

AGENDA

REGULAR CITY COUNCIL MEETING

October 22, 2018

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. The Dalles Area Chamber of Commerce Quarterly Update
 - B. Blue Zones Project Update
6. AUDIENCE PARTICIPATION

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

CITY OF THE DALLES

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

10. CONSENT AGENDA

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

- A. Approval of September 24, 2018 Regular City Council Meeting Minutes

11. CONTRACT REVIEW BOARD ACTIONS

- A. Consider Authorization of Purchase of Three New Larger-Capacity Pumps for the Chenoweth Lift Station on River Trail Way

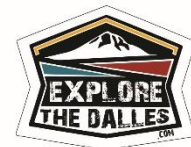
12. ACTION ITEMS

- A. Resolution No. 18-027 Initiating Partial Street Vacation to the Rear of 1707 Lincoln Way
- B. Blue Zone Funding Request
- C. Columbia Gorge Regional Airport Mobile Home Lease Approval

13. ADJOURNMENT

This meeting conducted in a handicap accessible room.

Prepared by/
Izetta Grossman
City Clerk



The Dalles Area Chamber of Commerce
Dave Nevins

1st Quarterly Report / July 2018 – September 2018

1. History and Heritage Task Force is working on their new History Walking Tour Brochure. We applied for a grant through the Oregon Historic Trails Fund for the printing cost. We will know later this year if we are awarded this grant. Brochure is approximately 65% completed in the design, photos, and information.
2. Travel Oregon contacted us in August for the new Mural Campaign “Oregon is Magic” as they chose The Dalles to be 1 of 7 cities to host a mural from the existing campaign “Oregon, Slightly Exaggerated”. (NOTE: Community Celebration is set of October 27 with Travel Oregon, we are 1 of 2 communities that will be hosting a Community Celebration)
3. Oregon Tour & Travel Alliance – made connections at their Fall Meeting
4. U.S. Capitol Christmas Tree – we were contacted in the Fall to host the tree which will be here on November 14th. The stop here is a celebration of the Oregon Trail.
5. Working on upcoming FAM (Familiarization) Tours
6. Assisted with the Motorcycle Cannonball event
7. Fish Camp – met 7-8 media members. Two of these leads are doing media on The Dalles.
8. The Charm Trail is expanding and we have had a meeting with one of the Cruise Ship Directors regarding The Charm Trail.

Goals

1. I am working with our Columbia Gorge partners so that The Dalles has a stronger presence.
2. To continue with the Saturday Explorer Shuttle service (The Blue Bus) in 2019.
3. To improve the visitor’s side of our website.
4. To increase the media platforms for Explore The Dalles.



2018 Attraction Visitor Counts

Attraction:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total:
Discovery Center	885	957	2,441	3,578	3,633	4,739	5,615	4,279	4,524				30,651
Farmers Market	-	-	-	-	-	5,671	4,467	3,236	3,406				16,780
Fort Dalles Readiness	-	-	-	-	-	-	600	1,100	600				2,300
Maryhill Museum	-	-	1,639	2,831	4,117	4,609	5,047	4,852	-				23,095
Old St. Peters Landmark	217	301	552	334	557	377	397	528	512				3,775
School Museum	-	-	-	-	30	31	45	38	61				205
Sunshine Mill	531	640	839	832	1,066	1,229	889		-				6,026
The Dalles Chamber	682	462	243	1,308	630	769	685	663	401				5,843
Rorick House	-	-	-	-	-	50	85	66	-	-	-	-	201
Wasco County Library	11,613	11,286	12,436	8,455	-	12,781	14,663	12,250	10,409				93,893
Wonderworks Children	398	617	532	350	439	448	722	609	337				4,452
Fort Dalles Museum	DOES NOT PARTICIPATE												
Original County Courthouse													
TD Civic Auditorium													
Total Counts:	14,326	14,263	18,682	17,688	10,472	30,704	33,215	27,621	20,250				



Lodging Occupancy Report

July 2017 - June 2018

Month	Wasco County / Percentage of Occupancy			Mt Hood / Gorge Region		Pacific NW		United States	
	2017 /2018	2016/2017	% of change	2017/2018	% of change	2017/2018	% of change	2017/2018	% of change
July	88.5	85.6	3.4	86.7	1.8	82.6	< .4 >	73.8	< .5 >
August	88.0	80.9	8.8	86.1	5.3	80.9	0.0	70.7	0.9
September	79.2	77.6	2.1	73.3	< 5.7 >	77.2	< .8 >	69.7	1.7
October	70.4	61.0	15.4	68.2	6.9	74.8	< .2 >	69.6	1.6
November	55.0	50.9	8.1	54.8	2.7	68.1	0.5	61.5	1.6
December	42.4	43.0	< 1.3 >	51.7	0.3	62.5	0.6	54.0	2.3
January	41.4	44.8	< 7.6 >	45.1	< 6.9 >	63.8	< .1 >	54.5	0.9
February	45.1	54.5	< 17.2 >	53.0	< 4.9 >	71.4	0.5	61.7	1.2
March	52.9	62.5	< 15.4 >	60.7	< 4.9 >	75.0	< 0.2 >	68.5	0.9
April	62.7	70	< 10.4 >	64.4	< 4.4 >	74.5	< 0.2 >	67.9	0.9
May	70.1	74.7	< 6.2 >	70.8	< 1.8 >	74.7	< 0.6 >	68.2	0.7
June	83.8	86.3	< 2.9 >	80.4	< 1.9 >	80.9	0.1	74.5	1.7

*Travel Oregon receives monthly reports on the trends in Oregon hotels', motels', and resorts' occupancy rates, average daily rates, room supply, and room demand, revenue per available room, room revenue. The research does not include campgrounds, RV parks or vacation homes.



Lodging Occupancy Report

July 2018 - June 2019

Month	Wasco County / Percentage of Occupancy			Mt Hood / Gorge Region			Pacific NW			United States		
	2018 /2019	2017/2018	% of change	2018 /2019	2017/2018	% of change	2018 /2019	2017/2018	% of change	2018 /2019	2017/2018	% of change
July	86.3	88.5	< 2.5 >	83.9	86.7	< 3.1 >	82.4	82.6	< 0.3 >	73.6	73.7	< 0.2 >
August	83.3	87.9	< 5.3 >	80.9	86.1	< 6.0 >	81.0	80.8	0.2	71.4	70.6	1.2
September												
October												
November												
December												
January												
February												
March												
April												
May												
June												

*Travel Oregon receives monthly reports on the trends in Oregon hotels', motels', and resorts' occupancy rates, average daily rates, room supply, and room demand, revenue per available room, room revenue. The research does not include campgrounds, RV parks or vacation homes.

Issue/Date	Outlet	Title	Traffic
7/2/2018	Expedia Viewfinder	21 of the Most Scenic West Coast Cities	25,997,360
7/6/2018	Central Oregon Daily News	Destination Oregon: Freebridge Brewing in The Dalles	4,110
8/22/2018	KPTV	Andy's Adventures: Electric bike ride in The Dalles	663,053
9/16/2018	The Province	Cruise the Rivers of the Pacific Northwest	1,525,951
9/16/2018	Vancouver Sun	Cruise the rivers of the Pacific Northwest	1,544,415
9/29/2018	America Outdoors Radio		112 subscribers
9/29/2018	Northwestern Outdoors Radio	Fish Camp Edition	112 subscribers
9/29/2018	Pacific NW Edition of America Outdoors Radio		112 subscribers
9/26/2018	Travel Oregon	What's New in The Dalles	186,008

URL

<https://viewfinder.expedia.com/features/21-of-the-most-scenic-west-coast-cities/>

<http://zolomedia.com/destination-oregon-freebridge-brewing-in-the-dalles/>

<http://www.kptv.com/clip/14579925/andys-adventures-electric-bike-ride-in-the-dalles#.W32YAncMG9A.facebook>

<https://theprovince.com/travel/local-travel/cruise-the-rivers-of-the-pacific-northwest>

<https://vancouver.sun.com/travel/local-travel/cruise-the-rivers-of-the-pacific-northwest/wcm/98bde83c-3af7-47bb-ab7d-09e5aa941c72>

<https://www.youtube.com/watch?v=BwrCozD8dal&feature=youtu.be>

<https://www.youtube.com/watch?v=IAY-lYexqQY&feature=youtu.be>

<https://www.youtube.com/watch?v=6nTyM0bepn8&feature=youtu.be>

https://traveloregon.com/things-to-do/trip-ideas/favorite-trips/whats-new-dalles/?utm_source=newsletter&utm_medium=email&utm_content=ROAD%20TRIP%3A%20THE%20DALLES&utm_campaign=2018OctCore

Tourism Lobby Statistics 2017 / 2018

		Walk-ins	Phone	Welcome	Tourism	Web Total	Most Viewed
				Packets	Packets	Views	Pages
2018	July	336	349	95	10	12,582	Home, Events, Attractions
	August	418	245	400	8	13,118	Home, Events, Annual Events
	September	401	225	168	1	12,221	Home, Events, Explore The Dalles
	October						
	November						
	December						
		1155	819	663	19	37,921	

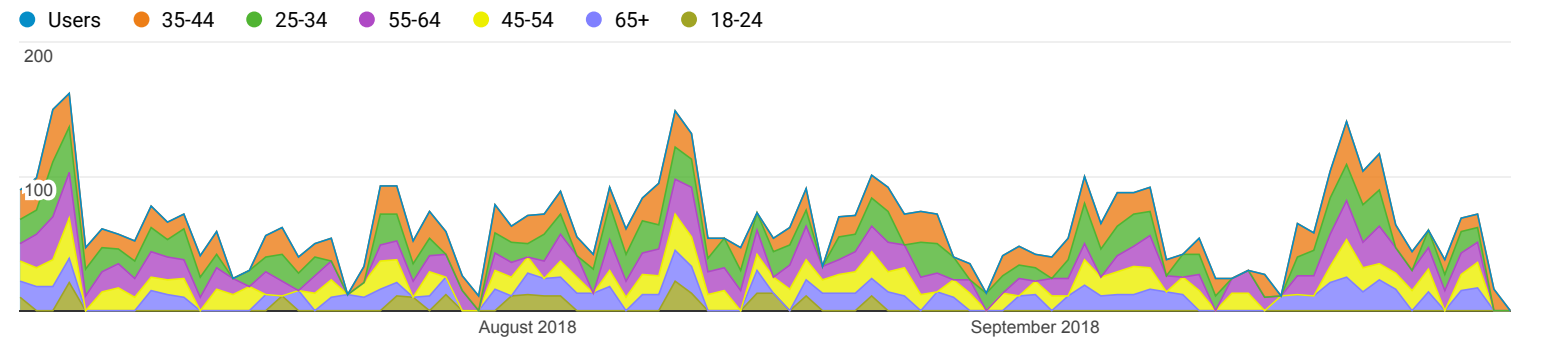
Demographics: Age

All Users
100.00% Users

Jul 1, 2018 - Sep 30, 2018

Explorer

Summary



Age	Acquisition			Behavior			Conversions		
	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Join the Chamber (Goal 1 Conversion Rate)	Join the Chamber (Goal 1 Completions)	Join the Chamber (Goal 1 Value)
	5,984 % of Total: 44.90% (13,326)	5,415 % of Total: 43.91% (12,331)	7,878 % of Total: 44.89% (17,548)	62.90% Avg for View: 65.73% (-4.32%)	2.35 Avg for View: 2.16 (8.75%)	00:01:56 Avg for View: 00:01:38 (18.05%)	0.32% Avg for View: 0.26% (21.06%)	25 % of Total: 54.35% (46)	\$0.00 % of Total: 0.00% (0.00)
1. 35-44	1,249 (20.47%)	1,086 (20.06%)	1,575 (19.99%)	65.71%	2.09	00:01:27	0.51%	8 (32.00%)	\$0.00 (0.00%)
2. 25-34	1,227 (20.10%)	1,093 (20.18%)	1,566 (19.88%)	64.43%	2.36	00:01:54	0.32%	5 (20.00%)	\$0.00 (0.00%)
3. 55-64	1,192 (19.53%)	1,060 (19.58%)	1,458 (18.51%)	62.35%	2.25	00:01:40	0.27%	4 (16.00%)	\$0.00 (0.00%)
4. 45-54	1,029 (16.86%)	923 (17.05%)	1,324 (16.81%)	64.73%	2.26	00:01:46	0.38%	5 (20.00%)	\$0.00 (0.00%)
5. 65+	969 (15.88%)	878 (16.21%)	1,145 (14.53%)	63.06%	2.44	00:01:51	0.00%	0 (0.00%)	\$0.00 (0.00%)
6. 18-24	437 (7.16%)	375 (6.93%)	810 (10.28%)	52.22%	3.04	00:03:51	0.37%	3 (12.00%)	\$0.00 (0.00%)

Rows 1 - 6 of 6

Location

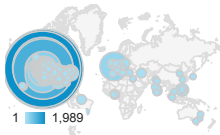


All Users
100.00% Users

Jul 1, 2018 - Sep 30, 2018

Map Overlay

Summary



City	Acquisition			Behavior			Conversions	Goal 1: Join the Chamber	
	Users	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Join the Chamber (Goal 1 Conversion Rate)	Join the Chamber (Goal 1 Completions)	Join the Chamber (Goal 1 Value)
	13,326 % of Total: 100.00% (13,326)	12,335 % of Total: 100.03% (12,331)	17,548 % of Total: 100.00% (17,548)	65.73% Avg for View: 65.73% (0.00%)	2.16 Avg for View: 2.16 (0.00%)	00:01:38 Avg for View: 00:01:38 (0.00%)	0.26% Avg for View: 0.26% (0.00%)	46 % of Total: 100.00% (46)	\$0.00 % of Total: 0.00% (\$0.00)
1. Portland	2,235 (15.86%)	1,987 (16.11%)	2,627 (14.97%)	69.85%	1.84	00:01:09	0.04%	1 (2.17%)	\$0.00 (0.00%)
2. The Dalles	1,989 (14.12%)	1,544 (12.52%)	3,292 (18.76%)	56.11%	2.79	00:02:48	0.55%	18 (39.13%)	\$0.00 (0.00%)
3. Hood River	1,154 (8.19%)	902 (7.31%)	1,463 (8.34%)	62.06%	2.37	00:01:33	0.75%	11 (23.91%)	\$0.00 (0.00%)
4. Seattle	1,131 (8.03%)	1,000 (8.11%)	1,315 (7.49%)	71.79%	1.71	00:01:04	0.15%	2 (4.35%)	\$0.00 (0.00%)
5. (not set)	476 (3.38%)	441 (3.58%)	531 (3.03%)	73.82%	1.95	00:01:19	0.19%	1 (2.17%)	\$0.00 (0.00%)
6. Goldendale	361 (2.56%)	304 (2.46%)	470 (2.68%)	60.64%	2.67	00:02:18	0.43%	2 (4.35%)	\$0.00 (0.00%)
7. San Francisco	360 (2.56%)	294 (2.38%)	414 (2.36%)	71.98%	1.68	00:00:58	0.00%	0 (0.00%)	\$0.00 (0.00%)
8. Paris	245 (1.74%)	245 (1.99%)	245 (1.40%)	52.65%	1.48	00:01:04	0.00%	0 (0.00%)	\$0.00 (0.00%)
9. Medford	239 (1.70%)	177 (1.43%)	280 (1.60%)	60.00%	2.58	00:01:32	0.00%	0 (0.00%)	\$0.00 (0.00%)
10. Boardman	201 (1.43%)	201 (1.63%)	201 (1.15%)	100.00%	1.00	00:00:00	0.50%	1 (2.17%)	\$0.00 (0.00%)

Rows 1 - 10 of 1457

Brought to
Oregon by



BLUE ZONES PROJECT®



Blue Zones Project Update

October 10, 2018

Thank you to Cambia Health Foundation and our Local Sponsors...



...and residents
and friends of
The Dalles!



People



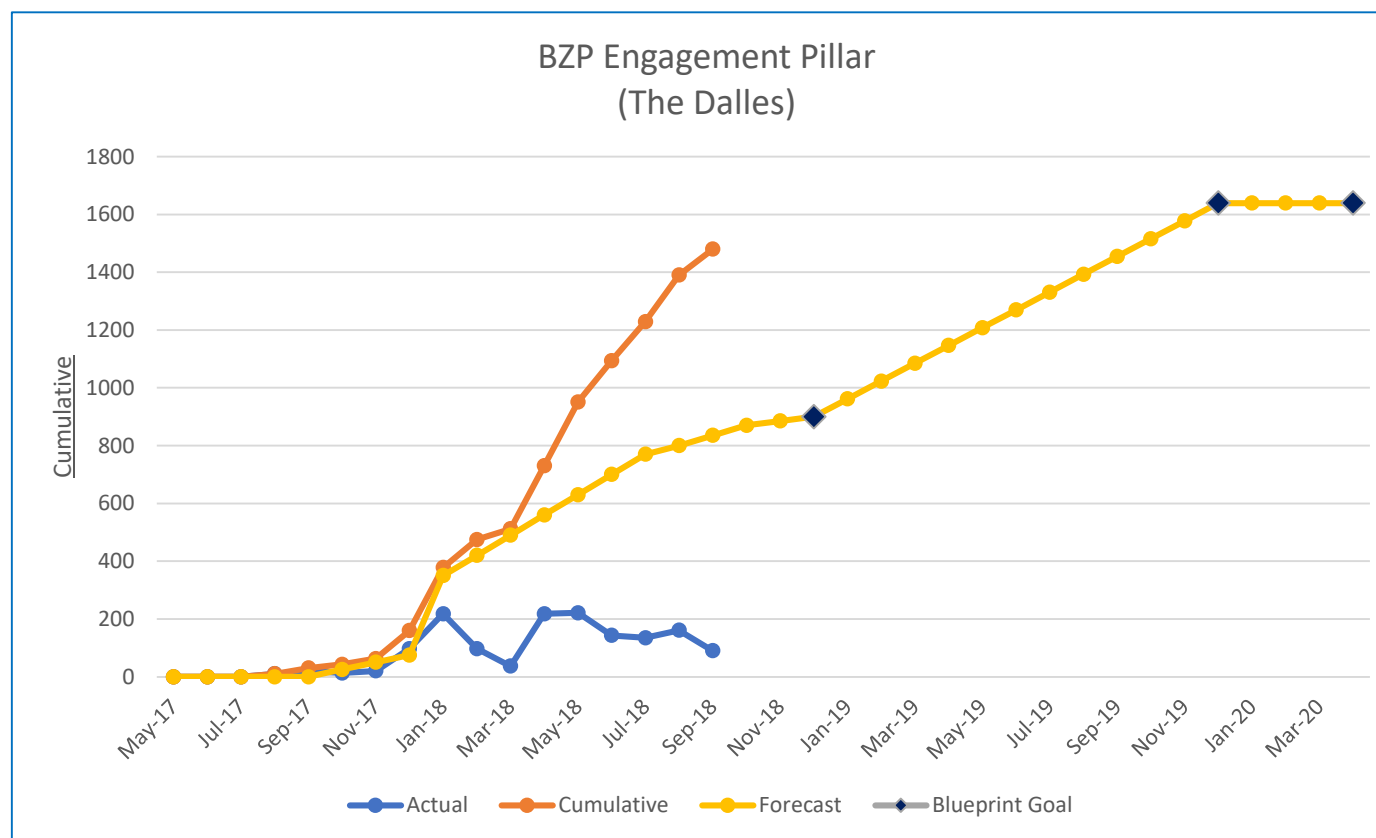
Achieving Blue Zones Project Certification

STEP 1: “People”-specific Pillar Certification Goals and Performance

Overall Engagement: Engage 1,639 unique individuals in activities over the duration of the program

Engagement activity:

- Total engagement through September 30, 2018 is **1,478**
 - **90% of program goal**
 - 164% of annual goal
- 88 new engagements driven largely by pledges through registered worksites and curated volunteer activities
- Projecting 75 new engagements for October 2018 when BZP moai’s complete 10 week period as well as implementation of Weekly Wednesday Walking School Buses at our four elementary schools
- We only need 161 more engagements to reach this pillar goal



Achieving Blue Zones Project Certification

STEP 1: “People”-specific Pillar Certification Goals and Performance

Media Placements: Achieve 10 media placements over duration of program

Media activity:

- We have exceeded our goal by 300%
- Radio: Paid partnership with Bicoastal Media, Earned media with Radio Tierra
- Continued monthly full page, ‘Healthy The Dalles’ in The Dalles Chronicle
- Earned media with Gorge Magazine September 2018 Cover





Restaurants

The Riv
410 East 10th Street



Montira's Thai Cuisine
302 West 2nd Street



Atrium Falls Cafe
Mid-Columbia Medical Center
1700 East 19th Street



The Bistro at Water's Edge
Mid-Columbia Medical Center
551 Lone Pine Lane



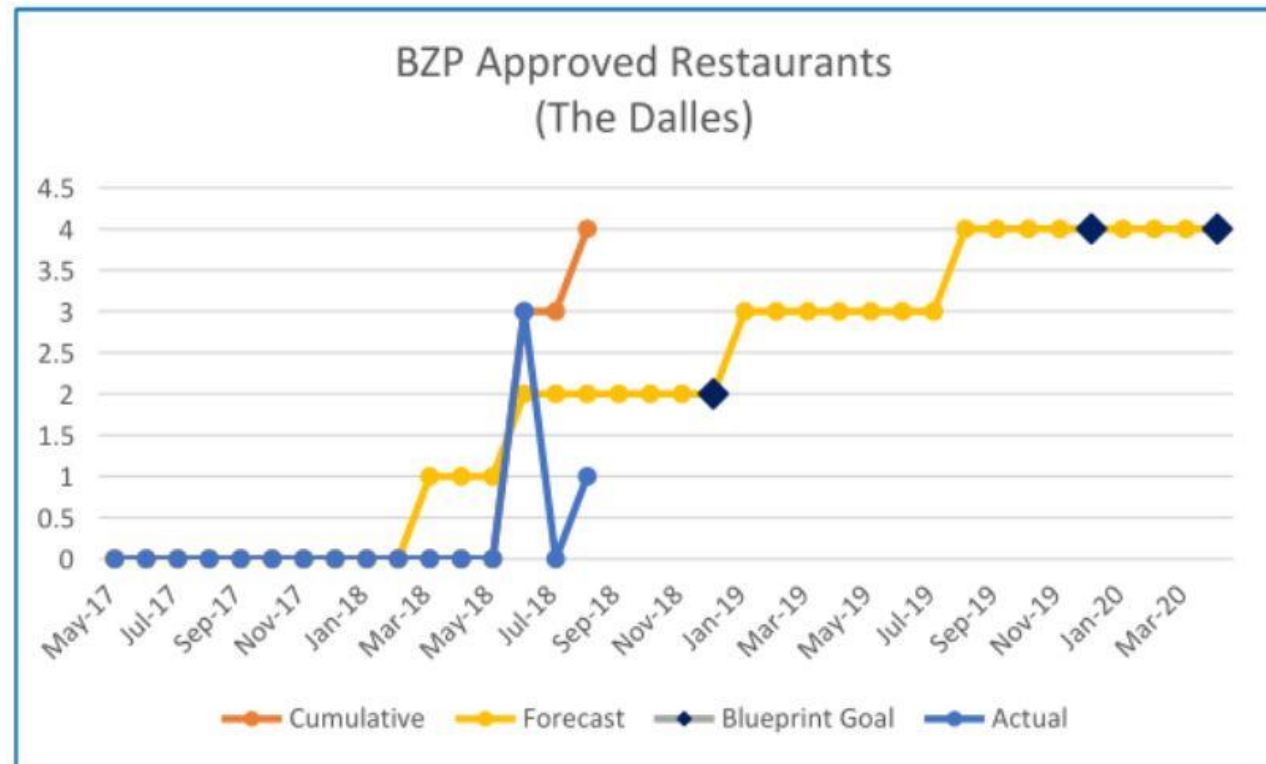
Achieving Blue Zones Project Certification

STEP 1: “Place”-specific Pillar Certification Goals and Performance

RESTAURANTS: 10 percent (4) of all restaurants become BZP Approved

Restaurant activity:

- Four restaurants approved to date
 - Held Approval celebration for Montira's on 9/22/18





CONGRATULATIONS on becoming
Blue Zones Project Approved™!

Together, we can help our
community live longer, better.



Brought to
Oregon by
CAMBIA
health foundation

ONE
COMMUNITY
HEALTH

Worksites



WASCO COUNTY

Wasco Wellness Watch

May 2018

WELLNESS PROGRAM

May is National Asparagus Month

Tuscan Style Asparagus

From tasteofhome.com
Ready in 30 Minutes

Ingredients

- 1.5 pounds fresh asparagus
- 1.5 cups grape tomatoes, halved
- 3 tablespoons pine nuts
- 3 tablespoons olive oil, divided
- 2 garlic cloves, minced
- 1 teaspoon kosher salt
- 1/2 teaspoon pepper
- 1 tablespoon lemon juice
- 1/3 cup grated parmesan cheese
- 1 teaspoon grated lemon peel

Directions

Preheat oven to 400°. Place asparagus, tomatoes & pine nuts on foil lined baking pan. Mix 2 tablespoons oil, garlic, salt and pepper; add to asparagus and toss to coat.

Bake 15-20 minutes or just until asparagus is tender. Drizzle with remaining oil and the lemon juice.

Wellness Portal

Wasco County has a page dedicated to our Wellness activities and efforts. Go to: <https://sites.google.com/co.wasco.or.us/wellness>

You'll find our events calendar, links to newsletters and info, and you can submit your ideas for additional wellness events.

EAP Service Tip of the Month

Did You Know?

Deer Oaks offers a Find Now Child & Elder Care Program.

This program assists participants caring for children and/or aging parents with the search for licensed child and elder care facilities in their area.

Wellness Activities

May 18th at noon Adventure Walk

Join us in a casual & fun guided walk starting at the court house and making its way to curious historic places. See map.

May 18th is National Bike to Work Day

Community Garden

Located by Public Works, plans are in the works to prep garden space. Donations for supplies & gardening time needed. Date TBD. Contact Jaime Solars for more info X2659.



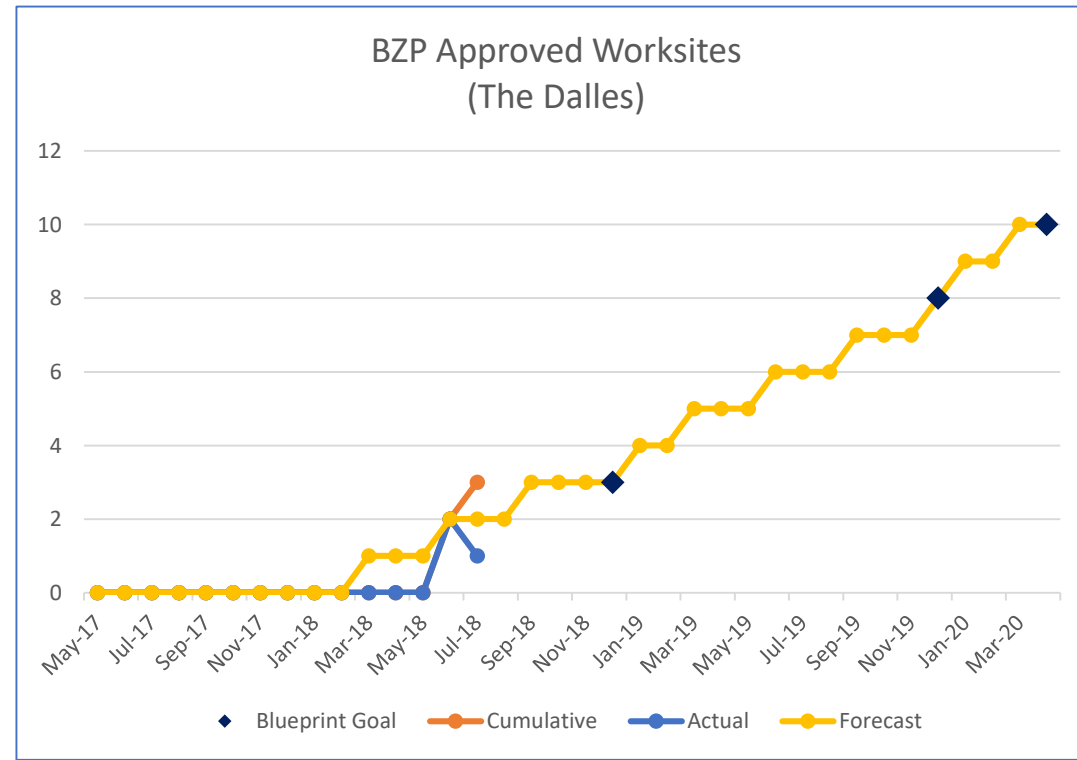
Achieving Blue Zones Project Certification

STEP 1: “Place”-specific Pillar Certification Goals and Performance

WORKSITES: Ten of the top 20 worksites by number of employees become BZP Approved

Worksite activity:

- Twenty worksites registered
- Three total worksites Approved
 - New Approvals in July
- Projection for end of October is one new organization, North Central Public Health



Grocery Store



Corner Stores

La Michoacana Store
1210 Kelly Avenue



Achieving Blue Zones Project Certification

STEP 1: “Place”-specific Pillar Certification Goals and Performance

SCHOOLS: At least 50 percent (3) of public schools become BZP Approved

School activity:

- Schools registered: 4
 - Chenoweth Elementary
 - Dry Hollow Elementary
 - Colonel Wright Elementary
 - The Dalles Middle School
- July forecast: Walking school bus volunteer recruitment.
Safe Routes to School
Application progress (Letter of Intent)



Achieving Blue Zones Project Certification

STEP 1: “Place”-specific Pillar Certification Goals and Performance

WALKING SCHOOL BUS: At least 25% of participating elementary schools implement one of the following:
Walking School Bus, Safe Routes to School program, Bus-to-Walk Program

Walking School Bus:

- Weekly Wednesday Walking School Bus Launched on October 10, 2018
 - Four (4) elementary Schools
 - **99 students**
 - 27 adults
 - **133% of goal**



BZP Policy Certification Status

Built Environment Goal: Nine (9)

1. Safe Routes to School Master Plan

Dry Hollow Elementary Traffic Safety Pop Up Demonstration

Safe Routes to School Application for Dry Hollow Elementary (2018)

Safe Routes to School Application for Chenoweth Elementary (2019)

2. Seek sustainable funding for equitable access to physical activity.

*Summer Swim Rx - Contract between Northern Wasco Parks & Recreation and PacificSource
for health related billings.*

3. Parks Master Plan

Parks Master Plan 2018

4. Adopt policies or practices that allow for trainings on Complete Streets for elected officials, city and county staff, planners and other interested parties.

*Resolution 18-019: Working with the City to provide BZP orientation and trainings to elected officials
during onboarding and beyond*

5. Support the city in implementation of any of the 2017 Housing Strategy Report recommendations.

Achieving Blue Zones Project Certification

STEP 1: “Policy”-specific Pillar Certification Goals and Performance

BUILT-ENVIRONMENT POLICY: Implement six “Core BZP Built-Environment Practices”; implement three short-term policies/projects; and implement one marquee project.

	Policy	% Complete	R/Y/G
Marquee 1	Pick-up and drop-off traffic and intersection around Dry Hollow Elementary	100%	Complete
Marquee 2	Development of the Mill Creek Greenway	75%	On Track
Marquee 3	1 st Street Streetscape project – Front Porch	50%	On Track

BZP Policy Certification Status

Food Goal: Five (5)

1. Incentivizing Healthy Menu Item at all Mobile Food Trucks

Mobile Food Vendor Policy Brief (2018)

Collaboration between City of The Dalles and North Central Public Health District

2. Healthy Food Pantry Policy at local food pantries to commit to promoting healthy foods and limiting the distribution of foods with low to no-nutritional value.

Collaboration with Columbia Gorge Food Bank's Healthy Food Pantry Policy

3. The Dalles Farmer's Market will pass a policy to accept food-assistance payments and purchasing incentives.

The Dalles Farmer's Market values food-assistance payments and are revisiting by-laws and mission statement to reflect this value.

4. Adopt a policy that allows for parks to be evaluated and built as an edible parks or food forests

Collaboration between Northern Wasco Parks & Recreation and Wasco County Master Gardner's

BZP Policy Certification Status

Tobacco & Smoke Goal: Three (3)

1. Increase the minimum distance for smoking from entryways to at least 25 feet (current OR law is 10 feet).

Working with City of The Dalles Human Resources Department Manager

2. Smoke-free city and county properties

Lewis & Clark Festival Park is the last park we need to be designated as Tobacco & Smoke-free to meet this goal.

3. Support the design and implementation of tobacco retail requirements. Design and implement a policy where tobacco cannot be sold within 1,000-2,000 feet of where children gather, including schools, libraries, playgrounds, parks.

Currently there are no tobacco retailers within the 1,000-2,000 foot radius of where children gather.

4. Tobacco education policies for schools and worksites to include tobacco cessation support from health partners.

Collaboration between Northern Central Public Health District and local worksites

BZP Certification Status

Sector Goal	Individuals	Work-sites	Grocery	Restaurants	Schools	WSB	Com Policy	Marquee
	15% pop. 15+ years	10 most Influential	25% of all (1)	10% (4)	50% (3)	25% (2)		
Current Status	1,478	3	0	4	0	4	0	1
Target	1,639	10	1	4	3	2	17	1 out of 3
Denominator	10,925	20	3	73	6	3	-	-
% Complete	90%	30%	0%	100%	0%	100%	0%	100%
Online Registrants	N/A	20	1	5	4	N/A		

Dan Burden Site Visit: September 25, 2018





AGENDA STAFF REPORT

AGENDA LOCATION: Item #10A

MEETING DATE: October 22, 2018

TO: Honorable Mayor and City Council

FROM: Izetta Grossman, City Clerk

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

- A. **ITEM:** Approval of the September 24, 2018 Regular City Council Meeting Minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the September 24, 2018 Regular City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: That City Council review and approve the minutes of the September 24, 2018 Regular City Council meeting minutes.

MINUTES
REGULAR CITY COUNCIL MEETING
OF
September 24, 2018
5:30 p.m.

THE DALLES CITY HALL
313 COURT STREET
THE DALLES, OREGON

PRESIDING: Mayor Stephen Lawrence

COUNCIL PRESENT: Russ Brown, Linda Miller, Darcy Long-Curtiss, Taner Elliott

COUNCIL ABSENT: Tim McGlothlin

STAFF PRESENT: City Manager Julie Krueger, City Attorney Gene Parker, City Clerk Izetta Grossman, Finance Director Angie Wilson, Planning Director Steve Harris, Public Works Director Dave Anderson, Police Chief Patrick Ashmore, Human Resources Director Daniel Hunter, Assistant to the City Manager Matthew Klebes

Number of people present: 20

CALL TO ORDER

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

ROLL CALL

Roll call was conducted by City Clerk Grossman, Councilor McGlothlin absent.

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Mayor Lawrence noted that the minutes of the September 10, 2018 City Council meeting had been updated. He said Mrs. Hunt's statement summary had been removed and her written statement had been attached. It was moved by Elliott and seconded by Long-Curtiss to approve the agenda as amended. The motion carried unanimously, McGlothlin absent.

PRESENTATIONS/PROCLAMATIONS

Drive Less Challenge Proclamation

Mayor Lawrence read the proclamation.

Kathy Fitzpatrick of Mid-Columbia Economic Development District said there had been an increase of transportation alternatives Gorge-wide. She invited everyone to participate in the Drive Less Challenge. Fitzpatrick thanked local businesses for donating prizes for the Challenge.

Fitzpatrick directed people to the Drive Less Challenge website for more information - drivelesschallenge.com.

AUDIENCE PARTICIPATION

Mimi McDonell, 5574 Cherry Heights Road, gave a brief Blue Zones project update (attached).

CITY ATTORNEY REPORT

City Attorney Parker said Megan Lutz, the new paralegal had started.

Parker said the BOLI hearing had been scheduled for November 8. He said it had to be rescheduled because Tokola's attorney would not be available. He said that it would be rescheduled for December.

Parker said he had received Mrs. Hunt's reply to the City's reply to the LUBA appeal on 13th and Perkins. He said he was working on the next response.

Parker said Mrs. Hunt had retained an attorney for the 19th Street LUBA appeal. He said he was working with Mr. Blum's attorney on the reply.

Councilor Elliott said construction had begun on the 13th Street property. Parker said Mr. Blum had been informed he could continue at his own risk. He said Mrs. Hunt didn't ask for a stay.

MINUTES

Regular City Council Meeting

September 24, 2018

Page 3

CITY COUNCIL REPORTS

Councilor Long-Curtiss reported attending:

- YouthThink viewing of “Suicide Ripple Effect”
- Candidate Forum
- Urban Renewal meeting
- Blue Zones meeting

Councilor Miller reported attending:

- Household Hazardous Waste – banning plastic bags and straws discussed
- Candidate Forum
- City Work Session
- Sister City meeting – working on schedule for delegation
- Urban Renewal meeting

Councilor Elliott reported attending:

- Urban Renewal meeting
- City Work Session

Elliott congratulated Wasco County as their lawsuit, Wasco County vs. Wood, was put to rest. Elliott encouraged everyone to meet the candidates.

Mayor Lawrence reported attending:

- City Work Session
- Railroad Gorge Listening session – homeless camps came up
- Met with citizens interested in serving on committees

He said he will be attending League of Oregon Cities Conference later in the week with Councilor Miller.

CONSENT AGENDA

Mayor Lawrence said the September 10 minutes had been amended, as he previously stated. It was moved by Miller and seconded by Brown to approve the Consent Agenda as amended. The motion carried, McGlothlin absent.

Items approved by Consent Agenda were: 1) Approval of September 10, 2018 Regular City Council Meeting Minutes; 2) Declare Various Used Equipment from the Public Works Department as Surplus Property.

ACTION ITEMS

Resolution No. 18-025 Initiating a Street Vacation Procedure for a Portion of West 14th and West 15th Street Right-of-way located in Whispering Pines Subdivision

Senior Planner Dawn Hert reviewed the staff report.

Councilor Elliott asked if it was the same applicant as the minor partition. Hert said it was.

It was moved by Miller and seconded by Brown to adopt Resolution No. 18-025 Initiating a Street Vacation Procedure for a Portion of West 14th and West 15th Street Right-of-way located in Whispering Pines Subdivision. The motion carried, McGlothlin absent.

Resolution No. 18-026 Initiating a Street Vacation Procedure for a Portion of Right-of-way Surrounded by 1715 Jordan Street

Senior Planner Dawn Hert reviewed the staff report.

It was moved by Brown and seconded by Elliott to adopt Resolution No. 18-026 Initiating a Street Vacation Procedure for a Portion of Right-of-way Surrounded by 1715 Jordan Street. The motion carried, McGlothlin absent.

Approval of TacAero Hangar Space Lease at Columbia Gorge Regional Airport

Airport Manager Chuck Covert reviewed the staff report.

It was moved by Miller and seconded by Long-Curtiss to approve TacAero Hangar Space Lease at Columbia Gorge Regional Airport, contingent on approval by Klickitat County. The motion carried, McGlothlin absent.

Gitchell/Waldron Drug Building Agreement

Assistant to the City Manager Matthew Klebes reviewed the staff report.

Mayor Lawrence said he had received an email from Mr. Gleason asking to speak at the meeting.

Mayor Lawrence said Council had heard from Mr. Gleason before.

Councilor Long-Curtiss said she was concerned Council had not received enough community input. She said the building was of historical significance for Oregon, not just The Dalles.

MINUTES
Regular City Council Meeting
September 24, 2018
Page 5

Councilor Brown said Council needs to protect the City's liability. He said he couldn't justify the expense of moving the structure.

Councilor Miller asked what would happen if the Wastewater Treatment Plant needed to expand.

Klebes said the building would have to be moved at that time.

It was moved by Brown and seconded by Elliott to terminate negotiations with Mr. Gleason, and direct staff to develop a Request for Proposals for demolition of the Githell Building. The motion carried, Long-Curtiss opposed.

EXECUTIVE SESSION

Mayor Lawrence closed the open meeting at 6:15 p.m.

Mayor Lawrence convened Executive Session Pursuant to ORS 1492.660(2)(h) to Consult with Legal Counsel Concerning Legal Rights and Duties of Public Body – Potential Litigation

Reconvene to Open Session

Mayor Lawrence reconvened to open session.

ADJOURNMENT

Being no further business, the meeting adjourned at 6:39 p.m.

Submitted by/
Izetta Grossman
City Clerk

SIGNED:

Stephen E. Lawrence, Mayor

ATTEST:

Izetta Grossman, City Clerk

Accomplishments through September 1, 2018

Engagement Project Goal: 1,639

85%
(Individuals ages 15+)



Restaurant Project Goal: 4

The Riv
Atrium Café
Water's Edge Bistro
Montira's Thai

100%



Worksite Project Goal: 10

One Community Health
Wasco County
Meadow Outdoor

30%



Walking School Bus Project Goal: 3

Chenoweth
Dry Hollow



Colonel Wright
St. Mary's

October 10th – 4 WSB

100%

Policy Project Goal: 17

Resolution 18-019

Built Environment (9)
Food (5)
Tobacco (3)

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Local Funders

Mid-Columbia Medical Center
Columbia Gorge Health Council
Providence Health Services
One Community Health
Wasco County
OSU Extension
Waste Connections
Friends of The Dalles

Other Partnerships

City of The Dalles
School District 21
Norther Wasco Parks & Recs
Riverfront Trail
North Central Public Health
Mid Columbia Economic Development District
The Dalles Farmer's Market
Columbia Gorge ESD
ACTS – The Dalles
The Dalles Main Street
Chamber of Commerce
The Chronicle
Bicoastal Media
Immense Imagery

Projects

Dry Hollow Elementary Traffic Safety
Safe Routes to School (Dry Hollow 2018)
Mill Creek Trail – Thompson Park
First Street – The Dalles Front Porch
Safe Routes to School (Chenoweth 2019)
Summer Swim Rx

Volunteers

172 individuals

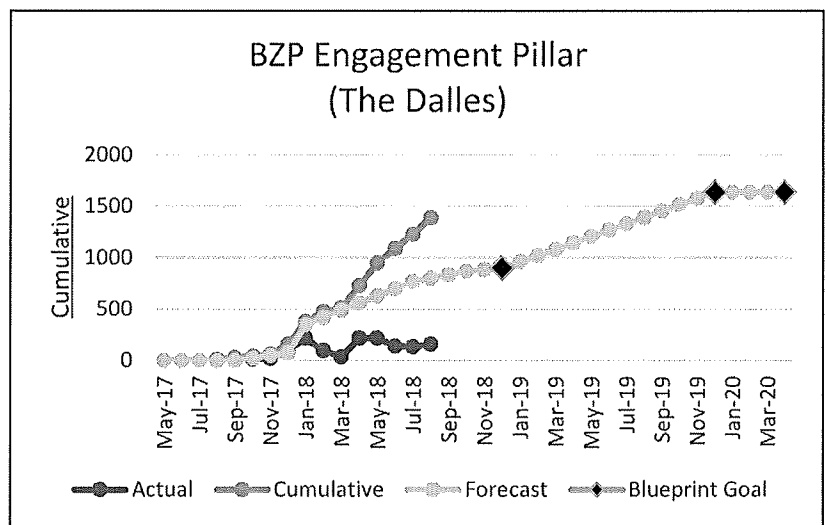
Overall Engagement:

Engage 1,639 unique individuals in activities over the duration of the program

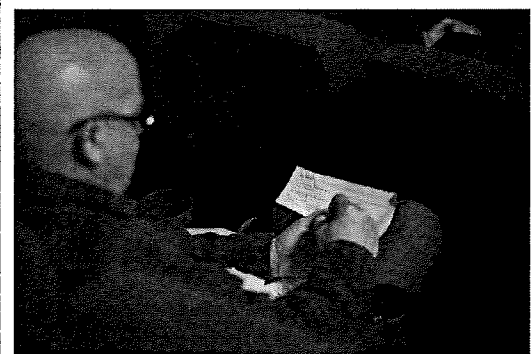
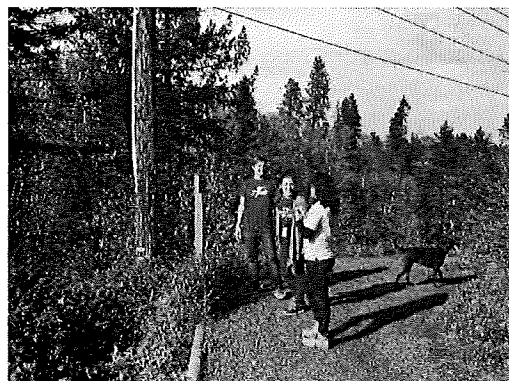
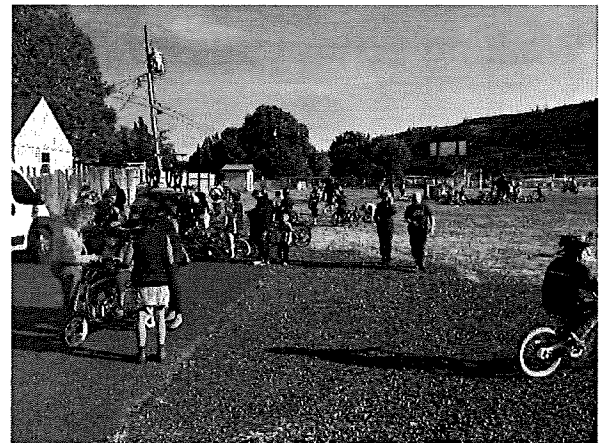
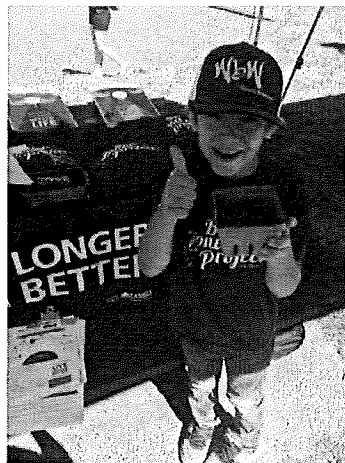
Engagement activity:

Total engagement through August is 1,390

- 85% of program goal
- 154% of annual goal



People

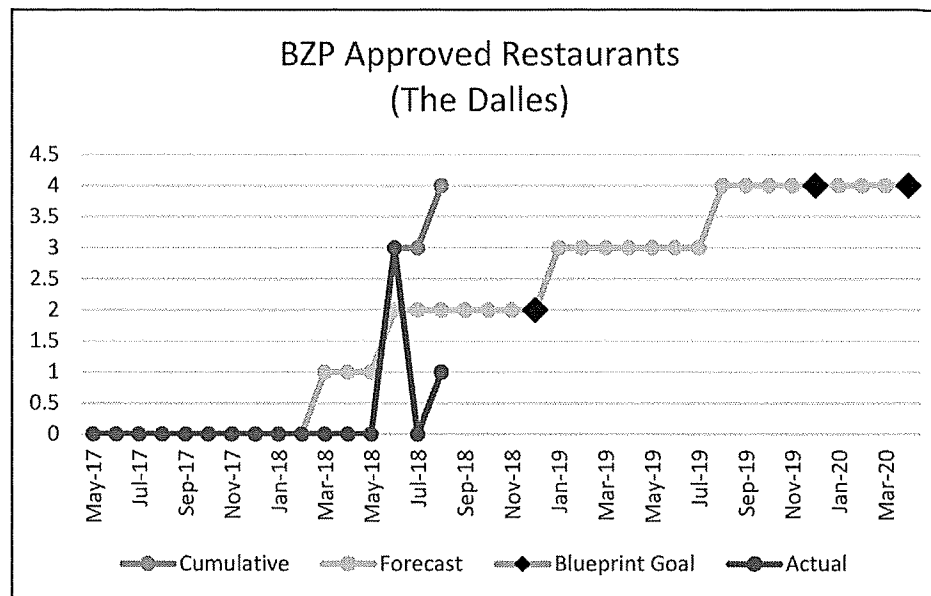
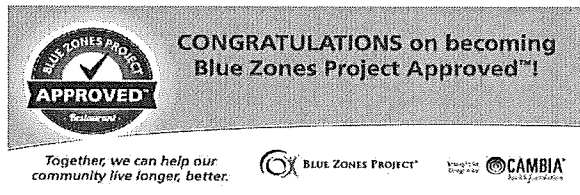


Restaurants

Restaurant activity:

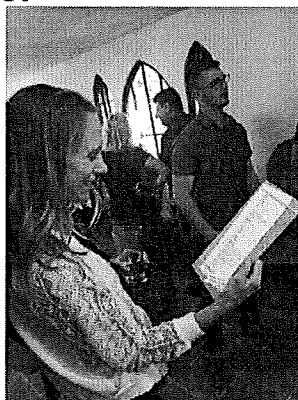
Four restaurants approved

- The Riv
- Atrium Café
- The Bistro at Water's Edge
- Montira's Thai Cuisine



The Riv

410 East 10th Street



Atrium Falls Cafe

Mid-Columbia Medical Center
1700 East 19th Street



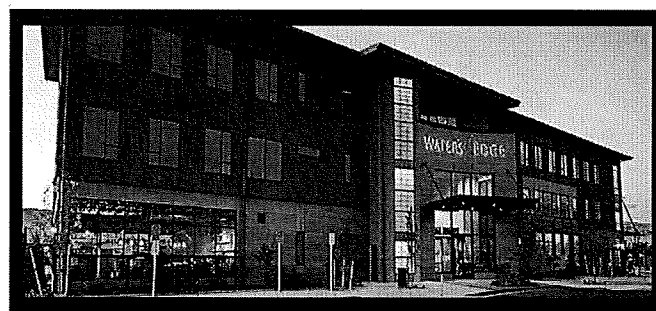
Montira's Thai Cuisine

302 W 2nd Street



The Bistro at Water's Edge

Mid-Columbia Medical Center
551 Lone Pine Lane



Brought to Oregon by



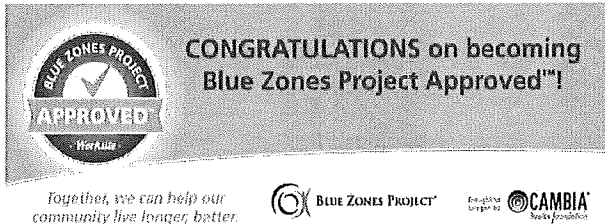
Worksites

Worksite activity:

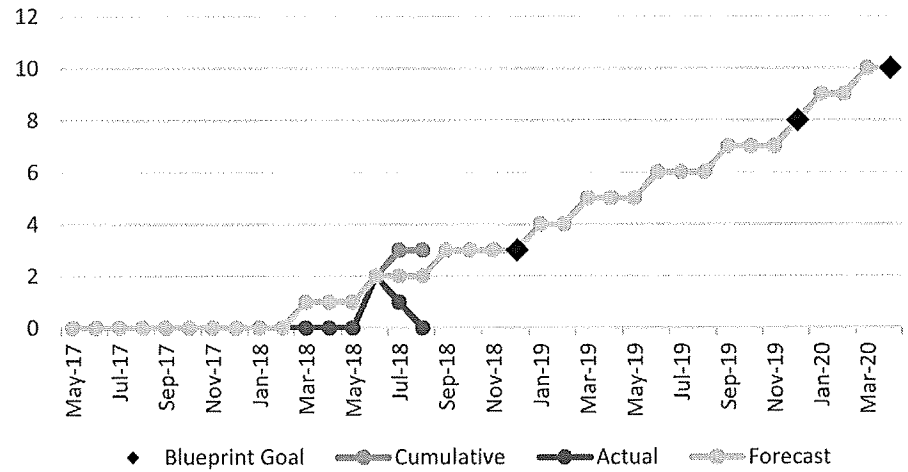
Twenty worksites registered

Three total worksites Approved

- One Community Health
- Wasco County
- Meadow Outdoor



BZP Approved Worksites (The Dalles)



Wasco Wellness Watch

May 2018

WELLNESS PROGRAM

May is National Asparagus Month

Tuscan Style Asparagus

It only takes 30 minutes to be ready in 30 minutes

Ingredients:

- 1 5-ounce fresh asparagus
- 1 5-ounce grape tomatoes, halved
- 3 tablespoons pine nuts
- 2 tablespoons olive oil divided
- 2 quarts dried tomato
- 1 teaspoon kosher salt
- 1/2 teaspoon pepper
- 1 tablespoon lemon juice
- 1/4 cup grated parmesan cheese
- 1 teaspoon grated lemon peel

Directions:

Preheat oven to 400°. Place asparagus, tomatoes & pine nuts on foil-lined baking pan. Mix 2 tablespoons oil, garlic, salt and pepper, add to asparagus and toss to coat.

Bake 15-20 minutes or just until asparagus is tender. Drizzle with remaining oil and lemon juice.

Wellness Portal

Wasco County has a page dedicated to our Wellness activities and efforts. Go to: <https://sites.google.com/cowasco/orgs/wellness>

You'll find our events calendar, links to newsletters and info, and you can submit your ideas for additional wellness events.

EAP Service

Tip of the Month

Did You Know?

Deer Oaks offers a Find Your Child & Elder Care Program.

This program assists participants caring for children and/or aging parents with the search for a licensed child and/or elder care provider in their area.

Wellness & Events

May 10th at noon Adventure Walk

Join us in a casual & fun guided walk starting at the courthouse and making its way to curious historic places. See map.

May 14th is National Bike to Work Day

Community Garden Located by Public Works, plans are in the works to prep garden space. Donations for supplies & gardening time needed. Date TBD. Contact Anne Solars for more info X2659.



Projects

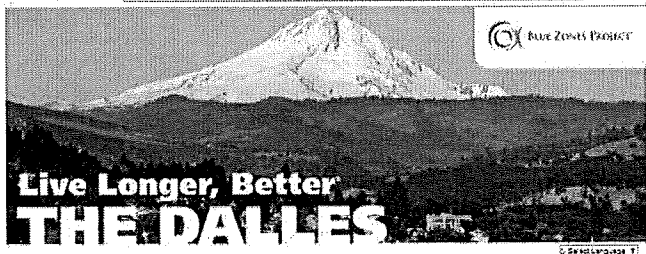
Marquee Projects

- 1) Dry Hollow Elementary Traffic Calming Pop Up
- 2) Mill Creek Trail – Thompson Park
- 3) First Street – The Dalles Front Porch

Other Projects with Potential Funding

- 1) Safe Routes to School – Dry Hollow 2018
- 2) Safe Routes to School – Chenoweth 2019
- 3) Northern Wasco Parks & Rec - Summer Swim Rx

← → ↺ go.bluezonesproject.com/dryhollow 🔍 ☆ ⌂



Live Longer, Better THE DALLES

© Shutterstock 71

DRY HOLLOW ELEMENTARY TEMPORARY TRAFFIC CALMING PROJECT

Dry Hollow Traffic Pattern Experiment 2018

Use the crosswalks AT ALL TIMES

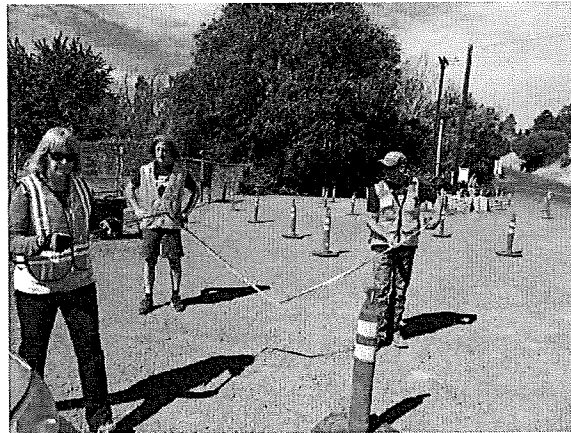
INFORMATION

Calvin Middle School's Blue Zones Project Dry Hollow Demonstration is a temporary traffic calming project that will be in place from June 11 to June 13, 2018. The project will be in place during the school's summer break. The project will be in place during the school's summer break. The project will be in place during the school's summer break.

WHAT DID YOU THINK?

Please only complete the form if you have not already done so. We will use the information to improve the project and to share the results with the community.

First Name _____
 Last Name _____
 Email _____
 What did you like about the Dry Hollow Elementary traffic calming demonstration? _____
 What did you not like about the demonstration? _____
 Anything else you would like us to know? _____



Mejore Su Comunidad

La escuela Primaria Dry Hollow Elementary reestructurará temporalmente la área de entregar y recoger a los estudiantes para reducir la confusión y para hacer esa área más segura para los niños y los conductores.

Esta medida para calmar el tráfico es un punto de un esfuerzo más grande de Blue Zones Project en la Escuela (BZPS).

Accompáñenos del 2 hasta el 13 de junio para que este proyecto sea un éxito.

Para apuntarse y para más información al

(541) 909-4197 o al

Blue Zones Project Cambia

Sea Voluntario

Regístrate en Facebook Blue Zones Project - The Dalles para activar tu cuenta.

Sabado, 2 de junio
 9:30 am - 11:30 am & 1:30 pm

Domingo, 3 de junio
 10:30 am - 12:30 pm & 2-4 pm

Lunes, 4 de junio
 7-9 am & 2-4 pm

Miércoles
 7-9 am & 2-4 pm (solo tiempo en)

Ayude Participo Observe Opine

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AGENDA STAFF REPORT

AGENDA LOCATION: Contract Review Board Item #11 A

MEETING DATE: October 22, 2018

TO: Honorable Mayor and City Council

FROM: Dave Anderson, Public Works Director

ISSUE: Authorization to Purchase Three New Pumps for the Chenowith Lift Station

BACKGROUND: The Chenowith Lift Station is a sanitary sewer pump station located near the end of River Trail Way. It was constructed in 2015 and is intended to ultimately accommodate all the wastewater flows generated from the industrial properties north of Chenowith Creek as well as some properties immediately south of the creek. The lift station is currently equipped with two smaller pumps to match the wastewater flows of the early industrial development that was planned to occur. However, the lift station was also designed and constructed to ultimately accommodate three pumps with larger capacities to accommodate higher wastewater flows in the future.

As industrial development continues to occur in that area, the need for the larger pumps is rapidly approaching. The City has standardized on Flygt brand pumps for its sanitary sewer pump stations. Xylem Water Solutions is the regional sole-source provider for Flygt pumps. There is a 3-month lead time in the procurement of the pumps. The purchase of the replacement pumps is budgeted to occur in the current fiscal year.

Staff is working with the pump manufacturer to determine the most cost effective options related to the smaller pumps including either reconfiguring them for use in another of the City's lift stations or selling them "as is" to another utility.

BUDGET IMPLICATIONS: If approved, the purchase of three new Flygt sanitary sewer pumps for the Chenowith Lift Station from Xylem Water Solutions will require the expenditure of \$90,140 from budget line 055-5500-000.74-80 of the Wastewater Fund; \$90,000 was budgeted for this purchase. There are adequate funds available for this purchase as the purchase of the street sweeping broom from the same fund was completed \$2,100 under budget and can cover the additional \$140.

COUNCIL ALTERNATIVES

- A. Staff Recommendation: *Move to authorize the purchase of three new Flygt pumps from Xylem Water Solutions for the Chenoweth Lift Station in an amount not to exceed \$90,140.00.*
- B. Deny authorization to purchase the pumps and provide additional direction to staff.



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #12A

MEETING DATE: October 22, 2018

TO: Honorable Mayor and City Council

FROM: Joshua Chandler, Planning Technician,
Community Development Department

ISSUE: Resolution No. 18-027 to Initiate a Street Vacation Process for a
Portion of Alley Right-of-Way to the rear of 1707 Lincoln Way.

BACKGROUND: Eric and Bethany Studebaker have requested a street vacation process for a small portion of right-of-way to the rear of their property located at 1707 Lincoln Way. The requested vacation area is shown on the attached map.

This request has gone through the City's Site Team Review process. There were no concerns with the request and staff supports the vacation. If approved, the vacated land will revert to the Studebakers as they own the property directly adjacent to the proposed vacation and their neighbors have signed documents stating that they are not interested in acquiring the vacated area. A consent has been signed by the Studebakers and neighboring property owner Marlys Krein.

Enclosed with this staff report is Resolution No. 18-027, which will initiate the vacation proceeding. If the Resolution is adopted, a public hearing will be held on the proposed partial street vacation.

BUDGET IMPLICATIONS: The costs associated with the proposed partial right of way vacation are minimal which includes public notices and staff time. If the right of way is ultimately vacated, City of The Dalles Municipal Code, Title 11- Planning, Chapter 11.16 - Street Vacations requires the Petitioner to pay for the costs associated with the filing and recording.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to adopt Resolution No. 18-027 initiating the street vacation process for a portion of right-a-way adjacent to 1707 Lincoln Way.*
2. Decline adoption of Resolution No. 18-027 which would initiate the street vacation process for a portion of right-a-way adjacent to 1707 Lincoln Way.

RESOLUTION NO. 18-027

**INITIATING A STREET VACATION PROCEDURE FOR A PORTION
OF RIGHT-OF-WAY TO THE REAR OF 1707 LINCOLN WAY.**

WHEREAS, the City is requesting to initiate a street vacation for a portion of the dead-end alleyway that is surrounded by 1707 Lincoln Way, and

WHEREAS, street vacations are governed by The Dalles Municipal Code – Title 11 – Planning, Chapter 11.16 – Street Vacations; and

WHEREAS, under The Dalles Municipal Code – Title 11 – Planning, Chapter 11.16 – Street Vacations, the City Council may initiate the vacation process by providing notice (ORS 271.110) of public hearing and posting of notice no less than 14 days prior to the hearing; and

WHEREAS, it is in the best interest of the public for the City to initiate a public hearing for the requested street vacation;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Street Vacation Initiated. Street Vacation No. 68-18, which is shown on the attached map labeled as “Exhibit 1”, is hereby initiated.

Section 2. Officers to Act. The Community Development Department of the City is directed to post and publish notice for the street vacation initiated in Section 1 according to the provisions of ORS 271.110.

Section 3. Effective Date. This resolution shall be effective as of October 22, 2018.

PASSED AND ADOPTED THIS 22ND DAY OF OCTOBER, 2018.

Voting Yes, Councilors: _____

Voting No, Councilors: _____

Absent, Councilors: _____

Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 22ND DAY OF OCTOBER, 2018.

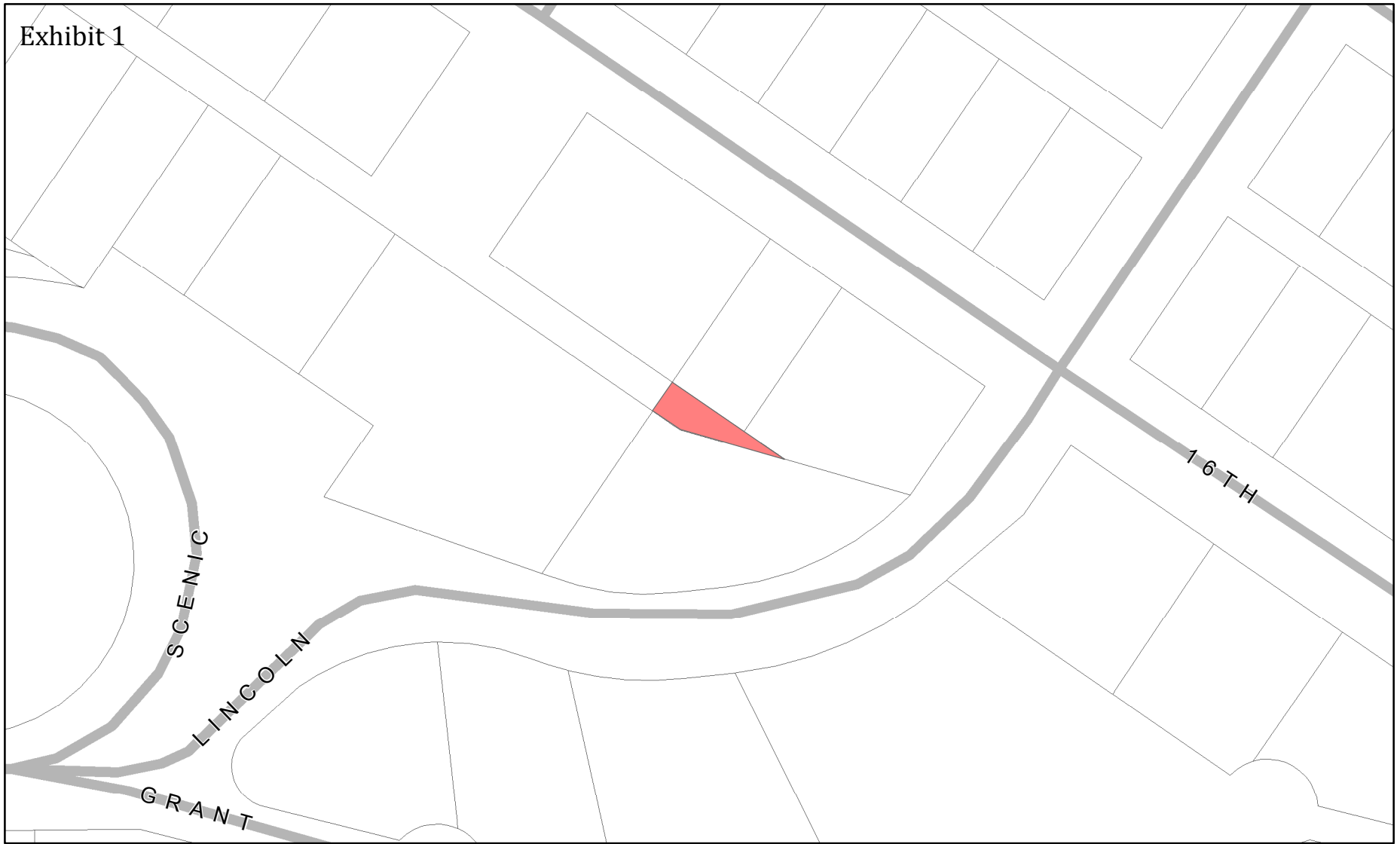
SIGNED:

Stephen E. Lawrence, Mayor

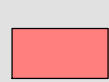
ATTEST:

Izetta Grossman, City Clerk

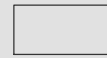
Exhibit 1



Location of Proposed
Street Vacation
VAC 68-18



Proposed Vacated
Right Of Way



Tax Lots

0 40 80 120 160
Feet

City of The Dalles
Community Development
Department
September 24, 2018 | JC





AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #12-B

MEETING DATE: October 22, 2018

TO: Honorable Mayor and City Council

FROM: Julie Krueger, City Manager

ISSUE: Consider Funding Request from Blue Zones

BACKGROUND: The Dalles Blue Zones Project has submitted a formal funding request for years two and three of their program. The letter is attached for consideration by the City Council. The request of the City is to provide \$50,000 for each of the two remaining years of the formal program.

During the 2018-19 budget adoption process, the Blue Zones did provide a late funding request which was considered by the Budget Committee and was later removed from consideration by Blue Zones. They instead requested that Main Street Program receive funds being considered for Blue Zones. The Budget Committee approved additional funding for Main Street, which was later included in the adopted budget.

The City Council cannot consider a funding request for year three at this time. The Blue Zones Project will need to provide a formal funding request to the City Manager by January for consideration through the 2019-20 budget process.

For additional background purposes, the City has had a significant role in helping the Blue Zones Project achieve one of its marquee projects, the Dry Hollow Elementary School pedestrian safety project. The City has applied for funding through the Safe Routes to School grant program, and has budgeted matching funds of approximately \$100,000 toward this important community project.

Work on this project, along with representation on several Blue Zones committees, has resulted in a very large City contribution in staff time at a value of approximately \$15,000 to date.

BUDGET IMPLICATIONS: While we anticipate an increase in the beginning fund balance, the audited figures are not complete at this time. However, we have met the financial policy of maintaining four months of net operating expenses.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** Decline to approve a donation for the current fiscal year because the request was withdrawn by Blue Zones during the official budget process. This action is in keeping with financial policies.
2. Move to authorize \$20,000 contribution to Blue Zones Project for the 2018-19 fiscal year and direct staff to make the appropriate budget amendment.
3. Approve a different amount than the staff recommendation.

Miriam D. McDonell, MD
5574 Cherry Heights Road
The Dalles, OR 97058
541-340-0023

Julie Krueger
The Dalles City Manager
313 Court Street,
The Dalles, OR 97058

September 21, 2018

Dear Ms. Krueger,

I am writing on behalf of the Blue Zones The Dalles Sustainability Committee to provide an update on the successes the **Blue Zones The Dalles Project** has achieved to date, and also to outline the funding status for years two and three. The Blue Zones staff, community partners and participants have all been hard at work making The Dalles an even more wonderful and engaging place to live, work and play, and we are excited to share our progress.

As of September 1 of this year, 1,639 individuals in our community have participated in Blue Zones activities and are on the path towards better health. In addition to individuals making health a priority, there have been 3 worksites and 4 restaurants which have completed the process to become Blue Zones certified establishments. Local schools are also part of the Blue Zones team, with 4 elementary schools participating in walking school bus activities this year.

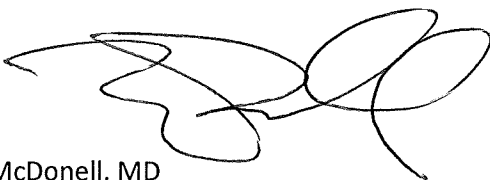
The City of The Dalles has played an integral role in some of the most ambitious projects, especially the Dry Hollow Elementary pedestrian safety work. On behalf of all those committed to the Blue Zones project, we are grateful for this collaboration, and are optimistic that this partnership will result in significant funding opportunities via the Oregon Safe Routes to Schools Infrastructure Grant process.

To provide on update on funding, the first and second year funding partners include: Cambia Health Foundation, Mid-Columbia Medical Center, Columbia Gorge Health Council, Wasco County, Providence Health & Services, One Community Health, Oregon State University, Waste Connections and residents and friends of The Dalles. These organizations and individuals have been approached for the remainder of year two and year three, and the majority of them have committed funding.

More than half of the required \$600,000.00 to support years two and three has been secured, but there remains a deficit of \$197,000.00. The sustainability committee is asking The City of The Dalles for \$50,000.00 to support Blue Zones The Dalles during the current fiscal year, with the intention of making a similar request in the next fiscal year.

As a physician who has lived and practiced in The Dalles for 22 years, it is thrilling to see so many residents becoming involved in their health and engaged in our community. Speaking for the sustainability committee members and the remainder of the Blue Zones team, we are dedicated to continuing this process, and appreciate the ongoing support of our civic leaders. Thank you for consideration of this request, and we look forward to a continued partnership.

Sincerely,



Miriam D. McDonell, MD
Chair, Blue Zones The Dalles Project Sustainability Committee



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #12-C

MEETING DATE: October 22, 2018

TO: Honorable Mayor and City Council

FROM: Chuck Covert, Airport Manager

ISSUE: Approval of Life Flight Lease for mobile home

BACKGROUND: Life Flight has leased both the mobile home space and Quonset Hut Hangar. Since building the Flex Space Hangar Life Flight only requires the use of the mobile home space.

BUDGET IMPLICATIONS: The City of The Dalles and Klickitat County will receive an annual rent of \$4,800 under the proposed lease.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to approve the Lease with Life Flight for the use of mobile home at Columbia Gorge Regional Airport contingent on approval of Klickitat County.*
2. Identify any provisions in the Lease which the Council desires to amend, and move to direct staff to present the amended to Life Flight and Klickitat County for their review.
3. Decline

HANGAR LEASE

LANDLORD: City of The Dalles, a municipal corporation of the State of Oregon, and Klickitat County, a municipal corporation of the State of Washington, said City and County hereinafter and collectively referred to as the "Landlord."

TENANT: Life Flight Network, LLC
22285 Yellow Gate Lane
Suite 102
Aurora, Oregon 97002

Landlord leases to Tenant and Tenant leases from Landlord approximately 3,000 square feet (the "Premises") adjacent to the Quonset Hangar on the east side of the Columbia Gorge Regional Airport (the "Airport") located at 45 Airport Way, Dallesport, WA, 98617, for the placement of a manufactured home on the terms and conditions stated below.

Section 1. Term. This Lease shall commence October, 2018, and continue through December 31, 2028, unless sooner terminated or extended as provided in this Lease. Landlord shall deliver possession of the Premises to Tenant on or before July 1, 2018.

Section 2. Rent.

- 2.1 Rent During Term. During the term, Tenant shall pay to Landlord as rent the sum of Four Hundred Dollars (\$400.00) per month beginning October 1, 2018 thru December 31, 2028. Rent shall be payable on the first (1st) day of each month in advance at such place as may be designated by Landlord. Rent shall be increased annually by the increase of the Consumer Price Index of the Western Region during the previous twelve (12) months.
- 2.2 Rent During Renewal Option. Pursuant to Section 13 below, Tenant has the right to seek an extension of this Lease. The monthly rent during a renewal term shall be negotiated by Landlord and Tenant. The monthly rental amount for any renewal term shall be established after consideration of the Airport's costs and needs for operation, inflation, taxes, the fair market value of the Premises and the demand for hangar space at the Airport. The term "fair market rental value" means the most probable lease rate in terms of money which the Premises, including those improvements thereon owned or extended by Landlord, would bring if exposed for lease on the open market, with a reasonable time allowed to find a tenant, leased with full knowledge of the highest and best use of which the Premises could be put consistent with the then most current Airport Master Plan, County and City Comprehensive Plans, and Federal Aviation Administration (FAA) regulations. Landlord and Tenant shall provide each other with documentation used to establish their respective determination of what the "fair market rental value" should be for a renewal term of this Lease. In the event Landlord and Tenant are unable to mutually agree upon the monthly rental

amount and the length of the term for a renewal of this Lease, said Lease shall be terminated as of December 31, 2028.

Section 3. Use of the Premises.

- 3.1 Permitted Use. Landlord has approved the use of the Premises for the purposes of placing and occupying a manufactured home to be used for lodging purposes for Tenant's off-duty employees and other purposes ancillary to Tenant's business at the Airport.
- 3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:
 - 3.2.1 Conform to all applicable laws and regulations of any public authority affecting the Premises and the use.
 - 3.2.2 Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises, or that would tend to create a nuisance.
 - 3.2.3 Refrain from making any marks on or attaching any sign, insignia, antenna, aerial or other device to the exterior or roof of the Premises without the written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to place signage on the exterior of the Premises using Tenant's corporate logo, which is otherwise consistent in size and style with the exterior signage of other tenants.
 - 3.2.4 Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises or into the stormwater system at the Airport (except for dispositions and releases permitted under applicable law resulting from the operations of the Premises for the Permitted Use). In the event Tenant has any pollutant-generating material, processes and/or products which are exposed to stormwater, Tenant shall comply with the requirements of applicable law, which may include an obligation to contact the Washington Department of Ecology (DOE) for an evaluation of whether coverage under DOE's Industrial Stormwater General Permit is required. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity of Hazardous Substances used, handled, or stored on the Premises, subject to the requirement for efficient operation of the Premises for the Permitted Use. Upon the expiration or termination of this Lease, Tenant shall remove all of

Tenant's Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. Tenant shall maintain for the duration of the term "Material Safety Data Sheets" for all Hazardous Substances used or stored on the Premises in a place known and accessible to the Landlord and the Airport Manager.

Notwithstanding the foregoing, Landlord shall be responsible for, and Tenant shall have no liability with respect to, any Hazardous Substances on, under, or within the Premises not introduced by Tenant or its agents, employees or contractors.

- 3.2.5 Tenant agrees to observe and obey all non-discriminatory policies, rules, and regulations promulgated and enforced by Landlord and any other appropriate authority having jurisdiction over the Airport and the Premises, during the term of this Lease. Tenant, its employees and agents, shall faithfully observe and apply the rules and regulations. Rules and regulations are defined as, but are not limited to, the "Columbia Gorge Regional Airport Rules and Regulations and Minimum Standards for Commercial Aeronautical Activities", approved as of April 1, 2007, a copy of which is on file at the Airport Manager's Office. In the event of any conflict between the rules and regulations promulgated and enforced by Landlord and the express terms of this Lease, the terms of this Lease shall control. In no event may Landlord implement new rules and regulations, or amend the existing rules and regulations, to materially increase Tenant's obligations or liabilities, or to materially reduce Tenant's rights under this Lease.

Section 4. Repairs, Maintenance and Inspection.

- 4.1 Tenant shall maintain the Premises in a condition which is equivalent or better than the condition which existed at the time of execution of this Lease. Tenant agrees to keep the Premises in a neat and clean condition at all times. Any repair to the Premises, including repairs to major structural parts, which is required as a result of the negligence or misconduct of

the Tenant, its agents, employees or contractors, or any business visitor or invitee of Tenant shall be the responsibility of the Tenant subject to the provisions in this Lease dealing with waiver of subrogation.

- 4.2 Upon reasonable advance notice to Tenant (except in the event of an emergency) Landlord, its agents, or local government authorities shall have the right to inspect the Premises for any reasonable purpose. If the inspection reveals a condition or conditions which Tenant has the responsibility to repair, Tenant agrees to take immediate action to make such repairs upon written notice being given by Landlord. If the inspection determines the Landlord is responsible for the repairs, then Landlord shall take immediate action to correct them. For repairs not discovered during an inspection by Landlord, if the Landlord is notified by Tenant in writing of the necessity of maintenance or repairs, the duty of Landlord to make such repairs shall not mature until a reasonable time after Landlord has been in receipt of such notice.

Section 5. Alterations. Tenant shall make no improvements or alterations on the Premises of any kind without written permission from the Landlord, not to be unreasonably withheld, conditioned or delayed.

Section 6. Insurance.

- 6.1 **Liability Insurance.** Tenant shall carry the following insurance at Tenant's cost: comprehensive liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) on a combined single limit basis and fire insurance with an extended coverage endorsement covering Tenant's improvements and personal property located on the Premises. Liability insurance shall cover all risks arising directly or indirectly out of Tenant's activities at the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 8 below, and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days written notice to Landlord prior to any cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Premises. The insurance shall be on a form and from a company reasonably acceptable to Landlord. Failure of Tenant to maintain the insurance policy required hereunder shall constitute a default under this Lease.
- 6.2 **Waiver of Subrogation.** Notwithstanding any language to the contrary in this Lease, neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage arising out of or incident to the perils required to be insured against herein, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will

not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes; Utilities.

- 7.1 Taxes. Tenant shall pay as due all taxes, personal and property, assessments, license fees, and other charges which are levied and assessed upon Tenant's personal property at the Premises, by any legally authorized governmental authority. The amount of the monthly rental pursuant to Section 2 includes an amount for real property taxes imposed by Klickitat County upon the Premises.
- 7.2 Utility Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation and maintenance of the Premises, including, but not limited to gas, oil, electricity.

Section 8. Indemnification.

- 8.1 Tenant shall indemnify, defend, save, protect, and hold harmless the Landlord, its officers, agents and employees from any claim, loss or liability, including reasonable attorneys' fees, arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury to Tenant for any injury, loss, or damage caused by third parties or by any condition of the Premises, except to the extent caused by Landlord's negligence or breach of duty under this Lease. Landlord shall indemnify and defend Tenant, Tenant's owners, agents, and members, from any claim, loss, or liability arising out of or related to any activity of Landlord on the Premises or any condition of the Premises in the possession or under the control of Landlord, or any breach of this Lease by Landlord.

Section 9. Assignment and Subletting. Tenant shall not assign, sell or transfer its interest in this Lease or sublet any part of the Premises without having first obtained the express written consent of the Landlord (which consent shall not be unreasonably withheld, conditioned or delayed by Landlord) except that no such consent will be required for (i) an assignment resulting from the sale of Tenant's business, the merger of Tenant and another company, or the consolidation or reorganization of Tenant, (ii) an assignment of this Lease to a parent, subsidiary, affiliate, division or other entity controlling, controlled by or under common control with Tenant. In the event Tenant shall attempt to assign, sell or transfer its interest in this Lease or any part hereof, without having first obtained the required express written consent of Landlord, Tenant shall be in breach of this Lease and Landlord shall have an immediate right of entry.

Section 10. Default. The following shall be events of default:

- 10.1 Default in Rent. Failure of Tenant to pay any rent or other charge within ten (10) days after it is due where such failure shall continue for a period of five (5) days after Landlord notifies Tenant in writing of such failure (provided, however, Landlord shall only be required to provide such written notice to Tenant once during any calendar year).
- 10.2 Default in Other Covenants. Failure of one party to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within thirty (30) days after written notice by the other party, (or such additional time as is reasonably required to correct such default provided the other party has commenced the correction and is diligently pursuing the same to completion.)

Section 11. Remedies on Default.

- 11.1 Termination. In the event of a default, the Lease may be terminated at the option of the non-defaulting party by written notice to the defaulting party. Whether or not the Lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default. Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted surrender.
- 11.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both. Landlord may relet the Premises for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions.
- 11.3 Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following damages:
 - 11.3.1 The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.
 - 11.3.2 The reasonable costs of reentry and reletting including without limitation, the cost of any cleanup, removal of Tenant's property and fixtures, attorney's fees, court costs, recording costs, broker commission and advertising costs.

- 11.4 Late Fee. In the event Landlord fails to receive rent, or any other payment required by this Lease, within ten (10) days after the due date, Tenant shall pay to Landlord a late charge of five percent (5%) of the overdue payment amount. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.
- 11.5 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 12. Surrender. Upon termination of this Lease, the Premises will be returned in good condition, subject to reasonable wear and tear from ordinary use.

Section 13. Renewal Option. If the Lease is not in default at the time the option to renew the Lease is to be exercised, Tenant shall annually have the option to renew this Lease as follows:

- 13.1 The renewal term shall commence on the day following expiration of the preceding term.
- 13.2 The option may be exercised by written notice to Landlord given not less than ninety (90) days prior to the last day of the expiring term and shall specify the number of months of the renewal term
- 13.3 The terms and conditions of the Lease for each renewal term shall be identical with the original term except for rent and except for the number of months of the new term, which monthly rent and renewal term shall be negotiated in accordance with the provisions of Section 2.2.

Section 14. Miscellaneous.

- 14.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 14.2 Attorney Fees. Each party shall be responsible for the costs of their attorney fees in the event any action is initiated in connection with any controversy arising out of this Lease, including attorney fees at trial or on appeal.
- 14.3 Notices. All notices or other communications required or permitted under this Lease shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which

notices and communications shall be deemed received three (3) days after deposit in the United States mail; or, (c) sent by fax, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation.

- 14.4 Interest on Rent and Other Charges. Any rent or other payments required of Tenant by this Lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of twelve percent (12%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. This is in addition to the 5% late fee described in Section 11.4 above.
- 14.5 Time of Essence. Time is of the essence of the performance of each of the parties' obligations under this Lease.
- 14.6 Damage or Destruction by Fire or Other Casualty. In the event the Premises shall be partially or wholly damaged by fire or other casualty, Tenant shall have the option to either replace the manufactured home located upon the Premises, or terminate this Lease. In the event Tenant elects to proceed with replacing the manufactured home, and it is necessary for Tenant to temporarily vacate the Premises while the replacement work is being completed, the monthly rental payment and all other charges due from Tenant shall be abated during the period of time which Tenant is unable to occupy the Premises while the replacement is being completed. In the event the Tenant elects to terminate the Lease, Tenant shall provide notice of the termination to Landlord within fourteen (14) days of the date the casualty occurred. If Tenant estimates the replacement of the manufactured home will require more than four (4) months to complete, it shall notify Landlord promptly of its estimate of time for replacement and Landlord has the right to terminate this Lease upon written notice to Tenant
- 14.7 Aircraft Use and Development. Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires of Tenant and without interference. Landlord reserves the right to direct and control all activities of Tenant when maintaining, developing or improving the landing area of the Airport and all publicly owned facilities thereof; provided, however, Landlord agrees to use commercially reasonable efforts to minimize disruption to Tenant's use of the Premises. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Landlord and the United States, relative to the development, operation, and maintenance of the Airport. There is hereby reserved to the Landlord, and their respective successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. Any physical taking of the

Premises for use by the Landlord, other than as provided herein, shall be considered a taking pursuant to the governmental power of eminent domain.

Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulation in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure located upon the Premises. Tenant agrees that it will not erect or permit the erection of any structure or object, nor permit the growth of any tree on the Premises to exceed the established height contours. In the event of a breach of the foregoing covenants, Landlord reserves the right to enter upon the Premises and remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. Tenant agrees it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event of a breach of the foregoing covenant, Landlord reserves the right to enter on the Premises and cause the abatement of such interference at the Tenant's expense. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349a). This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during the time of war or national emergency.

- 14.8 Removal of Building and Equipment. Upon termination of this Lease or during the term of this Lease, Tenant shall have the right to remove from the Premises all buildings and equipment owned by the Tenant.
- 14.9 Mechanic's and Materialman's Liens. Neither Landlord or Tenant shall permit any mechanic's, materialman's, or other lien against the Premises or the property of which the Premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished by or at its request. If any such lien shall be filed against the Premises or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged by payment, bonding or otherwise within thirty (30) days after notice; provided, however, that either party may contest any such lien, so long as the enforcement thereof is stayed.

14.10 Savings Clause. In the event that any part of this Lease or application thereof shall be determined to be invalid by a court of competent jurisdiction, such findings shall have no effect on the remaining portions of this Lease.

14.11 Written Agreement. Neither party has relied upon any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. This Lease may be modified only in writing signed by both parties. The headings of the sections are for convenience only and are not part of this Lease, nor shall they be considered in construing the intent of this Lease.

14.12 Utilities to Manufactured Home Site. Notwithstanding the terms of Section 7.2 above, the Landlord will be responsible for all costs associated with stubbing the following utilities to a site adjacent to the manufactured home:

- A. Telephone
- B. Sewer
- C. Water
- D. Electricity

Tenant shall be responsible for the costs of connecting the listed utilities, from the location where they are stubbed, to the manufactured home.

14.13 Quiet Enjoyment. Landlord covenants and agrees that, so long as this Lease is in full force and effect, Tenant shall lawfully and quietly hold, occupy and enjoy the Premises during the term without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming through or under Landlord.

Section 15. Non-Discrimination. The Tenant for itself, its heirs, successors and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Tenant, for itself, its heirs, successors and assigns, as part of the consideration hereof, does covenant and agree that: 1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities, 2) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or

otherwise be subjected to discrimination, and 3) the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Sub-Title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of a breach of any of the above non-discrimination covenants, Landlord shall have the right to terminate this Lease and re-enter and repossess said Premises and the facilities thereon, and hold the same as if said Lease had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

Section 16. Applicable Law. This Lease shall be governed by the laws of the State of Washington.

Section 17. Payments. Please make payment checks to the City of The Dalles and mail lease payments to the below:

**Finance Department
City of The Dalles
313 Court Street
The Dalles, Oregon 97058**

Section 18. Notices and Communications. All notices and communications may be served to:

For Landlord:

**Airport Manager: Aviation Management Services
P.O. Box 285
Dallesport, WA 98617**

**Tenant: Life Flight Network, LLC
22285 Yellow Gate Lane, Suite 102
Aurora, Oregon 97002**

EXECUTED this ____ day of _____, 2018.

LANDLORD:

TENANT:

CITY OF THE DALLES, a municipal corporation of the State of Oregon

LIFE FLIGHT NETWORK, LLC, an Oregon limited liability company

KLICKITAT COUNTY, a municipal corporation of the State of Washington

By: _____

Stephen E. Lawrence, Mayor

Title: _____

Attest:

Izetta Grossman, City Clerk

Approved as to form:

Gene E. Parker, City Attorney

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Chairman

Commissioner

Commissioner

Attest:

Clerk of The Board

Approved as to form:

Prosecuting Attorney