



## CITY OF THE DALLES PUBLIC WORKS

1215 WEST 1<sup>st</sup> STREET  
THE DALLES, OREGON 97058  
(541) 298-5401

Application Fee	\$10
Expedite Fee	\$25
Event Deployment Fee	\$50
A contractor work zone is not an event.	

# SIDEWALK/STREET CLOSURE APPLICATION

In accordance with The Dalles [Municipal Code 2.24.060](#), the sidewalk/street closure permit application must be submitted at least seven (7) business days prior to the proposed closure date. The Public Works Department shall have seven days to process the application. Fee(s) must be paid in full before application will be processed. **This permit will be considered a public document. All information submitted will be accessible to the public, in its entirety, on the City's website.**

**Please download and save this form before filling it out.**

**Date of Application:**

04/18/2023

Format: MM/DD/YYYY

**Applicant First Name**

David

Primary First Name

**Applicant Last Name**

Polehn

Primary Last Name

**Contact/Responsible Party**

Mainstreet The Dalles

If the responsible party is not the applicant

**Email:**

david@polehn.com

Primary email address

**Business Name:**

The Dalles Main Street

**Mailing Address:**

710 E 2nd St #3, The Dalles, OR 97058

**Phone:**

(541) 705-5428

On-call emergency phone number

**Other Phone:**

(541) 705-5428

Daytime phone number

For sidewalk closures a temporary pedestrian accessible route plan (TPARP) must be selected.

- View the TPARP advisory memorandum [here](#).
- View the TPARP options [here](#) and then select the type you will use.

**Type of Closure:**

- ☐ Street (TCP Required)
- ☐ Sidewalk (TPARP Required)
- ☐ City-Owned Parking Lot (TCP Required)
- ☐ Dumpster placed in the right-of-way
- ☒ Other (Describe below)

**For sidewalk closures, select a type of Temporary Pedestrian Accessible Route Plan (TPARP):**

- ☐ 1.a. Sidewalk diversion - Within roadway
- ☐ 1.b. Sidewalk diversion - Additional right-of-way
- ☐ 2. Sidewalk closure - Mid-block
- ☐ 3. Sidewalk closure - Corner

Installation of Parklet in parking space along 2nd street

Please describe other type of right-of-way closure

**Location(s) of closure**

in vicinity of Petite Province, Wines on 2nd and 15 Mile winery. To be installed on 2nd street near front entrance of each business location.

**Reason for closure (e.g. event, construction, etc.)**

to intall parklet

Please write the addresses or sections of sidewalk/street for the requested closure.

Please describe the project or event for the requested closure.

**Closure begin date**

05/01/2023

Format: MM/DD/YYYY

**Time**

00:01

**Closure end date**

10/31/2023

Format: MM/DD/YYYY

**Time**

23:59

## Sidewalk/Street Closure Fees

Fee(s) must be paid in full before application will be processed.

1. Application Fee: \$10.00
2. Expedited Fee (when application is turned in less than 5 days prior to the event): \$25.00
3. Event Deployment Fee (on for profit events which require use of City signs and barricades that staff deliver to event): \$50.00  
A contractor work zone is not an event.

To pay by credit card, call the Public Works Department at (541) 296-5401.

To pay with a check or cash, mail or deliver to the City of The Dalles Public Works Department, 1215 West 1st Street, The Dalles, 97058 during business hours, weekdays 7:00 a.m. to 4:00 p.m.

## Required Attachments

The applicant may be required to email one or more items to complete this application:

1. For street closures, applicants must attach a written and drawn **traffic control plan** that shows the safe and efficient movement of public traffic through or around a work/closure zone while protecting workers, incident responders, and equipment. The traffic control plan will be reviewed per the [Oregon Temporary Traffic Control Handbook](#).
2. Applicants for street or City-owned parking lot closures for events or construction work must provide a **Certificate of General Liability Insurance** with a minimum of \$1,000,000 coverage, with stated purpose of on the Certificate for the event and listing The City of The Dalles, 313 Court St. The Dalles, OR 97058 as a co-insured. Insurance is in addition to acknowledgement of responsibility and cannot be cancelled without prior notice to the City.

View the City's policy for insurance requirements [here](#). Read The Dalles Municipal Code 2.24.060 [here](#).

## Acknowledgment of Applicant Responsibility

- ☒ I, the Applicant, agree to comply with the provisions of the City Charter, The Dalles Municipal Code (including TDMC 2.24.060), Resolutions, City policies connected with sidewalk and street closures, and with the requirements listed in this Application.
- ☒ I, the Applicant, agree to indemnify, defend, and hold harmless the City of The Dalles and its officers, agents, and employees, from and against all liability, loss, and costs (of whatever form or nature, including property damage, pedestrian accessibility, personal injury, and death) arising from or relating in any way to actions, suits, claims, or demands attributable in whole or in part to my (including my officers, agents, and employees) acts or omissions in the performance of activities connected with this Permit.
- ☒ I, the Applicant, certify I or the Responsible Party listed in this Application will notify adjacent property or business owners 72 hours prior to any closures authorized by this Permit.
- ☒ I, the Applicant, certify I or the Responsible Party listed in this Application shall remain on-site or be available for on-call emergencies for the duration of the Permitted event and closure.
- ☒ I, the Applicant, certify I or the Responsible Party listed in this Application will notify City Public Works Central Dispatch at the times of both closure and reopening by calling (541) 298-5507.

Failure of the applicant to meet the requirements of this permit, including following of the Traffic Control Plan and/or Temporary Pedestrian Accessible Route Plan, will result in a Stop Work Order and possible revocation of the permit.

***By clicking submit and pasting or typing your name/signature in the signature line, you confirm you have read, understood, and affirmatively agree to be bound by the terms and conditions described.***

## Applicant Signature

David Polehn

Please save the form after signing. Then **click to email the form to [publicworks@ci.the-dalles.or.us](mailto:publicworks@ci.the-dalles.or.us)**

## Receipt of Required Items

City Use Only

TCP for Street/Parking Lot Closure:

☐

Attached

☐

Not Required

TPARP for Sidewalk Closure:

☐

Attached

☒

Not Required

Certificate of General Liability:

☒

Attached

☐

Not Required

Payment Received: ☐ Check

☐

Cash

☐

Credit Card

1. There is no sidewalk closures or alterations allowed by this permit.
2. The City is has a seal coating project on 2nd St. downtown the first week of June. Installation of the paklets can start on Monday, June 12th.

Insurance Certificate on file, expires 7/1/2023.

# Record of Approvals

Michael Bosse

Digitally signed by Michael Bosse

Date: 2023.04.18 14:02:37 -07'00'

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Americans with Disabilities Act Coordinator

Daniel Hunter

Digitally signed by Daniel Hunter

Date: 2023.04.18 14:18:22 -07'00'

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Human Resources/Risk Director

David Mills

Digitally signed by David Mills

Date: 2023.04.24 11:37:18 -07'00'

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Transportation Division Manager

10/31/23

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Permit Expiration Date



## RIGHT-OF-WAY USE AGREEMENT

This RIGHT-OF-WAY USE AGREEMENT (**Agreement**) is entered into by and between the City of The Dalles, an Oregon municipal corporation (**City**), and The Dalles Main Street Program, a domestic public benefit corporation (**Applicant**).

**WHEREAS**, The Dalles Municipal Code (**TDMC**) 2.24.020 provides the City has full jurisdiction and exercises regulatory control over all public rights-of-way within the City under the authority of the City Charter and Oregon law;

**WHEREAS**, TDMC 2.24.040 provides no person may occupy or encroach on a public right-of-way without the permission of the City, and the City grants permission to use rights-of-way by *inter alia* permits;

**WHEREAS**, Applicant established a yearly public program utilizing 8' by 20' parklets (**Parklet**) designed to encourage pedestrian activity, improve the City's downtown streetscape, calm traffic, and stimulate local businesses;

**WHEREAS**, Applicant sited and intends to further site Parklets on and upon the public right-of-way located within the City, as defined by TDMC 2.24.010;

**WHEREAS**, since Applicant is and intends on further encroaching on and upon the public right-of-way of a City street, Applicant's current and expected Parklet siting necessitates Applicant obtain a City-approved Street/Sidewalk Closure Permit (**Permit**) for each Parklet; and

**WHEREAS**, while the City's permission to encroach on and upon the public rights-of-way is granted through Permits, the Parties enter this Agreement to memorialize each Party's rights and responsibilities connected with the use of up to three (3) Parklets located within the City.

**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:

1. The term of this Agreement commences on May 1, 2023, and expires on November 1, 2023, unless terminated sooner pursuant to Section 3 herein.
2. Applicant agrees to obtain all necessary City approvals, including all required Permits, prior to siting any Parklet or otherwise encroaching on or upon any public rights-of-way located within the City.
3. The Parties agree this Agreement may be mutually terminated with two (2) weeks' written notice. This Agreement may be unilaterally terminated by the City upon Applicant's default. A default occurs if Applicant breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within a reasonable time after Applicant receives written notice from the City specifying the breach. If the unremedied breach implicates public safety or

traffic safety concerns, the Parties agree immediate remedy is reasonable; otherwise, the Parties agree one (1) week's notice is reasonable for Applicant to remedy the breach. Applicant's failure to act diligently and in good faith to satisfy conditions over which it has control or influence is deemed a breach. In all events, Applicant shall remove, at no cost to the City, all encroachments on or upon the public right-of-way, whether Parklets or otherwise, located within the City at termination.

4. Applicant agrees it is responsible for complying with the terms of all City approvals, including all required Permits, and this Agreement. The Parties agree Applicant's responsibilities are non-transferable, non-delegable, and non-assignable. Nothing in this Agreement bars Applicant from indemnifying against its third-party liabilities, actions, or omissions connected with Applicant's siting of Parklets on or upon public rights-of-way.
5. The City agrees the Parklets are available for Applicant's commercial public and private use, whether for Applicant's rent, lease, license, donation, gift, or otherwise to private entities and downtown business owners for their use on or upon the public right-of-way adjacent to them. Applicant agrees it is solely responsible to City for all Parklet use contemplated by this Agreement, irrespective of whether Applicant contracts or agrees with any third-party users to limit its liabilities. In no event shall the City be responsible or liable for violations of any Oregon or federal law or regulations connected with Applicant's or any third-party's use of the Parklets or occupancy of the public right-of-way thereon: to the maximum extent allowed by law, the Parties expressly agree Sections 7 and 8 of this Agreement shall cover all potential liabilities to the City, at no cost to the City, including, without limitation, claimed or actual violations of Oregon Liquor and Cannabis Commission regulations and Americans with Disabilities Act violations.
6. Applicant agrees to prioritize the public safety by ensuring *best practices* associated with the use and implementation of Parklets on or upon the public right-of-way.
  - (a) *Best practices* specifically include, but are not limited to:
    - (1) utilizing methods of place making to keep Parklets activated by capitalizing on the community's assets, inspirations, and potential so the Parklets' designs promote the community's health, happiness, and well-being; (examples of place making: art, botanicals, experience activities for diners, aesthetic coloring, and atmospheric lighting)
    - (2) promoting public safety by preventing all potential visual obstructions for vehicular traffic from existing on or upon any Parklet;
    - (3) establishing all traffic controls necessary to inform vehicular traffic of a Parklet's occupancy of the public right-of-way at the furthest distance practicable;
    - (4) prohibiting the placement of any political campaigning or election

signage on or upon the Parklets;

- (5) maintaining the Parklets free from clutter, rubbish, and untidiness; and
  - (6) constructing and destructing the Parklets using a heightened degree of care in consideration of their location on or upon a public right-of-way.
- (b) Applicant agrees it is solely responsible to the City for ensuring best practices are enacted and any failure to meet, at least, the practices and conditions listed as Section 5(a)(1)(6) shall be deemed default under this Agreement and the City shall have the option to terminate this Agreement pursuant to Section 3 herein.
- 7. The Parties agree no associative, employee-employer, hiring party-independent contractor, joint venture, partner, principal-agent, or other legal relationship is created by this Agreement or its performance.
  - 8. Applicant agrees to maintain a policy or policies of insurance providing for liability coverage and property damage in the amounts of \$500,000 per occurrence and \$1,000,000 aggregate, respectively specifically, each Parklet shall require a separate policy or policies of insurance and the covered location shall be the nearest and most adjacent valid address to the sited Parklet. Any policy or policies shall name the City, as an additional insured and Applicant shall provide the City with written evidence of any policy or policies prior to its performance of this Agreement or occupancy of the public right-of-way.
  - 9. Applicant agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from all claims, actions, damages, judgements, and liabilities, without limitation, incurred or connected with Applicant's use of the public right-of-way or performance arising from this Agreement provided, however, in no event shall Applicant indemnify against the City's sole negligence. Applicant further agrees to include the following quoted text provision verbatim (after populating the name of the Parklet user as appropriate) in any agreement it enters connected with the rental, lease, license, donation, gift, or use of all Parklets located on or upon a public right-of-way located within the City: [User] agrees to indemnify, defend and hold harmless the City of The Dalles, its officers, agents, and employees from all claims, actions, damages, judgements, and liabilities, without limitation, incurred or connected with [User]'s use of the public right-of-way or performance arising from this agreement; provided, however, in no event shall [User] indemnify against the City of The Dalles' sole negligence."
  - 10. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:



To the City:  
City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

To Applicant:  
Executive Director  
The Dalles Main Street Program  
710 E. 2<sup>nd</sup> Street  
The Dalles, OR 97058

For matters requiring immediate attention, such as those matters implicating public safety or traffic safety concerns, the Parties agree to electronically mail copies of written notices in satisfaction of this Agreement's notice requirements when delivered to:

To the City:  
Matthew Klebes  
City Manager  
[mklebes@ci.the-dalles.or.us](mailto:mklebes@ci.the-dalles.or.us)

To Applicant:  
Chris Zukin  
President  
[czukin@meadowoutdoor.com](mailto:czukin@meadowoutdoor.com)


11. This Agreement is the entire Agreement between the Parties on the use of Parklets and no other oral or written agreements or representations, whether implied or express, exist.

This Agreement may be modified by a mutually executed written document. **IN WITNESS WHEREOF**; the Parties duly execute this **RIGHT-OF-WAY USE AGREEMENT** this February 16<sup>th</sup> day of February, 2023.

**CITY OF THE DALLES**

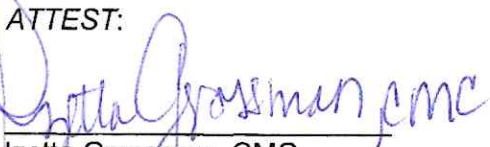
  
Matthew B. Klebes  
City Manager

**THE DALLES MAIN STREET PROGRAM**

  
Chris Zukin  
President

2-15-2023

ATTEST:

  
Izetta Grossman, CMC  
City Clerk