



**City of The Dalles**  
**Community Development Dept**  
313 Court Street  
The Dalles, OR 97058  
(541) 296-5481, ext. 1125  
www.thedalles.org

Application #: HLC 197-21  
Filing Fee: \$85.00  
Receipt #: 2435384  
Deemed Complete: \_\_\_\_\_  
Ready to Issue: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

Received: 12-30-2021

## Historic Landmarks Application

This application is required for all new construction, modifications, and/or alterations to the exterior of certified historic structures and all structures within certified historic districts and reviewed by the City of The Dalles' Historic Landmarks Commission. The review criteria for each application are the Secretary of the Interior's Standards. These standards have been adopted by The Dalles Municipal Code Chapter 11.12 Historic Resources as local review criteria.

### Applicant

Name: The Dalles Mainstreet / Walldogs  
Address: 710 East 2nd Street #3  
The Dalles, Oregon 97058  
Phone #: (541)296-9684  
Email: czukin@meadowoutdoor.com

### Legal Owner (if different than Applicant)

Name: City of The Dalles Attn: Julie Krueger  
Address: 313 Court St., The Dalles, OR 97058  
313 Court St., The Dalles, OR 97058  
Phone #: (541) 296-5481  
Email: jkrueger@ci.the-dalles.or.us

### Property Information

Address: 401 Court Street, The Dalles, OR 97058  
Zone: CBC - Central Business Commercial

Map and Tax Lot: 01N 13E 03BC TL# 600

Current Use: City of The Dalles Police Department

List any known archeological resources on site:

Unknown and not applicable.

### Department Use Only

Historic Name (if any): \_\_\_\_\_  
Year(s) Built: \_\_\_\_\_ Historic Building/Site: ☐ Yes ☐ No  
Historic Classification: \_\_\_\_\_  
Historic District: ☐ Trevitt's Addition ☐ Downtown Commercial

## Project Information

☐ New Construction    ☒ Expansion/Alteration    ☐ Demolition    ☐ Landmark Designation

Briefly describe the proposed project:

The Dalles Mainstreet/Walldogs Committee would like the Walldogs to paint a historic mural on the east facing and south alley wall of this building. The Walldogs are a group of highly skilled sign painters and mural artists from all over the globe. The Walldogs will create a beautiful, handcrafted and professionally painted mural with images of The Dalles places, people, and products that have historic significance to our town. The wall will be prepped and painted in a most professional manner that will not damage the building in any way.

Will the use change as a result of this application?

☐ Yes

☒ No

### Please submit the following information with this application:

☒ Narrative #1: Description of the project consistent with the Secretary of Interior's Standards for Rehabilitation (page ?)

☐ Narrative #2: Explanation of the project consistent with the associated project type (pages ?):

☐ Landmark Designation (#2-A)

☒ Alterations/New Construction/Relocation (#2-B)

☐ Demolition (#2-C)

☐ Narrative #3: Description of the project consistent with the associated district design standards: New Construction and Alteration (page ?)

☒ The Dalles Commercial Historic District (#3-A)

☐ Trevitt's Addition (#3-B)

☒ Narrative #4, Signs (if applicable): Description of the project consistent with the associated historic sign guideline criteria (page ?)

☒ Elevation drawings (existing vs. proposed)

☒ Current color photographs of the structure and/or site

☐ List of all proposed materials/colors (product brochures recommended)

☐ Site Plan (drawn to scale)

☐ Historic photographs/documentation of the structure and/or site (encouraged)

☐ Copy of all associated Historic Inventory information

Signature of Applicant

FOR TD MAIN STREET / WALLDOGS

By John Lehman 12-30-21

Date

2/11

Signature of Property Owner

SEE ATTACHED / SIGNED

MURAL AGREEMENT

Date

N/A

## Historic Landmarks Application – Narratives

### Building Owner: City of The Dalles – Police Dept. East Wall

The City of The Dalles, The Dalles Mainstreet and the Walldogs Committee is preparing for a very exciting historic mural festival, scheduled to take place in August of 2022. Fifteen (15) walls will be chosen and painted with historic murals during this exciting event. The painting of these murals will be done by a group of professional painters called The Walldogs. The Walldogs are a group of highly skilled, professional sign painters and mural artists from all over the globe. During the week of August 20, 2022, some 250 Walldogs painters will converge on our fair city to create beautiful, handcrafted and professionally painted murals with images of The Dalles area people, places and products that have historic significance to our town. The murals will all be completed within a five (5) day period. This wonderful event is designed to bring our community together and to bolster tourism into the future.

There are already two (2) examples of the Walldogs murals painted downtown on building walls along 3<sup>rd</sup> Street. Blanche McGaughey, pro rodeo rider mural is painted on the east facing wall of 207 West 3<sup>rd</sup> Street and World Famous Cherries mural is painted on the east facing wall of 103 East 3<sup>rd</sup> Street (see Exhibit “A” for photos of these new murals). Please check out these two murals to see examples of the beautiful work that the Walldogs have instore for us in August 2022!

#### **Narrative #1: Secretary of the Interior’s Standards for Rehabilitation (11.12.095, D)**

The building which is the subject of this application (City of The Dalles Police Dept. Building) is located in The Dalles Commercial Historic district and is classified as Compatible, Non-Contributing. This means that the building was built during the period of significance for the historic district (late 1800- 1920’s) and is of the correct vintage (Compatible) but the building no longer has many of its original features or has been completely modified (Non-Contributing). The only purpose for this project is to paint a historic mural on the east wall and a small portion of the back alley wall of this building. The mural will wrap around the corner from the alley to the east face. No other changes or modifications will be made to the structure. The building architecture will not change in any way, and the use will remain unchanged.

The subject wall for this application is located on the east end of the building; the east wall (facing Union Street) and the alley wall (facing south) at the address 401 Court Street in The Dalles. The section of east wall being considered for this application measures approximately 14’ tall and 25’ wide. The section of the south alley wall measures approximately 14’ tall and 8’ wide. The mural will wrap around the corner of the building from the alley to the east face (see attached Exhibit “B”). The wall is made of cinder block which has been painted white at some time in the past. The mural will be painted directly onto the painted block in the area shown. Warm water and a mild surfactant will be used to remove any foreign materials, such as oils or dirt, that would keep the mural paint from adhering. **NO SANDBLASTING WILL BE USED ON ANY OF THE BUILDINGS INCLUDING THIS ONE.** Cleaning of the building will only be done by the gentlest means possible that will not damage the brick material in any way. Once clean, the wall will be allowed to dry, will be painted with an appropriate primer, will have artwork outlines projected at night onto the primed wall, and then the mural will be painted in its entirety.

The standards have been carefully reviewed and all applicable standards for rehabilitation by the Secretary of the Interior have been met.

#### **Narrative #2-B: Alterations, New Construction, Relocations (11.12.070)**

This mural project will not involve any new construction or relocation of the building or parts of the building in any way. The mural added to the east and alley walls will be the only alteration to the building. No brackets or architectural features will be affected or changed in any way by the new mural.

The 14' tall by 25' wide and 14' tall by 8' wide areas are the only portions of the walls that will be painted with a mural. Currently, the blocks are painted white which will not change. No sandblasting will be used for preparation of this wall for painting. Only the most gentle methods of cleaning will be used for removing dirt, debris and grease or oils. As stated previously, only a very mild surfactant may be used to remove foreign materials such as dirt and grease, to make sure the paints adhere properly. Once clean, the wall can be primed and painted with the final mural artwork.

#### **Narrative #3-A: Design Guidelines: The Dalles Commercial Historic District (11.12.095, F-N)**

The design guidelines in this section stress that "The Dalles' downtown is a pedestrian friendly environment" and that "rehabilitation should contribute in making downtown The Dalles an inhabitable place that is pleasant for walking". The Walldogs murals will add to this pedestrian friendly environment by giving pedestrians interesting historic murals to seek out and enjoy, while at the same time, learning about The Dalles' rich and diverse history. Once the murals have all been painted, a map will be created that will lead pedestrians, both tourists and local residents, into and through our Historic Downtown to discover the different historical paintings. This mural, as well as all the other Walldogs murals, will only add to the historic value of our downtown buildings.

Again, sandblasting of bricks or block walls will not be used. It is strictly prohibited in this section, as well.

#### **Narrative #4: Sign Guidelines (11.12.095, O)**

This section stresses that "**signs should not be the dominant feature of a building** or site, yet they are a **key component to** identifying businesses and **contributing to the livelihood of the street with their individuality.**" This wall mural will not be the dominant feature of the building. The 14' x 25' section of the east wall and the 14' x 8' section of the alley wall are a very small portion of the total face area of this entire building (again, see Exhibit "B" for view of wall). A historic wall mural will only add to the historic nature of our downtown by educating tourists and local residents about The Dalles' rich history. This mural will only add to the livelihood of our downtown streetscape and will attract tourists.

#### **Guideline 2.h. Murals are not recommended on primary, secondary, and historic buildings as they lessen the integrity of the architecture and damage the building surface.**

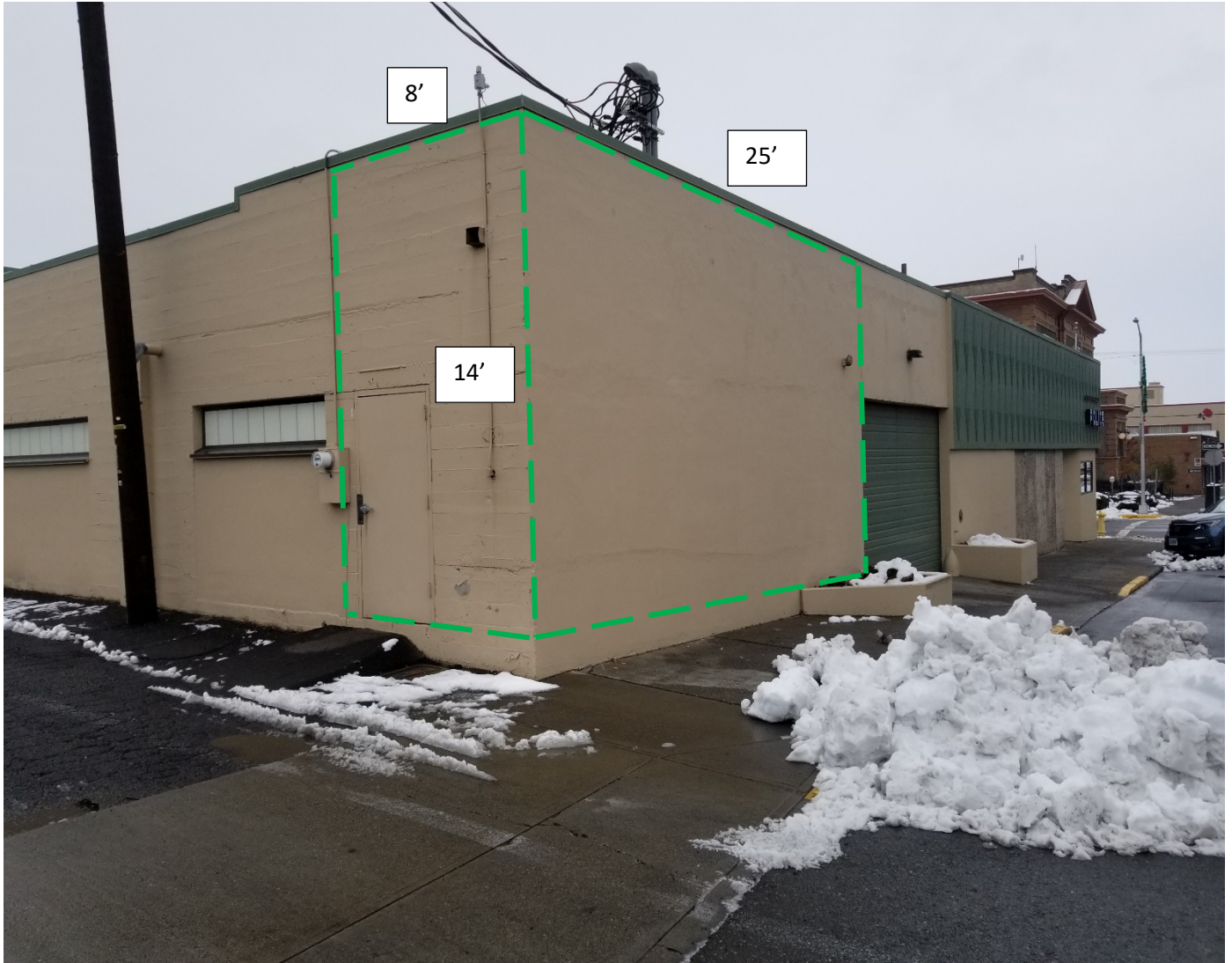
As stated at the beginning of this narrative, this building is located in The Dalles Commercial Historic district and is classified as Compatible, Non-Contributing. This means that the building was built during the period of significance for the historic district (late 1800- 1920's) but the building no longer has many of its original features or has been completely modified. There are no real outstanding architectural features that would be lessened by a mural in this location. Since the building is already painted white, a mural painted over the existing paint will not damage the building cinder block surface. This building is not a primary, secondary, or historic building which means a mural could clearly be supported and approved for this building.



**Exhibit "A"**  
**Walldogs Mural Examples**



**Exhibit "B"**  
**City of The Dalles Police Dept. Wall Dimensions**



**City of The Dalles Police Dept. Building  
East Facing Wall and  
South Facing Alley Wall**





I, Lisa Gambee, County Clerk for Wasco County  
Oregon, certify that the instrument identified  
herein was recorded in the Clerk records.



**RECORDING COVER SHEET (Please Print or Type)**

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

**AFTER RECORDING RETURN TO:**

Meadow Outdoor  
PO Box 331  
The Dalles, OR 97058

**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Property Owner Agreement - Mural Project

**2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160**

City of The Dalles - Police Bldg.

**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**

City of The Dalles

**4) TRUE AND ACTUAL CONSIDERATION**

ORS 93.030(5) - Amount in dollars or other

\$ 0 ☐ Other

**5) SEND TAX STATEMENTS TO:**

N/A

**6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL  
(If applicable) ☐ PARTIAL

**7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)**

\$ 0

**8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT**

**PREVIOUSLY RECORDED IN**  
**BOOK**        **AND PAGE**        **, OR AS FEE NUMBER**        **"**

## PROPERTY OWNER AGREEMENT – MURAL PROJECT

THIS AGREEMENT made and executed by and between the City of The Dalles, hereinafter referred to as the "City", also hereinafter referred to as "Owner", jointly and severally if there is more than one Owner. Owner hereby grants the use of the building located at 401 Court St (the building) and the east facing wall of the building for the purpose of painting, installing, posting or attaching an artistic mural on the building wall. The real property (the property) where the building is located is described as:

Address: 401 Court St Tax Map and Lot 1N13E 03 BC 00600

City: The Dalles County: Wasco State: Oregon.

Legal Description of this property is attached as Exhibit A.

WITNESSETH:

WHEREAS, the City is supporting a program whereby the Walldogs, a global mural art collaborative, will paint murals on certain selected buildings in the downtown area of the City;

WHEREAS, the Owner's building is being considered for a mural;

WHEREAS, the Owner recognizes that the purpose of the project, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the Owner and therefore desires to have a mural painted on the side of his or her building; and

WHEREAS, The Owners do hereby consent to having the Walldogs paint a mural on the Owner's building.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Owner represents and warrants that he/she is the owner of the property and the building and has the authority to grant permission for the use of the building wall and is fully authorized and empowered to enter into this Agreement.
2. The Owner hereby consents to the Building being used in connection with the Walldogs' mural project and also to having an artist paint a mural on the Building, and in connection therewith the Owner specifically agrees to the following:
  - A. The Owner hereby grants to the City, its agents, the Walldogs, the Main Street Association and its agents and successors, the right to enter upon the Owner's premises to prepare the Owner's building and wall for the mural to be painted by the Walldogs in such dimensions to be determined by the artist.
  - B. The Owner hereby grants to the Walldogs the right to paint a mural on the building situated upon the above described premises, including free access to the wall and the use of the property as needed to prepare, paint, install, and maintain the mural.



- C. The Owner agrees not to paint over or cover the completed mural, nor allow the mural painted by the Walldogs to be obstructed, removed, dismantled, obliterated, or modified in any way without prior authorization of the City.
- D. After the mural is completed, the Owner hereby grants the Walldogs, the Main Street Association and the City, its employees, agents or contractors, continued access to the Owner's building for the purpose of maintaining the mural.
- E. The Owner agrees to hold the City, its officers, agents, employees, contractors and the participants in the Walldogs program harmless of and free from all liability, and claims of liability and damages (including attorney fees) arising out of or in connection with the work done on the Owner's building, including but not limited to the preparation work and the painting of the mural and the subsequent maintenance thereof.
- F. The Owner understands and agrees that the mural is copyrighted artwork and the placement on the Building in no way entitles the Owner to use, at its discretion, the artwork for advertising/profit making purposes, or any other publicity, except as expressly permitted by the City.

- 3. The Walldogs and the Mainstreet Association agrees that all preparation work performed on the Owner's building shall be performed in such a manner so as not to materially damage the structural integrity of the building. Owner acknowledges The Walldogs's right to paint directly on the building walls, or to attach panels to the building which may include drilling holes in the building wall and attaching various fasteners to the building.
- 4. The parties agree that by entering into this Agreement the City and the Walldogs are not obligated to use the Owner's building for a mural but that this Agreement is a condition precedent for the Owner's building to be considered for a mural, and accordingly the Owner agrees that this Agreement shall be irrevocable in the event the Owner's building is selected for a mural.
- 5. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and their respective representatives, successors and assigns. The parties understand and agree the provisions of this Agreement shall be covenant running with the land and that the terms hereof shall be included in any deed or contract of sale purporting to convey and legal or equitable interest in the real property described in Exhibit A. This agreement shall be recorded with the Wasco county Clerk's office to make this Agreement a matter of record in connection with the title to the Owners real estate. The City shall not be responsible for the expense of this recording.
- 6. This Agreement shall be interpreted in accordance with the laws of the State of Oregon. The Jurisdiction and venue for any action arising out of this Agreement Shall be in the Circuit Court in and for Wasco County. In the event either party institutes litigation to enforce or recover damages under this Agreement, it is agreed that the prevailing party shall be entitled to recover at trial and on appeal and review, in addition to the amounts ordered by the court, and any damages due hereunder, reasonable attorney's fees and court costs.

7. The Agreement shall be effective immediately upon execution of this Agreement . Subject to a condition subsequent that the Walldogs paint a mural on the Owners building on or before December 20, 2022, this Agreement shall continue for an initial term of 15 years from the date the mural is completed. This agreement shall automatically renew for three successive terms for a period of ten years each, unless this Agreement is terminated as set forth herein. The terms and conditions of any renewal term shall be the same as those for the initial fifteen year term. This agreement may be terminated by the City at the end of the initial fifteen year term or any successive ten year term. This Agreement may also be terminated by the City at any time prior to or after the completion of the painting of a mural for any reason. Under these circumstances the City shall provide written notice of the termination of this Agreement to the Owner and the Walldogs.

8. In the event of fire, accident, strike, delays, floods, acts of God, or other unforeseen causes beyond the reasonable control of the parties that necessitates the loss of the Mural, the Parties hereto release the other from any and all obligations herein contained and from any and all damages that result or may result from the loss of the Mural, other than as specified herein.

Dated this 23 day of August, 2020

Julie Kuehn  
City of The Dalles, Owner

Dated this 23 day of August, 2020

CITY OF The Dalles, Oregon  
Municipal Corporation

By Julie Kuehn  
Its City Manager

State of Oregon )

County of Wasco ) ss.

Personally, appeared before me Julie Krueger and acknowledged the foreground instrument to be his/her voluntary act and deed.



Trina Shae Noakes

Notary Public for Oregon

My commission expires: 03-01-2022

State of Oregon )

County of Wasco ) ss.

Personally, appeared before me Julie Krueger, City Manager for the City of The Dalles, and acknowledged the foreground instrument to be her voluntary act and deed.



Trina Shae Noakes

Notary Public for Oregon

My commission expires: 03-01-2022

## EXHIBIT A

### Legal Description

**Lots 1 and 2 and the Easterly 6.71 feet of Lot 3, Block 8, DALLES CITY  
PROPER, in the City of the Dalles, County of Wasco and State of Oregon;**

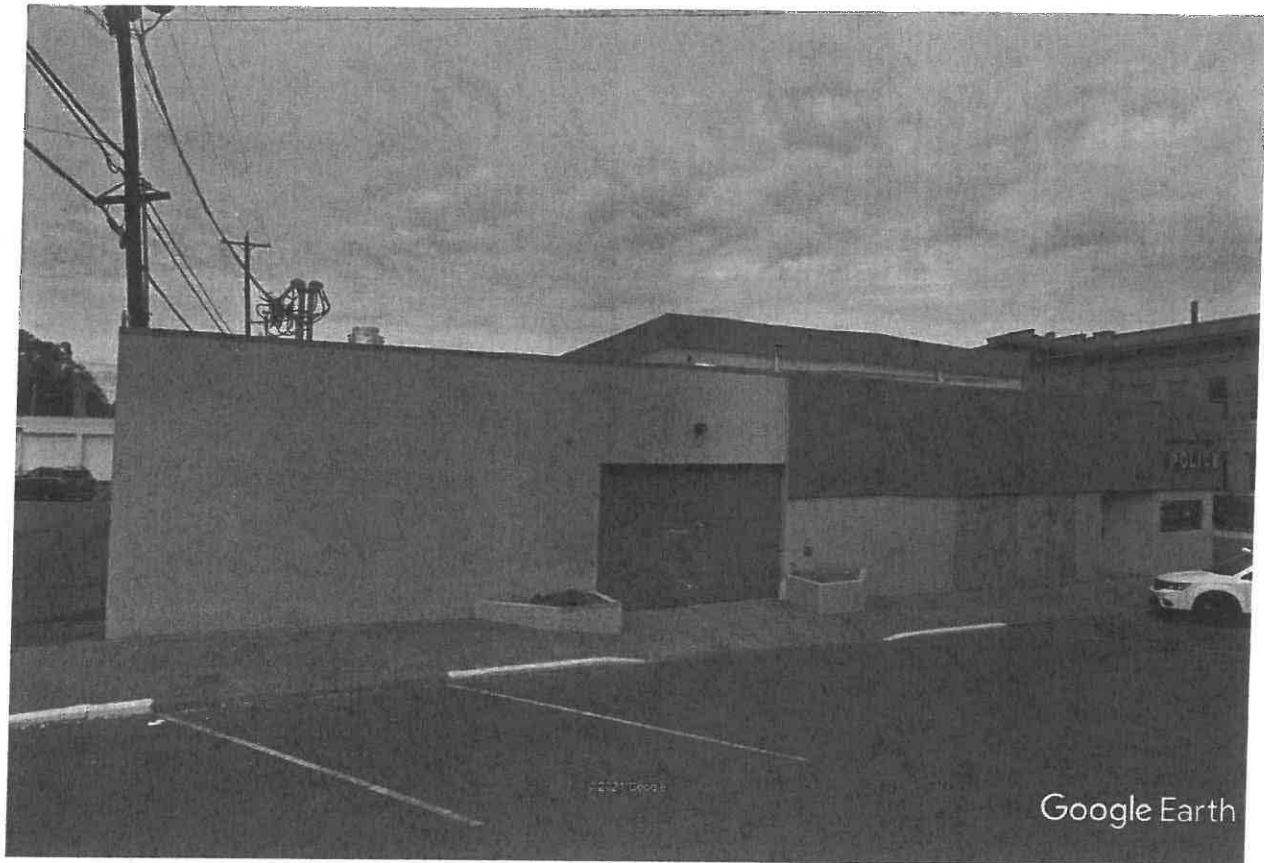
**SUBJECT TO:**

- 1) Public or private easements, or claims of easements not shown by the public records.**
- 2) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.**



401 Court St. The Dalles OR 97058

East Wall





United States Department of the Interior  
National Park Service

# National Register of Historic Places Continuation Sheet

Section number 7 Page 54

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**HISTORIC DATA:** The BPOE of The Dalles was organized in Cascade Locks on July 11, 1895, moving to The Dalles in March, 1896. In 1910, the organization purchased their present property; at the time the property contained two residences and a meat market. Early that year, a committee of five members, including E.M. Wingate, Grant Mays, B.C. Olinger, A.E. Lake, and Frank Meneger were appointed to supervise the immediate construction of the new facility.

In February, 1908, the Elks announced plans to build the \$40,000 lodge. The lodge planned a three story building with a basement that included a swimming tank, showers, and fuel and boiler room. A parlor, reception hall, smoking room, reading and billiard rooms, buffet and kitchen were planned for the main floor. The lodge room proper was planned for the second floor and sleeping rooms on the third floor. The building was dedicated in 1910, the same year the Carnegie Library was opened. By 1922, the Elks had 1000 members, from a large portion of the surrounding area. The Elks Temple still serves the fraternal organization.

#34 **HISTORIC NAME:** Eddin Motor Co.  
**COMMON NAME:** P.U.D. Building  
**ADDRESS:** 401 Court Street  
**RESOURCE TYPE:** Building  
**OWNER'S NAME AND ADDRESS:**  
Northern Wasco Co. P.U.D.  
401 Court Street  
The Dalles, Oregon 97058  
**ASSESSOR'S MAP:** IN-13E-3BC **BLOCK:** 8 **LOT:** 1,2 **TAX LOT:** 600  
**ADDITION:** Original Dalles City  
**YEAR BUILT:** c. 1930  
**STYLE:** Altered  
**USE:** Commerce: Office  
**PREVIOUS HISTORIC LISTING:** None  
**CLASSIFICATION:** Compatible Non-Contributing

**PHYSICAL DESCRIPTION:** This one-story concrete block building has a flat roof with decorative raised diamond patterns in the spandrel. The walls are a combination of stucco and rough aggregate placed in vertical panels. The windows are metal fixed pane. A garage door is located on the east elevation which is flanked by two planters.

United States Department of the Interior  
National Park Service

# National Register of Historic Places Continuation Sheet

Section number 7 Page 55

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The rear (south) elevation retains some the original character of the building. The board form concrete walls are punctuated by large multi-pane windows with metal sash and wire mesh. The bays are separated with raised pilasters.

**HISTORICAL DATA:** This building was used as an auto garage. In 1936, Eddins Motor Company occupied the building.

#35 **HISTORIC NAME:** Unknown  
**COMMON NAME:** Oliver Floor Covering and The Dalles Auto Parts  
**ADDRESS:** 118 East Third Street  
**RESOURCE TYPE:** Building  
**OWNER'S NAME AND ADDRESS:**  
    Millard F. & Ruth S. Hartley  
    3643 Scott Road  
    Hood River, Oregon 97031  
**ASSESSOR'S MAP:** IN-13E-3BC    **BLOCK** 8    **LOT:** 3, 4    **TAX LOT:** 700  
**STYLE:** Altered  
**YEAR BUILT:** c. 1935  
**USE:** Retail  
**PREVIOUS HISTORIC LISTING:** None  
**CLASSIFICATION:** Compatible Non-Contributing

**PHYSICAL DESCRIPTION:** This one-story, concrete building has an exterior stucco finish. The roof is flat and built up. The L-shaped plan provides on-site parking. The primary facade features aluminum storefront doors and windows. Some of the windows have been blocked in. Garage doors are located on the north elevation. The building has been extensively remodeled over the years.

#36 DELETED FROM DISTRICT

#37 DELETED FROM DISTRICT

#38 **HISTORIC NAME:** Wasco County Courthouse #2  
**COMMON NAME:** Masonic Lodge Hall and Smith Callaway Chapel  
**ADDRESS:** 105 West Third Street  
**RESOURCE TYPE:** Building