

AGENDA**REGULAR CITY COUNCIL MEETING****APRIL 22, 2024****5:30 p.m.****CITY HALL COUNCIL CHAMBER****313 COURT STREET****and****LIVE STREAMED****[https://www.thedalles.org/Live Streaming](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. The Dalles Areas Chamber of Commerce Yearly Report
 - B. Report on Watershed Management Projects and Grants

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 April 8, 2024 Regular City Council Meeting Minutes
- B. A Resolution Concurring with The Mayor’s Appointments to the Traffic Safety Commission and the Beautification & Tree Committee
- C. Mayor and City Council Stipend Increase
- D. Proposed Exempt/Non-Union Cost of Living Adjustment

10. CONTRACT REVIEW BOARD ACTIONS

- A. Authorization to Replace Wastewater Treatment Plant UV Disinfection System

11. ACTION ITEMS

- A. Adopting Special Ordinance No. 24-600, A Special Ordinance Accepting the Dedication of Real Property on Laughlin Street and Quitclaiming Real Property Between East 7th Street and East 8th Street
- B. Intergovernmental Agreement Library

12. 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.

- 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."



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
FAX (541) 296-6906

PRESENTATION

AGENDA LOCATION: Item #5A

MEETING DATE: April 22, 2024

TO: Honorable Mayor and City Council

PRESENTOR: Lisa Farquharson, CEO The Dalles Area Chamber of Commerce

TOPIC: The Dalles Area Chamber of Commerce Annual Report

ATTACHMENTS:

A. 2024 Community Marketing Work Plan and Proposed Budget 2024-2025

Community Marketing Work Plan

2024-2025

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



The Dalles Area Chamber of Commerce

404 W 2nd St

The Dalles, OR 97058

541-296-2231

1. Introduction

2. Marketing Objectives

3. Targeted Audience

4. Datafy Tools

5. Marketing Avenues

6. Campaign Overview

7. Marketing Plan Elements

8. Work Plan Overview

9. Goals & Objectives

10. Personnel

11. Budget



1. Introduction

This document provides the detailed outline of our promotional objectives and marketing avenues for our 3 year contract. The Dalles Area Chamber of Commerce is charged with designing a marketing strategy under this plan which will identify strategies, partnerships, and advertising platforms for tourism promotion.

2. Marketing Objectives

Our marketing objectives are:

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

3. Targeted Audience

Our targeted audiences are:

Active:

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

Functional:

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

Traditional:

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

Urban:

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



3. Targeted Audience Continued

Our targeted geographical areas of focus are:

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

4. Utilize DATAFY Tools

Targeting our REAL Time Audience:

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

5. Marketing Avenues

Our marketing avenues are:

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

6. Advertising Campaign Overview

Our advertising campaigns will:

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



7. Marketing Plan Elements

2024-2025 Tourism Marketing Strategy Development:

- Targeted media and advertising campaign development utilizing DATAFY
- Enhance visitor information & services, tourism and events
- Printed media development: Visitor Guide / Charm Trail / Cycle The Dalles
- Tourism events identification, assistance with planning, distribute to Northwest Calendars
- Increase the [ExploreTheDalles.com](https://www.exploredalles.com) pages with more info, itineraries, pictures, and video
- Work with Community partners to build tourism events during shoulder season
- Targeted Digital Campaigns (12 months of the year)
- East Gorge Food Trail / Working with Travel Oregon & CGTA to promote East End of the Gorge
- Provide 15 grants of \$2000.00 to entities that are putting on community events for the 24-25 tourism year

8. Work Plan Overview

Visitor Services

- **Fully staff** and maintain the official City of The Dalles Visitor Center at the Chamber of Commerce office / Monday thru Friday, July 2024 - June 2025
- **Continually** update and distribute visitor information to hospitality businesses.
- **Work** with Travel Oregon, Hood Gorge, and CGTA and the committees for representation of The Dalles in all the materials and events
- **Update** and provide map and materials for self-guided walking tours
- **Respond** to visitor information requests received via phone, email, social media and website
- **Coordinate** welcome bags and greeters for groups, sports events, conferences, and conventions

Community Marketing

- **Work** with design and development companies to assist with campaigns and distribution of information to increase awareness of our region, events, and the promotion of our businesses.
- **Work** with Regional and National publications for the coordination of Familiarization (FAM) tours, and maintaining contact with travel writers who participated in our previous FAM tours for possible new stories or continued promotion..
- **Continue** to enhance the website to be even more user-friendly, increase tourism information to targeted audiences, increase videos and photo library, and provide advertisement opportunities for a greater exposure for our local businesses
- **Continue** to promote community events and happenings on event calendars in printed publications and travel websites (currently posting 25+ digital Calendar in the NW and looking for new media options to promote events and happenings)
- **Continue** to expand and enhance “social media” presence (Facebook, Instagram, YouTube, TripAdvisor, along with any new platforms that are beneficial to the community)
- **Utilize *Datafy*** to connect and promote to our identified real time target audience digitally.
- **Distribute *Explore The Dalles*** brochures to Convention & Visitor Bureaus, travel information centers, State Welcome Centers, Sister Chambers, and other tourism information outlets across the state; continue to provide visitor information packets to individuals or groups attending out-of-town meetings and businesses or organizations who are hosting events in The Dalles area.



8. Work Plan Overview Continued

- **Continue** to maintain and enhance 'Sunsational Charm Trail' to encourage foot traffic from tourists into our local businesses
- **Contract** with new partner to create 30, 60, 90 second video assets in the areas of outdoor recreation, history and attractions, and food / beverage / wine / beer / spirits over the next 2 years for commercials, web site promotion, and social media. These will be shared with community businesses and organizations to utilize too.

Advertising

- **Place** printed and online ads in the following available partners: KATU TV, USA Today, Sunset, Oregon Events Calendars, True West, AAA (VIA), The Reel News, NW Sportsman, Oregon Sportfishing Regulations, Alaska Sporting Journal, Salmon and Steelhead Journal, NW Fly Fishing, Columbia Gorge To Mt. Hood, NW Travel, Portland Guide, Willamette Living, Travel Oregon guide, Harrods Cookhouse, Harrod Outdoors, American Bass Association, Explore NW, APEX, Everyday Northwest, Road Runner, and NW Outdoorsman TV.
- **Support** national and international marketing strategies of Travel Oregon and Travel Portland with co-op advertising and provide The Dalles brochures as part of their travel trade activities
- **Provide** marketing TRT grants for organizations producing events, with a priority given to events that generate overnight stays

Partnerships

Maintain and maximize key partnerships ...

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

Continually looking for new opportunities and partnerships

Evaluation

Will be provided by Chamber Board Directors review, annual reports to the City, and regular communications with City Manager.



9. Goals & Objectives

VISITOR SERVICES

Objective...

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

Task...

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

Measurable Outcome...

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

COMMUNITY MARKETING

Objective...

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

Task...

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

Measurable Outcome...

Utilizing analytics on each platform to identify future target market (as this changes annually) and report findings to City Council (annually).

ADVERTISING

Objective...

Increased overnight stays, also longer stays in The Dalles. The average overnight guest spends an average of \$259.00 per day in our community [*Travel Oregon 2022*]

Task...

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

Measurable Outcome...

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



10. Personnel

Visitor Services

- Staff Visitor Center
 - Hours of Operation: M-F 9am - 4:00pm / Regular
- Track information for visitor statistics
- Maintain Local Community Event Calendar
- Submit local events to the 25+ Digital Calendars in the Northwest
- Fulfill Visitor Requests (phone, mail, web, email, and in person)
- Coordinate with all visitor centers, Travel Oregon, and community partners for brochure fulfillments and distribution
- Market events on all social media platforms
- Update web site for events / information / activities
- Continue to utilize (and maintain) TOKEN WALL of wooden coupons to local businesses
- Send quarterly e-NEWS by email to emails acquired from Trade Shows and website for the purpose of promotion of The Dalles
- Assist with marketing options for targeted audiences
- Provide welcome bags showcasing and promoting local attractions, events, and businesses for group/convention visits to our community
- Provide information for meeting venues, dining, lodging, and applicable services for group/convention visits to our community

Marketing & Promotions

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

Administration

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



11. Budget

The Dalles Area Chamber of Commerce 2024-2025 Tourism Budget

Proposed

		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Personnel							
076-7600-750.31-10	Salaries & Benefits	\$ 152,867.02	\$ 93,000.00	\$ 147,000.00	\$ 175,000.00	\$ 182,000.00	\$ 187,460.00 *
Facilities							
076-7600-750.43-10	Utilities	\$ 4,200.00	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,720.00	\$ 5,891.60 *
076-7600-750.43-40	Equipment Maint & Repair	\$ 3,900.00	\$ 1,800.00	\$ 2,500.00	\$ 3,000.00	\$ 3,120.00	\$ 3,213.60 *
076-7600-750.44-10	Rent	\$ 8,702.40	\$ 8,702.00	\$ 8,702.00	\$ 8,702.00	\$ 9,050.08	\$ 9,321.00 *
Operations							
076-7600-750.39-00	Administration	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
076-7600-750.53-20	Postage	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
076-7600-750.53-30	Communications	\$ 2,800.00	\$ 2,200.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
076-7600-750.58-10	Travel & Mileage	\$ 4,500.00	\$ 2,500.00	\$ 4,000.00	\$ 6,000.00	\$ 6,240.00	\$ 6,427.20 *
076-7600-750.58-50	Professional Development	\$ 2,500.00	\$ 500.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
076-7600-750.58-70	Dues & Subscriptions	\$ 1,530.58	\$ 500.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
076-7600-750.60-10	Office Supplies	\$ 2,500.00	\$ 750.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	Datafy Data Software	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Marketing							
076-7600-750.37-10	Marketing	\$ 66,500.00	\$ 38,233.00	\$ 69,548.00	\$ 125,000.00	\$ 130,000.00	\$ 136,500.00 **
076-7600-750.37-20	Public Relations	\$ 15,000.00	\$ 5,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
076-7600-750.37-30	Billboard	\$ 11,000.00	\$ 14,315.00	\$ -	\$ -	\$ -	\$ -
076-7600-750.37-30G	Grants	\$ 30,000.00		\$ 7,500.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
076-7600-750.55-00	Printing & Binding	\$ 7,500.00	\$ 3,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
		\$ 325,000.00	\$ 180,000.00	\$ 275,000.00	\$ 426,702.00	\$ 439,630.08	\$ 452,313.40

*Oregon Wages have increased by 4.5% from 12 months ago while the national inflation rate is 3.1%. The cost of advertising is expected to increase by 10% for 2024. The Chamber has increased the marketing line item by 5%.The Chamber has added a 3% increase to Salaries, Utilities, Equipment, Rent, and Travel. We feel this is conservative but yet necessary increase or we will be operating on a budget that won't be able to do what we did just this last year. The chamber uses resources, advertisers, and works with organizations across the US and have already seen the increase in costs of doing business.

*increased by 3%
**increased by 5%



AGENDA STAFF REPORT

AGENDA LOCATION: Item 5B

MEETING DATE: April 22, 2024

TO: Honorable Mayor and City Council

FROM: Dave Anderson, Public Works Director

ISSUE: Report on Watershed Management Projects and Grants

BACKGROUND: The purpose of this report is to inform City Council about two grants that have been awarded to fund projects in The Dalles Municipal Watershed. The purchases and service contracts to implement these projects will each be under the \$100,000 threshold of requiring Council authorizations. Therefore, this information is being provided so that the Council is aware of these projects.

The City owns approximately 4600 acres of land within The Dalles Municipal Watershed which is managed primarily for the protection of water quality; about 80% of the community's drinking water comes from the Watershed. Much of the City-owned land is forested and management of these lands focuses on reduction of soil erosion, non-chemical protection and promotion of forest health, and management of wildland fire fuel loadings to protect water quality. These management activities are best implemented when there is an overall management plan in place to guide decision makers.

Historically, the City hired timber management consultants to develop 5-year Timber Management Plans that scheduled careful timber harvests and subsequent replanting consistent with the protection of water quality. The most recent plan essentially expired in 2006 and subsequent management activities have been primarily opportunity-driven or have been reactive to wildland fires that have occurred. It would be beneficial for the City to develop a new, longer-term management plan for the Watershed to guide future decision makers in management of Watershed resources and realization of potential revenue streams for the City's Water Utility.

The City has recently been awarded two grants that together will contribute to effective management of the Watershed over coming decades. The first grant was awarded by the

Bonneville Environmental Foundation (BEF) in 2023 to support the planting of 66,000 trees in areas burned by the 2013 Government Flats Complex Fire. Many of these areas were replanted in 2015 but subsequent drought that year resulted in most of the seedlings dying. This second replanting will occur in the Fall 2024. The grant from BEF, for \$115,000, required no match of City funds and the planting project is expected to be fully funded by the grant. Tasks funded under this grant include the purchase of 66,000 2-year-old seedlings, purchase of “bud caps” to protect the seedlings from browsing by deer and elk, contracted planting of the seedlings, and project administration by a contracted forester.

The City applied for another grant earlier this year to fund development of a new 20-year Forest Management Plan. This grant is funded by a coalition of state and federal agencies known as the Drinking Water Provider Partnership (DWPP). Staff received notification on March 5th that it has been awarded a DWPP grant for \$150,000 (the maximum amount available) to develop a new Forest Management Plan for the Watershed. While no match is required for this competitive grant, a match of 25% or more is recommended. The City’s application that was submitted for the DWPP grant identified a 90% match by leveraging the BEF grant as the match. Work under the DWPP-funded project will consist of developing a 20-year Forest Management Plan which will include a 10-year Operations Plan, completing an inventory of timber on City-owned lands, completing a timber inventory and appraisal for lands owned by Lupine Forests to advance the City’s efforts to acquire those lands for the protection of water quality, completing the replanting work funded by the BEF grant, and evaluating the feasibility of a carbon credit program for the Watershed which could possibly be a long-term source of revenue for the City.

All of the planned work under these projects is expected to be fully funded by the grants awarded. These two grants will help to protect the City’s surface water supplies, plan for management of Watershed forest resources, and promote sustainable revenue streams to the City’s Water Utility into the future.

BUDGET ALLOCATION: The City will receive two grants totaling \$265,000 into the Water Reserve Fund to pay for Watershed management and planning activities to be completed in 2024 and 2025.

ALTERNATIVES:

A. Staff Recommendation: Not applicable.



AGENDA STAFF REPORT

AGENDA LOCATION: Item #9A-D

MEETING DATE: April 22, 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 April 8, 2024 Regular City Council meeting minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the April 8, 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 April 8, 2024 Regular City Council meeting minutes.

- B. **ITEM:** A Resolution Concurring with The Mayor's Appointments to the Traffic Safety Commission and the Beautification & Tree Committee.

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 Traffic Safety Commission and The Beautification & Tree Committee; and approves Resolution No. 24-010.

C. **ITEM:** Mayor and City Council Stipend Increase

BUDGET IMPLICATIONS: The FY24/25 Budget was prepared in anticipation of these changes being approved. If Council approves these changes and adopts the City Budget without changes to the personnel costs, no further change will be needed.

SYNOPSIS: The 2020 City Charter of the City of The Dalles, Chapter VII authorizes City Council to prescribe compensation for personnel, Mayor and Council members. Since FY21/22 the Mayor and Council have been provided a monthly stipend to defray the costs associate with their service to the community. Since then, only modest changes have been made to the Mayor’s stipend, which stands at \$200 per month. Council members currently receive \$100 per month, unchanged since adoption.

Elected Mayor and Council positions come with time commitments and added costs. The stipend provided has not kept pace with the increasing costs associated with this service. To be fair to those currently holding these positions and to help break down financial barriers for those who may want to serve in the future, staff highly recommends an increase in this stipend.

RECOMMENDATION: Approve the fiscal year 2024-2025 Mayor and City Council stipend increase to \$500 and \$400 per month, respectively.

D. **ITEM:** Proposed Exempt/Non-Union Cost of Living Adjustment

BUDGET IMPLICATIONS: The FY24-25 Budget was prepared in anticipation of these changes being approved. If Council approves these changes and adopts the City Budget without changes to the personnel costs, no further change will be needed.

SYNOPSIS: Each year the City Council Considers a Cost of Living Adjustment (COLA) for Exempt and Non-Union employees. Typically, the proposed COLA presented keeps pace with the Western Regional Consumer Price Index for Urban Areas (CPI-U) and contractual COLA for represented employees.

In 2022 the City completed negotiations with the Police Union resulting in wage increases for the first year at 7%. Subsequent years were to be 6% and 5% through the end of the three-year contract. That contract ends June 30, 2025.

In early 2023 the City began negotiations with the SEIU employees. Due to previous practices, employees in this group were under compensated relative to peers leading to negative impacts on The City’s ability to recruit and retain personnel. In 2023 it was determined a wage adjustment, not a typical COLA increase was needed. With this foundational change there was no additional COLA applied in the first year. By contract, subsequent years were to be based on Western CPI-U as of January each year, within a range of 2%-4% for years two and three of the contract. The January CPI-U this year was 3.3% and has

been communicated to SEIU, City Manager and Finance Director.

Only Non-Union wages are under consideration here. We believe these changes will help the City retain its employees and recruit new employees as the need arises.

The January Western Regional CPI-U noted above was 3.3%. Through February it was 3.1%. It is notable that the western CPI declined two-tenths of a percentage while the nation CPI increased four-tenths on gasoline and housing increases. Given the January Western Regional CPI-U and contractual COLA for represented employees, staff is recommending a 3.3% COLA for all Exempt and Non-Union employees.

RECOMMENDATION: Approve the fiscal year 2024-2025 Exempt and Non-Union COLA at 3.3%.

MINUTES

CITY COUNCIL MEETING
COUNCIL CHAMBER, CITY HALL
APRIL 8, 2024
5:30 p.m.

IN PERSON & LIVE STREAMED

PRESIDING: Mayor Richard Mays

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

COUNCIL ABSENT: Rod Runyon

STAFF PRESENT: City Manager Matthew Klebes, City Attorney Jonathan Kara, City Clerk Amie Ell, Public Works Director Dave Anderson, Police Chief Tom Worthy, Finance Director Angie Wilson, Community Development Director Joshua Chandler, Human Resources Director Daniel Hunter, IT Director David Collins, Airport Manager Jeff Renard, Transportation Division Manager David Mills, Economic Development Officer Dan Spatz

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, Randall, Richardson present. Runyon absent.

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

It was moved by Long and seconded by McGlothlin to approve the agenda as submitted. The

MINUTES

Regular City Council Meeting

April 8, 2024

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motion carried 4 to 0, Long, McGlothlin, Randall, Richardson voting in favor; none opposed; Runyon absent.

PRESENTATIONS PROCLAMATIONS

Recognition of The Dalles Robotics Team

Mayor Mays read and presented Certificates of Recognition to The Dalles Robotics team.

Disconauts (4H - Vex IQ middle school) Edgar Castaneda, Jordan Torres-Olivan, Kanin Nefzger, William McAllister, Coach Lu Seapy & Coach Ian Castaneda

System Overload (The Dalles High School - Vex VRC High School) Jack McAllister, Ian Castaneda, and Colin Schecter

Syntax Error (The Dalles High School - Vex VRC High School) Everest Lenardson, Evelyn Schecter, Kim Morales Cortes, Zach Banks, and Coach Chuck Weber

Community Outreach Team – Spring 2024 Recap

Economic Development Officer, Dan Spatz presented the staff report.

AUDIENCE PARTICIPATION

Lisa Farquharson, CEO of The Dalles Area Chamber of Commerce shared information about the upcoming Northwest Cherry Festival events which will take place from April 19 – 21, 2024.

CITY MANAGER REPORT

City Manager Matthew Klebes reported;

- A site visit with the City Clerk/Public Information Officer to the Wasco County Landfill. Met with the Waste Connections District Manager to learn about operations and efforts to mitigate odor and control birds.
- The second type of downtown holiday decorations are being refurbished.
- Downtown tree planting is underway along 2nd Street.
- Attended meeting with The Port of The Dalles.
- Attended meeting with North Wasco County Parks & Recreation Department.
- QLife board meeting.
- Spoke on KODL Radio.
- The budget process is in full swing.

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- Let with the City Manager and Mayor of Hood River.
- Klindt Drive construction project moving forward.
- Met for Oregon City Managers Association conference to take place in Hood River this year.

Klebes announced at the next meeting Farquharson would be presenting to council for The Dalles Area Chamber of Commerce as was required by the TRT contract. He noted the current contract calls for quarterly presentations and asked council if this is what they wished to happen.

Richardson said he would not like to see more formal presentations but wanted to more numbers or metrics reported. He said an updated contract should include a description of items to be tracked and reported on a quarterly basis.

Long said as the current contract was for 1 more year, and it is unknown who will hold the contract in the future, it would be a good idea to keep the quarterly presentation requirement. She said currently Farquharson attends most City Council meetings and provides updates often, there is no guarantee someone else would do the same without the requirement being included in a contract.

City Attorney Jonathan Kara reported he had asked other jurisdictions to share their requirements and had learned that others require quarterly updates by mail or email and formal presentations by request.

Mayor Mays asked for council consensus on directing staff to change the contract to include quarterly updates and one yearly formal presentation. There was consensus to make the change.

Mayor Mays directed the City Manager to have staff amend the contract and to include the changes into any future Requests for Proposals (RFPs).

CITY COUNCIL REPORTS

Councilor McGlothlin reported;

- Attended Airport Board meeting.
- Visited and toured the Gloria Center with Mayor Mays.
- Met with John McGlothlin, CEO / County Administrator of Donegal County, Ireland.

Councilor Long reported;

- Met with the City Manager.

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- Met with the Airport Manager and toured the Airport.
- Noted the new drive-up book return at the Library.
- The Urban Renewal Agency's regular meeting had been canceled due to scheduling conflicts with the upcoming budget meetings and candidate's forum. The next regularly scheduled Urban Renewal Agency meeting will be May 21st.

Councilor Randall reported;

- Attended QLife board meeting. Robotics team members attended. A decision was made after coming out of executive session to secure a financial advisor.

Councilor Richardson reported;

- Met with the City Attorney.

Mayor Mays reported;

- Toured the Gloria Center.

Mayor Mays presented staff recognition awards;

- Excellence in Customer Service, Lupita Torres
- Team Player, Todd Stephens
- Innovative Thinker, David Mills

CONSENT AGENDA

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

Items approved on the consent agenda were: 1) The minutes of the March 11, 2024 Regular City Council meeting. 2) The minutes of the March 25, 2024 Special City Council Meeting. 3) Resolution No. 24-009 Concurring with The Mayor's Appointments to The Urban Renewal Budget Committee and Urban Renewal Agency.

CONTRACT REVIEW BOARD

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

Transportation Division Manager David Mills presented the staff report.

McGlothlin asked what process was used to determine which roads would be getting the crack

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seal.

Mills said a computer program produces a report identifying where to best spend money according to street condition ratings, treatments needed, and the amount of funding available. A hired private company, Metropolitan Street Savers inspects road surfaces to determine pavement condition ratings.

Richardson asked if CR Contracting had been used before and what the backlog of lane miles was.

Mills said they had used the company last year. He said after the current crack seal season the City will be one year ahead and be able to continue the work in-house only for the next several years.

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

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

Transportation Division Manager David Mills presented the staff report.

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

ACTION ITEMS

ANPC Ground Lease at Columbia Gorge Regional Airport

Columbia Gorge Regional Airport Manager Jeff Renard presented the staff report.

Long said Renard had shared information about the Advanced Navigation and Positioning Corporation on her tour and was impressed with the technology and fact the company it is in this area.

Klebes asked the motion include “contingent upon the approval of Klickitat County” if the County had not already approved.

Renard said it was not yet approved and would most likely be on their next agenda.

It was moved by Long and seconded by McGlothlin 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 pending the approval by Klickitat County. The motion carried 4 to 0, Long, McGlothlin, Randall, Richardson voting in favor; none opposed; Runyon absent.

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

Mayor Mays recessed Open Session at 6:25pm

Mayor Mays reconvene Open Session at 7:43pm

ADJOURNMENT

Being no further business, the meeting adjourned at 7:44 p.m.

Submitted by/
Amie Ell, City Clerk

SIGNED: _____

Richard A. Mays, Mayor

ATTEST: _____

Amie Ell, City Clerk

RESOLUTION NO. 24-010

**A RESOLUTION CONCURRING WITH THE
MAYOR'S APPOINTMENT TO THE TRAFFIC SAFETY COMMISSION AND
BEAUTIFICATION & TREE COMMITTEE**

WHEREAS, there are vacant positions on Traffic Safety Commission and Beautification & Tree Committee, and

WHEREAS, the Mayor has elected to appoint Bob Wood to the Traffic Safety Commission and Jann Oldenburg to the Beautification & Tree Committee.

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

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

Bob Wood to the Traffic Safety Commission; with term expiring June 30, 2027, and Jann Oldenburg to the Beautification & Tree Committee; with term expiring June 30, 2027.

Section 2. This Resolution shall be effective April 22, 2024.

PASSED AND ADOPTED THIS 22nd DAY OF APRIL, 2024.

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

AND APPROVED BY THE MAYOR THIS 22nd DAY OF APRIL, 2024.

SIGNED: _____
Richard A. Mays, Mayor

ATTEST: _____
Amie Ell, City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Item # 10A

MEETING DATE: April 22, 2024

TO: Honorable Mayor and City Council

FROM: Dave Anderson, Public Works Director

ISSUE: Authorization to Replace Wastewater Treatment Plant UV Disinfection System

BACKGROUND: The City's wastewater treatment plant (WWTP) utilizes an ultraviolet (UV) light system to disinfect the treated wastewater before it is discharged to the Columbia River. The plant's existing system is now 20 years old, is at the end of its useful life, and has components that are obsolete and unavailable. A failure of this system would instantly result in violations of the City's discharge permit issued by Oregon DEQ; failure to disinfect the City's wastewater would likely be a Class 1 violation that could result in fines as high as \$12,000 per day.

The proposal is to replace the existing Trojan UV3000 system that was installed in 2005 with the latest generation of the unit from the same manufacturer – the Trojan UV3000Plus. This system will fit into the concrete disinfection channels without any need to modify or reconstruct them. This in-kind replacement will be significantly less expensive than reconstructing or modifying the concrete channels to accommodate a system from a different manufacturer. The plant's SCADA system is also currently configured to connect to the Trojan system.

A proposal was received from William H. Reilly and Co. who is the sole vendor for Trojan Technologies in Oregon and Washington. The proposal provided a purchase price of \$342,900 for the equipment and \$34,500 to install it; the total cost for purchase and installation would be \$377,400. An estimate of \$6,500 was provided by Coburn Electric for the electric work needed to complete the installation.

Normally, the purchase of goods over \$100,000 would require a competitive procurement process where a contract would be advertised for bid. In this case, only one type of unit will fit into the existing disinfection channels without reconstruction or modification, and

that unit is available from only one supplier. Therefore, Staff is recommending the City Council, in its capacity as the Local Contract Review Board (LCRB), consider an exemption to the normal competitive procurement method for purchase of a replacement UV disinfection system for the wastewater treatment plant.

LCRB Rule VIII(B) allows the City Council to exempt from competition the award of a specific contract or class of contracts upon the adoption of certain factual findings after holding a public hearing. The City Council's basis for approving Staff's recommendation here should include:

- ***The nature of the contract for which an exemption is requested*** - In this case, it is a purchase contract for goods to provide for the in-kind replacement of the UV disinfection system at the City's wastewater treatment plant.
- ***The estimated contract price or cost of the project*** – The anticipated price of the proposed purchase of the replacement UV disinfection system is \$342,900 plus \$34,500 for installation for a total of \$377,400.
- ***Findings to support the substantial cost savings, enhancement in quality or performance, or other public benefit anticipated by the proposed exemption from competitive solicitation*** – By far, the most cost effective and lowest price method to replace the existing end-of-life UV disinfection system is to replace it with the current version of the same unit from the same manufacturer, that has the same dimensions and similar electrical requirements including SCADA connections, and will fit into the existing concrete disinfection channels at the plant without any modifications or reconstruction. The existing Trojan UV3000 system has been a reliable and effective disinfection unit for the last 20 years. It is reasonable to expect that the newer version of the system, the Trojan UV3000Plus which has some improved features, will also perform well. This unit is only available for purchase from one supplier in Oregon or Washington due to regional sales assignments; that supplier is William H. Reilly and Company, a well-established supplier of water and wastewater treatment equipment whose closest office is in Portland, Oregon.
- ***Findings to support the reason approval would be unlikely to encourage favoritism or diminish competition for the public contract, or would otherwise substantially promote the public interest in a manner not practicably realized by a competitive solicitation*** – To the best of staff's knowledge, only a replacement UV disinfection system from the same manufacturer as the existing system, Trojan, will fit into the existing concrete disinfection channels at the treatment plant without modification or reconstruction of the channels and utilize nearly all of the existing electrical connections. Any reconfiguration of the channels would need to be designed by a professional engineer and approved by Oregon DEQ. It is unnecessary to expend additional financial resources to re-engineer and modify the UV channels. William H. Reilly and Company is the only supplier of Trojan UV systems in this region. Therefore, a sole-source procurement for a new Trojan UV3000Plus UV disinfection system from William H. Reilly and Company will not encourage favoritism or diminish competition as there are no other suppliers of the selected system available.

- ***A description of the proposed alternative contracting method to be employed*** – Staff proposes to award a sole-source procurement contract to William H. Reilly and Company for the purchase and installation of a new Trojan UV3000Plus disinfection system.
- ***The estimated date when it would be necessary to let the contract*** – With the Council’s authorization, Staff would issue the purchase order to William H. Reilly to initiate the procurement within about two days of Council’s authorization.

As previously mentioned, the second requirement for exempting award of these contracts from competition under LCRB Rule VIII(B) is a public hearing to allow any interested party to appear and provide testimony regarding the proposed exemption for the purchase of a replacement UV disinfection system. Following the hearing, the Council must consider the Proposed Findings and any testimony from the public, and may approve the exemptions as proposed, approve them with modifications, or deny the requested exemptions.

Proposed Findings

Finding #1: *Exempting award of these contracts from competitive solicitation provides substantial cost savings, enhancement in quality or performance, and has other public benefits, as supported by the following:*

- The most cost effective and lowest price method to replace the existing end-of-life UV disinfection system is to replace it in-kind with the current version of the same unit from the same manufacturer, that has the same dimensions and similar electrical requirements, and will fit into the existing concrete disinfection channels at the plant without any modifications or reconstruction.
- Any modifications to the UV channels and introduction of different equipment would need to be designed by a professional engineer, approved by Oregon DEQ, and constructed by contractors. The additional costs to redesign and reconstruct the UV channels are unnecessary if the existing system is replaced in-kind with a new Trojan system.
- The existing Trojan UV3000 system has been a reliable and effective disinfection unit for the last 20 years at the City’s wastewater treatment plant. It is reasonably expected that the newer version of the system, the Trojan UV3000Plus, will also perform well.
- The proposed Trojan UV 3000Plus system is only available for purchase from one supplier in Oregon and Washington due to regional sales assignments; that supplier is William H. Reilly and Company, a well-established supplier of water and wastewater treatment equipment, whose closest office is in Portland, Oregon.
- The sole-source procurement will save the staff time and avoid the project implementation delays that would be associated with a competitive procurement process, a process for which there could ultimately be only one bidder.

Finding #2: *Exempting award of these contracts from competitive solicitation would be unlikely to encourage favoritism or diminish competition for the public contracts or would otherwise substantially promote the public interest in a manner not practicably*

realized by complying with the solicitation requirements otherwise applicable under the LCRB Rules, as supported by the following:

- Replacing the existing Trojan UV3000 disinfection system in-kind with a new system from the same manufacturer, the Trojan UV3000Plus, is the most efficient and lowest cost option for this procurement.
- The Trojan UV3000Plus system is only available from one supplier in the Oregon/Washington region – William H. Reilly and Company.
- Since William H. Reilly and Company is the only potential supplier of the selected lowest-cost system, the issuance of a sole-source procurement contract with William H. Reilly and Company would be unlikely to diminish competition or encourage favoritism.

BUDGET ALLOCATION: The FY2023-24 budget includes \$3,199,520 in Fund 57, the Wastewater Plant Construction/Debt Fund, allocated for wastewater treatment plant improvements. A purchase contract with William H. Reilly and Company for a new Trojan UV3000Plus system would be for a total of \$377,400 including installation. A separate contract for an estimated \$6,500 would be issued to a local electrical contractor for the required electrical work needed to complete the installation. There are adequate funds available for the proposed purchase.

ALTERNATIVES:

1. **Staff Recommendation:** *Move to adopt the Proposed Findings presented herein and approve the exemption from competition for the award of a procurement contract with William H. Reilly and Company for the purchase and installation of a new UV disinfection system in an amount not to exceed \$377,400.*
2. Make modifications to the Proposed Findings then move to adopt amended findings and approve the exemption from competition for the award of a procurement contract with William H. Reilly and Company for the purchase and installation of a new UV disinfection system.
3. Deny approval of an exemption from competition or the award of procurement contract with William H. Reilly and Company for the purchase and installation of a new UV disinfection system and provide additional direction to Staff.



AGENDA STAFF REPORT

AGENDA LOCATION: Item #11A

MEETING DATE: April 22, 2024

TO: Honorable Mayor and City Council

FROM: Joshua Chandler, Community Development Director

ISSUE: Adopting Special Ordinance No. 24-600, a special ordinance accepting the dedication of real property on Laughlin Street and quitclaiming real property between East 7th Street and East 8th Street

BACKGROUND: In September 2023, the Community Development Department received a pre-application (**Site Team**) discussion request to develop an existing undeveloped property located on the northwest corner of East 8th Street and Laughlin Street (*Map and Tax Lot No. 1N 13E 3 CA 7200*), for the purpose of constructing a single-family home with internal accessory dwelling unit (**ADU**) and detached garage with internal ADU. During the September 14, 2023 Site Team meeting, City staff identified a portion of the property encroaching into the existing and improved Laughlin Street right-of-way (**ROW**), currently used for public sidewalk purposes (**Dedicated Area**). In addition, staff identified a portion of land located along the northern property edge seemingly depicted as existing alley ROW (**Alley**) on the Wasco County Assessor's Map and Public GIS Basemap (**Quitclaimed Area**), in which portions of the proposed development were sited. An alley currently exists on the western portion of the subject property with existing utilities, as well as across Laughlin Street to the east, but appears to terminate at the western and eastern edge of subject property. As a result of the two portions of land mentioned above, staff was unable to determine the full extent of the property boundary lines needed for development of the site and required further research prior to moving forward with the development.

To assist in this research, the City employed the services of local surveyor Ben Beseda of AKS Engineering Company, formerly of Tenneson Engineering Corporation. This work included researching the subject property's underlying subdivision, deed history and prior surveys to determine the location of the Alley through this block, as well as adjusting the

subject property line along the Laughlin Street ROW to a fixed distance behind the existing back of sidewalk. A survey of the property was then conducted to determine the full extent of property boundaries. In addition to the work on the subject property, Mr. Beseda assisted in conducting a complete survey of the existing alley west of the subject property for purposes of establishing easements over an existing sanitary sewer line. Although completed under the same contract, the fees and work associated with the sanitary utility easements are not further referenced as part of this staff report.

With the subject property located in one of the older portions of The Dalles, the documentation on the extent of the Alley was inconclusive. The Alley is located between the southern boundary of Fulton's Addition Subdivision and the northern boundary of the Neyce and Gibson's Addition Subdivision; with both subdivisions platted pre-1865. The Fulton's Addition plat makes no mention of an alley; however, the Neyce and Gibson plat labels an "Alley" but does not state width of said alley. Currently, the Wasco County Assessor's Map and Wasco County GIS Basemap identify the Alley width at 20', whereas a title search of the Alley references a 10' width. From the documentation referenced above, it is implied that the City may hold a controlling interest in the Alley.

One of the main purposes of an established alley is to provide utility access to abutting properties. The existing portion of alley to the west of the subject property currently has an existing sanitary sewer line; therefore, an extension of this line to Laughlin Street was considered. Ultimately, staff determined the Alley would not be necessary for future utility line extensions due to other nearby existing services, able to accommodate all abutting properties.

With the City identifying the lack of need for future utilities within the Alley, it is the City's intent to relinquish all control of the land to the owner of the subject property, provided, however, that the property owner relinquish the Dedicated Area currently encroaching into the Laughlin Street ROW. Following the survey work completed by Mr. Beseda, the Quitclaimed Area measures 812 SF, whereas the Dedicated Area measures 890 SF. It is the opinion of staff that this difference of land is relatively similar enough and appropriate for consideration of a "swap" of land. The overall purpose of Special Ordinance 24-600 will effectively transfer any implied controlling rights of the Quitclaimed Area from the City to the property owner, while transferring the Dedicated Area to the City for existing and future ROW purposes.

Staff coordinated with the owner of the subject property and the Wasco County Assessor's Office to facilitate this Special Ordinance, which includes a Dedication Agreement, a Dedication Deed, and Statutory Quitclaim Deed. The owner has reviewed and approved of all associated documentation and is in support of the overall process. If Council adopts this Special Ordinance tonight, the City Manager will be authorized to execute the Dedication Agreement, a Dedication Deed, and Statutory Quitclaim Deed to finalize this matter and bring ownership of the Dedicated Area back to the City. Upon completion of this work, the survey of the property will be recorded with Wasco County.

In addition to the work mentioned within this staff report, City staff has provided the preliminary survey of the subject property to the owner for purposes of overall site design necessary for development. The owner is in the process of finalizing all associated permitting for the project and staff intends on moving forward with processing a

development application for the subject property in the coming weeks.

BUDGET IMPLICATIONS: The total cost to the City of this project, including surveying, research, and mapping fees is estimated at \$9,000; final mapping fees are calculated at the time of final recording, but estimated to be between \$550-\$600. The City's Public Works Department will fund this project through the Street Fund, line item 005-0500-000.34-10.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to adopt Special Ordinance No. 24-600, a special ordinance accepting the dedication of real property on Laughlin Street and quitclaiming real property between East 7th Street and East 8th Street, by title only, as presented.*
2. Make modifications to then move to adopt Special Ordinance No. 24-600, as amended.
3. Decline formal action and provide Staff additional direction.

SPECIAL ORDINANCE NO. 24-600

**A SPECIAL ORDINANCE ACCEPTING THE DEDICATION
OF REAL PROPERTY ON LAUGHLIN STREET
AND QUITCLAIMING REAL PROPERTY
BETWEEN EAST 7TH STREET AND EAST 8TH STREET**

WHEREAS, the City owns a public sidewalk partially encroaching upon that certain real property (**Parcel**) located on the northwest corner of East 8th Street and Laughlin Street in The Dalles, Oregon, which Parcel is depicted generally in Assessor’s Map No. 1N 13E 3 CA as Tax Lot 7200;

WHEREAS, the Parcel’s owner desires to dedicate to the City that certain portion of the Parcel abutting the Laughlin Street public right-of-way and currently used for public sidewalk purposes (**Dedicated Area**);

WHEREAS, the City might hold a controlling real property interest in a portion of the unimproved alley abutting the Parcel’s northern boundary (**Quitclaimed Area**); and

WHEREAS, the City desires to accept the Parcel’s owner’s dedication of the Dedicated Area and also to quitclaim to the Parcel’s owner the City’s real property interests (if any) over the Quitclaimed Area, all as specified below.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF THE DALLES
ORDAINS AS FOLLOWS:**

1. Dedication Agreement Authorized. The City Council hereby authorizes the City Manager to execute the Dedication Agreement with the Parcel’s owner, attached to and made part of this Special Ordinance as **Exhibit 1**.
2. Dedication Deed Authorized. The City Council hereby authorizes the City Manager to execute the Dedication Deed from the Parcel’s owner for the Dedication Area, attached to and made part of this Special Ordinance as the Dedication Agreement’s **Exhibit A**.
3. Dedication Accepted. The City hereby accepts the Parcel’s owner’s dedication of the Dedicated Area.
4. Quitclaim Authorized. The City Council hereby authorizes the City Manager to execute the Statutory Quitclaim Deed for the Quitclaimed Area, attached to and made part of this Special Ordinance as the Dedication Agreement’s **Exhibit B**.

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5. Effective Date. This Special Ordinance shall be effective 30 days after adoption.

PASSED AND ADOPTED THIS 22ND DAY OF APRIL, 2024,

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

AND APPROVED BY THE MAYOR THIS 22ND DAY OF APRIL, 2024.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

DEDICATION AGREEMENT

This DEDICATION AGREEMENT (**Agreement**) is entered by the *City of The Dalles*, an Oregon municipal corporation (**City**), and *Scott R. Thompson*, an individual (**Owner**), for Owner's dedication of real property to the City.

WHEREAS, Owner owns that certain lot (**Parcel**) located on the northwest corner of East 8th Street and Laughlin Street in The Dalles, Oregon, depicted generally in Assessor's Map No. 1N 13E 3 CA as Tax Lot 7200, transferred to Owner on September 20, 2022, through Statutory Warranty Deed recorded in the Wasco County Official Records as Instrument No. 2022-3428, and legally described, to wit:

All of Lot 5 in Block 2 in NEYCE AND GIBSONS ADDITION TO DALLES CITY; ALSO beginning at the Southwest corner of Lot 5 of Block 2, NEYCE AND GIBSONS ADDITION TO DALLES CITY and running thence Westerly along the North side of Alvord Avenue 16 feet to a point; being indicated by a cement wall; being the East line of land owned by Edward M. Harriman; said point being 44 feet Easterly from the Southwest corner of Lot 4 in said Block; thence running Northerly 100 feet more or less to a point 24 feet Westerly from the Northwest corner of Lot 5 of said Block 2; thence Easterly 24 feet to the Northwest corner of Lot 5 of said Block 2; thence Southerly along the West line of said Lot 5 of said Block 2, to the place of beginning; ALSO beginning at the Southeast corner of Lot 5 of Block 2, NEYCE AND GIBSONS ADDITION TO DALLES CITY; thence running Easterly along line of Alvord Avenue 27 feet six inches more or less to a point; thence Northerly parallel with the East line of Lot 5 in Block 2, 107 feet six inches more or less to a point which said point is 27 ½ feet more or less East of the Northeast corner of Lot 5 in Block 2; thence Westerly to the Northeast corner of Lot 5 in Block 2; thence Southerly along East line of Lot 5 to place of beginning; being a strip of land 27 ½ feet wide more or less lying the entire length of Lot 5 of said Block 2, NEYCE AND GIBSONS ADDITION TO DALLES CITY,

ALSO, beginning at a point 24 feet West of the Northwest corner of Lot 5, Block 2, NEYCE AND GIBSONS ADDITION TO DALLES CITY, and running thence Northerly 7 ½ feet; thence running Easterly 103 ½ feet more or less; thence running Southerly 7 ½ feet more or less; and thence Westerly 103 ½ feet more or less along the North line of Lot 5, Block 2, NEYCE AND GIBSONS ADDITION TO DALLES CITY, to place of beginning, being a strip of land 7 feet wide and 103 ½ feet long, lying adjacent to the entire North end of land purchased by Charles D. Doyle and Margaret E. Doyle from W. Lucinda Whealdon.

WHEREAS, the City owns a public sidewalk encroaching 890 square feet upon that certain portion of the Parcel abutting the Laughlin Street public right-of-way (**Dedicated Area**) legally described, to wit:

A tract of land lying within the Laughlin Street right-of-way, as created in the Plat of Neyce and Gibson's Addition, in the Northeast 1/4 of the Southwest 1/4 of Section 3, Township 1 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

Commencing at the Southeasterly corner of Lot 5 in Block 2, said Neyce and Gibson's Addition; thence on the extension of the Southerly line of said Lot 5, South 65°01'07" East 18.07 feet to the true point of beginning of this description; thence on an 8.50 foot radius curve to the left, through a central angle of 89°57'15", a distance of 13.35 feet (the long chord of which bears North 70°00'15" East 12.02 feet); thence North 25°01'37" East 99.36 feet to the intersection with the Easterly extension of the Southerly line of Block 2 in Fulton's Addition; thence on said Easterly extension, South 65°29'45" East 15.40 feet; thence South

32°37'19" West 108.95 feet to the intersection with the Easterly extension of the Southerly line of said Lot 5; thence on said Southerly extension, North 65°01'07" West 9.49 feet to the true point of beginning of this description.

WHEREAS, the City might hold a controlling real property interest in that certain approximately 812 square foot portion of the unimproved alley running parallel and between East 7th Street and East 8th Street between Federal Street and Laughlin Street abutting the Parcel's northern boundary (**Quitclaimed Area**), legally described, to wit:

A tract of land lying in the Northeast 1/4 of the Southwest 1/4 of Section 3, Township 1 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

Commencing at a 3/4" pipe with an inserted bolt located at the South corner common to Lots 3 and 4 in Block 2, Neyce and Gibson's Addition; thence on the South line of said Lot 4, South 65°01'07" East 53.86 feet; thence leaving said Southerly line, North 28°01'08" East 99.24 feet to the intersection with the Northerly line of said Block 2 and true point of beginning of this description; thence continuing North 28°01'08" East 7.95 feet to the intersection with the Southerly line of Block 2, Fulton's Addition; thence on the Southerly line of said Block 2 and extension thereof, South 65°29'45" East 96.98 feet; thence South 25°01'37" West 8.77 feet to the intersection with the Easterly extension of said Northerly line of Block 2, Neyce and Gibson's Addition; thence on said extension and said North line of Block 2, North 65°00'18" West 97.39 feet to the true point of beginning of this description.

WHEREAS, Owner desires to dedicate the Dedicated Area to the City, the City desires to accept Owner's dedication, and the City desires to quitclaim to Owner its real property interests in the Quitclaimed Area (if any), all as consistent with the terms of this Agreement.

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

A. Owner's Duties.

1. Dedication Deed. Owner agrees to relinquish title to and dedicate the Dedicated Area to the City by delivering to the City a fully executed original of the Dedication Deed (attached to and made part of this Agreement as **Exhibit A**) within 10 days from the date of this Agreement's mutual execution.
2. Tax Currency. Owner agrees to pay all property taxes charged against the Parcel assessed on or before the date Owner delivers the Dedication Deed to the City and to provide the City with a receipt from the Wasco County Assessment and Taxation Office attesting all such property taxes have been paid in full. Owner expressly accepts all property or other tax liabilities imposed on the Parcel and warrants to indemnify the City against any tax obligations whatsoever relating to the Parcel or this Agreement.



B. City's Duties.

1. Statutory Quitclaim Deed. The City agrees to relinquish its real property interests in the Quitclaimed Area (if any) to Owner by delivering to Owner a fully executed original of the Statutory Quitclaim Deed (attached to and made part of this Agreement as **Exhibit B**) within 10 days from the date Owner delivers the receipt mentioned in Section A(2) and the fully executed Dedication Deed to the City.

C. General Provisions.

1. Modification. The Parties agree this Agreement may only be amended by a written amendment duly executed by the Parties.
2. Costs. The City agrees to record the fully executed Dedication Deed in the Wasco County Official Records at its sole expense and to only record after it delivers the fully executed Statutory Quitclaim Deed to Owner. Owner agrees to record the fully executed Statutory Quitclaim Deed in the Wasco County Official Records at their sole expense. The City agrees to pay all mapping fees due the Wasco County Assessment and Taxation Office stemming from the Parties' performance of this Agreement.
3. Integration. The Parties agree this Agreement represents their full and final agreement and supersedes all prior or contemporaneous negotiations and agreements between them on its substance.
4. Severability and Governing Law. The Parties agree any provision of this Agreement deemed unenforceable is severed from this Agreement and the other provisions remain in force. The Parties agree this Agreement is governed by and intended to be construed in accordance with the laws of the State of Oregon and any disputes connected with this Agreement will be heard in the Circuit Court of the State of Oregon for Wasco County.
5. Counterparts. The Parties agree this Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Continues on next.



6. Notices. Unless contradicted by specific provision of this Agreement or otherwise required by applicable law, the Parties agree all notices contemplated or required by this Agreement shall be deemed delivered two (2) days after deposit in the United States certified or registered mail, postage prepaid, and addressed:

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

With a copy to: City Attorney
City of The Dalles
313 Court Street
The Dalles, OR 97058

To Owner: Scott R. Thompson
1767 12th Street, #182
Hood River, OR 97031

IN WITNESS WHEREOF, the Parties duly execute this **DEDICATION AGREEMENT** this ____ day of _____, 2024.

CITY OF THE DALLES

OWNER

Matthew B. Klebes, City Manager

Scott R. Thompson

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Jonathan M. Kara, City Attorney



After recording return to:

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

**Until a change is requested,
send all tax statements to:**

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

DEDICATION DEED

Grantor: **Scott R. Thompson, an individual**
1767 12th Street, #182
Hood River, OR 97031

Grantee: **City of The Dalles, a municipal corporation of the State of Oregon**
313 Court Street
The Dalles, OR 97058

KNOW ALL BY THESE PRESENTS, Scott R. Thompson (Grantor) does hereby grant unto the City of The Dalles (Grantee), its successors in interest and assigns, all the following real property (**Dedicated Area**) in the County of Wasco, State of Oregon, free of all encumbrances other than encumbrances of record, and bounded and described as follows, to wit:

A tract of land lying within the Laughlin Street right-of-way, as created in the Plat of Neyce and Gibson's Addition, in the Northeast 1/4 of the Southwest 1/4 of Section 3, Township 1 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

Commencing at the Southeasterly corner of Lot 5 in Block 2, said Neyce and Gibson's Addition; thence on the extension of the Southerly line of said Lot 5, South 65°01'07" East 18.07 feet to the true point of beginning of this description; thence on an 8.50 foot radius curve to the left, through a central angle of 89°57'15", a distance of 13.35 feet (the long chord of which bears North 70°00'15" East 12.02 feet); thence North 25°01'37" East 99.36 feet to the intersection with the Easterly extension of the Southerly line of Block 2 in Fulton's Addition; thence on said Easterly extension, South 65°29'45" East 15.40 feet; thence South 32°37'19" West 108.95 feet to the intersection with the Easterly extension of the Southerly line of said Lot 5; thence on said Southerly extension, North 65°01'07" West 9.49 feet to the true point of beginning of this description.

The Dedicated Area is further described as an 890 square foot portion of that certain parcel depicted in **Assessor's Map No. 1N 13E 3 CA** as **Tax Lot 7200** and is specifically labeled in the diagram attached to and made part of this DEDICATION DEED as **Figure A**.

The **true consideration** of this conveyance is **other consideration given**, the receipt of which Grantor hereby acknowledges.

TO HAVE AND TO HOLD, the above described and granted Dedicated Area unto Grantee, its successors in interest and assigns forever.

Grantor hereby covenants to and with Grantee, its successors in interest and assigns: Grantor is lawfully seized in fee simple of the above-named Dedicated Area, free from all encumbrances other than encumbrances of record (no exceptions), and Grantor, its successors in interest, and assigns, shall warrant and forever defend the said Dedicated Area against the lawful claims and demands of all persons claiming by, through, or under Grantor.

In construing this instrument and where the text so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and individuals.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Continues on next.

IN WITNESS WHEREOF, Grantor has executed this **DEDICATION DEED** this _____ day of _____, 2024. The person whose name is subscribed to this instrument acknowledge they executed the instrument in their legally authorized capacity and, by their signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

GRANTOR

Scott R. Thompson, an individual

By: _____
Scott R. Thompson

STATE OF OREGON)
) **ss**
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2024, by Scott R. Thompson.

Notary Public for Oregon _____

My Commission Expires: _____

Grantee acceptance follows.

Accepted on behalf of **GRANTEE** pursuant to the provisions of **Special Ordinance No. 24-600** (adopted by the City Council of the City of The Dalles on April 22, 2024) this ____ day of _____, 2024.

CITY OF THE DALLES

Matthew B. Klebes, City Manager

ATTEST:

Amie Ell, City Clerk

STATE OF OREGON)
) **ss**
COUNTY OF WASCO)

This instrument was acknowledged before me this ____ day of _____, 2024, by City Manager Matthew Klebes and City Clerk Amie Ell.

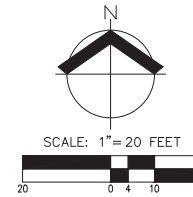
Notary Public for Oregon _____

My Commission Expires: _____

Figure A

RECORD OF SURVEY

TAX LOT 01N-13E-03CA 7200 AND ALLEY IN BLOCK 2,
 NEYCE & GIBSON'S ADDITION IN THE NE 1/4 OF THE SW 1/4 SECTION 3,
 TOWNSHIP 1 NORTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
 CITY OF THE DALLES, WASCO COUNTY, OREGON
 DATE: JANUARY 22, 2024

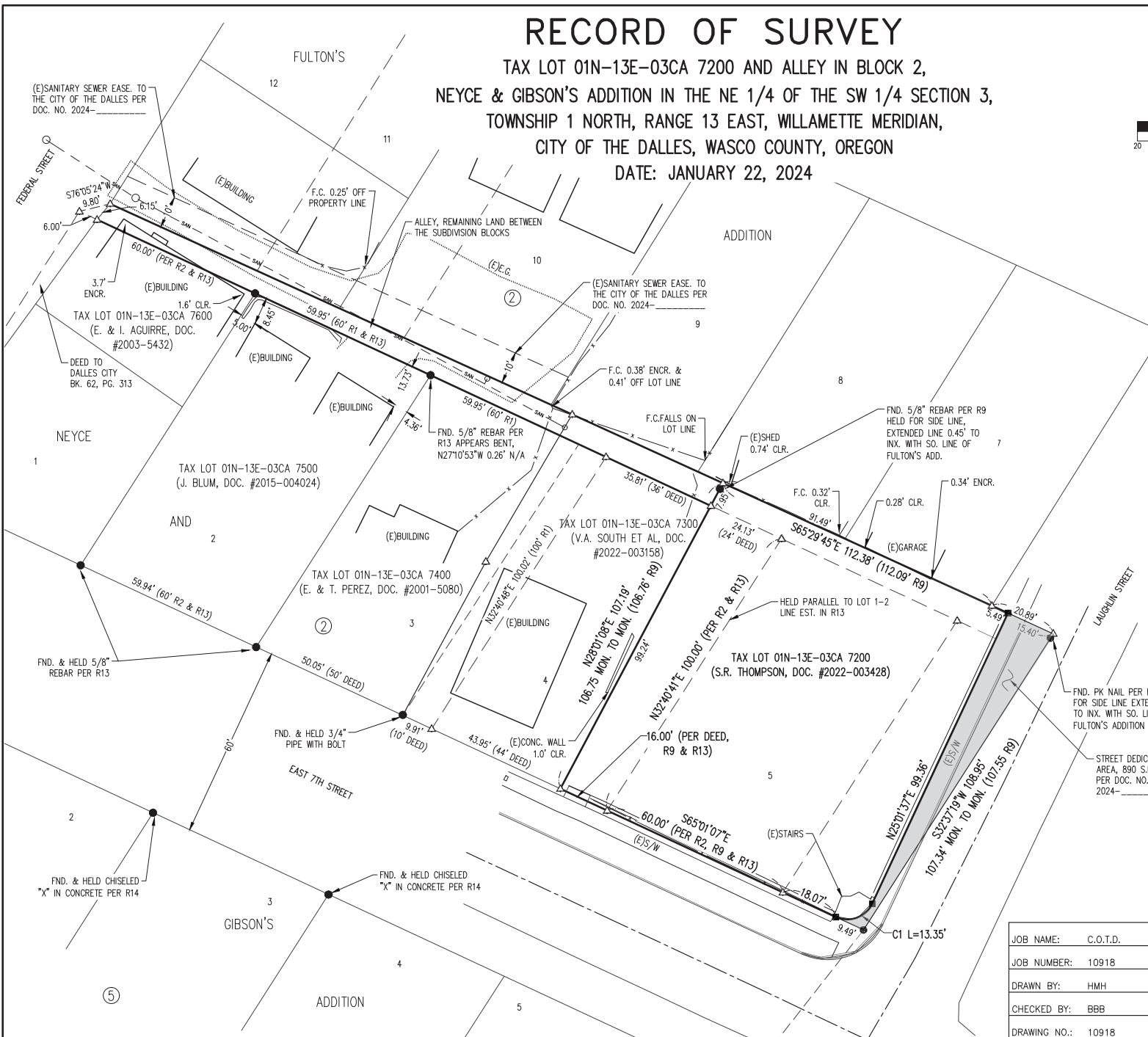


**WASCO COUNTY
 SURVEYOR'S OFFICE**

Survey No. _____
 Filed _____
 By _____

PLOT DATE: 1/22/2024

PREPARED FOR
 CITY OF THE DALLES
 313 COURT ST.
 THE DALLES, OR 97058



LEGEND

- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, INSCRIBED "B BESEDA PLS 50800"
- FOUND MONUMENTS, AS NOTED
- △ DENOTES CALCULATED POINT
- R SURVEY REFERENCE NUMBER
- A.C. ALUMINUM CAP
- B.C. BRASS CAP
- MON. MONUMENT
- FND. FOUND
- AC. ACRES
- LC LAND CORNER
- (E) EXISTING
- C.S.# COUNTY SURVEY NUMBER
- DOC. DOCUMENT
- () RECORD SURVEY OR DEED CALL
- CLR. CLEAR
- ENCR. ENCROACHMENT
- S.F. SQUARE FEET
- F.C. FENCE CORNER
- PROP. PROPERTY
- E.G. EDGE OF GRAVEL
- X- EXISTING FENCE EASEMENT

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	8.50'	89°57'15"	13.35'	N70°00'15"E 12.02'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 13, 1999
 BENJAMIN B. BESEDA
 50800
 EXPIRES: 12/31/2025

**REVIEW
 COPY**

JOB NAME:	C.O.T.D.
JOB NUMBER:	10918
DRAWN BY:	HMH
CHECKED BY:	BBB
DRAWING NO.:	10918

TENNESON ENGINEERING | AN AKS COMPANY
 3775 CRATES WAY
 THE DALLES, OR 97058
 541.286.9177
 WWW.AKS-ENG.COM

ENGINEERING • SURVEYING • NATURAL RESOURCES
 FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

After recording return to:

Scott R. Thompson
1767 12th Street, #182
Hood River, OR 97031

EXHIBIT B

**Until a change is requested,
send all tax statements to:**

Scott R. Thompson
1767 12th Street, #182
Hood River, OR 97031

STATUTORY QUITCLAIM DEED

Grantor: **City of The Dalles**, *a municipal corporation of the State of Oregon*
313 Court Street
The Dalles, OR 97058

Grantee: **Scott R. Thompson**, *an individual*
1767 12th Street, #182
Hood River, OR 97031

The City of The Dalles (**Grantor**) releases and quitclaims to Scott R. Thompson (**Grantee**) all right, title, and interest in and to the following described real property:

A tract of land lying in the Northeast 1/4 of the Southwest 1/4 of Section 3, Township 1 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

Commencing at a 3/4" pipe with an inserted bolt located at the South corner common to Lots 3 and 4 in Block 2, Neyce and Gibson's Addition; thence on the South line of said Lot 4, South 65°01'07" East 53.86 feet; thence leaving said Southerly line, North 28°01'08" East 99.24 feet to the intersection with the Northerly line of said Block 2 and true point of beginning of this description; thence continuing North 28°01'08" East 7.95 feet to the intersection with the Southerly line of Block 2, Fulton's Addition; thence on the Southerly line of said Block 2 and extension thereof, South 65°29'45" East 96.98 feet; thence South 25°01'37" West 8.77 feet to the intersection with the Easterly extension of said Northerly line of Block 2, Neyce and Gibson's Addition; thence on said extension and said North line of Block 2, North 65°00'18" West 97.39 feet to the true point of beginning of this description.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN

ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The **true consideration** of this conveyance is **other consideration given**, the receipt of which Grantor hereby acknowledges.

DATED this ____ day of _____, 2024.

GRANTOR

Matthew B. Klebes, City Manager

ATTEST:

Amie Ell, City Clerk

STATE OF OREGON)
) ss
COUNTY OF WASCO)

This instrument was acknowledged before me this ____ day of _____, 2024, by City Manager Matthew Klebes and City Clerk Amie Ell.

Notary Public for Oregon _____

My Commission Expires: _____



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #11B

MEETING DATE: April 29, 2024

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Fourth Intergovernmental Agreement for Library Services

BACKGROUND: Several decades ago, the City of The Dalles and Wasco County jointly contributed funds, under Resolution No 89.-057, for the operation of The Dalles-Wasco County Public Library. Starting in 1997, revenue shortfalls began to impact the Library's budget which ultimately led to the formation of the Wasco County Library Service District (**District**) through a vote of the people in 2006.

The District levies taxes to provide funding for the operation of library services in Wasco County. The Wasco County Board of Commissioners (**BOCC**) is the governing body of the District. The BOCC appointed a Library Board with various responsibilities related to the operation of branch libraries throughout the County. Currently, branch libraries are located in The Dalles, Dufur, Maupin, and Shaniko.

In 2007, the District and the City of The Dalles entered into the first Intergovernmental Agreement (**IGA**) for library services. This IGA laid out various responsibilities for the City of The Dalles and the District in the operation of the city owned Library located in The Dalles. In summary, the District would provide certain levels of funding for employment of a County Librarian and library staff, indirect administrative costs, purchase of library collection and other materials, as well as make recommendations, review budgets, and manage agreements. A second IGA was entered into in 2008 and replaced in 2010 by a third IGA. The third IGA was amended later in 2010. The third IGA and its amendment have been included in the packet.

In 2023, City staff and Library Board members undertook a comprehensive effort to review prior IGAs and develop the *Fourth Intergovernmental Agreement for Library Services* for your consideration and approval. This IGA replaces all former IGAs and

amendments. While numerous change and adjustments were made, two key areas of concern that were refined in this effort involved “Capital Improvements and Maintenance” (Section 3), which covers how such items will be funded and executed, and the “Indirect Administrative and Overhead Costs” (Section 5), which covers services used by the Library that are provided by the City. These administrative services include but are not limited to payroll, accounts payable and receivable, human resources, IT, legal, and other administrative services. The same methodology is used for all administrative transfers with other City Departments that use similar services such as Public Works and the Airport. The proposed IGA also includes language to improve communication and review of the administrative transfer with the Board annually.

BUDGET IMPLICATIONS: Previously, capital improvements at the The Dalles Library were the sole responsibility of the City. Under the proposed IGA, the City and District will share equally in capital improvements. This will result in overall savings to the City, however, there are significant capital needs at The Dalles Library and staff intends to move forward with utilizing resources from the City’s Capital Improvement Fund and budgeted District funds to address them. One priority is the replacement of The Dalles Library’s HVAC system.

As stated above, the administrative transfer methodology remains the same throughout the City. However, this transfer was artificially frozen in previous years to reduce the financial impact to the Library. This shifted the cost of administrative services to other Departments. In the upcoming budget cycle, staff intends to bring this transfer more in line with the agreed upon methodology.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to approve the Fourth Intergovernmental Agreement for Library Services with the Wasco County Library Service District contingent upon approval from the Wasco County Board of Commissioners.*
2. Decline to approve the Fourth Intergovernmental Agreement and direct staff to continue negotiations on specific aspects of the Agreement then bring back to Council for consideration

FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES

This FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and Wasco County Library Service District, a library services district duly formed and organized under the provisions of ORS Chapters 198 and 451 (**District**), for the City's provision of library services to the District.

WHEREAS, ORS 190.010 provides units of local government may enter written agreements with any other unit of local government for the performance of any or all functions and activities a party to the agreement has authority to perform;

WHEREAS, on July 1, 2007, the Parties entered that certain *Intergovernmental Agreement between the Wasco County Library and the City of The Dalles for Library Services*;

WHEREAS, on July 1, 2008, the Parties entered that certain *Second Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*;

WHEREAS, on July 1, 2010, the Parties entered that certain *Third Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*; and

WHEREAS, the Parties' course of performance since July 1, 2007, informed them of best practices convenient to the furtherance of City's provision of library services to the District and intend this Agreement to establish the continuing terms and conditions of such library services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree:

A. CITY RESPONSIBILITIES.

1. General. The City generally agrees to make library facilities and services available to the public and work in coordination with other branches of the District, all as provided in this Agreement.
2. The Dalles Library. The Parties' primary library facility is currently located at 722 Court Street in The Dalles, Oregon (**The Dalles Library**), and the Parties agree they may change its location by mutual written agreement.
3. Capital Improvements and Maintenance.

(a) Capital Improvements.

- (1) *Defined***. The Parties agree *capital improvements* are durable upgrades, adaptations, or enhancements of The Dalles Library that create a new asset and/or have a lifespan that is 15 years or longer, increasing its value and often including structural changes and major replacements; the Parties further agree examples of *capital improvements* include additions (e.g., constructing new deck or wing), whole-room renovations, major installations (e.g., installing central air

conditioning or new plumbing system), and replacing 30% or more of a building component (e.g., roof, windows, floors, electrical system, HVAC).

(2) **Responsibility.** The City agrees to procure or perform The Dalles Library's capital improvements; provided, however, the City agrees to be responsible for only 50% of The Dalles Library's capital improvement costs, which it will pay from City funds appropriated through the City's annual budget process. The Parties agree to develop and maintain a 5-10 year *Capital Improvement Plan (CIP)* within six (6) months from this Agreement's effective date and informing them of the necessary resources each Party must budget to meet the CIP's expectations.

(b) Maintenance.

(1) **Defined.** The Parties agree *maintenance* is generally an annual expense, that does not create a new asset and is incurred to keep The Dalles Library habitable and in proper working condition; the Parties further agree examples of *maintenance* include routine costs associated with painting, repairing existing HVAC units or toilets, maintaining parking lots, sidewalks, and landscaping and outdoor structural items, replacing shingles on a roof, floor covering installations, broken pipes, or broken or worn-out parts, and the costs associated with the inspection of such expenses.

(2) **Responsibility.** The City agrees to procure or perform the Dalles Library's maintenance by utilizing the District's annually budgeted financial resources marked for disbursement to the City for the express and limited purpose of this Agreement's performance (**Awarded Funds**).

4. Personnel.

(a) County Librarian. The City agrees to employ the County Librarian, a person agreed upon between the City and the District and responsible for the administration of the Wasco County Library system and designated as the District's Budget Officer. Since the County Librarian is a City employee, the City reserves the unilateral right to terminate their at-will employment like all other City employees. The City will conduct an annual performance evaluation of the County Librarian and shall solicit input from the Library Board.

(b) Support Personnel. With respect to The Dalles Library, the City agrees to employ others as it deems necessary, including support staff to provide general patron services, maintenance services, library collection services, information services, and youth and adult services expressly as City employees. Since support staff are City employees, the City reserves the unilateral right to terminate their at-will employment like all other City employees.

(c) Workers' Compensation. The City agrees to provide all required workers' compensation coverages for all City employees and volunteers contemplated by this Agreement.

5. Indirect Administrative and Overhead Costs. Since The Dalles Library is a City facility and its personnel are City employees, as part of the City budget process the City agrees

Fourth IGA for Library Services

Wasco County Library Service District – City of The Dalles

to provide District a copy of the City's General Fund Transfers report detailing the City's methodology for calculating its costs for indirect administrative services and The Dalles Library operational overhead, including its costs for Finance Department staff time, Legal Department staff time, and all other administrative or personnel costs. This methodology is based on the total administrative costs of City departments that provide services to the Library broken out by use. Calculations take into account usages such as invoices, number of employees, agenda items, hours for legal services, facility services, or IT time. For each fiscal year during this Agreement's term, the City (through its City Manager and Finance Director) agrees to meet and provide the District Board with a yearly forecast and breakdown of its costs annually by April 1st to discuss that methodology as applied to the given fiscal year. The Parties agree the City's expenses for its indirect administrative and overhead costs contemplated by this Agreement are true and actual costs to the City and do not reflect a profit. The Parties agree the City reserves the discretion to reduce the amount it transfers to the District's pecuniary benefit.

6. Use of Awarded Funds. The City agrees to use Awarded Funds exclusively for its provision of library services to the District, including the costs detailed in Section B(1)(a) and the costs for maintenance, personnel, and indirect administration and overhead described by Sections A(3)(b) – A(5) of this Agreement.
7. Hours of Operation. The City agrees to maintain reasonable hours of operation for the public's use of The Dalles Library based on the City's operational needs. The Parties agree the District's Library Board may recommend changes to the hours of operation to the City, which the City agrees to reasonably consider.
8. Annual Reporting. The City agrees to provide the District an annual audit report and (upon District's written request) make and deliver a presentation at a Wasco County Board of County Commissioners regular meeting on its activities under this Agreement for the year at the time the audit report is presented to the District's governing body.
9. Public Contracting. The City agrees to comply with all applicable Oregon Public Contracting Code requirements and it's Local Contract Review Board Rules for all procurements or contracting relating to this Agreement's performance.
10. Insurance and Indemnity.
 - (a) Required Policies. The City agrees to carry and maintain in effect throughout this Agreement's term statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (*per occurrence*) and \$2,000,000 (*in aggregate*), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a *combined single limit per occurrence* of \$1,000,000.
 - (b) Certificates. The City agrees to provide the District with certificates of insurance naming the *Wasco County Library Service District* as an additional insured prior to its performance of this Agreement and to further provide the District thirty (30) days' notice before cancelling or reducing any insurance policy contemplated by this Agreement.

Fourth IGA for Library Services

Wasco County Library Service District – City of The Dalles

(c) Indemnity. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify, defend, and hold harmless the District (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands for the City's acts or omissions in its performance of this Agreement.

B. DISTRICT RESPONSIBILITIES.

1. Authorize Funds. For each year of this Agreement's term, the District agrees to authorize funding in accordance with its adopted budget and Oregon Local Budget Law to provide library services in Wasco County. The District further agrees to allocate, at least, a portion of those authorized funds as Awarded Funds sufficient to cover both:
 - (a) 50% of The Dalles Library's capital improvement costs scheduled for that fiscal year (pursuant to the CIP); and
 - (b) The City's indirect administrative and overhead costs for that fiscal year.
2. Indemnity. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, the District agrees to indemnify, defend, and hold harmless the City (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands for the District's acts or omissions in its performance of this Agreement.

C. FINANCIAL OBLIGATIONS AND BUDGETARY CONSIDERATIONS.

1. Fees. The Parties agree all library fees, fines, or interest collected by the City are solely for the District's benefit and the City agrees to utilize them only for The Dalles Library operation. The City agrees to report all such amounts in its annual audit and report.
2. Annual Operating and CIP Budget. The Parties agree the County Librarian will draft the annual operating and CIP budget of The Dalles Library for review by the City and District. The City agrees to consider for approval the proposed annual operating and CIP budget for The Dalles Library (including the County Librarian's compensation) through the City's annual budget process for each year of this Agreement's term.
3. Unappropriated Ending Fund Balance. The Parties agree The Dalles Library will follow best practices budgetary and financial rules of the City, including but not limited to maintaining an unappropriated ending fund balance equal to four months' net operating expenses.
4. Revenue Discrepancies. The City agrees to carry-over any non-budgeted surplus revenue (resulting from The Dalles Library operating costs being less than projected) to be used for The Dalles Library services and operations under this agreement. The District agrees any revenue shortage resulting from its lack of tax collection provides the City with a discretionary, partial, and proportional excuse for the City's non-performance of this Agreement.
5. Assets. The Parties agree any City-owned assets currently in The Dalles Library are the City's property for those assets' remaining life. The Parties further agree, as the City

Fourth IGA for Library Services

Wasco County Library Service District – City of The Dalles

expends Awarded Funds to replace those assets or purchases new materials (including circulation materials), those items are considered City property for use at The Dalles Library. The Parties agree the District has sole oversight over assets procured by the District.

6. Fund Availability. The Parties agree the District is expected to receive sufficient funds to cover its annual costs under this Agreement from each year's tax receipts. The Parties further agree the District's ability to make payments to the City under this Agreement are contingent on the District's actual tax receipts, budgetary limitations, and other expenditure authority sufficient to allow the District (in the exercise of its reasonable administrative discretion) to actually make those payments. If the District determines there are insufficient funds available to make payments under this Agreement, the Parties agree either Party may terminate this Agreement by providing thirty (30) days' notice of termination to the non-terminating Party; provided, however, the District agrees any shortage in its payments to the City under this Agreement provides the City with a discretionary, partial, and proportional excuse for the City's non-performance of this Agreement.
7. Audit. The Parties agree the District may review and audit the City's financial records relating to this Agreement and the City agrees to reasonably make such records available for the District's inspection.

D. GENERAL PROVISIONS.

1. Term. The Parties agree this Agreement shall be for an initial five (5) year (the "Initial Term") commencing on [DATE], 2024 and shall automatically extend for up to five (5) additional years upon a continuation of all the same provisions hereof, unless either part gives written notice of intention to terminate this Agreement at least one-hundred and eighty days (180) before the expiration of the Initial Term.
2. Termination. The Parties agree either Party may terminate this Agreement at any time by providing written notice of intent to terminate by January 1 of any given fiscal year during this Agreement's term, in which case the Parties agree this Agreement terminates at the end of that fiscal year. The Parties further agree this Agreement may be terminated at any time by mutual written agreement.
3. General Role of the Parties. The Parties agree the District is primarily a funding mechanism of Wasco County established to support and operate library services within county limits and relies on the City and other entities to provide those services to the public.
4. No Employer-Employee Relationship. The Parties expressly agree they do not intend this Agreement or the course of its performance to implicate an employer-employee relationship between them. The City expressly warrants its exclusive agency free from the District's direction and control over the means and day-to-day manner of performing its obligations under this Agreement. To the maximum extent allowed by law, the Parties agree the City is an independent contractor as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries.

Fourth IGA for Library Services

Wasco County Library Service District – City of The Dalles

The Dalles, OR 97058

To the District:

Chair
Wasco County Board of County Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

IN WITNESS WHEREOF, the Parties duly execute this **FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES** this ____ day of _____, 2023.

CITY OF THE DALLES,
An Oregon municipal corporation

BOARD OF COUNTY COMMISSIONERS
Wasco County, an Oregon political subdivision

Matthew B. Klebes, City Manager

Steve Kramer, Chair

Scott Hege, Vice-Chair

Phil Brady, County Commissioner

Date

Date

ATTEST:

ATTEST:

Amie Ell, City Clerk

Kathy Clark, Executive Assistant

Approved as to form:

Approved as to form:

Jonathan Kara, City Attorney

Kristen Campbell, County Counsel

**THIRD INTERGOVERNMENTAL AGREEMENT
BETWEEN WASCO COUNTY LIBRARY
AND CITY OF THE DALLES
FOR LIBRARY SERVICES**

This agreement, effective July 1, 2010, between the Wasco County Library Service District, hereinafter referred to as "District" and the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as "City".

WHEREAS, ORS 190.010 provides that units of local government may enter into a written agreement with another unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to form; and

WHEREAS, the District and the City entered into an intergovernmental agreement for Library services, which agreement expires on June 30, 2010; and

WHEREAS, the District and the City have reached an agreement to continue in effect the intergovernmental agreement between the parties, and to include a provision for automatic renewal of the agreement subject to the right of either party to terminate this agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth, it is agreed as follows:

1. Effective: This Agreement is effective July 1, 2010.
2. Term and Provision for Annual Renewal. The term of this Agreement shall be for a two year period, expiring on June 30, 2012, unless terminated as provided herein. Thereafter, this Agreement shall be automatically renewed on July 1 of each year, unless the Agreement is terminated by either one of the parties providing written notice of termination to the other party by no later than April 1 of each year.
3. General Roles of the Parties: Both parties acknowledge and agree that the District is primarily a funding mechanism to support and operate library services within Wasco County. The District has no employees and few assets. It plans to provide library services by contracting with the City and other entities that can provide these types of services to the public.
4. City Responsibilities:
 - 4.1 In General. Library facilities and services shall be made available to the public and the City shall work in coordination with other branches of the Wasco County Library.
 - 4.2 Facilities. The City shall provide facilities for the Main Branch Library.

- 4.2.1 The Main Branch Library is currently located at 722 Court Street in The Dalles. The location may be changed only in agreement with the District.
- 4.2.2 The City shall, at its own expense, be financially responsible for the major maintenance of the Main Branch Library building and grounds, including roofs, floor coverings, structural integrity of the structure, parking lots, sidewalks, landscaping and outside structural items such as decks and retaining walls. Major maintenance will be those items that cost more than \$10,000.
- 4.3 Indirect Administrative and Overhead Costs. The City shall, at its own expense, continue to provide the indirect administration and overhead costs of the Main Branch operation, incurred by other City departments, including Financial, Personnel, Administrative, and Legal Services.
- 4.4 Use of Awarded Funds. The City shall use awarded funds for operation of the Main Branch, including postage, telephone, Gorge LINK annual recurring costs, payroll and benefits for Main Branch personnel and the County Librarian, delivery of material to the other branch libraries, maintenance and operation of the Library Service Stations, including computer service and supplies, training and travel for Main Branch personnel, and Library processing supplies.
- 4.4.1 The City shall employ the County Librarian, a person agreed upon between the City and the District. That person shall be responsible for the administration of the Wasco County Library system, and will act as the District Budget Officer. The parties agree that the current Wasco County/The Dalles City Librarian shall serve as the initial County Librarian. At which time the current City/County Librarian is unable to serve, or desires to resign from this position, the City and District must mutually agree upon a replacement to fill the position. The City and District may also, upon joint agreement, remove any County Librarian at any time. The position of County Librarian is at-will and neither party shall take any action to contradict or degrade that status.
- 4.4.2 The City shall employ others as necessary to provide the general patron services, maintenance services, library collection services, information services, Gorge LINK services, youth services, and adult services, as outlined in the Service Plan dated January 10, 2006, presented by Ruth Metz Associates.
- 4.4.3 The City shall use at least \$92,000 of the awarded funds to purchase library collection materials for each fiscal year that this Agreement is in effect, in

consultation with the Library Board based upon a system-wide collection development plan.

4.4.4 The City may use money awarded to it from the District to provide for routine maintenance of electrical, plumbing, HVAC and other operational systems, and to pay for janitorial services. Utility charges and routine building and grounds maintenance, including minor repairs, may also be paid from funds awarded to the City. A minor repair is one that does not exceed \$10,000.

4.4.5 Awarded funds cannot be used for expenses incurred prior to July 1, 2007, or any fiscal year prior to the award year without the District's prior approval.

4.5 Hours of Operation. The Main Branch's hours of operation for the public shall be based on the operational needs as established by the Library Board and the City, and as budgeted by the District.

4.6 Annual Reporting. The City will provide the Wasco County Board of Commissioners with an annual audit report, and make an oral presentation on activities throughout the Wasco County Library system for the year, at the time the audit report is presented to the District governing body.

4.7 Purchasing and Contracting Rules. For procurement, the City shall comply with the applicable provisions of the Public Contracting Code (ORS 279A, 279B and 279C, as may be amended) and the City's own procurement rules promulgated in connection with those statutes.

4.8 Insurance coverage. The City shall provide coverage as required under State of Oregon Workers' Compensation Act for all City employees and volunteers.

4.9 Indemnity and Hold Harmless. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, the City shall indemnify and hold harmless the District, its officers, agents and employees from any claims arising out of or relating to the activities of the City or its officers, employees, subcontractors, or agents under this Agreement.

5. District Responsibilities

5.1 Library Board. The District, with input from cities or communities who will have branch libraries, shall appoint a Library Board, which will have the following general responsibilities:

- 5.1.1 Manage this Intergovernmental Agreement and (other similar agreements for the other Library Branches); and recommend to the District governing body any amendments to the intergovernmental agreement(s).
 - 5.1.2 Review and comment on future budgets and work plans developed under this Agreement.
 - 5.1.3 Recommend and advise on the appointment and performance of the County Librarian.
 - 5.1.4 Conduct an annual performance evaluation review of the County Librarian.
 - 5.1.5 Develop a policy for the allocation of Library materials.
 - 5.1.6 Adopt policies for the operation of the branch libraries, including late fees and fines, subject to review of the District's governing body.
 - 5.1.7 Make recommendations on the acceptance and use of real or personal property or funds donated to the District.
- 5.2 Authorize funding in accordance with the adopted budget and local budget law to provide Library services in Wasco County. The amount of funding shall be at the discretion of the District.

6. Financial Obligations and Considerations

- 6.1 All library fees, fines or interest collected by the City are solely for the benefit of the Wasco County Library and shall be utilized by the City for operation of the Main Branch Library. These amounts shall be reported to the District at the annual audit and report.
- 6.2 The annual operating and capital expenditures budget for the Main Branch (including the County Librarian's compensation) shall be recommended by the Library Board to the City and District no later than the end of March of each year this Agreement is in effect and shall be considered for approval by the City and District no later than May 15 of each year this Agreement is in effect.
- 6.3 The annual budget of the Main Branch Library shall include an Unappropriated Ending Fund Balance equal to the operating costs for July through October.
- 6.4 Any surplus of revenue due to operating costs being less than projected will be maintained by the City as carry-over for budgeting for services to be provided under this agreement. Any shortage due to lack of District taxes collected may result in the reduction in revenue received from the District, and may result in a corresponding reduction in services.

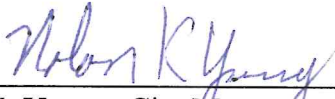
- 6.5 Assets currently owned by the City in the Main Branch Library shall continue to be considered the property of the City for the remaining life of the assets, and as the City expends District allocated funds to replace those assets or purchases new materials, including circulation materials, those items shall be considered property of the City for use in the Wasco County Library System.
- 6.6 Payment Schedule.
- 6.6.1 For each year this Agreement is in effect, the District shall distribute funds in four equal installments on November 30, December 31, February 28, and May 31. Provided however, that the final payment may be reduced if budgeted tax funds are not received by the District.
7. Performance of Responsibilities. While District can evaluate the quality of the performance of the City's responsibilities under this Agreement, the District will not control the day-to-day manner of the City's performance of its obligations. The City is responsible for those.
8. Funds Available. District expects to receive sufficient funds to finance the costs of this Agreement on an annual basis from each year's receipts. The City understands and agrees that the District's payments under this Agreement are contingent on the District's actual receipts, budgetary limitations and other expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to make payments. District may terminate this Agreement, or reduce payments to the City, without penalty or liability to District, effective upon the delivery of written notice to the City, if the District determines that there are insufficient funds available to make payments under this Agreement. Any shortage due to lack of funds may result in a corresponding reduction in library services offered by the City.
9. Audit. District shall have the right to audit the books of City as they relate to this Agreement. City hereby agrees that its books and records shall be available for inspection at reasonable times.
10. Nondiscrimination. The City and District agree that neither shall discriminate on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, or veteran's status in any activity or operation carried out in the performance of this Agreement.
11. Insurance. City shall provide proof of general liability, automobile and worker's compensation insurance within 30 days of the date of this contract. The general liability insurance shall be for an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate, and the automobile insurance shall be for an amount not less than \$1,000,000.00 per accident.

12. Subcontracts and Assignment; Successors in Interest. City shall not enter into any subcontracts for any of the services to be provided under this agreement, or assign or transfer any of its interest in this contract, without the prior written consent of the District. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
13. No Third Party Beneficiaries. City and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
14. Representations and Warranties. Each party represents and warrants to the other that it has the power and authority to enter into and perform this Agreement; and this Agreement, when executed and delivered, shall be a valid and binding obligation of the party. In addition, City represents and warrants that it has and will maintain personnel with the skill and knowledge possessed by well-informed members of its industry and profession; and those personnel shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if required, to perform the services of this Agreement.
15. Dispute Resolution. Any claim, action, suit or proceeding (collectively, “claim”) between the parties that cannot be resolved and that arises from or relates to this Agreement shall be submitted to binding arbitration and not to litigation. The arbitrator’s decision shall be final and binding and a judgment may be entered thereon. The party wishing to submit the claim to arbitration shall notify the other party of such intention. The parties shall choose an arbitrator within thirty (30) days of such notice.
16. Severability. If any term or provision of this Agreement is declared to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
17. Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
18. Amendments. This Agreement may be amended in writing only with the amendment signed by both parties.
19. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the following addresses:

City of The Dalles
Nolan K. Young
City Manager
313 Court Street
The Dalles, OR 97058

Wasco County Library
Dan Ericksen, Chair
Wasco County Board of Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

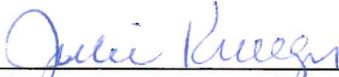
CITY OF THE DALLES



Nolan K. Young, City Manager

Date: 1-27-10

ATTEST:



Julie Krueger, MMC, City Clerk

Date: 1-27-10

APPROVED AS TO FORM:



Gene E. Parker, City Attorney

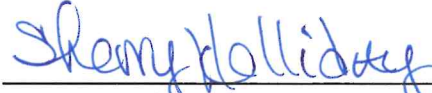
Date: January 26, 2010

WASCO COUNTY BOARD OF
COMMISSIONERS




Dan Ericksen, Chair

Date: 2/17/10



Sherry Holliday, Commissioner

Date: 2-17-10



Bill Lennox, Commissioner

Date: 2-17-10

FIRST AMENDMENT TO THE THIRD
INTERGOVERNMENTAL AGREEMENT BETWEEN
WASCO COUNTY LIBRARY SERVICE DISTRICT
AND CITY OF THE DALLES FOR LIBRARY SERVICES

WHEREAS, the Wasco County Library Service District, hereinafter referred to as “District”, and the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as “City”, entered into a Third Intergovernmental Agreement, hereto attached as Exhibit A, which became effective as of July 1, 2010; and

WHEREAS, the District and the City desire to enter into an amendment to the Third Intergovernmental Agreement to clarify certain provisions of the Agreement concerning Indirect Administrative and Overhead Costs, and the Use of Awarded Funds;

NOW, THEREFORE, in consideration of the provisions set forth herein, it is mutually agreed as follows:

1. Section 4.3 Indirect Administrative and Overhead Costs, of the Third

Intergovernmental Agreement shall be amended to read as follows:

Section 4.3 Indirect Administrative and Overhead Costs. The City shall be reimbursed in an amount to be annually negotiated between the City and the District, for the costs of providing indirect administrative services and overhead costs for the Main Branch operation, incurred by other City departments, including Financial, Personnel, Administrative, and Legal Services.

2. Section 4.4 Use of Awarded Funds, of the Third Intergovernmental Agreement

shall be amended to read as follows:

Section 4.4 Use of Awarded Funds. The City shall use awarded funds for operation of the Main Branch, including indirect administrative and overhead costs, postage, telephone, Gorge LINK annual recurring costs, payroll and benefits for Main Branch

personnel and County Librarian, delivery of material to the other branch libraries, maintenance and operation of the Library Service Stations, including computer service and supplies, training and travel for Main branch personnel, and Library processing supplies.

3. Except as modified by this First Amendment, the terms and conditions set forth in the Third Intergovernmental Agreement which takes effect July 1, 2010, shall remain in full force and effect.

Dated this 28th day of July, 2010.

CITY OF THE DALLES

WASCO COUNTY BOARD
OF COMMISSIONERS

Nolan K. Young
Nolan K. Young, City Manager

Dan Ericksen
Dan Ericksen, Chair

Date: 7-28-10

Date: 7/21/10

ATTEST:

Julie Krueger
Julie Krueger, MMC, City Clerk

Sherry Holliday
Sherry Holliday, Commissioner

Date: 7-28-10

Date: 7-21-10

APPROVED AS TO FORM:

Gene E. Parker
Gene E. Parker, City Attorney

Bill Lennox
Bill Lennox, Commissioner

Date: 7-27-10

Date: 7/21/10

**THIRD INTERGOVERNMENTAL AGREEMENT
BETWEEN WASCO COUNTY LIBRARY
AND CITY OF THE DALLES
FOR LIBRARY SERVICES**

FILED
WASCO COUNTY

2010 FEB 23 A 10: 24

KAREN LEBRETON COATS
COUNTY CLERK

This agreement, effective July 1, 2010, between the Wasco County Library District, hereinafter referred to as "District" and the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as "City".

WHEREAS, ORS 190.010 provides that units of local government may enter into a written agreement with another unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to form; and

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- 4.2.1 The Main Branch Library is currently located at 722 Court Street in The Dalles. The location may be changed only in agreement with the District.
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 - 5.1.7 Make recommendations on the acceptance and use of real or personal property or funds donated to the District.
- 5.2 Authorize funding in accordance with the adopted budget and local budget law to provide Library services in Wasco County. The amount of funding shall be at the discretion of the District.

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- 6.1 All library fees, fines or interest collected by the City are solely for the benefit of the Wasco County Library and shall be utilized by the City for operation of the Main Branch Library. These amounts shall be reported to the District at the annual audit and report.
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8. Funds Available. District expects to receive sufficient funds to finance the costs of this Agreement on an annual basis from each year's receipts. The City understands and agrees that the District's payments under this Agreement are contingent on the District's actual receipts, budgetary limitations and other expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to make payments. District may terminate this Agreement, or reduce payments to the City, without penalty or liability to District, effective upon the delivery of written notice to the City, if the District determines that there are insufficient funds available to make payments under this Agreement. Any shortage due to lack of funds may result in a corresponding reduction in library services offered by the City.
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11. Insurance. City shall provide proof of general liability, automobile and worker's compensation insurance within 30 days of the date of this contract. The general liability insurance shall be for an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate, and the automobile insurance shall be for an amount not less than \$1,000,000.00 per accident.

12. Subcontracts and Assignment; Successors in Interest. City shall not enter into any subcontracts for any of the services to be provided under this agreement, or assign or transfer any of its interest in this contract, without the prior written consent of the District. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
13. No Third Party Beneficiaries. City and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
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15. Dispute Resolution. Any claim, action, suit or proceeding (collectively, "claim") between the parties that cannot be resolved and that arises from or relates to this Agreement shall be submitted to binding arbitration and not to litigation. The arbitrator's decision shall be final and binding and a judgment may be entered thereon. The party wishing to submit the claim to arbitration shall notify the other party of such intention. The parties shall choose an arbitrator within thirty (30) days of such notice.
16. Severability. If any term or provision of this Agreement is declared to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
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City of The Dalles
Nolan K. Young
City Manager
313 Court Street
The Dalles, OR 97058

Wasco County Library
Dan Ericksen, Chair
Wasco County Board of Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

CITY OF THE DALLES

WASCO COUNTY BOARD OF
COMMISSIONERS

Nolan K Young
Nolan K. Young, City Manager

Dan Ericksen
Dan Ericksen, Chair

Date: 1-27-10

Date: 2/17/10

ATTEST:

Julie Krueger
Julie Krueger, MMC, City Clerk

Sherry Holliday
Sherry Holliday, Commissioner

Date: 1-27-10

Date: 2-17-10

APPROVED AS TO FORM:

Gene E Parker
Gene E. Parker, City Attorney

Bill Lennox
Bill Lennox, Commissioner

Date: January 26, 2010

Date: 2-17-10