gassman, Engineer Dale McCabe

### CALL TO ORDER

Mayor Lawrence called the meeting to order at 5:32 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

It was noted Discussion Item 14, C, regarding downtown business incubator, would be pulled from the agenda and Discussion Item 14, B, regarding responsibility of county roads within the City, should be moved to an Action Item.

Councilor Spatz asked that the Council add a discussion item regarding the cost of living adjustment, discussed at the June 8 meeting. He said he had been made aware of information regarding a group of supervisors who would be impacted more than other employees. It was agreed to discuss the matter further.

It was moved by Elliott and seconded by McGlothlin to approve the agenda, as amended. The motion carried unanimously.

### **PRESENTATIONS/PROCLAMATIONS**

#### **Presentation of Water and Sewer Rates Study**

Administrative Fellow Hunter provided the staff report.

Mayor Lawrence said it seemed the conclusion of the report was that our water rates were slightly higher than average and sewer rates, slightly lower. He asked why our rates would be higher than a comparable city. Hunter said there could be many reasons, including miles of lines to maintain, or having the main water source farther away from town. He noted some cities, such as Pendleton also have neighborhood water supplies.

Councilor Brown said he would like to see information regarding commercial water accounts, particularly how other cities calculate water and sewer rates for restaurants.

Public Works Director Anderson said the wastewater rates were mostly driven by regulations, noting the first two phases of the Wastewater Treatment Plant were regulatory. Anderson said other factors in the system were the fact that a lot of lines were needed to accommodate the length of our city and needing pressure stations to accommodate the hilly terrain.

There was a discussion regarding the base number of gallons. Public Works Director Anderson said the 10,000 gallon water base was implemented because the Council had wanted to make sure people could keep lawns green. The City Council asked for information regarding the number of customers who used the 10,000 gallons each month.

There was a discussion regarding water conservation. Public Works Director Anderson said there was a plan in place, but at this time there was no need to restrict water usage.

### **AUDIENCE PARTICIPATION**

Jerry Johnson, 3102 East 13<sup>th</sup> Street, The Dalles, said he wanted to address systems development charges and asked if it would be appropriate to do so at this time or wait until the discussion items came up on the agenda.

Mayor Lawrence asked Mr. Johnson to wait until the subjects came up on the agenda.

### **CITY MANAGER REPORT**

City Manager Young reported ridership on The Dalles Dam shuttles had doubled over the past year. He said staff was in the process of updating the City's website. He said the Riverfront Trail Committee would be meeting this week and a recommendation would be brought forward for Council consideration in July.

### **CITY ATTORNEY REPORT**

City Attorney Parker reported the hangar sale at the Airport had been completed. He said he was working with the Finance Director to prepare amendments to the Transient Room Tax Ordinance, which would come to the Council in the Fall.

Parker said he expected House Bill 3400, regarding marijuana regulations, to be passed by the Legislature and if it did, the Council would need to decide whether they wanted to take to the voters in November, an issue of whether to ban sales in the City.

In response to a question, Parker said if it was banned, the City would not receive any revenue sharing from the State from sales.

### **CITY COUNCIL REPORTS**

Councilor Brown reported he had attended the Traffic Safety Commission meeting and would be attending the Council of Governments meeting on June 23.

Councilor McGlothlin said he had attended the Airport Board meeting, noting a small profit had been made from the recent Fly-In event. He said he had attended the opening of the swimming pool, and attended the beer festival at the Civic Auditorium.

Councilor Elliott reported his attendance at the recent Town Hall meeting, Fly In, and beer festival. He said the next QLife Agency meeting was scheduled for June 25.

Councilor Miller reported her attendance at the Urban Renewal Advisory Committee meeting, swimming pool opening, beer festival, Town Hall meeting, and a concert at St. Peter's Landmark. She said she hoped more people would attend the great entertainment opportunities in the community.

Mayor Lawrence said he spoke at a Men's Breakfast event at The Springs, presented at the Town Hall meeting, attended the Mid Columbia Economic Development District meeting, swimming pool opening, and Community Outreach Team meeting.

### **CONSENT AGENDA**

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

Items approved by Consent Agenda were: 1) approval of June 8, 2015 regular City Council meeting minutes; Resolution No. 15-026 accepting deed of dedication from Wasco County for a 20 foot portion of property adjacent to Shearer Street; and 3) Resolution No. 15-028 concurring with the Mayor's re-appointment of John Nelson to the Planning Commission.

### **PUBLIC HEARINGS**

#### Appeal Regarding Denial of Transient Merchant Permit

City Attorney Parker reviewed the staff report.

#### Testimony

No testimony was provided.

#### Council Deliberation

It was moved by Elliott and seconded by Miller to deny the appeal of the application for a transient merchant license application submitted by Norman Duncan and direct staff to prepare a resolution setting forth the Council's decision, including applicable findings of fact and conclusions of law. The motion carried unanimously.

MINUTES (Continued)  
Regular Council Meeting  
June 22, 2015  
Page 5

### **CONTRACT REVIEW BOARD ACTIONS**

#### **Award Contract for 2015-16 Asphalt for Street Maintenance Project**

Public Works Director Anderson reviewed the staff report.

Councilor Brown said it seemed like the City should have a policy about giving local preference on these types of contracts. It was noted that Klickitat County had such a policy. Staff was asked to research this issue.

It was moved by Miller and seconded by Spatz to authorize the purchase of hot mix asphalt as needed for street maintenance from the lowest cost supplier available at the time of the projects in an amount not to exceed \$366,590. The motion carried unanimously.

### **ACTION ITEMS**

#### **Resolution No. 15-027 Authorizing Transfers of Funds Between Categories of Various Funds, Making Appropriations and Authorizing Expenditures for the Fiscal Year Ending June 30, 2015**

Finance Director Mast reviewed the staff report.

It was moved by McGlothlin and seconded by Elliott to adopt Resolution No. 15-027 authorizing transfers of funds between categories of various funds, making appropriations and authorizing expenditures for the fiscal year ending June 30, 2015. The motion carried unanimously.

#### **Approval of Agreement With Wasco County Regarding Responsibility of Streets in the Urban Growth Area and Annexed Areas**

City Manager Young reviewed the staff report, noting the County had approved the agreement at their last meeting.

Jerry Johnson, 3102 East 13<sup>th</sup> Street, The Dales, pointed out that when people outside the city limits had to pay for infrastructure improvements, it was at a higher cost because the City standards were greater. He provided handouts discussing the definition of systems development charges (SDC's), and examples from two cities of how they charge for SDC's. He said other cities included a connection fee as part of the SDC and said it should be clarified what the cost responsibility was for installing infrastructure.

It was moved by Spatz and seconded by Elliott to authorize the Mayor to sign the agreement with Wasco County regarding responsibility of county roads within city limits. The motion carried unanimously.

### **DISCUSSION ITEMS**

#### **Discussion regarding Extension of Sanitary Sewer Main in East 12<sup>th</sup> Street and Potential Establishment of a Reimbursement District**

Public Works Director Anderson reviewed the staff report, noting this was a request of the property owner. He said it was not a unique request, and other similar requests had all been approved by the Council in the past.

There was discussion regarding whether the septic system had failed, if the property owner was requesting the service in order to develop the property, and how other properties would be affected.

Steve Stroud, 3004 East 12<sup>th</sup> Street, The Dalles, said there were not many neighbors in the area, but he believed they would be reluctant to attend a Council meeting and testify about the issue because they wanted to be good neighbors.

There was discussion regarding how to get neighborhood input, including asking them for letters, or sending out a survey.

Staff was directed to get more information regarding the proposed use for the property, whether the service was needed at this time, and how it might impact neighboring properties.

#### **Discussion Regarding Cost of Living Increase for Exempt Employees**

Councilor Spatz said a concern had been raised that the act of not granting a cost of living increase (COLA) would cause a very narrow gap between the Police Sergeants and those they supervise. He said this was not good for morale and made recruitment for the Sergeant positions difficult. He said the matter should be reconsidered and not wait for a year to evaluate.

Councilor Brown said he thought staff was to bring back salary and benefit information so the Council could look at the overall picture. Councilor Elliott agreed, adding that was why the Council didn't increase health care premiums at this time.

Mayor Lawrence said if the employees had to pay more premium costs, it would have likely been more than the 2% COLA proposed.

Councilor Miller said this was a short-term issue, noting when staff provided the salary and benefit information, Council could consider the whole package.

City Manager Young said staff would be working on the information and should have it for Council consideration in the Fall or Winter.

Spatz said the Sergeant positions should be provided a COLA retroactively. Young said staff would review the concern regarding compression between supervisors and the staff they supervise. He said the City's attorney who helps with union negotiations would be providing the best comparable cities, which would be brought to Council for approval before the study was worked on.

Elliott asked if staff would bring a list of proposed comparable cities for Council to choose from. Young said staff would prepare a list for approval by Council.

**ADJOURNMENT**

Being no further business, the meeting adjourned at 7:27 p.m.

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Submitted by/  
Julie Krueger, MMC  
City Clerk

SIGNED:

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Stephen E. Lawrence, Mayor

ATTEST:

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Julie Krueger, MMC, City Clerk

## MINUTES

TOWN HALL MEETING  
OF  
JUNE 15, 2015  
5:30 P.M.

MID-COLUMBIA SENIOR CENTER  
THE DALLES, OREGON

**COUNCIL PRESENT:** Mayor Steve Lawrence, Linda Miller, Russ Brown, Taner Elliott

**COUNCIL ABSENT:** Tim McGlothlin, Dan Spatz

**STAFF PRESENT:** City Manager Nolan Young, City Clerk Julie Krueger, Administrative Fellow Daniel Hunter, Public Works Director Dave Anderson, Planning Director Dick Gassman, Police Chief Jay Waterbury

### CALL TO ORDER/WELCOME

Mayor Lawrence called the meeting to order at 5:30 p.m. and welcomed everyone in attendance.

### PRESENTATION REGARDING DOWNTOWN ECONOMIC DEVELOPMENT

Mayor Lawrence talked about how the City had assembled a team to work on economic development and revitalize the downtown. He said the City partnered with several agencies, including Main Street Program and Port of The Dalles. He said a Business Development Director had been hired by a contract to help entice businesses to The Dalles. Lawrence said there were many reasons for people to come to our community, including recreational opportunities, historic downtown, weather, the river, agriculture, and others.

City Manager Young noted the City Council had adopted their annual goals, which included three goals pertaining to economic development: Develop, in partnership with Main Street, programs and activities to fill empty downtown store fronts and strengthen its economic vitality; work with the Chamber and Main Street program to maximize use of the Vertical Housing Zone, and other tools to develop upper levels of downtown buildings, including creation of housing opportunities; and during fiscal year 2015-16 budget process consider level and type of resources

to make available to economic development with emphasis on manufacturing jobs and revitalization of the downtown, and then implement that plan.

Young said the City had recently made changes to its economic development staffing, which now included a four-month intern position, a Project Coordinator, Business Development Director, and financial support for the Main Street Program.

Business Development Director Gary Rains reported that citizens would begin to see substantial success in the very near future, due to the work of the economic development team. He said they currently had eight downtown buildings with leases or letters of intent and six projects that were being put in place, including two breweries and the Neon Sign Museum. He said there were currently seven additional proposed projects being worked on. Rains said remarkable progress had been made thanks to the collaborative efforts of the team, governmental partners, local Realtors, banks, and investors.

Main Street Program Director Matthew Klebes discussed the mission of the program to revitalize the downtown, promote design, organization and re-structuring. He said facade restoration projects were being worked on and a new grant program had been developed to assist business owners in improving facades. Klebes said Main Street committees were currently working on bicycle workshops, signage, Summer Fest event, Christmas lights, a Shop Downtown campaign, and placement of additional parklets. He said the annual Main Street conference would be hosted in The Dalles this Fall, bringing over 200 people to our community.

Mayor Lawrence said the economic development team was also working to establish incubator space for start-up businesses in the downtown.

Rodger Nichols asked if there was any new information on the rodeo grounds property ownership. He said the DEQ had approved the permit for the property. City Manager Young said there was no new information to share.

Dave Griffith said the Airport had hosted a successful Fly In event over the weekend and noted the industrial park now had shovel ready lots for development.

Mayor Lawrence said the Airport was important in bringing new business to The Dalles, and reported that the Civic Auditorium's beer festival had also been a great success over the weekend.

MINUTES (Continued)  
Town Hall Meeting  
June 15, 2015  
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City Manager Young said the Airport was in the process of purchasing Hangar D, working to construct a 12,000 square foot flex building that would house Life Flight, and future businesses, and working to develop new hangar space. It was noted that many corporations were now using the Airport, which was very important to the business success of the community.

Matthew Klebes introduced Rick Leibowitz, the new Director of the Small Business Development Center.

Rodger Nichols asked if there was any movement on the golf course project at the Airport. City Manager Young said the environmental review had been completed and a timeline was being developed for the project. He said if deadlines weren't met after the timeline was implemented, a new developer may be sought for the project.

Klebes described the way finding signs proposed for the downtown, saying one side would have photographs of how the downtown looked in years past, and the other side would have maps showing businesses and amenities.

Comments were made regarding the number of out of town tourists visiting the community and participating in events, such as the Color Dash.

Tom Woods asked where the proposed Bicycle Hub would be located. City Manager Young said it was proposed to be located at the Lewis and Clark Festival Park where many amenities, such as water, electric and restrooms were already available. There was discussion regarding private bike hubs. Matthew Klebes said businesses could apply to be a bike hub, meeting just a few criteria.

Woods said he hoped the City continued to look at ways to lower sewer and water rates. City Manager Young said the rates were reviewed annually and the City was able to roll back a proposed increase last year.

Mindy McHale asked about the proposed location for the business incubator. City Manager Young said there would be one location, but it would house several start up businesses.

Nolan Hare said he hoped the City would consider a dedicated funding source to help with sponsorship of community events.

MINUTES (Continued)  
Town Hall Meeting  
June 15, 2015  
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**ADJOURNMENT**

The meeting adjourned at 6:38p.m.

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Submitted by/  
Julie Krueger, MMC  
City Clerk

SIGNED:

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Stephen E. Lawrence, Mayor

ATTEST:

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Julie Krueger, MMC, City Clerk

## MINUTES

SPECIAL COUNCIL MEETING  
OF  
JUNE 15, 2015  
12:00 P.M.

THE DALLES CITY HALL  
313 COURT STREET  
THE DALLES, OREGON

**PRESIDING:** Mayor Steve Lawrence

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

**COUNCIL ABSENT:** None

**STAFF PRESENT:** City Manager Nolan Young, City Attorney Gene Parker, City Clerk Julie Krueger

### CALL TO ORDER

Mayor Lawrence called the meeting to order at 12:01 p.m.

### ROLL CALL

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

### EXECUTIVE SESSION

Mayor Lawrence recessed the meeting to Executive Session at 12:01 p.m., in accordance with ORS 192.660 (2) (g) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

### Reconvene to Open Session

The meeting reconvened to open session at 12:56 p.m.

MINUTES (Continued)  
Special Council Meeting  
June 15, 2015  
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**DECISIONS FOLLOWING EXECUTIVE SESSION**

None.

**ADJOURNMENT**

The meeting adjourned at 12:56 p.m.

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Submitted by/  
Julie Krueger, MMC  
City Clerk

SIGNED:

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Stephen E. Lawrence, Mayor

ATTEST:

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Julie Krueger, MMC, City Clerk

**RESOLUTION NO. 15-029**

**A RESOLUTION AFFIRMING THE DENIAL OF AN APPLICATION  
FOR A TRANSIENT MERCHANT LICENSE SUBMITTED BY  
NORMAN DUNCAN**

**WHEREAS**, Norman Duncan submitted an application for a transient merchant license on April 17, 2015; and

**WHEREAS**, the City Attorney sent a letter on May 8, 2015 to Mr. Duncan notifying him that his application for the transient merchant license had been denied; and

**WHEREAS**, Mr. Duncan filed a Notice of Appeal of the denial on May 15, 2015; and

**WHEREAS**, the City Council conducted a hearing on the appeal on June 22, 2015, and following the close of the public hearing, voted to deny the appeal and directed staff to prepare a resolution setting forth the decision including appropriate findings of fact and conclusions of law; and

**WHEREAS**, the City Council has reviewed and approved the proposed findings of fact and conclusions of law, attached hereto as Exhibit "A";

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

Section 1. Appeal Denied. The appeal of the denial of the application for a transient merchant license submitted by Norman Duncan, is hereby denied, based upon the findings of fact and conclusions of law attached as Exhibit "A".

Section 2. Effective Date. This Resolution shall be effective as of July 13, 2015.

**PASSED AND ADOPTED THIS 13<sup>TH</sup> DAY OF JULY, 2015**

Voting Yes, Councilors: \_\_\_\_\_

Voting No, Councilors: \_\_\_\_\_

Absent, Councilors: \_\_\_\_\_

Abstaining, Councilors: \_\_\_\_\_

**AND APPROVED BY THE MAYOR THIS 13TH DAY OF JULY, 2015**

\_\_\_\_\_  
Stephen E. Lawrence, Mayor

Attest:

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

## EXHIBIT “A”

### FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR DENIAL OF APPEAL CONCERNING TRANSIENT MERCHANT LICENSE FOR NORMAN DUNCAN

#### **Findings of Fact**

1. On April 17, 2015, Norman Duncan submitted an application for a transient merchant license for the purpose of selling packaged jerky. Mr. Duncan proposed to conduct this activity upon an unspecified portion of public right-of-way which is adjacent to the corner of Webber and West Sixth Street, on the north side of Sixth Street. Mr. Duncan was proposing to use a card table to display the product, and not be parking a vehicle upon the public right-of-way. In his application, Mr. Duncan asserted that he did not need to have the permission of the Oregon Department of Transportation (“ODOT”) to conduct this activity, as the property constituted public property.
2. The portion of public right-of-way where Mr. Duncan sought to conduct his activity appears to be under the jurisdiction of both the City of The Dalles and ODOT. In 2005, ODOT granted jurisdiction for the right-of-way for Sixth Street to the City. General Ordinance No. 97-1217 provides that no one shall occupy or encroach upon public right-of-way which is under the jurisdiction of the City without the City’s permission. ODOT’s administrative rules allow for a permit to be issued for certain “pedestrian activities” on state highways including solicitation of business provided the activity does not impede traffic or cause a traffic hazard. ODOT’s administrative rules also provide that a permit for such “pedestrian activities” may not be required when the pedestrian meets the requirements for proper positioning and proper proceeding along a highway under ORS 814.070(1).
3. On May 8, 2015, a letter was sent to Mr. Duncan advising him that the application for a transient merchant permit had been denied. The denial was based upon the following reasons: (1) the local ODOT District Manager had determined the proposed business activity would constitute a safety hazard, (2) the ODOT District Manager’s decision that a required permit for a pedestrian activity to sell goods from the state public right-of-way would not be granted, and (3) the location for the proposed business activity did not satisfy the requirements for issuance of a required permit for a pedestrian activity, as defined in ODOT’s administrative rules.
4. On May 15, 2015, Mr. Duncan filed a notice of appeal. The first point of appeal raised by Mr. Duncan was that the City’s transient merchant license did not include any specific language requiring an applicant to provide proof

that the owner of the property upon which the commercial activity was to occur, had granted approval for the activity to occur. The second point raised in the appeal was that ODOT's administrative rules which require a permit to conduct "pedestrian activity" upon state highway right-of-way did not apply to a portion of the right-of-way which is "non-operational".

### **Conclusions of Law**

5. Concerning the first issue raised by Mr. Duncan, he is correct that the transient merchant ordinance does not include any specific language requiring an applicant to provide proof of approval from the owner of the property upon which the transient merchant activity is to be conducted. However, General Ordinance No. 97-1217 clearly provides that no person shall occupy or encroach upon right-of-way under the City's jurisdiction without the City's permission. The portion of public right-of-way adjacent to the area upon which Mr. Duncan seeks to do business is heavily traveled, and has no sidewalks. The City Council finds and concludes that the proposed business activity upon any portion of right-of-way under the City's jurisdiction would create a traffic hazard, and the City Council would not grant permission to conduct such an activity upon the portion of right-of-way adjacent to Sixth Street and Webber Street. The evidence presented to the City Council establishes that ODOT would not grant permission to conduct the requested business activity upon the portion of right-of-way under its jurisdiction. Section 8(E) of General Ordinance No. 97-1216 provides that a transient merchant license shall not be issued if the applicant is unable to provide proof of compliance with all applicable State and County licensing requirements. Since the applicant cannot establish that he would be able to gain the approval from either the City or ODOT to conduct the requested business activity upon public right-of-way, the decision to deny the application on this ground was appropriate.
6. Concerning the second point raised in the appeal, the Council finds and concludes the provisions of ODOT's administrative rules, particularly OAR 734-058-0010(7) and (9) do not define the term "right of way" in terms of whether the right-of-way is actually operational and has motor vehicle traffic, or whether the right-of-way is not used by vehicular traffic. The Council finds and concludes the second point raised by Mr. Duncan is not sufficient to provide a basis to overturn the denial of the application for the transient merchant license.



## AGENDA STAFF REPORT

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
July 13, 2015	Public Hearings 11, A	15-056

**TO:** Honorable Mayor and City Council  
**FROM:** Richard Gassman, Planning Director  
**THRU:** Nolan Young, City Manager *NyJ*  
**DATE:** July 13, 2015

**ISSUE:** Amendments to the Land Use and Development Ordinance.

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

**PREVIOUS AGENDA REPORT NUMBERS:** N/A

**BACKGROUND:** Periodically the City proposes a group of amendments to the Land Use and Development Ordinance (LUDO). These amendments include both minor changes for clarification and more substantive changes. This group of proposed changes was reviewed by the Planning Commission at a work session, suggested modifications were made, and a public hearing is scheduled for July 2, 2015.

**PROCEDURE:** This is a legislative type public hearing. After the hearing, the Council can direct staff to prepare an ordinance containing the amendments, if any, approved by the Council. Staff will bring the ordinance back to the Council at a later date. If Council decides not to make any amendments, this item is concluded.

**NOTIFICATION:** These proposed code changes require a 35 day notice to the Department of Land Conservation and Development. That notice was sent on April 13, 2015, at least 35 days before the first hearing. A notice for this hearing was published in The Dalles Chronicle on July 3, 2015, as required by the LUDO.

**COMMENTS:** As of the date of the preparation of this report, no comments have been received from the public for this hearing.

**BUDGET IMPLICATIONS:** Adoption of these recommendations would have no effect on the budget.

**RECOMMENDATION:** Attached to this staff report is the staff report, containing a list of proposed amendments, prepared for the Planning Commission hearing on July 2. The proposed changes are listed in order by LUDO code number. The ~~lined-out~~ words signify a proposed deletion, and **bold** signifies proposed new language. If the Planning Commission makes any changes to the proposed amendments at the July 2 hearing, the Council will be advised as soon as practical.

Staff recommends that the City Council adopt the amendments as recommended by the Planning Commission.

**SUGGESTED ALTERNATIVE MOTIONS:**

1. If the Council decides to approve the recommendations of the Planning Commission, an appropriate motion would be: *Move to approve the amendments as recommended by the Planning Commission, and direct staff to prepare an ordinance with appropriate findings of fact, and bring the ordinance back to Council at a later date.*
2. If the Council decides to amend the recommendations, an appropriate motion would be: Move to amend the recommendations of the Planning Commission, then state the amendment(s) desired. If one or more amendments are approved, then a second motion would be: Move to approve the recommendations of the Planning Commission as amended, and direct staff to prepare an ordinance with appropriate findings of fact, and bring the ordinance back to Council at a later date.
3. If the Council decides not to approve the recommendations, an appropriate motion would be: Move to not approve the amendments, and state the reasons for not approving them.

**City of The Dalles Proposed LUDO Amendments  
Summer 2015**

1. 2.030. Amend definition of Residential Care Facility by adding sentence to the end of the current definition as follows: **“A facility with over 15 patients does not qualify as a residential care facility.”**
2. 5.010.050, 5.020.050, 5.030.040. Add sentence at end of building orientation as follows: **“Front building orientation cannot be modified from its original design to meet this criteria.”**
3. 5.010.060 and 5.020.060. Change A.4 by adding the word “front” before “porch”. Covered **front** porch entries.
4. 5.010.060, 5.020.060. Change A.5 by adding the word “front” between the words “recessed” and “entries”. Recessed **front** entries.
5. 5.010.050, 5.020.050 and 5.030.040. Amend language of side yard setbacks to be the same in each section, as follows:

<b>Side Yard (interior)</b>	<b>5 ft. minimum</b>
<b>Single Family Detached Corner Duplex</b>	<b>8 ft. on one side of a dwelling with zero setback on the opposite side, if either similar setbacks on adjacent property, or at least 10 ft separation of buildings.</b>
<b>Attached Row House</b>	<b>8 ft. minimum for end units; zero setback where common walls exist.</b>

6. 5.020.060 F, 5.030.060 E. Change required distance between buildings on the same lot from 20 feet to **10** feet.
7. 5.030.040. Change front yard setback in the RM zone from 10 feet to **15** feet.
8. 5.030.040. Add new neighborhood compatibility section as in 5.010.040 and 5.020.040, and renumber existing sections.

**5.030.040 Neighborhood Compatibility**

**To insure maximum compatibility with the surrounding established neighborhood, all new buildings and structures proposed in established neighborhoods in the RM-Medium Density Residential District shall comply with the provisions of Section 3.040: Neighborhood Compatibility Review. Where applicable, the Neighborhood Compatibility Standards shall take the place of the Development and Design Standards, including Exceptions, of this Section.**

To determine if Neighborhood Compatibility Review is required, see the definitions of “Neighborhood Area” and “Established Neighborhood” in Section 3.040: Neighborhood Compatibility Review.

9. 5.050.090. Add a new Section as follows: **5.050.090 “Prohibited Uses. No outside storage is allowed in the Central Business Commercial District.”**
10. 5.060.040. Add sentence to Building Height. **“Maximum height for industrially zoned property north of Webber Street and east of Interstate is 75 feet with a maximum of 110 feet upon obtaining a Conditional Use Permit.”**
11. 6.010.050 E 3. Change height from 6 feet to 4 feet.
12. 6.020.040 A. Change the heading from “Residence” to **“Property”**.
13. 6.020.040 A.2. Change the language from ~~“conducted at home”~~ to **“conducted on the property”**.
14. 6.030.020. D. Amend first sentence to read as follows: **“The height of accessory structures shall not exceed 80% of the primary structure’s height, or 18 feet, whichever is higher.”** Delete the second sentence. ~~Notwithstanding the prior sentence, accessory structures up to 14 feet in height are allowed in all zones.~~
15. 6.030.030. Accessory Dwellings. Add a provision that approval of an accessory dwelling would be conditioned on the requiring of a recorded document that identifies the accessory dwelling and lists LUDO restrictions. **“M. Recording. Prior to final approval of an accessory dwelling, the owner shall record an instrument prepared by the City that identifies the property as having an accessory dwelling and lists the restrictions contained in the LUDO. A copy of the recorded instrument shall be provided to the City.”**
16. 6.060.040. Add language to the general section as follows: **“Drive approaches installed in the public right of way shall be constructed of concrete, in accordance with City Public Works Department Standards. Driveways on private property shall meet the requirements set out in paragraphs B or C.”**
17. 6.060.040 A. Delete first sentence. ~~Driveway connections to City streets shall be constructed of concrete in accordance with City Public Works Department Standards.~~
18. 6.160.020 C. Add a new paragraph C to read as follows: **“Use of Recreational Vehicle for Sleeping or Household Purposes. A recreational vehicle may be used for recreational or sleeping purposes only under the following circumstances:**
  - A. **On the premises of a private residence and with the consent of the owner(s) of the property, provided that such use by any number of vehicles is limited to not more than seven (7) days in any ninety (90) day period.**
  - B. **With the consent of the property owner, and the consent of the property owners of the properties which are immediately adjacent to the property upon which the recreational vehicle would be parked, the City Manager may approve a special**

**temporary use permit for recreational vehicle use of up to ninety (90) days duration in order to alleviate a temporary housing hardship which cannot otherwise be satisfied within a recreational vehicle park. Such approval shall be subject to any conditions which the City Manager deems appropriate to maintain public safety and community aesthetics. In addition, any such permit may be revoked by action of the City Council.**

**C. It is unlawful for any person to discharge wastewater from a recreational vehicle to a storm sewer, sanitary sewer, street, or upon private property except at an approved holding facility or dump station.**

**D. No utility connections shall be made across a public right-of-way to a recreational vehicle.**

19. 8.050.040. B and C. Change A1 and A2 to **Zone 2 of the February 2011 Geohazard Study.**

20. 10.040 A. 1. Change language from ~~“shall be separated from curbs by a planting area that provides at least five feet of separation”~~ to **“may be separated from curbs by a planting area that provides at least five feet of separation”**.



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

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## **AGENDA STAFF REPORT**

### **CITY OF THE DALLES**

<b>MEETING DATE</b>	<b>AGENDA LOCATION</b>	<b>AGENDA REPORT #</b>
July 13, 2015	Action Items 12, A	15-053

**TO:** Honorable Mayor and City Council

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

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

**DATE:** June 22, 2015

**ISSUE:** Authorization of Transportation System Plan Update Intergovernmental Agreement and Grant Match.

**CITY COUNCIL GOALS:** A-7: Complete Transportation System Plan (TSP) update.

**PREVIOUS AGENDA REPORT NUMBERS:** Budget Issue Paper 15-029.

**BACKGROUND:** The City has been awarded a Transportation Growth Management (TGM) Grant in the amount of \$128,250 from ODOT to update its Transportation System Plan (TSP). The City's financial match of \$50,000 was budgeted and is to be paid to ODOT from the 2014/15 budget. ODOT will manage the grant and all contracts for this project. They have completed a contractor solicitation process and the firm of Kittelson and Associates Inc. has been selected to perform the work. The scope of work for the project has been finalized and is outlined in the attached Intergovernmental Agreement (IGA). Under the terms of the award, an Intergovernmental Agreement must be executed and all work related the TSP must be completed by June 30, 2016.

The project will utilize input from both a Technical Advisory Committee and a Public Advisory Committee. One of the key items in the project scope is to "develop plan elements that guide pedestrian and bicycle facilities to achieve maximum connectivity between bicycle, pedestrian, transit, and community destinations, securing an intermodal network of

safety and access for all types of users.” Recommendations from the recently formed Bicycle Advisory Committee will feed directly into the TSP update process. The Committee’s first meeting was March 17, 2015.

**BUDGET IMPLICATIONS:** Funds to provide the match for the grant are budgeted in Fund 13, the Transportation System Reserve Fund, to be transferred to Fund 18, the Special Grants Fund, from where they will be expended. A total of \$80,000 in Transportation System Development Charges was budgeted in Fund 13, line 013-9500-431.18-00 for this project, only \$50,000 of which will be utilized. There are adequate funds budgeted for this project.

**RECOMMENDATIONS:**

1. **Staff Recommendation:** *Move to authorize the City Manager to sign the Intergovernmental Agreement with ODOT for the completion of the Transportation System Plan Update and expenditure in an amount not to exceed \$50,000 as match for the project grant funding.*
2. Deny authorization to sign the Intergovernmental Agreement and expend match funds, and provide additional direction to staff.

**INTERGOVERNMENTAL AGREEMENT**  
City of The Dalles, Transportation System Plan Update

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and the City of The Dalles (“City” or “Grantee”).

**RECITALS**

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Moving Ahead for Progress in the 21<sup>st</sup> Century (“MAP-21”) funds. Local funds are used as match for MAP-21 funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. DEFINITIONS**

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. “City's Amount” means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. “City's Matching Amount” means the amount of matching funds which City is required to expend to fund the Project.

C. “City's Project Manager” means the individual designated by City as its project manager for the Project.

D. “Consultant” means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. “Consultant’s Amount” means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. “Federally Eligible Costs” means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

H. “Grant Amount” or “Grant” means the total amount of financial assistance (including City's Matching Amount) disbursed under this Agreement, which disbursements consist of the City's Amount and the Consultant’s Amount. ODOT may use any of the City’s Matching Amount to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds.

I. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.

J. “PSK” means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. “Project” means the project described in Exhibit A.

- L. "Termination Date" has the meaning set forth in Section 2.A below.
- M. "Total Project Costs" means the total amount of money required to complete the Project.
- N. "Work Product" has the meaning set forth in Section 5.I below.

## **SECTION 2. TERMS OF AGREEMENT**

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. Further, ODOT's obligation to make any disbursements under this Agreement is subject to payment of the City's Matching Amount by City to ODOT. This Agreement terminates on December 31, 2016 ("Termination Date").

B. Grant Amount. The Grant Amount which includes City's Matching Amount of \$50,000 shall not exceed \$190,910.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$190,910.

E. City's Matching Amount. The City's Matching Amount is \$50,000. City shall pay ODOT the City's Matching Amount at time of the signing of this Agreement

## **SECTION 3. [RESERVED]**

## **SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION**

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

C. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

## **SECTION 5. GENERAL COVENANTS OF CITY**

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized

representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21<sup>st</sup> Century ("MAP-21"), local government, and State of Oregon funds.

"The contents of this document do not necessarily reflect views or policies of the State of Oregon."

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its "home page".

J. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs; and
- (c) A list of final deliverables.

L. Single Audit Act Requirements. The TGM Program receives MAP-21 grant funds through the Catalog of Federal Domestic Assistance ("CFDA") No. 20.205 and is subject to the regulations of the Federal Highway Administration ("FHWA"). City is a sub-recipient. If City expends \$500,000 or more of federal funds (from all sources) in its fiscal year beginning prior to December 26, 2015, City shall have a single organization-wide audit conducted in accordance with the Single Audit Act, as amended. If City expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, City shall have a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subtitle B, with guidance at 2 C.F.R. part 200. Copies of all audits must be submitted to ODOT within 30 days of completion. If City expends less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, City is exempt from federal audit requirements for that year.

## **SECTION 6. CONSULTANT**

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
  - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
  - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
  - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
  - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

#### **SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS**

- A. [Reserved]
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

#### **SECTION 8. TERMINATION**

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

## **SECTION 9. GENERAL PROVISIONS**

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt

of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim ), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative

intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to

sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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

**City**

*City of The Dalles*

By: \_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

Date: \_\_\_\_\_

**ODOT**

STATE OF OREGON, by and through  
its Department of Transportation

By: \_\_\_\_\_  
Jerri Bohard, Division Administrator  
Transportation Development Division

Date: \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE**

Approved as to legal sufficiency by the  
Attorney General's office.

By: \_\_\_\_\_  
(Official's Signature)

Date: \_\_\_\_\_

**Contact Names:**

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The Dalles, OR 97058  
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E-Mail: portoffice@frontier.com

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**EXHIBIT A**  
**STATEMENT of WORK and DELIVERY SCHEDULE**  
**for**  
**TGM 4B-14**  
**City of The Dalles Transportation System Plan Update**

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**Definitions**

Agency/ODOT - Oregon Department of Transportation  
APM – Agency Project Manager  
City – City of The Dalles  
CMF -- Crash Modification Factor  
GIS – Geographic Information Systems  
NTP -- Notice to Proceed  
OAR – Oregon Administrative Rules  
PAC – Public Advisory Committee  
PMT – Project Management Team  
TAC – Technical Advisory Committee  
TPAU – Transportation Planning Analysis Unit  
TPR- Transportation Planning Rule  
TSP – Transportation System Plan

## **A. PROJECT DESCRIPTION and OVERVIEW of SERVICES**

Agency is contracting with Consultant for Services in connection with the following project (the “Project”):

### **Project Purpose and Transportation Relationship and Benefit**

The City of The Dalles (“City”) recognizes that transportation is key to the community's economic and social well-being and that the 1999 Transportation System Plan (“TSP”) is outdated. This Project involves a comprehensive update to the TSP (the “Updated TSP”) that will ensure the transportation system supports the economic and community goals of the City. The Updated TSP will support the implementation of The Dalles Comprehensive Plan by developing a transportation system for all modes that will support the planned residential, commercial and industrial growth in the City. The Updated TSP must provide a priority project list, costs and a funding plan. The Updated TSP must comply with the Transportation Planning Rule (“TPR”), and the Oregon Highway Plan.

### **Project Area**

The Project Area is the land within the City’s Urban Growth Boundary. Roadways included in the Updated TSP fall under the jurisdictions of the City, Wasco County (the “County”) and the Oregon Department of Transportation (“ODOT”).

### **Problem Statement**

The 1999 TSP is over 15 years old and reflects a dated planning context. Since 1999 nearly 850 acres of residential and industrial lands has been annexed into the City. The following information and issues provide context and illustrate the challenges, opportunities and needs tied to updating the City’s TSP:

- The Updated TSP must reflect any revised zoning ordinances and must align with the City’s Comprehensive Plan and Development Code and may identify policies to support compact, pedestrian-oriented development.
- Jurisdiction of important arterial streets (W 6th Street and W 2nd Street) has been transferred from ODOT to the City. The City desires to upgrade the facilities to current City and Americans with Disabilities Act (“ADA”) standards, address freight mobility needs and pedestrian and bicycle facilities.
- The Chenoweth Interchange Area Management Plan (“Interchange AMP”) was adopted in July 2010 and needs to be integrated into the Updated TSP. The Interchange AMP is intended to maximize the long-term efficiency of the interchange and promote economic development in the interchange influence area.
- Transportation system improvements are required to support industrial uses, and the Updated TSP must address the freight needs of rail, marine and truck operators as well as the Port of The Dalles (the “Port”).
- Growth in and around the Port requires planning to identify cost-effective improvements at the Webber Street interchange.
- Master plan updates by North Wasco County School District 21 and Mid-Columbia Medical Center create opportunities to promote active transportation choices to and from these activity centers.

- A new community transit center is planned on Chenoweth Loop near W 6th Street and active transportation facilities are needed to support community access to the transit center.
- This Project will plan and implement strategies which promote accessibility and connectivity to preserve the local character of The Dalles.
- Networks that provide safe and more comfortable access to and from schools, and bicycle/pedestrian connections to downtown are important for youths, aging populations, and the overall community. The City desires to have continuous sidewalks and bike facilities which connect schools, businesses, recreation areas, grocery stores, government facilities or healthcare.
- The Dalles Marine Terminal was completed and became operational in the summer of 2013. This new facility allows passenger ships to dock and encourages tourism with approximately 500 visitors per week to date.

### **Project Objectives**

- Adopt an Updated TSP that provides for a safe, efficient, multi-modal transportation network, based on the needs of existing and planned land uses;
- Reduce the number and severity of fatal and serious injury crashes;
- Improve the multimodal transportation network throughout the City. This includes improving local, collector and arterial street connectivity to provide alternative routes, reducing the burden on the state highway system and reducing the need for expensive capital improvements;
- Identify areas where refinement plans, Transportation System Management and Operations strategies or interim measures would increase the life of a facility or delay the need for improvements;
- Identify interim, short-term and long-term transportation solutions that will eliminate the current barriers to development and redevelopment;
- Apply least-cost, phased improvements and proportionate share funding strategies for needed improvements to ensure short and long-term transportation issues are addressed.
- Evaluate potential transportation impacts of the industrial areas, mixed use areas, business districts and other priority area and identify solutions that will reduce transportation as a significant barrier to development of these sites;
- Evaluate and provide alternative solutions to address the needs of downtown businesses, balancing the need for access and visibility with traffic flow;
- Determine the appropriate means for managing the State highways and major arterials to meet both local and through traffic needs as well as improving safety and mobility for all users -- auto, transit, pedestrians, bicyclists and motor carriers;
- Develop plan elements that guide pedestrian and bicycle facilities to achieve maximum connectivity between bicycle, pedestrian, transit, and community destination, securing an intermodal network of safety and access for all types of users;
- Provide a data driven safety plan that focuses on reducing or eliminating fatal and serious injury crashes;
- Promote opportunities to maximize use of multimodal transportation options and to reduce the need for vehicle trips by supporting compact development, multi-use trail planning and transit service expansion;

- Work with City and planning commissions, local representatives of people with disabilities, the travel disadvantaged, and the general public to obtain input and address the needs of transportation system users;
- Ensure compliance with the TPR, Oregon Transportation Plan, and Oregon Highway Plan;
- Review recent changes to the TPR and Oregon Administrative Rules (“OAR”) related to access management and alternative mobility standards to identify opportunities to address land use development issues; and
- Develop implementation policies which support a safe, convenient, and economical transportation system for all modes.

## **GENERAL PROVISIONS**

### **Expectations about Written and Graphic Deliverables**

The Updated TSP must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, information must be presented in tabular or graphic format, with a simple and concise accompanying narrative (e.g. system inventories, traffic conditions). Electronic documents must be in a format easily translated by a screen reader or text-to-voice software. Memoranda and reports must be formatted for 8½-inch by 11-inch or 11-inch by 17-inch paper.

Consultant shall provide digital copies of written deliverables to the Project Management Team (“PMT”), including the City and the Agency’s Project Manager (“APM”), in Word and .pdf. Final versions of deliverables must be provided in an open universally readable format.

Consultant shall provide any Geographic Information Systems (“GIS”) layers used for inventory and graphic deliverables to both ODOT’s Transportation Planning Analysis Unit (“TPAU”) and the Geographic Information Services Unit.

The following apply to all deliverables unless otherwise specified in individual tasks:

#### **1. Draft Materials**

Draft deliverables must be substantially complete and any changes or revisions needed to address comments will be minor. Technical memoranda will typically be 10-30 pages in length with a one page summary of the keys elements of the Tech Memos and delivered in electronic PDF and Word formats.

Consultant shall provide draft deliverables to the PMT at least ten working days prior to the scheduled meeting or public release.

The City and ODOT shall each submit one set of consolidated, coordinated comments on draft deliverables to Consultant within ten working days after receipt or corresponding set of meetings, unless otherwise directed by PMT.

Consultant will not be required to make major or extensive revisions to deliverables beyond the task descriptions in this Statement of Work and Delivery Schedule (the “SOW”) without an approved WOC

amendment. This provision does not limit the right of Agency to require correction of deliverables that do not meet the requirements of this SOW.

## 2. Text deliverables

The following text must appear in final deliverables produced by the Consultant for the Project:

*This Project is partially funded by a grant from the Transportation and Growth Management (“TGM”) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century (“MAP-21”), local government, and State of Oregon funds. The contents of this document do not necessarily reflect views or policies of the State of Oregon.*

The Consultant’s name or logos may not appear on Final Updated TSP documents, with the exception of the acknowledgement page.

## 3. Maps and graphic deliverables

Maps and site plans must be provided as electronic deliverables which can be read and used directly with ArcGIS 9.0, geo-referenced to the appropriate GIS base data, or in a format as agreed by the PMT.

Maps and graphics must include details necessary to ensure usability. Maps must include, at a minimum: a scale; a direction indicator indicating north; a color scheme that ensures readability in black and white; a legend; source; and date for the underlying information.

All graphics, including but not limited to vector based graphics, perspectives, axonometric drawings and elevations created digitally, must be delivered to the PMT digitally in both the native format in which they are created (such as Adobe InDesign, Photoshop, Sketch up, AutoCAD etc.) and in an open universally readable format (such as PDFs and or JPGs), as agreed between the Consultant, City and Agency.

### **Web Access to All Materials**

Consultant shall provide the PMT with continued web access to all completed Project files throughout the duration of the Project. Consultant may satisfy this requirement for an online repository of electronic Project files by providing a dedicated webpage for PMT use which includes links to each file, providing access to a File Transfer Protocol site enabling direct downloading of Project files, or an alternative distribution method as agreed by the PMT.

### **Expectations About Meetings and Public Involvement**

The Public Involvement Program must comply with Statewide Planning Goal 1 (Citizen Involvement), which calls for “the opportunity for citizens to be involved in all phases of the planning process.”

The City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group including those with limited English proficiency, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, State, local, and tribal programs and policies.

“Meaningful involvement” means that:

- (1) Potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health;
- (2) The public's contribution can influence the regulatory agency's decision;
- (3) The concerns of all participants involved will be considered in the decision making process; and
- (4) The decisionmakers seek out and facilitate the involvement of those potentially affected.

The City shall consider Title VI of the Civil Rights Act of 1964 regarding outreach to minorities, women, and low-income populations. Special efforts shall be directed to ensuring outreach to and representation of minorities, women, and low income populations.

The primary aspect of public involvement shall be through the Project web site, joint Technical Advisory Committee (“TAC”) and Public Advisory Committee (“PAC”) meetings, public presentations, and Planning Commission and City Council meetings. The City shall ensure that meetings include outreach to and opportunity for representatives of the following interests to be heard: property owners, property development, business, residents-at-large, local government agencies, freight, and environmental justice. The City shall transmit any comments received outside of the processes in this SOW to the Consultant.

Specific information regarding the deliverables and responsibility of public involvement tasks are listed under the appropriate task. Meeting materials for each Joint TAC meeting, PAC meeting and public presentation must include 25-30 PowerPoint presentations and up to eight presentation boards.

### **Traffic Analysis Expectations**

An Oregon-registered professional engineer (civil or traffic) shall perform or oversee all traffic analysis Services. Any final Tech Memos containing traffic analysis must be stamped by the engineer. Traffic analysis software must follow Highway Capacity Manual 2010 procedures except for signalized intersections must use Highway Capacity Manual 2000. Traffic analysis must comply with ODOT’s Analysis Procedures Manual available at: <http://www.oregon.gov/ODOT/TD/TP/Pages/APM.aspx>.

Consultant shall coordinate all analysis with the TPAU. Consultant shall get approval of methodology from the TPAU prior to beginning analysis.

### **Expectations About Project Management**

Project management tasks are integrated into each of the tasks in this SOW, but are described here to establish a framework for managing the Project. A PMT, comprised of a City Project Manager, APM, and Consultant shall provide overall guidance for the Project. The PMT shall meet during performance of individual tasks in order to coordinate logistics of the Project and to give feedback to Consultant. The PMT shall meet by telephone conference; the duration of each meeting is not expected to exceed two hours.

The City shall maintain coordination for the overall Project. The City is expected to provide complete information to the PMT in a timely manner. The City shall coordinate all local agency Planning Commission and City Council meetings, work sessions and hearings, and any public presentations. The City shall coordinate all necessary public notices and notifications.

### **Task 1: Project Management**

**Objective:** To provide the project management tools necessary for successful development of the Updated TSP.

#### **1.1 Committee Rosters**

City shall establish and prepare Committee Rosters for the following:

- i. The PMT led by City's Project Manager, which will manage the day-to-day tasks related to keeping the Project on schedule. The PMT must include the City's Project Manager, Consultant Project Manager and APM but may include others as needed.
- ii. The TAC, which will provide the primary technical review and guidance for the Project and is expected to include representatives from the following:
  - a) The Dalles Planning Department;
  - b) The Dalles Public Works and Engineering;
  - c) Wasco County;
  - d) Public safety;
  - e) Department of Land Conservation and Development;
  - f) ODOT;
  - g) Mid-Columbia Council of Governments – Transit (MCCOG Transit);
  - h) Port of The Dalles;
  - i) Active transportation interests; and
  - j) Others as deemed appropriate or invited to participate in individual meetings when certain expertise is required or throughout the Project.
- iii. The PAC, which will consist of up to 15 representative community members that will inform the Project from their respective community perspectives. The PAC may include representation from the following:
  - a. Local business community;
  - b. City Council;
  - c. City Planning Commission;
  - d. North Wasco School District No. 21;
  - e. Columbia Gorge Community College;
  - f. Mid-Columbia Economic Development District;
  - g. The Dalles Area Chamber of Commerce;
  - h. The Dalles Main Street Organization;
  - i. The Columbia Gorge Regional Airport;

- j. Local and statewide freight;
- k. Railroads
- l. Northern Wasco County Parks and Recreation District;
- m. Mid-Columbia Council of Governments - Transit;
- n. Wasco County Health Department;
- o. Mid-Columbia Medical Center;
- p. Columbia Gorge Commission;
- q. Oregon Parks and Recreation Department;
- r. Active Transportation advocates;
- s. Native American Tribes;
- t. Representative of the transportation disadvantaged; and
- u. Representatives from Title VI communities

### **1.2 Kick-Off Meeting Conference Call**

The City shall arrange and Consultant shall facilitate a Kick-Off Meeting Conference Call to review Project Objectives, processes and timelines. The Kick-Off Meeting must be held within two weeks of Notice to Proceed. Consultant shall provide a written agenda at least two business days prior to the Kick-Off Meeting, and provide a meeting summary no later than one week following the Kick-Off Meeting.

### **1.3 PMT Teleconferences**

Consultant shall arrange up to eight teleconferences with the PMT, both scheduled and as required to address a specific Project issues. Dates and times of scheduled teleconferences will be determined at the Kick-Off Meeting. Consultant shall arrange a standard call-in number and provide teleconference dates, times and access information to the PMT members as needed. Consultant shall develop a written agenda for each teleconference, and shall disseminate the agenda to the PMT no later than the evening prior to the teleconference.

### **1.4 Project Website**

Consultant shall establish and maintain a Project Website during the entire Project. Consultant shall coordinate with the PMT as needed to provide a linkage between the Project Website and the City and ODOT websites according to City/ODOT requirements. Consultant shall be responsible for all aspects of the Project Website, including: development, registration, hosting, gathering/monitoring of content, and controls, as required by, and subject to approval by the City and APM. The Project Website must include a disclaimer indicating that offensive or harmful language posted by public will be deleted. The Project Website must be accessible within two weeks after the Kick-Off Meeting and remain active for a minimum of six months following Project completion.

The Project Website must include, at a minimum the following: Draft and Revised Tech Memos; all maps and graphics developed for this Project in PDF or JPG format; and meeting information (times, locations, agendas, summaries, and materials).

The Project Website must include an interactive on-line mapping tool element that allows the public to provide input and to pinpoint issues, ideas, and comments directly on a map of the Project Area.

### **1.5 Refined Project Schedule**

Consultant shall prepare a Refined Project Schedule and deliver that schedule to the PMT within two weeks after the Kick-Off Meeting in a format agreed to by the PMT. Consultant shall schedule and perform tasks concurrently, to minimize time. Consultant shall update the Refined Project Schedule as needed, and at the PMT's request, and distribute updated schedule to PMT.

#### **City Deliverables**

- 1A Committee Rosters
- 1B Kick-off Meeting Conference Call
- 1C PMT Teleconferences

#### **Consultant Deliverables**

- 1A Kick-Off Meeting Conference Call
- 1B PMT Teleconferences (up to 8)
- 1C Project Website
- 1D Refined Project Schedule

### **Task 2: Plans and Policy Review**

Objective: Assess existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of the Updated TSP.

#### **2.1 Background Documents**

Upon request of Consultant, the City and ODOT shall provide the most current version of the following documents in electronic format, as available:

- OAR chapter 734 division 051
- Oregon Highway Plan
- Chenoweth Interchange Area Management Plan
- Oregon Freight Plan
- Oregon Public Transportation Plan
- Oregon Rail Plan
- Oregon Aviation Plan
- Oregon Bicycle/Pedestrian Plan
- Oregon Transportation Safety Action Plan
- ODOT funding projections
- Statewide Planning Goals
- OAR chapter 660 division 012, known as the TPR
- Statewide Transportation Improvement Program

- ODOT Highway Design Manual
- Oregon Roadway Departure Safety Implementation Plan
- Oregon Intersection Safety Implementation Plan
- Oregon Bicycle and Pedestrian Safety Implementation Plan
- Oregon Resilience Plan
- Mid-Columbia Transit Regional Transportation Plan
- The Dalles Comprehensive Plan
- 1999 TSP
- Wasco County TSP
- Ongoing amendments or updates to 1999 TSP project lists and costs
- The Columbia Gorge Regional Airport Master Plan
- Columbia River Gorge National Scenic Area Management Plan
- City's Development Code
- City Buildable Lands Inventory
- City Economic Opportunities Analysis Report
- City's current and past budget for transportation
- City's current and historic funding and sources
- City Parks and Recreation District Master Plan

## **2.2 Draft Tech Memo #1: Plans and Policy**

Consultant shall prepare Draft Tech Memo #1 to provide the baseline of existing plans, policies, standards, rules, regulations, and other applicable documents as they pertain to development of the Updated TSP. Draft Tech Memo #1 is intended to guide later decisions regarding selection of preferred alternatives and necessary amendments to pertinent document and regulations. Draft Tech Memo #1 must summarize the applicability of any background documents to the Updated TSP.

Consultant shall submit Draft Tech Memo #1 to PMT for their review and comment. City and APM will submit comments to Consultant.

## **2.3 Analysis Methodology & Assumptions Memorandum**

Consultant shall prepare and submit a draft and revised Analysis Methodology & Assumptions Memorandum for existing conditions, future conditions, and alternatives analysis to the TPAU and PMT. Consultant shall obtain approval of the analysis methodology from the TPAU and PMT prior to beginning the analysis and shall revise memorandum accordingly.

## **2.4 Draft Tech Memo #2: Goals, Objectives, Evaluation Criteria**

Consultant shall prepare Draft Tech Memo #2 to establish the goals, objectives, and evaluation criteria for later use in setting policy and selecting preferred alternatives. Goals, objectives, and evaluation criteria serve as the basis for the needs analysis, policy and ordinance development, and project selection. Additionally, these goals, objectives, and evaluation criteria must be structured in a way that informs relevant, strategic, actionable policies in support of Statewide

Planning Goal 12 “to provide and encourage a safe, convenient, and economical transportation system” and to “facilitate the safe, efficient and economic flow of freight and other goods and services.”

Consultant shall review existing transportation policies and compare with Project goals and outcomes. Consultant shall draft any Policy revisions for consideration by the City, Agency, TAC and PAC consistent with the community’s goals, as reflected in Draft Tech Memo #2.

Draft Tech Memo #2 must, at a minimum, address each of the objectives listed under “Project Objectives” above along with the objectives listed in the 1999 TSP and the Transportation element of the current Comprehensive Plan. Consultant shall submit Draft Tech Memo #2 to PMT for their review and comment. City and APM will provide comments to Consultant.

### **2.5 Final Tech Memo #1 and Revised Tech Memo #2**

Consultant shall revise Draft Tech Memos #1 and #2, incorporating consolidated comments from PMT and produce final versions of Tech Memo #1 and Tech Memo #2.

#### **City Deliverables**

- 2A Background Documents
- 2B Comments on Draft Tech Memos #1 and #2

#### **Consultant Deliverables**

- 2A Draft Tech Memo #1
- 2B Analysis Methodology and Assumptions Memorandum
- 2C Draft Tech Memo #2
- 2D Final Tech Memo #1
- 2E Revised Tech Memo #2

### **Task 3: Transportation System Inventory and Existing Conditions**

Objective: Establish a baseline understanding of the current City transportation system; identify opportunities, deficiencies, and solutions.

#### **3.1 Draft Tech Memo #3: Existing Conditions Inventory and Analysis**

Consultant shall prepare Draft Tech Memo #3, which will include an assessment of the existing conditions in the Project Area. Consultant actions to prepare Draft Tech Memo #3 must include the following:

##### **1 Conduct System Inventory**

Consultant shall inventory the existing transportation system within the Project Area.

Inventories must be presented in tabular Excel or GIS format, with a simple and concise accompanying narrative. This information may be obtained from the 1999 TSP,

Comprehensive Plan and other sources. The City and ODOT may provide Consultant with

additional information as needed. The Consultant's inventory must include the following elements:

i. Lands and Population Inventory

Consultant shall inventory available lands data to identify existing, planned, and potential land uses, and environmental constraints to development. The Lands and Population Inventory must be consistent with acknowledged comprehensive plans and based on data assembled by the City that must include the following:

1. In-process, developed, undeveloped, under-developed, and un-developable lands
2. Zoning, both current and planned including the Columbia River Gorge National Scenic Area
3. Natural resources and environmental barriers
4. Activity centers that are likely destinations for bicyclists and pedestrians, such as schools, parks, commercial centers, and neighborhood centers
5. Historic and projected population growth patterns

ii. Roadway System Inventory

Consultant shall inventory existing road system characteristics to establish a baseline for comparison with future needs. Roadway System Inventory must be based on GIS data, as available, provided by ODOT and City. Where GIS data is not available or applicable, data will be provided in an Excel database. The Consultant's road system inventory must include the following:

1. Facility functional classifications for state and local roads
2. Jurisdictional responsibility for state and local roads
3. State highway approach permits along state highways within city limits.
4. State highway log data
5. Geometry for Project Area intersections (Consultant shall assemble)
6. Number and width of study intersection lanes (Consultant shall assemble)
7. Signal locations (Consultant shall assemble)
8. Posted speed limits
9. Pavement types and conditions
10. Street locations on the local system
11. For state, city and local streets in downtown or business areas, on-street parking locations and utilization
12. Park and ride locations
13. Right of way widths
14. Intelligent Transportation System facilities
15. Culverts
16. Intermodal connections and facilities
17. National, state, regional, and local freight and motor carrier routes
18. National highway system facilities

19. Americans with Disabilities Act accessible public sidewalk impediments (i.e. driveway aprons, public sidewalks)

iii. Bridge Inventory

Consultant shall prepare a summary of bridge conditions using the ODOT Bridge Management System and City inventory. ODOT shall assist the City with bridge inventory as needed. Consultant's summary shall rely upon prior bridge analysis and conditions assessments; no new assessment is required.

iv. Public Transportation Inventory

Consultant shall inventory the public transportation system based on data provided by MCOG Transit, City and ODOT including but not limited to the following:

1. Existing routes and circulation;
2. Location of bus stops;
3. Connectivity with other transit facilities;
4. Paratransit demand and accessibility; and
5. Community need.

v. Rail Inventory

Consultant shall inventory rail system characteristics based on data to be provided by the impacted railroads or the ODOT Rail Division, including but not limited to the following:

1. Type of service (passenger or freight);
2. Owner and operator of rail line;
3. Location of rail lines and terminals;
4. Proximity to the highway;
5. Classification of the lines;
6. Number of trains and schedule;
7. Industries served and commodities handled;
8. Track conditions;
9. Train speeds;
10. Crossing locations and known issues (e.g. unprotected left-turn at 1<sup>st</sup> and Madison);
11. Road impact if service is discontinued; and
12. Potential for rail banking, trail use, or public use.

vi. Bicycle and Pedestrian Inventory

Consultant shall inventory bicycle and pedestrian system characteristics to provide a comprehensive portrait of multi-modal infrastructure and overall interconnectedness between these modes. The Bicycle and Pedestrian Inventory must be based on data provided by the City and ODOT in Excel or GIS format, including but not limited to the following:

1. Bicycle facility types, locations, geometry, conditions, and use;

2. Pedestrian facility types, locations, geometry, and use;
3. Crosswalk locations, conditions, and use;
4. Wheelchair ramp locations, conditions (include Americans with Disabilities Act compliance), and use;
5. Consistency of facilities with state and regional standards;
6. Commute and recreational use of bicycle facilities;
7. Commute and recreational use of pedestrian facilities; and
8. Location and trip characteristics of major bicycle and pedestrian generators.

vii. Air Transportation Inventory

Consultant shall inventory the Project air system including but not limited to the following:

1. Airport location and use;
2. Airport imagery surfaces;
3. Airport protected surface area;
4. Runway length and condition;
5. Surrounding land uses and zoning;
6. Types of service; and
7. Minimum facility standards for Regional General Aviation Airport

viii. Freight Generators Inventory

Consultant shall inventory the major freight generators in the Project Area. Freight generators are the industrial areas, distribution centers, truck terminals and businesses that ship or receive a significant amount of freight. The Freight Generators Inventory is expected to be based on data assembled by the City, Chamber of Commerce, ODOT or Oregon Employment Department and must include the following:

1. General information and mapped location of major freight generators;
2. Major commodities shipped or received;
3. Intermodal facilities;
4. Connector roads connecting to intermodal facilities or to major freight generators;  
and
5. Marine freight facilities.

ix. Funding Inventory

Consultant shall prepare a summary of current and historical transportation funding using City provided information. City shall provide the Consultant with currently available funding information, including the following:

1. Transportation revenues received from the State;
2. Local transportation revenues; and
3. System Development Charges and other revenue from development.

The City shall provide the Consultant with a history of all existing revenue streams with a ten year history of trends. The City shall provide information in electronic format.

## 2 Existing System Conditions Analysis

Consultant shall analyze current Project conditions and identify deficiencies of the transportation system based on policies, standards, goals and objectives developed in Tech Memos #1 and #2. Consultant's analysis must include the following:

- i. Traffic Counts
- ii. [RESERVED]

The TPAU will develop a travel demand model for The Dalles which will be utilized for this Project. The development of The Dalles 2035 Travel Demand Model will provide all the traffic count information.

The City and ODOT will provide data collected from existing City and ODOT traffic counting sources, pertaining to the Project Area. Consultant shall use the data provided by City and ODOT.

Any traffic counts provided by City and ODOT are to be delivered in a standardized format that includes the following:

- Consistent, standardized format for all traffic counts and electronic (\*.xls or \*.csv) count delivery along with formatted PDF counts for technical appendices.
- All new traffic counts must be conducted within a single week for simplification of adjustment factors; counts along corridors must all be conducted in a single day for count verification purposes.
- Consistent fifteen-minute data increments throughout count period and for all user types with clearly labeled count periods.
- Electronic count files must include City, State, and street name fields.
- Counts must include a separate account of pedestrians, bicyclists, passenger vehicles, and heavy vehicles by five-minute data increments.
- Single-file inclusion of all intersection approaches (including private driveways)
- Counts must all be recorded with video to verify the location and any data anomalies. DVD delivery of video are required, along with labels on the individual DVDs stating the count location and date to the Consultant for model calibration and review.
- Counts must include notes on any observed anomalies encountered as part of the data collection efforts.
- Count delivery formats must accommodate counts between 1 hour and 16-hours in single tables.

Consultant shall use the Transportation Volume table interchange ramp diagrams for obtaining Average Annual Daily Traffic on mainline segments/free-flow ramps and automatic traffic recorder-based K30 factors for creating peak hour volumes for I-84 available at: <http://www.oregon.gov/ODOT/TD/TDATA/Pages/tsm/tvt.aspx>. Truck classification information on state highways is available at: [http://highway.odot.state.or.us/cf/highwayreports/traffic\\_parms.cfm](http://highway.odot.state.or.us/cf/highwayreports/traffic_parms.cfm).

## Study Intersections

### 16-hour intersection classification count locations:

US30 & River Rd  
I-84 EB & WB ramps & River Rd (Chenoweth Interchange)  
US30 & I-84 EB ramps (Webber St Interchange)  
I-84 EB & WB ramps & Boat Basin Rd  
Connection to I-84 & US30 0  
I-84 EB & WB ramps & US197  
US197 & US30

### 4 –hour (2-6 PM) intersection classification count locations:

Webber St & 6<sup>th</sup> St  
Webber St & 1<sup>st</sup> St  
Union St & 2<sup>nd</sup> St  
Union St & 3<sup>rd</sup> St  
Seven Mile Hill Rd & Chenoweth Rd  
Cherry Heights Rd & 10<sup>th</sup> St  
Cherry Heights Rd & 6<sup>th</sup> St  
Hostetler St & 10<sup>th</sup> St  
Dry Hollow Rd & 10<sup>th</sup> St  
Dry Hollow Rd & 16<sup>th</sup> Pl/19<sup>th</sup> St  
Dry Hollow Rd & Three Mile Rd  
Mill Creek Rd & Skyline Rd  
Kelly Ave & 10<sup>th</sup> St  
Thompson St/Old Dufur Rd/10<sup>th</sup> St  
US30 (Hwy 292) & 2<sup>nd</sup> St  
US 197 & Lone Pine

### 4-hour (2-6 PM) intersection (volume only) count locations:

Webber St & 2<sup>nd</sup> St  
Webber St & 10<sup>th</sup> St  
Hostetler St & 2<sup>nd</sup> St  
US30 & Brewery Grade  
Union St & 10<sup>th</sup> St  
Mt Hood St & 10<sup>th</sup> St  
US197 & Bret Clodfelter Way  
US197 & Fremont St/Columbia View Dr

## ii Intersection Operations Analysis

Consultant shall use ODOT operational design standards for State facilities and City design standards for City facilities.

Consultant shall perform traffic analysis of the City's transportation system and identify existing deficiencies. Analysis must include I-84 segment and merge/diverge operations. Operational analysis for study intersections, regardless of jurisdiction, must include:

1. Volume-to-Capacity ratio
2. Level-of-service
3. Delay
4. 95th percentile queuing (not simulation-based)
5. Turning movements

All of Consultant's analyses must focus on evening commute period conditions unless otherwise discussed and agreed to by City and ODOT.

iii. Non-Automobile Transportation Analysis

Consultant shall perform analysis of primary non-motorized transportation on collector and arterial roadways. Consultant's analysis must include availability of sidewalks, bicycle lanes, transit routes and facilities, and gaps in primary routes and intermodal opportunities based on available GIS data and online mapping. Consultant's analysis must also include the following:

1. Availability of sidewalks and bicycle lanes
2. General condition of existing sidewalks and bicycle lanes
3. Bicycle Level of Traffic Stress as per Agency's Analysis Procedure Manual v2
4. Qualitative (multimodal) Assessment for pedestrian and transit modes. Guidance is available in Agency's Analysis Procedure Manual v2
5. A qualitative assessment of transit service and identification of underserved areas
6. Gaps in intermodal connectivity

iv. Crash Analysis

Consultant shall obtain the most recent available five years of crash data from ODOT's Crash Analysis and Reporting Unit for study segments and intersections in the Project Area (those listed in Task 2A). Consultant shall assemble an inventory and identify crash patterns in the history of collisions on the transportation system among all users (e.g. trucks, autos, pedestrians, bicyclists). The Consultant's inventory must include the following:

1. Location;
2. Crash type and characteristics;
3. Severity (property damage, injury, or fatality);
4. Summary review of pedestrian/bicycle crashes; and
5. Summary review of fatal crashes.

Consultant's data for State highways must include locations of Top 5% or 10% Safety Priority Index System sites.

Consultant shall calculate study intersection crash rates. Intersection crash rates must be compared to critical crash rates based on the method outlined in Part B of the Highway Safety Manual. If a critical crash rate cannot be calculated due to limited data, the published 90<sup>th</sup> percentile rates in Table 4-1 of the Agency's Analysis Procedure Manual should be used. Project-area K-factors from 12+ hour counts must be used to convert short duration counts to daily traffic approach volumes. Consultant shall calculate the crash rate of study segments and compare to Table II in the statewide Crash Rate Book to identify study segments with more crashes than other similar facilities in Oregon.

Consultant shall identify and present crash patterns and potential projects, policies, or studies at intersections that exceed the statewide crash rate performance threshold, for all areas that exceed the critical crash rate, 90<sup>th</sup> percentile rate, or the Table II rate,. Consultant shall use Crash Modification Factors from the Highway Safety Manual or FHWA's online Crash Modification Factor ("CMF") Clearinghouse with a star rating of 3 or better for summarizing the potential crash reduction of each improvement. All CMFs must have consistent volumes/parameters with the TSP analysis.

Summary crash data, including crash rates must be documented.

v. Bridge Conditions Analysis

ODOT will provide a generalized summary analysis of bridge conditions using the ODOT Bridge Management System and the Oregon Resilience Plan. The generalized summary analysis is intended to integrate prior bridge analyses, conditions assessments, and current inventory to provide a prioritized list of bridge maintenance or improvement needs. Consultant's bridge conditions analysis must be provided in a three to five page section, including tables with prioritized projects and planning-level project cost estimates.

vi. Access Management Analysis

Consultant shall identify existing access management standards as defined in OAR 734 and City standards, and review existing City arterials and collectors adjacent to study intersections identifying general corridor areas with substantial violations of jurisdictional access management standards. No ODOT records of access permits will be obtained as part of this task.

vii. Environmental Justice Analysis

Consultant shall identify the socio-economically sensitive populations within City using 2010 Census data. The Environmental Justice mapping is for the purposes of meeting the City's needs and avoiding undue adverse impacts when examining future projects and needs and must consist of maps and brief text identifying the locations of the following socio-economically sensitive populations:

- Minority groups (all persons who did not self-identify as white, non-Hispanic);

- Low-income (persons who earned between 0 and 1.99 times the federal Poverty Level in 1999);
- Elderly persons (persons 65 years of age or older in 2010);
- Youth (persons 16 years of age or younger in 2010);
- Non-English speakers (people who stated that they didn't speak any English at all in 2010); and
- People with disabilities (all persons 5 years or older with any type of disability: sensory, physical, mental, self-care, go-outside-the-home or employment).

Consultant shall submit a Draft Technical Memo #3 to PMT for review and comment. A revised draft will be submitted to the TAC and PAC one week prior to Joint TAC and PAC Meeting #1 after receiving comments from the PMT.

### **3.2 Joint TAC and PAC Meeting #1**

The City shall arrange and Consultant shall prepare supporting materials and facilitate Joint TAC and PAC Meeting #1. The purpose of Joint TAC and PAC Meeting #1 is to provide an orientation to Project, consider the draft project goals, objectives, and evaluation criteria in Final Tech Memo #1, Revised Tech Memo #2, and review the existing conditions in Draft Tech Memo #3. Consultant shall prepare a written meeting schedule, written agendas, and other materials for Joint TAC and PAC meeting and meeting minutes afterwards.

### **3.3 Public Presentation #1**

City shall arrange and Consultant shall conduct a Public Presentation summarizing key Project findings to date. Consultant shall prepare the presentation materials and other required information, present the materials, and answer any questions. Consultant shall provide input opportunities for attendees and summarize input received. Public Presentation must be conducted during the same trip as Joint TAC and PAC Meeting #1.

### **3.4 Final Tech Memos #2 and #3**

Consultant shall review comments received from the PMT, TAC and PAC within one week after Public Presentation #1, and during the Public Presentation. Consultant shall revise Tech Memo #2 and Tech Memo #3 accordingly. Consultant shall post Final Tech Memos #2 and #3 to Project Website within two weeks of receiving comments.

### **City Deliverables**

- 3A Inventory Documents
- 3B Comments on Draft Memo 3
- 3C Joint TAC and PAC Meeting #1
- 3D Public Presentation #1

### **Consultant Deliverables**

- 3A Draft Tech Memo #3[20 hardcopies]
- 3B Joint TAC and PAC Meeting #13C Public Presentation #1
- 3D Final Tech Memos #2 and #3

### **Task 4: Future Conditions and Alternatives Development and Analysis**

Objective: Baseline year 2035 system conditions to identify deficiencies and needs and develop project lists. Develop and evaluate potential solutions to the deficiencies and needs and to develop information upon which City may make future transportation decisions.

#### **4.1 Draft Tech Memo #4: Future Systems Conditions**

Consultant shall prepare Draft Tech Memo #4, an assessment of land use and transportation future conditions in the Project Area under a “no-build” scenario. Consultant shall rely only on planned transportation improvements that have an identified and committed funding source, in preparing the “no-build” scenario (e.g. are in the Statewide Transportation Improvement Program).

Draft Tech Memo #4 must include the elements listed below:

i. Population and Employment Forecasts

Consultant shall summarize the future population and employment data used in The Dalles 2035 Travel Demand Model.

ii. Future No-Build Scenario

Consultant shall prepare traffic analysis under a no-build scenario for both automobile and non-automobile transportation. The no-build scenarios must follow the same format as in Tech Memo #3 and contain volume-to-capacity ratio, Level of Service, and turning movements, shown on figures. Consultant shall conduct a qualitative multimodal analysis assessment and Bicycle Level of Traffic Stress for the Project Area similar to Tech Memo #3, only on roadway and roadway sections that would change based on planned - future projects or be impacted by a significant change in future traffic volumes and conditions.

Future no-build traffic volumes must be generated by The Dalles 2035 Travel Demand Model and supplied to the Consultant by the TPAU. Consultant shall submit a completed TPAU model request form available at:

<http://www.oregon.gov/ODOT/TD/TP/Pages/Tools.aspx>. Consultant shall allow at least three weeks between the time the request is submitted and when the information is needed. Consultant shall post-process the data.

iii. Future Deficiencies

Consultant shall identify projected future transportation system deficiencies. Deficiencies include both the failure to meet measurable standards identified in Tech Memo #1, and the failure to satisfy the goals, objectives, and evaluation criteria identified in Tech Memo #2. Consultant shall clearly describe each deficiency.

Consultant shall submit Draft Tech Memo #4 to PMT for review and comment. City and APM will submit comments to Consultant.

**4.2 Draft Tech Memo #5: Alternatives Analysis and Funding Program**

Consultant shall prepare Draft Tech Memo #5 identifying up to three alternative solution packages that address the identified deficiencies and needs. Alternatives must address the standards, goals and objectives identified in previous Tech Memos. Consultant shall coordinate with the TPAU and amend the Analysis Methodology and Assumption Memorandum, if necessary, on the potential of the solution packages requiring new travel demand model runs and volume post-processing.

Consultant shall provide an evaluation matrix for the alternative solutions, utilizing the evaluation criteria identified in Tech Memo #2. For road improvements, the evaluation matrix must include volume to capacity, Level-of-Service, and cost. Multimodal improvements must include qualitative assessment levels and Level of Traffic Stress.

Consultant shall estimate conceptual construction costs for up to three build scenarios. Cost estimates must be planning-level cost estimates, based on year 2015 dollars, and referenced to appropriate escalation factors.

Draft Tech Memo #5 must include the elements listed below:

i. Identification of Auto-Related Alternatives

Consultant shall prepare proposed solutions to identified deficiencies for automotive traffic. Consultant shall make a list of recommended changes to street classifications, with supporting rationale.

ii. Access Management and Spacing

Consultant shall recommend future access management strategies and identify opportunities to improve access management, as well as recommending strategies to adjust current access points based on the OAR Chapter 734 Division 051, and City access goals and ordinances. Specific driveway closures will not be recommended in the TSP.

iii. Bicycle and Pedestrian Connectivity

Consultant shall recommend connectivity improvements to the City's existing bicycle and pedestrian network, particularly routes that connect to schools, parks and commercial

centers. Consultant shall recommend future bicycle and pedestrian network extensions within the Project Area or connecting to existing facilities in adjacent areas.

iv. Transit

Consultant shall recommend connectivity and accessibility improvements to the City's existing transit routes and facilities and recommend future transit routing extensions into and beyond the Project Area. Consultant shall use the Transportation and Growth Management publication "Transit in Small Cities: A Primer for Planning, Siting and Designing Transit Facilities in Oregon" to make recommendations about proposed transit facilities and improvements.

v. Intermodal Route Connectivity

Consultant shall recommend intermodal connectivity improvements between the City's existing bicycle and pedestrian networks, as well as any anticipated transit facilities. Consultant shall recommend future bicycle, pedestrian, and transit network improvements into and beyond the Project Area in a way that supports intermodal connectivity.

vi. Multi-Use Trails

Consultant shall incorporate the existing multi-use trails system and park trail system plans into the planned system. Consultant shall provide recommendations to improve connectivity to the existing Multi-Use Trails system including The Dalles Riverfront Trail and identify potential future connectivity to multi-use trail system locations within the Project Area.

vii. Freight

Consultant shall identify the major freight issues in the Project Area including accessibility, mobility, safety and freight passage through, into, and from the City with an emphasis on intermodal connections. Consultant shall recommend freight route improvements (including rail) to the existing transportation system and future freight route improvements to accommodate future land use and transportation system changes. This task includes identifying problem areas such as access issues, roadway constraints, turning radii at intersections, weight restricted bridges, vertical clearance constraints and truck loading zone issues. Consultant shall identify a local truck route based on the locations of the freight generators identified in the inventory section above, roadways with above average truck traffic and Oregon Highway Plan Freight Routes. Include connector roads to intermodal facilities as part of the local truck route.

viii. Safe Routes To Schools

Consultant shall identify potential alternative connective routes, facility enhancements, and crossing treatments that would improve student safety when walking or biking to school. Consultant shall document these identified alternatives, enhancements, and

treatments in a format that can be integrated into the Updated TSP and that can also be crafted to address the needs of future “Safe Routes to Schools” programs. Consultant shall identify school siting and site design factors that enhance accessibility for pedestrian, bicyclist and transit users.

ix. Safety

Consultant shall identify study intersections or segments where countermeasures could be applied to reduce crash frequency to mitigate increases in crashes associated with increased traffic volume or future roadway projects. Consultant shall identify CMFs associated with each countermeasure to provide an estimate of the potential change in crash frequency, based on CMFs from the Highway Safety Manual or FHWA’s online CMF Clearinghouse with a star rating of 3 or better.

x. Local Street Connectivity and Extension Plan

Consultant shall assess local street alignment and connectivity in several areas of the City where the local street alignment influences future development of these areas, consistent with The Dalles local street grid pattern. These areas are primarily on the edges of the Urban Growth Boundary. Consultant shall depict future local street connections in these areas on a map and in text.

xi. Airport

Consultant shall evaluate potential freight, transport, passenger, and any other relevant multi-modal uses of the airport in the Project Area.

xii. Funding Programs

Consultant shall prepare a comprehensive list of funding options for consideration by City. Funding options section must include a summary of historic and existing City transportation funding sources (as summarized in Tech Memo #3) and obtain projected transportation funding and revenue from the City. Funding options must include all funding sources available to City in a matrix form, and a brief narrative explaining each option.

Consultant shall prepare a future transportation funding plan based on the current and historic transportation funding information in Tech Memo #3 and consistent with Step 15 of Transportation System Planning Guidelines 2008 and ODOT directive, PB-03, Financial Feasibility in System Planning. Financial Feasibility will help clarify system management and plan implementation objectives.

xiii. Development Code Amendments

Consultant shall prepare a list of amendments to City’s development code to implement the goals and policies identified in Task 2 and must comply with OAR 660-012-0045.

Consultant shall submit Draft Tech Memo #5 to PMT. City and APM will submit comments to Consultant.

#### **4.3 Joint TAC and PAC Meeting #2**

City shall arrange and Consultant shall prepare supporting materials and facilitate Joint TAC and PAC Meeting #2. The purpose of Joint TAC and PAC Meeting #2 is to review and discuss the future baseline transportation conditions and potential alternative solution packages in Draft Tech Memo #5. Consultant shall prepare meeting schedule, agendas, and materials for TAC and PAC Meeting #2 and meeting minutes afterwards.

#### **4.4 Public Presentation #2**

City shall arrange and Consultant shall conduct a Public Presentation (approximately 15 to 20 slides) summarizing key Project findings. Consultant shall prepare presentation, present materials, and answer questions. Public Project Presentation #2 must be conducted during the same trip as Joint TAC and PAC Meeting #2.

#### **4.5 Final Tech Memos #4 and #5**

Consultant shall revise Draft Tech Memos #4 and #5 incorporating comments received. Consultant shall post Final Tech Memos #4 and #5 to Project Website within two weeks of receiving comments and submit any requested GIS files to PMT.

#### **City Deliverables**

- 4A Joint TAC and PAC Meeting #2
- 4B Public Presentation #2
- 4C Comments on Draft Tech Memo #4
- 4D Comments on Draft Tech Memo #5

#### **Consultant Deliverables**

- 4A Draft Tech Memo #4 20 hardcopies]
- 4B Draft Tech Memo #5 20 hardcopies]
- 4C Joint TAC and PAC Meeting #2
- 4D Public Presentation #2
- 4E Final Tech Memos #4 and #5

#### **Task 5: Identification of Preferred and Cost-Constrained Alternatives**

Objective: To identify preferred and cost-constrained alternatives.

#### **5.1 Draft Tech Memo #6: Preferred Alternatives**

Consultant shall prepare Draft Tech Memo #6, identifying preferred and cost-constrained alternatives. Consultant shall develop Draft Tech Memo #6 based on prior Services performed as part of this Project, the 1999 TSP, and input received from the PMT, TAC and PAC. Draft Tech Memo #6 must include the elements listed below:

i. Selection of Preferred Alternatives

Consultant shall identify a preferred alternative for each deficiency or need and, if different, a cost-constrained alternative taking into account the revenue forecast for each deficiency or need, consistent with Step 15 of Transportation System Planning Guidelines 2008. Identification of alternatives must include, in addition to those elements required by the TPR, the following elements:

1. A prioritized list of projects for walking, bicycling, transit, and motorized vehicles including freight.
2. Projects necessary to reduce transportation barriers to key development and redevelopment areas including downtown and the Port of the Dalles area.
3. Corridor improvement needs for I-84 and US 197 within the Project Area, as well as the determination of need for refinement plans on these and other corridors.
4. Access management strategies for City, County and State arterials and collectors.
5. Identification of improvements that could be incorporated into a future "Safe Routes to Schools" plan including school siting policies.
6. Planning-level cost estimates referenced to an appropriate escalation factor for updates.

ii. Future Transportation Funding Plan

Consultant shall prepare a future transportation funding plan based on the current and historic transportation funding information in Tech Memo #3 and consistent with Step 15 of Transportation System Planning Guidelines 2008 and ODOT Directive PB-03, Financial Feasibility in System Planning.

Consultant shall submit Draft Tech Memo #6 to PMT in electronic format and also up to 20 hardcopies. City and APM will provide comments to Consultant.

**5.2 Joint TAC and PAC Meeting #3**

City shall arrange and Consultant shall prepare supporting materials for Joint TAC and PAC Meeting #3, and Consultant shall facilitate the meeting as needed. The purpose of Joint TAC and PAC #3 meeting is to discuss potential preferred alternatives in Draft Tech Memo #6. Consultant shall prepare the meeting schedule, written agendas, and any needed materials for TAC and PAC Meeting #3 and shall prepare meeting minutes afterwards.

**5.3 Final Tech Memo #6**

Consultant shall revise Draft Tech Memo #6 incorporating comments received. Consultant shall post Final Tech Memo #6 to Project Website within two weeks of receiving comments.

**City Deliverables**

- 5A Comments on Draft Tech Memo #6
- 5B Joint TAC and PAC Meeting #3

### **Consultant Deliverables**

- 5A Draft Tech Memo #6
- 5B Joint TAC and PAC Meeting #3
- 5C Final Tech Memo #6

### **Task 6: Draft Updated TSP, Implementing Ordinances and Findings**

Objective: To prepare a Draft Updated TSP, Implementing Ordinances and Findings for consideration by City staff and officials.

#### **6.1 Draft Updated TSP**

Consultant shall prepare a Draft Updated TSP incorporating earlier Tech Memos #1 – #6 and the additional comments received. The Consultant’s Draft Updated TSP must include the following:

1. Maps showing each updated future network and a comprehensive map showing all networks;
2. Prioritized list of multi-modal projects with escalation factor estimates;
3. Project summary prospectus sheets, including project costs, location map, and cross-section; and
4. Access spacing standards

The Consultant’s Draft Updated TSP must summarize the following in either the report body or appendix:

1. Transportation System Summary
  - Inventory of entire transportation system for all modes of travel.
  - [RESERVED]
2. Transportation Goals, Plans, and Policies
  - Survey of state, regional, and local plans, policies, rules and regulations.
  - Goals and objectives supporting the community’s vision.
  - A discrete, actionable set of policies which capture the opportunities and strategies supporting an Updated TSP and otherwise reflect the intent of Goal 12 “to provide and encourage a safe, convenient, and economical transportation system.”
3. Existing Conditions
  - Analysis of existing traffic conditions for all modes of travel: volumes, Level-of-Service, turning movements, mobility, and safety for all through streets and intersections. Areas of significant stacking (including at commercial driveways) or traffic safety concerns.
  - [RESERVED]
4. Future Demand and Land Use
  - Existing and future land uses to estimate traffic generation in the community, as well as future through traffic. Trip distribution, including estimates of trip ends per land

use type, total annual trip ends and summer peak trip ends.

- [RESERVED]
5. Safety Plan
- A Safety Plan that aligns with current goals in the Oregon Transportation Safety Action Plan and identifies cost-effective opportunities to obtain Highway Safety Improvement Program funding to reduce fatal and serious injury crashes through the ODOT All Roads Transportation Safety Program.
  - [RESERVED]
6. Pedestrian Plan
- A Pedestrian Plan aligned with current intermodal policy goals.
  - Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety and gaps in the pedestrian network.
  - Comprehensive and prioritized list of improvements, including itemized preliminary engineer's estimates; special emphasis must be placed on connectivity among primary pedestrian facilities and intermodal linkages.
7. Bicycle Plan
- A Bicycle Plan to better align with current intermodal policy goals.
  - Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety and gaps in the bicycle network.
  - Comprehensive and prioritized list of improvements, including itemized preliminary Engineer's Estimates; special emphasis must be placed on connectivity among primary bicycle facilities.
8. Transit Plan
- Examination and analysis of existing facilities. Recommendations for improvements and design standards. Focus on safety, gaps in the system and intermodal linkages with the pedestrian and bicycle networks.
  - Comprehensive and prioritized list of improvements, including itemized preliminary engineer's estimates.
  - Analysis and recommended improvements must reflect current intermodal policy goals.
  - Motor Vehicle Plan (including Transportation System Management and Truck Freight Plan)
  - Proposed changes and improvements to best accommodate vehicle traffic within the existing constraints and long-term vision of the City.
  - Focus on impacts to businesses, particularly in the downtown.
  - Potential to add pedestrian improvements, landscaping features, and traffic calming measures.
  - Traffic calming measures particularly in downtown, mixed-use areas, areas of high bicycle and pedestrian traffic, and residential areas. Measures must take into account winter maintenance activities and freight access and mobility.

- Comprehensive and prioritized list of improvements, including itemized preliminary engineer's estimates.
9. Other Modes Plan (Air, Rail, Water, Pipeline)
- Survey of other transportation modes.
  - [RESERVED]
10. Sustainability Plan
- Policies supporting community's vision regarding sustainability, including Transportation Options and reduction of the carbon footprint.
  - [RESERVED]
11. Funding and Implementation
- Examination of historic funding sources and potential future funding sources.
  - [RESERVED]

Consultant shall submit Draft Updated TSP (60-80 pages) to PMT in electronic format and also up to 20 hardcopies. City and APM will provide comments to Consultant.

## **6.2 Draft Policy Amendments, Implementing Ordinances and Findings**

Consultant shall prepare Draft Implementing Ordinances, specifically amendments to the Land Use Development Ordinance, necessary for implementing the Draft Updated TSP and its policies and recommendations. Traffic Impact Analysis requirements may reference ODOT standards or requirements of other similar cities in Oregon. Consultant shall prepare a city-review draft document with findings addressing State transportation planning requirements, including Transportation Planning Rule findings, to support adoption of Draft Updated TSP by City. Consultant shall submit Draft Implementing Ordinances and Draft Findings to the PMT.

The City shall prepare draft findings addressing local ordinance requirements to support adoption of the Draft Updated TSP by the City.

## **6.3 Joint TAC and PAC Meeting #4**

The City shall arrange and Consultant shall prepare supporting materials for the Joint TAC and PAC Meeting #4, and Consultant shall facilitate this meeting as needed. The purpose of Joint TAC and PAC Meeting #4 is to review and discuss the Draft Updated TSP and Draft Implementing Ordinances. Consultant shall prepare a meeting schedule, a written agenda, any needed materials for TAC and PAC Meeting #3 and meeting minutes of the meeting afterwards.

## **6.4 Adoption Draft Updated TSP, Adoption Draft Implementing Ordinances and Final Findings**

Consultant shall revise the Draft Updated TSP, Draft Implementing Ordinances, and Draft Findings, incorporating comments received from the PMT, TAC and PAC. Consultant shall submit five bound "hard" copies of the documents to City, and one bound "hard" copy to ODOT. Consultant shall submit electronic copies to City and ODOT.

## **6.5 Department of Land Conservation and Development Notice**

The City shall submit a copy of the Adoption Draft Updated TSP to the Department of Land Conservation and Development at least 35 days prior to the first evidentiary hearing as directed by Oregon Revised Statutes 197.610 and OAR 660-018-020.

### **City Deliverables**

- 6A Comments on Draft Updated TSP and Draft Implementing Ordinances
- 6B Draft findings addressing local ordinance requirements
- 6C Joint TAC and PAC Meeting #4
- 6D Department of Land Conservation and Development Notice

### **Consultant Deliverables**

- 6A Draft Updated TSP 6B Draft Policy Amendments, Implementing Ordinances and Findings 6C Joint TAC and PAC Meeting #4
- 6D Adoption Draft Updated TSP, Adoption Draft Implementing Ordinances and Final Findings

## **Task 7: Adoption**

Objective: To adopt the Updated TSP and associated Implementing Ordinances

### **7.1 Joint Planning Commission and City Council Work Session**

The City shall arrange and conduct the Planning Commission and City Council Work Session for presentation of the Adoption Draft Updated TSP, Adoption Draft Implementing Ordinances, and Final Findings. Consultant shall attend the Joint Planning Commission and City Council Work Session to present documents and answer questions as needed.

### **7.2 Planning Commission Hearing**

The City shall arrange and conduct the Planning Commission Hearing for presentation of the Adoption Draft Updated TSP, Adoption Draft Implementing Ordinances, and Final Findings. Consultant shall attend hearing to present documents and answer questions as needed.

### **7.3 City Council Hearing**

City shall arrange and conduct the City Council Hearing for presentation of Adoption Draft Updated TSP, Adoption Draft Implementing Ordinances, and Final Findings for approval and adoption. Consultant shall attend hearing to present documents and answer questions as needed.

### **7.4 Final Updated TSP and Final Implementing Ordinances**

Consultant shall revise the Adoption Draft Updated TSP and Final Implementing Ordinances to reflect City Council actions. Consultant shall submit one bound “hard” copy and one electronic copy of the Final Updated TSP and Final Implementing Ordinances to Department of Land Conservation and Development. Consultant shall submit three bound “hard” copies and one

electronic copy of the Final Updated TSP and Final Implementing Ordinances to the City. Consultant shall submit two bound “hard” copies and one electronic copy of the Final Updated TSP and Final Implementing Ordinances to ODOT.

### **7.5 Title VI Report**

The City shall prepare and submit to ODOT a report delineating Title VI activities, and documenting Project processes and outreach for all low income, race, gender, and age groups.

#### **City Deliverables**

- 7A Joint Planning Commission and City Council Work Session
- 7B City Planning Commission Hearings
- 7C City Council Hearing
- 7D Title VI Report

#### **Consultant Deliverables**

- 7A Joint Planning Commission and City Council Work Session
- 7B City Planning Commission Hearing
- 7C City Council Hearing
- 7D Final Updated TSP and Final Implementing Ordinances

### **Contingent Task C8: Additional Planning Commission or City Council Hearing #1**

This Contingent Task C8 identifies specific deliverables that Agency, at its discretion, may elect to authorize Consultant to produce. Consultant shall only complete Contingent Task C8.1 through C8.2 and the identified deliverables if written (e-mail acceptable) notice to proceed (“NTP”) is issued by the APM.

The NTP will specify what Agency authorizes Consultant to do under this task, deliverable due dates, and how much of the contingent budget it authorizes Consultant to expend.

C8.1 Prepare for and attend one additional hearing with The Dalles Planning Commission in The Dalles.

C8.2 Prepare written agenda and meeting minutes for Hearing #C8.1

#### **Consultant Deliverables**

- C8A - Preparation and attendance at Additional Hearing #C8.1
- C8B - Agenda and Minutes for Hearing #C8.1

### **Contingent Task C9: Additional Planning Commission or City Council Hearing #1**

This Contingent Task C9 identifies specific deliverables that Agency, at its discretion, may elect to authorize Consultant to produce. Consultant shall only complete Contingent Task C9.1 through C9.2 and the identified deliverables if written (e-mail acceptable) NTP is issued by APM.

The NTP will specify what Agency authorizes Consultant to do under this task, deliverable due dates, and how much of the contingent budget it authorizes Consultant to expend.

C9.1 Prepare for and attend one additional hearing with The Dalles Planning Commission in The Dalles.

C9.2 Prepare written agenda and meeting minutes for Hearing #C9.1

**Consultant Deliverables**

C9A - Preparation and attendance at Additional Hearing #C9.1

C9B - Agenda and Minutes for Hearing #C9.1

**Project Schedule**

Task	Description	Deliverables Due
1	Project Management	On-going
2	Plans and Policy Review	10 weeks from NTP
3	Transportation System Inventory and Existing Conditions	18 weeks from NTP
4	Future Conditions and Alternatives Development and Analysis	26 weeks from NTP
5	Identification of Preferred and Cost-Constrained Alternatives	32 weeks from NTP
6	Draft Updated TSP, Implementing Ordinances and Findings	42 weeks from NTP
7	Adoption	52 weeks from NTP

**Consultant Deliverable Table**

Task	Description	Amount per Deliverable Amount
1	Project Management	\$12,830
1A	Kick-off Meeting Conference Call	\$ 1,400
1B	PMT Teleconferences (up to 8 @ \$720 per each)	\$ 5,760
1C	Project Website	\$ 4,120
1D	Refined Project Schedule	\$ 1,550
2	Plans and Policy Review	\$12,070
2A	Draft Tech Memo #1	\$ 4,740
2B	Analysis Methodology and Assumptions Memorandum	\$ 2,030

Task	Description	Amount per Deliverable Amount
2C	Draft Tech Memo #2	\$ 3,410
2D	Final Tech Memo #1	\$ 1,030
2E	Revised Tech Memo #2	\$ 860
3	Transportation System Inventory and Existing Conditions	\$48,120
3A	Draft Tech Memo #3	\$ 36,350
3B	Joint TAC and PAC Meeting #1	\$ 5,650
3C	Public Presentation #1	\$ 3,510
3D	Final Tech Memos #2 and #3	\$ 2,610
4	Future Conditions and Alternatives Development and Analysis	\$47,070
4A	Draft Tech Memo #4	\$ 9,530
4B	Draft Tech Memo #5	\$ 26,290
4C	Joint TAC and PAC Meeting #2	\$ 5,300
4D	Public Presentation #2	\$ 3,290
4E	Final Tech Memos #4 and #5	\$ 2,660
5	Identification of Preferred and Cost-Constrained Alternatives	\$17,980
5A	Draft Tech Memo #6	\$ 9,480
5B	Joint TAC and PAC Meeting #3	\$ 5,670
5C	Final Tech Memo #6	\$ 2,830
6	Draft Updated TSP, Implementing Ordinances and Findings	\$23,620
6A	Draft Updated TSP	\$ 8,200
6B	Draft Policy Amendment, Implementing Ordinances and Findings	\$ 4,000
6C	Joint TAC and PAC Meeting #4	\$6,900
6D	Adoption Draft Updated TSP, Adoption Draft Implementing Ordinances, and Final Findings	\$ 4,520
7	Adoption	\$18,360
7A	Joint Planning Commission and City Council Work Session	\$ 6,230
7B	Planning Commission Hearing	\$ 4,170
7C	City Council Hearing	\$ 4,160
7D	Final Updated TSP and Final Implementing Ordinances	\$ 3,800
	<b>PROJECT NON-CONTINGENT TOTAL</b>	<b>\$180,050</b>
C8	Additional Planning Commission or City Council Hearing #1	\$ 4,630

Task	Description	Amount per Deliverable Amount
C8.1	Preparation and attendance at Additional Hearing	\$ 4,130
C8.2	Agenda and Minutes for Hearing #C8.1	\$ 500
C9	Additional Planning Commission or City Council Hearing #2	\$ 6,230
C9.1	Preparation and attendance at Additional Hearing	\$ 5,600
C9.2	Agenda and Minutes for Hearing #C9.1	\$ 630
	<b>Contingent Total</b>	<b>\$ 10,860</b>
	<b>Total Non-Contingent and Contingent</b>	<b>\$190,910</b>

**EXHIBIT B (Local Agency or State Agency)**

**CONTRACTOR CERTIFICATION**

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

**AGENCY OFFICIAL CERTIFICATION (ODOT)**

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

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**EXHIBIT C**

Federal Provisions  
Oregon Department of Transportation

**I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;</li><li>2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a</li></ul> | <p>criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;</p> |
|--|--|

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

#### **EXCEPTIONS:**

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

#### **II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

### III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

#### **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

##### Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

**V. NONDISCRIMINATION**

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

#### VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

#### DBE POLICY STATEMENT

**DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

**Required Statement For USDOT Financial Assistance Agreement.** If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

**DBE Obligations.** The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

**Records and Reports.** Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

**DBE Definition.** Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

#### CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL   0   %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

#### VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING ODOT'S  
DBE PROGRAM REQUIREMENT  
CONTACT OFFICE OF CIVIL RIGHTS  
AT (503)986-4354.

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
<b>PERSONNEL SERVICES</b>
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.
<b>SERVICES AND SUPPLIES</b>
<b>In-State Travel - Per Rates Identified in State Travel Handbook</b>
<i>Meals &amp; Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging &amp; Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.
<b>Office Expense</b>
<i>Direct Project Expenses Including:</i>
<i>Photo, Video &amp; Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction &amp; Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight &amp; Express Mail</i> - Payment for direct project freight services on outgoing shipments.
<b>Telecommunications</b>
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
<b>Publicity &amp; Publication</b>
<i>Publish &amp; Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.
<i>Conferences</i> (costs to put on conference or seminars)
<b>Equipment \$250 - \$4,999</b>
<b>NOT ELIGIBLE</b>
<b>Employee Training, Excluding Travel</b>
<b>NOT ELIGIBLE</b>
<b>Training In-State Travel</b>
<b>NOT ELIGIBLE</b>
<b>CAPITOL OUTLAY</b>
<b>NOT ELIGIBLE</b>



## CITY of THE DALLES

313 COURT STREET  
THE DALLES, OREGON 97058

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

# AGENDA STAFF REPORT

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
July 13, 2015	Action Items 12, B	15-054

**TO:** Honorable Mayor and City Council

**FROM:** Daniel C. Durow, Economic Development Specialist

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

**DATE:** June 29, 2015

**ISSUE:** Recommendation from The Dalles Riverfront Trail Board, for the Realignment of the Riverfront Trail Route.

**BACKGROUND:** In 1989, after a one-year riverfront development planning process conducted by the County Planning and Economic Development Department, Wasco County, the City of The Dalles, The Port of The Dalles, and The National Parks Service published The Dalles Riverfront Master Plan that, among other things, proposed a paved, multi-use trail spanning approximately ten miles and in proximity to the Columbia River. Over the past 25 years, the City, County, Port, NWC Parks and Recreation District, Riverfront Trail Board, Oregon Department of Transportation, Oregon State Parks, U.S. Forest Service, Army Corps of Engineers and other Federal agencies, National Scenic Area, multiple community partners, and hundreds of citizens have worked diligently to build this community asset.

In 2012, the City of The Dalles was once again awarded funds through the Oregon Department of Transportation's (ODOT) competitive grant process to design and build several additional segments of the planned trail on the east end of town. During the preliminary engineering phase, it was discovered that there were various archaeological sites and cultural concerns in close proximity to the proposed Trail; and it was

subsequently determined that impacts to these sites and on these concerns could not be mitigated.

Since then, the City, The Dalles Riverfront Trail Board, and ODOT have developed and discussed several alternative alignments that would provide similar functionality to the originally proposed project, and hopefully with fewer impacts. At their June 25<sup>th</sup> meeting, The Dalles Riverfront Trail Board passed unanimously a motion to recommend a preferred, alternate route that would achieve the original intent of constructing Trail segments on the east end of town. [It is expected that ODOT's Transportation Enhancement Committee will consider this recommendation at their upcoming meeting prior to the City Council meeting on July 13<sup>th</sup>. The City Council will be informed of their decision when that happens.]

**Support by the Riverfront Trail Board for the proposed Riverfront Trail realignment and phased construction is based upon the following two paragraphs:**

It is important to note that throughout the 25 years of Trail construction, a large number of alignment modifications have had to be made from the original conceptual alignment, as shown in The Dalles Riverfront Development Plan, 1989. [Even the original Plan's conceptual alignment had alternatives shown; in addition to the optional "loop", "connector", and "seasonal" Trail enhancement opportunities noted – enhancements that could be added to the proposed realignment location in the future as well.] Some of these realignments have been very beneficial to the overall Trail experience, others less so. This latest realignment proposal is disappointing and not ideal but does achieve the overriding goal of a continuous trail connection from The Dalles Dam to the Discovery Center/Wasco County Museum; and it will work with the efforts to connect the Trail with the larger, Gorge trail system in the future. In addition, the phasing of Trail construction in segments has been the norm since Trail construction began. Trail users have always been able to cope very well with those situations.

One important and appealing aspect of The Dalles Riverfront Trail is that it goes through several different environments; natural areas, commercial areas, industrial areas, parks, and even to visitor centers and the core of our downtown. This gives the Trail users a variety of experiences and opportunities for "viewing and doing" along its length. This variety also lends itself well for creating many Trail access points and vehicle parking. The AmeriTies tie plant is downwind from the proposed Trail location and will have minimal impact on Trail users. It is an interesting industrial operation to view as well, as are the railroad and switchyard operations. It is for all of the above reasons that The Dalles Riverfront Trail Board supports the proposed realignment of the Trail and the phasing of its construction.

**Original Alignment**

The originally-proposed alignment was made up of four segments and is shown on the attached map in a dotted red line:

- The Marina segment began at the west side of The Dalles Marina, crossed through the existing marina parking lot, then crossed the Brewery Overpass Road, and ended with a connection to the existing paved trail at Riverfront Park.

- The Three-Mile Creek segment began at the east end of the Riverfront Park natural area, followed the existing dirt trail crossing Three-Mile Creek, and ended with a connection to the existing trail near the Comfort Inn located on the edge of the Lone Pine development.
- The Lone Pine segment began in the Lone Pine development at the terminus of the existing path, wove through existing residential properties, and connected to an existing paved trail located between the Water's Edge building and the Columbia River.
- The US197 segment began at the east end of the existing trail at the Water's Edge building, crossed under highway US197, crossed the Shilo Inn property and continued east along Bret Clodfelter Road.

### **Modified Alignment**

The proposed alternative alignment, shown as a solid green line on the attached map, generally moves the trail to the south side of I-84. There are a few different alternative routes, shown as dashed green lines, within shorter sections of the overall alternative that will need further evaluation, such as the area around the City Center Interchange and Riverfront Park, but in general terms, the alternative alignment is as follows:

- Starting at the end of the existing trail at the west end of the Marina parking lot, trail users would travel through the existing parking lot, guided by legends or striping.
- From there, the trail would either take pedestrians and bicyclists through the City Center Interchange along Brewery Grade Overpass Road, or down Riverfront Park Road and ultimately connect them to the existing flood control dike road either by use of Tie Plant Road or a new tunnel beneath I84.
- The trail would then continue east along the flood control dike road (easement required) or within I84 right of way, continuing east to Threemile Creek where a pedestrian bridge (similar to the one planned for the north side of the freeway) would take trail users across the creek.
- The trail would then continue east along the toe of the I-84 eastbound off ramp, cross under US197 and would follow the railroad tracks, crossing back under I-84 before connecting with Brett Clodfelter Way.

### **Phasing**

It is unlikely that there are sufficient funds remaining in the original project budget to deliver the entire alternative alignment through construction, therefore, the following phasing approach is being considered:

Phase I (Eastern Section) – Construct the Threemile Creek pedestrian bridge on the south side of the freeway and the path from that point east to connect back into Bret Clodfelter Way. This could also include a short trail section to connect to the flood control dike road west of the Threemile Creek Bridge, and acquisition of necessary easements for the trail on the dike road and Tie Plant Road up to Brewery Grade Overpass Road.

Phase II (Flood Control Dike Road Improvements) – This phase would improve surfacing and widths on that portion of the trail running on the dike road.

Phase III (Western Section) – This phase would make the necessary improvements in the City Center Interchange or Riverfront Park to better accommodate the connection between the dike road alignment and the trail that currently exists west of the Marina parking lot.

**BUDGET IMPLICATIONS:** The original grant and match amount \$1,735,205, less what has been spent on preliminary engineering, totals about \$1,300,000. All ODOT grant and local match monies are in place. It is anticipated that this amount will fund the first phase of the proposed Trail alignment.

**ALTERNATIVES:**

- A. Staff Recommendation: *Move to accept the recommendation from The Dalles Riverfront Trail Board for the proposed alternate route and phasing of The Dalles Riverfront Trail.*
- B. Request additional route alternatives from the Riverfront Trail Board.
- C. Hold a public hearing on the proposed route prior to taking action on the recommendation.





# CITY of THE DALLES

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 296-5481  
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## AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
July 13, 2015	Action Item 12, C	15-055

**TO:** Mayor and City Council

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

**DATE:** June 22, 2015

**ISSUE:** Enterprise Zone Fee Distribution Agreement with Mid-Columbia Fire and Rescue (MCF&F) for a Portion of the Annual Fee Received by the City

**BACKGROUND:** The City of The Dalles and Wasco County jointly sponsor a local Enterprise Zone. In September the City and County approved and signed a 15 year Enterprise Zone Agreement for property tax exemption with Design LLC for expansion of the Google facility in The Dalles. In return for signing of this agreement Design LLC agreed to pay an annual fee of \$800,000 for up to fifteen years, beginning when Design LLC receives tax abatement under the Enterprise Zone Agreement, and for each subsequent year they are eligible for a property tax exemption.

The City and the County, the co-sponsors of the Enterprise Zone have entered into an intergovernmental agreement for the distribution of the annual fee that may be received for up to fifteen years. Under that agreement the City will be receiving \$280,000 per year. The first year of payments will be December 2016.

On September 23, 2013 the City Council agreed to a distribution plan for the \$280,000 the City will receive. Attached is a copy of that distribution list and the minutes from the September 23, 2013 Council Meeting when this plan was approved.

The plan includes the distribution of \$90,000 to MCR&R for a Student Volunteer Program (\$34,000 annually) and retirement of \$548,000 debt for construction of a training tower at Station #1 (\$56,000 annually).

The Council has advanced the \$34,000 for the first and second year for the Student Volunteer Program to MCF&R, to complete construction of Station #1 which was done under the initial Enterprise Zone fee. The first time this distribution will take place is in year three. MCF&R is ready to proceed with acquiring the debt and beginning construction of the training tower.

These two items were included in the City's distribution as part of our effort to assist with the community receiving a better fire insurance rating. At the time the Council approved this distribution it included the requirement that we enter into an intergovernmental agreement prior to making a distribution of funds, so that the Fire District knows these funds will be available to proceed with acquiring the debt to construct the fire tower. We have attached an intergovernmental agreement that accomplishes this for Council consideration.

**BUDGET IMPLICATIONS:** If the Council approves this intergovernmental agreement the City will be providing \$56,000 to MCF&R for up to fifteen years, beginning January 2017. An additional \$34,000 will be provided for up to thirteen years beginning in January 2019.

**COUNCIL ALTERNATIVES:**

1. *Approve the Intergovernmental Agreement between the City of The Dalles and Mid- Columbia Fire and Rescue District Concerning Distribution and use of Annual Project Fee Paid Pursuant to Enterprise Zone Tax Abatement Agreement Executed September 24, 2013 and authorize the Mayor to sign the Intergovernmental Agreement pending approval by the MCF&R Board.*
2. Amend and then approve the Intergovernmental Agreement with MCF&R. Direct staff to propose the amendments to MCF&R.
3. Postpone to approval of the intergovernmental agreement to allow for further work to be done on the intergovernmental agreement.

**PLAN FOR DISTRIBUTION AND USE OF CITY'S ANNUAL FEE  
(Anticipated to be available fiscal year 2015-16)**

Total Fee: \$800,000

\$280,000 City of The Dalles (35%)

\$ 90,000 Mid-Columbia Fire and Rescue\*

\$ 75,000 Columbia Gorge Community College -- Work Force Training

\$115,000 City of The Dalles

- \*MCF&R:
1. \$34,000: Student Volunteer Program
  2. \$56,000: Retirement of \$580,000 debt for training tower

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF THE DALLES AND  
MID-COLUMBIA FIRE AND RESCUE DISTRICT CONCERNING DISTRIBUTION AND  
USE OF ANNUAL PROJECT FEE PAID PURSUANT TO ENTERPRISE ZONE TAX  
ABATEMENT AGREEMENT EXECUTED 09/24/2013**

This Intergovernmental Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of The Dalles, an Oregon municipal corporation, hereinafter called the "City", and the Mid-Columbia Fire & Rescue District, a rural fire protection district formed under the provisions of ORS Chapter 478, hereafter called "District"; each of which may also be referred to herein individually as a "Party" and collectively as the "Parties".

The purpose of this Agreement is to set forth the responsibilities of the Parties for implementation of the process concerning the distribution and use of fees to be paid by Design LLC pursuant to the Enterprise Zone Tax Abatement Agreement executed on September 24, 2013.

**RECITALS:**

**WHEREAS**, the State of Oregon has declared it a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government; and

**WHEREAS**, the legislature has given general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.010 et. seq.; and

**WHEREAS**, the Oregon Legislative Assembly has adopted the provisions of ORS 285C.400 to 285C.420 to provide tax incentives to certified business firms that invest in a qualifying facility located within a nonurban enterprise zone in a county with chronically low income or unemployment; and

**WHEREAS**, the City of The Dalles and Wasco County jointly sponsor a nonurban enterprise zone known as The Dalles/Wasco County Enterprise Zone; and

**WHEREAS**, the City Council adopted Resolution No. 13-033 on September 23, 2013, approving a Second Enterprise Tax Abatement Agreement with Wasco County and Design LLC; and

**WHEREAS**, the Wasco County Board of Commissioners voted to approve the above-mentioned Second Enterprise Zone Tax Abatement Agreement with the City and Design LLC on September 24, 2013; and

**WHEREAS**, pursuant to Section II(C)(2) of the Tax Abatement Agreement, Design LLC agreed to pay to the City and Wasco County, the sponsor of the Enterprise Zone, an Annual Project Fee in the sum of \$800,000 on or before December 31, each tax year they qualify for a tax abatement up to fifteen years; and

**WHEREAS**, the City desires to distribute a portion of the City's share of the Annual Project Fee for the Enterprise Zone which they jointly sponsor, to assist the District in addressing issues which are negatively affecting the District's fire insurance (ISO) rating; and

**NOW, THEREFORE, it is mutually agreed between the parties as follows:**

1. Distribution of Portion of the Annual Project Fee. The City agrees to provide the District with the following amounts of the annual fees it receives from the Enterprise Zone agreement approved September 24, 2013, pursuant to the terms of this agreement.

a. Starting in January 2017, \$56,000 for up to fifteen years to retire a debt the District will incur to construct a training tower at Station #1.

b. Starting in January 2019, \$34,000 for up to thirteen years to establish and maintain a student volunteer program.

2. Amendments. This Agreement may be amended by mutual written agreement of the Parties, signed by the Parties.

3. Term and Termination. The term of this Agreement shall commence upon the 14 day of July, 2015, and terminate on June 30, 2030 or when Design LLC no longer qualifies for the tax abatement authorized by City Resolution No. 13-033.

4. Disbursement of funds: The amount identified in paragraph 1 will be disbursed to the District by the City within 30 (thirty) days of the City's receipt of its share of the Annual Enterprise Zone payment from Wasco County.

5. Accounting Requirements: The District shall maintain separate line items to account for receipt and disbursement of all funds associated with this agreement.

6. Agreement Effective. This Agreement when approved by the City Council and executed by its authorized officials, , and approved by the District and executed by its authorized officials, shall be then adopted and in effect and its terms and provisions enforceable by each respective body.

**IN WITNESS WHEREOF**, the City, and the District have executed this Agreement the day and year first above written.

**MID-COLUMBIA FIRE AND RESCUE DISTRICT**

By: \_\_\_\_\_  
Robin Miles Board President

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Dick Schafffield, Board Secretary

\_\_\_\_\_  
Thomas C. Peachey, Attorney for MCFRD

**CITY OF THE DALLES**

By: \_\_\_\_\_  
Stephen E. Lawrence, Mayor

ATTEST:

Approved as to form:

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

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

Resolution No. 13-033 Authorizing a Second Enterprise Tax Abatement Agreement With Wasco County and Design, LLC

City Manager Young reviewed the staff report. He said this would be a separate agreement and would be for a term of 15 years if Google proceeded with construction of a new facility on their property. Young said if the City Council approved the Resolution, the Wasco County Commission would consider it at their meeting scheduled for September 24.

It was moved by Spatz and seconded by Wood to adopt Resolution No. 13-033 authorizing signature of a second Enterprise Tax Abatement Agreement with Wasco County and Design LLC.

Robert Camarillo, Portland, Oregon, said the Ironworkers Local Union supported Google, but asked that the City encourage them to hire locally for the construction jobs.

Clarence Wilson, 3386 WyEast Road, Hood River, urged the City to hire local labor for the construction work. He said there were many qualified local workers who needed the jobs.

The motion to adopt Resolution No. 13-033 was voted on and carried unanimously.

City Manager Young said he had spoken with Google and they had been encouraged to hire locally if possible. He said he would pass on the comments to them.

Approval of Distribution of Enterprise Zone Fees From Agreement With Design, LLC

City Manager Young reviewed the staff report. He said the initial fee was set at \$1,200,000 and would be distributed for projects that would have an immediate impact on services provided in the community. He noted \$484,464 would go to Mid-Columbia Fire and Rescue to remodel and place in service, Station #2; \$100,000 would go to Northern Wasco County Parks and Recreation District for several projects that would benefit the community; \$425,845 to Wasco County for payment of the remaining Discovery Center infrastructure debt; \$129,691 to pay the remaining debt for the Union Street Undercrossing project; and \$60,000 to Columbia Gorge Regional Airport to help with projects as needed. Young said there was also an \$800,000 annual fee which would be distributed 35% to the City (\$280,000); 35% to Wasco County (\$280,000) and 30% to Northern Wasco County School District 21 (\$240,000). He said the expenditures would be determined through an intergovernmental agreement.

Mayor Lawrence noted the funding for the Fire District would be good for the entire community because it would improve the fire rating and reduce insurance premiums. He said the Parks District would be able to complete some projects that would help bring more people to the community for sporting events.

Public Comment

Mid-Columbia Fire and Rescue Chief Bob Palmer thanked the City for including them in the distribution of the funds.

Candy Armstrong, School District 21 Superintendent, thanked the City for including the School District and said she appreciated being included in the process. City Manager Young noted that part of the funds could be used to pay for the school mascot change because it had been a mandate.

Bob McNary, 1525 East Ninth Street, The Dalles, said 15 years was a long time for the tax abatement and said many other entities may have a need for a bond issue during that period of time.

Airport Manager Chuck Covert expressed appreciation for the support of the Airport during the process.

It was moved by Wood and seconded by Dick to approve the proposed distribution of the Enterprise Zone fees from the agreement with Design, LLC, contingent upon approval by Wasco County Commission. The motion carried unanimously.

 Approval of Distribution of City's Share of Annual Enterprise Zone Fees from Agreement With Design, LLC

City Manager Young reviewed the staff report. He explained the proposal was to provide \$75,000 to Columbia Gorge Community College for their regional center of innovation program; \$90,000 to Mid-Columbia Fire & Rescue which would be for a student-volunteer program and a method of retiring debt to construct a new training tower; and \$115,000 to the City, use to be determined through the annual budget process.

Councilor Spatz said he was an employee of the college, but did not have a conflict of interest because he would not gain financially from the decision.

Councilor McGlothlin noted he was an employee of School District 21, but also said it was not a conflict of interest as he would not have any financial gain from the decision.

MINUTES (Continued)  
Regular Council Meeting  
September 23, 2013  
Page 7

It was moved by Dick and seconded by Miller to approve the proposed distribution of the City's share of the annual Enterprise Zone fees from the agreement with Design, LLC, and direct the City Manager to negotiate intergovernmental agreements with Columbia Gorge Community College and Mid-Columbia Fire and Rescue District. The motion carried unanimously.

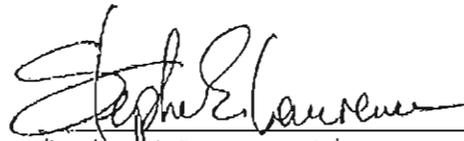
**ADJOURNMENT**

Being no further business, the meeting adjourned at 6:40 p.m.

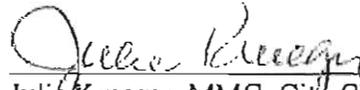
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Submitted by/  
Julie Krueger, MMC  
City Clerk

SIGNED:

  
\_\_\_\_\_  
Stephen E. Lawrence, Mayor

ATTEST:

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



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## AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
July 13, 2015	Discussion Item 13, A	15-057

**TO:** Honorable Mayor and City Council

**FROM:** Daniel Hunter, Project Coordinator

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

**DATE:** July 1, 2015

**ISSUE:** Adoption of Resolution 15-XXX City's Annexation Policy.

**RELATED COUNCIL GOAL:** C-3: Economic Development Adopt and implement infill development standards and policies to encourage new residential development.

**PREVIOUS AGENDA STAFF REPORT (ASR):** #14-072 for October 13, 2014 meeting and #15-017 for March 9, 2015 meeting.

**BACKGROUND:** The City Council asked staff to look at the City's current annexation policy and identify potential modifications. Subsequent to further Council direction a Resolution replacing the current policy was presented. There have been a couple of discussions resulting in a draft resolution and clear understanding that no residential annexations will occur for the next 2 years. Attached is a Resolution for the Council's consideration that would replace the current city annexation policy as adopted in Resolution 06-011 (also attached). It is intended to implement the direction the Council gave on March 9, 2015.

One outstanding issue needing further discussion is language used as contained in current policy. It has been general public policy in Oregon to require a consent to annex as development occurs in the Urban Growth Area. The Urban Growth Area is intended to provide a means for an urban area to grow in an organized manner without creating urban

congested, or urban sprawl. The word “consent” may have caused some confusion. In the attached Resolutions as well as City Ordinance the terms used in Oregon Revised Statute are used to provide clarity and consistency.

In lieu of annexation by election, the governing body may annex by “written consent” as provided in ORS 222.170. The state statute requires a governing body to annex within one-year of the consent to annex being submitted (ORS 222.173). A consent to annex does not initiate an annexation. A property owner and the governing body may also seek to waive the one-year limit. If a delay in annexing is desired. In the event a consent to annex and a waiver of the one-year limit are presented the property will remain un-annexed until such time as the governing body decides to annex said property by Ordinance.

In addition, staff conducted research on Pendleton, Hermiston and Hood River provided the following. The language is a summary from their policy using the same terms.

Pendleton policy is to annex property in the UGA that abuts city limits when land use action occurs and to require a consent to annex when land use action occurs and property does not abut city limits.

Hermiston policy is to annex property by request. However, the Urban Growth Area is jointly managed by city & county and all annexation requests go through Umatilla County Planning. The Joint Management Agreement also requires a property owner who constructs any single-family dwelling or develops residential zoned property to be annexed.

Hood River policy is to require a consent to annex prior to city service extension (water, sanitary sewer, and/or storm water) to extraterritorial property.

Staff reviewed current City ordinance to determine what ordinances may be affected by adoption of this Resolution. This does not necessarily mean these ordinances need to be amended. The ordinances are provided here for your convenience.

#### Comprehensive Plan:

*Planning Goal 14 Policies: Policy #6 (pg. 62) [requires LCDC review]*

“Encourage the orderly annexation of land within the Urban Growth Boundary to the City of The Dalles.”

Also potentially - *Planning Goal 2 Policies: Policies #3 and #5 (pg. 10)*

“3. Assure an adequate factual base for decisions and actions.”

“5. Evaluate proposed Comprehensive Plan amendments according to the following criteria:

- a. Compliance with the statewide land use goals and related administrative rules is demonstrated.
- b. Conformance with the Comprehensive Plan goals, policies and implementation measures is demonstrated.
- c. The change will not adversely affect the health, safety and welfare of the community.

d. Adequate public facilities, services and transportation networks are in place, or are planned to be provided with the proposed change. e. Plan changes should be consistent with the current vision statement and action plan.”

[Requires LCDC Review]

LUDO:

*General Provisions 9.020.020(B)*

“Annexation. Whenever any new lot is created inside the Urban Growth Boundary but outside the City limits, the City may require annexation or the signing of a consent to annexation and a waiver of the one year limitation on consent to annexation.”

*Timing of Improvements 10.030(D)*

“Annexation. As part of any development, including but not limited to new construction, land division, extension of City services, rezone, or a change of use, of a parcel inside the Urban Growth Boundary but outside the City limits, the City may require annexation or the signing of a consent to annexation and a waiver of the one year limitation on consent to annexation.”

*Annexation required for Service provided outside the City Limits 14.020.010*

“A. Prior to any connection to the City water system, sanitary sewer system, or storm water system for property located outside the City limits, a consent to annexation shall be provided to the City and recorded in the deed records of Wasco County, for all premises which may be served by a connection.

B. If connection to the City water system, sanitary sewer system or storm water system was initially made without providing a legal consent to annexation for the premises served, a consent to annexation shall be required as a condition of any further development of the premises that increases the use of the City water system, sanitary sewer system, or storm water system.

C. In lieu of a consent to annexation, the City may require annexation as a condition of connection to the City water system, sanitary sewer system, or storm water system for premises contiguous to the City limits, or separated from the City only by a public right of way, stream, or other body of water. Annexation may be conditioned upon such conditions of approval as the City considers necessary.

D. If property that is outside the City limits and connected to the City water system, sanitary sewer system, or storm water system changes ownership, the new owner shall execute a consent to annexation within 30 days of acquiring ownership.

E. The consent to annexation shall be on forms provided by the City. The owner of the property shall cause the consent to annexation to be recorded in the deed records of Wasco County and a copy provided to the City. The owner shall be responsible for paying the recording fees.”

(The City Water Ordinance was not amended to include requirements for annexation. They are required under the LUDO ordinance above.)

Sewer Ordinance (No. 97-1213):

*Article V Section 10*

“Under no circumstances shall sanitary sewer service be extended to persons or premises located outside the City limits of the City of The Dalles without express permission of the City Council, which may include, but shall not be limited to, a petition for consent to annexation and installation of the necessary improvements to receive sanitary sewer service by the applicant requesting such service, or payment by the applicant for the costs of such improvements in accordance with the provisions of Resolution No. 07-007 implementing the policy for residential local improvement districts. [As amended by Ordinance No. 11-1316, adopted by City Council December 12, 2011.]”

**OPTIONS FOR CONSIDERATION:** Some alternatives to the current policy are provided below. Once Council by motion adopts an alternative, City Staff will implement the selected option including replacing Resolution 06-011(attached) which implemented the current policy:

**Option 1, Amend the current annexation policy:** Replace the current policy by approval of Resolution 15-XXX.

Staff shall process amendments to current ordinances requiring annexation that read “shall” and change to “may.” All ordinances that read “may” will be interpreted by this Resolution.

**Option 2, Continue with current policy:** Continue with the current policy with amended LUDO. Specifically: Chapter, Section and Paragraph 9.020.020(B), replacing “may” with “shall”. We propose paragraph (B) of said chapter and section to read: Whenever any new lot is created or existing property is urbanized inside the Urban Growth Boundary but outside the City limits, the City shall require annexation or the signing of a consent to annexation and a waiver of the one year limitation on consent to annexation.

**Option 3, Postpone action:** The Council postpones further action on replacing the annexation policy and instructs staff to conduct further research on alternatives.

**BUDGET IMPLICATIONS:** The timing of annexations will have an impact on both revenues and expenditures. The annexation reduces the amount Wasco County pays to the City for planning administration within the Urban Growth Boundary. Revenues gained through property taxes by annexing property is offset by reductions in water and sewer fees where the property’s taxable assessed value is less than \$240,000.

**COUNCIL ALTERNATIVE:**

1. Staff Recommendation: Direct staff to bring a resolution to the next Council meeting for approval.
2. Direct Staff to continue with the current annexation policy in Resolution 06-011

and process an amendment of the LUDO to support that policy.

3. Postpone action on the current policy to conduct research on this issue.

**RESOLUTION NO. 15-**

**A RESOLUTION ADOPTING A REVISED  
ANNEXATION POLICY FOR THE CITY OF THE DALLES**

**WHEREAS**, The City of The Dalles was incorporated in 1857 and has frequently, over time annexed property into its City limits for the benefit of the public; and

**WHEREAS**, Annexation of property provides for a more efficient and cost effective delivery of urban level services including police, water, sanitary sewer, storm water, roads, planning and economic development, administration, and codes enforcement; and

**WHEREAS**, The City has established an urban growth boundary within which properties may be provided urban level services; and

**WHEREAS**, In order to effectively and efficiently provide for urban level services within the existing and expanded urban growth boundary, it is to the benefit of the public to annex properties within the urban growth boundary; and

**WHEREAS**, Current City policy was established by Resolution 06-011; and

**WHEREAS**, The City Council wishes to replace current City Policy by resolution with a uniform policy regarding annexation of property into the City;

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

Section 1. Annexation Policy. The City Council hereby adopts and approves an annexation policy to replace the policy set forth in Resolution 06-011:

- A. All commercial and industrial property within the urban growth boundary, and as it may be amended from time to time, shall be annexed at the earliest time possible.
- B. A single parcel of residential property shall be subject to annexation only if all owners of the property, and at least fifty percent (50%) of any electors residing on the property who are not owners of the property, request annexation in writing.
- C. Upon submission of the written request(s) for the annexation of a single parcel of residential property as provided for in Section 1(B), the City shall send a notice asking all owners of property which is contiguous to the City and located within 200 feet of the boundaries of the single parcel of residential property, and all electors who may reside upon the identified additional properties who are not owners of the identified properties, if those owners and electors desire to have the identified properties annexed at the same time as the single residential parcel of property identified in Section 1(B). The owners of these identified residential parcels and electors residing upon these identified residential parcels, shall have thirty (30) days from the date of the notice sent by the City to request annexation. Owners of the additional identified parcels and electors residing upon the additional identified parcels must submit their request within the prescribed thirty (30) day period, in

order for the additional identified properties to be annexed.

- D. Any proceeding to complete the annexation procedure requested in Section 2(C) must be initiated within the one year period provided by state law.
- E. This resolution shall be reviewed by City Council in February, 2017.

Section 2. Policy Replaced. The annexation policy set forth in Resolution No. 06-011 is hereby replaced.

Section 3. Effective Date. This Resolution shall be effective upon adoption by the City Council and approval of the Mayor.

**PASSED AND ADOPTED THIS 13<sup>th</sup> DAY OF JULY, 2015**

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

**AND APPROVED BY THE MAYOR THIS 14<sup>th</sup> DAY OF JULY, 2015**

SIGNED:

ATTEST:

\_\_\_\_\_  
Stephen E. Lawrence, Mayor

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

**RESOLUTION NO. 06-011**

**A RESOLUTION ADOPTING THE  
CITY OF THE DALLES ANNEXATION POLICY**

**WHEREAS;** The City of The Dalles was incorporated in 1857 and has frequently, over time annexed property into its City limits for the benefit of the public; and

**WHEREAS;** Annexation of property provides for a more efficient and cost effective delivery of urban level services including; police, water, sanitary sewer, storm sewer, roads, planning and development, administration, and codes enforcement; and

**WHEREAS;** The City has established an urban growth boundary within which properties may be provided urban level services; and

**WHEREAS;** The City is experiencing an expanding economy creating the need to expand the urban growth boundary; and

**WHEREAS;** In order to efficiently and effectively provide for urban level services within the existing and expanding urban growth boundary, it is to the benefit of the public to annex properties within the urban growth boundary; and

**WHEREAS;** The City Council wishes to establish by resolution a uniform policy regarding annexation of property into the City;

**NOW, THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

Section 1. Annexation Policy. The City Council hereby adopts and approves an annexation policy with the following elements:

- A. All properties within the urban growth boundary, and as it may be amended from time to time, shall be annexed.
- B. On November 7, 2006, there will be an election of the voters within the existing City limits, and those within the existing urban growth boundary outside the City limits, asking whether all the properties not already annexed be annexed at one time.
- C. Upon passage of this resolution, annexation of individual properties will be delayed until after the results of the November 7, 2006, election are known.

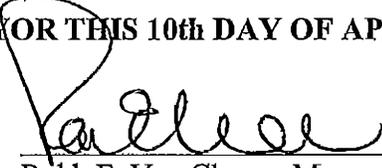
- D. If the all inclusive annexation election in November should fail, the City will, at the earliest opportunity, use all available means to annex properties including but not limited to; limited area annexation elections, consent annexations, and island annexations.
  - E. The City will continue to require consents to annexation from individual properties owners as they develop property and/or they require connections to City utilities outside existing City limits.
2. Effective Date. This annexation policy resolution shall become effective immediately upon its passage and approval, April 10, 2006.

**PASSED AND ADOPTED THIS 10<sup>th</sup> DAY OF APRIL, 2006**

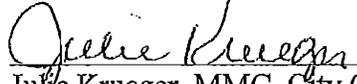
Voting Yes, Councilors:	<u>Davison, Seckora, Broehl, Tenney, Zukin</u>
Voting No, Councilors:	<u>None</u>
Absent, Councilors:	<u>None</u>
Abstaining, Councilors:	<u>None</u>

**AND APPROVED BY THE MAYOR THIS 10<sup>th</sup> DAY OF APRIL, 2006**

SIGNED:

  
 Robb E. Van Cleave, Mayor

ATTEST:

  
 Julie Krueger, MMC, City Clerk