

AGENDA**REGULAR CITY COUNCIL MEETING****MARCH 24, 2025****5:30 p.m.****CITY HALL COUNCIL CHAMBER****313 COURT STREET****&****LIVE STREAMED****https://www.thedalles.org/Live_Streaming**

To speak online, register with the City Clerk no later than noon the day of the council meeting. When registering include: your full name, city of residence, and the topic you will address.

Upon request, the City will make a good faith effort to provide an interpreter for the deaf or hard of hearing at regular meetings if given 48 hours' notice. To make a request, please contact the City Clerk and provide your full name, sign language preference, and any other relevant information.

Contact the City Clerk at (541) 296-5481 ext. 1119 or amell@ci.the-dalles.or.us.

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. PRESENTATIONS/PROCLAMATIONS

A. Wasco County Emergency Services – Perimeter Mapping Software

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 September March 10, 2025 Regular City Council meeting minutes
- B. Resolution No. 25-015 Assessing the real property located at 1290 West 8th Street the cost of nuisance abatement
- C. Adoption of Resolution No. 25-016 authorizing the City Attorney to submit a Claim Form and all other necessary documentation for the City of Laurel, Mississippi v. Cintas Corporation No. 2 settlement agreement

10. ACTION ITEMS

- A. Adopting General Ordinance No. 25-1411, an ordinance amending TDMC Chapter 5.16 (Animals)
- B. Authorizing the City Manager to enter Intergovernmental Funding Agreements with Wasco County and Northern Wasco County Parks and Recreation District

11. DISCUSSION ITEMS

- A. Consideration of fireworks regulations

12. EXECUTIVE SESSION

In accordance with ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

- 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: March 24, 2025

TO: Honorable Mayor and City Council

PRESENTOR: Stephanie Krell, Wasco County Public Information Officer

TOPIC: Perimeter Mapping Software

ATTACHMENTS:

- A. Memorandum: Perimeter Mapping Software
- B. Presentation Slides: Emergency Services - Perimeter Mapping Software



MEMORANDUM

SUBJECT: PERIMETER MAPPING SOFTWARE

TO: THE DALLES CITY COUNCIL

FROM: STEPHANIE KRELL, WASCO COUNTY PUBLIC INFORMATION OFFICER

DATE: 2/5/2025

Wasco County has launched a new tool called Perimeter, which will enhance public safety messaging to residents within Wasco County. Perimeter is a dynamic mapping platform designed to improve communication and information sharing during emergencies.

Perimeter will serve as a central hub for disseminating critical information in real-time to the community during emergencies and officials will be able to post updates on evacuation orders, road closures, and resource locations more quickly.

The map interface provides a clear and visual representation of the emergency situation, allowing residents to understand the scope and impact of the event. Also, our first responders in the field will be able to use Perimeter to draw evacuation zones and share real-time updates directly from the scene of an incident to our staff in the Emergency Operations Center. This significantly reduces the time between an incident occurring and the public receiving crucial information.

It is important to note that Perimeter will work seamlessly with our existing Citizen Alert system, ensuring that emergency notifications reach residents quickly and efficiently through multiple channels.

Additionally, we have granted access to our partner agencies (e.g., fire departments, cities, schools). This allows them to utilize the platform for their own internal training and operational needs, fostering collaboration and improving overall emergency preparedness.

The public can access Perimeter and view real-time updates by visiting perimetermap.com/wascocounty-or from any internet connected device.

In order to reduce the opportunity for miscommunication, access to the public-facing features of the Perimeter site is limited to the PIO, Emergency Manager and 9-1-1 Dispatchers.

We believe that Perimeter will be a valuable asset to Wasco County, enhancing our ability to communicate effectively with the public during emergencies and ultimately improving the safety of our community.



EMERGENCY SERVICES



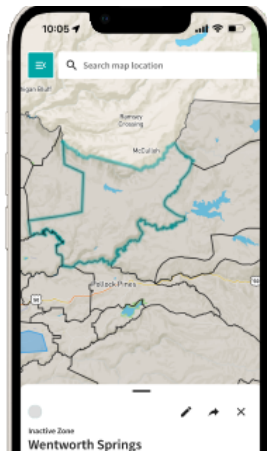
PERIMETER MAPPING SOFTWARE

December 2024

Stay informed during all stages of a disaster.

**View real-time public safety instructions,
no signup or login required.**

Perimeter is a public safety map that will display emergency information posted by County officials to the public. Visit **perimetermap.com** to receive real-time updates on evacuation orders, road closures, resource locations, and other important information.



Find your evacuation zone:

1. Go to **perimetermap.com**
2. Enable your location or enter your address into the search bar
3. Click on the zone at your location for the zone name and evacuation status



Up-to-date public safety updates:



EMERGENCY SERVICES

Pioneering pathways to prosperity.

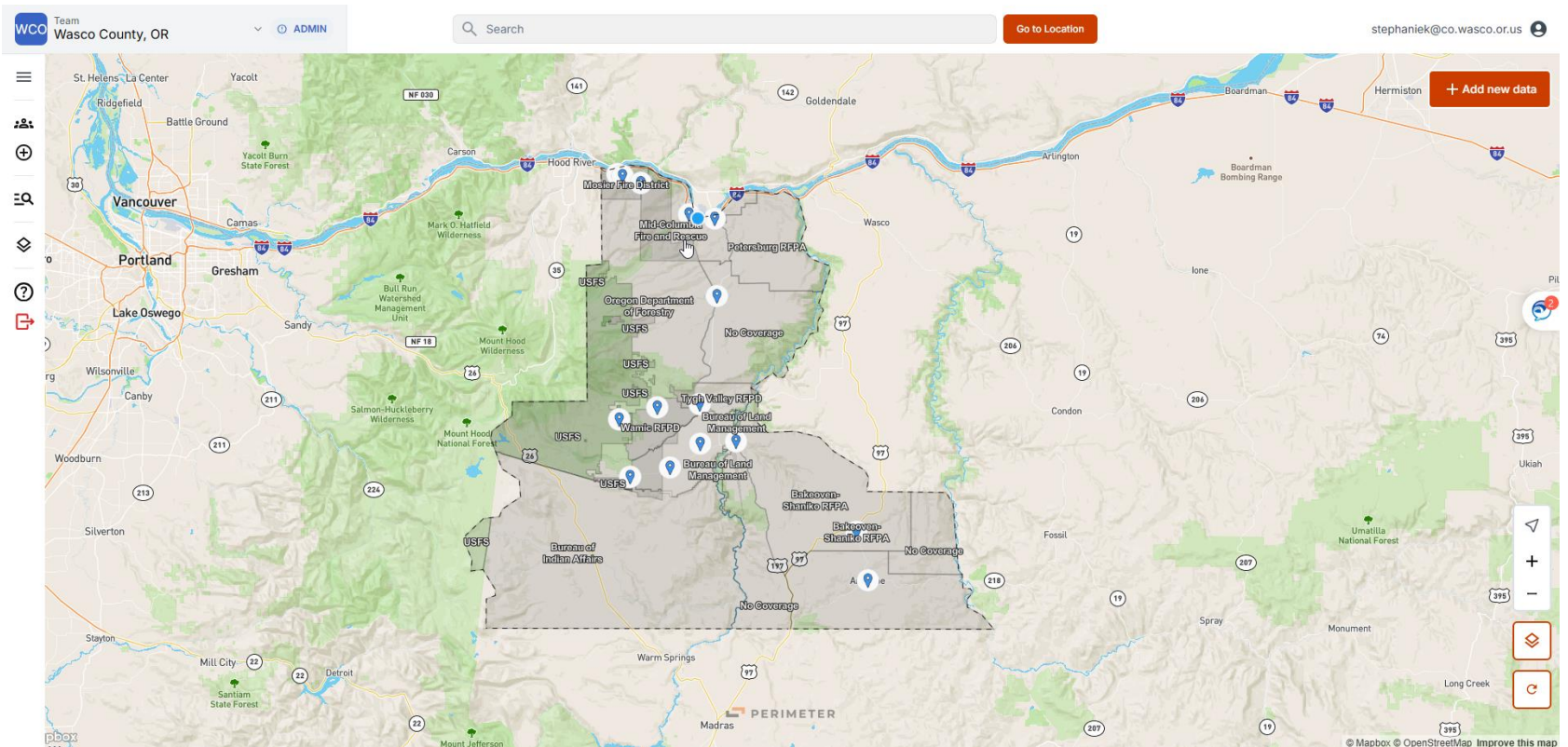
The map displays the Hood River area with various evacuation zones highlighted in different colors. A green line indicates the evacuation route for people, starting from the town of Hood River and heading south towards Government Camp. The map also shows the Hood River and its tributaries, as well as surrounding towns and landmarks. The evacuation zones are labeled as follows:

- Level 1 (Green): Includes areas near the town of Hood River and the Hood River National Forest.
- Level 2 (Red): Includes the town of Hood River and the Hood River National Forest.
- Level 3 (Yellow): Includes the town of Hood River and the Hood River National Forest.
- Level 4 (Blue): Includes the town of Hood River and the Hood River National Forest.

The map also shows the Hood River and its tributaries, as well as surrounding towns and landmarks. The evacuation zones are labeled as follows:

- Level 1 (Green): Includes areas near the town of Hood River and the Hood River National Forest.
- Level 2 (Red): Includes the town of Hood River and the Hood River National Forest.
- Level 3 (Yellow): Includes the town of Hood River and the Hood River National Forest.
- Level 4 (Blue): Includes the town of Hood River and the Hood River National Forest.

Wasco County Fire Districts



EMERGENCY SERVICES

Pioneering pathways to prosperity.

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AGENDA STAFF REPORT

AGENDA LOCATION: Item #9 A - C

MEETING DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Amie Ell, City Clerk

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

- A. **ITEM:** Approval of the March 10, 2025 Regular City Council meeting minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the March 10, 2025 Regular City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: That City Council review and approve the minutes of the March 10, 2025 Regular City Council meeting minutes.

- B. **ITEM:** Resolution No. 25-015 Assessing the Real Property 1290 West 8th Street for the cost of Nuisance Abatement

BUDGET IMPLICATIONS: None. Any funds received reimburse the City for the cost of abatements.

SYNOPSIS: The Codes Enforcement Officer properly noticed the abatements. The City Clerk sent the cost of abatement notice. None of the property owners paid the assessment within the required time limit.

RECOMMENDATION: Approve Resolution No. 25-015 Assessing the Real Property 1290 West 8th Street for the cost of Nuisance Abatement.

- C. **ITEM:** Adoption of Resolution No. 25-016 authorizing the City Attorney to submit a Claim Form and all other necessary documentation for the *City of Laurel, Mississippi v. Cintas Corporation No. 2* settlement agreement

BUDGET IMPLICATIONS: The settlement amount is \$45,000,000 total. The City appears entitled to recover a cash payment equivalent to up to 5% of its total spend on Cintas products and services covered by certain master agreements between April 1, 2012, and December 1, 2024, subject to a pro rata reduction or increase (depending on the total amount of claims validated).

SYNOPSIS: A proposed settlement has been reached in a class action lawsuit (*City of Laurel, Mississippi v. Cintas Corporation No. 2*) alleging Cintas breached its individual agreements with OMNIA Participation Public Agencies (**PPAs**) for products that “piggyback” onto certain master agreements by invoicing for amounts that exceeded pricing authorized under those agreements.

Cintas offers a product delivery service to the City on a weekly or monthly basis (for goods including for floor mats, toilet paper covers, hand sanitizer, hand soap, etc.). The City appears to be a class member eligible for participation in that settlement agreement because it piggybacked onto one of the litigated master agreements between April 1, 2012, and December 31, 2024—put another way, the City (and thousands of other cities across the nation) seems to have overpaid Cintas.

The City must take affirmative steps to opt-in to participate in the settlement, including submitting the Claim Form for the settlement by April 1, 2025.

The City Attorney has reviewed the Claim Form for the settlement and recommends the City take all necessary steps to opt-in to the settlement agreement. If the City does not opt-in, it cannot directly share in the settlement funds.

RECOMMENDATION: Adopt Resolution No. 25-016, as presented.

MINUTES

CITY COUNCIL MEETING
COUNCIL CHAMBER, CITY HALL
MARCH 10, 2025
5:30 p.m.

VIA ZOOM/ IN PERSON

PRESIDING: Mayor Richard Mays

COUNCIL PRESENT: Ben Wring, Tim McGlothlin, Rod Runyon, Scott Randall, Dan Richardson

STAFF PRESENT: City Manager Matthew Klebes, City Attorney Jonathan Kara, City Clerk Amie Ell, Public Works Director Dale McCabe, Police Chief Tom Worthy, Finance Director Angie Wilson, Community Development Director Joshua Chandler, IT Director David Collins

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. Wring, McGlothlin, Randall, Richardson present. Runyon absent.

PLEDGE OF ALLEGIANCE

Mayor Mays asked Councilor McGlothlin to lead the Pledge of Allegiance. Councilor McGlothlin invited the audience to join in the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Mays noted a supplemental agenda had been posted adding Item #13B to the agenda.

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

absent.

AUDIENCE PARTICIPATION

There was none.

CITY MANAGER REPORT

City Manager Matthew Klebes reported;

- Several public works projects were in progress
 - 6th Street widening project
 - 12th Street Sidewalk and Stormwater improvements
 - Bid process would begin soon for the 10th Street Safe Routes to Schools project
- Appeared on KODL
- Would be attending Oregon City County Managers Association Conference next week

CITY COUNCIL REPORTS

Councilor McGlothlin reported;

- Completed the Oregon Government Ethic Commission Public Meetings Law training to meet new state requirements
- Attended Airport Board meeting

Councilor Wring reported;

- Was absent from previous City Council meeting; report included full month of items.
- Had a meeting with the City Manager
- Appeared on KODL with Mayor Mays
- Attended a Federal Street Plaza meeting
- Attended Urban Renewal Agency meeting

Councilor Randall reported;

- Nothing to report

Councilor Richardson reported;

- Nothing to report

Mayor Mays reported;

- Appeared on KACI
- Presented to The Dalles Rotary club
- Would be re-starting the Saturdays with The Mayor program. Would begin Saturday

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March 29th at Café Enza beginning at 10:00am. Special guests; New City Councilor Wring and members of the Beautification and Tree Committee

- Announced that he was seeking new members for the Beautification and Tree Committee

Councilor Runyon joined via Zoom at 5:39pm

CONSENT AGENDA

It was moved by Richardson and seconded by Wring to approve the Consent Agenda as presented. The motion carried 5 to 0, Richardson, Wring, Runyon, McGlothlin, Randall voting in favor; none opposed; none absent.

Richardson asked what amount would be requested for the Transportation Growth Management grant.

Dan Spatz Economic Development Officer said they would be asking for \$200,000.00 for a project estimated to cost \$250,000.00.

Items approved on the consent agenda were: 1) The minutes of the February 24, 2025 Regular City Council Meeting; 2) Resolution No. 25-014 Authorizing a Request for Grant Funding Through the State Parks & Recreation Department; 3) Resolution No. 25-013 Authorizing a Request for Grant Funding Assistance Through the Oregon Transportation Growth Management (TGM) Program for Preparation of the Westside Area Renaissance Master Plan

CONTRACT REVIEW BOARD ACTIONS

Contract No. 24-011 EPA Brownfield Assessment Consulting Services

Dan Spatz Economic Development Officer reviewed the staff report.

Richardson asked if the Brownfield funding being activated was purely incentive funding or if landowners were required to contribute financially.

Spatz explained assessment work could typically be covered by the grant, but mitigation was often costly and required financial contributions from the landowner. Funding for mitigation was limited, and the process was complex. He said assistance with mitigation could not be provided if there was a continuous chain of ownership involving the original contamination incident. For example, if a current owner of an old fuel depot site was connected to the contamination, the City could only assist with assessment, not mitigation. There was one high-priority site in The Dalles where they hoped to find a solution, potentially involving coordination with DEQ, the contractor,

and the EPA, possibly through the sale of the site.

It was moved by Richardson and seconded by Wring to authorize the City Manager to enter into contract with Stantec Consulting Services Inc. for EPA Brownfield Assessment Consulting Services, for Contract No. 24-011, in an amount not to exceed \$445,899. The motion carried 5 to 0, Richardson, Wring, Runyon, McGlothlin, Randall voting in favor; none opposed; none absent.

Authorization for SCADA System Upgrade Phase 1 Engineering Services Contract Amendment

Dale McCabe Public Works Director reviewed the staff report.

It was moved by McGlothlin and seconded by Randall to authorize an amendment to the engineering services contract with Jacobs Engineering Group for the purchase of materials and software related to The Dalles SCADA System Upgrade Phase 1 Project in an amount not to exceed \$295,156, providing a total contract price of \$1,330,847. The motion carried 5 to 0, McGlothlin, Randall, Richardson, Wring, Runyon voting in favor; none opposed; none absent.

ACTION ITEMS

Resolution No. 25-011 Adopting the City of The Dalles 2025 Downtown Parking Management Strategy Action Plan

Joshua Chandler Community Development Director introduced Owen Ronchelli of Rick Williams Consulting and reviewed the staff report. He noted the change of the cover picture as had been suggested by Councilor Runyon. The historic photo had been obtained with the help of the Columbia Gorge Discovery Center's photo archive.

Wring said one of the key points he wanted to address was adjusting the municipal ordinance that currently defined the downtown parking area.

Chandler confirmed that would be an action that would be brought to Council at a later time.

Wring asked for clarification about privately owned off-street parking in PM-5, noting the importance of considering all parking types—private off-street, public off-street, and public on-street parking—since they contribute to managing congestion downtown. He had observed since the parking study was completed, many private lots downtown had installed proper signage indicating private use and warnings about towing, though compliance varied. He suggested including language in the recommendations about what shared parking agreements might look like in the future to avoid conflicts or misunderstandings between private lot owners and the

public.

Ronchelli said it was important to include shared parking agreements as a strategy, noting most agreements were peer-to-peer and occurred outside the public realm. These agreements typically involved private lot owners with excess capacity allowing neighboring businesses to use their space, either informally or through formal lease agreements. He cited Oregon City as an example where the City collected data on private lots to identify those with excess capacity and passed the information to the local chamber, which facilitated connections between lot owners and businesses needing parking. While The Dalles was not facing severe parking constraints at the time, he suggested it could be a useful tool to consider for the future.

Wring said it was important to clarify the potential for private-to-private parking partnerships in the plan. He said parking would remain private, but there could be instances where the City, as a public entity, might enter into agreements.

Klebes suggested a revision to better capture the private-to-private parking relationship. He referred to page 17 under PM5, particularly the first bullet point under mid-to-long-term goals, which mentioned obtaining agreements from downtown businesses to assign stalls to affected employees. He proposed adjusting the wording to "obtain or foster agreements from and between downtown businesses" to clearly emphasize the possibility of private-to-private partnerships.

Mayor Mays confirmed Chandler, Ronchelli and Councilors all agreed to the adjustment proposed by Klebes.

Runyon said the report consistently described the parking situation as low to moderate rather than urgent. Improved lighting in public parking lots was needed as the winter months approach as he did not want to direct people to poorly lit areas. He said enforcement for time-limited parking was an issue, asking if additional staff would be required or if it would be a matter of observing how things progress. He had discussed with Lisa Farquharson of the Chamber of Commerce encouraging local businesses to have employees park away from their own business blocks. He said this short-term solution could be effective.

Chandler said a messaging campaign could be organized, including flyers distributed to downtown businesses and collaborating with the Chamber would be feasible.

Ronchelli said effective communication could be achieved through the City website and clearly articulated desired behaviors. He agreed collaboration with the Chamber and using peer-to-peer contact would be effective. He said improving lighting as part of assessing public off-street parking safety standards could help make people feel more confident parking there.

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McGlothlin said he had visited the back parking lot at night and found the street lights were too dim and sparse. He recommended adding more lights with higher lumen output.

Chandler said staff could handle neighborhood and business owner messaging without needing changes to the plan. He noted that PM 6 was listed as a short-term implementation of 12 to 24 months but could be adjusted to occur within 0 to 12 months for action within the next year to address the safety standards such as lighting.

Klebes said the City had collaborated with PUD to improve lighting in alleyways between First and Second, and Second and Third Streets, noting PUD's willingness to add lighting where feasible for a small monthly fee. He said tree coverage that blocked lighting created challenges with the First Street. Future projects like the First Street Streetscaping and the Plaza, which would include lighting amenities, may impact decisions. Staff continued to evaluate the parking lots and recently trimmed tree branches to enhance existing lighting.

McGlothlin suggested the use of mounted surface lighting from the ground up as an option.

Wring said he was pleased to see signage listed as a short-term goal on page 28, aligning with the communication plan. He asked for it to be implemented sooner rather than later, considering the City Manager's remarks about balancing resources and projects.

Mayor Mays said the signage would be more effective if lighting was addressed first to alleviate safety concerns from those reluctant to use the parking lots. He suggested moving the lighting improvements up along with the signage efforts.

Klebes said he could speak with facility staff about lighting at the First Street parking lots but cautioned that with many priorities identified in the Council's action plan for the next 12 to 18 months, not everything could be addressed at once. He said staff could work with the PUD and manage workload while acknowledging upcoming construction projects.

Mayor Mays said the plan could be approved and staff would address the issues that had been raised.

Chandler said they would keep the items as listed and make a modification to page 17 to include language about obtaining or fostering agreements between downtown businesses. He said everything else could be handled by staff.

Klebes said there might be trigger points for taking action more quickly, such as a project breaking ground or being completed, leading to increased parking demand. He said the plan's timeline and prioritization would remain unless such triggers occurred.

It was moved by Wring and seconded by Richardson to adopt Resolution No. 25-011, as presented. The motion carried 5 to 0, Wring, Richardson, Runyon, Randall, McGlothlin voting in favor; none opposed; none absent.

DISCUSSION ITEMS

Computer Aided Dispatch and Police Records Management System Acquisition in Partnership with Wasco County

Tom Worthy Police Chief introduced Krista Silver 911 Communications Dispatch Manager and reviewed the staff report.

Klebes noted the purpose of the presentation was to give an overview and get any questions Council may have in order to be prepared to bring back answers as the work moves forward on the project.

Richardson asked if he was correct in a cost of \$1.1 million for the next fiscal year for this project.

Worthy said this was correct but also included the standing services agreement with the county paying for the people on the other end of the radio.

McGlothlin asked Worthy to explain more about what was being done to avoid failure and what had been learned from other agencies that had failed in similar projects.

Chief Worthy said the project could fail if scope, schedule, or budget were not properly managed. Potential issues included overspending, extended timelines, or failing to meet project goals, such as implementing CAD but not achieving RMS. The AdCom contract involved professional project managers advocating for the City with the vendor's project team. The vendor would also assign a project manager to ensure the project met its intended objectives within the established timeline and budget.

Mayor Mays asked whether other cities had completely abandoned similar projects, noting that there was a difference between delays, overspending, and exceeding the budget versus entirely failing the project.

Worthy confirmed that project failures had occurred where significant effort was invested in implementing a new system but never successfully completed, resulting in remaining with the old system. He cited a notable CAD RMS consortium in the metro area that collapsed after a year despite being intended as a generational project. He emphasized that while the process is risky,

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applying proper project management principles and being willing to adapt to the system increases the likelihood of success.

Klebes asked the Chief to comment on the alternative of continuing with the existing system.

Chief Worthy noted that the CAD system had experienced several unplanned reboots recently, resulting in unscheduled downtime that appeared to be occurring more frequently. He emphasized the importance of staying current with technology to support evidence-based policing and meet the department's goals of excellence. He stated that implementing a modern system would be a valuable tool in achieving those objectives.

Silver said the City and County were operating on separate RMS systems that did not communicate with each other, which posed a significant problem. Implementing a unified system would greatly improve coordination and effectiveness.

Wring asked whether the project had any ties to the City's existing IT infrastructure that would also require upgrades or maintenance. He inquired if there were any dependencies outside of the current system that needed to be addressed.

David Collins, IT Director, said the CAD RMS system would be outside of the City's network, as it involved Wasco County. While the City would need to maintain devices connected to the infrastructure and adhere to feature requirements, there did not appear to be any additional dependencies.

McGlothlin asked for confirmation all would be CJIS protected.

Bothe Silver and Collins confirmed it met requirements for CJIS level security.

Mayor Mays asked;

- if all users including the Fire Department were contributing to the equipment purchase;
- where AdCom was located, if the project was connected to the departments recent accreditation process;
- what was meant by "outside influences" mentioned in the memo as possibly affecting outcomes and timelines;
- and when they would know the cost of the data conversion.

Worthy confirmed all users would be contributing. He said the vendor contract covered both CAD and RMS, totaling \$485,000. Dispatch services referred to dispatchers and call takers at the center, which was an existing service. He said AdCom was nationwide with locations locally in Tri Cities and Edmonton, Washington. The department was already accredited and in good

standing with the Northwest Accreditation Alliance. implementing the new system would help maintain accreditation and enhance policing efforts. He said “outside influences” that could disrupt or delay the project might include issues with the State of Oregon law enforcement data systems. He noted the project’s reliance on NCIC files, including wanted persons and vehicle files, and explained that delays could occur if the state experienced staffing issues or scheduling conflicts. He said they were confident the data conversion estimate was accurate as presented.

Councilor Wring asked if the document included details about training costs for officers, noting that it seemed high-level and if Wasco County was already familiar with the newer system.

Chief Worthy confirmed end-user training was included in the project plan and budgeted for within the scope. Timing would be determined once the project plan was established.

Councilor McGlothlin noted that if two 911 calls were made simultaneously, it increased the risk of communication errors under the current system. He suggested that the proposed improvements would enhance efficiency.

Councilor Silver stated that the current outdated system required dispatchers to work harder to accomplish tasks. She noted that the new system's enhanced capabilities would allow dispatchers to work more efficiently, handle calls faster, and improve service for both citizens and officers.

McGlothlin said he supported improvements to the Computer Aided Dispatch (CAD) and reporting system, noting their benefits for data collection, storage, retrieval, and supporting court cases and prosecution. These enhancements contributed to the safety and health of the community. He suggested considering the addition of centralized video monitoring capability to enhance communication between monitoring staff and officers, if not now, then in the future.

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

In accordance with ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Mayor Mays recessed Open Session at 6:38 p.m.

Mayor Mays reconvene Open Session at 7:00 p.m.

It was moved by Richardson and seconded by McGlothlin to authorize the City Attorney to file a

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stipulated general judgment of dismissal without prejudice in the Wasco County Circuit Court for case number 23CV40681, City of The Dalles versus St Vincent de Paul Society of The Dalles and all other necessary authorizations to finalize that case. The motion carried 5 to 0, Richardson, McGlothlin, Wring, Runyon, Randall, voting in favor; none opposed; none absent.

It was moved by McGlothlin and seconded by Wring to authorize the collective bargaining agreement between the Dallas Police Association and the City of The Dallas effective July 1, 2025, through June 30, 2028, contingent upon Association approval. The motion carried 4 to 0, McGlothlin, Wring, Runyon, Richardson voting in favor; Randall abstaining; none opposed; none absent.

ADJOURNMENT

Being no further business, the meeting adjourned at 7:06 p.m.

Submitted by/
Amie Ell, City Clerk

SIGNED:

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

RESOLUTION NO. 25-015

A RESOLUTION ASSESSING THE REAL PROPERTY LOCATED AT 1290 WEST 8TH STREET THE COST OF NUISANCE ABATEMENT

the City Code Enforcement Officer posted a Notice to Abate Nuisance upon the following listed properties on the dates shown below:

| <u>Property</u> | <u>Assessor's Map No.</u> | <u>Date of Posting</u> |
|----------------------------------|---------------------------|------------------------|
| 1290 West 8 th Street | 1N 13E 4 301 | January 24, 2025 |

WHEREAS, according to Wasco County real property records, the following persons are the owners of record for tax purposes of the following listed property:

| <u>Property</u> | <u>Owner</u> |
|----------------------------------|--------------------------------|
| 1290 West 8 th Street | Xiang Zhu Mei & Wen Guang Chen |

WHEREAS, the Notice to Abate Nuisance required the removal of noxious vegetation and/or junk from the listed property pursuant to the provisions of Section 5.24.040 of The Dalles Municipal Code;

WHEREAS, the Notice to Abate Nuisance further provided if the nuisance conditions were not abated the City would hire a contractor to abate the nuisance conditions, and the costs of the abatement would be charged to the owner of the property, and become a lien upon the property;

WHEREAS, as a result of the owners' failure to abate the nuisance conditions on the property, the City hired the following listed contractor, who abated the nuisance conditions on the dates listed below, for the costs listed below:

| <u>Property</u> | <u>Contractor</u> | <u>Date of Abatement</u> | <u>Cost</u> |
|----------------------------------|-------------------|--------------------------|-------------|
| 1290 West 8 th Street | Rod Huante | February 11, 2025 | \$1,450.00 |

WHEREAS, pursuant to Section 5.24.070 of The Dalles Municipal Code, on February 20, 2025, the City Clerk sent a Notice of Assessment by certified mail to Xiang Zhu Mei & Wen Guang Chen advising them the total cost of the assessment for the property was \$1,450.00, and the listed sum would become a lien upon the property if the amount was not paid by March 7, 2025, or the assessment was not protested by February 25, 2025 by Xiang Zhu Mei & Wen Guang Chen;

WHEREAS, Xiang Zhu Mei & Wen Guang Chen failed to file any objection by the stated deadline and failed to pay the balance of the assessment by the deadline listed in the Notices of Assessment, and the City Council finds the statement of the amount of the proposed assessments

is correct and no reason exists to justify any delay in proceeding with the imposition of a lien upon the properties for the cost of the assessments.

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

Section 1. Assessment. The cost of the abatements of the nuisance conditions for the following property:

| <u>Name/Address</u> | <u>Description</u> | <u>Final Assessment</u> |
|--------------------------------|--------------------|-------------------------|
| Xiang Zhu Mei & Wen Guang Chen | 1N 13E 4 301 | \$1,450.00 |

The legal description for the properties is shown in the list of descriptions attached to and made part of this Resolution as Exhibit “A”.

Section 2. Docket Entry. Upon passage of this Resolution and its approval by the Mayor, the following information shall be entered into the City Electronic Lien Docket:

- a. The foregoing legal description of the property assessed.
- b. The names of the owners or a statement the owners are unknown.
- c. The sum assessed upon each lot or tract of land.
- d. The date of the docket entry.

Section 3. Notices/Collection of Assessment. The City Clerk is directed to proceed with notice and collection of the assessment in accordance with the procedures prescribed by Oregon law for enforcement of liens and collection of assessments.

Section 4. Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 24TH DAY OF MARCH, 2025.

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

AND APPROVED BY THE MAYOR THIS 24TH DAY OF MARCH, 2025.

ATTEST:

Richard A. Mays, Mayor

Amie Ell, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF 1290 WEST 8TH STREET

Parcel 1 of Partition Plat 2000-26, filed for record December 29, 2000, under Microfilm No. 20005582, being a portion of the Northwest quarter of Section 4, Township 1 North, Range 13 East and the Southwest quarter of Section 33, Township 2 North, Range 13 East of the Willamette Meridian, Wasco County and State of Oregon.

RESOLUTION NO. 25-016

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SUBMIT A
CLAIM FORM AND ALL OTHER NECESSARY DOCUMENTATION FOR THE
CITY OF LAUREL, MISSISSIPPI V. CINTAS CORPORATION NO. 2
SETTLEMENT AGREEMENT**

WHEREAS, a proposed nationwide settlement agreement has been reached to resolve that certain class action litigation captioned *City of Laurel, Mississippi v. Cintas Corporation No. 2* (Case No. 3:21-cv-00124-ART-CLB) brought by a settlement class against Cintas Corporation No. 2 (**Cintas**);

WHEREAS, the settlement class includes entities that piggybacked onto certain litigated master agreements between April 1, 2012, and December 31, 2024;

WHEREAS, the City of The Dalles appears to be included in the settlement class since it piggybacked onto at least one of the two litigated master agreements between April 1, 2012, and December 31, 2024; and

WHEREAS, the City Council understands the City must take affirmative steps to opt-in to participate in the settlement's cash payout, including executing the Claim Form for the settlement on or before February 4, 2025.

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

Section 1 Findings Adopted. The City of The Dalles hereby finds and determines the foregoing recitals are true and correct and adopt the recitals as findings in support of the actions taken and authorized herein.

Section 2 City Attorney Authorized. The City of The Dalles hereby authorizes the City Attorney to sign and submit the Claim Form necessary for the City's participation in the *City of Laurel, Mississippi v. Cintas Corporation No. 2* (Case No. 3:21-cv-00124-ART-CLB).

Section 3 Additional Necessary Authorizations. The City of The Dalles hereby authorizes the City Attorney to take all actions necessary for participation in and related to the settlement action.

Section 4 Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 24TH DAY OF MARCH, 2025.

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

AND APPROVED BY THE MAYOR THIS 24TH DAY OF MARCH, 2025.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Item #10A

MEETING DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: City Attorney Jonathan Kara
City Manager Matthew Klebes

ISSUE: Adopting General Ordinance No. 25-1411, an ordinance amending TDMC Chapter 5.16 (*Animals*)

BACKGROUND: At its February 24, 2025, regular meeting, the City Council considered proposed amendments to TDMC Chapter 5.16 (*Animals*) as a discussion item. The City made special notice of that discussion to current animal permit holders and other community stakeholders. The City Council listened to public input on the proposed amendments, discussed, then provided direction to make some changes to those proposed amendments in alignment with public input.

Following that meeting, staff conducted specific outreach to a sample of animal permit holders who provided comment at that meeting and their input has been incorporated into the Ordinance proposed for adoption tonight.

The City Council provided specific direction on the following changes to the previously proposed items below (and all direction has been reflected in the proposed Ordinance):

Continuous Annoyance

Previously Proposed: TDMC 5.16.010(C)(4). Added a definition for continuous annoyance to give the public, Animal Control Officer, and Municipal Judge clarity on what the City considers nuisance-level noise from animals: repeated howling, bleating, whining, etc. hearable beyond the boundary of the owner's real property and lasting for (a) at least 10 uninterrupted minutes or (b) intermittently for 15 total minutes in any 30-minute period.

- **Changes:** Reduced the amount of time of intermittent episodes of animals noise allowed in a 30-minute period from 15 to 10 minutes.

Household Pets

Previously Proposed: TDMC 5.16.010(C)(6). Added a definition for *household pet* to exclusively mean domesticated dogs, cats, hamsters, guinea pigs, ferrets, parrots, parakeets, potbellied pigs, or other similarly sized animals determined by the Police Chief to be traditionally kept in cities as a household pet and readily available and lawful for purchase from a reputable pet store.

- **Changes:** Removed potbellied pigs and added rabbits to the definition of *household pet*.

The term *household pet* would now exclusively mean “domesticated dogs, cats, hamsters, guinea pigs, ferrets, parrots, parakeets, rabbits, or other similarly sized animals determined by the Police Chief to be traditionally kept in cities as a household pet and readily available and lawful for purchase from a reputable pet store”.

Livestock

Previously Proposed: TDMC 5.16.010(C)(7). Added a definition for *livestock* to exclusively mean chickens, ducks, rabbits, and other similarly sized fur-bearing animals determined by the Police Chief as appropriate to allow in the City’s corporate limits without harm to animal or public health, safety, or welfare.

- **Changes:** Removed chickens, ducks, rabbits, and other similarly sized fur-bearing animals from the definition of *livestock*. Included *poultry* under the definition of *livestock* and added a definition for *poultry* to exclusively mean “domesticated chickens, ducks, geese, and quails.”

The term *livestock* would now exclusively mean “domesticated goats, sheep, alpacas, llamas, members of the family Equidae, and poultry, and other domesticated animals determined by the Chief of Police as appropriate to allow in the City’s corporate limits without harm to animal or public health, safety, or welfare”.

Prohibited Animal

Previously Proposed: TDMC 5.16.010(C)(9) and 5.16.020(A). Added a definition for *prohibited animal* to generally mean a species of animal not usually domesticated, regardless of comparative docility or familiarity of the individual animal with humans, including species which are wild by nature. Specifically, the term includes (without limitation): any animals considered invasive by the appropriate authority under applicable law, cows, bears, bobcats, cougars, coyotes, deer, elk, emus, exotic animals (as defined by ORS 609.305, as may be amended or superseded), foxes, goats, horses, non-permitted livestock, raccoons, roosters over the age of 6 months, sheep, squirrels, swine (other than potbellied pigs), turkeys, and wolves.

- **Changes:** Removed goats, horses, and sheep from the definition of *prohibited animal* and added ostriches and swine (including potbellied pigs).
The term *prohibited animal* would now include: “any animals considered invasive by the appropriate authority under applicable law, cows, bears, bobcats, cougars,

coyotes, deer, elk, emus, exotic animals (as defined by ORS 609.305, as may be amended or superseded), foxes, non-permitted livestock, ostriches, raccoons, roosters over the age of 6 months, squirrels, swine, turkeys, and wolves”.

Livestock Permits

Previously Proposed: TDMC 5.16.020(C). Replaced *animal* permits with *livestock* permits to clarify not all animals are eligible for permitting. Clarified that permits are required for each species of livestock (not each individual livestock). Made the Police Chief responsible for issuing permits instead of the City Clerk. Added minimum necessary substantive criteria for the issuance of permits and requires the applicant to prove:

- i. the area and/or facilities where the livestock will be kept is:
 - (a) not less than 10 feet (measured in a straight line) from any property line that borders a neighboring property having a structure used for human occupancy unless that neighboring property’s owner agrees in writing to the applicant’s keeping of livestock; and
 - (b) not less than 25 feet (measured in a straight line) from any structure used for human occupancy unless the occupant and owners of all such structures have agreed in writing to the applicant’s keeping of livestock;
- ii. the following limits are met:

| Number of Livestock | Minimum Lot Size |
|---------------------|------------------------------------|
| 1-4 | None |
| 5 | 10,000 square feet |
| 6 or more | + 1,000 square feet/each livestock |

- **Changes:** Changed the requirement to renew a livestock permit from annually to a 3-year renewal requirement. Removed the requirement that livestock must be kept not less than 10 feet (measured in a straight line) from any property line that borders a neighboring property having a structure used for human occupancy unless that neighboring property’s owner agrees in writing to the applicant’s keeping of livestock.

Changed the numbers of allowed livestock as follows:

1. For *livestock other than poultry*:

| Number of Animals | Minimum Lot Size |
|-------------------|-------------------------|
| 1 | 20,000 square feet |
| 2 or more | 20,000 square feet/each |

Added a provision allowing the offspring of permitted *livestock other than poultry* to be temporarily allowed for 6 months—once the offspring becomes

aged older than 6 months, it would need to be permitted and would be counted as contributing to the above limits.

2. For *poultry*:

| Number of Animals | Minimum Lot Size |
|-------------------|-------------------------|
| Up to 12 | None |
| 13-20 | 10,000 square feet |
| 21 or more | +1,000 square feet/each |

Added a provision for any young poultry (i.e., aged 1 year or less) to be allowed at 1.5 times the number of permitted adult poultry (rounded up to the nearest whole number).

Public Nuisance

Previously Proposed: TDMC 5.16.030(A). Expanded the types of situations giving rise to a public nuisance to include when it is shown that an animal escaped on-premises confinement at least 4 times in any 12-month period.

- **Changes:** Changed the number of times required to show that an animal escaped on-premises confinement in any 12-month period from 4 to 3 times.

Other Changes

Aside from the above Council-directed changes, the following other changes from the proposed amendments Council previously reviewed at its February 24, 2025, regular meeting are also reflected in the proposed Ordinance:

1. Added a definition for *adult* as TDMC 5.16.010(C)(1) to mean aged over 6 months for *livestock other than poultry* or aged over 1 year for *poultry*.
2. Added provisions to address *nonconformity* generally as TDMC 5.16.020(B)(2). The previously proposed amendments had a provision addressing *nonconforming animals*, but other types of nonconformity between the provisions of the current TDMC Chapter 5.16 and the proposed Ordinance may exist on a case-by-case basis. For example, this added provision allows a current animal permit holder who keeps 30 chickens now (but whose lot size would only allow 12 chickens after July 1, 2025) to keep their 30 chickens unless they start to increase the number of chickens, discontinue keeping chickens for 30 days, or their permit is revoked by the Chief of Police based on the current revocation standards.

The proposed Ordinance would become effective July 1, 2025, to align with the City's fiscal year calendar. Upon adoption, staff intends to conduct strong public outreach to ensure to the maximum extent feasible that current animal permit holders and other stakeholders are informed of any new requirements effective July 1, 2025.

BUDGET IMPLICATIONS:

Minor revenue adjustments associated with the livestock permit fee changes.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation.** *Move to adopt General Ordinance No. 25-1411, by title only, as presented.*
2. Make modifications to then move to adopt General Ordinance No. 25-1411, by title only, as amended, after reading aloud any substantive changes.
3. Decline formal action and direct staff accordingly.

GENERAL ORDINANCE NO. 25-1411

**AN ORDINANCE AMENDING
THE DALLES MUNICIPAL CODE
CHAPTER 5.16 (ANIMALS)**

WHEREAS, the City regulates the keeping of animals within the City’s corporate limits pursuant to the provisions of The Dalles Municipal Code (TDMC) Chapter 5.16 (*Animals*);

WHEREAS, TDMC Chapter 5.16 has not been materially updated since 1996 and legal sufficiency, staff administrative enhancements, and public feedback on the promotion of public and animal health, safety, and welfare inform best practices supporting the amendment of its provisions;

WHEREAS, at its February 24, 2025, meeting, the City Council discussed proposed amendments to the provisions of TDMC Chapter 5.16 as part of an involved and interactive public process; and

WHEREAS, after that discussion and the incorporation of the City Council’s direction and public input into the amendments described in this Ordinance, the City Council finds adopting the proposed amendments to TDMC Chapter 5.16 to support the City’s interests and preserve and protect the public and animal health, safety, and welfare.

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

Section 1 A redline comparison copy of the amendments implemented by this Ordinance’s **Section 2** are attached to and made part of this Ordinance as its **Exhibit 1**.

Section 2 The Dalles Municipal Code – **Title 5 (*Offenses*)**, **Chapter 5.16 (*Animals*)**, shall be revised to read:

Sections:

- 5.16.010. Purpose, Intent, and Definitions.**
- 5.16.020. Prohibited Animals, Nonconformity, and Livestock Permits.**
- 5.16.030. Animal as Public Nuisance.**
- 5.16.040. Destruction of Animals.**
- 5.16.050. Impoundment and Disposition of Animals.**
- 5.16.060. Enforcement.**
- 5.16.070. Penalties.**
- 5.16.080. Severability.**

**CHAPTER 5.16
ANIMALS**

5.16.010. Purpose, Intent, and Definitions.

A. Purpose. This Chapter's purpose is to:

1. establish certain requirements for keeping animals within the city limits and to prevent and address issues which might otherwise be associated with animals in populated areas;
2. protect the public from personal injury and property damage arising from animal conduct;
3. support responsible and humane animal ownership;
4. to abate nuisances and reduce risks from hazards; and
5. support animal and public health, safety, and welfare.

B. Intent. This Chapter's intent is not limited only to decreasing the chances of personal injury or property damage from bites or attacks but also includes:

1. minimizing opportunities for personal injuries, continuous annoyances, and property damage arising from animals biting, scratching, lunging, chasing, knocking down, kicking, running at large, and other similar conduct; and
2. supporting animal and public health, safety, and welfare by imposing reasonable requirements for keeping animals within the city limits.

C. Definitions. As used in this Chapter, except where the context indicates otherwise, the following terms (regardless of capitalization) and both their singular and plural and noun and verb forms (as applicable) mean the following:

1. "Adult" means aged over 6 months for livestock other than poultry or aged over 1 year for poultry.
2. "Animal" means any domestic or wild live vertebrate creature, excluding household pets.
3. "Animal Control Officer" means the person holding the position of Animal Control Officer within The Dalles Police Department, a City Police Officer, City reserve Police Officer, Community Service Officer, and Codes Enforcement Officer, any other person designated by applicable law, or any person with whom the City enters an agreement for the control of animals within the city limits.
4. "Chief of Police" means the person holding the position of Chief of Police of The Dalles Police Department or their designee.
5. "Continuous annoyance" means a continuous annoyance, alarm, or disturbance

lasting at least 10 minutes or in intermittent episodes spanning 10 total minutes in any 30-minute period, at any time of day, caused by repeated vocalizations, bleating, whining, howling, or other similar sounds hearable beyond the boundary of the owner's real property or vehicle.

6. "Dangerous animal" means:
 - a. any animal with a propensity, tendency, or disposition to (without provocation) attack and cause injury to or otherwise endanger the safety of humans or animals;
 - b. any animal that menaces or puts a person in reasonable fear of bodily harm; or
 - c. any animal which attacks a person, animal, or household pet 1 or more times without provocation.
7. "Household pets" exclusively means domesticated dogs, cats, hamsters, guinea pigs, ferrets, parrots, parakeets, rabbits, or other similarly sized animals determined by the Chief of Police to be traditionally kept in cities as a household pet and readily available and lawful for purchase from a reputable pet store.
8. "Livestock" exclusively means domesticated goats, sheep, alpacas, llamas, members of the family Equidae, and poultry, and other domesticated animals determined by the Chief of Police as appropriate to allow in the City's corporate limits without harm to animal or public health, safety, or welfare.
9. "Owner" means a person, firm, association, or corporation having a property right in an animal, or who harbors any animal or has one in their care, or acts as its custodian, or who knowingly permits any animal to remain on or about any premises owned or occupied by that person. "Owner" does not include the Animal Control Officer or a person or business which, on their premises, boards or grooms animals for a fee or a veterinary medical facility, humane society, or other nonprofit animal shelter temporarily maintaining animals owned by other persons for a period of not more than 30 days.
10. "Poultry" exclusively means domesticated chickens, ducks, geese, and quails.
11. "Prohibited animal" generally means a species of animal not usually domesticated, regardless of comparative docility or familiarity of the individual animal with humans, including species which are wild by nature. Specifically, and notwithstanding any other provision of this Chapter, the term includes (without limitation): any animals considered invasive by the appropriate authority under applicable law, cows, bears, bobcats, cougars, coyotes, deer, elk, emus, exotic animals (as defined by ORS 609.305, as may be amended or superseded), foxes, non-permitted livestock, ostriches, raccoons, roosters over the age of 6 months, squirrels, swine, turkeys, and wolves.
12. "Sanitary condition" means a condition of reasonably good order and cleanliness so

as to minimize the possibility of disease transmission and undue odor.

13. “Veterinary medical facility” has the meaning given that term by OAR 875-005-0005(15), as may be amended or superseded, located within the city limits.

5.16.020. Prohibited Animals, Nonconformity, and Livestock Permits.

- A. Prohibited Animals. Other than in connection with an educational presentation, temporary circus, tent show, carnival providing animal performances, or limited vegetation management (all as determined by the Chief of Police), no person shall cause or allow the keeping of prohibited animals on real property within the City’s corporate limits.

B. Nonconformity.

1. Nonconforming Animals.

- a. Defined. Any animal kept within the City’s corporate limits pursuant to an animal permit duly issued pursuant to General Ordinance No. 96-1208 prior to July 1, 2025, but that is no longer authorized by this Chapter after that date shall be considered a nonconforming animal.
- b. Nonconforming Offspring. The offspring of a nonconforming animal is not itself a nonconforming animal. The offspring of a nonconforming animal is a public nuisance subject to abatement pursuant to this Chapter.
- c. Nonconforming Animal Permits. Any person holding an animal permit duly issued pursuant to General Ordinance No. 96-1208 for a nonconforming animal prior to July 1, 2025 shall be allowed to continue causing or allowing the keeping of that specific nonconforming animal on real property within the City’s corporate limits until the earliest of the following occurrences:
 - i. The nonconforming animal deceases;
 - ii. The nonconforming animal is transferred to another person;
 - iii. The nonconforming animal is no longer located at the address the person provided the City when originally applying for their previously issued animal permit; or
 - iv. The Chief of Police revokes their animal permit duly issued pursuant to General Ordinance No. 96-1208 under the following circumstances:
 - (a) If over 50% of the total number of owners and residents of the property abutting upon the premises where the nonconforming animal or animals are kept sign and file a petition with the City Clerk requesting revocation

of the permit; or

- (b) When the owner keeps the nonconforming animal or animals in such a manner as to create a public nuisance, disturb neighborhood residents because of any noise, odor, or damage, or interfere with the adjacent owners' or residents' enjoyment of property.

2. Other Nonconformity.

- a. Generally. Aside from nonconforming animals as described in subsection A, any other nonconformity with the provisions of this Chapter, including not meeting the requirements of subsection C, that was allowed under an animal permit duly issued pursuant to General Ordinance No. 96-1208 but which is no longer permitted on July 1, 2025, shall be allowed to continue despite its nonconformity with the provisions of this Chapter unless:

- i. the nonconformity expands;

- ii. the nonconformity is discontinued for 30 days; or

- iii. the Chief of Police revokes the animal permit duly issued pursuant to General Ordinance No. 96-1208 consistent with subsection B(1)(c)(iv).

- 3. Process Following Revocation. Following the occurrence of any event listed in subsections B(1) or B(2) resulting in the Chief of Police's revocation, the person who held the animal permit duly issued pursuant to General Ordinance No. 96-1208 shall have 10 days to relocate or otherwise dispose of the nonconforming animal unless the Chief of Police or Animal Control Officer finds the nonconforming animal presents an unreasonable threat to public health, safety, or welfare, in which case such relocation shall be required effective immediately.

C. Livestock Permits.

- 1. Livestock Permits Required. No person shall cause or allow the keeping of any livestock on real property within the City's corporate limits without obtaining and maintaining a current and valid permit issued pursuant to this subsection for each species of livestock they cause or allow to be kept. Livestock permits shall be valid until June 30 on the third year after the date of issuance or until the livestock is transferred to another person or deceases (whichever earliest). To illustrate:

- a. if a person is duly issued a livestock permit on March 15, 2026, that livestock permit would expire on June 30, 2029; and

- b. if a person is duly issued a livestock permit on July 7, 2028, that livestock permit would expire on June 30, 2031.

- 2. Timing. Any person intending on causing or allowing the keeping of any livestock

shall obtain a livestock permit issued pursuant to this subsection within 30 days from the date the person becomes the owner of the livestock.

3. Livestock Permit Fee. The City Council shall by resolution determine a livestock permit fee in such amount as it finds necessary to enable the City to carry out the provisions of this Chapter.
4. Livestock Permit Requirements. The Chief of Police shall issue a livestock permit when they confirm the following requirements are satisfied:
 - a. Fee Payment. The applicant shall pay the current applicable livestock permit fee established by resolution.
 - b. Complete Application. The applicant shall fully complete and submit to the Chief of Police a livestock permit application furnished by the City and including proof the applicant meets the following minimum requirements:
 - i. the area and/or facilities where the livestock will be kept are maintained in a sanitary condition and adequately enclosed from other persons' property;
 - ii. the area and/or facilities where the livestock will be kept is not less than 25 feet (measured in a straight line) from any structure used for human occupancy unless the occupant and owners of all such structures have agreed in writing to the applicant's keeping of livestock;
 - iii. the following limits are met:
 - (a) for the keeping of livestock other than poultry:

| Number of Animals | Minimum Lot Size |
|-------------------|--------------------------|
| 1 | 20,000 square feet |
| 2 or more | +20,000 square feet/each |

- (b) for the keeping of poultry:

| Number of Animals | Minimum Lot Size |
|-------------------|-------------------------|
| Up to 12 | None |
| 13 to 20 | 10,000 square feet |
| 21 or more | +1,000 square feet/each |

- (c) The offspring of permitted livestock other than poultry do not contribute to the limits described in this subsection until they are adults. The number of any permitted young poultry shall be limited to 1.5 times the number of permitted adult poultry (rounded up to the nearest whole number).
 - iv. the area and/or facilities where the livestock will be kept do not violate any

City zoning or land use and development ordinances; and

- v. the applicant commits to keep the area and/or facilities where the livestock are kept open for inspection at reasonable times by the Animal Control Officer for compliance with this Chapter.
5. Livestock Permit Revocation. The Chief of Police may revoke a permit if they find the permittee or area and/or facilities where the permitted livestock are kept no longer complies with the issuance requirements or if they find the livestock present an unreasonable risk of danger to persons or property. Any permittee whose permit is revoked shall have 10 days to relocate or otherwise dispose of the livestock unless the Chief of Police or Animal Control Officer finds the livestock present an unreasonable threat to public health, safety, or welfare, in which case such relocation shall be required effective immediately.
6. Appeal of Revocation or Denial of Application.
- a. Process. Any person aggrieved by a decision of the City under this subsection may seek review of that decision by filing a written appeal with the Municipal Court not more than 5 days after that decision or the day they reasonably knew or should have known of that decision (whichever earliest). All appeals shall include:
 - i. the name and address of the appellant;
 - ii. the reason given by the City for its decision and the reasons the appellant believes the determination is incorrect;
 - iii. a description of the livestock being kept or desired to be kept and of the area and/or facilities for keeping the livestock; and
 - iv. a map showing the location of the area and/or facilities where the livestock will be kept and structures in relation to the appellant's property lines, abutting properties, and all structures used for human occupancy.
 - b. Hearing. The Municipal Court shall hear timely filed written appeals during the course of its regular business. The Municipal Judge shall determine the appeal on the basis of the Chief of Police's or Animal Control Officer's report, recommendation from the City Attorney if requested, appellant's written statement, and any additional evidence the Municipal Judge deems appropriate. If the Municipal Judge decides to take oral argument or evidence at the hearing, the appellant may present testimony and oral argument personally or by counsel. The rules of evidence as used by courts of law do not apply. The appellant shall have the burden of proving the error in the City's determination. The Municipal Court shall issue the Municipal Judge's written decision within 5 business days of the hearing date. The Municipal Judge's decision is final.

- c. Status of Livestock Pending Revocation Appeal. If a written appeal from a revocation is timely filed, the permittee shall be allowed to continue to keep the livestock for which the permit was obtained pending the determination of the appeal, unless the Chief of Police or Animal Control Officer finds the livestock present an unreasonable threat to public health, safety, or welfare, in which case such relocation shall be required effective immediately.

5.16.030. Animal as Public Nuisance.

A. Public Nuisance Declared. An animal is a public nuisance if it:

1. the number of animals kept on any premises is found to exceed the number allowed by this Chapter, in which case each animal on premises exceeding that number is considered a separate public nuisance;
2. bites, injures, or causes injury to a person without provocation;
3. chases vehicles or persons off premises or when it is shown that the animal escaped on-premises confinement at least 3 times in any 12-month period;
4. it is found abandoned on public property;
5. an owner fails to maintain premises in a sanitary condition to such a degree that offensive odors connected with animals can be detected from beyond the premises;
6. damages or destroys property of persons other than the animal's owner;
7. scatters garbage off premises;
8. its carcass remains on public property for more than 24 hours from the time its owner knew or should have known about its location;
9. runs at large upon public property or private property of persons other than the animal's owner;
10. disturbs any person by continuous annoyance. For purposes of determining whether an animal disturbs a person by continuous annoyance, a video and audio recording captured off premises and showcasing the animal's conduct as meeting this Chapter's definition of "continuous annoyance" shall be considered prima facie evidence of an animal as a public nuisance when the recording is submitted to the Animal Control Officer in connection with a complaint; or
11. is a dangerous animal.

B. Public Nuisance Prohibited. The owner of an animal within the City's corporate limits

shall not allow their animal to be a public nuisance.

- C. Complaints. Any person who has cause to believe an animal is being maintained as a public nuisance may complain, either orally or in writing, to the Chief of Police or Animal Control Officer and such complaining shall be considered sufficient cause for the City to investigate the matter and determine if a violation of any provision of this Chapter occurred or is occurring.
- D. Exception. An animal shall not be considered a public nuisance under this Chapter or destroyed if the animal bites a person wrongfully assaulting the animal's owner or if the animal bites a person who trespasses upon the animal owner's property.

5.16.040. Destruction of Animals.

- A. Destruction of At Large Animals. The Animal Control Officer or a person acting in self-defense or defense of others may destroy any animal running at large and which (because of its disposition or condition) is too dangerous to apprehend.
- B. Rabies Hold. Any animal impounded for biting or killing a person shall be held for not less than 10 days to determine if the animal is rabid before destruction.

5.16.050. Impoundment and Disposition of Animals.

- A. Public Nuisance Impoundment and Citation. When any animal is found to be a public nuisance under the provisions of this Chapter, the Chief of Police or Animal Control Officer may impound the animal, issue a citation to the owner, or do both.
- B. Impoundment Notice. When an animal is impounded under this Chapter, the Chief of Police or the City's contractor shall post a notice for at least 3 days on the City's website or on the contractor's website and providing a description of the animal and the time and location of the animal's impoundment. The Chief of Police shall make reasonable efforts to notify the owner during the 3-day period.
- C. Other than Dangerous Animal Impoundment. If the animal has been impounded for any reason other than being a dangerous animal, and the owner of the animal does not claim it within the time frame set forth in subsection B, the animal may be sold to another for the sum of the charges mentioned in subsection D. If no owner appears to redeem the animal within the prescribed time, or if the animal has been impounded as a public nuisance for biting, killing, or injuring a person, it shall be destroyed in a humane manner.
- D. Redemption. If the owner of an animal impounded under this Chapter desires its release, the owner shall pay an impound fee as set by City Council resolution and submit proof of a current valid livestock permit for the animal. Any owner redeeming an impounded animal shall pay, in addition to the impound fee, the total of the daily care expenses accrued during the impound period (including during any appeal) plus any other expenses incurred in the City's or City's contractor's keeping of the animal.

- E. Impoundment Appeals. Any owner aggrieved by the impounding of their animal may seek review of that impoundment by filing a written appeal with the Municipal Court not more than 3 days after impoundment. The Municipal Court shall schedule a time and place for hearing such application and notify the Chief of Police and the Municipal Judge. Following the presentation of testimony and evidence, the Municipal Judge shall determine whether the animal has been wrongfully impounded, whether it shall be returned to its owner, and upon what terms.

5.16.060. Enforcement.

- A. Enforcement. This Chapter shall be enforced by Animal Control Officer, The Dalles Police Department, the City Attorney's Office, and the Municipal Court. The Animal Control Officer may issue citations for violations of this Chapter using the Oregon Uniform Citation and Complaint cited to the Municipal Court.
- B. Interference. It is unlawful for any person to interfere in any way with the enforcement of this Chapter.
- C. Entry onto Private Land. The Animal Control Officer may enter onto private property, including any building or dwelling, at any time with permission of the property owner or occupant and in the course of the Animal Control Officer's duties to or enforcement of the provisions of this Chapter. When permission to enter is not given by the property owner or occupant, the Animal Control Officer may obtain a warrant from the Municipal Court based on probable cause that a violation of the provisions of this Chapter exists, except that a warrant is not needed in cases of emergency, exigent circumstances, or any other constitutionally authorized warrant exception.

5.16.070. Penalties.

- A. For All Violations. Any person convicted of any violation of this Chapter by the Municipal Court or any other court of competent jurisdiction shall be subject to:
1. a fine not to exceed the sum of \$1,500.00 per violation, unless a more particular penalty for conviction of a violation of a specific provision or provisions of this Chapter is included in elsewhere in this section;
 2. payment of all applicable fees imposed by Council resolution, Wasco County, any impounding humane society or other nonprofit animal shelter, or veterinary clinic connected with such violation;
 3. in the court's discretion, an order requiring restitution for damages, including injuries;
 4. in the court's discretion, removal of the relevant animal or animals from the City's corporate limits; and

5. in the court’s discretion, any other remedy within its power.

- B. Violation for Prohibited Animals. Violation of Section 5.16.020(A) is punishable, upon conviction, by a fine not to exceed \$2,500.00. The court shall order the removal of the animal or animals involved in such a violation from the City’s corporate limits unless the court finds the interests of justice or equity clearly outweigh animal or public health, safety, and welfare in the particular instance.
- C. Costs. Any person convicted of any violation of this Chapter shall, upon that conviction, owe the City full restitution for its costs associated with that person’s or animal’s conduct giving rise to the violation, including (without limitation) costs for animal impoundment and related care expenses, medical expenses, nuisance abatement, and destruction and disposal costs. Such restitution may be enforced and recovered by the City in the broadest possible way subject only to applicable law.

5.16.080. Severability.

- A. Chapter Severable. The provisions of this Chapter are severable. Any provision of this Chapter deemed invalid by a court of competent jurisdiction shall not impact any other provision.

Section 3 This Ordinance shall be effective July 1, 2025.

PASSED AND ADOPTED THIS 24TH DAY OF MARCH, 2025,

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

AND APPROVED BY THE MAYOR THIS 24TH DAY OF MARCH, 2025.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

CHAPTER 5.16 ANIMALS

5.16.010. Purpose, Intent, and Definitions.

A. Purpose. This Chapter's purpose is to:

1. establish certain requirements for keeping animals within the city limits and to prevent and address issues which might otherwise be associated with animals in populated areas;
2. protect the public from personal injury and property damage arising from animal conduct;
3. support responsible and humane animal ownership;
4. to abate nuisances and reduce risks from hazards; and
5. support animal and public health, safety, and welfare.

B. Intent. This Chapter's intent is not limited only to decreasing the chances of personal injury or property damage from bites or attacks but also includes:

1. minimizing opportunities for personal injuries, continuous annoyances, and property damage arising from animals biting, scratching, lunging, chasing, knocking down, kicking, running at large, and other similar conduct; and
2. supporting animal and public health, safety, and welfare by imposing reasonable requirements for keeping animals within the city limits.

A.C. Definitions. As used in this Chapter, except where the context indicates otherwise, the following ~~shall~~terms (regardless of capitalization) and both their singular and plural and noun and verb forms (as applicable) mean the following:

~~“Animal” means any bull, steer, cow, heifer, calf, horse, mare, gelding, colt, mule, donkey, swine, sheep, goat, or other similar animal, and any domesticated fowl. For purposes of this chapter, “animal” does not include a dog, cat, or a hamster, guinea pig, rabbit, ferret, parrot, parakeet, or other similar animal kept as a household pet.~~

~~“City” means the City of The Dalles.~~

~~“City Clerk” means the duly appointed City Clerk of the City, or authorized designee.~~

~~“City Council” means the governing body of the City.~~

1. “Adult” means aged over 6 months for livestock other than poultry or aged over 1 year for poultry.
2. “Animal” means any domestic or wild live vertebrate creature, excluding household pets.
3. “Animal Control Officer” means the person holding the position of Animal Control Officer within The Dalles Police Department, a City Police Officer, City reserve Police Officer, Community Service Officer, and Codes Enforcement Officer, any other person designated by applicable law, or any person with whom the City enters an agreement for the control of animals within the city limits.
4. “Chief of Police” means the person holding the position of Chief of Police of The Dalles Police Department or their designee.
5. “Continuous annoyance” means a continuous annoyance, alarm, or disturbance lasting at least 10 minutes or in intermittent episodes spanning 10 total minutes in any 30-minute period, at any time of day, caused by repeated vocalizations, bleating, whining, howling, or other similar sounds hearable beyond the boundary of the owner’s real property or vehicle.

~~4.6.~~ “Dangerous animal” means:

a. any animal with a propensity, tendency, or disposition to ~~attack,~~ (without provocation,) ~~attack~~ and cause injury to, or otherwise endanger the safety of humans or ~~other domestic~~ animals;

~~a.b.~~ any animal that menaces or puts a person in reasonable fear of bodily harm; or

~~b.c.~~ any animal which attacks a ~~human being or other domestic~~ person, animal ~~one,~~ or household pet 1 or more times without provocation.

~~“Domesticated fowl” means any bird that has been adapted to live with humans, or which is bred and raised for human benefit or use. For purposes of this chapter, “domesticated fowl” includes, but is not limited to, turkeys, pullets, hens, pheasants, and emus.~~

7. “Household pets” exclusively means domesticated dogs, cats, hamsters, guinea pigs, ferrets, parrots, parakeets, rabbits, or other similarly sized animals determined by the Chief of Police to be traditionally kept in cities as a household pet and readily available and lawful for purchase from a reputable pet store.

8. “Livestock” exclusively means domesticated goats, sheep, alpacas, llamas, members

of the family Equidae, and poultry, and other domesticated animals determined by the Chief of Police as appropriate to allow in the City's corporate limits without harm to animal or public health, safety, or welfare.

2.9. "Owner" means a person, firm, association, or corporation having a property right in an animal, or who harbors any animal or has one in ~~his or her~~their care, or acts as its custodian, or who knowingly permits any animal to remain on or about any premises owned or occupied by that person. "Owner" does not include the Animal Control Officer or a person or business which, on their premises, boards or grooms animals for a fee, ~~or veterinarians or a veterinary medical facility, humane society, or other nonprofit animal shelter~~ temporarily maintaining animals owned by other persons, ~~on their premises,~~ for a period of not more than 30 days.

10. "Wild Poultry" exclusively means domesticated chickens, ducks, geese, and quails.

3.11. "Prohibited animal" generally means a species of animal not usually domesticated, regardless of comparative docility or familiarity of the individual animal with ~~man~~humans, including species which are wild by nature. Specifically, and notwithstanding any other provision of this Chapter, the term includes (without limitation) the following): any animals: ~~cockerels considered invasive by the appropriate authority under applicable law, cows, bears, bobcats, cougars, coyotes, deer, elk, emus, exotic animals (as defined by ORS 609.305, as may be amended or superseded), foxes, non-permitted livestock, ostriches, raccoons, roosters, over the age of 6 months, squirrels, swine, turkeys, and~~ wolves, ~~coyotes, bobcats, bears, foxes, and cougars.~~

12. § "Sanitary condition" means a condition of reasonably good order and cleanliness so as to minimize the possibility of disease transmission and undue odor.

13. "Veterinary medical facility" has the meaning given that term by OAR 875-005-0005(15), as may be amended or superseded, located within the city limits.

5.16.020. Possession of Prohibited Animals—Permit Requirement, Nonconformity, and Livestock Permits.

A. Prohibited Animals. Other than in connection with an educational presentation, temporary circus, tent show, carnival providing animal performances, or limited vegetation management (all as determined by the Chief of Police), no person shall cause or allow the keeping of prohibited animals on real property within the City's corporate limits.

B. Nonconformity.

1. Nonconforming Animals.

a. Defined. Any animal kept within the City's corporate limits pursuant to an animal

permit duly issued pursuant to General Ordinance No. 96-1208 prior to July 1, 2025, but that is no longer authorized by this Chapter after that date shall be considered a nonconforming animal.

b. Nonconforming Offspring. The offspring of a nonconforming animal is not itself a nonconforming animal. The offspring of a nonconforming animal is a public nuisance subject to abatement pursuant to this Chapter.

c. Nonconforming Animal Permits. Any person holding an animal permit duly issued pursuant to General Ordinance No. 96-1208 for a nonconforming animal prior to July 1, 2025 shall be allowed to continue causing or allowing the keeping of that specific nonconforming animal on real property within the City's corporate limits until the earliest of the following occurrences:

i. The nonconforming animal deceases;

~~The No person shall keep any animal within the City, except when animals are being transported for commercial purposes, without first obtaining a permit from the City Clerk.~~

~~Conditions. The City Clerk shall issue permits for animals, upon payment of the required fee, as established by the Council by resolution, and receipt of a completed permit application which includes an agreement by the owner that the animal or animals will not be kept in a manner which is detrimental to the public health, safety, or welfare.~~

ii. Revocation. The City Clerk shall have authority to revoke a permit nonconforming animal is transferred to another person;

iii. The nonconforming animal is no longer located at the address the person provided the City when originally applying for their previously issued animal permit; or

~~iv.~~ The Chief of Police revokes their animal permit duly issued pursuant to General Ordinance No. 96-1208 under the following circumstances:

(a) If over 50% of the total number of owners and residents of the property abutting upon the premises where the nonconforming animal or animals are kept, sign and file a petition with the City Clerk requesting revocation of the permit; or

(b) When the owner keeps ~~an~~ the nonconforming animal or animals in such a manner as to create a public nuisance, disturb neighborhood residents because of any noise, odor, or damage, or interfere with the adjacent owners' or residents' enjoyment of property ~~of adjacent owners or residents.~~

~~Upon revocation of a permit, the owner shall be allowed seven days in which to remove the animal or animals. The owner shall have the right to appeal to the Council by filing an appeal with the City Clerk. The notice of appeal must be filed within five days after receipt of the notice of revocation sent by the City Clerk. The revocation shall be stayed pending the hearing by the Council.~~

§

2. Other Nonconformity.

a. Generally. Aside from nonconforming animals as described in subsection A, any other nonconformity with the provisions of this Chapter, including not meeting the requirements of subsection C, that was allowed under an animal permit duly issued pursuant to General Ordinance No. 96-1208 but which is no longer permitted on July 1, 2025, shall be allowed to continue despite its nonconformity with the provisions of this Chapter unless:

i. the nonconformity expands;

ii. the nonconformity is discontinued for 30 days; or

iii. the Chief of Police revokes the animal permit duly issued pursuant to General Ordinance No. 96-1208 consistent with subsection B(1)(c)(iv).

3. Process Following Revocation. Following the occurrence of any event listed in subsections B(1) or B(2) resulting in the Chief of Police's revocation, the person who held the animal permit duly issued pursuant to General Ordinance No. 96-1208 shall have 10 days to relocate or otherwise dispose of the nonconforming animal unless the Chief of Police or Animal Control Officer finds the nonconforming animal presents an unreasonable threat to public health, safety, or welfare, in which case such relocation shall be required effective immediately.

C. Livestock Permits.

1. Livestock Permits Required. No person shall cause or allow the keeping of any livestock on real property within the City's corporate limits without obtaining and maintaining a current and valid permit issued pursuant to this subsection for each species of livestock they cause or allow to be kept. Livestock permits shall be valid until June 30 on the third year after the date of issuance or until the livestock is transferred to another person or deceases (whichever earliest). To illustrate:

a. if a person is duly issued a livestock permit on March 15, 2026, that livestock permit would expire on June 30, 2029; and

b. if a person is duly issued a livestock permit on July 7, 2028, that livestock permit would expire on June 30, 2031.

2. Timing. Any person intending on causing or allowing the keeping of any livestock shall obtain a livestock permit issued pursuant to this subsection within 30 days from the date the person becomes the owner of the livestock.
3. Livestock Permit Fee. The City Council shall by resolution determine a livestock permit fee in such amount as it finds necessary to enable the City to carry out the provisions of this Chapter.
4. Livestock Permit Requirements. The Chief of Police shall issue a livestock permit when they confirm the following requirements are satisfied:
 - a. Fee Payment. The applicant shall pay the current applicable livestock permit fee established by resolution.
 - b. Complete Application. The applicant shall fully complete and submit to the Chief of Police a livestock permit application furnished by the City and including proof the applicant meets the following minimum requirements:
 - i. the area and/or facilities where the livestock will be kept are maintained in a sanitary condition and adequately enclosed from other persons' property;
 - ii. the area and/or facilities where the livestock will be kept is not less than 25 feet (measured in a straight line) from any structure used for human occupancy unless the occupant and owners of all such structures have agreed in writing to the applicant's keeping of livestock;
 - iii. the following limits are met:

(a) for the keeping of livestock other than poultry:

| <u>Number of Animals</u> | <u>Minimum Lot Size</u> |
|--------------------------|---------------------------------|
| <u>1</u> | <u>20,000 square feet</u> |
| <u>2 or more</u> | <u>+20,000 square feet/each</u> |

(b) for the keeping of poultry:

| <u>Number of Animals</u> | <u>Minimum Lot Size</u> |
|--------------------------|--------------------------------|
| <u>Up to 12</u> | <u>None</u> |
| <u>13 to 20</u> | <u>10,000 square feet</u> |
| <u>21 or more</u> | <u>+1,000 square feet/each</u> |

(c) The offspring of permitted livestock other than poultry do not contribute to the limits described in this subsection until they are adults. The number of any permitted young poultry shall be limited to 1.5 times the number of permitted adult poultry (rounded up to the nearest whole number).

- iv. the area and/or facilities where the livestock will be kept do not violate any City zoning or land use and development ordinances; and
- v. the applicant commits to keep the area and/or facilities where the livestock are kept open for inspection at reasonable times by the Animal Control Officer for compliance with this Chapter.

5. Livestock Permit Revocation. The Chief of Police may revoke a permit if they find the permittee or area and/or facilities where the permitted livestock are kept no longer complies with the issuance requirements or if they find the livestock present an unreasonable risk of danger to persons or property. Any permittee whose permit is revoked shall have 10 days to relocate or otherwise dispose of the livestock unless the Chief of Police or Animal Control Officer finds the livestock present an unreasonable threat to public health, safety, or welfare, in which case such relocation shall be required effective immediately.

6. Appeal of Revocation or Denial of Application.

- a. Process. Any person aggrieved by a decision of the City under this subsection may seek review of that decision by filing a written appeal with the Municipal Court not more than 5 days after that decision or the day they reasonably knew or should have known of that decision (whichever earliest). All appeals shall include:
 - i. the name and address of the appellant;
 - ii. the reason given by the City for its decision and the reasons the appellant believes the determination is incorrect;
 - iii. a description of the livestock being kept or desired to be kept and of the area and/or facilities for keeping the livestock; and
 - iv. a map showing the location of the area and/or facilities where the livestock will be kept and structures in relation to the appellant's property lines, abutting properties, and all structures used for human occupancy.
- b. Hearing. The Municipal Court shall hear timely filed written appeals during the course of its regular business. The Municipal Judge shall determine the appeal on the basis of the Chief of Police's or Animal Control Officer's report, recommendation from the City Attorney if requested, appellant's written statement, and any additional evidence the Municipal Judge deems appropriate. If the Municipal Judge decides to take oral argument or evidence at the hearing, the appellant may present testimony and oral argument personally or by counsel. The rules of evidence as used by courts of law do not apply. The appellant shall have the burden of proving the error in the City's determination. The Municipal Court

shall issue the Municipal Judge's written decision within 5 business days of the hearing date. The Municipal Judge's decision is final.

- c. Status of Livestock Pending Revocation Appeal. If a written appeal from a revocation is timely filed, the permittee shall be allowed to continue to keep the livestock for which the permit was obtained pending the determination of the appeal, unless the Chief of Police or Animal Control Officer finds the livestock present an unreasonable threat to public health, safety, or welfare, in which case such relocation shall be required effective immediately.

5.16.030. ~~Animals~~ Animal as a Public Nuisance—.

Public Nuisance ~~Prohibited—Complaint.~~

A. Declared. An animal is a public nuisance if it:

1. the number of animals kept on any premises is found to exceed the number allowed by this Chapter, in which case each animal on premises exceeding that number is considered a separate public nuisance;
- ~~1.2.~~ bites, injures, or causes injury to a person ~~or other domesticated animal~~ without provocation;
- ~~2.3.~~ chases vehicles or persons ~~off premises or when it is shown that the animal escaped on-premises confinement at least 3 times in any 12-month period;~~
4. it is found abandoned on public property;
5. an owner fails to maintain premises in a sanitary condition to such a degree that offensive odors connected with animals can be detected from beyond the premises;
- ~~3.6.~~ damages or destroys property of persons other than the animal's ~~owner-of the animal;~~
- ~~4.7.~~ scatters garbage off premises;
8. its carcass remains on public property for more than 24 hours from the time its owner knew or should have known about its location;
- ~~5.9.~~ runs at large upon public property or ~~private property of persons other than the animal's owner-of the animal;~~
- ~~Disturbs any person by frequent or prolonged noises;~~
- ~~Is a female in heat and running at large; or~~
10. disturbs any person by continuous annoyance. For purposes of determining whether

an animal disturbs a person by continuous annoyance, a video and audio recording captured off premises and showcasing the animal's conduct as meeting this Chapter's definition of "continuous annoyance" shall be considered prima facie evidence of an animal as a public nuisance when the recording is submitted to the Animal Control Officer in connection with a complaint; or

6.11. is a dangerous animal.

- B. Public Nuisance Prohibited. The owner ~~or keeper~~ of an animal ~~in~~within the ~~City~~City's corporate limits shall not allow ~~his or her~~their animal to be a public nuisance.
- C. Complaints. Any person who has cause to believe an animal is being maintained as a public nuisance may complain, either orally or in writing, to the Chief of Police or ~~authorized designee.~~ The Animal Control Officer and such complaining shall be considered sufficient cause for the City to investigate the matter and determine if ~~the owner or keeper~~ a violation of the animal has violated the provisionsany provision of this Chapter occurred or is occurring.
- D. Exception. An animal shall not be considered a public nuisance under this Chapter or destroyed if the animal bites a person wrongfully assaulting the ~~animal's~~animal's owner, or if the animal bites a person who trespasses upon the animal ~~owner's~~owner's property.

§ 5.16.040. Wild Destruction of Animals.

- A. ~~Except as provided in subsection A of this section, no person shall keep in captivity within the City limits a wild animal.~~ Destruction of At Large Animals. The Animal Control Officer or a person acting in self-defense or defense of others may destroy any animal running at large and which (because of its disposition or condition) is too dangerous to apprehend.
- B. Rabies Hold. Any animal impounded for biting or killing a person shall be held for not less than 10 days to determine if the animal is rabid before destruction.

~~The provisions of this section do not apply to the owners of a circus, tent show, or carnival which is providing performances within the City limits.~~

§ 5.16.050. Impoundment and Disposition of Animals.

- A. Public Nuisance Impoundment and Citation. When any animal is found to be a public nuisance under the provisions of this Chapter, the Chief of Police or ~~authorized designee~~ Animal Control Officer may impound the animal, issue a citation to the owner, or do both.
- B. Impoundment Notice. When an animal is impounded under this Chapter, the Chief of

Police or the City's contractor shall post, ~~at a visible location at the City Hall,~~ a notice ~~giving~~ for at least 3 days on the City's website or on the contractor's website and ~~providing~~ a description of the animal, and the time and location of the ~~animal's~~ animal's impoundment. The ~~notice~~ Chief of Police shall ~~be posted for three days.~~ make reasonable efforts ~~shall be made~~ to notify the owner during the ~~three~~ 3-day period.

- C. Other than Dangerous Animal Impoundment. If the animal has been impounded for any reason other than being a dangerous animal, and the owner of the animal does not claim it within the time frame set forth in subsection B ~~of this section,~~ the animal may be sold to another for the sum of the charges mentioned in ~~Section 5.16.070~~ subsection D. If no owner appears to redeem the animal within the prescribed time, or if the animal has been impounded as a public nuisance for biting, killing, or injuring a person, it shall be destroyed in a humane manner.

~~Any animal impounded for biting or killing a person shall be held for not less than 10 days before destruction to determine if the animal is rabid.~~

~~Any animal running at large, which because of its disposition or diseased condition is too dangerous to apprehend, may be destroyed by a peace officer, animal control officer, or by a person acting in defense of him or herself, his or her family, or another person.~~

~~§ 5.16.060. Release of Impounded Animals.~~

~~When otherwise permitted by the terms of this chapter, if no permit has been issued as required by City ordinance, the animal may be released to the owner or a person purchasing the animal under Section 5.16.050(C) upon submission of proof that a permit has been obtained.~~

~~§ 5.16.070. Redemption.~~

- D. ~~Should~~ If the owner of an animal impounded under this Chapter ~~desires~~ desires its release, the owner shall pay an impound fee as set by City Council resolution and submit proof of a current valid livestock permit for the animal. Any owner redeeming an impounded animal shall pay, in addition to the impound fee, the total of the daily care expenses accrued during the impound period (including during any appeal) plus any other expenses incurred in the City's or City's contractor's keeping of the animal.

~~§ 5.16.080. Penalties.~~

Impoundment

~~Violation of any provision of this chapter is punishable, upon conviction in the municipal court, by a fine not to exceed \$1,250.00.~~

- E. ~~§ 5.16.090.~~ Appeals. Any ~~animal~~ owner aggrieved by the ~~seizure and~~ impounding of ~~his or her~~their animal, may ~~apply to the City Manager for the release of such animal, provided such appeal is filed within three days of the date of the seizure and seek review of that impoundment. by filing a written appeal with the Municipal Court not more than 3 days after impoundment.~~ The ~~City Manager~~Municipal Court shall schedule a time and place for hearing such application and notify the Chief of Police and the ~~Council~~Municipal Judge. Following the presentation of testimony and evidence, the ~~Council~~Municipal Judge shall determine whether the animal has been wrongfully impounded ~~and~~, whether it shall be returned to its owner, and upon what terms.

§ 5.16.100. Severability**060. Enforcement.**

- A. ~~If any part or section~~Enforcement. This Chapter shall be enforced by Animal Control Officer, The Dalles Police Department, the City Attorney's Office, and the Municipal Court. The Animal Control Officer may issue citations for violations of this Chapter ~~is declared by the courts using the Oregon Uniform Citation and Complaint cited to be unconstitutional, or in violation of the Municipal Court.~~
- B. Interference. It is unlawful for any person to interfere in any way with the enforcement of this Chapter.
- C. Entry onto Private Land. The Animal Control Officer may enter onto private property, including any building or dwelling, at any time with permission of the property owner or occupant and in the course of the Animal Control Officer's duties to or enforcement of the provisions of the City Charter, or in this Chapter. When permission to enter is not given by the property owner or occupant, the Animal Control Officer may obtain a warrant from the Municipal Court based on probable cause that a violation of the provisions of this Chapter exists, except that a warrant is not needed in cases of emergency, exigent circumstances, or any other constitutionally authorized warrant exception.

5.16.070. Penalties.

- A. For All Violations. Any person convicted of any violation of ~~any state law, or invalid for any other reason, such declaration shall not affect the validity of~~this Chapter by the Municipal Court or any other court of competent jurisdiction shall be subject to:
1. a fine not to exceed the sum of \$1,500.00 per violation, unless a more particular penalty for conviction of a violation of a specific provision or provisions of this Chapter is included in elsewhere in this section;
 2. payment of all applicable fees imposed by Council resolution, Wasco County, any

impounding humane society or other nonprofit animal shelter, or veterinary clinic connected with such violation;

3. in the court's discretion, an order requiring restitution for damages, including injuries;

4. in the court's discretion, removal of the relevant animal or animals from the City's corporate limits; and

5. in the court's discretion, any other remedy within its power.

B. ~~Violation portion or section of this chapter for~~ Prohibited Animals. Violation of Section 5.16.020(A) is punishable, upon conviction, by a fine not to exceed \$2,500.00. The court shall order the removal of the animal or animals involved in such a violation from the City's corporate limits unless the court finds the interests of justice or equity clearly outweigh animal or public health, safety, and welfare in the particular instance.

C. Costs. Any person convicted of any violation of this Chapter shall, upon that conviction, owe the City full restitution for its costs associated with that person's or animal's conduct giving rise to the violation, including (without limitation) costs for animal impoundment and related care expenses, medical expenses, nuisance abatement, and destruction and disposal costs. Such restitution may be enforced and recovered by the City in the broadest possible way subject only to applicable law.

5.16.080. Severability.

A. Chapter Severable. The provisions of this Chapter are severable. Any provision of this Chapter deemed invalid by a court of competent jurisdiction shall not impact any other provision.



AGENDA STAFF REPORT

AGENDA LOCATION: Item #10B

MEETING DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Authorizing the City Manager to enter Intergovernmental Funding Agreements with Wasco County and Northern Wasco County Parks and Recreation District

BACKGROUND: At its November 25, 2024, regular meeting, Council adopted General Ordinance No. 24-1408 (**Ordinance**) to amend TDMC Chapter 8.04 (*Transient Lodging Tax*) based on Council's visioning statement on tourism in our community, operational and incorporating needed changes and updates for administrative and legal sufficiency and best practices aligned with guidance from the League of Oregon Cities.

A key focus of that review was the removal of outdated project- and entity-specific mandatory allocations of the City's collected transient lodging tax (TLT) funds, including removing the direct allocation annually of the City's collected TLT to Northern Wasco County Parks and Recreation District (**District**) for general operating purposes—that change was aimed to maximize the City's TLT spending flexibility, better align with the City's standard annual budget practices, and ensure compliance with Oregon law on the use of TLT revenues.

According to City records and the District's input during public discussions at Council meetings leading up to the Ordinance's adoption, it seems the City included that direct allocation of its collected TLT to the District in 2002 in an effort to address concerns the District's revenue would not be able to accommodate adequate irrigation of its parks throughout the community. Leading up to those public discussions, Wasco County (**County**) submitted to the City a request for financial support associated with the County's ownership of and recent assumption of maintenance and operation expenses for Kramer Fields.

To address both the dynamic and ongoing community interest in adequately watered community parks and the City’s interest in responsible and flexible use of its collected TLT, staff proposed and Council supported the concept of entering Intergovernmental Funding Agreements (IFAs) to cover the costs of water service provided by the City’s water utility to the District’s parks (\$152,000) and County’s Kramer Fields (\$40,000)—those proposed agreements provide City funding in amounts reflective of each entity’s budgeted water costs in their respective FY24/25 adopted budgets and include provisions for automatic funding adjustments based on future City water rate changes. Council underscored the importance of structuring the IFAs as long-term commitments supporting the provision of recreation and open space, which was one of the 2040 Vision Action Plan’s top priorities.

Staff emphasizes to Council that many organizations in our community have water bills and direct support by the City through these proposed IFAs may prompt future similar requests from other entities. Furthermore, Staff notes that 3 additional funding requests (from the District, County, and The Dalles Little League) related to park facilities and activities have been submitted through the City’s Funding Request for Local Nonprofits and Agencies Program—that application process opened in October 2024 and closed January 31, 2025. The City Manager reviews the applications and makes funding recommendations to Council during the budget process.

Staff shared draft IFAs with the County Administrator and the District’s Executive Director on November 5, 2024, and their feedback has been incorporated into the final proposed IFAs for Council’s consideration tonight.

BUDGET IMPLICATIONS: Funding for these proposed IFAs (including future funding adjustments based on changes to the City’s water service rates and financial needs) would be from the City’s General Fund. While a portion of the City’s collected TLT funds are earmarked for certain tourism expenses consistent with Oregon law, covering park-watering expenses is not currently classified as such an eligible use of those funds—with that said, Oregon law on this matter is dynamic and the Oregon Legislature is currently considering amending related statutes in ways potentially impacting the eligibility of such expenses in the future. The City Manager and City Attorney have been and will continue to closely monitor possible changes in the applicable statutory framework and are committed to keeping Council timely apprised of legislative and judicial developments impacting the possible expenditure of the City’s collected TLT.

COUNCIL ALTERNATIVES:

1. **Staff Recommendation:** *Move to authorize the City Manager to enter the IFA with Wasco County and the IFA with the Northern Wasco County Parks and Recreation District, as presented.*
2. Make modifications to then move to authorize the City Manager to enter the IFA with Wasco County and the IFA with the Northern Wasco County Parks and Recreation District, as amended.
3. Decline formal action and direct Staff accordingly.

INTERGOVERNMENTAL FUNDING AGREEMENT

This INTERGOVERNMENTAL FUNDING AGREEMENT (**Agreement**) is entered by the *City of The Dalles* (**City**), an Oregon municipal corporation, and *Wasco County* (**County**), an Oregon political subdivision, for the City's agreement to cover County's water costs for Kramer Fields, a park located within the City's corporate limits.

WHEREAS, ORS 190.007 declares intergovernmental cooperation a matter of statewide concern in the interests of furthering economy and efficiency in local government;

WHEREAS, ORS 190.010 authorizes the Parties to enter this Agreement;

WHEREAS, the City operates a water utility pursuant to the provisions of The Dalles Municipal Code (**TDMC**) Chapter 3.04 (*Water Service*);

WHEREAS, County owns and operates Kramer Fields, a park located within the City's corporate limits and currently served with water from the City's water utility;

WHEREAS, County has requested the City's assistance with covering certain costs connected with the Park's use of City-supplied water; and

WHEREAS, the Parties now intend this Agreement to formalize and qualify the City's commitment to covering County's Park's water costs as provided herein.

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

1. APPLICABILITY.

- A. Park. As used in this Agreement, the Parties agree the term **Park** means County's Kramer Fields, depicted in Assessor's Map No. 2N 13E 33 C as Tax Lot 1700.
- B. Utility Accounts. The City's obligations under this Agreement are exclusively limited to County's costs connected with the water utility accounts (**Costs**) described in the list attached to and made part of this Agreement as its **Exhibit A**.

2. TERM AND TERMINATION.

- A. Term. The Parties agree this Agreement's term commences upon its mutual execution and expires on its fifteenth anniversary unless sooner terminated; provided, however, the Parties further agree either Party may (upon 30 days' advance notice to the other prior to the expiration of each 5-year period from the effective date) open this Agreement to negotiate its provisions. If a good faith negotiation fails and the Parties are unable to agree to new provisions within 90 days from the date of the notice described in this **Section 2(A)** (or other mutually agreed timeframe), the Parties agree the provisions of this Agreement will endure until the next expiration of each 5-year period or (at most) this Agreement's fifteenth anniversary.

B. Termination. The Parties agree this Agreement may be terminated at any time by mutual written agreement, County may terminate this Agreement at any time upon 30 days' notice of termination to the City, and the City may terminate this Agreement consistent with **Section 9**.

- 3. FUNDS AUTHORIZED.** The Parties recognize County budgeted \$40,000.00 in its Kramer Operations utilities line item for the fiscal year ending June 30, 2025; accordingly, the City agrees to cover County's Park's actual Costs from the City's utility service in an amount not to exceed **\$40,000.00** in any given fiscal year during this Agreement's term (**Funds** or **Funding**) subject to this Agreement's qualifying terms and conditions; provided, however, the total amount available to cover Costs may be adjusted by mutual written agreement commensurate with any associated adjustments to the City's water billing rates. In all events, the Parties expressly agree the City's Funding obligations under this Agreement are contingent on Fund availability through the City's budget process and subject to all applicable federal, Oregon, and local laws regarding the governance of such monies.
- 4. INTERFUND TRANSFER.** The City agrees to timely transfer any Funds authorized by this Agreement from its General Fund to the appropriate Public Works fund (as determined in the City's sole discretion) to cover County's Costs.
- 5. MONTHLY INVOICING.** The City agrees to provide County monthly invoices showing the Parks' utility usage at the same time and in the same manner as all other City utility accounts; provided, however, the City agrees to include a notation on approved invoices indicating the owed amount has been paid in full. The City agrees to provide County an accounting of County's meters described in **Section 1(B)** upon request but no more frequently than monthly. The Parties agree to proceed in good faith in all dealings and negotiated resolutions connected with this Agreement.

6. COUNTY OBLIGATIONS.

- A. Efficiency.** County agrees to employ reasonable care and implement industry-accepted best practices and devices to optimize its Parks' efficient use of City utility resources to the maximum degree commercially feasible.
- B. Conservation.** County agrees to employ reasonable care and implement industry-accepted best practices and devices connected with its Parks' conservation of City utility resources to the maximum degree commercially feasible.
- C. Notice.** If County discovers a utility leak at its Park that cannot be repaired within 1 business day, County agrees to notice the City's Public Works Department of any such utility leak within 1 business day of County's discovery. The Parties agree the City has no maintenance responsibilities with respect to any laterals at County's Park.



D. Compliance. County agrees to comply with all applicable provisions of The Dalles Municipal Code, as may be amended or superseded.

7. **ANNUAL REPORTING**. County agrees to submit to the City Manager an annual report on its Parks' utility use (by each January 31 during this Agreement's term) and showing relevant usage trends and the impacts of any County-implemented efficiency or conservation efforts.

8. **RECORDS**.

A. Access. County agrees the duly authorized representatives of the City may, with respect to those pertinent to this Agreement:

- (1) access County's financial records and other books, documents, papers, plans, records of shipments, and payments and writings (whether in paper, electronic, or other form);
- (2) perform examinations and audits; and
- (3) make excerpts, transcripts, and copies.

B. Retention. County agrees to retain and keep accessible all books, documents, papers, plans, records, and writings (with respect to those pertinent to this Agreement or the Funds) for a minimum of 6 years (or such longer period required by applicable law) following the later of:

- (1) this Agreement's termination or expiration; or
- (2) the conclusion date of any audit, controversy, or litigation arising from this Agreement.

9. **DEFAULT**.

A. Acts. County agrees it will be in default of this Agreement upon the occurrence of any of the following events:

- (1) County fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement or applicable law;
- (2) Any representation, warranty, or statement made by County in this Agreement or in any documents or reports relied upon by the City to monitor this Agreement's implementation or County's performance is untrue in any material respect at the time it was made;



- (3) County **(a)** applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial portion of its property, **(b)** admits in writing its inability, or is generally unable, to pay its debts as they become due, **(c)** makes a general assignment for the benefit of its creditors, **(d)** commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), **(e)** files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, **(f)** fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or **(g)** takes any action for the purpose of effecting any of the foregoing listed in this **Section 9(A)(3)**; or
- (4) A proceeding or case is commenced, without County's application or consent, in any court of competent jurisdiction, seeking **(a)** County's liquidation, dissolution or winding-up, or the composition or readjustment of debts, **(b)** the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or **(c)** similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing listed in this **Section 9(A)(4)** is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against County is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

B. Remedies. Upon the occurrence of County's default under **Sections 9(A)(2), (3), or (4)**, or if County's default under **Section 9(A)(1)** is not cured within 21 calendar days of the City's written notice (or such longer periods the City may authorize in its sole discretion), the City may pursue any remedies available under this Agreement, at law, or in equity; specifically, and without limitation, such remedies include City's termination of this Agreement.

10. GENERAL PROVISIONS.

- A. Indemnification.** In accordance with the Oregon Tort Claims Act and Oregon constitution, County agrees to indemnify, defend, and hold harmless the City (including its officers, employees, and agents) from all claims, suits, actions, losses, damages, liabilities, costs, and expenses (of any nature) resulting from, arising out of, or relating to County's (including its officers', employees', agents', and subcontractors') activities under this Agreement.
- B. Independent Contractor.** The Parties agree and acknowledge their relationship is that of independent contracting parties and County is not an officer, employee, or agent of the City (as those terms are used in ORS 30.625 or otherwise).



- C. Survival. The Parties agree the provisions of this Agreement that, by their sense and purpose, should survive its expiration or termination will so survive.
- D. Amendment. The Parties agree they may make modifications to this Agreement at any time by mutual written agreement.
- E. Governing Law and Venue. The Parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and the exclusive venue for all actions relating to this Agreement shall be in the Circuit Court of the State of Oregon for Wasco County.
- F. No Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of that Party's rights or deprive that Party of the right to thereafter insist upon strict adherence to that or any other provision of this Agreement.
- G. Assignment. The Parties agree County shall not assign or transfer any interest in this Agreement without the City's prior written consent and any such assignment or transfer (if approved) is subject to such conditions and provisions the City may deem necessary. County further agrees no City approval of any assignment or transfer shall be deemed to create any obligation of the City in addition to those set forth in this Agreement nor will the City's approval of any assignment or transfer relieve County of any of its duties or obligations under this Agreement. The Parties agree this Agreement binds and benefits the Parties and their respective and permitted successors, agents, and assigns.
- H. Integration. The Parties agree this Agreement represents their full and final understanding and supersedes all prior or contemporaneous negotiations and agreements between them.
- I. Severability. The Parties agree any provision of this Agreement deemed illegal or unenforceable is severed from this Agreement and the other provisions remain in full force and effect.
- J. 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.



- K. Notices. The Parties agree all notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

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

To County: Administrative Officer
Wasco County
511 Washington Street, Suite 101
The Dalles, OR 97058

IN WITNESS WHEREOF, the Parties have duly executed this **INTERGOVERNMENTAL FUNDING AGREEMENT** this ____ day of _____, 2025.

CITY OF THE DALLES

WASCO COUNTY

Matthew B. Klebes, City Manager

Tyler Stone, Administrative Officer

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Approved as to form:

Jonathan M. Kara, City Attorney

Kristen A. Campbell, County Counsel



| EXHIBIT A | |
|------------------------------------|----------------|
| <i>Intergovernmental Agreement</i> | |
| Park | Account Number |
| Kramer Irrigation | 9195.01 |
| | 9197.01 |
| | 9201.01 |

INTERGOVERNMENTAL FUNDING AGREEMENT

This INTERGOVERNMENTAL FUNDING AGREEMENT (**Agreement**) is entered by the *City of The Dalles (City)*, an Oregon municipal corporation, and *Northern Wasco District Parks and Recreation District (District)*, a park and recreation district duly formed and operating under the provisions of ORS Chapter 266, for the City's agreement to cover District's water costs for those certain parks located within the City's corporate limits.

WHEREAS, ORS 190.007 declares intergovernmental cooperation a matter of statewide concern in the interests of furthering economy and efficiency in local government;

WHEREAS, ORS 190.010 authorizes the Parties to enter this Agreement;

WHEREAS, the City operates a water utility pursuant to the provisions of The Dalles Municipal Code (**TDMC**) Chapter 3.04 (*Water Service*);

WHEREAS, District operates and maintains 8 parks located within the City's corporate limits and currently served with water from the City's water utility;

WHEREAS, since July 1, 2002, the City has *inter alia* covered District's parks' water costs by providing District a portion of the City's collected transient room tax pursuant to TDMC 8.04.030;

WHEREAS, on November 25, 2024 the City Council amended TDMC 8.04.030 to remove that entity-specific provision in alignment with best practices and in an effort to enhance the City's spending flexibility to the maximum extent feasible; and

WHEREAS, the Parties now intend this Agreement to formalize and qualify the City's commitment to covering District's parks' water costs as provided herein.

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

1. APPLICABILITY.

- A. Parks.** As used in this Agreement, the Parties agree the term **Parks** means District's 9 community parks located wholly within the City's corporate limits as follows:

| | |
|--------------------------------------------------------|---------------------------------------------------|
| <i>City Park</i> | <i>Kiwanis Park at Klindt's Cove(Pocket Park)</i> |
| <i>Thompson Park</i> | <i>Firehouse Park</i> |
| <i>Riverfront Park</i> | <i>The Dalles Skate Park</i> |
| <i>Howe Park</i> | <i>Sorosis Park</i> |
| <i>Maintenance Yard at 15th and Liberty</i> | |

- B. Utility Accounts.** The City's obligations under this Agreement are exclusively limited to District's costs connected with the water utility accounts (**Costs**) described in the list attached to and made part of this Agreement as its **Exhibit A**.

2. **TERM AND TERMINATION.**

- A. **Term.** The Parties agree this Agreement's term commences upon its mutual execution and expires on its fifteenth anniversary unless sooner terminated; provided, however, the Parties further agree either Party may (upon 30 days' advance notice to the other prior to the expiration of each 5-year period from the effective date) open this Agreement to negotiate its provisions. If a good faith negotiation fails and the Parties are unable to agree to new provisions within 90 days from the date of the notice described in this **Section 2(A)** (or other mutually agreed timeframe), the Parties agree the provisions of this Agreement will endure until the next expiration of each 5-year period or (at most) this Agreement's fifteenth anniversary.
- B. **Termination.** The Parties agree this Agreement may be terminated at any time by mutual written agreement, District may terminate this Agreement at any time upon 30 days' notice of termination to the City, and the City may terminate this Agreement consistent with **Section 9**.

3. **FUNDS AUTHORIZED.** The Parties recognize District budgeted \$152,000.00 in its utility line item for the fiscal year ending June 30, 2025; accordingly, the City agrees to cover District's Parks' actual Costs from the City's utility service in an amount not to exceed **\$152,000.00** in any given fiscal year during this Agreement's term (**Funds or Funding**) subject to this Agreement's qualifying terms and conditions; provided, however, the total amount available to cover Costs may be adjusted by mutual written agreement commensurate with any associated adjustments to the City's water billing rates. In all events, the Parties expressly agree the City's Funding obligations under this Agreement are contingent on Fund availability through the City's budget process and subject to all applicable federal, Oregon, and local laws regarding the governance of such monies.
4. **INTERFUND TRANSFER.** The City agrees to timely transfer any Funds authorized by this Agreement from its General Fund to the appropriate Public Works fund (as determined in the City's sole discretion) to cover District's Costs.
5. **MONTHLY INVOICING.** The City agrees to provide District monthly invoices showing the Parks' utility usage at the same time and in the same manner as all other City utility accounts; provided, however, the City agrees to include a notation on approved invoices indicating the owed amount has been paid in full. The City agrees to provide District an accounting of District's meters described in **Section 1(B)** upon request but no more frequently than monthly. The Parties agree to proceed in good faith in all dealings and negotiated resolutions connected with this Agreement.



6. DISTRICT OBLIGATIONS.

- A. Efficiency.** District agrees to employ reasonable care and implement industry-accepted best practices and devices to optimize its Parks' efficient use of City utility resources to the maximum degree commercially feasible.
- B. Conservation.** District agrees to employ reasonable care and implement industry-accepted best practices and devices connected with its Parks' conservation of City utility resources to the maximum degree commercially feasible.
- C. Notice.** If District discovers a utility leak at its Parks that cannot be repaired within 1 business day, District agrees to notice the City's Public Works Department of any such utility leak within 1 business day of District's discovery. The Parties agree the City has no maintenance responsibilities with respect to any laterals at District's Parks.
- D. Compliance.** District agrees to comply with all applicable provisions of The Dalles Municipal Code, as may be amended or superseded.

7. ANNUAL REPORTING. District agrees to submit to the City Manager an annual report on its Parks' utility use (by each January 31 during this Agreement's term) and showing relevant usage trends and the impacts of any District-implemented efficiency or conservation efforts.

8. RECORDS.

- A. Access.** District agrees the duly authorized representatives of the City may, with respect to those pertinent to this Agreement:
 - (1) access District's financial records and other books, documents, papers, plans, records of shipments, and payments and writings (whether in paper, electronic, or other form);
 - (2) perform examinations and audits; and
 - (3) make excerpts, transcripts, and copies.
- B. Retention.** District agrees to retain and keep accessible all books, documents, papers, plans, records, and writings (with respect to those pertinent to this Agreement or the Funds) for a minimum of 6 years (or such longer period required by applicable law) following the later of:
 - (1) this Agreement's termination or expiration; or



- (2) the conclusion date of any audit, controversy, or litigation arising from this Agreement.

9. **DEFAULT.**

A. Acts. District agrees it will be in default of this Agreement upon the occurrence of any of the following events:

- (1) District fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement or applicable law;
- (2) Any representation, warranty, or statement made by District in this Agreement or in any documents or reports relied upon by the City to monitor this Agreement's implementation or District's performance is untrue in any material respect at the time it was made;
- (3) District **(a)** applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial portion of its property, **(b)** admits in writing its inability, or is generally unable, to pay its debts as they become due, **(c)** makes a general assignment for the benefit of its creditors, **(d)** commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), **(e)** files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, **(f)** fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or **(g)** takes any action for the purpose of effecting any of the foregoing listed in this **Section 9(A)(3)**; or
- (4) A proceeding or case is commenced, without District's application or consent, in any court of competent jurisdiction, seeking **(a)** District's liquidation, dissolution or winding-up, or the composition or readjustment of debts, **(b)** the appointment of a trustee, receiver, custodian, liquidator, or the like of District or of all or any substantial part of its assets, or **(c)** similar relief in respect to District under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing listed in this **Section 9(A)(4)** is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against District is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

B. Remedies. Upon the occurrence of District's default under **Sections 9(A)(2), (3), or (4)**, or if District's default under **Section 9(A)(1)** is not cured within 21 calendar days of the City's written notice (or such longer periods the City may authorize in its sole discretion), the City may pursue any remedies available under this Agreement, at



law, or in equity; specifically, and without limitation, such remedies include City's termination of this Agreement.

10. GENERAL PROVISIONS.

- A. Indemnification.** In accordance with the Oregon Tort Claims Act and Oregon constitution, District agrees to indemnify, defend, and hold harmless the City (including its officers, employees, and agents) from all claims, suits, actions, losses, damages, liabilities, costs, and expenses (of any nature) resulting from, arising out of, or relating to District's (including its officers', employees', agents', and subcontractors') activities under this Agreement.
- B. Independent Contractor.** The Parties agree and acknowledge their relationship is that of independent contracting parties and District is not an officer, employee, or agent of the City (as those terms are used in ORS 30.625 or otherwise).
- C. Survival.** The Parties agree the provisions of this Agreement that, by their sense and purpose, should survive its expiration or termination will so survive.
- D. Amendment.** The Parties agree they may make modifications to this Agreement at any time by mutual written agreement.
- E. Governing Law and Venue.** The Parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and the exclusive venue for all actions relating to this Agreement shall be in the Circuit Court of the State of Oregon for Wasco District.
- F. No Waiver.** The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of that Party's rights or deprive that Party of the right to thereafter insist upon strict adherence to that or any other provision of this Agreement.
- G. Assignment.** The Parties agree District shall not assign or transfer any interest in this Agreement without the City's prior written consent and any such assignment or transfer (if approved) is subject to such conditions and provisions the City may deem necessary. District further agrees no City approval of any assignment or transfer shall be deemed to create any obligation of the City in addition to those set forth in this Agreement nor will the City's approval of any assignment or transfer relieve District of any of its duties or obligations under this Agreement. The Parties agree this Agreement binds and benefits the Parties and their respective and permitted successors, agents, and assigns.
- H. Integration.** The Parties agree this Agreement represents their full and final understanding and supersedes all prior or contemporaneous negotiations and agreements between them.



- I. Severability. The Parties agree any provision of this Agreement deemed illegal or unenforceable is severed from this Agreement and the other provisions remain in full force and effect.
- J. 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.



- K. Notices. The Parties agree all notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

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

To District: Executive Director
Northern Wasco County Parks and Recreation District
602 West 2nd Street
The Dalles, OR 97058

IN WITNESS WHEREOF, the Parties have duly executed this **INTERGOVERNMENTAL FUNDING AGREEMENT** this ____ day of _____, 2025.

CITY OF THE DALLES

**NORTHERN WASCO COUNTY
PARKS AND RECREATION DISTRICT**

Matthew B. Klebes, City Manager

Scott Baker, Executive Director

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Approved as to form:

Jonathan M. Kara, City Attorney

Andrew J. Myers, Attorney for District



| EXHIBIT A | |
|----------------------------------------------|-----------------------|
| <i>Intergovernmental Funding Agreement</i> | |
| Park | Account Number |
| Sorosio Irrigation | 9121.02 |
| | 9123.01 |
| | 9125.02 |
| | 9127.01 |
| City Park Irrigation | 7917.02 |
| Riverfront Irrigation | 7171.02 |
| 525 Wasco Dr Firehouse Park Irrigation | 11333.03 |
| Howe Park Irrigation | 9083.02 |
| Thompson Park Pool | 7209.01 |
| Pocket Park at Klindt's Cove | 13249.01 |
| Maintenance Yard at 15th and Liberty | 11579.01 |



AGENDA STAFF REPORT

AGENDA LOCATION: Item #11A

MEETING DATE: March 24, 2025

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Consideration of Fireworks Regulations

BACKGROUND: At Council's February 10, 2025, regular meeting, the City Manager prompted Council's input on the consideration of fireworks regulations consistent with Council's 2024 request—in 2024, Council agreed to start fireworks discussions earlier in the year to better align with the fireworks sales permit application process.

The City has historically addressed fireworks regulations on an annual basis (often when fire danger levels are elevated) and typically through temporary emergency resolutions or ordinances. The City has implemented fireworks regulations every June for the last 4 years. However, the timing of those decisions negatively impacts businesses that sell fireworks, since those businesses must make financial commitments (e.g., permit applications, inventory purchases, and staffing, etc.) before June.

Under Oregon law, a retail fireworks sales permit costs \$100 and can be applied for starting January 1 of the year they are issued—those permits authorize purchasing from licensed wholesalers, storage, and retail sales through July 6. Applications must be submitted by June 8 and sales are authorized to begin on June 23. However, the Oregon State Fire Marshal requests application submissions by April 15. Sellers must also obtain approval from the local fire authority. Given those deadlines, sellers need to make business decisions well before the City typically considers regulations.

Neighboring communities have also considered and taken policy-level to implement fireworks regulations. For example, the City of White Salmon updated its code in 2023 to allow fireworks only on New Year's Eve and the City of Hood River's City Council recently directed staff to prepare an ordinance permitting fireworks use solely on New Year's Eve.

To provide greater clarity to businesses and organizations that rely on fireworks sales, it might be helpful for Council to take a proactive approach to this annually recurring issue of whether to implement fireworks regulations. Council's early decision-making here could help mitigate some financial uncertainty for sellers while still allowing the City to address public safety concerns.

Staff has put together the below for consideration:

| Decision | Description |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <i>Take no action</i> | No changes or regulations are implemented. |
| <i>Take no action until conditions warrant reconsideration</i> | Regulation will be considered based on factors such as weather, drought conditions, and partner agency actions. |
| <i>Take action now</i> | Implement regulations proactively. |

If the decision is to *take action now*, the following considerations require direction:

| Consideration | Options |
|----------------------------|-------------------------------------------------------------------------------------------------|
| <i>Personal Use</i> | Regulate personal firework use for some or all of the year. |
| <i>Commercial Use</i> | Regulate commercial firework use for some or all of the year. |
| <i>Sale</i> | Regulate the sale of fireworks. |
| <i>Type of Regulation</i> | Whether the regulation is yearly, temporary, or permanent. |
| <i>Scope of Regulation</i> | What the regulation would include (e.g., firework sales, personal use, commercial use). |
| <i>Permitted Dates</i> | Identify specific dates when fireworks may be allowed (e.g., Independence Day, New Year's Eve). |

BUDGET IMPLICATIONS: There are no direct budget implications for the City. However, the timing of the decision could impact fireworks vendors, including nonprofit organizations that use fireworks sales as fundraisers.

COUNCIL ALTERNATIVES: This is a discussion item. Staff seeks Council's direction.