

AGENDA

REGULAR CITY COUNCIL MEETING

APRIL 11, 2022

5:30 p.m.

CITY HALL COUNCIL CHAMBER

313 COURT STREET

And

VIA ZOOM

<https://us06web.zoom.us/j/88147760127?pwd=bzF6UVBBS0EvaDIxTEVyRngrbExmQT09>

Meeting ID: 881 4776 0127

Passcode: 007612

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. PRESENTATIONS/PROCLAMATIONS
 - A. Mid-Columbia Economic Development District Update – Jessica Metta
 - B. The Dalles Area Chamber of Commerce Annual Report – Lisa Farquharson
 - C. Employee Recognition

6. AUDIENCE PARTICIPATION

During this portion of the meeting, anyone may speak on any subject which does not later appear on the agenda. Up to five minutes per person will be allowed. Citizens are encouraged to ask questions with the understanding that the City can either answer the question tonight or refer that question to the appropriate staff member who will get back to you within a reasonable amount of time. 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 COUNCIL REPORTS

CITY OF THE DALLES

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

9. 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 the March 28, 2022 Regular City Council Meeting Minutes
- B. Resolution No. 22-010 Concurring with Mayor’s Appointment to the Beautification Committee
- C. Declare certain Public Works Department Equipment as Surplus Property and Authorize Disposal

10. CONTRACT REVIEW BOARD ACTIONS

- A. Contract No.2022-003 Annual Sanitary Sewer CIPP Lining (Slipline)
- B. City Manager Contract for Matthew Klebes

11. ACTION ITEMS

- A. Resolution No. 22-012 Resolution accepting a Dedication of a Portion of Property on West 15th Street from the Marlin and Constance Nunnally Revocable Living Trust for Public Street Purposes
- B. Approval of ARPA Funding for Mid-Columbia Community Action Council and Northern Wasco County Parks & Recreation District

12. ADJOURNMENT

This meeting conducted VIA Zoom

Prepared by/
Izetta Grossman, CMC
City Clerk

CITY OF THE DALLES

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

THE LINK PUBLIC TRANSIT PRESENTATION TO: CITY OF THE DALLES

April 11, 2022

Kate Drennan, Deputy Director of Transportation

PRESENTATION ITEMS

- 1 The Link's services today
- 2 Transit Development Planning Process
- 3 Existing and Future Funding Opportunities

LINK PUBLIC TRANSIT SERVICES



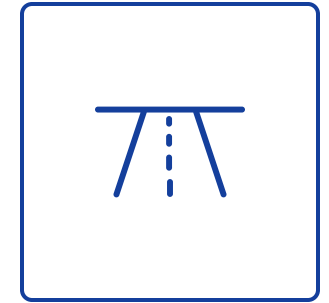
#1: Red and Blue Deviated Fixed Routes in The Dalles

- Monday - Friday, 7am - 6pm
- 13 bus stops
- 30-60 min frequency
- Serving high need destinations



#2: Dial-A-Ride

- Monday - Friday, 6am - 6pm; Saturday 9am - 4pm
- Door to door service scheduled ahead
- Prioritized for medical and necessity rides, but open to any member of the public
- Essential to Aging in Place



#3: Hood River Route

- Monday - Friday, 4x day
- Connects The Dalles Transit Center, Mosier, The Port of Hood River, downtown Hood River and CAT
- Links up to employment, regional buses on to Portland Airport, Vancouver, elsewhere in the Gorge



LINK PUBLIC TRANSIT SERVICES



#4 Shopping Bus

- Door-to-door service to grocery stores and shopping centers in The Dalles
- The Dalles: Weekly on Mon & Wed from 10:00 am - 2:00 pm
- Hood River shopping 2x per month
- \$3 unlimited stops, no bag limit
- Essential link for aging in place



#5: South County Shuttle

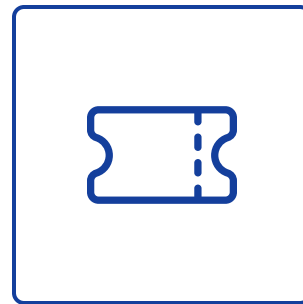
- Weekly service to Dufur, Tygh Valley, and Maupin
- Schedule ahead and choose stops within The Dalles; typically 3-4 hours
- Serves shopping, medical, and social needs



#6 High School Program

- High school students ride for free using their Student ID
- Connects students to schools, work, after-school activities, anywhere they want to go

LINK PUBLIC TRANSIT SERVICES



#7 Gorge Pass

- Annual \$40 pass for unlimited rides on all bus routes in the Gorge
- Can ride in Oregon, Washington, to Portland Metro, Vancouver Metro, recreational areas like Mt. Hood Meadows, Multnomah Falls, and Dog Mtn
- Includes an “equity program”



#8:Tranit Connect Program

- Partner with Community Based Organizations to provide free annual transit passes and Dial-A-Ride tickets
- Support organizations with transit information/ training
- Developing Transportation Ambassador program

TRANSIT DEVELOPMENT PLAN

What is the Plan?

The Transit Development Plan will guide efforts to improve the transit experience and reduce emissions by providing a strategy for updating, operating, and funding transit in Wasco County for the next **20 years.**



Why Now?

Transition from Dial-A-Ride only to bus routes

Changing technology like electrification, rider tools, etc

Addressing cost of living pressures from high costs of housing and transportation

GUIDING GOALS / POLICIES

1 From City of The Dalles Transportation System Plan

Goal 1: Safety & Mobility

Goal 2: Accessibility and Connectivity

Goal 3: Integration of the TSP

Goal 4: Economic Development of TSP

2 From City of The Dalles Comprehensive Plan

Goal 12: Transportation:

Policy 1. Mass transit and supporting transportation improvements for The Dalles Urban Area shall be encouraged.

Policy 12: Provide adequate transit services to make shopping, health and social services accessible to transportation-disadvantaged residents as funds are available.

3 The Dalles Visioning Survey 2022 Key Themes “Maintain bike paths, walking trails, river access **and alternate ways to get around”**

4 Transit Development Plan Vision & Goals

Goal 1: Customer- Focused Services

Goal 2: Accessibility and Connectivity

Goal 3: Coordination

Goal 4: Health

Goal 5: Sustainability

NEEDS SUMMARY

Determined by: Online & on-bus surveys, previous plan processes, stakeholder interviews



Increase frequency



Improve efficiency of route service



Increase weekend service



Update vehicle fleet



Improve bus stop amenities and access



Update tools and technology



Extend Service Hours



Increase education and marketing



RECOMMENDATIONS HIGHLIGHTS

Short-Term

1. Convert Red Route Loop to an out and back
2. Significantly expand number of bus stops
3. Better serve downtown The Dalles
4. Marketing and Branding
5. Regional Coordination

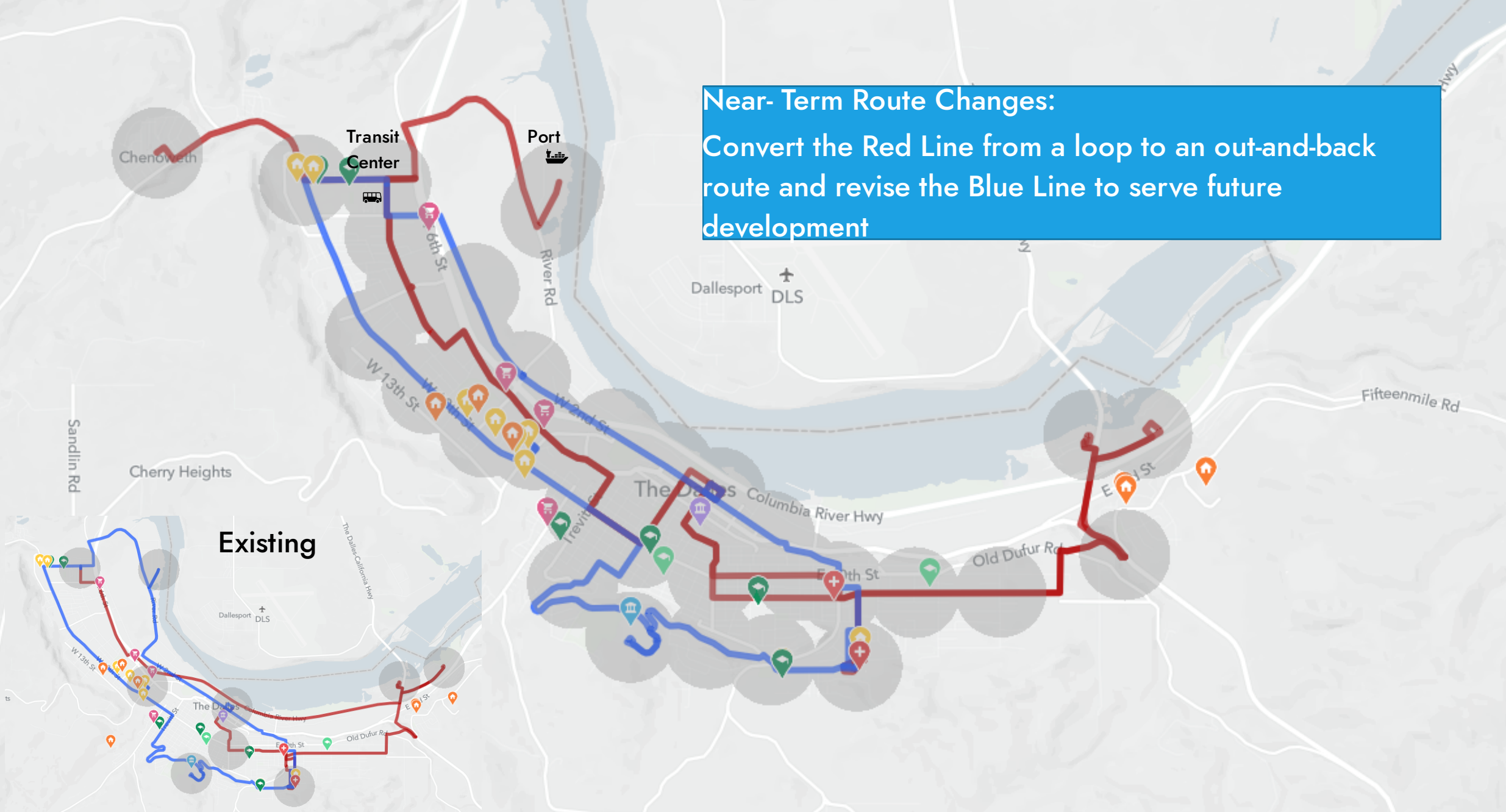
Mid-term

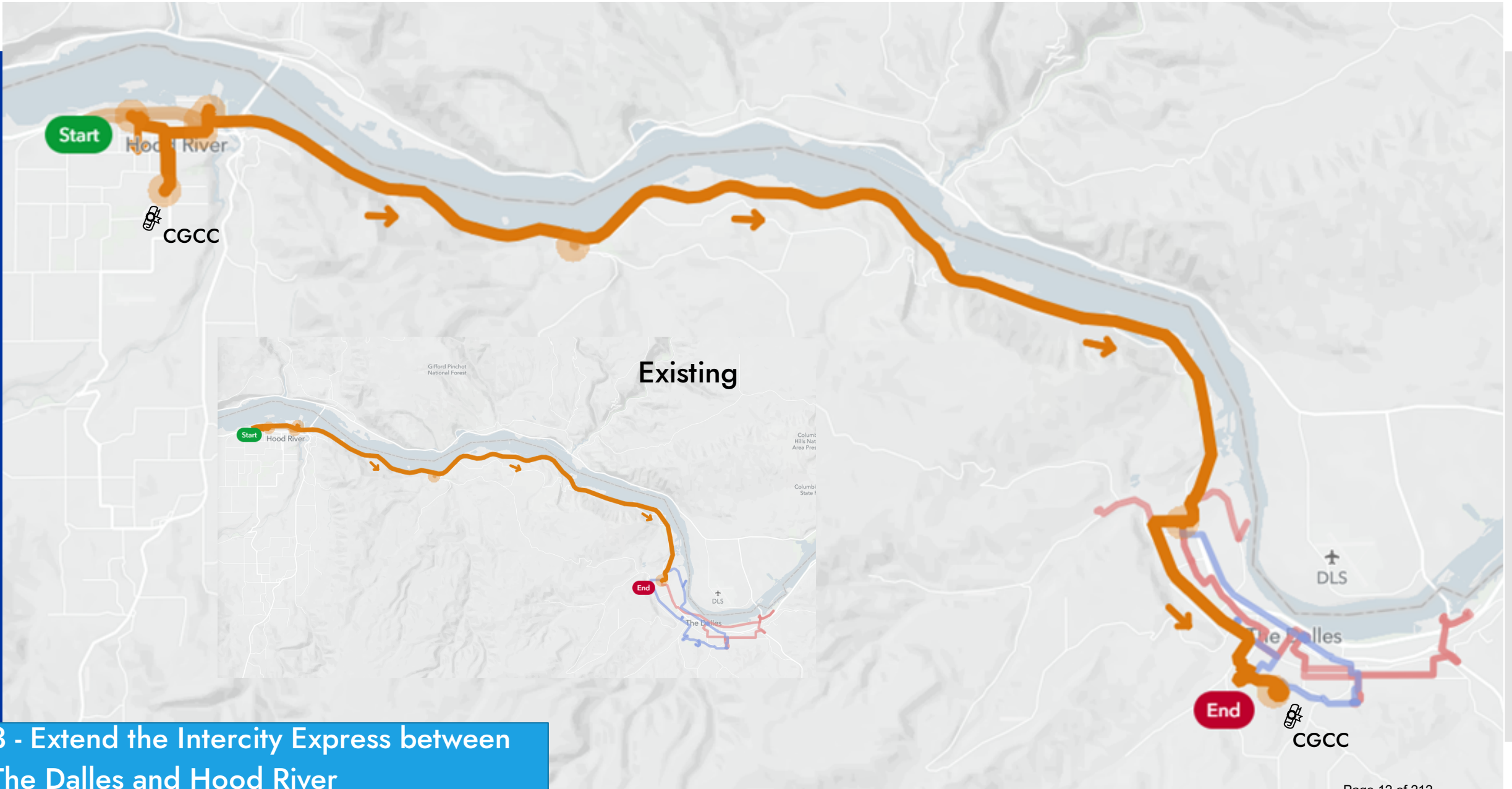
1. Additional service to communities in South Wasco County
2. Update information and technology
3. Update vehicle fleet
4. Service enhancement in The Dalles (extended hours)

Long-term

1. Continue route updates to serve new developments at The Port, MCMC, Navigation Services
2. Out & Back 'Express' Route in The Dalles
3. Intercity service enhancements
4. Continued fleet transition through replacement

Near- Term Route Changes:
Convert the Red Line from a loop to an out-and-back route and revise the Blue Line to serve future development





3 - Extend the Intercity Express between The Dalles and Hood River



Bus Stops Using 'Simme Seats'

Simme seats feature a seat, sign, and small footprint so they can be easily installed throughout town. This will help scale up stops immediately and provide more awareness of availability of transit



Additional Bus Shelters

Adding shelters at high ridership locations, providing shelter from wind, weather, and place to share information



Community Outreach and Travel Training

Continued partnership with community organizations, support with free, subsidized bus fares, and travel training for those who need some extra help navigating transit



Marketing, Branding & Education

Increased education and marketing in the community to increase knowledge of our services, participating in community events, providing rides for important events (like free rides to vaccines)

FUNDING AND SUPPORT FOR TRANSIT IN THE DALLES

1 State Transit Formula funds to Wasco County

- Funds Dial-A-Ride Services within The Dalles
- Funds shuttles to smaller communities, shopping shuttles
- Funds outreach to low-income, spanish-speaking populations, high school free rides
- Provides match dollars for bus purchases, bus shelters

2 State Transit Discretionary Dollars to MCEDD / The Link (competitive grants)

- Funds Red & Blue Routes in The Dalles
- Funds mobility management (partnerships with community organizations, employers, regional transit coordination)
- Gorge Pass marketing program

3 City of The Dalles

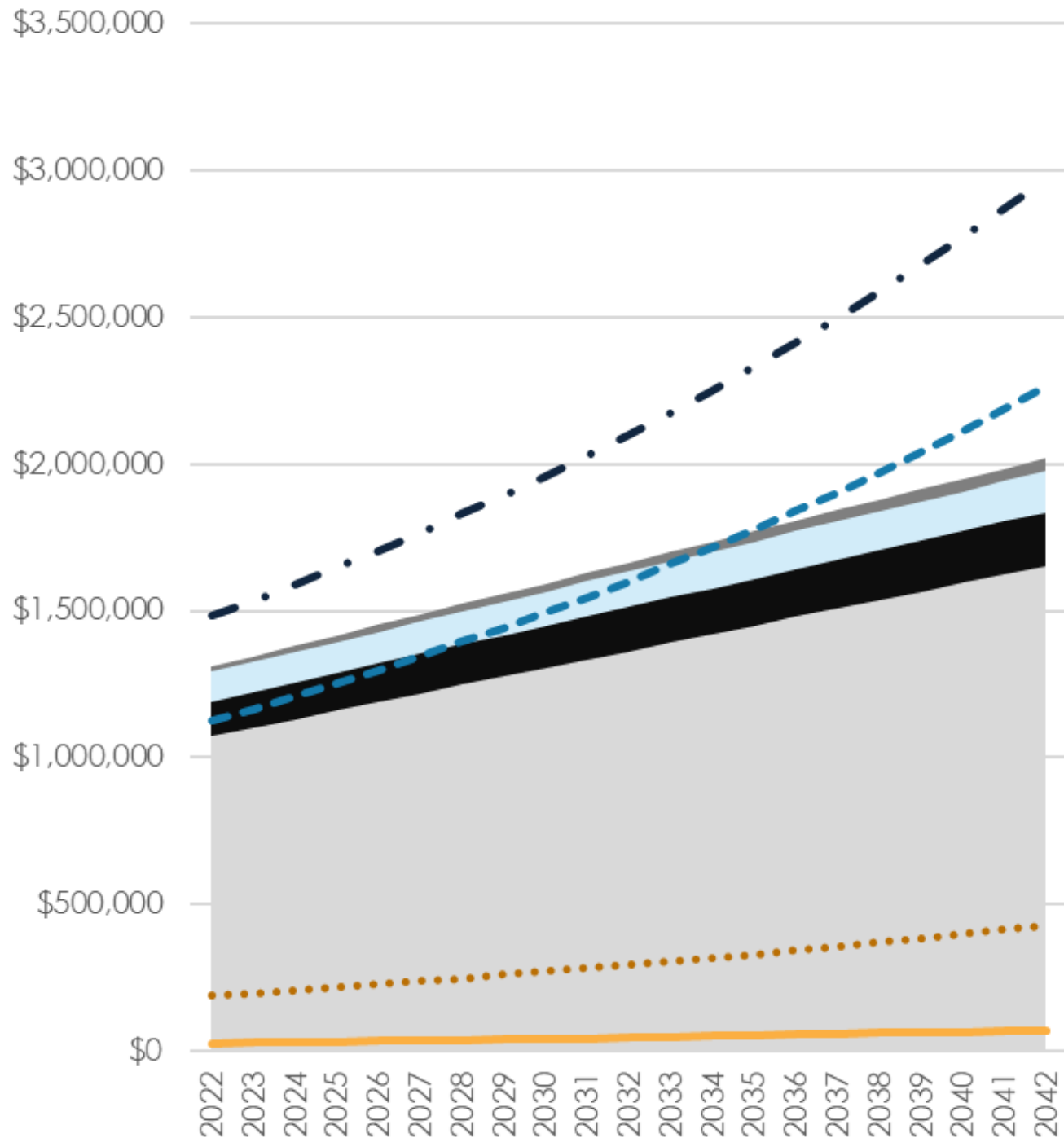
- Annual local contribution used for match in competitive state and federal grant applications
- 20k annual contribution leverages another \$20 -130k depending on match requirements
- Public Works Dept. in-kind support with labor to install sign posts, ready shelter sites for contractor excavation, review shelter plans

4 Foundation Grants

- MCMC Foundation grant for shelter purchase
- Google Grant shelter purchase
- Gorge Health Council funding Transit Connect passes and Tickets

5 Fares, Contracts, Reimbursements

- Low fares to keep transit accessible
- Contracts with modivcare, other medical insurers



- Baseline at 110%
- Baseline + Private Shuttle Partnership
- Baseline (Existing Funding Sources Only)
- Baseline at 90%
- Expand The Dalles - Hood River Route
- Madras + Maupin + Warm Springs/Shaniko Routes
- - - Weekdays + Saturday*; Existing Service Hours
- . - Weekdays + Saturday*; Longer Service Hours

- Finalizing Transit Development Plan

- Process open house feedback & finalize Plan
- Adoption by MCEDD Board
- Accepted by Wasco County, update TSP

- Implement Routes and Bus Stops

- Provide outreach and notification of route changes
- Transition to new routes
- Work with City to implement new bus stops

- Fleet Transition Strategy

- Participate in ODOT pilot program to create fleet transition plans and practices
- Partner with North Wasco Utility District to create bus charging infrastructure / pursue state and fed grants

- Education, Outreach and Communication

- Update schedules, brochures, marketing materials for new system
- Continue education about services, offer travel training, partner with community to develop travel ambassadors

- Funding to meet community needs & vision



WAYS TO SUPPORT THE LINK/ PUBLIC TRANSIT IN THE DALLES



1 Share Info about Link Routes & Service

Share information with your networks, send people to our website or offices

2 Ride the Link!

The Link is for everyone

3 Buy a Gorge Pass from the Link!

\$40 for unlimited rides in 2022 on bus routes throughout the Gorge!

4 Additional Funding

Local contributions allow us to both continue and expand service by leveraging additional grant funding to invest in The Dalles

5 Partnerships between Agencies

In-kind contribution through partnerships with public works, planning, etc. allows us keep more funds for capital purchases

Thank you!

Find us online at mcedd.org/link

Jessica Metta – Executive Director, MCEDD

Jessica@mcedd.org

Kate Drennan - Deputy Director of Transportation, MCEDD

Kate@mcedd.org

Jesus Mendoza - The Link Operations Manager

Jesus@mcedd.org

Kathy Fitzpatrick - Mobility Manager, MCEDD

Kathy@mcedd.org

Community Marketing Work Plan

2022-2023

At the heart of our approach will be the consistent message of “Explore The Dalles” tourism branding in a way that builds intimacy and powerful personal relationships between our visitors and The Dalles. Our marketing messages and advertisements need to leverage this relationship with the tourism brand and create a sense of excitement to play, eat, and stay in The Dalles.



The Dalles Area Chamber of Commerce
404 W 2nd St
The Dalles, OR 97058
541-296-2231

1. Introduction

2. Marketing Objectives

3. Targeted Audience

4. Marketing Avenues

5. Campaign Overview

6. Marketing Plan Elements

7. Work Plan Overview

8. Goals & Objectives

9. Personnel

10. Budget



1. Introduction

This document provides the detailed outline of our annual promotional objectives and marketing avenues. The Dalles Area Chamber of Commerce is charged with designing a marketing strategy under this plan which will identify strategies, partnerships, and advertising platforms for tourism promotion.

2. Marketing Objectives

Our marketing objectives are:

- Increased visitor spending combined with longer stays in the City of The Dalles
- Targeted Digital Marketing to attract NW Visitors
- Geographical representation beyond attractions in the City of The Dalles
- Capture more visitors to come to The Dalles who are already coming to Oregon and give them an East Gorge experience
- Cross promotions of The Dalles area businesses
- To provide excellent visitor information and service
- Increased collaboration with tourism partners (i.e. CGTA, Travel Oregon, Travel Portland, etc.)
- Focus in the Portland, Seattle, Central Oregon, Eastern Oregon, Tri-Cities, and Spokane markets
- Support and enhance shoulder season tourism events

3. Targeted Audience

Our targeted audiences are:

Active:

- Motivated by new and unique experiences
- Outdoor/extreme recreation enthusiasts
- Drawn to organized physical sports
- Stewards of local environment and giving back
- Among highest spenders when presented with unique experience

Functional:

- Independent of mind and are the least likely to worry about what others might think
- One of the highest rates for taking vacations
- Outdoor Recreation Experience is the number one reason for vacationing

Traditional:

- Strong orientation towards traditional values
- Value individual attention and service
- Self-reliant
- Likes many options

Urban:

- Strong, active, confident
- High spenders
- Style/brand important, but as an expression of their self-made identity
- Looking for new challenges, new experiences, globetrotters
- Favor city destinations as well as scenic locations



3. Targeted Audience Continued

Our targeted geographical areas of focus are:

- Portland Metro / Vancouver, WA
- Seattle / Tacoma, WA
- Central Oregon (Sisters, Redmond, Bend)
- Eastern Oregon & Washington (Hermiston/Pendleton, LaGrande, Tri-Cities, Yakima Valley, Spokane)

4. Utilize NEW Data Tool

Targeting our REAL Time Audience:

- A revolutionary way for communities to understand their visitation and create targeted marketing campaigns to reach their audiences.
- Cultivate mobile and smartphone user data to help communities better understand visitor demographics create more targeted marketing campaigns to reach our preferred audiences.
- Creating geofences around target businesses, attractions, cultural entities, lodging partners and food and beverage locations in our region.
- Ability to retrieve accurate and meaningful demographic data about visitors that reach The Dalles and their habits while here.
- Data retrieved would provide a powerful set of tools from which we and our partners could make better informed decisions about future marketing initiatives and programming plans to responsibly grow our tourism economy by targeting strategic geographic regions and individuals to inspire overnight visits.

5. Marketing Avenues

Our marketing avenues are:

- Print marketing materials utilizing “Explore The Dalles,” with tagline ‘Sunsational The Dalles’ branding
- Print advertising of The Dalles for targeted advertising campaign
- Social promotion via Pay-Per-Click targeted advertising
- Video syndication via branded Youtube channel, regional Hood-Gorge, Travel Oregon, Social Media Platforms, and The Dalles Chamber Website
- Coordination with local partners (City of TD, Regional Chambers, hospitality, events, businesses)
- TV commercials and episode feature (The Dalles) on smaller Outdoor Television shows across the U.S.
- Radio Ads for outdoor recreation airing on 100+ stations across the US on a weekly basis / 12 months

6. Advertising Campaign Overview

Our advertising campaigns will:

- Be designed to meet objectives and reach targeted audiences outlined in this marketing plan
- Give visitors a visual experience to create a relationship with the “Explore The Dalles” brand and create a sense of urgency to visit and stay in The Dalles
- Campaign for “Explore The Dalles” with video, radio, digital, and print advertising
- Use more radio opportunities across the US through syndicated radio show sponsorships (ads)
- Partner with small dish type networks for commercials and feature episodes



7. Marketing Plan Elements

2022-2023 Tourism Marketing Strategy Development:

- Targeted media and advertising campaign development
- Enhance visitor information & services, tourism and events
- Printed media development: Historical Walking Tour / Charm Trail / Cycle The Dalles
- Tourism events identification, assistance with planning, distribute to Northwest Calendars
- Increase the [ExploreTheDalles.com](https://www.exploredalles.com) pages with more info, itineraries, pictures, and video
- Work with Community partners to build tourism events during shoulder season
- Targeted Digital Campaigns (12 months of the year)
- East Gorge Food Trail / Working with Travel Oregon & CGTA to promote East End of the Gorge
- Provide 15 grants of \$2000.00 to entities that are putting on events for the 22-23 tourism year

8. Work Plan Overview

Visitor Services

- **Fully staff** and maintain the official City of The Dalles Visitor Center at the Chamber of Commerce office / Monday thru Friday, July 2021 - June 2022 [*2.0 FTE, with 4 staff consisting of part time, full time*]
- **Continually** update and distribute visitor information to hotels, restaurants and other businesses.
- **Work** with Travel Oregon and CGTA (Columbia Gorge Tourism Alliance) and the committees, formed within the CGTA, for representation of The Dalles in all the materials and events
- **Update** and provide map and materials for self-guided walking tours
- **Respond** to visitor information requests received via phone, email, social media and website
- **Coordinate** welcome bags and greeters for groups, sports events, conferences, and conventions

Community Marketing

- **Work** with design and development companies to assist with campaigns and distribution of information to increase awareness of our region, events, and the promotion of our businesses.
- **Work** with Regional and National publications for the coordination of Familiarization (FAM) tours, and maintaining contact with travel writers who participated in our previous FAM tours for possible new stories or continued promotion..
- **Participate** as an exhibitor in the Tradeshows of targeted audiences; i.e. outdoor recreation, fishing, antiques, cyclists, and regional travel tradeshows with tourism partners (CGTA, RDMO, Travel Portland) 2022
- **Continue** to enhance the website to be even more user-friendly, increase tourism information to targeted audiences, increase videos and photo library, and provide advertisement opportunities for a greater exposure for our local businesses
- **Continue** to promote community events and happenings on event calendars in printed publications and travel websites (currently posting 30+ digital Calendar in the NW and looking for new media options to promote events and happenings)
- **Continue** to expand and enhance “social media” presence (Facebook, Instagram, YouTube, TripAdvisor, Twitter, along with any new platforms that are beneficial to the community)
- **Utilize Datafy** to connect and promote to our identified real time target audience digitally.
- **Distribute *Explore The Dalles*** brochures to Convention & Visitor Bureaus, state travel information centers, State Welcome Centers, Sister Chambers, and other tourism information outlets across the state; continue to provide visitor information packets to individuals or groups attending out-of-town meetings and businesses or organizations who are hosting events in The Dalles area.



8. Work Plan Overview Continued

- **Continue** to maintain and enhance 'Sunsational Charm Trail' to encourage foot traffic from tourists into our local businesses

Advertising

- **Place** printed and online ads in the following available partners: Oregon's 1859 Magazine, Sunset, Oregon Events Calendar, True West, AAA (VIA), The Reel News, NW Sportsman, Oregon Sport-fishing Regulations, Alaska Sporting Journal, Salmon and Steelhead Journal, NW Fly Fishing, Columbia Gorge To Mt. Hood, NW Travel, Portland Guide, and NW Outdoorsman TV.
- **Support** national and international marketing strategies of Travel Oregon and Travel Portland with co-op advertising and provide The Dalles brochures as part of their travel trade activities
- **Provide** marketing TRT grants for organizations producing events that generate overnight stays

Partnerships

Maintain and maximize key partnerships ...

- Travel Oregon
- Travel Portland
- Oregon Tour & Travel Alliance
- Columbia Gorge Arts & Culture Alliance
- Oregon Festivals & Events Association
- Oregon Travel Information Council
- Mt. Hood-Columbia Gorge Regional Destination Marketing Organizations (RDMO)
- Oregon Destination Marketing Organizations (ODMO)
- Columbia Gorge Tourism Alliance (CGTA)
- City of The Dalles
- Wasco County
- Columbia Gorge Discovery Center & Museum
- The Dalles Dam / U.S. Army Corps of Engineers
- Port of The Dalles
- Northern Wasco County Parks & Recreation District
- Columbia Gorge Community College
- Wasco County Historic Landmarks
- The Dalles Main Street Program
- Downtown The Dalles
- Eastern Oregon Visitors Association
- Northwest Regional Chambers / Visitor Centers.

Continually looking for new opportunities and partnerships

Evaluation

Will be provided by Chamber Board Directors review, quarterly and annual reports to the City, and monthly financial reports from the City to the Chamber.



9. Goals & Objectives

VISITOR SERVICES

Objective...

To capture more visitors in person, phone, and online coming to Oregon and the Gorge, to come and explore The Dalles.

Task...

Increase information, partner links, and photo library for Activities, Events, and Community Calendar

Measurable Outcome...

Track information of visitors to include state of origin, reason for their visit, and how they heard of The Dalles through website analytics and use lodging reports to gauge increased number of overnight stays.

COMMUNITY MARKETING

Objective...

Increase exposure that encourages visitors to come to our community through website and social media platforms.

Task...

Enhance platforms with information, video, links to community partners with content for recreation and attractions. Using Google analytics for each aspect to aid in future targeted marketing.

Measurable Outcome...

Utilizing analytics on each platform to identify future target market (as this changes annually) and report location of web visitor, ages, and gender to City Council (quarterly and annually).

ADVERTISING

Objective...

Increased overnight stays, also longer stays in The Dalles. The average overnight guest spends an average of \$293.00 per day in our community [Dean Runyan Associates, 2020]

Task...

Supply local hotels with 'Explore The Dalles' brochure and city maps for their guests (groups, conference or events attendees will be given welcome bags promoting our local businesses and attractions)

Measurable Outcome...

Use Datafy to track number of visitors to attractions/hotels/events. Report data to City Council (quarterly / annually). This allows us to target our advertising dollars and spend only where effective.



9. Personnel

Visitor Services

- Staff Visitor Center
 - Hours of Operation: M-F 9am - 4:00pm / Regular
- Track information for visitor statistics
- Maintain Local Community Event Calendar
- Submit local events to the 30+ Digital Calendars in the Northwest
- Fulfill Visitor Requests (phone, mail, web, email, and in person)
- Coordinate with all visitor centers, Travel Oregon, and community partners for brochure fulfillments and distribution
- Market events on all social media platforms
- Update web site for events / information / activities
- Maintain and utilize newly created TOKEN WALL of wooden coupons to local businesses
- Send e-blasts / tip sheets by email to targeted groups
- Assist with marketing options for targeted audiences
- Provide welcome bags showcasing and promoting local attractions, events, and businesses for group/convention visits to our community
- Provide information for meeting venues, dining, lodging, and applicable services for group/convention visits to our community

Marketing & Promotions

- Develop Marketing Strategy Plan
- Determine Marketing Publications
- Determine / Design Ads for Advertising
- Continue to update Web Site for determined and targeted tourism audience while adding features including Blog, better photo albums, and a better video capacity and storage
- Digital Promotion by email, web, social media platforms, and partners
- Works with Community Partners for Branding Message
- Meet with tourism related businesses to help better promote to our visitors
- Work with Region Hood/Gorge for FAM tours and promotion of our community
- Plan, coordinate, and attend FAM events
- Create and implement new campaign with business partners to draw the visitor to our community
- Working with partner for a targeted digital marketing campaign to the northwest to help provide a call to action to Explore The Dalles

Administration

- Supervisor/Administrator for Tourism Staff
- ODMO, Oregon Destination Marketing Organization, for The Dalles in the Hood/Gorge Region
- Manage Datafy and reporting
- Budget, Strategic Planning for Tourism, and Community Marketing Plan
- Deliver reports to City Council



10. Budget

The Dalles Area Chamber of Commerce

2022-2023 Tourism Budget

Proposed

		2019-2020	2020-2021	2021-2022	2022-2023	NOTES
Personnel						
076-7600-750.31-10	Salaries & Benefits	\$ 152,867.02	\$ 93,000.00	\$ 117,000.00	\$ 175,000.00	*
				\$ 30,000.00		additional funding after contract
Facilities						
076-7600-750.43-10	Utilities	\$ 4,200.00	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	
076-7600-750.43-40	Equipment Maintenance & Repair	\$ 3,900.00	\$ 1,800.00	\$ 2,500.00	\$ 3,000.00	
076-7600-750.44-10	Rent	\$ 8,702.40	\$ 8,702.00	\$ 8,702.00	\$ 8,702.00	\$725.00 per month
Operations						
076-7600-750.39-00	Administration	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00	\$ 12,000.00	
076-7600-750.53-20	Postage	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	
076-7600-750.53-30	Communications	\$ 2,800.00	\$ 2,200.00	\$ 2,500.00	\$ 3,000.00	
076-7600-750.58-10	Travel & Mileage	\$ 4,500.00	\$ 2,500.00	\$ 4,000.00	\$ 6,000.00	
076-7600-750.58-50	Professional Development	\$ 2,500.00	\$ 500.00	\$ 1,000.00	\$ 2,500.00	
076-7600-750.58-70	Dues & Subscriptions	\$ 1,530.58	\$ 500.00	\$ 750.00	\$ 2,000.00	
076-7600-750.60-10	Office Supplies	\$ 2,500.00	\$ 750.00	\$ 2,000.00	\$ 5,000.00	
	Datafy Data Software	\$ -	\$ -	\$ -	\$ 20,000.00	
Marketing						
076-7600-750.37-10	Marketing	\$ 66,500.00	\$ 38,233.00	\$ 69,548.00	\$ 125,000.00	
076-7600-750.37-20	Public Relations	\$ 15,000.00	\$ 5,000.00	\$ 10,000.00	\$ 18,000.00	Digital Marketing Partner
076-7600-750.37-30	Billboard	\$ 11,000.00	\$ 14,315.00	\$ -	\$ -	
076-7600-750.37-30G	Grants	\$ 30,000.00		\$ 7,500.00	\$ 30,000.00	15 grants of \$2000.00
076-7600-750.55-00	Printing & Binding	\$ 7,500.00	\$ 3,000.00	\$ 5,000.00	\$ 10,000.00	
		\$ 325,000.00	\$ 180,000.00	\$ 275,000.00	\$ 426,702.00	

*Reflects the National cost of living increase for each year through 2019

**Reports to Partners for planning of events, recruitment, and development



AGENDA STAFF REPORT

AGENDA LOCATION: Item #9 A-C

MEETING DATE: April 4, 2022

TO: Honorable Mayor and City Council

FROM: Izetta Grossman, CMC, City Clerk

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

- A. **ITEM:** Approval of the March 28, 2022 Regular City Council Meeting Minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the March 28, 2022 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 March 28, 2022 Regular City Council meeting minutes.

- B. **ITEM:** Concurrence with the Mayor's Appointments to Beautification Committee

BUDGET IMPLICATIONS: None

SYNOPSIS: Resolution No. 22-008 Concurring with the Mayor's Appointments to the Planning Commission, Historic Landmarks Commission, City of The Dalles Budget Committee and the Urban Renewal Agency Board has been prepared for your review.

RECOMMENDATION: Approve Resolution No. 22-008 Concurring with the Mayor's Appointments to the Beautification Committee

C. **ITEM**: Surplus Public Works Equipment

BUDGET IMPLICATIONS: Miscellaneous income from results of auction and sales

SYNOPSIS: The following is a list of Public Works vehicles and equipment that are recommended to be declared surplus as these items listed are no longer useful to the department, but still retain value. The items listed are planned to be disposed of through a local auction.

1. 1989 CAT Backhoe, Serial #5PCO5780, 3,720.5 hours, estimated value \$9,500
2. 1980 Ford 6-8 yard dump truck, VIN #R7OUVJG8288, estimated value \$6,000
3. 1987 Chevrolet 4X4, VIN #1GCEV14HJ156657, estimated value \$4,500
4. 1989 Chevrolet 4X4, VIN #1GBHV34N6KJ102660, estimated value \$3,100
5. 1999 Jeep Cherokee, VIN #1J4FF68S5XL662631, estimated value \$2,000
6. 2003 Dodge Durango 4X4, VIN #1D4HS48Z83F577600, estimated value \$2,500
7. (2) side mount tool boxes, manufacturer ProTech, estimated value \$400
8. Aluminum Headache Rack, manufacturer ProTech, estimated value \$500
9. 2005 Ford Pickup bed, estimated value \$650
10. Hydraulic Lift Gate, estimated value \$650
11. NPK Rock Hammer, not in working condition, estimated value \$50 (scrap pricing)
12. 1976 Chevrolet C60 Rod Truck, VIN #CCE61V122179, estimated value \$4,000
13. Set of (4)-15”X6” 5 lug white wheels, (new), estimated value \$120
14. 1972 Onan propane generator, estimated value \$400
15. Safetyrail ADA Compliant barricade base, pallet of (50), new, estimated value \$750
16. “A” Style parade barricades with crossboards, lot of (20), estimated value

\$2,000

The following items are unique to the operation of water distribution systems and the transportation industry, with little need in the immediate area, and therefore is proposed to be disposed of through an online, nationwide government surplus agency.

1. SME 300HP pump and motor, Serial #1610, estimated value \$1,000
2. 36" round plastic delineators, 11 white, 27 yellow, 10 bases, estimated value \$380
3. Petrotac self-adhesive nonwoven fabric, 28 boxes 12"X36 yards, 8 boxes 36"X15 yards, est value \$8,000

The following items are unique to the transportation industry, material is past the expiration date and not usable for public road systems, material is still suitable for private applications, and therefore is proposed to be advertised in our local paper to be sold to the highest bidder.

1. 9 pallets (90 boxes each) Special Asphalt Products joint & crack sealant
2. 14 pallets (70 boxes each) Maxwell Products Elasto Flex 410

The following item is proposed to be sold to the City of Dufur, the price is based upon the value set by an independent appraiser.

1. 1987 Case Backhoe with 2 buckets, rock hammer and 3 bits, serial #17042857, Value \$12,000

RECOMMENDATION: Approve surplus of Public Works equipment as described, values not necessarily results of auction sales.

MINUTES

CITY COUNCIL MEETING

March 28, 2022

5:30 p.m.

VIA ZOOM

IN PERSON

LIVESTREAM VIA City website

PRESIDING: Mayor Richard Mays

COUNCIL PRESENT: Darcy Long, Rod Runyon, Scott Randall, Dan Richardson

COUNCIL ABSENT: Tim McGlothlin

STAFF PRESENT: City Manager Julie Krueger, City Clerk Izetta Grossman, Human Resource Director Daniel Hunter, Finance Director Angie Wilson, Public Works Director Dave Anderson, Police Chief Tom Worthy, Senior Planner Dawn Hert

Legal Counsel Jonathan Kara VIA ZOOM

CALL TO ORDER

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

ROLL CALL OF COUNCIL

Roll Call was conducted by City Clerk Grossman. Long, Randall, Richardson, Runyon present; McGlothlin absent. Mayor Mays presiding.

PLEDGE OF ALLEGIANCE

Mayor Mays asked Councilor Long to lead the Pledge of Allegiance.

Councilor Long invited the audience to join in the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Mays noted that Employee Recognition had been removed from the agenda.

It was moved by Long and seconded by Randall to approve the agenda as amended. The motion carried 4 to 0; McGlothlin absent; Long, Randall, Runyon, Richardson voting in favor; none opposed.

PRESENTATIONS PROCLAMATIONS

Art Committee Report – Scott Stephenson, The Dalles Art Center via Zoom

Scott Stephenson, Executive Director The Dalles Art Center reported on the following projects underway with the aide of the funding by the City. He said the Art Center had a contract with the City for public art design and creation.

All Together The Dalles Mural

- Complete
- Working with Dawn Hert, Senior Planner on Walking Tour of the sites in the mural; coffee table book utilizing grant from State Historic Preservation Office (SHPO) and grants identified by The Dalles Art Center.
- Book designed by local designer; will be used as a fund raiser for the Art Center; overview of buildings, divided into periods; available in April

Walking Tour App (see attached)

- App has photos, information on the various buildings on the mural and a Google map to location
- Adding the Walldogs Murals to the app

Plaza Manned Kiosk

- Working with Main Street for manned kiosk at Cruise Ship Dock with products for sale and information., the Beautification Committee is working on the landscaping

Gazing Plaza

- Located at corner of 2nd and Washington Street in Discount Plus parking lot
- Space donated by owner
- Sculpture by local artist
- Interactive forging opportunity during Cherry Festival for citizens to “pound metal pieces” that will be added to the main sculpture

MINUTES

Regular City Council Meeting

March 28, 2022

Page 3

- Eventually there will be a pocket park at the location with tree, benches and shade; many local companies donating time and talents to the project

Northern Wasco County Parks & Recreation Sorosis Park Update – Scott Baker, Executive Director

Scott Baker reviewed outreach done:

- English and Spanish – reaching people where they are
Examples: Farmers Market, High School

He summarized:

- Project will be Phases (Phase 1 irrigation and trees estimated completion April 2023
Irrigation - \$1 million state of the art system
Trees plantings representing area around Oregon
Trees will be established 6 to 8-foot trees
Funds from City of The Dalles and Wasco County
- Grants: Using donated funds as matching funds for grants to get biggest bang for the dollars
Covered sports courts (basketball and pickle ball)
Gazebo matching funds \$165,000 committed
- Tree Top Play structure – next on list
Existing structure 20 plus years old, with only 2-year maximum life
Using handprints and other features such as fairy gardens or part of shelters (12-foot x 12 foot) – honoring the past; possibly using a program at Columbia Gorge Community College (CGCC)

Councilor Randall asked if connection to the 14th Street Reservoir trail was included.

Baker said it was not. He said the plan before them was site specific for Sorosis Park.

Councilor Richardson asked about the “camp host”.

Baker said it would be like State Parks camp hosts, likely a person or couple with their RV to serve as a constant presence in the park. He said it would be shared security with CGCC.

Richardson asked for an update in the summer on the project and the Mill Creek Greenway project.

MINUTES

Regular City Council Meeting

March 28, 2022

Page 4

AUDIENCE PARTICIPATION

Robert Schultens (2637 West 10th), Jennifer Dewey (383 Summit Ridge), and Shelly Onslinger (2627 East 27th) all spoke in opposition to the location of the proposed Navigation Center.

Ordinance allowing shelter/center passed without community input

Low income housing – not appropriate for location

Current location of pallet shelters is working fine

Not close to services

52 break-ins or vandalism at the dealership (location is behind dealership on 6th) in past two years – nothing done

Dock beautification – why not West 6th Street, busiest business street in The Dalles

Property better used for revenue generation

Plan isn't fully developed

Citizens should have a say in how funds are used

Low Income housing isn't temporary housing

City Manager responded:

- She and Police Chief are working on a plan for addressing increased vandalism
- The \$500,000 committed by the City are ARPA funds, that have to meet specific criteria
- This is only funding approval, not project approval
- Site approval had to go through the regular planning process, with property owner notification within 300 feet of the site *corrected 100 feet via email

Councilor Runyon said the project is not a City project and suggested people meeting with Kenny LaPoint for more information on details.

Councilor Long said the pallet homes are transitional housing with rules and plans for people to transition into housing, and find jobs.

Mr. Schultens disrupted the meeting and was asked to leave.

Dewey said there would be a business meeting on March 31st at the Old Griffith building to brainstorm ideas to reduce crime. She suggested representative of the City attend.

Judy Merrill, 400 West 11th Street thanked General Services Terry Hardraker and Jerry Johnson for the great job on the public restroom on the west side of the Veteran's Services Building. She said it looked great, with brighter lighting, and new signage. She said she deeply appreciated a public restroom downtown.

MINUTES

Regular City Council Meeting

March 28, 2022

Page 5

CITY MANAGER REPORT

City Manager Julie Krueger Welcomed everyone back to in person meetings. She thanked City Clerk Grossman and Finance Director Wilson for their work on the update of the Council Chamber.

She reported that Public Works Director Dave Anderson wanted her to pass on the Bid Documents for the Construction of the Dog River Pipeline were advertised and available with a bid opening date of May 5, 2022.

CITY COUNCIL REPORTS

Councilor Runyon reported:

- Meet and Greet of City Manager candidates
- City Manager interviews
- QLife meeting, until he lost signal

Councilor Randall reported:

- Meet and Greet of City Manager candidates
- City Manager interviews
- QLife in need of budget committee members
- Historic Landmarks meeting on March 30th

Councilor Long reported:

- Matthew Klebes was hired as the new City Manager to start May 16, 2022
- New Urban Renewal Agency member Shanon Saldivar; reviewing downtown incentives at April 19 meeting
- Traffic safety – traffic on Columbia View Heights to Veteran’s Hospital is a residential neighborhood, please slow down
- Increase of truck parking with two tires on the sidewalks – this is illegal and breaks down the curbs

Mayor Mays reported:

- KODL
- St Vincent de Paul
- Columbia Gorge Community College
- Jeff Merkley Zoom meeting
- Library Board Member
- KACI

MINUTES
Regular City Council Meeting
March 28, 2022
Page 6

CONSENT AGENDA

It was moved by Randall and seconded by Richardson to approve the Consent Agenda as presented. The motion carried 4 to 0; McGlothlin absent; Long, Randall, Runyon, Richardson voting in favor; none opposed.

Item approved on the consent agenda were: 1) The minutes of the March 14, 2022 Regular City Council Meeting.

ACTION ITEMS

Resolution No. 22-009 Authorizing Transfers of Budgeted Amounts Between Categories of Various Funds of The City of The Dalles Adopted Budget, Making Appropriations and Authorizing Expenditures for the Fiscal Year Ending June 30, 2022

Finance Director Angie Wilson reviewed the staff report.

It was moved by Long and seconded by Richardson to approve Resolution No. 22-009 Authorizing Transfers of Budgeted Amounts Between Categories of Various Funds of The City of The Dalles Adopted Budget, Making Appropriations and Authorizing Expenditures for the Fiscal Year Ending June 30, 2022. The motion carried 4 to 0; McGlothlin absent; Long, Randall, Runyon, Richardson voting in favor; none opposed.

DISCUSSION ITEMS

Draft Stream Corridor Overlay Code Amendments

Senior Planner Dawn Hert reviewed the staff report (see attached).

Richardson asked Hert to define “Safe Harbor provision”

Hert said it was to protect fish bearing streams and corridors by not encroaching on the stream bed.

Runyon said the setback was 25 feet and now goes to 50 feet, but there was a hardship adjustment clause.

Hert said there were protections in place, specific steps needed to receive the adjustment.

MINUTES
Regular City Council Meeting
March 28, 2022
Page 7

Upcoming Comprehensive Plan Amendment: Updates to Goal 9 Policies and Commercial/Industrial Buildable Lands Analysis

Senior Planner Dawn Hert reviewed the staff report (see attached).

Richardson asked for update on the Westside Planning Process; affordable housing, commercial redevelopment.

Hert said three years ago there was a grant to fund the process, however, COVID put it on hold. She said the Planning department would reapply in the future.

ADJOURNMENT

Being no further business, the meeting adjourned at 7:15 p.m.

Submitted by/
Izetta Grossman, CMC
City Clerk

SIGNED: _____
Richard A. Mays, Mayor

ATTEST: _____
Izetta Grossman, CMC City Clerk

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The Dalles, OR
The Dalles

The Dalles Art Center celebrates community through a city-wide art collaboration.

apc

Hood River, OR
Art of Community

Art of Community was established in 2014 to build on the relationship between the Columbia River Gorge community and its talented artists.

Hood River, OR
Gorge Artists Open Studios Tour

Tour 44 Studios: Sept. 17, 18 and 19, 2021, 10am to

Tours Cities Me

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The Dalles

All Together The Dalles
The Project

Apple Maps

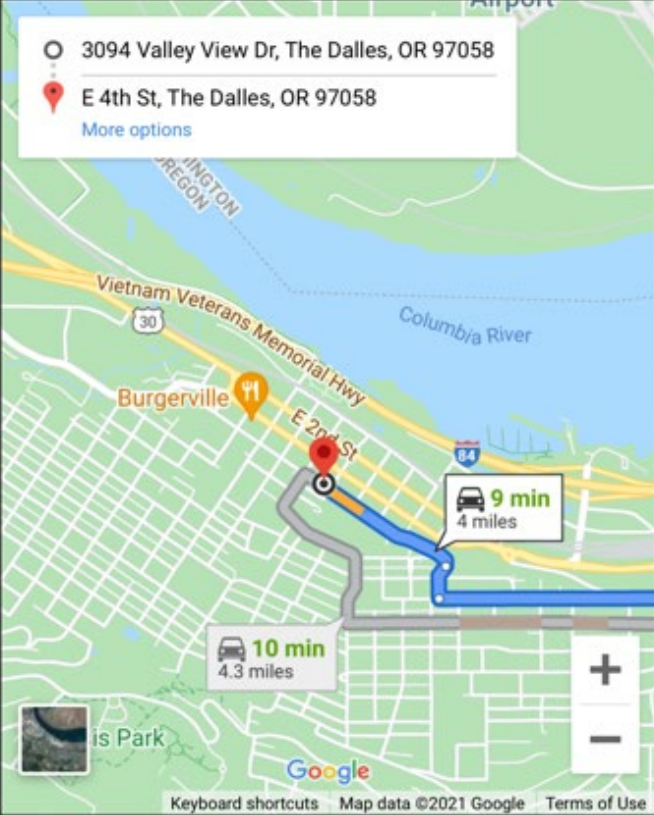
All Together The Dalles
The Project

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The Dalles



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Civic Auditorium
323 East 4th Street



Civic Auditorium
323 East 4th Street



The Dalles



Info

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When World War I ended, civic leaders proposed a suitable memorial to those who served and died in the war. It would include a 1,100-seat auditorium (or theater) with balcony, a grand ballroom with "floating" hardwood floor and its own balcony, a Fireside Room for meetings and smaller gatherings, and a gymnasium. The building was erected with public funds at a cost of \$125,000 in 1921. The light tan brick building occupies one-quarter of a city block and is an example of the neoclassical style common to public and governmental buildings of its era. During its heyday "The Civic" was the venue for local cultural, entertainment, ceremonial, social, and recreational events. It was home to concerts and plays, high school graduation ceremonies and the annual gatherings of the Old Wasco County Pioneer Association. In the 1950s and early 1960s it was operated by the city Parks and Recreation Department, which held recreational activities and sock hops in its gym for local youth. At the end of that era the facility had largely fallen into disuse. The auditorium was turned into a professional wrestling arena. Eventually the auditorium was condemned for

The Dalles



Info

Photos

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that era the facility had largely fallen into disuse. The auditorium was turned into a professional wrestling arena. Eventually the auditorium was condemned for safety reasons. By 1991 the city decided to demolish the building. But a group of citizens formed a non-profit corporation to purchase the property and undertake restoration, which nears completion.

Blame it on the automobile. The success of Walther-Williams automobile dealership one block north of the present Civic Auditorium triggered the construction of this venerable institution in two ways. In early 1917 the expanding business took over the Vogt Opera House in the middle of its block and turned the town's large theater/auditorium into an automobile storage warehouse. America entered the war in Europe—there would be no large theater for several years. Then the war was over. The automobile was becoming affordable by the middle class, and that spelled the end of the horse and buggy era. It also marked the end of the livery stable that occupied the Civic site. So there was a large site, right in the middle of town, ready for a new "civic" use.



Civic Auditorium

323 East 4th Street

00:00



00:27



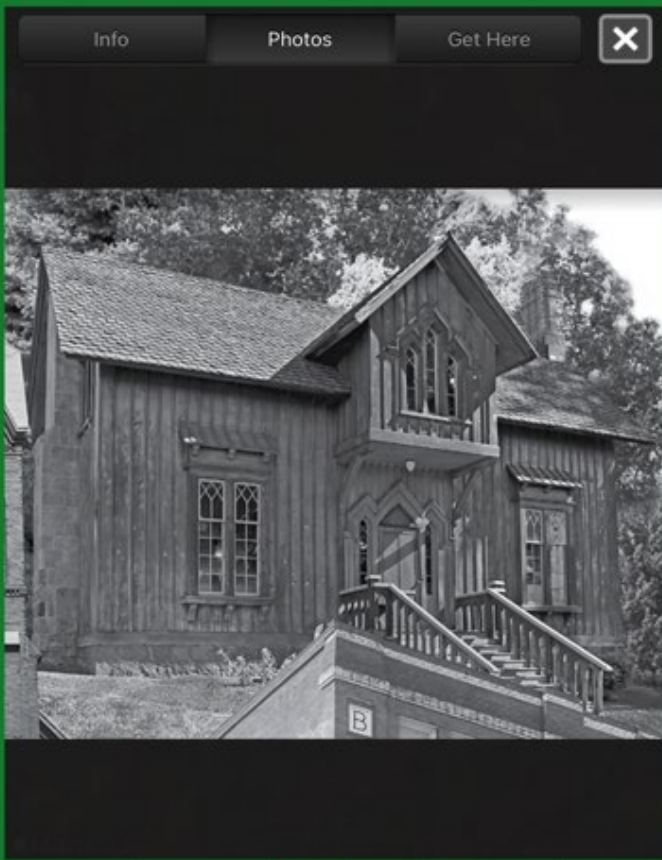
Civic Auditorium

323 East 4th Street

00:00



00:27



Fort Dalles Museum is housed in one of the oldest buildings in The Dalles. The carpenter gothic structure is the former Surgeon's Quarters, the only remaining officers' quarters of the 1856 Fort Dalles military complex. A group of civic-minded women, the Sorosis Club, was instrumental in saving the building and opening its doors as one of Oregon's oldest history museums in 1905. The spacious shady grounds are also home to an historic collection of wagons and antique vehicles, many of which were entrusted to the museum by the local American Legion Post. The 1895 Anderson Homestead buildings were moved to the museum grounds in 1971 from their original site 25 miles southwest of The Dalles. Home to a Swedish immigrant family, the buildings include the log house, a granary, and a barn.

The original military reservation covered a wide area from Amaton Springs on The Dalles High School grounds to the east, to the west of Mill Creek, and everything above the first bluff (between 6th and 7th Streets). It included a lumber mill fed by a flume that



The Dalles



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Legion Post. The 1895 Anderson Homestead buildings were moved to the museum grounds in 1971 from their original site 25 miles southwest of The Dalles. Home to a Swedish immigrant family, the buildings include the log house, a granary, and a barn.

The original military reservation covered a wide area from Amaton Springs on The Dalles High School grounds to the east, to the west of Mill Creek, and everything above the first bluff (between 6th and 7th Streets). It included a lumber mill fed by a flume that carried logs from the forests of upper Mill Creek. The center of the parade grounds is marked by the flagpole on the back, playground side of Col. Wright School. The major buildings surrounded the oblong parade grounds, including company quarters, officers' quarters, a mess house, and a guardhouse as well as the Surgeon's Quarters. Foundations of one of the older buildings can be seen to the west of the museum. A favorite feature of the grounds is the display of steamship bells that visiting groups of school children love to ring.



Fort Dalles Museum

500 West 15th & Garrison Street

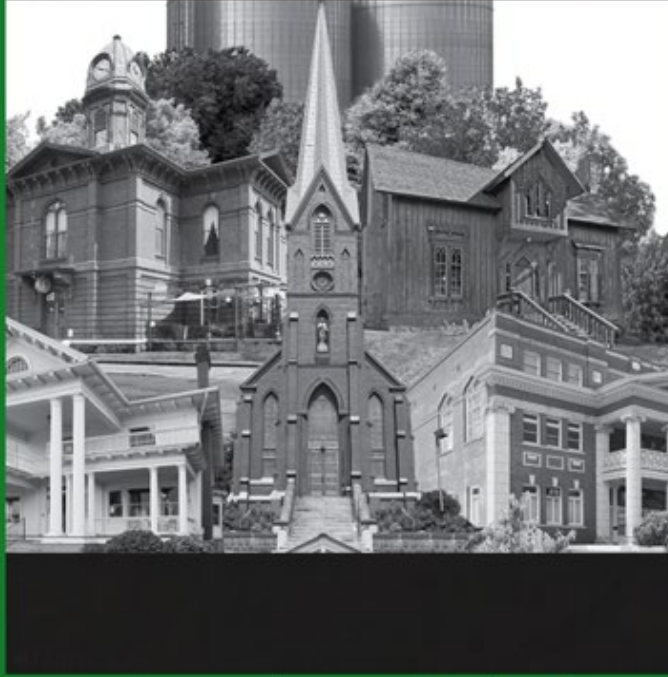
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St. Peter's Landmark

405 Lincoln Street

00:00



00:10



St. Peter's Landmark

405 Lincoln Street

00:00



00:10

Old St. Peter's Landmark is a gothic revival building patterned after churches in Europe. It replaced a smaller, wood frame church that occupied the same site in the 1800s. The parish raised funds through the 1890s in spite of major fires and floods in the town and a nationwide economic recession. Construction began in 1897 and the building was dedicated on St. Patrick's Day, March 17, 1898. The building features Povey stained-glass windows, Carrara marble altar, and a steeple topped by a rooster weathervane that has long-served as guide for riverboat pilots. The reed organ that served the earlier building is still present. It served the early years from 1898 until a 1907 Kilgen organ was purchased, installed, and dedicated March 24, 1925. When the Catholic parish moved to larger quarters in 1970 the building was about to be torn down. A small band of citizens formed Old St. Peter's Landmark Preservation and raised money to save the building that now hosts concerts, weddings, meetings, the local bridge club, and free tours.

Oh my! Those smoke stains and water stains! The

The Dalles



Info

Photos

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about to be torn down. A small band of citizens formed Old St. Peter's Landmark Preservation and raised money to save the building that now hosts concerts, weddings, meetings, the local bridge club, and free tours.

Oh my! Those smoke stains and water stains! The latter occurred during the year between the 1970 departure of the parish and the purchase by the Landmark Preservation. Immediate roof repairs and a subsequent roof replacement keep the elements from doing further damage. It was amazing to watch the roofers' acrobatics around the peak of the steeple. Lots of candle and incense smoke left outlines around places formerly occupied by stations of the cross. The large ornate paintings were among accoutrements returned to families that originally donated them when the parish moved. Many of the stations have been returned. Repainting the interior, especially the detailed stencil work, is an expensive proposition that has been postponed. In the meantime it's the stained glass and primo acoustics that command attention from visitors and audiences.



St. Peter's Landmark

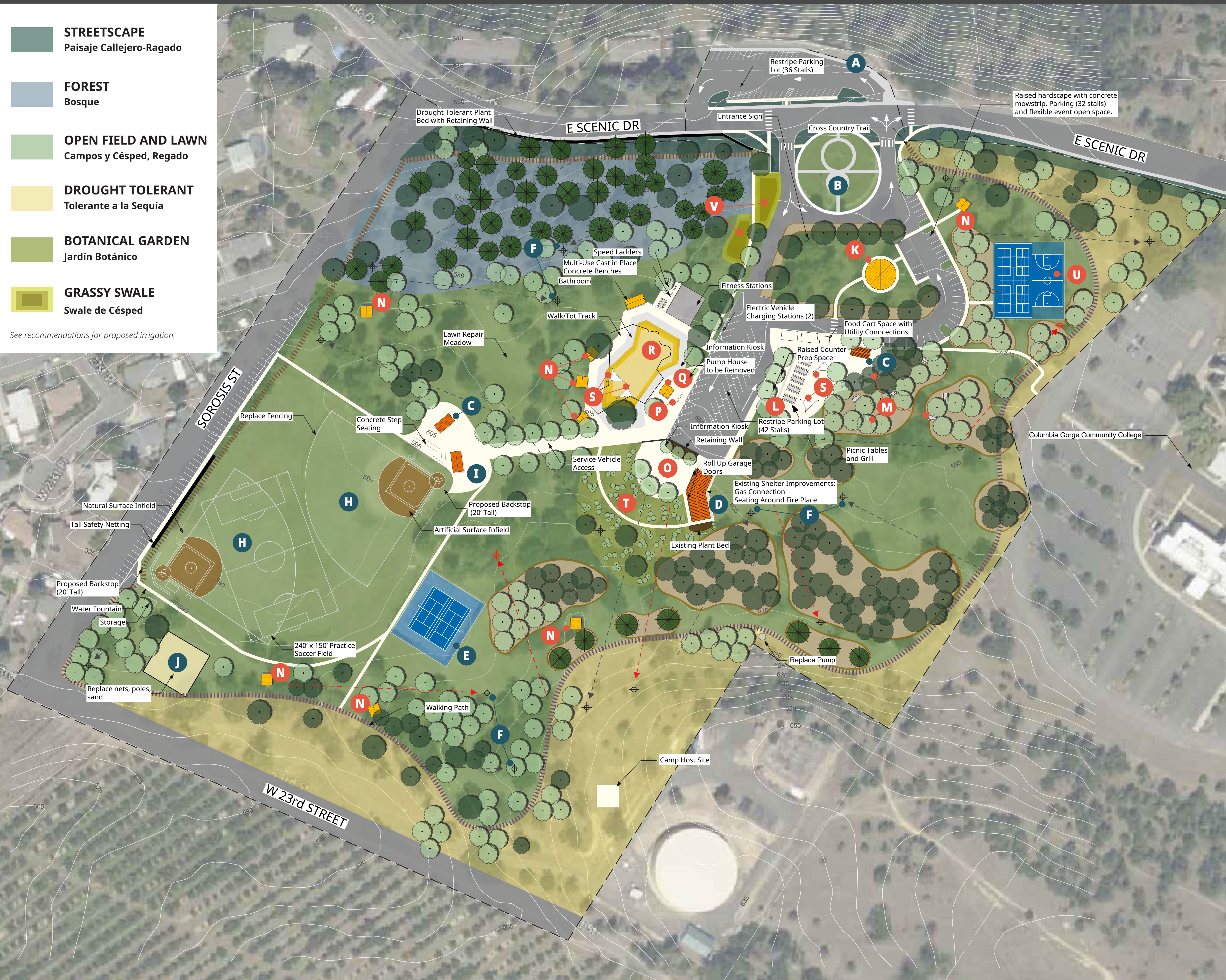
405 Lincoln Street



PROPOSED LANDSCAPE

- STREETSCAPE**
Paisaje Callejero-Ragado
- FOREST**
Bosque
- OPEN FIELD AND LAWN**
Campos y Césped, Regado
- DROUGHT TOLERANT**
Tolerante a la Sequía
- BOTANICAL GARDEN**
Jardín Botánico
- GRASSY SWALE**
Swale de Césped

See recommendations for proposed irrigation.



EXISTING ELEMENTS

- EXISTING SIDEWALK**
Acera existente
- SOFT SURFACE PATH**
Superficie de Sendero Suave
- EXISTING TREES**
Arboles Existentes
- EXISTING DISC GOLF HOLE COURSE**
Agujero de Golf de Disco
- EXISTING DISC GOLF HOLE**
Agujero de Golf de Disco
- MONUMENTS AND OVERLOOK**
Monumentos y Vista
- ROSE GARDEN AND FOUNTAIN**
Jardín de Rosas y Fuente
- RESTROOMS**
Baños
- SHELTER**
Área Cubierta
- SHELTER**
Área Cubierta
- TENNIS COURTS**
Canchas de Tenis
- DISC GOLF 18 HOLE COURSE**
Campo de Golf de Disco de 9 Hoyos
- BACKSTOP**
Barrera
- SOFTBALL FIELDS**
Campos de Softbol
- CONCESSIONS**
Concesión
- VOLLEYBALL COURTS**
Canchas de Voleibol

PROPOSED ELEMENTS

- CONCRETE SIDEWALK**
Camino de Cemento
- PROPOSED TREES**
Arboles Propuestos
- RELOCATED DISC GOLF COURSE**
Disco de Golf Reubicado
- RELOCATED DISC GOLF HOLE**
Disco de Golf Reubicado
- PAVILION**
Pabellón
- REPLACE GRILL GRATE**
Sostituir la Rejilla de la Parrilla
- PICNIC TABLES / BENCHES (10)**
Mesas de Picnic / Banquillos (10)
- SHELTER**
Área Cubierta
- EVENT SPACE**
Plaza de Eventos
- BIKE RACK**
Portabicicletas
- PORTABLE RESTROOMS**
Baños Portátiles
- PLAYGROUND**
Patio de Recreo
- SHADE STRUCTURES**
Estructuras de Sombra
- BOTANICAL GARDEN**
Jardín Botánico
- BASKETBALL/ PICKLEBALL COURTS**
Cancha de Baloncesto y Pepinillo
- GRASS SWALE**
Jardín de Lluvia



The Dalles City Council

MONDAY, MARCH 28, 2022 | 5:30 PM



Total Maximum Daily Limits (TMDL) Text Amendments - History

- September 16, 2021 - Planning Commission recommending to City Council for adoption of *Total Maximum Daily Load Implementation Plan*.
- November 22, 2021, City Council approved the TMDL.

Adopted Implementation Plan includes existing management strategies:

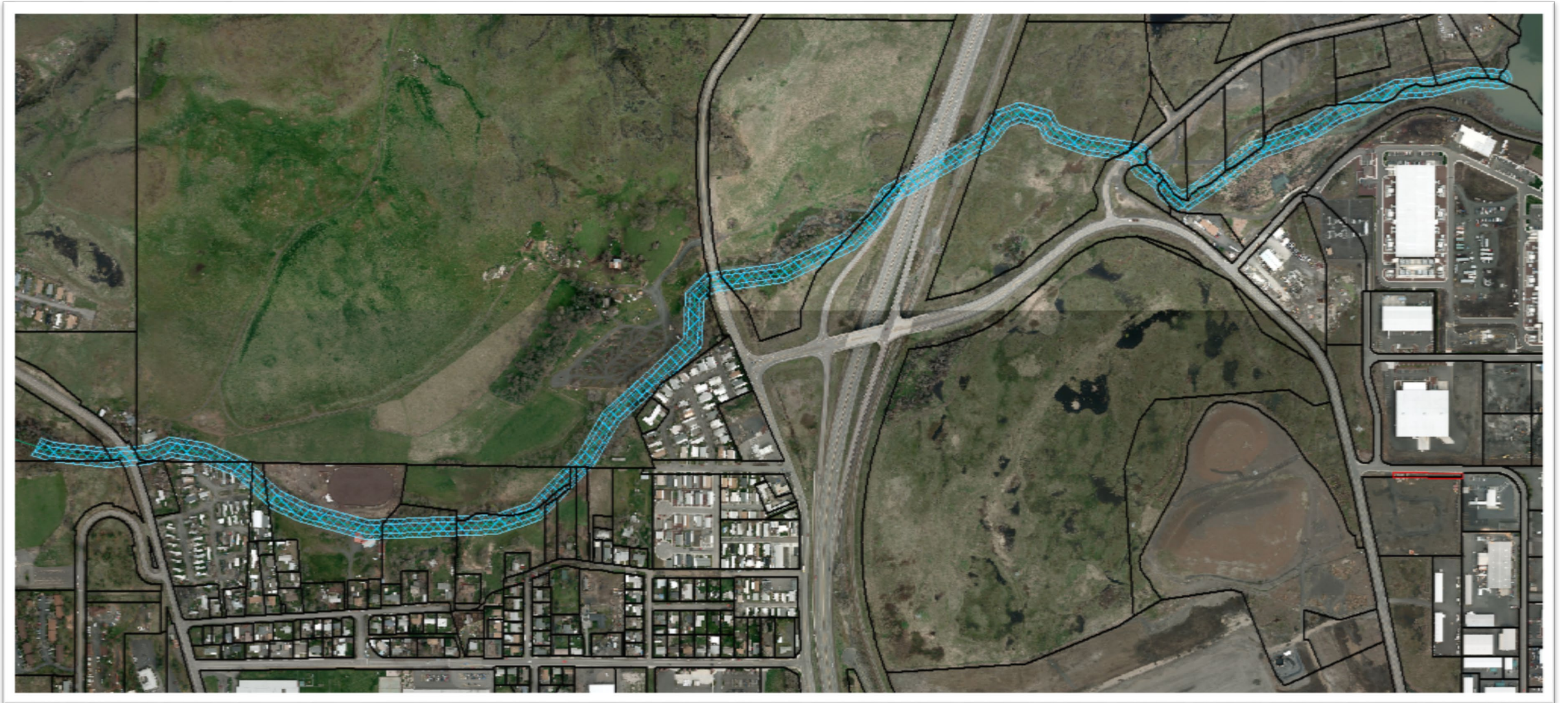
- Education about riparian protection
- Evaluation of roads located along perennial streams
- Restoration of river shading and/or channel conditions
- Consideration of riparian protection ordinances and low impact development building practices.



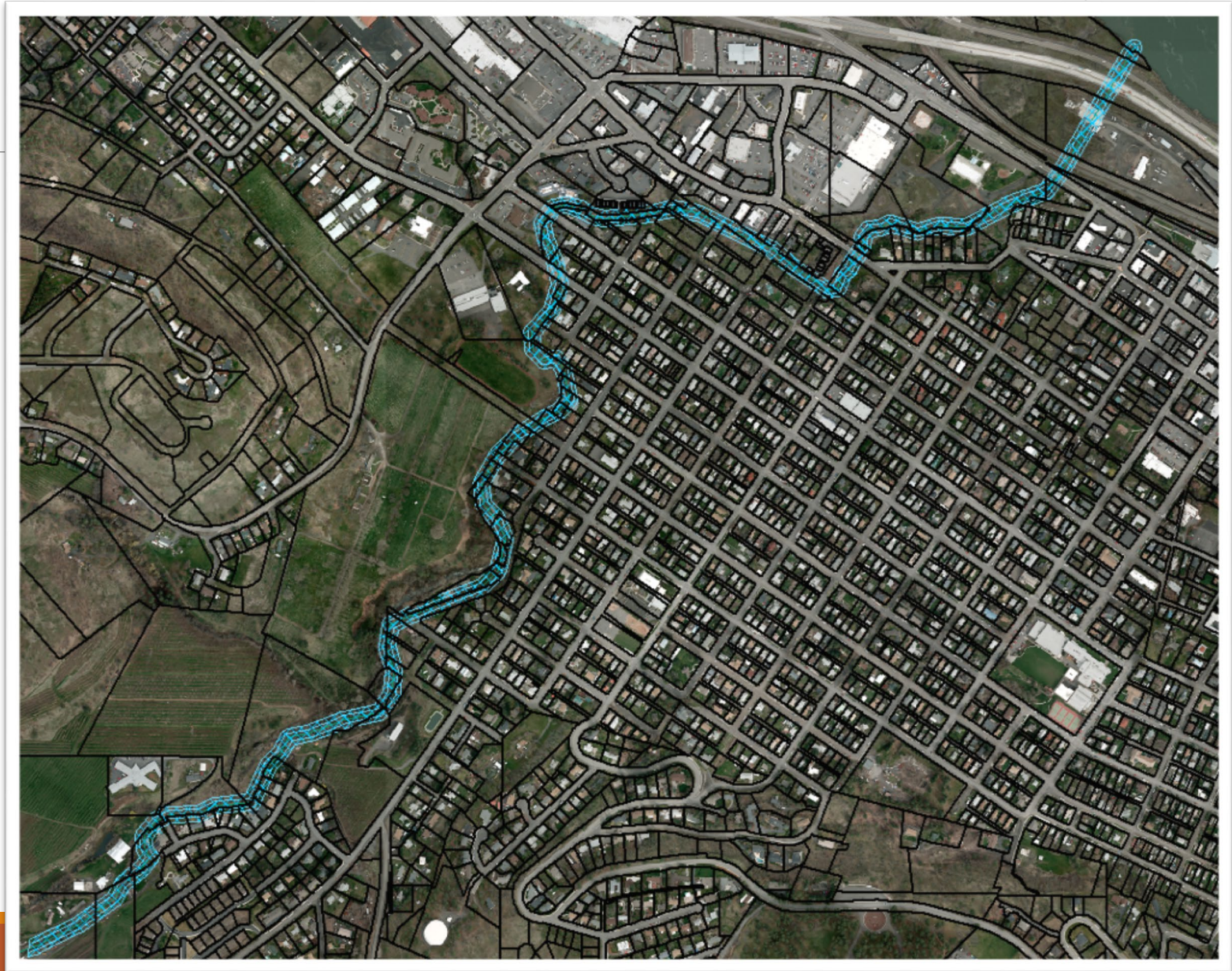
Total Maximum Daily Limits (TMDL)

- Municipal Code implements and regulates, references a Stream Corridor (SC) Overlay for Chenoweth Creek, Mill Creek and Threemile Creek:
 - SC Overlay zone complies with the safe harbor provisions of OAR
 - SC Overlay applies to UGB and includes the corridor extending upland 50 feet from the tops-of-bank.
 - All new development needs to be located outside of the SC Overlay.
 - 50-foot setback required for new development. Two ways it can be reduced:
 - “Stream Corridor Setback Modification”
 - “Hardship Adjustment”.
 - The CDD is proposing to update these two exceptions in the Municipal Code by reducing the potential setbacks allowed.

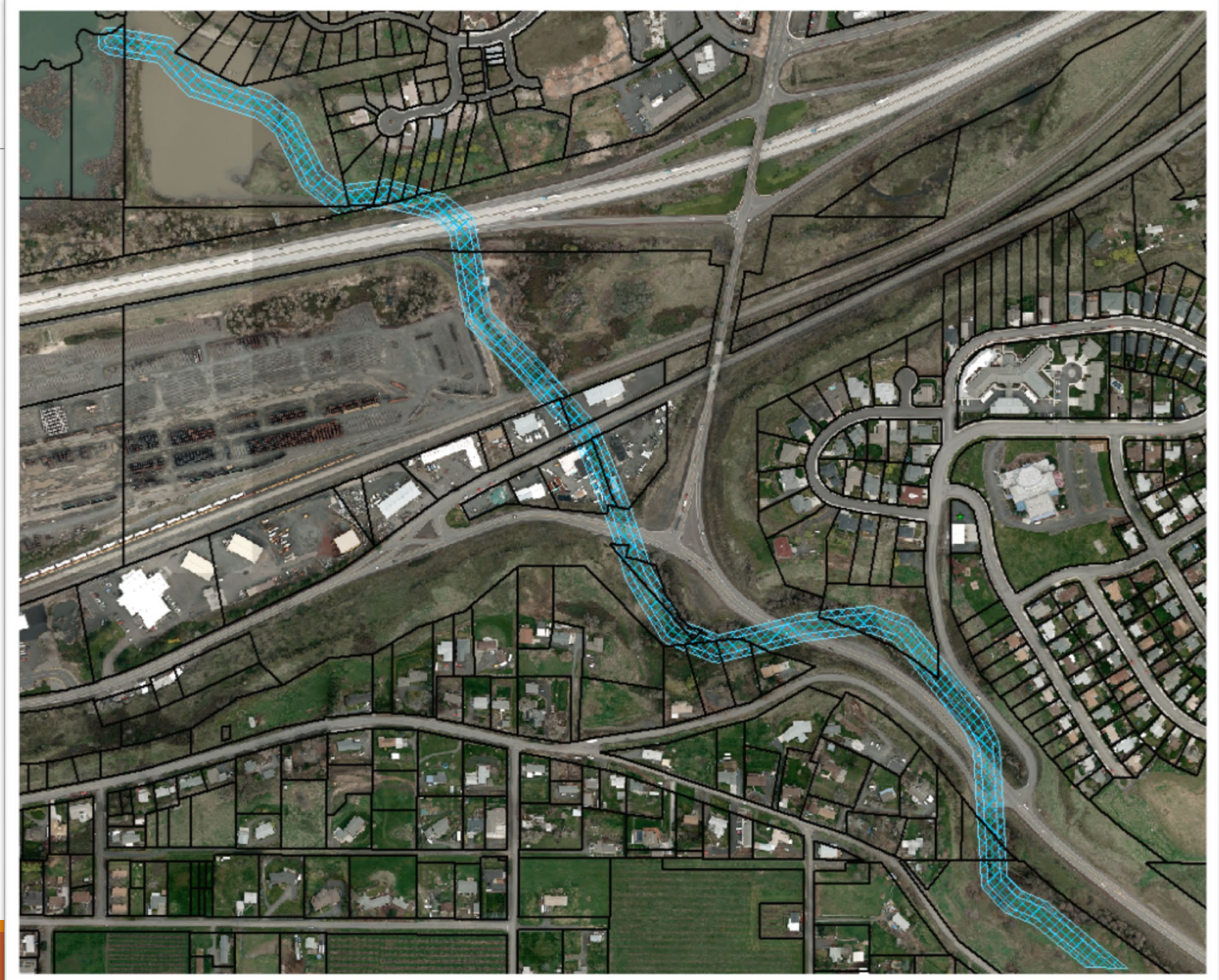
Chenoweth Creek – Stream Corridor Overlay



Mill Creek – Stream Corridor Overlay



Three Mile Creek – Stream Corridor Overlay



The Dalles Municipal Code

Article 10.5 – Stream Corridor Overlay Boundaries

10.5.130.030 Determination and Modification of SC Overlay District Boundaries

The stream corridor setbacks shall be 50 feet from the top-of-bank as shown on The Dalles Stream Corridor Inventory. An applicant for development may rely on this map to determine how a stream corridor setback affects an individual property. However, this mapped setback may be modified ~~in two ways~~:

Determination:

- A. Stream Corridor Delineation Process. The Planning Director may approve a modification stream top-of-bank (“bankfull stage” or the “two year recurrence flood elevation” defined in DSL Administrative Rules (OAR 141-085-0510(5)), based on site survey prepared by a registered land surveyor. The required setback shall be revised accordingly.*

TMDL Text Amendment – Proposed Update #1

Modification:

Remove Section 10.5.130.030(B) which currently allows for the 50-foot stream setback to be reduced by 50% when a riparian restoration plan is submitted. Removing this setback modification provision will bring our code in compliance with State of Oregon safe harbor rules and regulations. Removal of this reduction will be proposed for City Council consideration:

- ~~*B. Stream Corridor Setback Modification. The Planning Director may reduce the stream corridor setback in “developed” areas shown on The Dalles Stream Corridor Inventory to 25 feet when all of the following criteria are satisfied:*~~
- ~~*1. The applicant agrees to restore riparian vegetation within the remaining 25-foot setback area by implementing a riparian restoration plan approved by the Planning Director.*~~
 - ~~*2. The riparian restoration plan shall be prepared by a wetland scientist, government agent, or other professional with expertise in riparian plants and restoration techniques acceptable to the Planning Director.*~~
 - ~~*3. The plan shall ensure removal of invasive plant species and replacement with suitable native plant species that will effectively shade the stream and minimize stream bank erosion.*~~
 - ~~*4. The plan shall include provisions for monitoring and replacement of native plants over at least a three-year period.*~~
 - ~~*5. The Planning Director may require a riparian conservation easement for the remaining protected stream corridor.*~~

TMDL Text Amendment- Proposed Update #2

Modification:

Amend Section 10.5.130.030(C) that allows for a Hardship Adjustment of 67% to the 50-foot stream setback (allowed 33.5 feet). Proposal of reducing the Hardship Adjustment of 40% to the 50-foot setback (allowed 20 feet):

- A. Hardship Adjustment. The Planning Commission may approve a hardship adjustment to the stream setback provisions of this chapter, without going through a formal variance process, under the following circumstances:*
- 1. Where application of the stream setback provisions of this chapter makes it impossible to build a structure (including a building, required parking and access) otherwise permitted in the underlying zoning district, the Planning Commission may allow reductions of the setback standards of the underlying zoning district by up to **67% 40%** (to permit the siting of such structures to avoid infringing on the stream setback area.*

TMDL Text Amendment - Proposed Update #3

Modification:

Amend Section 10.5.130.030(C)(2), which allows 3,000 square feet of impervious surface area within the 50-foot stream setback if it is still considered impossible to build after considering the effect of a Hardship Adjustment. A maximum of 500 square feet of impervious surface area within the 50-foot setback:

2. *If, after considering the effect of hardship setback adjustments, it is still impossible to build a structure permitted in the underlying zoning district, the Planning Commission may approve up to **3,000 500** square feet of impervious surface area within the required stream setback area, provided that:*
 - a. *The structure, parking and access area is located as far from the top of bank as reasonably possible; and*
 - b. *The applicant submits a stream corridor restoration plan prepared to the specifications ~~set forth in Section 10.5.130.030(B)~~ as follows:*
 1. *The stream restoration plan shall be prepared by a wetland scientist, government agent, or other professional with expertise in riparian plants and restoration techniques acceptable to the Planning Commission.*
 2. *The plan shall ensure removal of invasive plant species and replacement with suitable native plant species that will effectively shade the stream and minimize stream bank erosion.*
 3. *The plan shall include provisions for monitoring and replacement of native plants over at least a three-year period.*
 4. *The Planning Commission may require a riparian conservation easement for the remaining protected stream corridor.*

TMDL Text Amendment – Next Steps

- **March**

- Submittal of formal land use application for the Zoning Ordinance Amendments.
- Notice sent to the Department of Land Conservation and Development (DLCD)
- Notice sent to Wasco County Planning.

- **April**

- Notifications of the Legislative Public Hearings before the Planning Commission and City Council will be published in the local newspaper.
- April 12th - Planning Commission Public Hearing

- **May**

- May 9th - City Council Public Hearing



The Dalles City Council

END



The Dalles City Council

MONDAY, MARCH 28, 2022 | 5:30 PM

Regulatory Basis for Economic Opportunities Analysis and Employment Buildable Lands Inventory

Economic Opportunities Analysis (OAR 660-009-0015).

- Identify the major categories of industrial/employment uses that could be expected to locate or expand.
- Identify the number of sites needed to accommodate projected employment growth.
- Inventory vacant and developed lands for industrial or other employment use.
- Estimate types and amounts of industrial and other employment uses likely to occur.

Comprehensive Plans - Industrial and commercial development policies (OAR 660-009-0020).

- Cities over 2,500 are required to develop commercial and industrial development policies based on the EOA.
- Must state objectives for economic development and identify categories/types of industrial/employment uses desired.
- Must include policies that commit the City to designate adequate employment sites.
- Plan must also include policies to provide necessary public facilities and transportation facilities.

Implementation Policies and Measures - Designation of lands for industrial and commercial uses. (OAR 660-009-0025).

- Cities must adopt measures to implement policies adopted pursuant to OAR 660-009-0020.
- Include amendments to plan/zone map designations, land use code, public facility plans & transportation plans.
- Plans must identify the approximate number, acreage and characteristics of sites needed to accommodate industrial/employment uses to implement policies.

Employment Buildable Lands Inventory Comprehensive Plan Text Amendments - History

- **October 2020**, Angelo Planning Group Angelo Planning Group (APG) completed the methodology and updated results of the 2020 Employment Buildable Lands Inventory (BLI).
- **November 19, 2020**, the Planning Commission recommended that the City Council adopt the EOA/BLI.
- **February 8, 2021**, City Council discussion on options and staff's ability to complete the amendments.
- **April 12, 2021**, City Council unanimously agreed with the Planning Commission's recommendation.

Employment Buildable Lands Inventory Comprehensive Plan Amendments

- *The Dalles Comprehensive Plan, Volume II Background Documents* to be updated/added:
 - Economic Opportunities Analysis (Bridge Economic Development, 2019)
 - Economic Development Action Plan (Bridge Economics Development, 2019)
 - Buildable Land Inventory Memorandum (Angelo Planning Group, 2020)
- **Goal #9 Economic Development** goal to be updated reflecting details included in EOA/BLI:
 - *Purpose Statement* to be removed
 - *Background Narrative* updated
 - *Economic Overview* updated
 - *Economic Forecast* updated
 - *Economic Opportunities (2018) and Action Plan (2019-2024)* updated
 - *Findings and Conclusions* updated
 - *Economic Development Goals*, one item added
 - *Goal #9 Policies* updated
 - *Goal #9 Implementation Measures* added

Goal # 9 Policies, updated (1-9)

Goal 9 Policies

1. Promote and support diversification of The Dalles' economic base focusing on growth of family wage jobs.
2. To the extent possible, designate within the existing UGB suitable land with site size and locational characteristics required by targeted employment.
3. Coordinate with property owners to retain large commercial and industrial sites identified in the EOA for their intended commercial and industrial uses through zoning and master planning.
4. Actively support redevelopment efforts for under-utilized commercial and industrial sites within The Dalles UGB, recognizing that the Northwest Aluminum site provides the large industrial sites required by targeted employers during the 20-year planning period.
5. Commercial and service uses in the City's industrial zones should be limited to small-scale retail and service uses that cater primarily to local area employees and customers and support surrounding businesses.
6. Plan for and make adequate public investments to meet the existing and future demands of industrial, commercial, and residential growth in The Dalles.
7. Encourage investment in The Dalles Central Business District, and support project activities in the Columbia Gateway/Downtown Urban Renewal Plan.
8. Encourage tourism-related services as an element in the diversification of the community's economy.
9. Support growth of businesses that create destinations that create destinations and experiences for residents of The Dalles and visitors.

Goal # 9 Policies, updated (10-21)

10. Encourage the continued development of the Mid-Columbia Medical Center and other health services as an important resource to the economic base of The Dalles, and as an important element in extending the perimeter of The Dalles' trade area.
11. Support and encourage the Columbia Gorge Community College in providing workforce development and training to meet the needs of new and existing businesses in The Dalles.
12. Maintain The Dalles position as a primary agribusiness trade center by encouraging the growth of those businesses providing agricultural supplies and services, and those processing and marketing agricultural products.
13. Support the forest products industry as an element of the economy.
14. Encourage the start-up and growth of small to medium sized businesses providing family wage jobs. Develop reasonable standards to allow home business start-ups.
15. Encourage siting of new industries in The Dalles, and encourage existing industries to maintain high environmental standards.
16. Reserve industrial zones for industrial uses and uses compatible with industry.
17. Review and revise administrative policies and procedures to streamline the planning process, and reduce delays in obtaining development approvals.
18. Coordinate economic planning and development with industrial development at Dallesport.
19. Encourage educational, cultural, social and employment opportunities to enhance the quality of life in The Dalles for all age and income groups.
20. Plan for and implement appealing streetscapes that encourage personal interaction, accommodate public gatherings, and enhance the experience of shoppers and workers.
21. Encourage cooperation between public and private sectors to support economic growth.

Goal # 9 Policies, updated (22-27)

- 22. Make prudent investments in The Columbia Gorge Regional Airport as needed to accommodate airport development.
- 23. Pursue development of higher employment densities in areas with planned or existing facilities, utilities, and transportation infrastructure.
- 24. Establish streamlined permitting processes that allow for business expansions and modifications without undergoing the same level of review as new development.
- 25. Ensure The Dalles has the services and amenities necessary to attract workers and provide the services they need, such as medical services, child care services, educational training opportunities, public transportation, retail and restaurants, and other necessary amenities.
- 26. Support and encourage infill and redevelopment, especially in existing commercial areas, as a way to use land and infrastructure more efficiently.
- 27. Facilitate and support business incubators and other methods to assist start-up businesses

Goal #9 Implementations Measures, added

1. Expand the Existing Industry Base

- Collaborate with MCEDD and other stakeholders to coordinate activities.
- Engage with existing organizations to determine barriers to address at the City and to foster collaboration.
- Align downtown urban renewal plan and visioning with the Economic Development Action Plan
- Prepare an inventory of sites and buildings that clearly define and highlight the infrastructure and inventive assets within the City.
- Promote a proactive permitting process and culture.
- Promote the Columbia Gorge Regional Airport Business Park
- Invest and promote maker space collaborations.
- Support, sponsor, and promote startup collaboration networking events in downtown.
- Encourage master planned redevelopment of the Northwest Aluminum site that retains larger parcel sizes for targeted industries.

Goal #9 Implementations Measures, added

2. Grow and Attract Talent

- Encourage affordable and diverse housing types for a variety of residents.
- Encourage new higher-end market rate housing development for high-wage workforce.
- Enhance youth access to Science, Technology, Engineering, and Math (STEM) related occupations.
- Develop a consistent message for business to attract workers.

3. Create Place

- Determine and permit the necessary public infrastructure to encourage the desired private investment in conjunction with the project.
- Enhance the visual appearance in the Downtown Area.
- Define and promote a vision for The Dalles
- Attract new retailers
- Enhance and promote the bike trail network surrounding The Dalles
- Work with stakeholders such as Main Street, Chamber of Commerce, tourism organization, Northern Wasco County Park and Recreation District, and others to enhance promotion of the Gorge
- Conserve historically significant places and properties, and aid in the rehabilitation of buildings and properties, particularly in the Downtown Historic District.

Next Steps

- **March**

- Submittal of formal land use application for the Comprehensive Plan Amendments.
- Notice sent to the Department of Land Conservation and Development (DLCD)
- Notice sent to Wasco County Planning.

- **April**

- Notifications of the Legislative Public Hearings before the Planning Commission and City Council will be published in the local newspaper.
- April 12th - Planning Commission public hearing

- **May**

- May 9th - City Council public hearing



The Dalles City Council

END

RESOLUTION NO. 22-001

**A RESOLUTION CONCURRING WITH THE MAYOR'S APPOINTMENTS
TO THE BEAUTIFICATION COMMITTEE**

WHEREAS, there is a vacancy on the Beautification Committee;

WHEREAS, the Mayor has elected to appoint Kelsey Alsheimer to fill the open position;

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

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

Kelsy Alsheimer to the Beautification Committee, with no term expiration.

Section 2. This Resolution shall be effective April 11, 2022.

PASSED AND ADOPTED THIS 11th DAY OF APRIL, 2022.

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

AND APPROVED BY THE MAYOR 11th DAY OF APRIL, 2022.

SIGNED: _____ ATTEST: _____
Richard A. Mays, Mayor Izetta Grossman, CMC, City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Contract Review Board Item #10A

MEETING DATE: April 11, 2022

TO: Honorable Mayor and City Council

FROM: Dale McCabe, PE, City Engineer

ISSUE: Recommendation for award of 2022 Sanitary Sewer CIPP Lining, Contract No. 2022-003

BACKGROUND: The City of The Dalles Public Works Department advertised for bids for the 2022 Sanitary Sewer CIPP Lining Project, Contract No. 2022-003. The scope of work for the project was stated as follows: “The work to be performed shall consist of furnishing all materials, labor and equipment necessary in the installation of approximately 4,500 feet of sanitary sewer cured in place pipe liner, along with testing and chemical grouting of the service connections. All work will be conducted in accordance with the contract documents.” The sizes of sanitary sewer pipes to be CIPP lined with this project will consist of 769 lf of 8” pipe, 1836 lf of 10” pipe, 759 lf of 12” pipe, 176 lf of 14” pipe, and 999 lf of 24” pipe.

The City currently has about 48,000 feet of clay sanitary sewer pipe in its system that is 50-100 years old, and over 280,000 feet of concrete pipe that is approximately 30-50 years old. Both of these types of pipe can experience cracking, breaks or joint separation that allow roots to intrude into the pipe and cause blockages, or allow sewage to leak out. Breaks in the pipes can also allow ground and/or stormwater to enter the sanitary sewer system thereby increasing flows to the wastewater treatment plant. The Public Works Department has developed a program of annually inspecting, prioritizing, and repairing deteriorated and high maintenance sections of the sanitary sewer or storm sewer systems. The goal of the inspection program is to complete about 15% of the system per year. To date, more than 90% of the system has been video inspected. Nearly all of the clay pipe and much of the concrete pipe needs to be rehabilitated or replaced.

Based on the City’s experiences over the last several years, it has been

demonstrated that slip-lining old sanitary sewer pipes with cured in place pipe (CIPP) is a very cost effective and expedient way to repair the lines without having to excavate and completely replace them. Given the backlog of needed sanitary sewer pipeline rehabilitation, the Public Works Department has tried to complete \$300,000-\$500,000 of contracted slip-lining annually. This fiscal year, \$400,000 was budgeted for this project.

The bid opening for this contract was held on March 29, 2022 at 2:00 pm for which we received four responsive bids. The bids received were as follows:

1. Iron Horse, LLC., in the amount of \$458,107.00.
2. Insta-Pipe, Inc., in the amount of \$469,733.00.
3. Michels Corporation, in the amount of \$515,993.00.
4. Insituform Technologies, LLC., in the amount of \$635,316.82.

The engineer's estimate for this project was \$413,162.00.

The bids were reviewed by City staff to make sure that the proper material was submitted and the bids were deemed complete.

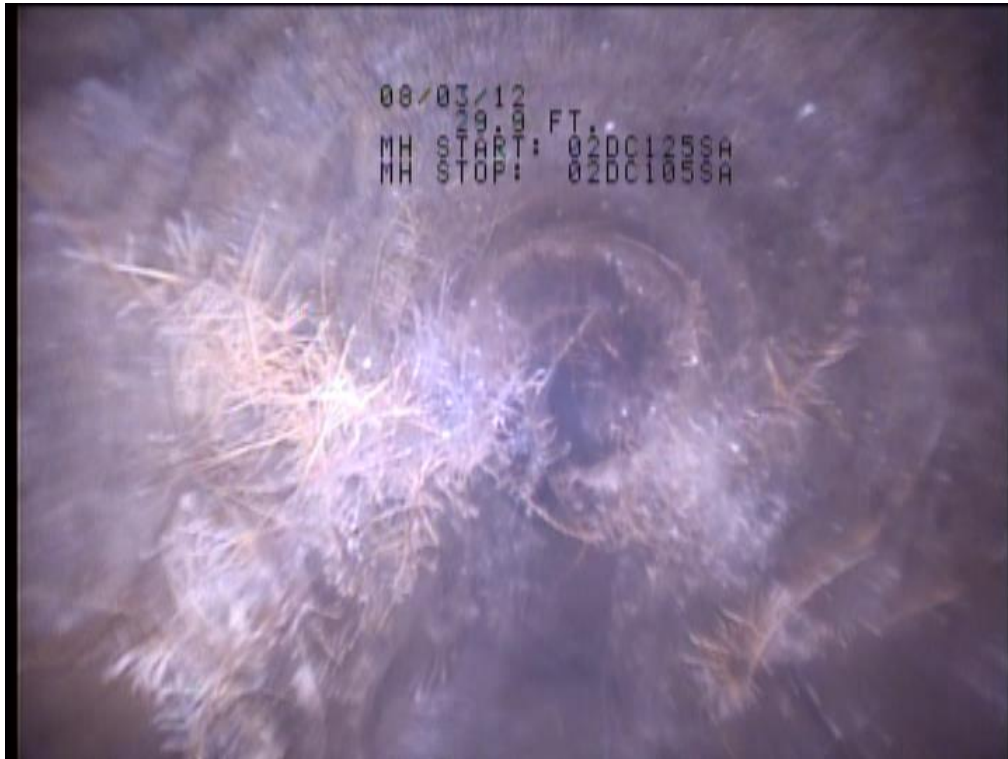
(Included with this staff report are some before and after photos of sanitary sewer lines that have been treated with CIPP lining in recent years because of cracks in the existing line, segments of missing pipe, and root intrusion into the line.)

BUDGET IMPLICATIONS: A total of \$400,000 is budgeted for this project in the Sewer Special Reserve Fund 56, Line Code 7630. (Due to recent inflation rates escalation, the engineer's estimate and the bids ended up slightly exceeding the monies that were originally budgeted for this project). The Sewer Special Reserve Fund 56, Line Code 7630 has a total balance of \$1,181,285.00, therefore, there are sufficient funds available to cover the low bid amount of \$458,107.00.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation:** *Authorize the City Manager to enter into contract with Iron Horse, LLC., for the 2022 Sanitary Sewer CIPP Lining, Contract No. 2022-003, in an amount not to exceed \$458,107.00.*
2. Request that staff provide additional information in response to questions raised by City Council.
3. Deny authorization to proceed with the contract.

Root Intrusion

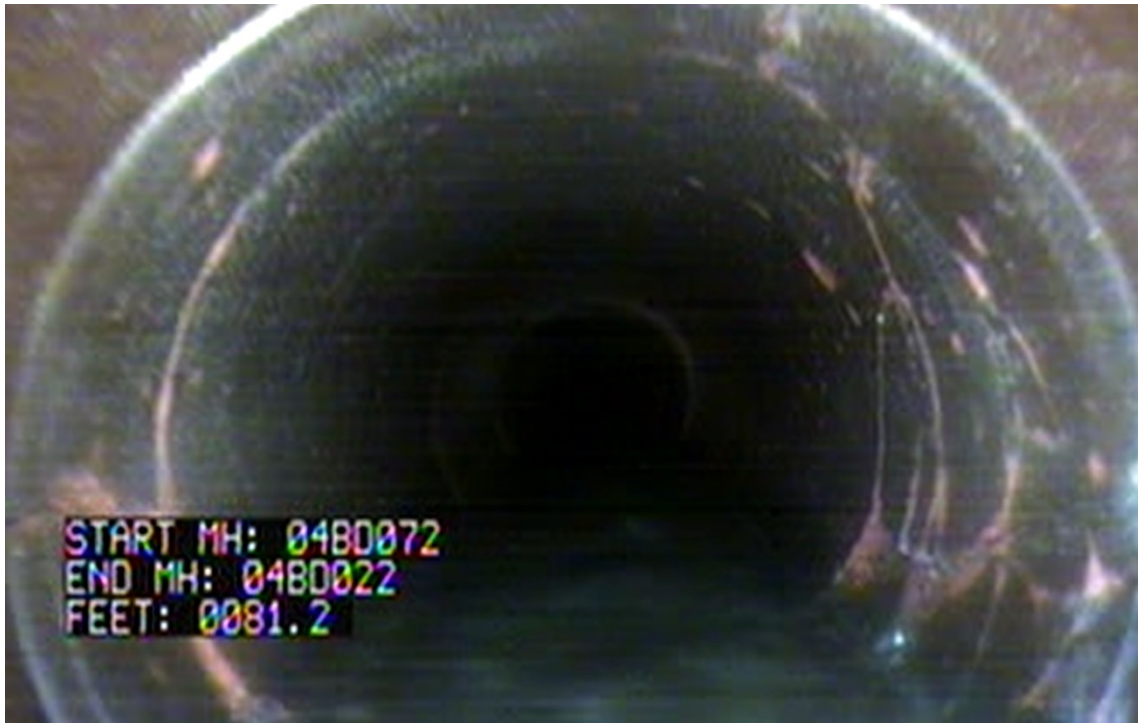


Roots at pipe joints



Same location after pipe lining

Cracks and Fractures

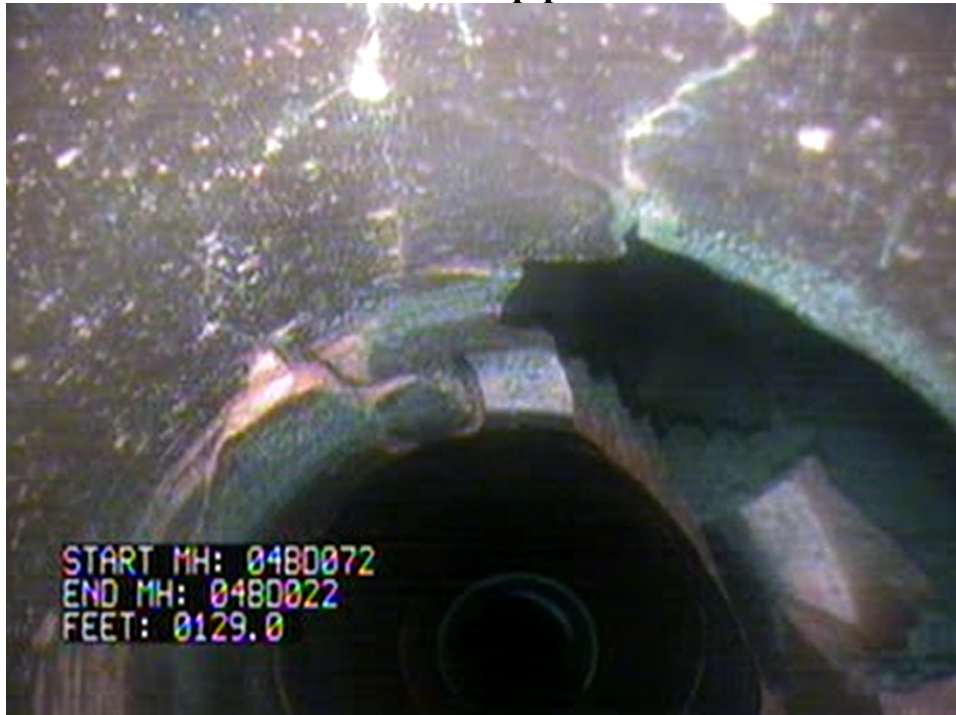


Cracks and fractures forming at the sides



Same location after pipe lining

Hole in pipe



Hole at top right of 8" clay pipe



Same location after pipe lining



AGENDA STAFF REPORT

AGENDA LOCATION: Contract Review Board Item #10B

MEETING DATE: April 11, 2022

TO: Honorable Mayor and City Council

FROM: Jonathan Kara, City Attorney

ISSUE: Authorizing the Mayor to execute an Employment Agreement for City Manager with Matthew Klebes.

BACKGROUND: On March 17, 2022, the Council held an executive session pursuant to ORS 192.660(2)(a) to consider the employment of a City Manager as the City's chief executive officer. Following executive session, the Council authorized the Mayor and City Attorney to make a tentative offer to and negotiate an employment contract with the Council's top candidate, Matthew Klebes, for the position.

The Mayor and I met with Mr. Klebes and tentatively offered the position with the understanding we would negotiate the specific terms of employment in an agreement for the Council's final consideration. The outcome of our negotiations is the Employment Agreement attached to and made part of this Staff Report as Attachment "A".

BUDGET IMPLICATIONS: The Employment Agreement establishes Mr. Klebes salary at \$145,000, stipends for childcare and a cellular phone, severance compensation, healthcare benefits, and retirement contributions.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to authorize the Mayor to execute the Employment Agreement for City Manager with Matthew Klebes as presented.*
2. Direct the Mayor and City Attorney to renegotiate the Employment Agreement for Council's future consideration.
3. Take no action.

ATTACHMENTS

Attachment "A" – Employment Agreement for City Manager with Matthew Klebes

Exhibit "A"



CITY OF THE DALLES

313 COURT STREETS
THE DALLES, OREGON 97058

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

POSITION DESCRIPTION

TITLE: City Manager
DEPARTMENT: City Manager
REPORTS TO: City Council
SUPERVISES: All City Staff

GENERAL DESCRIPTION: Based upon specific powers and duties outlined in The Dalles Charter, the City Manager is the administrative head of the government of the City.

SUPERVISION RECEIVED: Within the scope of powers outlined in the City Charter, the City Manager is responsible to and serves at the pleasure of the City Council.

ESSENTIAL FUNCTIONS:

1. Administers daily operation of all City departments
2. Communicates regularly with City Council, providing information necessary for sound policy and decision making
3. Participates in professional organizations
4. Evaluates personnel programs, services and projects regularly and reports necessary changes and/or progress to City Council
5. Prepares an annual budget message and presents budget to the Budget Committee
6. Establishes, monitors and reports effective fiscal management policies and financial information to Council, Managers and Citizens of The Dalles
7. Ensures that long-term financial goals can be accomplished with available and forecasted resources
8. Develops and maintains effective personnel practices that allow hiring, development, evaluation and rewarding of competent staff throughout the City
9. Administer personnel policies, resolves employee grievances and facilitates labor negotiations with employee organizations
10. Resolves citizen complaints while maintain fairness to all
11. Communicates regularly with the public at large
12. Interacts closely with other government bodies and local civic and business organizations
13. Develops and maintains long range plans to accomplish well-defined goals for the future through strategic planning, accurate demographics and community partnership
14. Negotiates real property transactions and advises Council of soundness of transaction
15. Ensures departmental compliance with purchasing policies

OTHER JOB FUNCTIONS: Performs other related duties as required or assigned by the City Council.

WORKING CONDITIONS: Duties are performed primarily in an office environment, however, travel, overnight stays, attendance at conferences and/or meetings, and site inspections of projects require necessary mobility and commitment of time away from home and office.

QUALIFICATIONS:

GENERAL QUALIFICATIONS:

1. Good oral and written communication skills
2. Overall knowledge of municipal budgeting laws
3. General knowledge of personnel and labor laws
4. Reasonable knowledge of City planning principles and methods
5. Adequate knowledge of data processing systems
6. Familiar with legislative and lobbying processes
7. Knowledgeable of contracting and purchasing

PERSONAL ATTRIBUTES: Ability to:

1. Develop strategic plans
2. Be involved in the community
3. Be a facilitator and consensus builder
4. Promote and tolerate a “change environment”
5. Seek and explore new ideas, methods and procedures
6. Work toward delayed achievements
7. Deal creatively with stress frustration
8. Take risks in order to achieve goals
9. See projects through to completion

EDUCATION AND EXPERIENCE:

1. Bachelor’s degree or equivalent experience
2. Postgraduate course work is desirable
3. Five years of management experience

CITY OF THE DALLES CITY MANAGER PROFILE

ADMINISTRATIVE ABILITY: Demonstrated performance in managing, organizing and directing municipal departments or a multi-functional organization; well-organized; oral and written communication skills; dedicated to continuing education for personal and employee growth and development; broad conceptual skills.

Ability to: instill a “team” spirit (be participative) and motivate staff; develop, present and implement innovative ideas for managing a multi-functional organization; able to delegate with good directional control.

BUDGET AND FINANCE: Basic understanding of municipal budgeting principles; good background in financial matters pertaining to managing a budget of 20-25 million dollars; basic understanding of procurement and financial administration.

Basic understanding of developing alternate forms of financing city functions and projects; grants development, coordinate city budget with consideration for future city needs and council goals.

PERSONNEL ADMINISTRATION: General knowledge of personnel and labor law as pertains to a city and its employees.

Ability to: communicate city goals and needs to employees and council; delegate responsibility; earn and maintain respect of employees and council; develop and maintain a thorough, effective performance evaluation system; maintain an atmosphere of openness and trust with employees, council and citizens. Willingness to support staff.

COMMUNITY RELATIONS: Dedicated to and experienced in building good public relations throughout the community; maintain high visibility and profile in the community; consensus building skills; a personality that has earned and maintained the respect of the citizens; open and honest with citizens.

Ability to: work with and understand the business community; solve citizen problems with fairness and in a courteous and timely manner; build a community image for good first impression to newcomers; develop new partnerships to solve old problems; communicate the need for and generate citizen involvement; work with diverse groups to build consensus and assist them in working toward a common goal.

COUNCIL RELATIONS: Keep the council well informed on a regular basis; enthusiastic about the job; consensus building skills.

Prepare good agendas for meetings with all background material needed for making decisions; carry out Council direction and goals in a timely manner; research new ideas for presentation to the Council. Ability to support Council goals.

INTERGOVERNMENTAL RELATIONS: Ability to: work well with other governmental bodies; look for ways for cooperative efforts among various governmental bodies; use resources

of other agencies to benefit the city and the community; share resources; develop new partnerships to solve old problems.

INNOVATION AND ACHIEVEMENT: Knowledge of/and support for Total Quality Management concepts; ability to enhance existing resources; open to new ways of doing business; innovative methods for funding solutions, i.e., grant, resources.

OTHER: Knowledge of legislative process; contacts with key state personnel; experience in Urban Renewal; ability to offer alternatives; ability to deal with diverse opinions.

EDUCATION AND EXPERIENCE:

1. Bachelor's Degree with evidence of continued professional development.
2. Five years of management experience in a municipality or equivalent organization.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (**Agreement**) is made and entered into by and between the City of The Dalles, a municipal corporation of the State of Oregon (**City**), and Matthew Klebes, an individual (**Manager**).

WHEREAS, on March 17, 2022, the City Council (**Council**) held an executive session pursuant to ORS 192.660(2)(a) to consider the employment of a City Manager as the City's chief executive officer;

WHEREAS, on March 17, 2022, the Council publicly authorized the Mayor and City Attorney to make a tentative offer to and negotiate an employment contract with the top candidate, Matthew Klebes, for the position of City Manager;

WHEREAS, the City desires to employ the services of Matthew Klebes as its City Manager, as authorized by and pursuant to Section 21 of the City Charter, and to provide certain benefits, establish specific conditions of employment, and set working conditions of said employee; and

WHEREAS, Matthew Klebes desires to accept employment as the City Manager of the City of The Dalles, Oregon, under the terms and conditions recited herein.

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

Section 1. Duties.

The City hereby agrees to employ Manager as the City Manager of the City to perform the functions and duties specified in the City Charter and to perform such other legally permissible and proper duties and functions as the Council shall from time to time assign, including but not limited to those duties and functions described in the position description, attached to and made part of this Agreement as Exhibit "A".

In carrying out these duties and functions, Manager shall:

- Make recommendations to the Council regarding needed policies, procedures, and changes necessary to meet the needs of the community, and the City, and carry out the goals and objectives established by Council;
- Meet annually with the Council to establish and review the vision, goals and objectives of the City. Decisions and actions generated by the goal-setting sessions shall supplement the annual budgetary process and serve as a guide in the formulation of the budget. The Manager shall be responsible for determining the involvement of City staff in said meetings. Manager shall provide quarterly reports to the Council concerning the progress towards achieving the Council's goals and objectives;
- Aggressively pursue and carry out the goals and objectives set by the Council;
- Assist the Council in impacting state and national bodies and organizations so as to carry

out the goals and objectives set by the Council;

- Be responsible for critically reviewing, analyzing, reorganizing, and modifying the work efforts of staff and for the organization or reorganization of City employees and departments so as to carry out the goals and objectives set by the Council;
- Be responsible for receiving City Councilor requests, complaints, inquiries, and concerns regarding the functioning of the City and coordinating and ensuring City staff responses to City Councilors in a timely manner; and
- Take the lead, working with Council, to improve cooperation with other governmental entities to support the local economy, solve mutual problems, and bring about improved and more effective relationships.

Section 2. Term.

2.1 Service at the Pleasure of the Council.

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate Manager's services at any time, subject only to the provisions set forth in this Agreement. The City and Manager recognize Section 21(5) of the City Charter provides:

The Manager shall be appointed for an indefinite term and may be removed by the Council at its pleasure.

2.2. Right to Resign.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with Manager's right to resign at any time from the employment position with the City, subject only to the provisions set forth in this Agreement.

2.3 Term of Agreement.

This Agreement shall be in effect from May 16, 2022 (Effective Date), reviewed on an annual basis, and continue in effect until modified by written agreement of the Parties or terminated by either Party.

Section 3. Suspension and Termination.

3.1 Suspension with Pay.

The City may, by a majority vote of the Council, suspend Manager with full pay and benefits at any time during the term of this Agreement, for a period not to exceed ninety (90) days.

3.2 Suspension without Pay.

The City may suspend Manager without full pay and benefits at any time during the term of this Agreement, but only after:

- (1) Manager and a majority of the Council so agree in writing;
- (2) a hearing and the majority of the Council votes to suspend Manager; however, Manager shall be given written notice setting forth any charges at least seven (7) working days prior to such hearing by the Council; or
- (3) a request by the Council to discuss allegations made about Manager's activities relating to job performance and Manager refuses to discuss those allegations with the Council.

3.3 Definition of Termination.

Termination by the City without cause, as used in this Agreement, means:

- (1) Manager's discharge or dismissal by the Council without cause;
- (2) Manager's resignation following a salary reduction greater in percentage than an across-the-board reduction for all City employees;
- (3) Manager's resignation following a formal resignation request by the Council; or
- (4) a termination in the event of a medically determined lack of fitness for duty pursuant to this Agreement.

In the event of termination by the City for cause, Manager shall be given three (3) days' written notice of the cause for termination and shall be provided an opportunity to respond to Council in person or in writing.

3.4 Severance Compensation.

In the event of termination by the City without cause, Manager shall receive, at least, six (6) months' salary and City-paid COBRA continuation coverage for Manager's and Manager's dependents' health, dental, and vision insurance policies as severance compensation; provided, however:

- (1) Manager shall receive an additional one (1) months' salary and City-paid COBRA continuation coverage for every full year of performance under this Agreement, capping at a maximum of twelve (12) months' salary and City-paid COBRA continuation coverage after six (6) years of Manager's performance from the Effective Date; and
 - a. City-paid COBRA continuation coverage, as used in this Agreement, means the City will pay the full premium and administrative fees connected with maintaining Manager's coverage.

- (2) Manager executes a full and final release of all claims arising from Manager's employment or termination of employment, in a form approved by the City Attorney, as a condition precedent to receiving any severance compensation.

Section 4. Voluntary Resignation.

In the event Manager voluntarily resigns from the City Manager position with the City, Manager shall give the City sixty (60) days' advance notice (exclusive of any vacation time) of said resignation.

Section 5. Compensation.

5.1 Salary.

The City agrees to pay Manager for services rendered pursuant to this Agreement an annual salary of \$145,000, payable in monthly installments at the same time as other employees of the City are paid. Any increase in salary will be negotiated between the City and Manager based upon an annual evaluation of Manager's performance; provided, however, Manager's salary shall receive a reasonable merit increase commensurate with Manager's performance (excluding cost-of-living adjustments based on the United States Bureau of Labor Statistics Consumer Price Index applicable to the City, as determined by the City Attorney) upon meeting the City's yearly expectations as determined by the Council. The performance evaluation will be based upon a current position description which may be revised by the Council from time to time.

5.2 Retirement.

The City shall contribute ten percent (10%) of Manager's base pay and shall pay an additional six and one-half percent (6.5%) of Manager's base pay (on the Manager's behalf) to the retirement program provided by Standard Insurance pursuant to 26 U.S.C. § 401(a) commencing on the Effective Date. The City, as administrator of the retirement program and in consideration of Manager's previous City-employment, agrees to:

- (1) credit Manager three (3) years of enrollment time towards vesting under the program commencing on the Effective Date; and
- (2) reconstitute the City's previous contributions to Manager's retirement account in the amount of \$14,993.68.

5.3 Stipends

The City agrees to provide Manager with:

- (1) a five hundred dollar per month (\$500/month) stipend to cover Manager's childcare expenses; and
- (2) a one hundred dollar per month (\$100/month) stipend to cover Manager's cellular phone expenses.

Section 6. Professional Development.

6.1 Dues.

The City agrees to budget and pay Manager's professional dues for the following organizations:

- (1) International City Managers Association (ICMA);
- (2) Oregon City/County Management Association (OCCMA); and
- (3) additional and budgeted professional organizations.

6.2 Conferences and Training.

The City agrees to pay Manager's budgeted travel, lodging, and food for professional and official travel, meetings, and occasions adequate to continue the professional development of Manager and to adequately pursue necessary official and other functions of the City, including but not limited annual conferences of the above professional organizations, the League of Oregon Cities, and such other national, regional, state, and local conferences as appropriate.

Section 7. Evaluation.

The Mayor and Council shall review and evaluate Manager's performance annually by no later than May 31. Evaluations shall be based upon the current position description and goals developed by Manager and the Council. The evaluations shall be conducted in a manner consistent with Oregon law and shall be communicated to Manager in an executive session held pursuant to ORS 192.660(2)(a) unless Manager requests otherwise. The evaluations may result in modifications to this Agreement.

Section 8. Health and Life Insurance.

The City agrees to provide Manager and pay for medical insurance coverage, disability insurance benefits, and life insurance benefits under the same policies and programs under which such coverage and benefits are provided to all exempt employees. All coverages and benefits described herein become effective the first day of the first month following the Effective Date; provided, however, City shall pay Manager's and Manager's dependents' COBRA continuation coverage costs for Manager's current non-City policies until Manager's City coverages and benefits become effective.

Section 9. Bonding.

The City shall bear the full cost of any fidelity bond or any other bonds required of Manager under the City Charter, ordinances, or Oregon law.

Section 10. Residency.

Manager shall maintain residency within the city limits of the City during the term of this Agreement.

Section 11. Manager's Fitness.

11.1 Medical Examination for Fitness Determination.

If a question exists concerning Manager's ability to perform job-related functions, the City may require Manager to submit to a medical examination performed by a physician licensed to practice medicine in the State of Oregon. In the event the City and Manager cannot mutually agree upon the physician to conduct the examination, the City shall select the physician. The examination shall be done at the City's expense. The physician's report shall be limited to issues concerning Manager's ability to perform the essential job functions of the position, with or without a reasonable accommodation, and the report shall be provided to Council for its review with a copy to Manager.

11.2 Termination for Lack of Fitness.

In the event the City determines, in reliance upon the physician's report on and after an interactive process with Manager, Manager cannot perform the essential functions of the position of City Manager with reasonable accommodation, the City shall have the option to terminate Manager.

Section 12. Hours of Work and Outside Activities.

12.1 Manager's Time.

The City Manager must devote a great deal of time outside normal office hours to the business of the City, for which Manager shall be provided ten (10) executive days off each fiscal year, to be used during that fiscal year or else deposited into Manager's Health Reimbursement Arrangement Voluntary Employee's Beneficiary Association Plan account for tax-free reimbursement of Manager's and Manager's dependents' eligible healthcare expenses and insurance premiums before or during retirement, unless extended by Council.

12.2 Outside Business.

Manager shall not be compensated for any time spent on non-City connected activities without the prior written approval of the Council.

Section 13. Other Terms and Conditions of Employment.

13.1 Amendments to Agreement.

The Parties shall, by written amendment to this Agreement, fix such other terms and conditions of employment from time to time, as the City may determine, relating to the performance by Manager in the position of the City Manager, provided such terms and conditions are not inconsistent with or in conflict to the provisions of this Agreement, the City Charter, or any other law.

13.2 City Rules and Regulations.

All provisions of the City Charter, Council ordinances and resolutions connected with City employees, the City's retirement plan with Standard Insurance, and the provisions of the Exempt/Non-Union Employee Handbook as they now exist, and hereafter may be amended, shall apply to Manager as applicable to other employees of the City, in addition to said benefits enumerated specifically for Manager's benefit, except as provided in this Agreement.

Section 14. General Provisions.

14.1 Entire Agreement.

The text herein shall constitute the entire agreement between the Parties.

14.2 Severability.

If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or portion thereof shall be deemed severable. All other sections shall be unaffected and remain in full force and effect.

Section 15. Notices.

Notices pursuant to this Agreement shall be given by deposit into the custody of the United States Postal Service, by certified mail, postage prepaid, and addressed as follows:

To the City:

Mayor, City of The Dalles
City Hall
313 Court Street
The Dalles, OR 97058

To Manager:

Matthew Klebes
726 E. 18th Street
The Dalles, OR 97058

with a copy to:

City Attorney, City of The Dalles
City Hall
313 Court Street
The Dalles, OR 97058

Alternately, notices contemplated pursuant to this Agreement may be served personally in the same manner as is applicable to civil judicial practice. Notice shall be deemed to be given as of the date of personal service or date of deposit of such written notice with the United States Postal Service.

Signature page follows.

IN WITNESS WHEREOF, the Parties have executed this **EMPLOYMENT AGREEMENT** this ____ day of April, 2022.

CITY

MANAGER

Richard A. Mays, Mayor

Matthew Klebes

ATTEST:

Izetta Grossman, CMC, City Clerk

Approved as to form:

Jonathan M. Kara, City Attorney



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #11A

MEETING DATE: April 11, 2022

TO: Honorable Mayor and City Council

FROM: Dave Anderson, Public Works Director

ISSUE: Adoption of Resolution No. 22-012, a Resolution accepting a Dedication of a Portion of Property on West 15th Street from the Marlin and Constance Nunnally Revocable Living Trust for Public Street Purposes

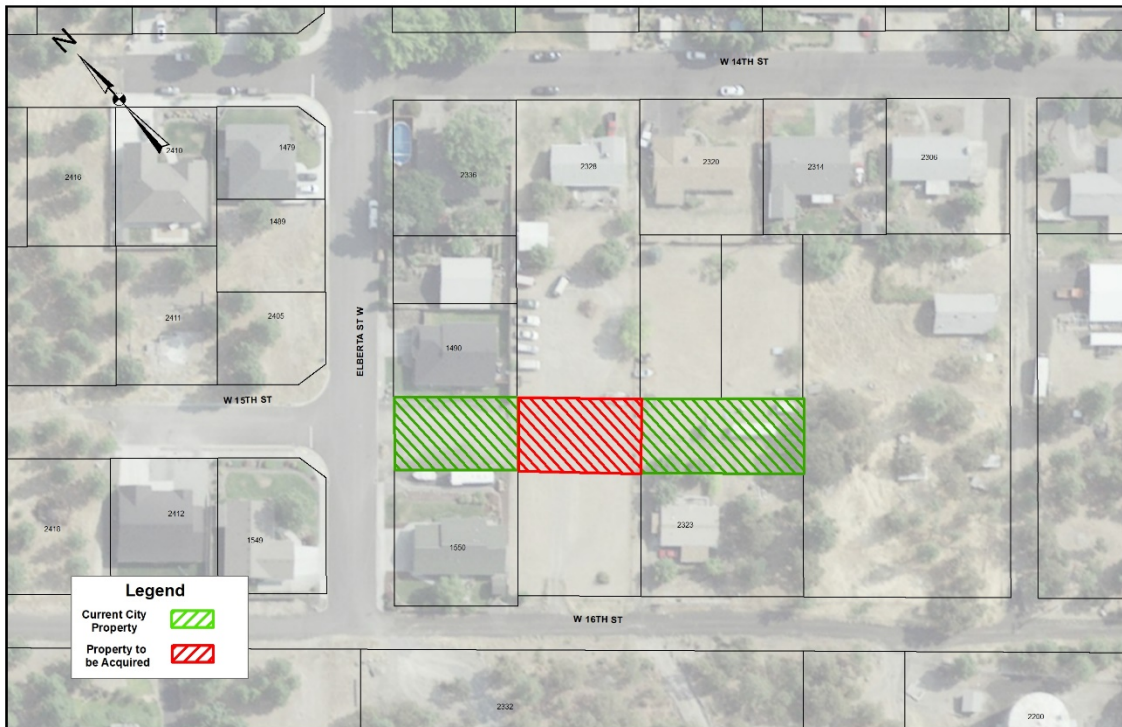
BACKGROUND: The City has been working for several years to acquire properties that would allow for the future development of West 15th Street extending southeast from Elberta Street. This acquisition is needed to support the future full development of this residential area by providing access and utility corridors to properties that are otherwise landlocked by other properties.

Since 2004, the City has acquired two properties immediately adjacent to a parcel that is owned by the Marlin and Constance Nunnally Revocable Living Trust (Trust). After extensive negotiations, the Trust agreed to dedicate the property to the City in exchange for payment of \$44,199.00 which equates to \$9.00 per square foot. This value was found to be in line with the lower end of other recent property sales in that area. The map below shows the property that is proposed to be dedicated to the City.

BUDGET IMPLICATIONS: The opportunity to acquire this property came up after the development of the current FY2021-22 budget and was therefore was not specifically identified in the budget. However, there are adequate funds in the Street Fund, line 005-0500-000,75-10 to support this purchase. This expenditure was anticipated when the projections for the end of year balances were developed; with this expenditure, there is projected to be a year-end balance of \$171,438.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to adoption of Resolution No. 22-012, accepting a dedication of property from the Marlin and Constance Nunnally Revocable Living Trust for public street purposes.*
2. Decline the dedication.



ATTACHMENTS:

Resolution No. 22-012 w/ Deed of Dedication

RESOLUTION NO. 22-012

A RESOLUTION ACCEPTING DEDICATION OF A PORTION OF PROPERTY ON WEST 15TH STREET FROM THE MARLIN AND CONSTANCE NUNNALLY REVOCABLE LIVING TRUST, THE 26TH DAY OF JULY, 2005, AND ANY AMENDMENTS THERETO FOR PUBLIC STREET PURPOSES

WHEREAS, the City of The Dalles (**City**) has acquired properties on each side of that certain property owned by the Marlin and Constance Nunnally Revocable Living Trust, the 26th day of July, 2005, and any amendments thereto (**Trust**) for the future development of West 15th Street for public street purposes;

WHEREAS, the Trust has indicated a willingness to dedicate that certain Property, described in the attached Deed of Dedication, to the City for public street purposes; and

WHEREAS, the City Council concurs dedication of the Property for public street purposes is in the public interest.

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

Section 1. Dedication Accepted. The City hereby accepts the dedication of the Property for public street purposes set forth in the attached Deed of Dedication. The City Manager and City Clerk are authorized to execute the acceptance of the dedication and to take other necessary action to record the Deed of Dedication.

PASSED AND ADOPTED THIS 11TH DAY OF APRIL, 2022.

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

AND APPROVED BY THE MAYOR THIS 11TH DAY OF APRIL, 2022.

Richard A. Mays, Mayor

Attest:

Izetta Grossman, CMC, City Clerk

Grantor: Marlin and Constance Nunnally Revocable Living Trust,
the 26th day of July, 2005, and any amendments thereto

Grantee: City of The Dalles
313 Court Street
The Dalles, OR 97058

After recording, return to:
City Clerk
City of The Dalles
313 Court Street
The Dalles, OR 97058

**Until a change is requested,
all tax statements should be sent
to the following address:**
City of The Dalles
313 Court Street
The Dalles, OR 97058

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, the Marlin and Constance Nunnally Revocable Living Trust, the 26th day of July, 2005, and any amendments thereto (**Grantor**), does hereby dedicate, grant, and convey to the Public, and the City of The Dalles, a municipal corporation of the State of Oregon (**Grantee**) does hereby accept on behalf of the Public for use as a public right-of-way, the following real property located in Wasco County, State of Oregon, as described in attached Exhibit "A" and generally depicted in attached Exhibit "B".

TO HAVE AND TO HOLD the above-described, dedicated, granted, and conveyed premises unto said Grantee, its successors and assigns forever.

The City of The Dalles shall have the right to open, construct, improve, and maintain roads and streets of its design upon such lands and, in addition thereto, shall have the right to place or to permit others to place sidewalks, sewers, utilities, cables, pipes, electrical transmission wires, communications equipment, and such other improvements as the City shall deem necessary and convenient upon, above, or below the surface of the dedicated area.

The true consideration for this conveyance is \$44,199.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE

UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The remainder of this page is intentionally left blank.

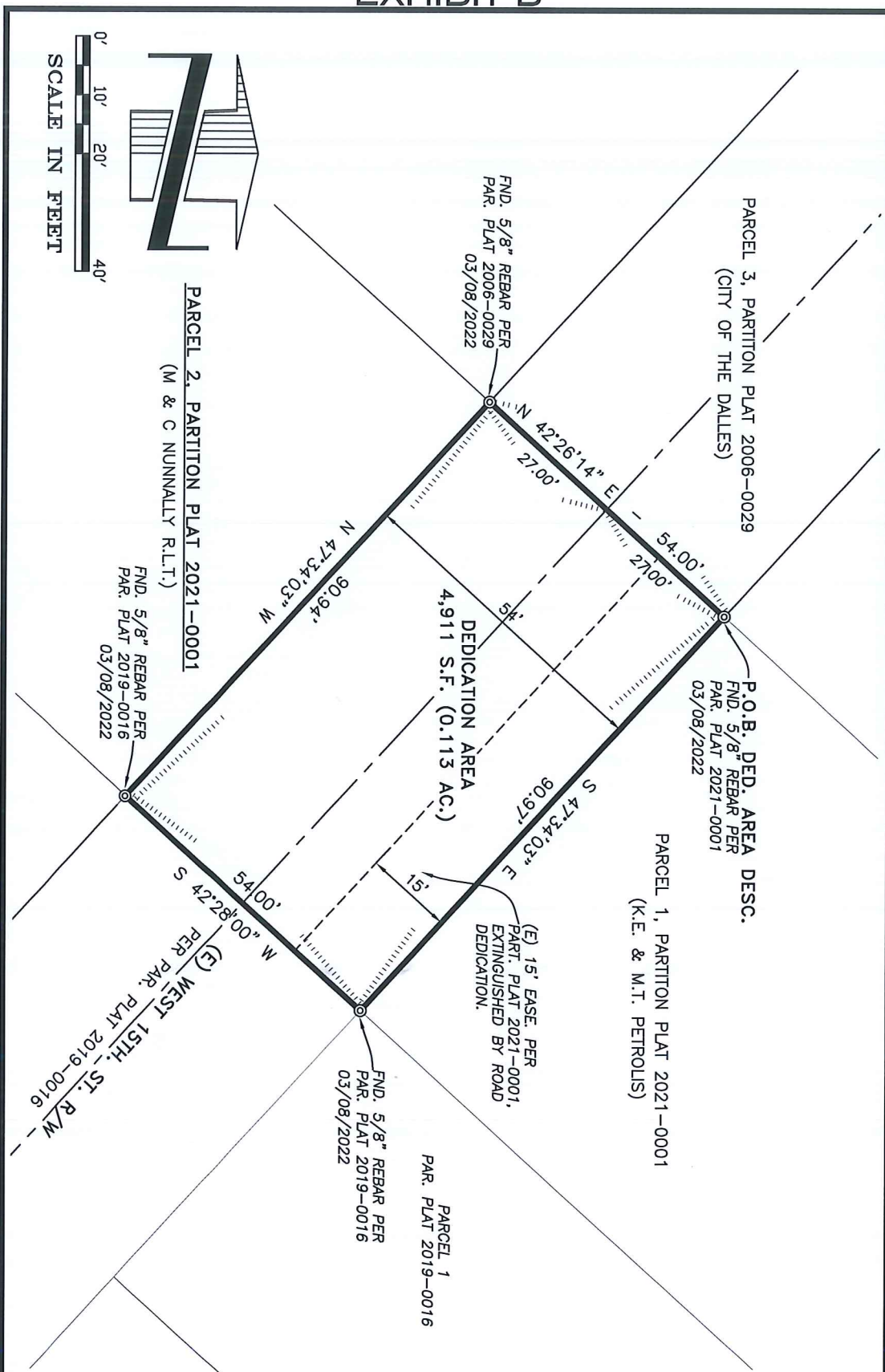
EXHIBIT "A"

A 54 foot wide tract of land lying in Parcel 2 of Partition Plat 2021-0001 in the Southeast 1/4 of Section 32, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

Beginning at the Northmost corner of said Parcel 2; thence on the Northeasterly line of said Parcel 2, South $47^{\circ}34'03''$ East 90.97 feet to the Eastmost corner of said Parcel 2; thence on the Southeasterly line of said Parcel 2 and coincident with the Northwesterly line of West 15th Street, as dedicated in Partition Plat 2019-0016, South $42^{\circ}28'00''$ West 54.00 feet to a point being 54.00 feet distant Southwesterly from said Northeasterly line of Parcel 2; thence parallel with and 54.00 feet distant from said Northeasterly line, North $47^{\circ}34'03''$ West 90.94 feet to the intersection with the Northwesterly line of said Parcel 2 and Southmost point of Parcel 3 of Partition Plat 2006-0029; thence on the Northwesterly line of said Parcel 2 and coincident with the Southeasterly line of said Parcel 3 of Partition Plat 2006-0029, North $42^{\circ}26'14''$ East 54.00 feet to the point of beginning.

Contains 4,911 square feet (0.113 acre), more or less.

"EXHIBIT B"



Survey T.E.C.	Calc. B.B.B.	App. B.B.B.	Dwg. No. 16291.EX.DWG	Work Order No. 16291	Drawn S.D.H.	Date 3/22/2022	Scale 1"=20'	Sheet 1 of 1
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TENNESON ENGINEERING CORP.
 CONSULTING ENGINEERS
 3776 CRATES WAY
 THE DALLES, OREGON 97058
 PH. 541-296-9177 FAX 541-296-6657

EXHIBIT MAP OF
WEST 15TH. STREET DEDICATION
 A PORTION OF PARCEL 2, PARTITION PLAT 2021-0001
 IN THE SE1/4 OF SECTION 32, TOWNSHIP 2 N., RANGE 13 E. W.M.
 CITY OF THE DALLES, WASCO COUNTY, OREGON



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #11B

MEETING DATE: April 11, 2022

TO: Honorable Mayor and City Council

FROM: Angie Wilson, Finance Director

ISSUE: Authorization to approve ARPA funding for Mid-Columbia Community Action Council and Northern Wasco County Parks and Recreation District.

BACKGROUND: The City Manager brought the 2021 American Rescue Plan Act (ARPA) Fund Project List (**List**) to Council's consideration at the June 28, 2021, and September 13, 2021, regular meetings. After a discussion item at the June 28th meeting, Council authorized the City Manager to proceed with funding certain projects using ARPA monies through Agenda Item #11-A at the September 13th meeting so long as the funded project:

- (1) is on the List, attached to and made part of this Staff Report as Attachment "A";
- (2) meets ARPA funding criteria as an approved use, as determined by the Finance Director and City Attorney; *and*
- (3) is otherwise ready to be implemented.

Specifically, Council approved funding as presented with the understanding staff would return with additional follow-up to provide details on two listed projects—*Property Acquisition Fund*, applied for by Mid-Columbia Community Action Council (MCCAC), and *Sorosis Park*, applied for by Northern Wasco County Parks and Recreation District (NWPRD).

On March 8, 2022, MCCAC submitted an application to the City's ARPA Fund Grant Program to request **\$500,000** for The Dalles Navigation Center Project. A draft ARPA Funding Agreement with MCCAC is attached to and made part of this Staff Report as Attachment "B" and includes MCCAC's application and a narrative description of the proposed project.

On March 7, 2022, NWPRD submitted its application to the City’s ARPA Fund Grant Program to request **\$400,000** for the Sorosis Park Rehabilitation Phase 1 Project. A draft ARPA Funding Agreement with NWPRD is attached to and made part of this Staff Report as Attachment “C” and includes NWPRD’s application and the Sorosis Park Conceptual Plan (February 2022) prepared by its landscaping and architectural consultants.

Both The Dalles Navigation Center Project and the Sorosis Park Rehabilitation Phase 1 Project are (1) on the List, (2) determined by the Finance Director and City Attorney as meeting ARPA funding criteria as approved uses, and (3) otherwise appear ready to be implemented as presented.

BUDGET ALLOCATION: The adopted FY2021-22 budget includes \$900,000 in line 018, 2600-000.39-10 of Fund 18, the Special Grants Fund for the ARPA Funding Agreement for \$500,000 and for Mid-Columbia Community Action Council and \$400,000 for Northern Wasco County Parks and Recreation District.

COUNCIL ALTERNATIVES:

1. Staff recommendation: *Move to authorize the City Manager to execute ARPA Funding Agreements to approve grant funding to Mid-Columbia Community Action Council in an amount not to exceed \$500,000 for The Dalles Navigation Center Project and to Northern Wasco County Parks and Recreation District in an amount not to exceed \$400,000 for the Sorosis Park Rehabilitation Phase 1 Project.*
2. Direct staff to make changes to the proposed agreements for a future Council meeting for further consideration.
3. Decline to take action.

ATTACHMENTS

Attachment “A” – 2021 American Recovery Funds Project List (Updated August 2021)

Attachment “B” – Draft ARPA Funding Agreement with MCCAC

Attachment “C” – Draft ARPA Funding Agreement with NWPRD

2021 American Recovery Funds – Updated, August, 2021

Northern Wasco County Parks and Recreation/Sorosis Park (pending budget)	\$400,000
Traffic Safety Devices	\$ 40,000
Replace lost TRT/fuel taxes (2019/20)	\$297,737
Downtown Economic Development	\$ 75,000
Chamber of Commerce/Tourism	\$ 30,000
Property Acquisition Fund (homeless/affordable housing/small business incubator project)	\$650,000
Police Department security/safety	\$100,000
Next Door, Inc. Programs (Outpatient Behavioral Health/Transitional Living)	\$ 70,000
TOTAL for first year of funds:	\$1,662,737
AMOUNT RECEIVED:	\$1,749,392
Remaining if all above are fully funded:	\$ 86,655
<ul style="list-style-type: none">• MCCAC interest in a loan for Navigation Center Funding:	\$ 150,000

ARPA FUNDING AGREEMENT

This ARPA FUNDING AGREEMENT (**Agreement**) is made between the City of The Dalles, an Oregon municipal corporation (**CITY**), and Mid-Columbia Community Action Council, a non-profit organization (**RECIPIENT**).

WHEREAS, on March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021 (**ARPA**);

WHEREAS, on May 10, 2021, the United States Department of the Treasury (**US TREASURY**) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (**SLFRF**) to be disseminated to local governments in accordance with the ARPA;

WHEREAS, on January 6, 2022, the US TREASURY published the Final Rule regarding allowable usage of SLFRF;

WHEREAS, the US TREASURY allocated SLFRF funds to the CITY pursuant to the ARPA;

WHEREAS, on March 8, 2022, RECIPIENT submitted a written request to the CITY for \$500,000 in COVID-19 relief funds to support the public health, mitigation against negative economic impacts, and services to disproportionately impacted communities through The Dalles Navigation Center project consistent with RECIPIENT's application and request attached to and made part of this Agreement as Exhibit "A";

WHEREAS, the CITY intends to allocate a portion of its SLFRF funds to assist non-profit organizations within The Dalles that have suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds;

WHEREAS, under ARPA Section 602(c)(3), the CITY may transfer funds to private non-profit entity for the purpose of meeting ARPA's goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of SLFRF funds, the US TREASURY published a document containing answers to the Interim Final Rule Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of January 2022 (**FAQ**).

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all Parties and remain in effect no later than December 31, 2024, unless terminated by the CITY in writing.

2. TOTAL SLFRF FUNDS TO BE DISSEMINATED TO RECIPIENT

The total SLFRF funds to be provided by the CITY to the RECIPIENT as part of this Agreement shall not exceed **\$500,000**. All payments from the CITY to the RECIPIENT are contingent on the availability of SLFRF funds to the CITY and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

3. LIMITATIONS REGARDING THE USE OF SLFRF FUNDS

The RECIPIENT shall ensure all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services outlined in FAQ Section 2.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

Funds provided to RECIPIENT by this Agreement are a subaward of SLFRF. RECIPIENT shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the US TREASURY. These requirements include, but are not limited to: **(a)** subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements; **(b)** subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds; and **(c)** CITY may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the US TREASURY.

RECIPIENT shall provide CITY with an annual report, including an explanation of how funding was spent. RECIPIENT shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2027 (deadline for expending funds); whichever comes first.

Annual Report Period Covered	Due Date
1 July 1, 2021 – March 31, 2022	April 15, 2022
2 April 1, 2022 – March 31, 2023	April 15, 2023
3 April 1, 2023 – March 31, 2024	April 15, 2024
4 April 1, 2024 – March 31, 2025	April 15, 2025
5 April 1, 2025 – March 31, 2026	April 15, 2026
6 April 1, 2026 – December 31, 2026	January 15, 2027

5. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The CITY may request additional information from the RECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US TREASURY during the scope of this Agreement.

6. TERMINATION

(a) This Agreement may be terminated by CITY at any time and without any cause upon ten (10) days' written notice to the RECIPIENT; (b) CITY may, in its sole discretion and upon ten (10) days' written notice, unilaterally terminate or adjust any provisions of this Agreement; and (c) Upon completion of the Agreement term, the Agreement shall terminate and RECIPIENT shall have no right to renewal or expectation thereof. Any decision by CITY to renew an otherwise terminated contract for additional or extended period shall be in the sole discretion of CITY.

7. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be, for all purposes, an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the Parties. The RECIPIENT shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the CITY for any purpose.

8. HOLD HARMLESS AND INDEMNIFICATION

The RECIPIENT agrees to defend, indemnify, and hold the CITY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the RECIPIENT, its officers, directors, employees, and/or agents relating to the RECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

9. COMPLIANCE WITH LAWS AND GUIDELINES

The RECIPIENT shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

10. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

RECIPIENT

Executive Director
Mid-Columbia Community Action Council
312 E. 4th Street
The Dalles, OR 97058

CITY

City Manager
City of The Dalles
313 Court Street
The Dalles, OR 97058

11. TIME

Time is of the essence in this Agreement.

12. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Sections 5, 8, and 9 hereto.

13. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the Parties.

14. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Oregon, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions.

15. NON-WAIVER

No failure on the part of the CITY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the CITY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the CITY at law or in equity.

16. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

17. ASSIGNMENT

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the CITY.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written

between the Parties with respect to this Agreement.

19. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

20. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. AUTHORIZATION

Each party signing below warrants to the other party they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

DATED this ____ day of _____, 2022.

RECIPIENT

CITY

Kenny LaPoint, Executive Director

Julie Krueger, City Manager

ATTEST:

Izetta Grossman, CMC City Clerk



Print

City of The Dalles Finance Office
313 Court Street
The Dalles, OR 97058
Telephone: 541-296-5481 Fax: 541-298-5107
Website: www.thedalles.org

City of The Dalles
ARPA Fund Grant Program Application

Today's Date:

Project Name:

Project's Beginning Date:

Project End Date:

Amount Requested:

Date Funds Needed:

Project Expenditure Category:

Name of Applicant Organization:

Address:

Award #:

City & Zip Code:

Tax ID #:

Duns #:

Sams #:

Contact Name(s):

Telephone #:

Fax #:

Email Address:

On a separate sheet(s), please briefly answer the following questions:

1. Describe the applicant organization, including its purpose, leadership structure, and activities.
2. Describe the proposed project or activity.
3. Provide a timeline for completing the proposed project or activity.
4. Explain how the proposed project or activity will positively impact the community, and what ARPA expenditure category the project would fall under.
5. Identify the specific communities or groups that will benefit.
6. Describe how grant funds will be used and include the source and amounts of matching funds or in-kind contributions, if any. Itemize anticipated expenditures.
7. If the grant will support an ongoing activity, explain how it will be funded in the future.

Attach: Please attach a valid W-9 Form. Please see attached list of Expenditure Categories

Exhibit "A"
to ARPA Funding Agreement



City of The Dalles Finance Office
313 Court Street
The Dalles, OR 97058
Telephone: 541-296-5481 Fax: 541-298-5107
Website: www.thedalles.org

List of Expenditure Categories for ARPA Funds

- 1: Public Health
- 2: Negative Economic Impacts
- 3: Services to Disproportionately Impacted Communities
- 4: Premium Pay
- 5: Infrastructure
- 6: Revenue Replacement

Example Uses of Funds

- Support Public Health Response to COVID-19
- Address Negative Economic Impacts
- Replace Public Sector Revenue Loss
- Water & Sewer Infrastructure
- Equity-Focused Services
- Premium Pay for Essential Workers
- Broadband Infrastructure

For more in depth information on what qualifies for ARPA funding please check the link below.

<https://home.treasury.gov/system/files/136/SLFRP-Quick-Reference-Guide-FINAL-508a.pdf>



**Mid-Columbia
Community
Action Council**

Mid-Columbia Community Action Council
Serving Hood River, Wasco, and Sherman Counties
312 E. 4th St, The Dalles, OR 97058
606 State St, Suite 1B, Hood River, OR 97031
Tel: (541) 298-5131
www.MCCAC.com

City of The Dalles ARPA Funding Request

1.) Describe the applicant organization, including its purpose, leadership structure, and activities.

MCCAC is the Community Action Agency serving Hood River, Wasco and Sherman County. MCCAC's mission is "to build a better a better future for our community through partnership and equity-centered programs that prevent and eliminate poverty and houselessness." MCCAC accomplishes it mission through its core program areas which include Housing Stabilization, Shelter, Utility Assistance and Weatherization. Our Housing Stabilization Division assists our community through rental and security deposit assistance, hotel/motel vouchers, case management, street outreach and resource referrals. The Shelter Division operates The Dalles Shelter site which has 18 shelter units with 36 shelter beds. Shelter staff work with clients to provide case management that will help households move out of houselessness and into permanent housing as quickly as possible. In addition to The Dalles Shelter, MCCAC also acts as a primary funder for the Hood River Shelter Services emergency winter shelter. The MCCAC Utility Assistance Division assists lower income community members in keeping current on their utilities and preventing utility shuts offs and our Weatherization Division works with residents to improve household energy efficiency while creating healthier homes. This is accomplished through built environment improvements such as new windows, insulation, updating HVAC and heating systems and installation of energy efficient appliances.

MCCAC is governed by a nine-member, tripartite Board of Commissioners. There are three board members from each of the three counties that MCCAC serves. The MCCAC Board of Commissioners is charged with the oversight MCCAC which takes place through delegation of duties to the Executive Director. MCCAC has been under the leadership of its Executive Director, Kenny LaPoint, since November 2020. The Executive Director is directly in charge of the staffing of the agency, including its Leadership Team. The MCCAC Leadership Team consists of the Finance Manager, Housing Stabilization Manager, Shelter Operations Manager, Household Utilities Program Manager, Weatherization Program Manager and the Veteran Programs Manager.

2.) Describe the proposed project or activity.

MCCAC will be utilizing the ARPA resources to develop a Navigation Center in The Dalles. The Navigation Center will include co-location of MCCAC's non-congregate 36-bed shelter site, MCCAC's administrative offices and partner agency offices. Included in participating partner agencies are the Mid-Columbia Center for Living,

One Community Health, the Mid-Columbia Housing Authority, The Next Door, the Oregon Human Development Corporation, Worksource Oregon, the Columbia Gorge Health Council and Nch'i Wana Housing. The co-location of multiple agency services will allow MCCAC and its partners to provide a culturally specific, holistic service array to the low-income and houseless clients that we serve. We believe that this service array will help MCCAC achieve its mission of "building a better future for our community through partnership and equity-centered programs that prevent and eliminate poverty and houselessness."

3.) Provide a timeline for completing the proposed project or activity.

- Pre-Application Site Plan Meeting with City of The Dalles-Completed 02/17/22
- Application Submission Target Date-03/31/22
- Application Approval Target Date-07/01/22
- Begin Construction-09/2022
- Project Completion Target Date-06/30/23 *spending deadline for HB 5006 \$1.5 million is 06/30/23

4.) Explain how the proposed project or activity will positively impact the community, and what ARPA expenditure category the project would fall under.

The Navigation Center will positively impact the community by building the long-term infrastructure for the coordination of social services and shelter that will work to serve low-income community members, those experiencing poverty and those experiencing houselessness. In addition, the Navigation Center will bring a culturally-specific service approach to the Latinx and Native populations that call the Mid-Columbia region their home. The populations above have also been disproportionately impacted by the health and economic impacts that COVID-19 has had across the region and the project will mitigate those impacts through service and resource provision. It is additionally worth mentioning that the Navigation Center will provide physical and behavioral health services to the community. MCCAC has had a successfully history of collaborating across service systems to best serve community members. At its current, temporary shelter site in The Dalles MCCAC has successfully prevented the spread of COVID-19 through its non-congregate sheltering model; having no positive COVID-19 tests in 2021. In addition, MCCAC was able to transition 21 of its 81 shelter clients into permanent housing in 2021.

The Navigation Center fits into multiple ARPA expenditure categories including Public Health, Negative Economic Impacts, Services to Disproportionately Impacted Communities and Infrastructure.

5.) Identify the specific communities or groups that will benefit.

Those experiencing poverty, low-income, houseless, communities of color, Latinx and Native community members. This includes persons with disabilities, seniors, Veterans, youth and families.

6.) Describe how grant funds will be used and include the source and amounts of matching funds or in-kind contributions, if any. Itemize anticipated expenditures.

Total development costs of the project are approximately \$5.8 million. The City of the Dalles ARPA funding will go to support hard development costs including site prep, construction costs, materials and site infrastructure.

Construction: \$4,133,174
Site Improvements: \$584,661
Architectural and Engineering: \$700,000
Contingencies: \$399,288
Development Project Manager: \$50,000

Other financial and in-kind contributions include:

- 2.6 acre land donation: estimated value of \$600,000
- \$1.5 million from the 2021 Oregon Legislature (House Bill 5006)
- \$1.5 million from the 2022 Oregon Legislature (House Bill 5202)
- \$300,000 Mid-Columbia Community Action Real Estate Equity
- \$400,000 The Oregon Human Development Corporation
- \$50,000 Oregon Health Authority
- \$50,000 Oregon Housing and Community Services
- \$500,000 Wasco County ARPA (pending)

7.) If the grant will support an ongoing activity, explain how it will be funded in the future.

The ARPA funding will support one-time development fees on the Navigation Center project. The Center will be a debt free project and the agencies that will be co-locating at the site will share in the on-going operational costs of the building. MCCAC utilizes its existed formula funding from the state of Oregon for Homeless Services, Utility Assistance, Weatherization and Veterans programs to support the operational costs of its programs and infrastructure. MCCAC's current shelter and administrative offices will be co-located at the Navigation Center providing overall cost savings to operations. In addition, the State of Oregon is investing on-going funding in Navigation Center operations for the eight Navigation Centers being built across the state.

ARPA FUNDING AGREEMENT

This ARPA FUNDING AGREEMENT (**Agreement**) is made between the City of The Dalles, an Oregon municipal corporation (**CITY**), and Northern Wasco County Parks and Recreation District, a parks and recreation district duly established by and operating under ORS Chapter 266 (**RECIPIENT**).

WHEREAS, on March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021 (**ARPA**);

WHEREAS, on May 10, 2021, the United States Department of the Treasury (**US TREASURY**) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (**SLFRF**) to be disseminated to local governments in accordance with the ARPA;

WHEREAS, on January 6, 2022, the US TREASURY published the Final Rule regarding allowable usage of SLFRF;

WHEREAS, the US TREASURY allocated SLFRF funds to the CITY pursuant to the ARPA;

WHEREAS, on March 7, 2022, RECIPIENT submitted a written request to the CITY for \$400,000 in COVID-19 relief funds to support services to disproportionately impacted communities through the Sorosis Park Rehabilitation Phase 1 project consistent with RECIPIENT's application and the February 2022 Sorosis Park Conceptual Plan attached to and made part of this Agreement as Exhibit "A";

WHEREAS, the CITY intends to allocate a portion of its SLFRF funds to assist other government entities in or near The Dalles that have suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds;

WHEREAS, under the ARPA, the CITY may transfer funds to other government entities in furtherance of the ARPA's goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of SLFRF funds, the US TREASURY published a document containing answers to the Interim Final Rule Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of January 2022 (**FAQ**).

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all Parties and remain in effect no later than December 31, 2024, unless terminated by the CITY in writing.

2. TOTAL SLFRF FUNDS TO BE DISSEMINATED TO RECIPIENT

The total SLFRF funds to be provided by the CITY to the RECIPIENT as part of this Agreement shall not exceed **\$400,000**. All payments from the CITY to the RECIPIENT are contingent on the availability of SLFRF funds to the CITY and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

3. LIMITATIONS REGARDING THE USE OF SLFRF FUNDS

The RECIPIENT shall ensure all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services outlined in FAQ Section 2.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

Funds provided to RECIPIENT by this Agreement are a subaward of SLFRF. RECIPIENT shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the US TREASURY. These requirements include, but are not limited to: **(a)** subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements; **(b)** subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds; and **(c)** CITY may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the US TREASURY.

RECIPIENT shall provide CITY with an annual report, including an explanation of how funding was spent. RECIPIENT shall follow the annual reporting schedule outlined below until all funds are expended or until December 31, 2027 (deadline for expending funds); whichever comes first.

Annual Report Period Covered	Due Date
1 July 1, 2021 – March 31, 2022	April 15, 2022
2 April 1, 2022 – March 31, 2023	April 15, 2023
3 April 1, 2023 – March 31, 2024	April 15, 2024
4 April 1, 2024 – March 31, 2025	April 15, 2025
5 April 1, 2025 – March 31, 2026	April 15, 2026
6 April 1, 2026 – December 31, 2026	January 15, 2027

5. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The CITY may request additional information from the RECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US TREASURY during the scope of this Agreement.

6. TERMINATION

(a) This Agreement may be terminated by CITY at any time and without any cause upon ten (10) days' written notice to the RECIPIENT; (b) CITY may, in its sole discretion and upon ten (10) days' written notice, unilaterally terminate or adjust any provisions of this Agreement; and (c) Upon completion of the Agreement term, the Agreement shall terminate and RECIPIENT shall have no right to renewal or expectation thereof. Any decision by CITY to renew an otherwise terminated contract for additional or extended period shall be in the sole discretion of CITY.

7. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be, for all purposes, an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the Parties. The RECIPIENT shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the CITY for any purpose.

8. HOLD HARMLESS AND INDEMNIFICATION

The RECIPIENT agrees to defend, indemnify, and hold the CITY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the RECIPIENT, its officers, directors, employees, and/or agents relating to the RECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

9. COMPLIANCE WITH LAWS AND GUIDELINES

The RECIPIENT shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

10. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

RECIPIENT

Executive Director
Northern Wasco County Parks and Recreation District
602 W. 2nd Street
The Dalles, OR 97058

CITY

City Manager
City of The Dalles
313 Court Street
The Dalles, OR 97058

11. TIME

Time is of the essence in this Agreement.

12. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Sections 5, 8, and 9 hereto.

13. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the Parties.

14. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Oregon, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions.

15. NON-WAIVER

No failure on the part of the CITY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the CITY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the CITY at law or in equity.

16. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

17. ASSIGNMENT

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the CITY.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or

contemporaneous communications and proposals, whether electronic, oral, or written between the Parties with respect to this Agreement.

19. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

20. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

DATED this ____ day of _____, 2022.

RECIPIENT

CITY

Scott Baker, Executive Director

Julie Krueger, City Manager

ATTEST:

Izetta Grossman, CMC City Clerk



Print

City of The Dalles Finance Office
313 Court Street
The Dalles, OR 97058
Telephone: 541-296-5481 Fax: 541-298-5107
Website: www.thedalles.org

City of The Dalles
ARPA Fund Grant Program Application

Today's Date:

Project Name:

Project's Beginning Date:

Project End Date:

Amount Requested:

Date Funds Needed:

Project Expenditure Category:

Name of Applicant Organization:

Address:

Award #:

City & Zip Code:

Tax ID #:

Duns #:

Sams #:

Contact Name(s):

Telephone #:

Fax #:

Email Address:

On a separate sheet(s), please briefly answer the following questions:

1. Describe the applicant organization, including its purpose, leadership structure, and activities.
2. Describe the proposed project or activity.
3. Provide a timeline for completing the proposed project or activity.
4. Explain how the proposed project or activity will positively impact the community, and what ARPA expenditure category the project would fall under.
5. Identify the specific communities or groups that will benefit.
6. Describe how grant funds will be used and include the source and amounts of matching funds or in-kind contributions, if any. Itemize anticipated expenditures.
7. If the grant will support an ongoing activity, explain how it will be funded in the future.

Attach: Please attach a valid W-9 Form. Please see attached list of Expenditure Categories

**Exhibit "A" to
ARPA Funding Agreement**



City of The Dalles Finance Office
313 Court Street
The Dalles, OR 97058
Telephone: 541-296-5481 Fax: 541-298-5107
Website: www.thedalles.org

List of Expenditure Categories for ARPA Funds

- 1: Public Health
- 2: Negative Economic Impacts
- 3: Services to Disproportionately Impacted Communities
- 4: Premium Pay
- 5: Infrastructure
- 6: Revenue Replacement

Example Uses of Funds

- Support Public Health Response to COVID-19
- Address Negative Economic Impacts
- Replace Public Sector Revenue Loss
- Water & Sewer Infrastructure
- Equity-Focused Services
- Premium Pay for Essential Workers
- Broadband Infrastructure

For more in depth information on what qualifies for ARPA funding please check the link below.

<https://home.treasury.gov/system/files/136/SLFRP-Quick-Reference-Guide-FINAL-508a.pdf>

City of the Dalles
ARPA Fund Grant Program Application

1. Describe the applicant organization, including its purpose, leadership structure, and activities.

Northern Wasco County Park & Recreation District is a special tax district, separate from Wasco County with boundaries that generally follow the City of The Dalles. It is governed by a five member, elected Board of Directors and managed by an Executive Director. We maintain and develop a park system to provide a wide range of recreational activities for the residents of, and visitors to, The Dalles.

2. Describe the proposed project or activity.

These funds are necessary to complete phase one of the Sorosis Rehabilitation Plan (attached), which consists of earthwork, irrigation, and replanting for the area of Sorosis devastated by the pine bark beetle.

3. Provide a timeline for completing the proposed project or activity.

Irrigation design is currently underway. The landscape architectural firm will then put the design out bid, following all public contracting laws. Once a contractor is selected, they will help oversee installation of the new system, and guide the replanting, with a goal of phase one completion by winter 2022.

4. Explain how the proposed project or activity will positively impact the community, and what ARPA expenditure category the project would fall under.

Sorosis Park is heavily used by residents and visitors and is the crown jewel of our park system. The park is free to enter and is accessible by public transportation. This makes the park a key recreation facility for our whole community. Irrigation and replanting are essential for the continued enjoyment of this beloved park.

This project fits under the ARPA expenditure categories 3 and 5. Additionally, park development eligibility was confirmed on the ARPA FAQ page. The relevant page is attached as part of this application.

5. Identify the specific communities or groups that will benefit.

Sorosis Park is classified as a regional park and serves a wide geographical area. Attached to this application is the Sorosis Park Concept Plan, which details the proposed park improvements, and the extensive community outreach which guided the plan development. The wide variety of recreational opportunities available at Sorosis ensure that it will benefit all members of our community.

6. Describe how grant funds will be used and include the source and amounts of matching funds or in-kind contributions, if any. Itemize anticipated expenditures.

The \$400,000 of ARPA received from the City will be devoted to the irrigation and replanting portion of phase one rehabilitation. The remaining funding will come from Wasco County (\$400,000) and NWPRD SDC funds (\$200,000).

A detailed itemized list of expenditures can be found starting on page 46 of the Sorosis Park Concept Plan, attached as part of this application.

7. If the grant will support an ongoing activity, explain how it will be funded in the future.

These funds will be used for construction costs to rehabilitate Sorosis Park. The ongoing maintenance of the park will be funded by NWPRD.