

AGENDA**REGULAR CITY COUNCIL MEETING****APRIL 8, 2024****5:30 p.m.****CITY HALL COUNCIL CHAMBER****313 COURT STREET****&****LIVE STREAMED****https://www.thedalles.org/Live_Streaming****CHANGES TO ONLINE PARTICIPATION**

To speak online, register with the City Clerk no later than noon the day of the council meeting.

Email amell@ci.the-dalles.or.us Phone (541) 296-5481 ext. 1119

When registering include: your first & last name, city of residence, and the topic you will address.

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. PRESENTATIONS/PROCLAMATIONS
 - A. Recognition of The Dalles Robotics Team
 - B. Community Outreach Team – Spring 2024 Recap

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 three 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 11, 2023 Regular City Council Meeting Minutes
- B. Approval of the March 25, 2024 Special City Council Meeting Minutes
- C. Resolution No. 24-009 A Resolution Concurring with The Mayor's Appointments to The Urban Renewal Budget Committee and Urban Renewal Agency

10. CONTRACT REVIEW BOARD ACTIONS

- A. Authorization to award Contract No. 2024-002 – 2024 Asphalt Crack Seal Contract
- B. Authorization to award Contract No. 2024-003 – 2024 Slurry Seal Contract

11. ACTION ITEMS

- A. ANPC Ground Lease at Columbia Gorge Regional Airport

12. EXECUTIVE SESSION

In accordance with ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

- A. Recess Open Session
- B. Reconvene Open Session
- C. Decision, if any

13. ADJOURNMENT

This meeting conducted VIA Zoom

Prepared by/
Amie Ell, City Clerk

CITY OF THE DALLES

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



AGENDA STAFF REPORT

AGENDA LOCATION: Item #5B

MEETING DATE:

TO: Honorable Mayor and City Council

FROM: **Dan Spatz, Economic Development Officer**

ISSUE: The Dalles Community Outreach Team – March 2024 Delegation

BACKGROUND: The Dalles Community Outreach Team is an informal coalition of public and private partners: City of The Dalles, Wasco County, Port of The Dalles, Columbia Gorge Community College, The Dalles Area Chamber of Commerce, North Wasco County School District, Northern Wasco People’s Utility District and Mid-Columbia Economic Development District. Since 2001, these partners have developed long-term relationships with federal and state lawmakers; the mission is to foster a vibrant, diverse local economy. The team meets monthly to identify priority initiatives of common interest. Team members become versed in each other’s projects, enabling the team to speak with one voice in meeting lawmakers, state and Congressional staff. Such advocacy through the years has fostered federal investments in such initiatives as the QualityLife fiberoptic network; emergency operations center; maritime terminal; Union Street undercrossing; Ft. Dalles Readiness Center; college instructional programs in nursing, renewable energy and advanced manufacturing; and economic funds awarded through the Columbia Gorge National Scenic Area. In keeping with the foundational principal of always asking “for the last dollar, not the first,” the strategy is to integrate federal support with local funding including Columbia-Gateway Urban Renewal District and state resources. The team also advocates on behalf of regional issues such as federal forest management, scenic area boundary expansion to comply with Oregon land use requirements and workforce development.

The Dalles Community Outreach Team
Community Enhancement Program
March 2024



The Dalles, Oregon

COMMUNITY OUTREACH TEAM



CITY OF THE DALLES
Matthew Klebes, City Manager
mklebes@ci.the-dalles.or.us
(541) 296-5481



COLUMBIA GORGE COMMUNITY COLLEGE
Dr. Kenneth Lawson, President
(541) 506-6034



MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT
Jessica Metta, Executive Director
jessica@mcedd.org
(541) 296-2266



NORTH WASCO COUNTY SCHOOL DISTRICT
Dr. Carolyn Bernal, Superintendent
bernalc@nwasco.k12.or.us
(541) 506-3420



NORTHERN WASCO COUNTY PEOPLE'S UTILITY DISTRICT
Roger Kline, General Manager
Roger-kline@nwascopud.com
(541) 296-2226



PORT OF THE DALLES
Andrea Klaas, Executive Director
andrea@portofthedalles.com
(541) 298-4148



THE DALLES AREA CHAMBER OF COMMERCE
Lisa Farquharson, CEO/President
lisa@thedalleschamber.com
(541) 296-2231



WASCO COUNTY
Tyler Stone, Administrative Officer
tylers@co.wasco.or.us
(541) 506-2552

VISITING COMMUNITY OUTREACH TEAM MEMBERS



Greg Weast, Commission Vice-President, Port of The Dalles
gweast@portofthedalles.com (541) 980-1107

Greg was elected to the Port of The Dalles in 2011 and became Commission President in 2017. Prior to becoming a Commissioner, he served as Chair of the Port Budget Committee for many years. Greg has been an active member of The Dalles community, representing small business owners on the Urban Renewal District board, as a volunteer band director, and a downtown business owner for over 30 years. Greg is a well-known advocate of independent music stores and small business.



Sue Davis, Executive Director, College Advancement & Columbia Gorge Community College Foundation
sdavis@cgcc.edu 509-637-5597

Brings long expertise in public and private sector partnership development, resource development, marketing, and media relations. She has a background in agriculture policy, international marketing, and nonprofit marketing.



Phil Brady, Wasco County Commissioner
philb@co.wasco.or.us (541) 993-6980

Phil's journey in life has brought him back to where he was born and raised in The Dalles, Oregon. He earned a BS in Physics from Gonzaga University in Spokane, a Master's in Education from Lewis and Clark College. Phil was a member of the Jesuits for seven years and subsequently served nine years as a Maryknoll Catholic Missionary with his wife and daughters in Venezuela. After returning to Oregon, he taught incarcerated youth in juvenile detention for nine years before finishing his career teaching high school physics and chemistry. Prior to being elected county commissioner, Phil was the Chairman of the Board of Directors at Mid-Columbia Medical Center.



Dan Spatz, Economic Development Officer (EDO)
City of The Dalles
dspatz@ci.the-dalles.or.us (541) 296-5481

As the city's EDO Dan is responsible for urban renewal, airport expansion, brownfield recovery and other business incentive programs. A graduate of Columbia High School in White Salmon, Clark College and Eastern Oregon State College, Dan is former editor of The Dalles Daily Chronicle. He served nine years on The Dalles City Council and 15 years as development director for Columbia Gorge Community College, where he led construction of a regional skills center and student residence hall.

PROJECTS OVERVIEW

**Aviation Maintenance Technician
Regional Airport & Program Expansion.....Page 9**

Request: \$1.4 million to complete capital stack for aviation technician training hangar and business park expansion. The City of The Dalles (Oregon) and Klickitat County (Washington) jointly own and operate Columbia Gorge Regional Airport in Dallesport, an Oregon airport in Washington state. The expansion is supported by private sector, local, state, and federal funds. The project value is estimated at \$5.9 million, and is shovel-ready upon secured funding.

Port of The Dalles Marina Boat Launch Ramp Upgrade.....Page 10

Request: We seek your assistance to help the Port of The Dalles identify funding for the redevelopment of our launch ramp phase I, permitting and survey work. The Port of The Dalles launch ramp is one of very few staging areas and entry points into the Columbia River in the Mid-Columbia Region. In the event of a river emergency or in response to the Cascadia event, this site will be a critical access point to the Columbia River for emergency response. Phase I, to be completed over the next 18-24 months, involves required studies and permitting for the project.

Columbia Gorge Early Learning CenterPage 11

Request: Rural Oregon and Washington are child care deserts, where the severe shortage of affordable child care hampers economic growth. Columbia Gorge Community College, Columbia Gorge Education Service District and local public partners propose to convert a former middle school into an early learning center to serve at least 200 students of all ages, from all walks of life. Columbia Gorge Educational Service District (ESD) will operate the facility. A \$7 million combined federal allocation, augmented by an existing American Rescue Plan Act (ARPA) commitment, will leverage new funding from Business Oregon, the Oregon Legislature, private foundations, Energy Trust of Oregon and other sources to meet the \$18 million cost of renovation. This facility will provide a model for affordable, sustainable child care in rural communities through public-private partnerships.

Wasco, Hood River, Sherman County Crisis Resolution Center.....Page 12

Request: We are seeking \$36,000,000 million in funding. Wasco County and Mid-Columbia Center for Living are collaborating to establish a comprehensive behavioral health campus in Wasco County, aiming to address local, state, and regional behavioral health needs. The campus will feature various facilities including residential treatment centerers, a crisis stabilization center, and expansions of existing services, with a phased approach for development.

Port of The Dalles Industrial Land Acquisition.....Page 13

Request: The Port of The Dalles seeks \$3.1 million to assist with industrial land purchase and real estate redevelopment. The Port of The Dalles has been advocating for the expansion of the Urban Growth Boundary so Wasco County and The Dalles can continue to prosper. In the meantime, the Port needs additional resources to acquire industrial land outside of the City of The Dalles and to work on in-fill within the city limits so there is adequate space for existing businesses to expand, and new businesses to grow.

Columbia Gorge Regional Airport Hangar & Business Park

COMMUNITY BENEFIT

- ✓ Aviation maintenance training
- ✓ Private job creation
- ✓ Columbia Gorge Regional Airport supports: wildfire response, Life Flight operations, and economic growth

REQUESTED ASSISTANCE

- ✓ \$1.4M **Funding Request**
- ✓ \$2.8M **Economic Development Administration**
- ✓ \$1M **Washington State Community Aviation Revitalization Board**
- ✓ \$700,000 **Local Funding**

HISTORY

In 2023 the Oregon Legislature enacted special legislation allowing the college to provide credit instruction for aviation students at Columbia Gorge Regional Airport, recognizing the airport's unique bi-state status. This status originated just prior to World War II, through parallel bills approved by the Washington and Oregon Legislatures and signed into law in 1941.



BACKGROUND

Columbia Gorge Community College's accredited FAA Part 147 Airframe & Powerplant training is the only such program in Eastern Oregon. The closest in Washington State is in Moses Lake. The college is a training partner with Horizon Airlines. There is a dire shortage of qualified aviation mechanics across the Pacific Northwest and world-wide. This project will enable the college to expand its aviation mechanic training. The project will also expand the airport's business park, allowing recruitment of aviation-centered jobs to the region's largest general aviation airport.

LEAD SPONSORS

Organizations: Klickitat Co. & City of The Dalles
Contact: Dan Spatz, Economic Development Officer
Richard Foster, Klickitat Co. Economic Authority
Phone, Email: (541) 340-9883 dspatz@ci.the-dalles.or.us
(509) 773-7060
richardf@klickitatcounty.org

THE DALLES OUTREACH TEAM

Community Enhancement Program

Wasco, Hood River, Sherman Co. Crisis Resolution Center

COMMUNITY BENEFIT

- ✓ Collaboration with Mid-Columbia Center for Living (MCCFL) will cover Wasco, Hood River, and Sherman Counties
- ✓ Focus on creating a comprehensive behavioral health campus in Wasco Co.
- ✓ This campus will integrate local, state, and regional behavioral health facilities for improved services
- ✓ The approach aims to provide essential services not currently available in the region



BACKGROUND

The campus will feature various facilities including Residential Treatment Facilities, a Crisis Stabilization Center, and expansions of existing centers. The project will be completed in three phases, with the first phase focusing on high-priority needs such as Secure Residential Treatment and Residential Treatment Facilities. Subsequent phases will include additional facilities like the Consumer Drop-In Center and Substance Use Disorder Residential Treatment. Estimated costs for each phase range from \$11.6 million to \$20.4 million.

LEAD SPONSORS

Organizations: Wasco County
Contact: Tyler Stone, Administrative Officer
Phone, Email: (541) 506-2550
tylers@co.wasco.or.us

REQUESTED ASSISTANCE

- ✓ \$36,000,000 **Funding Request**
- ✓ \$3,100,000 **County Contribution**
- ✓ \$14,000,000 **State Funding**
- ✓ \$53,000,000 **Total**

THE DALLES OUTREACH TEAM

COMMUNITY BENEFIT

- ✓ 212 Children served
- ✓ 35+ jobs created
- ✓ 30 families on subsidized tuition
- ✓ English & Spanish proficiency
- ✓ Professional training for providers
- ✓ Energy-efficient and state of the art renovation

REQUESTED ASSISTANCE

- ✓ \$6,000,000 **Funding Request**
- ✓ \$400,000 **Columbia Gorge Education Service District**
- ✓ \$7,000,000 **State of Oregon**
- ✓ \$1,700,000 **ARPA**
- ✓ \$3,000,000 **Foundations & others**
- ✓ \$18,100,000 **Total**

Community Enhancement Program

Columbia Gorge Early Learning Center



BACKGROUND

Oregon's childcare system is in crisis with acute shortages of supply across the state and over 72% of Oregon counties identified as childcare deserts. A recent OSU study found that 60% of Oregonians with young children spend 20% of their monthly income on childcare, and 54% of Oregon employers say childcare access is a challenge in hiring and retention. In Wasco County, where 20% of resident live below the poverty line and the median household income is 74% of the state average, the situation is untenable. In a 2021 study, 89% of respondents indicated that finding dependable and affordable childcare limited their access to employment or education.

LEAD SPONSORS

Organizations: Columbia Gorge Education Service District
Contact: Dr. Pat Sublette Superintendent
Phone, Email: (541) 298- 5155
psublette@cqed.k12.or.us

PORT OF THE DALLES Columbia River Launch Ramp Upgrade

COMMUNITY BENEFIT

- ✓ Provides Columbia River access for recreational boaters & emergency responders

REQUESTED ASSISTANCE

- ✓ \$200,000 **Funding Request**
- ✓ \$75,000 **Oregon State Marine Board**
- ✓ \$75,000 **Port Contribution**
- ✓ \$350,000 **Total**



BACKGROUND

The Port of The Dalles is collaborating with the Oregon State Marine Board on upgrades to the public boat launch and restrooms, with preliminary designs underway. The Port is now initiating the permitting process to ensure readiness for project implementation. Additionally, coordination with Wasco Co. Emergency Management and the Sheriff patrol ensures that proposed upgrades meet emergency water response needs, including potential use for water rescues within 10 mi., while proactive planning prepares for involvement in Cascadia event recovery efforts, leveraging The Dalles' strategic location for assisting the Portland Metro area via the Columbia River.

LEAD SPONSORS

Organizations: Port of The Dalles
Contact: Andrea Klaas, Executive Director
Phone, Email: (541) 298-4148
andrea@portofthedalles.com



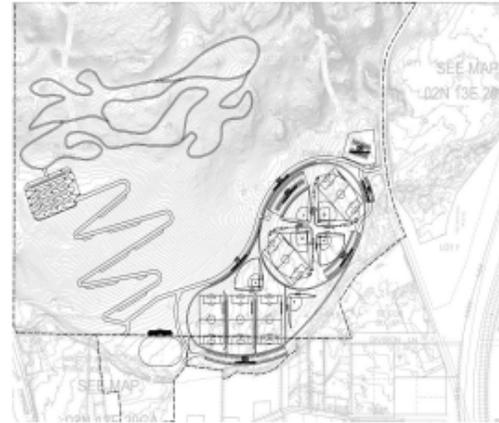
WASCO COUNTY Kramer Field Redevelopment Project

COMMUNITY BENEFIT

- ✓ Youth recreational facility
- ✓ Land for housing
- ✓ Behavioral health facilities

REQUESTED ASSISTANCE

- ✓ \$445,000 **Funding Request**
- ✓ \$80,000 **County Contribution**
- ✓ \$525,000 **Total**



BACKGROUND

The This funding request will provide site master planning on a 154-acre piece of land recently acquired by Wasco County. The redevelopment of Kramer Field in a new location is the domino project that provides the real estate for several critically important projects for the region including a new hospital, new youth recreational facilities, land for housing, economic development opportunities, and the addition of three critical behavioral health facilities.

LEAD SPONSORS

Organizations: Wasco County
Contact: Tyler Stone, Administrative Officer
Phone, Email: (541) 506-2550
tylers@co.wasco.or.us

THE DALLES OUTREACH TEAM

COMMUNITY BENEFIT

- ✓ Location: The Port of The Dalles serves as the primary economic development engine for both The Dalles & Wasco County.
- ✓ Past Strategy: Historically, the Port has focused on acquiring undeveloped industrial land.
- ✓ Investment: The Port invests in infrastructure and site preparation to ready the land for business development and expansion
- ✓ Employment Target: Based on the Port's target of 10 jobs per acre, this would equate to 320 jobs potentially supported by the available land.

REQUESTED ASSISTANCE

- ✓ \$3,000,000 **Funding Request**
- ✓ \$1,000,000 **Port Contribution**
- ✓ \$4,100,000 **Total**

Community Enhancement Program PORT OF THE DALLES Industrial Land Acquisition



BACKGROUND

The Port of The Dalles has successfully managed finances and diversified the local economy. With industrial land in short supply, acquiring 44.72 acres within city limits presents an opportunity for continued business growth. Plans for the site, including potential collaborations and funding opportunities, are underway to support future development initiatives.

LEAD SPONSORS

Organizations: Port of The Dalles
Contact: Andrea Klaas, Executive Director
Phone, Email: (541) 298-4148
andrea@portofthedalles.com



	SRS PAYMENTS FY 2021 RECEIPTS YEAR:	PROJECTED 25% PAYMENT FY 2017 RECEIPTS YEAR:	PROJECTED FY 2017 25% FUND PAYMENT VS. FY 2021 SRS:	PERCENT OF NATIONAL FOREST SERVICE LAND:
COUNTY	896.0 K	174.9 K	-80.5%	11.5%
STATE	82.9 M	26.9 M	-67.6%	24.2%

SECURE RURAL SCHOOLS

The Secure Rural Schools and Community Self-Determination (SRS) Act was enacted in 2000 to compensate for steep reductions in revenues from timber harvests, which resulted from national policies that substantially diminished revenue-generating activities within federal forests. For FY 2021, the SRS program provided \$274 million for roads and schools and other critical services in 656 mostly rural counties, parishes and boroughs across the United States. Congress reauthorized SRS payments for FY 2021-2023.

OUR ASK

Without SRS, forest counties nationwide face dramatic budgetary shortfalls. Counties urge Congress to renew its long-standing commitment to forest counties by increasing revenue sharing through active forest management and extending SRS as critical transitional funding

SRS PAYMENTS CRITICAL FOR SERVICES INCLUDING:

TRANSPORTATION INFRASTRUCTURE	SCHOOLS	FOREST MANAGEMENT	ECOSYSTEM PROTECTION	PROTECTION FROM WILDFIRE	SEARCH AND RESCUE	EMERGENCY SERVICES

Notes: The receipts year reflects when U.S. Forest Service (USFS) collects revenues from national forest lands. Without the SRS Act reauthorization, states revert to the Payments to States Act of 1908 as amended, receiving a 25 percent payment from national forest receipts. USFS estimates FY 2017 county 25 percent payments based on county shares of the national forest receipts. These estimates reflect the application of a 6.8 percent surcharge to the state payments.

Sources: NACo analysis of data from the U.S. Forest Service and Bureau of Land Management and Headwaters Economics analysis of the U.S. Geological Survey, Protected Areas Database.



WASCO COUNTY, OR 2022 PAYMENTS IN LIEU OF TAXES (PILT)

PILT RECEIVED FY 2022	PERCENT OF PILT ENTITLEMENT LAND	PILT ENTITLEMENT ACRES	PILT AMOUNT PER ENTITLEMENT ACRE
\$110,512	14.4%	220,074	\$0.50

FEDERAL LAND, LOCAL COMMUNITIES



62% of counties have federal land within their boundaries. Even though they are not able to collect property taxes on federal land, county governments must still provide essential services for their residents and those who visit these public lands each year. Such services include road and bridge maintenance, law enforcement, search and rescue, emergency medical, fire protection, solid waste disposal and environmental compliance.

Our ask: **Counties urge Congress to provide full funding for PILT in FY 2023 and to support a sustainable long-term approach to financing essential local services in America's public lands counties.**

BREAKDOWN OF COUNTY PILT ENTITLEMENT ACRES BY AGENCY

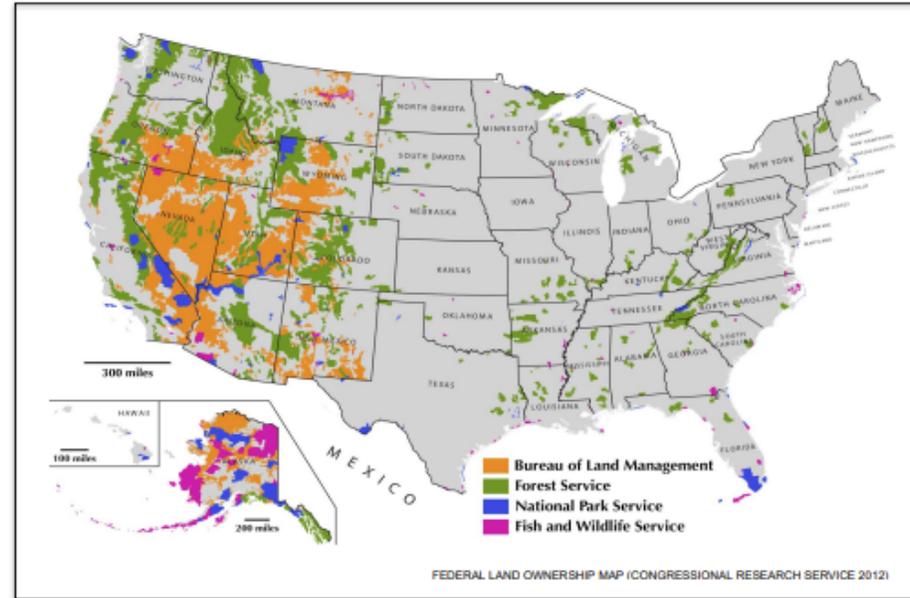
Bureau of Land Management	Forest Service	Bureau of Reclamation	National Park System	U.S. Army	U.S. Army Corp of Engineers	Fish and Wildlife Service	Other Agencies*
45,477 (20.7%)	174 K (79.3%)	24 (0.0%)	0 (0.0%)	0 (0.0%)	160 (0.1%)	0 (0.0%)	0 (0.0%)

NACo Analysis of: U.S. Department of the Interior Data. PILT received, FY 2022 represents the total PILT appropriations for fiscal year 2022. Total Number of PILT entitlement acres reflects the number of acres eligible for PILT payments. * Other Agencies includes acres managed by the Utah Reclamation Mitigation and Conservation Commission (URCC).

PILT FUNDING CRITICAL FOR SERVICES INCLUDING:

						
ROAD AND BRIDGE MAINTENANCE	LAW ENFORCEMENT	SEARCH AND RESCUE	EMERGENCY MEDICAL	FIRE PROTECTION	SOLID WASTE DISPOSAL	ENVIRONMENTAL COMPLIANCE

WHO OWNS THE WEST?



The Federal Government owns 68% of Alaska, 47% of the 11 Western States, and only 4% of the remaining 38 States.

In Oregon, federal land ownership (32,000,000+ acres) accounts for almost half of all the lands of the State (63,000,000+ acres). Other public lands (state and local) mean even more land is off limits for helping fund local services.

Challenges

- Federal payments to counties based on timber receipts, and later in compensation for lost timber harvest, once funded county roads and other services, but have all but disappeared in recent years, leaving huge budget holes for counties to fill.
- Counties cannot collect property taxes on public lands within their boundaries to help fund local roads and services, risking the loss of costly public road infrastructure.
- Local taxpayers are experiencing sticker shock and rejecting large tax measures designed to replace lost federal revenues.

Solution

- Restoration of sustainable timber harvest would help restore funds to county coffers, assure healthier forest through thinning practices, and reduce the risk from catastrophic wildfire.





AGENDA STAFF REPORT

AGENDA LOCATION: Item #9 A - C

MEETING DATE: April 8, 2024

TO: Honorable Mayor and City Council

FROM: Amie Ell, City Clerk

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

- A. **ITEM:** Approval of the March 11, 2024 Regular City Council meeting minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the March 11, 2024 Regular City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: City Council review and approve the minutes of the March 11, 2024 Regular City Council meeting minutes.

- B. **ITEM:** Approval of the March 25, 2024 Special City Council meeting minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the March 25, 2024 Special City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: City Council review and approve the minutes of the March 25, 2024 Special City Council meeting minutes

- C. **ITEM:** A Resolution Concurring with The Mayor's Appointments to The Urban Renewal Budget Committee and Urban Renewal Agency.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The Mayor has met with the applicants and recommends appointments.

RECOMMENDATION: City Council concurs with the Mayor's Appointments to The Urban Renewal Budget Committee and Urban Renewal Agency; and approves Resolution No. 24-009.

MINUTES

CITY COUNCIL MEETING
COUNCIL CHAMBER, CITY HALL
MARCH 11, 2024
5:30 p.m.

LIVE STREAMED & IN PERSON

PRESIDING: Mayor Richard Mays

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

COUNCIL ABSENT: Tim McGlothlin

STAFF PRESENT: City Manager Matthew Klebes, City Attorney Jonathan Kara, City Clerk Amie Ell, Public Works Director Dave Anderson, Police Chief Tom Worthy, Community Development Director Joshua Chandler, Human Resources Director Daniel Hunter, Executive Assistant Abby Jara

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 Executive Assistant Jara. Long, Runyon, Randall, Richardson present. McGlothlin absent.

PLEDGE OF ALLEGIANCE

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

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

APPROVAL OF AGENDA

Mayor Mays noted amendments to the agenda adding a Presentation from Boy Scout Troop 398

MINUTES
Regular City Council Meeting
March 11, 2024
Page 2

and Consent Agenda Item # 9C; Approval of the Surplus of Public Works Vehicles and Equipment. (See attached)

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

PRESENTATIONS PROCLAMATIONS

The Dalles Booster Club Project Proposal

Anthony Pereira of The Dalles Booster Club presented the proposal.

Randall stated he supported the project.

Richardson said he supported as long as the sign would be a TD not just a D.

Klebes asked where the proposed location was and what the timeline would be.

Pereira said it would be on the hillside above Thompson track. He planned to propose to high school teachers and the ASB this project be organized as a senior project. He said it would ideally be completed before the 2024 graduation ceremony.

Pereira described other recent Booster Club projects and highlighted the strong involvement of community members on these projects.

Mayor Mays asked that staff work with Mr. Pereira on the project.

The Dalles Police Department Drone Policy Update

Police Chief Tom Worthy presented the Drone Policy Update along with Officer John Caminiti and Deputy Kanyon Reams.

Runyon asked if any of the policy restrictions we currently have might be removable because they are more strict than State regulations.

Reams said Oregon State has very strict regulations limiting when police are allowed to use the drone; 1. With a search warrant. 2. Probable clause with exigency 3. With written consent from a property owner. 4. For training purposes, anything recorded during these flights is not

MINUTES

Regular City Council Meeting

March 11, 2024

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admissible in court. LEDA the Law Enforcement Drone Association, is working on making Oregon police drone use laws less restrictive and more aligned with those of other states.

Runyon suggested working with Representative Helfrich.

Worthy said what had been most impactful for him was the ability to have at-distance surveillance on dangerous suspects thus keeping officers and civilians safe.

Randall asked for clarity on the nature of restrictions near river access areas.

Worthy said because the camps along the river are not an exigency nor an environmental emergency, they cannot fly there now under the current regulations.

Parkinson's Awareness Month Proclamation

Kevin Mansfield a Facilitator for Parkinson's Resources Oregon and Public Policy Ambassador with the Michael J. Fox Foundation. He shared his personal story living with Parkinson's and shared statistical information about the disease (see attached)

Mayor Mays read the proclamation.

Richardson asked about the benefit of an Oregon Parkinson's Registry.

Mansfield said they would know the number of people in Oregon who have Parkinson's, where the hotspots are, if it is affecting certain nationalities more than others, as well as background and possible types of environmental exposure that may be related to the disease. This data would help scientists and researchers working to find a cure.

Trevor Anderson, Assistant Cub Master for The Dalles Scout Pack 398 introduced the leader, co-leader, and pack. He said the pack was working on their Arrow of Light which is the highest award in cub scouting. He thanked Councilor Richardson for coming to teach the pack civics and how city government works. They were taking advantage of the invitation to attend a City Council meeting.

AUDIENCE PARTICIPATION

Michael Wilson read his letter to Council. (see attached)

CITY MANAGER REPORT

MINUTES

Regular City Council Meeting

March 11, 2024

Page 4

City Manager Matthew Klebes reported;

- Outreach and analysis being done to learn about the impact of the bankruptcy of American Queen Voyages regionally. Have entered into conversations to learn what state resources might be brought in to assist.
- Attended the Chamber Distinguished Citizen's Banquet.
- Showed example of a newly refurbished holiday decoration.
- Reported a Community Outreach team visit to D.C. last week. Economic Development Officer Dan Spatz advocated for local projects and policies. He will present at a future Council meeting.

CITY COUNCIL REPORTS

Councilor Randall reported;

- Historic Landmark Commission meeting, update on Ghost Sign Lighting for the Gitchell Building.

Councilor Richardson reported;

- Chamber Distinguished Citizen's Banquet attendance.
- Requested staff review Mr. Wilson's request presented during audience participation.
- Requested staff bring back Council goals for review and updates.
- Recognized wins over the past year.
 - A year ago, concerns about the Annex. It has proven to be a win for the community helping dozens reducing the number of homeless camps.
 - Blighted buildings knocked down and lots cleaned to provide spaces for new opportunities
 - Police force has recruited in a very competitive environment moving from 7 openings to just 2.
 - The Dog River Pipeline has been built.
 - Starting to think about how Google funds will be used.

Councilor Runyon reported;

- Mid-Columbia Veteran's Memorial committee meeting.
 - House Bill 2147 regarding unclaimed remains of veterans. State and County agencies are now required to appoint a staff person to research funeral homes and locate any unclaimed veteran remains to be taken to Willamette National Cemetery.

Mayor Mays reported;

- There will be no Regular City Council meeting on March 25th, instead there will be an

MINUTES

Regular City Council Meeting

March 11, 2024

Page 5

executive session

- Chamber Distinguished Citizen's Banquet attendance.
- Booster Club get together.

Councilor Long reported;

- Chamber Distinguished Citizen's Banquet attendance.

•

CONSENT AGENDA

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

Items approved on the consent agenda were: 1) The minutes of the February 26, 2024 Regular City Council Meeting. 2) Resolution No. 24-008 A Resolution Concurring with The Mayor's Appointment to The Historic Landmarks Commission. 3) Approval of the Surplus of Public Works Vehicles and Equipment.

DISCUSSION ITEMS

Consideration of Fireworks Regulations

City Manager, Matthew Klebes reviewed the Staff Report. (See attached article handout)

Fire Chief Palmer and Division Chief Fire Marshall Wood provided additional information.

Palmer said the Fire district's mission is to protect the welfare and safety of the community as well as the firefighters. A ban of fireworks each year would meet the mission of the fire district. The commercial fireworks display in the river is on a barge in a controlled environment and meets all code. Personal fireworks are more uncontrolled. When there is a ban there are less fires in a community.

Wood said retail sales permits for fireworks are issued in March the fees for these permits total \$125.00 for the applicant. He said Statewide in Oregon 65 fires were started by fireworks in 2022.

Runyon asked about data for The Dalles and Wasco County specifically.

Wood said antidotally there have been fires started by fireworks every year except for the last two when there were bans.

MINUTES

Regular City Council Meeting

March 11, 2024

Page 6

Palmer said since the bans have been placed, there have been reductions in the number of fires. He said enforcement of the ban has been difficult for the Police Department. He said over time, the community would get used to a standing ban. Unless supervised and controlled fireworks cause fires. There is greater danger May through October.

TNT Fireworks Area Manager Jason Simpson of Eugene, Oregon spoke in opposition of a standing ban of retail sales and personal use of fireworks. He said it should be considered whether fires caused by fireworks were due to illegal fireworks or those sold legally referred to as 'safe and sane'. The safe and sane fireworks do not shoot up and meet requirements to be below a certain height. He said there are consequences of a standing ban on retail sales and personal use of fireworks. He shared printed information and articles regarding cities that had established bans. (see attached)

Mayor Mays said the City had banned fireworks three years in a row and in the past the decision had followed the announcement of a county-wide fireworks ban.

Klebes said the fireworks bans usually happened late in June and there have been complaints from retailers about this impacting their sales. He said the City had only banned the use of personal fireworks, not sales. Bans are happening after permits for the retail sale of fireworks.

Kara said the ban in recent years has happened in Special Session to follow the passing of County bans.

Palmer said there is advantage to coordinate between County and City. He said more advanced notice allows for more time to educate the community of the ban.

Richardson asked if there was leeway in issuing permits later.

Wood said permits have to go to the State Fire Marshall office by April 1st and this drives the timeline.

Audience members Richard Wolfe and Mike Courtney both spoke on to council. Asking for more educational outreach, the use of data to inform decisions, and Support for Police Department to ensure enforcement.

Council directed staff to bring back more information as it becomes available later in the season and to consider waiting for County wide firework bans.

MINUTES
Regular City Council Meeting
March 11, 2024
Page 7

EXECUTIVE SESSION

In accordance with ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Mayor Mays recessed Open Session at 7:05pm

Mayor Mays reconvene Open Session at 7:50pm

ADJOURNMENT

Being no further business, the meeting adjourned at 7:52pm

Submitted by/
Amie Ell, City Clerk

SIGNED:

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

SUPPLEMENTAL AGENDA

REGULAR CITY COUNCIL MEETING

March 11, 2024

5:30 p.m.

Item to be added to the agenda:

9. CONSENT AGENDA

C. Approval of the Surplus of Public Works Vehicles and Equipment

All subsequent numbering of agenda items adjusted

Amie Ell, City Clerk



CITY OF THE DALLES

Department of Public Works
1215 West First Street
The Dalles, Oregon 97058

AGENDA STAFF REPORT

AGENDA LOCATION: Item #9C

MEETING DATE: March 11, 2024

TO: Honorable Mayor and City Council

FROM: Eric Hansen, Deputy Public Works Director

ISSUE: Approving item on the Consent Agenda.

A. **ITEM:** Surplus of Public Works vehicles and equipment.

BUDGET IMPLICATIONS: Revenue received from the sale of property will be deposited into the appropriate Public Works funds.

SYNOPSIS: The following is a list of Public Works vehicles and equipment 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 public auction.

1. 2011 Ford F350 4x4 Cab and Chassis pickup VIN#1FT7X3BT6BEB90511 103,000 miles, diesel
2. 1991 Dodge 2500 4x4 pickup, VIN# 1B7KM26Z3MS289092, unknown miles, gas
3. Fleetside bed from a 2001 Ford F350 pickup, blue in color
4. Tommy lift gate 1300# capacity
5. 2004 Ford F350 4x2 flatbed, VIN# 1FDWF36P85EB7764, 6 extra tires, PTO, Diesel
6. Onan/Cummins Diesel Generator, Serial# 090006600 Model 5HDKBC-2660d, 4,050 Hours
7. 2005 Ford F350 4x2 single cab Pickup with Utility Box, VIN#1FDSF34F6YED89602, Diesel, 145,894 miles
8. MetroTech Vloc Series 2 Locator with bags and accessories, Serial #20502101531/20401103025, Model # VX205-2/VX204/1
9. 8' Flatbed off of Ford pickup, with toolbox and lights, unknown manufacturer and year
10. Five (5) Chamberlin Elite SL3000UL Vehicle Slide Gate operators, 2008 year, plus 30 remotes

RECOMMENDATION: Approve surplus of Public Works equipment as described.

Consent Agenda Item – PW Surplus Approval

The Economic Burden of Parkinson's Disease: Study Finds Annual Cost to Federal Government is \$25 Billion, Double Previous Estimates

National Economic Burden of Parkinson's

\$52 Billion

Approximately 1 million people in the U.S. have Parkinson's, which costs the nation **\$52 billion each year**. This includes a **direct medical cost of \$25.4 billion**, with additional indirect and non-medical costs of **\$26.5 billion**. It is estimated that more than **1.6 million** people in the United States will be impacted by Parkinson's disease by 2037, at an estimated economic burden of **\$79 billion**.

The Direct Cost of PD to the Federal Government

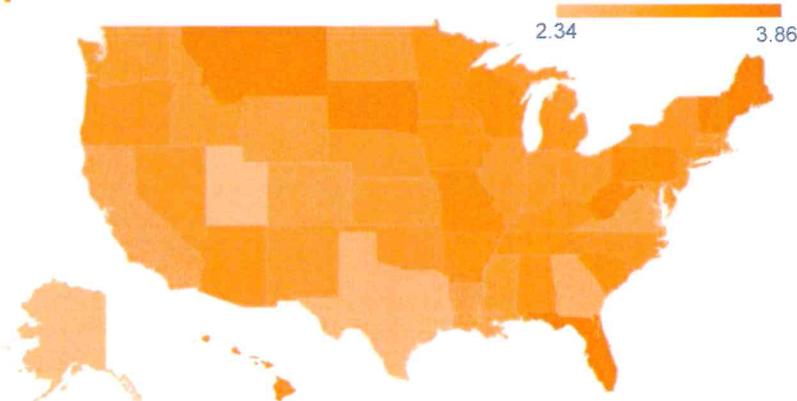
\$25 Billion

\$23 billion of the direct cost to the federal government is shouldered by Medicare, with an additional **\$2 billion** attributable to SSI/SSDI.

90%

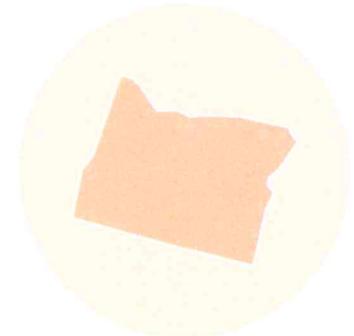
Medicare insures **90%** of people with Parkinson's. In 2017, only 7% of direct medical care costs were attributable to private insurance. The excess medical cost of PD for patients on Medicare is **\$24,811 every year**.

Parkinson's Prevalence by State, per 1,000 People



For more information, contact policy@michaelfox.org

Cost and Prevalence in Oregon



Oregon's population is **4,189,659 people**
13,926 have Parkinson's

The direct and indirect costs to care for people with Parkinson's in Oregon is **\$696 million**

PD prevalence in Oregon:

3.32
Per 1,000 people

The federal government spends **\$25 billion** every year to care for people with Parkinson's disease, and only **\$234 million** researching the disease. It's time for the government to invest more to find a cure for Parkinson's.



THE MICHAEL J. FOX FOUNDATION
FOR PARKINSON'S RESEARCH

I HAVE 21 DEER GRAZING IN THE FIELD NEXT
DOOR TO ME, BETWEEN 10th AND 13th STREET. 5 DEER
CAME DOWN MY DRIVE WAY EVERY NIGHT, CROSSING
~~WEST~~ WEST 10th STREET. SOME BODY PUT UP A SALT
LICK BLOCK, AND APPLES ALONG 10th STREET. I HAVE
AND 5 DEER KILLED IN FRONT OF MY HOUSE. YOU
ARE NOT GOING PUT UP A STOP LIGHT, OR STOP
SIGN, BECAUSE 10th STREET HAS TO BE OPEN FOR
POLICE CARS, AMBULANCES, FIRETRUCKS. ASK PEOPLE
IF THEY WANT TO PURCHASE A STREET LIGHT IN
FRONT OF THEIR HOUSE, MAY BE YOU COULD PUT UP
SLOW DOWN-DEER CROSSING SIGNS ALONG 10th STREET

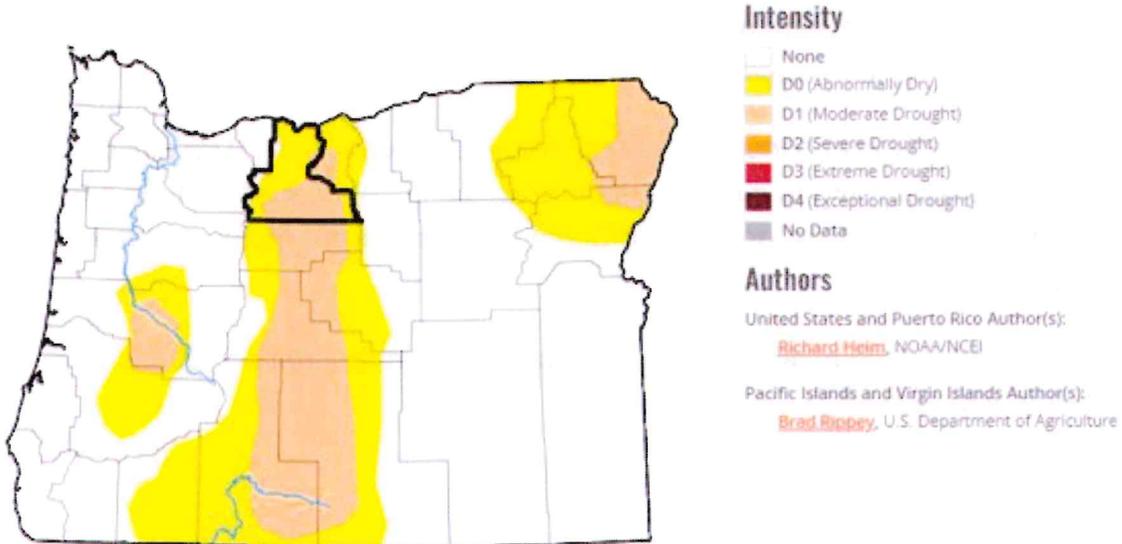
Audience Participation
March 11, 2024
Michael Wilson

Wasco County in moderate drought

[columbiagorge.com/news/wasco-county-in-moderate-drought/article_11722c42-da84-11ee-8ce3-af7e1773eeb1.html](https://www.columbiagorge.com/news/wasco-county-in-moderate-drought/article_11722c42-da84-11ee-8ce3-af7e1773eeb1.html)

By Flora Gibson Columbia Gorge News

March 5, 2024



THE DALLES — More than 14% of Oregon is in moderate (D1) drought, including about 41.91% of Wasco County, according to the U.S. Drought Monitor.

Abnormally dry conditions (D0) cover another 93.69% of Wasco County this February.

That’s down from more than 17% of Oregon experiencing moderate to severe (D2) conditions in late January.

About 10,566 Wasco County residents are experiencing drought now.

This isn’t unusual for the past two decades, which have — on average — been drier than any other two decades for the past 1,000 years, despite a couple of wet seasons, according to Oregon.gov. The culprits are temperature and precipitation levels. Even a wet spring cannot always stave off a drought, if several previous years were dry enough to build up a severe moisture deficit.

For now, though, snowpack within the Hood-Sandy-Lower Deschutes basin is at 100% for the year, compared to the median value from 1991-2020. The John Day basin is at 117%, according to the Oregon Snow Survey, a service of U.S. Department of Agriculture’s Natural Resources Conservation Service.

Snow-water equivalent (the amount of water on the landscape, stored as snow) measured anywhere from below to well above historical averages in February, depending on location.

Oregon streams east of the Cascades also vary from below-average flow, to well above average in February; west of the Cascades, most streams had above-average flows.

However, reservoir levels in the Deschutes basin measured below average in February.

Drought and snowpack conditions were still changing in January and February. An atmospheric river of storms slammed parts of the west coast in the week of Feb. 14-20, but dried out upon crossing the Cascades.

The United States has experienced increasing droughts since about 2014, as compared to the decade before, according to the same source. Since 2014, both severity of droughts, and the percent area of the U.S. experiencing drought, appear to have increased from the decade before.

For more information, or to make a citizen science report on drought conditions in your area, go to droughtmonitor.unl.edu.

How can TNT Fireworks Help You with YOUR Illegal Fireworks Issue?

For the past 100 years, TNT Fireworks has distinguished itself throughout the nation as a company that is committed to safety, quality and service, as well as supporting public safety agencies' efforts in those communities to combat the sale and use of illegal fireworks.



Recognizing that local jurisdictions have not only become the **"first line of defense"** but regrettably the **"only line of defense"** against illegal fireworks, TNT Fireworks has been partnering with cities, counties, and states in a joint effort to curb illegal fireworks. [\(Click here to see why illegal fireworks problems keep getting worse.\)](#)



TNT Fireworks has developed several tools, that when used in conjunction with each other will have an impact on your community's illegal fireworks problem.

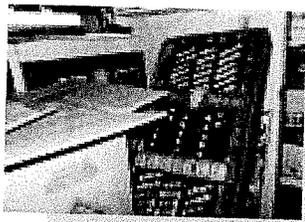
LOCAL PSA's AND EDUCATION VIDEOS

TNT Fireworks has worked to create a variety of education materials to help educate the public about the safe and proper use of legal fireworks. Resources are also available to inform the public about the difference between Colorado legal-fireworks and illegal fireworks. These resources are available in print form, digital content and videos. TNT Fireworks can also hand out fliers to customers informing them of local PSA's.

[\(Click here for an example safety video.\)](#)

FIREWORKS SOCIAL HOST ORDINANCE

An increasing number of cities, counties and fire districts are adopting "Fireworks Social Host Ordinances" in order to make owners, renters, leasees, and/or those that have possession of a residence or other property ("Responsible Person"), responsible for dangerous illegal fireworks possession

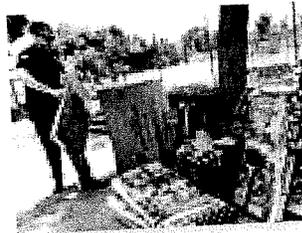


and use on that property. Law enforcement and fire authorities in a jurisdiction only need to verify on what property the fireworks were launched or used. Once that is verified, the jurisdiction may pursue the "Responsible Person" for that jurisdiction's fine. In most instances, in general law cities, it is the maximum fine of \$1,000.

[\(Click here for rationale for and samples of Social Host Ordinances.\)](#)

RESPONSE COST RECOVERY ORDINANCE

Response Cost Recovery Provision is a safety net to allow you to seize illegal fireworks and minimize your exposure



of being stuck with the costly disposal costs associated with them if the State fails to pick them up. [\(Click here for rationale for and a sample Response Cost Recovery Ordinance.\)](#)

ILLEGAL FIREWORKS REPORTING SMARTPHONE APP – "NAIL'EM"

This new, unique smartphone app, appropriately named "Nail'em", places the power of illegal fireworks enforcement in the palm of your residents' hands. It allows them to easily report the possession, sale and use of illegal fireworks in your community along with photos and GPS locations.



When your jurisdiction fully participates with "Nail'em", the citizen's complaint is automatically routed to the correct law enforcement and/or fire personnel. Your jurisdiction can then follow up using their Social Host / Administrative Fine / Response Cost Recovery Ordinances.

Using this tool in conjunction with the others listed above will allow your jurisdiction to issue more citations/fines resulting in fewer people choosing to use and/or sell in illegal fireworks next year.

[\(Click here for more information on this amazing new free app and how you can get it for your jurisdiction.\)](#)

Officials report less surrendered fireworks, more fireworks complaints



- By: Ryan Bonham

KEZI CH 9

EUGENE, Ore. – Statistics provided by Eugene and Springfield fire and police officials showed a slight drop in illegal fireworks voluntarily turned in this year and a slight rise in complaint calls related to illegal fireworks use, police officials said.

Locals had the opportunity to turn in illegal fireworks without being cited on July 1 and July 2 at Eugene and Springfield fire stations, officials said. The Metro Explosives Disposal Unit collected about 240 pounds of fireworks this year, according to Eugene police officials. Police said this year's collection was slightly down from 245 pounds collected in 2022.

Calls from the public complaining about illegal fireworks use rose slightly, however, with 185 calls recorded between 8 p.m. on July 4 and 2 a.m. on July 5, police officials said. Eugene police officials said that in 2022 a total of 131 calls were recorded at the dispatch center. This year marked the most calls received in the past seven years, with a low of 40 calls in 2019, authorities said.

Eugene's city council voted in 2022 to ban fireworks within the city limits due to fire danger risk and their impact on people and pets, police said.

TO: City Council for October 19, 2023 Work Session
 FROM: Ben Janes, Fire Chief 
 DATE: October 6, 2023
 THROUGH: Mark W. Shepard, P.E., City Manager 
 Jason Harvey, Police Chief
 SUBJECT: Fireworks Ban Discussion



Action Requested:

Staff recommends City Council provide staff direction regarding the possibility of a fireworks ban in the City.

Strategic Operational Plan Priority:

N/A

Discussion:

The City Council has expressed a desire to explore the possibly of implementing a fireworks ban in the City. A fireworks ban could take many different forms. In its informal discussions about fireworks, the Council has not been clear about what form of fireworks ban it might want to explore. In order to provide Council adequate information, staff needs Council to provide some clarity and direction. Staff presents the following questions to help the Council work through this issue:

1. What does the Council want to consider banning?
 - a. Possession of fireworks?
 - b. Lighting off fireworks?
 - c. Sale of fireworks?
 - d. Other?
2. What expectation is there for enforcement?

City of Eugene's Experience

In preparation for this discussion, staff reached out to the City of Eugene to understand their experience with enacting their fireworks ban. The City of Eugene's ban prohibits lighting off fireworks. Eugene is covered by the Eugene/Springfield Fire District. Eugene enacted a fireworks ban and the City of Springfield does not have a ban on fireworks. So the experience in Eugene/Springfield is instructive.

In its first year of the ban, Eugene saw a measurable increase in fires from previous years. Conversely, the City of Springfield did not see an increase in the fires over the 4th of July. Therefore, the ban of fireworks in Eugene did not demonstrate a decrease in potential fire activity.

While the Corvallis area experienced two fires during the 4th of July in 2023, neither were found to be attributed to fireworks. One fire was associated with farming equipment and the other was undetermined due to several possible ignition sources present in the area.

Enforcement Challenges

Enforcement of any type of ban in Corvallis would fall to the Corvallis Police Department (CPD). Enforcement of possession or lighting of fireworks is problematic. For reference, Eugene Police issued zero fines over the 2023 4th of July. A ban on the sale of fireworks will impact local businesses or non-profits that rely on firework sales as annual fundraisers.

Recommendation:

Staff recommends the Council not pursue a local fireworks ban at this time. The only enforceable ban would be on the sale of fireworks. A ban on the sale of fireworks would impact local businesses and non-profits and is not likely to result in a reduction in the amount or type of fireworks used in the City limits.

Budget Impact:

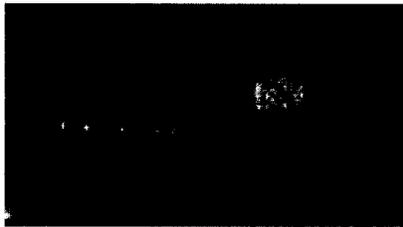
Undetermined at this time.

EUGENE, Ore.-- Eugene was lit up on Independence Day despite the city-wide ban of all commercial fireworks. With another chaotic Fourth of July, there were hopes that 2023 would see a significant reduction in legal and illegal firework activity.

Eugene resident Lexi Dawson said she is upset following the ban and the lack of participation from Eugene residents.

"They don't care what the rules are, I'm sorry it's just nobody cares," Dawson said. "All we can do is call and we see nothing being done which I know the police is involved and there's not enough of them."

The ban says that a person is not allowed to light, buy, or sell any type of "consumer firework" within city limits. Citizens are both for and against the ban, with those in favor citing the protection of animals and reduced fire risk.



Eugene still was lit up from the neighborhoods up to the skyline, despite a strict fireworks ban.

"I think people are very patriotic and want to celebrate, but on the other hand my main concern would be fire danger," Eugene resident John Ramsdell said. "The extreme measures in terms of drought and moisture being evaporated, it's kind of like a tinder box so I'm for it because of the fire issues."

Eugene Police said they took 185 calls for illegal fireworks in Eugene alone, which is 54 more calls than last year. There seems to still be a shared belief that the community can ignore the ban without facing punishment. Residents and firework sellers alike don't yet know if the ban would really work unless it changes penalties.

NEWS

Officials report less surrendered fireworks, more fireworks complaints

- By: Ryan Bonham

"We need stiffer fines and maybe have a firework squad that's out there patrolling and answering phone calls," Dawson said. "I don't know where the phone calls go, I've never made a phone call because I don't know who to call."

A major issue that arises from the bans is the lack of legal fireworks available, resulting in more illegal fireworks being used.

"I think it's going to do that, if they're going to ban it the people that want it will get it. Wherever they want to get it they will get it," Eugene resident Bruce Martin said.



Eugene's firework ban includes the outlawing of all fireworks including "consumer" grade.

The ban is set to be in place for next year's holiday, with a sizable number of people wanting it erased. Firework vendor Kristy Taylor feels that the bans are only going to drive up illegal firework sales, further worsening the firework issue.

"I frequently tell people please don't buy illegal ones because you make it very difficult for us to be able to do something that is safe and sane -- that is legal," Taylor said. "People are going to do it, so you might as well make the legal ones legal so that they can have fun."

MINUTES

CITY COUNCIL MEETING
COUNCIL CHAMBER, CITY HALL
MARCH 25, 2024
5:30 p.m.

PRESIDING: Mayor Richard Mays

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

COUNCIL ABSENT: None

STAFF PRESENT: City Attorney Jonathan Kara, City Clerk Amie Ell

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 Ell. Long, McGlothlin, Runyon, Randall, Richardson present.

EXECUTIVE SESSION

In accordance with ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

Mayor Mays recessed Open Session at 5:37 pm.

Mayor Mays reconvene Open Session at 5:48 pm.

Discussion or Decision, if any:

Mayor Mays facilitated discussion on the process for evaluation of the City Manager, City

Attorney, and Municipal Court Judge occurred.

Council discussed and agreed they would like to collect information from staff who work with the Municipal Court Judge to help with ensuring consistency of information for all councilors to use when completing evaluations. Council requests this process to be anonymous. The request for this information was due to the fact that Council did not have experience working directly with the Municipal Court Judge.

City Attorney Jonathan Kara said he would contact other Oregon municipalities to learn how they are approaching these types of evaluations. He listed City Staff who work most closely with the Municipal Judge as being; the Court Administrator, the Court Clerk, and the City Attorney. Other City staff who also have experience in Municipal Court include the Code Enforcement Officer, Animal Control Officer, and some Police Officers.

Mayor Mays said he would talk with the City Manager and direct him to work with the Human Resources Director to create an anonymous method for collecting information from those who work with the Municipal Court Judge.

Councilor Long said she would contact the Human Resources Director to make changes to questions on the performance evaluations requiring clarification.

Councilor Runyon suggested adding the option to answer questions “Unknown”.

Council organized a date for completing performance evaluations in Executive Session.

ADJOURNMENT

Being no further business, the meeting adjourned at 6:20 pm.

Submitted by/
Amie Ell, City Clerk

SIGNED:

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

RESOLUTION NO. 24-009

**A RESOLUTION CONCURRING WITH THE
MAYOR'S APPOINTMENT TO THE URBAN RENEWAL BUDGET COMMITTEE
AND URBAN RENEWAL AGENCY**

WHEREAS, there are vacant positions on the Urban Renewal Budget Committee and Urban Renewal Agency, and

WHEREAS, the Mayor has elected to appoint Cody Cornett to the Urban Renewal Budget Committee and Kristen Lillvik to the Urban Renewal Agency.

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

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

Cody Cornett to the Urban Renewal Budget Committee; with term expiring June 30, 2027, and Kristen Lillvik to the Urban Renewal Agency; with term expiring June 30, 2027.

Section 2. This Resolution shall be effective April 8, 2024.

PASSED AND ADOPTED THIS 8th DAY OF APRIL, 2024.

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

AND APPROVED BY THE MAYOR THIS 8th DAY OF APRIL, 2024.

SIGNED: _____
Richard A. Mays, Mayor

ATTEST: _____
Amie Ell, City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Item # 10A

MEETING DATE: April 8, 2024

TO: Honorable Mayor and City Council

FROM: David Mills, Transportation Manager
Dave Anderson, Public Works Director

ISSUE: Authorization to award Contract No. 2024-002 – 2024 Asphalt Crack Seal Contract

BACKGROUND: One of the City’s greatest challenges is providing adequate maintenance to its transportation systems within the constraints of labor, financial, and equipment resources available. Crack sealing stands out as a cost-effective asphalt treatment, particularly when applied while the pavement is still in a state of good repair. By sealing cracks, the intrusion of water and other harmful substances into the pavement structure is prevented, thereby preserving its strength and integrity over time. This results in smoother, safer and more comfortable driving conditions for road users. Currently, the Public Works Department performs approximately 115,000 linear feet (about 21.9 miles) of crack sealing in-house annually. However, to address the growing demand and maintain the road network effectively, additional measures are necessary.

Crack sealing prior to chip sealing is recognized as a proactive measure that helps protect and extend the life of the road surface. It not only improves the effectiveness of chip seal treatments but also reduces maintenance costs while enhancing overall performance and durability. This practice is considered an essential component of comprehensive pavement preservation and maintenance strategies. Best practice dictates crack sealing a street one year before performing a chip seal treatment. This timeline allows the crack sealant to fully cure, ensuring it has bonded completely with the pavement and formed a durable, flexible seal. Consequently, its ability to resist cracking, prevent water infiltration, and minimize the risk of reflective cracking through the chip seal layer is maximized.

In response to the need for enhanced maintenance, the Public Works Department has

taken proactive steps. For the past two fiscal years, additional crack seal work has been contracted out to assist with the backlog, effectively putting the department a year ahead of chip seal projects. This strategic approach not only addresses immediate needs but also sets the stage for more efficient and comprehensive road maintenance in the future.

The 2024 Asphalt Crack Seal Project identifies a base scope of work that included 45 streets totaling 162,250 linear feet (31.9 miles). The project was advertised for bid and four responses were received. The bid results are outlined in the table below.

CR Contracting LLC	\$126,555.00
Doolittle Construction, LLC	\$183,342.50
Pavement Surface Control	\$219,037.50
KNL Industries, Inc	\$243,375.00

The lowest responsible bid was received from CR Contracting LLC for the 2024 Asphalt Crack Seal Contract base scope of work. In addition to the lump sum bids for the base scope of work, bidders were required to provide “per-foot” unit costs so that the final scope of work could be adjusted to align with the budgeted funds available for the contract.

BUDGET ALLOCATION: The adopted FY2023-24 budget includes \$175,000 in line 005-0500-000.6087 of the Street Fund allocated for crack and surface seal projects. The low bid for the base scope of work is \$126,555. Due to the lower than anticipated unit costs per linear foot, staff has identified 50,050 linear feet of additional street sections to be crack sealed with this project. This would bring the project total to 212,300 linear feet (40.2 miles) and \$165,594. There are adequate funds available for this contract.

ALTERNATIVES:

- A. **Staff Recommendation:** *Move to authorize the award of Contract No. 2024-002 for the 2024 Asphalt Chip Seal Contract to CR Contracting LLC with the additional 50,050 linear feet in an amount not to exceed \$165,594.*
- B. Move to authorize the award of Contract No. 2024-002 for the 2024 Asphalt Chip Seal Contract to CR Contracting for the base scope of work only in an amount not to exceed \$126,555.
- C. Deny authorization to award the contract and provide additional direction to staff on how to proceed.

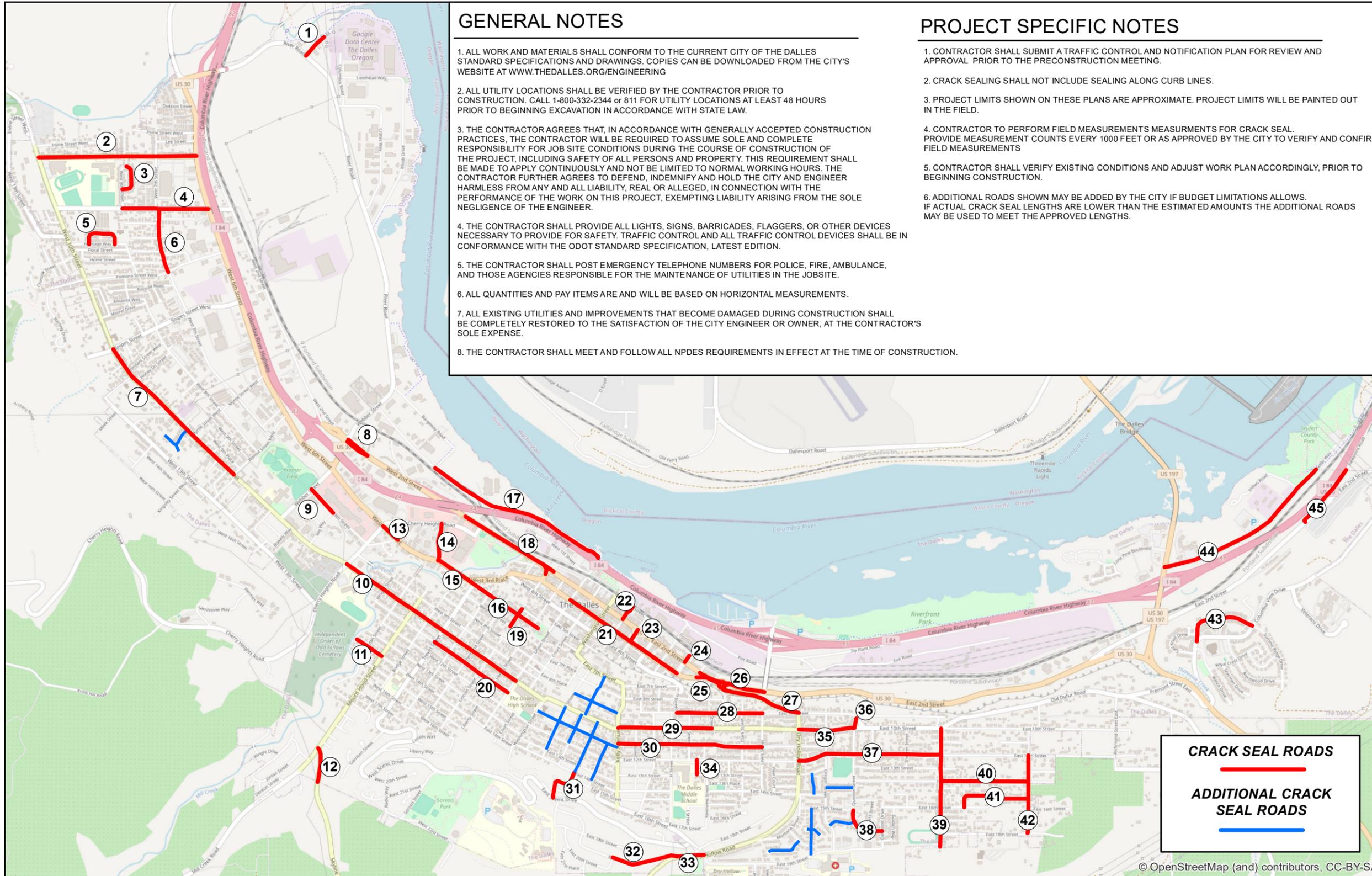
2024 ASPHALT CRACK SEAL CITY OF THE DALLES, OREGON #2024-002

GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL CONFORM TO THE CURRENT CITY OF THE DALLES STANDARD SPECIFICATIONS AND DRAWINGS. COPIES CAN BE DOWNLOADED FROM THE CITY'S WEBSITE AT WWW.THEDALLES.ORG/ENGINEERING
2. ALL UTILITY LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CALL 1-800-332-2344 OR 811 FOR UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO BEGINNING EXCAVATION IN ACCORDANCE WITH STATE LAW.
3. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE ENGINEER.
4. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR SAFETY. TRAFFIC CONTROL AND ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THE ODOT STANDARD SPECIFICATION, LATEST EDITION.
5. THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR THE MAINTENANCE OF UTILITIES IN THE JOBSITE.
6. ALL QUANTITIES AND PAY ITEMS ARE AND WILL BE BASED ON HORIZONTAL MEASUREMENTS.
7. ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER OR OWNER, AT THE CONTRACTOR'S SOLE EXPENSE.
8. THE CONTRACTOR SHALL MEET AND FOLLOW ALL NPDES REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.

PROJECT SPECIFIC NOTES

1. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL AND NOTIFICATION PLAN FOR REVIEW AND APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
2. CRACK SEALING SHALL NOT INCLUDE SEALING ALONG CURB LINES.
3. PROJECT LIMITS SHOWN ON THESE PLANS ARE APPROXIMATE. PROJECT LIMITS WILL BE PAINTED OUT IN THE FIELD.
4. CONTRACTOR TO PERFORM FIELD MEASUREMENTS MEASUREMENTS FOR CRACK SEAL. PROVIDE MEASUREMENT COUNTS EVERY 1000 FEET OR AS APPROVED BY THE CITY TO VERIFY AND CONFIRM FIELD MEASUREMENTS
5. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND ADJUST WORK PLAN ACCORDINGLY, PRIOR TO BEGINNING CONSTRUCTION.
6. ADDITIONAL ROADS SHOWN MAY BE ADDED BY THE CITY IF BUDGET LIMITATIONS ALLOWS. IF ACTUAL CRACK SEAL LENGTHS ARE LOWER THAN THE ESTIMATED AMOUNTS THE ADDITIONAL ROADS MAY BE USED TO MEET THE APPROVED LENGTHS.

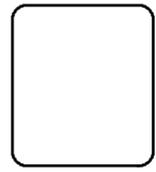


CRACK SEAL ROADS
—————
ADDITIONAL CRACK SEAL ROADS
—————

VICINITY MAP
NO SCALE



NO.	DATE	REVISIONS



CITY OF THE DALLES
PUBLIC WORKS DEPARTMENT
1215 West 1st Street
The Dalles, Oregon 97058
(541) 296-5401

A COVER AND GENERAL NOTES SHEET FOR:
2024 ASPHALT CRACK SEAL
 THE DALLES, OREGON

NAME	TMS
DATE	2/23/2024
SCALE	NTS
CHECKED	
SHEET	1
OF	1 SHEETS
JOB NO.	2024-002



AGENDA STAFF REPORT

AGENDA LOCATION: Item # 10B

MEETING DATE: April 8, 2024

TO: Honorable Mayor and City Council

FROM: David Mills, Transportation Manager
Dave Anderson, Public Works Director

ISSUE: Authorization to award Contract No. 2024-003 – 2024 Slurry Seal Contract

BACKGROUND: One of the City’s greatest challenges is the provision of adequate maintenance to its transportation systems within the labor, financial and equipment resources available. Currently, the Public Works Department utilizes a number of treatments including crack sealing, chip sealing, fog sealing, asphalt overlays and inlays, and full reconstructions to maintain its paved street system. These treatments are completed through a combination of in-house work, partnerships with other local public agencies, and contracted work in an effort to get the most value for the maintenance dollar spent. Treatments that involve repaving of a street with hot-mix asphalt often trip requirements to upgrade all associated sidewalk ramps to meet current Americans with Disabilities Act (ADA) standards, which significantly increases the project costs, and thereby makes some projects unaffordable. It’s worth noting that the City has an ADA Transition Plan and is committed to improving pedestrian access through-out the community, but this effort takes time, has a finite amount of funding available to it, and is initially focused on priority areas like school zones and public facilities access routes.

In recent years, the Public Works Department has utilized a lot of chip seal treatments to preserve pavement surfaces. This is an effective and relatively low-cost treatment that can be used on streets that still have fairly good street surface conditions, and it does not trigger ADA requirements. However, some of our streets have good surface conditions with only minor surface cracking and oxidation that would benefit from an even lower-cost treatment that will still provide the needed preservation to extend the surface life of the road.

This year, staff has developed a contracted project to perform a road surface treatment known as a slurry seal. A slurry seal is aimed at extending the lifespan of asphalt pavements in good condition by up to eight years. This treatment involves a mixture of emulsified asphalt and fine aggregate, which is used to fill surface cracks, prevent moisture intrusion, and enhance skid resistance. It serves to protect the asphalt from further oxidation and raveling while restoring a uniform black appearance. It does not trip ADA requirements and doesn't require the subsequent street sweeping that chip seals do.

For this project, a contractor will employ an emulsion distributor truck that tows a large squeegee behind it to apply the emulsified asphalt and aggregate slurry. The squeegee is then used to spread the slurry over the street surface and into the cracks. It's important to note that not all street conditions are suitable for this treatment. However, for those that are, this maintenance technique offers a cost-effective solution with reduced labor. A slurry seal only requires 30-60 minutes to cure before it can support traffic.

The 2024 slurry seal project is proposed to be applied to about 5.7 lane miles on 24 streets. The list of streets to be treated can be found under *Summer Street Maintenance* on the City's Transportation Division webpage. The project was advertised for bid and four responses were received. The bid results are outlined in the table below.

Pave Northwest, Inc	\$153,417
Doolittle Construction, LLC	\$181,032
Blackline, Inc	\$186,657
VSS International Inc	\$225,011

The lowest responsible bid was received from Pave Northwest, Inc for the 2024 Slurry Seal contract.

BUDGET ALLOCATION: The adopted FY2023-24 budget includes \$353,000 in line 005-0500-000.6087 of the Street Fund allocated for crack and surface seal projects. Of that \$353,000, \$160,000 was allocated for this project; the low bid is \$153,417. There are adequate funds available for this contract.

ALTERNATIVES:

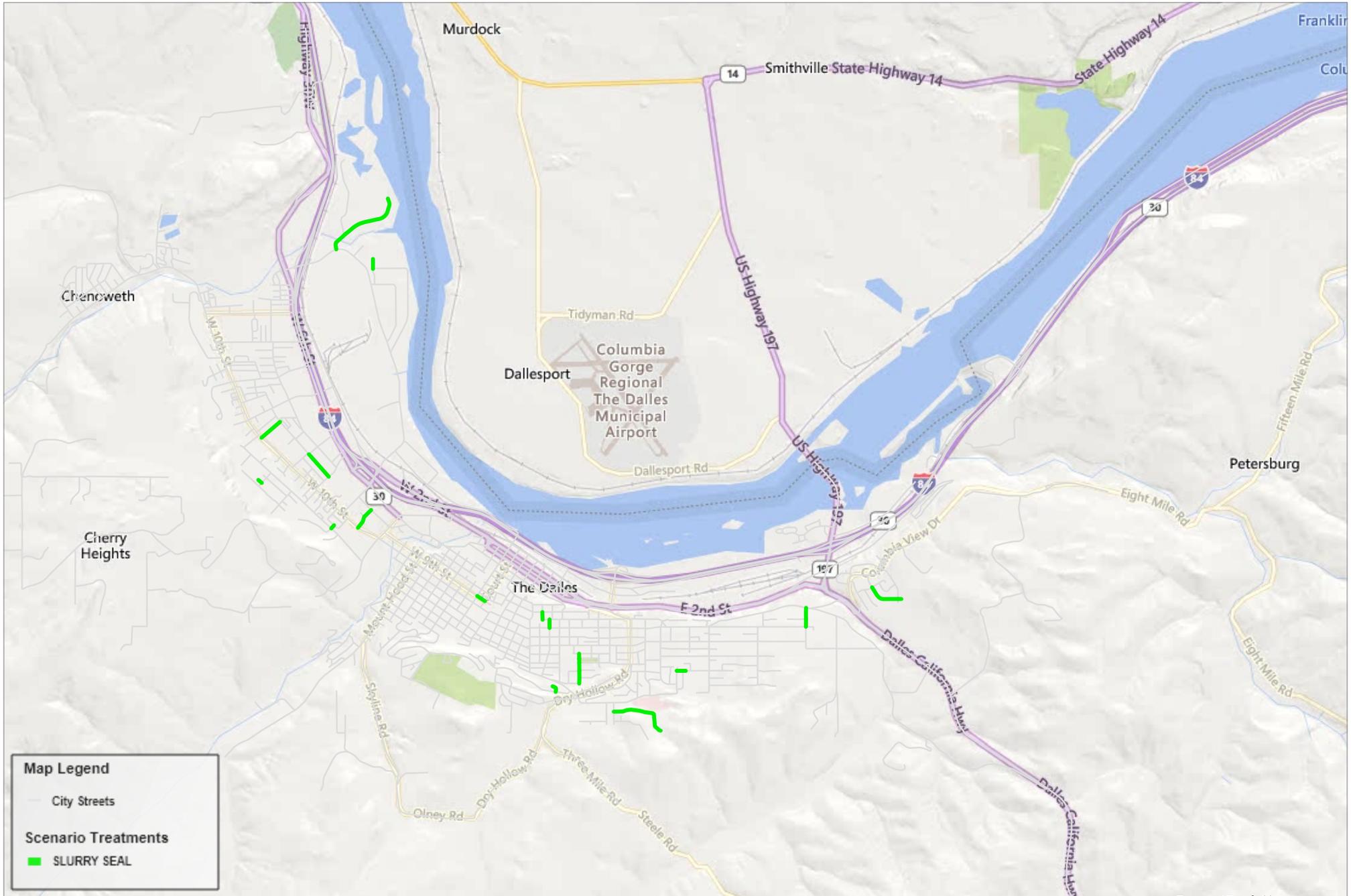
- A. **Staff Recommendation:** *Move to authorize the award of Contract No. 2024-003 for the 2024 Slurry Seal Contract to Pave Northwest, Inc in an amount not to exceed \$153,417.*
- B. Deny authorization to award the contract and provide additional direction to staff on how to proceed.



City of The Dalles, OR
1215 West 1st Street
The Dalles, OR 97058
5412965401

Scenario Treatments

850k inhouse w/ 20 - 2024 Project Period - Printed: 1/2/2024





AGENDA STAFF REPORT

AGENDA LOCATION: Item # 11A

MEETING DATE: April 8 2024

TO: Honorable Mayor and City Council

FROM: Jeff Renard, Airport Manager

ISSUE: ANPC Ground Lease at Columbia Gorge Regional Airport

BACKGROUND: Advanced Navigation Positioning Corporation (ANPC) is a long-standing ground lease tenant of The Columbia Gorge Regional Airport. The area of ground leased by ANPC includes the “infield” area between the runways on currently unbuildable land (Exhibit A).

ANPC is a global supplier of precision approach guidance and area surveillance solutions aimed at improving the safety and capacity of civil and military aviation. The ground is leased to use as a location for deploying and testing sensors and antennas monitoring inbound aircraft. In addition to the ground lease, ANPC also leases an Airport building. They continue to grow as a local technology business and employ both local and out of area pilots.

The previous lease established in 2001 had not been adjusted for Consumer Price Index (CPI) increases. The purpose of this new ground lease is to bring up to date current rent rates and continue to increase future rent rates based on CPI adjustments.

BUDGET IMPLICATIONS: The present rent is at a rate of \$500.00 per month having missed many years of CPI increases. The new rent will be \$ 878.14 per month with annual CPI increases per our policy. The revenue increase will be \$4,537.00 per year

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to Authorize the City Manager to enter into the 10-year ground lease with Advanced Navigation & Positioning Corporation with the option of an additional 10-year term.*

GROUND LEASE
between
CITY OF THE DALLES & KLICKITAT COUNTY
and
ADVANCED NAVIGATION & POSITIONING CORPORATION

WHEREAS, the City of The Dalles, an Oregon municipal corporation (**City**), and Klickitat County, Washington municipal corporation (**County**), jointly own and operate (together, **Landlord**) the Columbia Gorge Regional Airport (**Airport**) located in Dallesport, Washington;

WHEREAS, Advanced Navigation & Positioning Corporation, a Delaware business corporation (**Tenant**) desires to enter into an agreement with Landlord for the lease of property located on the Airport, upon which Tenant proposes to *construct and operate an equipment base station and antenna structures* at the Tenant's sole cost and expense; and

WHEREAS, the Parties intend this ground lease (**Lease**) to memorialize their complete intent with respect to Tenant's lease from Landlord and Landlord's lease to Tenant as described.

NOW, THEREFORE, in consideration of the provisions set forth herein, the Parties mutually agree:

SECTION 1. LEASE AND PREMISES. For and in consideration of the rent and faithful performance by Tenant of the terms and conditions and the mutual covenants hereof, Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord, subject to all easements and encumbrances of record, the approximately 95,000 square foot property depicted in **Exhibit A (Premises)** and accepts the Premises as-is, finding it suitable for Tenant's intended use of *constructing and operating an equipment base station and antenna structures*. The Parties expressly agree this Lease shall be interpreted to preserve the Airport's compliance with Federal Aviation Administration (**FAA**) and other federal obligations and Tenant understands and accepts all rights conferred to it through this Lease are—at all times and in all ways—subordinate to the Airport's federal obligations.

SECTION 2. TERM. This lease shall be for a term of ten (10) years, and shall commence May 1, 2024 (**Commencement Date**) and shall end at midnight on April 30, 2034, unless (a) sooner terminated as provided in this Lease or (b) the term is renewed as provided in this Section. This Lease may be renewed by the Tenant for one (1) additional term of ten (10) years. All of the provisions in the Lease for the initial ten (10) year term shall apply to the additional ten (10) year renewal term, including the provision for rental increases as set forth in Section 3. To exercise this Lease renewal option, Tenant must (a) not be in default at the time any notice contemplated by this Section is given and (b) provide written notice to Landlord of its desire to renew by no later than six (6) months prior to the expiration of the initial ten (10) year term (unless Tenant's notice requirement is waived by Landlord in writing and in its sole discretion).

SECTION 3. RENT. Tenant shall pay Landlord a yearly rent for use of the Premises during the term of this Lease. For the period from the Commencement Date until June 30, 2024, the Tenant shall pay a monthly base rent of *eight hundred seventy-eight dollars and fourteen cents (\$878.14)*, with the first payment to be made on the Commencement Date and with a like payment to be made on the first day of each month thereafter during the Lease term; provided, however, Tenant's rent shall be adjusted by, at least, an annual increase of two and three-fifths (2.6%) percent each July 1 during the Lease term.

SECTION 4. USE.

4.1 Authorized Use. Tenant must use the Premises for the purpose of *constructing and operating an equipment base station and antenna structures* only. All of Tenant's use qualifications, restrictions, and obligations to use the Premises inures to all subtenants and licensees.

4.2 Use Restrictions. Tenant shall conform to all applicable laws and regulations of any public authority impacting the Premises and the use, including the Airport and its rules and regulations as amended.

4.3 Environmental Impacts and Hazardous Materials. Tenant shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises or into the stormwater system at the Airport. Tenants may use or otherwise handle on the Premises only the hazardous substances typically used or sold in the customary, prudent, and safe authorized use of the Premises. Tenants may store such hazardous substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenants shall comply with all environmental laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. Upon the expiration or sooner termination of this Lease, Tenant shall remove all hazardous substances from the Premises. For purposes of this subsection, the term *environmental law* shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *hazardous substances* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any environmental law and shall include, without limitation, petroleum oil and its fractions. Tenants shall maintain for the duration of the Lease term "Material Safety Data Sheets" for all hazardous substances used or stored on the Premises in a place known and accessible to the Landlord and the Airport Manager.

SECTION 5. REPAIRS, MAINTENANCE, INSPECTION, AND IMPROVEMENTS.

5.1 Repairs and Maintenance. Tenant shall have the total responsibility for all repairs and maintenance required to keep the Premises in good repair.

5.2 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times.

SECTION 6. ALTERATIONS AND ADDITIONS. Tenant shall not make any material external alterations to or erect any additional structures or make any material improvements on the Premises without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any external alteration or addition approved by Landlord shall be constructed at the sole expense of Tenant. Upon approval by Landlord of any such alteration or addition, Landlord shall notify Tenant whether such alterations made shall remain on the Premises and be acquired by Landlord or be removed from the Premises by Tenant at its sole cost and expense upon expiration or earlier termination of this Lease. If Landlord elects to require Tenant to remove any alterations, Tenant at its sole cost shall remove such alterations and restore the Premises to the conditions existing immediately prior to the addition of such alteration (reasonable wear and tear excepted) on or before the last day of the Lease term.

Ground Lease

Advanced Navigation & Positioning Corporation

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SECTION 7. INSURANCE.

7.1 Fire Insurance. Tenant shall keep the Premises and all improvements thereon insured at Tenant's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Insurance shall be on a replacement-cost basis to the full insurable value of the improvement. Neither Party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended endorsement if such insurance was obtainable at the time of such loss or damage.

7.2 Liability Insurance. Before taking possession of the Premises, Tenant shall procure and shall continue during the Lease term public liability and property damage insurance which shall cover all risks arising directly or indirectly out of its activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. The policy limits shall not be less than \$2,000,000 on a combined single limit basis. The *City of The Dalles, Klickitat County*, and the *Columbia Gorge Regional Airport Board* shall be named as additional insureds on said policy. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Premises. Tenant's failure to maintain an approved insurance policy shall constitute a default under this Lease.

7.3 Insurance Review. On each fifth (5th) anniversary date of the Commencement Date during the Lease term, including the two (2) additional terms of ten (10) years each if the Lease is renewed, Landlord and Tenant shall review the amount of coverage for public liability and property damage insurance to be maintained by Tenant, to ensure the amount of coverage is equivalent in value to \$2,000,000. If Tenant fails to provide proof of increased coverage in an amount which Landlord and Tenant have mutually agreed is necessary, Landlord may terminate this Lease under the provisions of Section 12.

7.4 Sublease Insurance. Any subleases of the Premises entered into by Tenant with a subtenant shall contain a provision indicating liability insurance policies obtained by the subtenants must name the *City of The Dalles, Klickitat County*, and the *Columbia Gorge Regional Airport Board* as additional insureds under the policies.

SECTION 8. TAXES AND UTILITIES.

8.1 Taxes. Tenant shall pay as due all taxes, personal and property, assessments, license fees, and other charges which are levied and assessed upon Tenant's interests in the Premises, by any legally authorized governmental authority. Tenant is responsible for real property taxes imposed by Klickitat County upon the Premises which reflect the property's pro rata share of the real property taxes imposed by Klickitat County upon the Airport.

8.2 Utility Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including, but not limited to water, gas, electricity, internet, telephone, and sewage disposal.

8.3 Utility Installation. Tenant shall be responsible for the costs of connecting all necessary utilities from the location to which the utilities are currently stubbed in order to provide services to the Premises, all connections and utility infrastructure being installed pursuant to applicable law. Tenant shall also be responsible for the costs of any required relocation of the utilities during the Lease term.

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Advanced Navigation & Positioning Corporation

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SECTION 9. INDEMNIFICATION. Tenant shall indemnify, defend, save, protect, and hold harmless the Landlord, its officers, agents, and employees from any claim, loss or liability, including reasonable attorney fees, arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury to Tenant for any injury, loss, or damage caused by third parties or by any condition of the Premises, except to the extent caused by Landlord's sole negligence or breach of duty under this Lease.

SECTION 10. ASSIGNMENT. Tenant shall not assign, sell, or transfer its interest in this Lease without having first obtained the express written consent of the Landlord, which consent shall not be unreasonably withheld by Landlord; provided, however, as conditions to any consent to any assignment, sale, or transfer, Landlord may require the following: (a) financial statements, credit reports, or other such information about an assignee as Landlord may deem reasonably necessary to ascertain transferee's ability to satisfy its financial and other obligations under this Lease; (b) that Tenant and transferee enter into Landlord's then-current form of ground lease or an amendment to this Lease; (c) an environmental assessment of the Premises, at Tenant's expense; and/or (d) that any agreement between Tenant and the transferee does not include any payment or compensation to Tenant other than transferee's agreement to pay the then-current rental rate due and perform all obligations of Tenant required under this Lease. Landlord's consent to an assignment of this Lease shall not be construed to release or discharge Tenant of its obligations and liabilities under this Lease. In the event Tenant shall attempt to assign, sell, or transfer its interest in this Lease or any part hereof, without having first obtained the express written consent of Landlord, this Lease shall be null and void and Landlord shall have an immediate right of entry.

SECTION 11. DEFAULT. The following shall be events of default:

11.1 Default in Rent. Tenant's failure to pay any rent or other charge within ten (10) days after it is due.

11.2 Default in Other Covenants. Tenant's failure to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord.

11.3 Insolvency of Tenant. Assignment by Tenant for the benefit of creditors, filing by Tenant of a voluntary petition in bankruptcy, adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant, Tenant's failure to secure dismissal of an involuntary petition of bankruptcy within thirty (30) days after filing, and/or attachment or levying of execution on Tenant's leasehold interest.

SECTION 12. REMEDIES ON DEFAULT.

12.1 Termination. In the event of default, the Lease may be terminated by Landlord upon written notice to Tenant. Whether the Lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default. Landlord may reenter and/or take possession of the Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

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Advanced Navigation & Positioning Corporation

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12.2 Disposition of Tenant's Personal Property. Upon the sooner termination, for any reason, of this Lease, the surrender provisions of Section 13 apply with respect to Tenant's leftover personal property.

12.3 Re-letting. Following reentry or abandonment, Landlord may re-let the Premises and may make any suitable alterations and/or refurbish the Premises. Landlord may re-let the Premises for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions.

12.4 Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date, of any future rent or until the date fixed for expiration of the Lease term, the following damages:

12.4.1 The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

12.4.2 The reasonable costs of reentry and re-letting, including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, remodeling or repairs costs, attorney fees, court costs, recording costs, broker commissions, and advertising costs.

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

12.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

SECTION 13. SURRENDER. Upon expiration or the sooner termination (for any reason) of this Lease, Tenant must terminate any subleases and remove all personal property leftover on the Premises; provided, however, the Parties may agree to transfer ownership of any and all such personal property to Landlord.

13.1 Tenant's Personal Property. Title to personal property belonging to Tenant shall at all times during the Lease term, or any extension thereof, remain in Tenant, and Tenant shall have the right at any time to remove any or all personal property of every kind and nature whatsoever which Tenant may have placed, affixed, or installed upon the Premises; provided, however, upon Tenant's removal of such personal property Tenant also restores the Premises to its original condition. Tenant shall have the right to remove said personal property; provided, however, upon any such removal Tenant shall repair, at its own expense, any damages resulting therefrom and leave the Premises in a reasonably clean and neat condition, with all other improvements in place.

13.3 Holdover. In the event Tenant shall remain in possession of the Premises after the expiration, cancellation, or earlier termination of this Lease, such holding over shall not be deemed to operate as renewal or extension of this Lease, but shall only create a tenancy from month-to-month which may be terminated at any time by Landlord on thirty (30) days written notice. The amount of monthly rent paid during any holdover tenancy shall be increased by ten

Ground Lease

Advanced Navigation & Positioning Corporation

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percent (10%) over the monthly amount Tenant was paying prior to creation of the holdover tenancy.

SECTION 14. MISCELLANEOUS.

14.1 Non-waiver. Waiver by either Party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

14.2 Attorney Fees. Each Party shall be responsible for the cost of their attorney fees in the event any action is initiated in connection with any controversy arising out of this Lease, including attorney fees at trial or on appeal, unless otherwise more specifically provided elsewhere in this Lease.

14.3 Notices. All notices or other communications required or permitted under this Lease shall be in writing and shall be: (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three (3) days after deposit in the United States mail; or (c) electronically mailed pursuant to Section 18.

14.4 Interest on Rent and Other Charges. Any rent or other payments required of Tenant by this Lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of twelve percent (12%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. This is in addition to the five percent (5%) "late fee."

14.5 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

14.6 Damage or Destruction by Fire or Other Casualty. If structures or personal property on or upon the Premises are damaged or destroyed and Tenant elects to repair, then Tenant shall promptly do whatever is necessary to repair, rebuild, or restore the Premises to the condition allowed under this Lease. Any insurance proceeds must be used to restore the Premises, including any improvements, at Landlord's election. If the Premises are not repaired, then Tenant shall promptly remove whatever is left of the structures or personal property and other improvements and all debris and shall restore the Premises to Landlord's reasonable satisfaction.

14.7 Aircraft Use and Development. Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires of Tenant and without interference. Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard. This Lease shall be subordinate to the provisions and requirements of any existing or future Lease between the Landlord and the United States, relative to the development, operation, and maintenance of the Airport.

There is hereby reserved to the Landlord, and its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any

Ground Lease

Advanced Navigation & Positioning Corporation

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noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport.

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

Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulation in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure located upon the Premises. Tenant agrees it will not erect or permit the erection of any structure or object, nor permit the growth of any tree on the Premises to exceed the established height contours. In the event of a breach of the foregoing covenants, Landlord reserves the right to enter upon the Premises and remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

Tenant agrees it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event of a breach of the foregoing covenant, Landlord reserves the right to enter on the Premises and cause the abatement of such interference at the Tenant's expense.

It is understood and agreed nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349a). This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during the time of war or national emergency.

14.8 Mechanic's and Materialman's Liens. Neither Landlord or Tenant shall permit any mechanic's, materialman's, or other lien against the Premises or the property of which the Premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien shall be filed against the Premises or property of which the Premises forms a part, the Party charged with causing the lien will cause the same to be discharged; provided, however, that either Party may contest any such lien, so long as the enforcement thereof is stayed.

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

14.10 Written Lease. Neither Party has relied upon any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. This Lease may be modified only in writing signed by both Parties.

14.11 Parties Bound. The covenants herein contained shall, subject to the provisions as to assignment and transfer, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the Parties hereto; and all of the Parties hereto shall be jointly and severally liable hereunder.

14.12 Subleases and Licenses. Tenant shall ensure all subtenants and licensees use the Premises consistent with Section 4; Tenant's failure to prohibit subtenant and licensee use of

Ground Lease

Advanced Navigation & Positioning Corporation

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the Premises consistent with Section 4 shall be a default of this Lease subject to the provisions of Section 12.

14.13 Section Captions. The captions appearing before the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

SECTION 15. NON-DISCRIMINATION.

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

The Tenant, for itself, its heirs, successors and assigns, as part of the consideration hereof, does covenant and agree that: (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Sub-Title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

SECTION 16. GOVERNING LAW.

This Lease shall be construed in accordance with the laws of the State of Washington, and any litigation arising from the Lease shall be filed in Klickitat County; provided, however, laws applicable to governmental entities under Oregon law, including but not limited to the Oregon Tort Claims Act and Article IX, Sections 5, 7, and 10 of the Oregon Constitution, shall apply to the City. Further, Tenant shall comply with all federal, state, and local laws applicable to the Airport, and to the Tenant's use and occupancy of the Premises, including rules adopted by the Board and Klickitat County's land use regulations.

SECTION 17. PAYMENTS. Tenant shall make payment checks to the *City of The Dalles* and mail Lease payments to:

Finance Department

Ground Lease

Advanced Navigation & Positioning Corporation

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City of The Dalles
313 Court Street
The Dalles, Oregon 97058

SECTION 18. NOTICES AND COMMUNICATIONS. All notices must comply with Section 14.3 and addressed to:

Landlord:

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

Chairman, Board of County Commissioners
Klickitat County
115 West Court Street, Mail Stop 201
Goldendale, WA 98620

Tenant:

Chief Financial Officer
Advanced Navigation and Positioning Corporation
489 North 8th Street, Suite 203
Hood River, OR 97031

Continues on next.

IN WITNESS WHEREOF, the Parties duly bind themselves to this Ground Lease effective upon the Commencement Date.

LANDLORD

City of The Dalles, an Oregon municipal corporation

TENANT

Advanced Navigation & Positioning Corporation



Matthew B. Klebes, City Manager

Tim Arbogast, Chief Financial Officer

Date: _____

Date: March 14, 2024

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Jonathan Kara, City Attorney

BOARD OF COUNTY COMMISSIONERS

Klickitat County, a Washington municipal corporation

Chair

Commissioner

Commissioner

Date: _____

ATTEST:

Clerk of the Board

Approved as to form:

Prosecuting Attorney

Ground Lease

Advanced Navigation & Positioning Corporation

ANPC Exhibit A

Approximate area of ANPC leased area.

Legend

 ANPC 95,000 sq ft

