

AGENDA**REGULAR CITY COUNCIL MEETING****JUNE 2, 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. If I Were Mayor 2025 Contest Winner
 - B. The Dalles Robotics Team Recognition
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.

CITY OF THE DALLES

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

7. CITY MANAGER REPORT

8. CITY COUNCIL REPORTS

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 May 12, 2025 Regular City Council Meeting Minutes
- B. Authorizing the City Manager to Execute an Estoppel Certificate and Agreement for Planecave, LLC (an Airport ground tenant) to Secure an SBA Loan for Development of a Hangar at the Airport
- C. Authorizing the City Manager to Execute an Agreement and Mortgage and Covenant of Purpose and Use to Support Klickitat County’s EDA Grant at the Columbia Gorge Regional Airport

10. CONTRACT REVIEW BOARD ACTIONS

- A. Recommendation for Award of the Library HVAC Replacement Project, Contract No. 2025-004
- B. Authorizing the City Manager to enter Contract No. 2025-004 with The Dalles Area Chamber of Commerce for Tourism Promotion Services

11. ACTION ITEMS

- A. General Ordinance No. 25-1415 Amending The Dalles Municipal Code Title 5 (Offenses) by Creating Chapter 5.03 (Recreational Property)

12. ADJOURNMENT

Prepared by/
Amie Ell, City Clerk

CITY OF THE DALLES

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



AGENDA STAFF REPORT

AGENDA LOCATION: Item #9 A - C

MEETING DATE: June 2, 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 May 12, 2025 Regular City Council meeting minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the May 12, 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 May 12, 2025 Regular City Council meeting minutes.

- B. **ITEM:** Authorizing the City Manager to execute an Estoppel Certificate and Agreement for Planecave, LLC (an Airport ground tenant) to secure an SBA loan for development of a hangar at the Airport

BUDGET IMPLICATIONS: None.

SYNOPSIS: In August 2024, the City and Klickitat County entered a ground lease with Planecave, LLC at the Columbia Gorge Regional Airport. The ground lease contemplates a 40-year term for the tenant's development of the undeveloped grounds with a hangar. Consistent with Federal Aviation Administration guidelines, the Airport retains the right to that hangar at the expiration of the ground lease.

The tenant has applied for and conditionally obtained a Small Business Administration (SBA) loan in the amount of \$1.37M for the development of the hangar. A condition of the federal loan approval process is for the lender to secure the loan with an interest in the lease—essentially, the value of the lease is the collateral on the loan, so the lender wants to be sure that the lease is in effect, the tenant is not under default, etc., but wants the landlord (i.e., the City and Klickitat County) to confirm those items rather than the tenant.

The attached Estoppel Certificate and Agreement (**Agreement**) addresses that concern for the lender and supports the development of the Airport. The City Attorney has coordinated with the bank's attorney and approves the City's execution of the Agreement. Klickitat County is expected to consider approving the agreement at its May 28, 2025, Board of County Commissioner meeting.

RECOMMENDATION: Move to authorize the City Manager to execute an Estoppel Certificate and Agreement for Planecave, LLC to secure an SBA loan for development of a hangar at the Airport, contingent on Klickitat County Board of County Commissioners approval.

- C. **ITEM:** Authorizing the City Manager to execute an Agreement and Mortgage and Covenant of Purpose and Use to support Klickitat County's EDA Grant at the Columbia Gorge Regional Airport

BUDGET IMPLICATIONS: According to the provisions of the Joint Grant Management Agreement the City and County executed here, the completed project would be jointly owned by the City and County. The City's failure to execute the Agreement and Mortgage and Covenant of Purpose and Use would prevent Klickitat County from receiving its \$5 million award from EDA, which would likely terminate the County's hangar project at the Airport.

SYNOPSIS: Klickitat County received a \$5 million grant from the Economic Development Administration to develop an aviation workforce training hangar at the Airport. A condition of that award is for the real property owner (i.e., the City and the County, jointly) to execute (1) an Agreement and Mortgage and (2) a Covenant of Purpose and Use in the EDA's favor. The County's project has commenced but it is unable to draw those funds until those 2 documents are fully executed, transmitted to EDA, and recorded.

The Agreement and Mortgage gives EDA a priority lien on the project's property for 20 years that EDA can execute if the County violates the terms of its federal grant. The Covenant of Purpose and Use requires project's property to be used for purposes of the grant for 20 years.

The City Attorney's Office and Klickitat County Prosecuting Attorney's Office have coordinated with the U.S. Department of Commerce's attorney here and the City Attorney approves the City entering these documents.

RECOMMENDATION: Move to authorize the City Manager to execute an Agreement and Mortgage and Covenant of Purpose and Use to support Klickitat

County's EDA grant at the Columbia Gorge Regional Airport, contingent on Klickitat County Board of County Commissioners approval.

MINUTES

CITY COUNCIL MEETING
COUNCIL CHAMBER, CITY HALL
MAY 12, 2024
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, Community Development Director Joshua Chandler, HR/Assistant City Manager Brenda Fahey

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, Runyon, Randall, Richardson, Mays present. Mayor Mays noted Councilors Runyon and Randall were on Zoom.
Randall left the Zoom at 5:33 p.m.

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

Richardson requested to have item 8E pulled from the consent agenda and added as an action item for discussion.

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

opposed; Randall absent.

AUDIENCE PARTICIPATION

There was none.

CITY MANAGER REPORT

City Manager Matthew Klebes reported;

- Introduced Brenda Fahey as the new Assistant City Manager and HR Director; noted it was her first day
- Thanked The Dalles Area Chamber of Commerce for organizing a successful Cherry Festival
 - Upcoming meeting changes: May 27 meeting canceled due to the holiday, Special meeting scheduled for June 2, Regular meeting to follow on June 9

CITY COUNCIL REPORTS

Councilor Runyon reported;

- Was riding in the Run for the Wall from Ontario, California, to Washington, DC, supporting veterans, veterans' medical issues, memorials, VA hospitals, and high schools nationwide; he would join the next meeting via Zoom while returning to Oregon.

Councilor Wring reported;

- Attended the City Budget Committee meeting the previous week.
- Attended the Oregon Ethics Commission public meeting and training.

Councilor Richardson;

- Would report at the next meeting.

Councilor McGlothlin reported;

- Would be attending an airport meeting Friday.
- Attended Urban Renewal where they reviewed and recommended FY 25/26 UR Budget.
- Served as Chair of the City Budget Committee meetings May 5th and 6th.
- Participated in the Cherry Festival, riding with Councilor Randall.

Mayor Mays reported;

- Participated in the Cherry Festival Parade.

CONSENT AGENDA

MINUTES
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McGlothlin asked if the owners of the property at 3223 W 7th Street were present. They were not.

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

Items approved on the consent agenda were: 1) Approval of the April 28, 2025 Regular City Council Meeting Minutes; 2) Approval of the April 21, 2025 Special City Council Meeting Minutes; 3) Resolution No. 25-020 Assessing the Real Property Located at 3223 West 7th Street the Cost of Nuisance Abatement; 4) Surplus of Public Works Vehicles and Equipment; 5) Authorizing a Personal Services Agreement with AET (Advanced Electrical Technologies) for the Wicks WTP SCADA Upgrades, Contract No. 2025-006

PUBLIC HEARING

Appeal No. 39-25, an appeal of Planning Commission Resolution No. P.C. 627-25A, denying Appeal 38-25 of the Community Development Director's decision dated March 21, 2025, approving Subdivision No. 86-24, Jason Alford requesting approval to site and develop a two-phase, single-family residential subdivision

Mayor Mays read the rules of the Public Hearing then asked if there were questions

There were none.

Mayor Mays asked if any Councilor needed to declare any ex parte contacts, conflicts of interest, or bias.

Councilors answered; Runyon, no; Richardson, no; McGlothlin, no; Wring, no.

Mayor Mays opened the public hearing at 5:45 p.m.

He called for the staff report.

Joshua Chandler Community Development Director reviewed the staff report.

Mayor Mays said it was time for City Council to ask questions of the Community Development Director.

Richardson if the subdivision permit appeal were to be denied and the project allowed to proceed, if the physical constraint permit would then be required as the final hurdle before the developer returned to Community Development for site permits.

Chandler said the process began with land use approval, resulting in tentative plat approval. The applicant then submitted engineered plans, including utilities and physical constraints (e.g., grading, slope stabilization), as part of the physical constraints permit. Staff reviewed the full site plan, returned redlines if needed, and upon approval, construction could begin. He noted that structural fill was governed by building codes, while compaction for roadways and City utilities had to meet City standards.

Richardson asked whether the physical constraints permit process could result in the realignment of proposed parcels, and if staff ever required a developer to redraw parcel lines based on that process.

Chandler said he had not seen a realignment occur through the physical constraints permit process. Developments reviewed under the tentative plat process must substantially conform to the approved layout. While minor adjustments may occur during final surveying or engineering, significant changes were not permitted. He noted small discrepancies, such as square footage variations, may be acceptable as long as the development still met code requirements and standards.

Richardson said a geotech study was not part of the physical constraints permit and asked if it could be required.

Chandler responded that it could not be required unless the site fell within one of the five identified geohazard areas specified in the code.

Mayor Mays asked for clarification of the difference between a physical constraints permit and civil engineering plans.

Chandler explained that the physical constraints permit is the application tied to the plans, similar to a building permit. The permit and plans go together, with the physical constraints permit serving as the formal application associated with the engineered plans.

Mayor Mays asked if the Applicant wished to present the project. He said they would have up to 20 minutes to present, and asked them to please state their name and address for the record.

Richardson asked for clarification on whether there was a process for staff or the City to address unforeseen risks or missed code issues in a project, requiring action for health, safety, or to protect neighboring properties.

Special Counsel Chris Crean, explained the City could not impose requirements beyond those in the current development code once an application was submitted. He noted that the law enforced a "fixed goal post" rule, preventing arbitrary new conditions after submission. While the code could be revised for future applications, staff and Council had to apply only the existing

standards to the current project.

Crean introduced himself as an attorney with the firm Beery, Elsner & Hammond, LLP, representing local governments statewide. His firm served as general counsel for about two dozen Cities and special districts, and acted as special counsel for several others, including the City of The Dalles as special land use counsel.

Richardson asked if there was any provision that would allow the City or local government to recognize an overlooked hazard—not addressed in the code or maps—that became evident to staff or professionals, and if there was a mechanism to pause and reconsider the project based on such a discovery.

Crean said there was no provision allowing the City to pause or reconsider a project due to an overlooked hazard not in the code. He noted that unusual circumstances, such as a sinkhole or a waterfall on the property, would be the developer's responsibility to address. The City could only apply the standards in the code as of the application submission date.

Richardson asked if, at the time the application was submitted for review, the applicant had met all state and local requirements to develop the property.

Chandler responded that the applicant had met all state and local requirements conditionally at the time of application submission.

Richardson asked if, since the date of the appeal, there were any extenuating circumstances affecting the property, such as a sinkhole or slide.
Chandler said he was not aware of any.

Wring noted several conditions related to land stability in the development and asked when those would be reviewed. He confirmed they would be checked during the engineering drawing review and asked when such provisions would be inspected during construction, similar to building code inspections for houses.

Chandler explained that conditions had been organized into milestones with checklists to ensure requirements were met before progressing. He noted developers had to complete subdivision infrastructure before final plat approval and provide a one-year defect warranty. After that, Wasco County Building Codes applied for site construction.

Mayor Mays asked Mr. Chandler what it meant when he administratively approved the applicant's subdivision application on March 21.

Chandler said the administrative approval was effectively tentative approval, meaning the plan set was accepted, allowing the applicant to proceed with the civil engineered plans.

Mayor Mays asked what was meant by the appellant's reference to an external soil type—non-cohesive, granular Type C soil—not being incorporated into The Dalles Municipal Code and thus not a basis for site-specific hazard determinations within the City's planning jurisdiction.

Chandler said the soil classification referenced was not used in The Dalles Municipal Code. Therefore, the City could not determine compliance based on that classification. If the code listed specific soil types with development standards, they could apply clear and objective criteria, but this classification was not recognized in their system.

Mays asked about the size of the area the 2010 geological hazard study had incorporated, noting that the City could not require additional geological studies beyond what the municipal code specified. He also asked for the definition of holistically used on page 42 where it said "...that permit process ensures that grading impacts and slope stability are addressed holistically at the subdivision stage."

Chandler said he would need to review if anything was done beyond the original scope, but noted the 2010 report was commissioned by the City and likely covered the entire urban growth boundary. He defined "holistically" as considering grading impacts and slope stability together at the subdivision stage, reviewing all related elements comprehensively to ensure overall site stability.

Chandler explained the entire property boundary was reviewed through the physical constraints engineered plan process at subdivision approval, rather than lot by lot. Later, individual home construction might require separate physical constraints permits. A permit was triggered by 50 cubic yards of dirt movement, and engineered plans were required if cut and fill exceeded 250 cubic yards. The City required documentation for any site moving more than 10 cubic yards. Between 10 and 50 cubic yards, only documentation was needed. From 50 to 250 cubic yards, a physical constraints permit with calculations was required, reviewed by the engineering team. At 250 cubic yards and above, full engineered plans were provided.

Mayor Mays asked how the Department of Environmental Quality (DEQ) permit differed from the City's requirements for erosion and sediment control, given that the proposed soil disturbance exceeded one acre and triggered DEQ permitting consistent with state regulations.

Chandler explained the City required the 1200-C permit related to storm water control, which was reviewed by the City engineer. The DEQ's 1200-C permit applied specifically when a site exceeded one acre, making it an additional requirement due to the property size. The City reviewed storm water, but the DEQ permit was a separate, state-level obligation.

Mayor Mays noted the DEQ permit was a state requirement. He also stated the City's traffic studies did not evaluate vehicle performance in weather conditions like snow and ice, known as

seasonal developments. He asked if traffic studies should evaluate those kinds of things.

Chandler said typically traffic counts focused on the impact of additional development and traffic volume on intersections, not on weather-related conditions.

Public Works Director Dale McCabe said a Traffic Impact Study determined effects on adjacent roads. It was required for subdivisions of 16 lots or more, or developments generating over 400 average daily trips (ADTs). The study focused on affected intersections, not weather impacts.

Mayor Mays it appeared the City allowed an exception to the 12% grade limit due to existing steep grades in the area, noting East 21st Street had a 16.5% grade and the applicant proposed 15%.

McCabe said that was correct and noted there were several streets around town that exceeded the 12% grade threshold.

Mayor Mays asked what steep access roads had to do with requiring a stricter suppression system and if this also help to mitigate wildfire risk.

Chandler said it was a fire code requirement, likely due to the steep hill. He added that if a site was only accessible by a road over 10% grade, all units had to have fire suppression systems to slow or mitigate fire hazards until equipment that might take longer to arrive due to the grade arrived. He said the systems were designed to protect against structural damage and might not fully mitigate wildfire but did reduce individual structural damage.

Mayor Mays said the appellant requested the City commit to extending East 21st Street eastward to connect with a major collector road. He asked if the appellant gave an example of which collector road that would be.

Chandler said no example was provided. He had searched and found the nearest collector was 19th Street, which would not connect with East 21st Street at that point.

Richardson asked whether the City, as part of its physical constraint permit process or during the development of the civil engineering plan, could hire and conduct a geotechnical study.

Kara said the City could hire a geotechnical study not tied to any specific development. He noted the last hazard studies were completed in 1991 and 2010, roughly every 20 years. The City had engaged experienced geologists for these studies. He added that if the Council wanted a new study, staff could commission it and prepare a land use code amendment to update the municipal code with the new findings. He said this could also be similar to a Phase One environmental study, commonly done in real estate transactions. The City could theoretically conduct such studies for any site in The Dalles using right-of-way observations and historical data.

Richardson asked if McCabe thought the information would be useful in staff's consideration of the process.

McCabe said the report and study would be site-specific, and the City would need to consider the findings and any recommendations from that report.

Kara said the subdivision application before the Council was separate from the physical constraints permit process. He explained the Community Development Director could require additional site-specific plans and studies with a physical constraints permit to address concerns like soil stability and erosion. He added the City could also conduct its own studies if desired.

Wring asked when the existing homes bordering the proposed subdivision were constructed.

Chandler said the two newest homes were built around 2019–2020.

Wring asked if the reason that the existing homes did not have the same fire suppression system requirements at construction was because they were not built as a part of a larger subdivision.

Chandler confirmed that was correct.

Mayor Mays asked if the Applicant wished to present the project. He said they would have up to 20 minutes to present, and asked them to please state their name and address for the record.

Jason Alford introduced himself as the applicant and stated he lived at 219 State Route 115, Washington.

Darrin Eckman of AKS Engineering and Forestry stated his address and 3775 Crates Way, The Dalles, Oregon.

Eckman presented the project to Council, highlighting the following key items:

- The project design began in 2022, with the application submitted in 2024 after multiple reviews and refinements.
- Adjustments were made based on City staff input, including increasing lot width to the minimum 50 feet (variance approved by the Planning Commission) and adding a hydrant at the end of the private access road.
- The project met all City subdivision requirements regarding lot density, dimensions, roadway, and utility services.
- Regarding slope stability and landslide risk, soils consisted mainly of channel with and Cherry Hill silt loams over sandstone, with no signs of slumping or erosion observed on the applicant's property.

- Photographs showing erosion were from adjacent properties, not the applicant's site.
- Existing steep slopes on the property were stable and had remained so for decades.
- The 2010 Markinger study and Wasco County maps did not classify the property as within a geologic hazard zone.
- Nearby major structures built on similar soils, including the hospital and City water infrastructure, showed no signs of instability.
- Roadways were designed to follow existing terrain terraces, minimizing new fill; any fill proposed for lots would be engineered, permitted, inspected, and revegetated.
- The majority of proposed roads had slopes below 10%, except for one short section; several existing City streets were steeper than those proposed.
- Traffic studies addressed intersection capacity, with the developer responsible for necessary improvements if inadequacies were identified.
- The extension of East 21st Street was not planned by the City and was not required.
- A second access road was not required by code; fire safety was addressed through the requirement of residential sprinklers in proposed homes.
- He stated the project met all City requirements with imposed conditions and supported staff's recommendation to deny the appeal and uphold the Planning Commission's decision.

In response to council questions Ekman added:

- The soil profile included sandstone over bedrock, with NRCS 1970s studies identifying channel with silt loams at approximately 41 inches depth.
- Met with all neighbors except the appellant, who did not respond; communicated with adjacent neighbors for about two years to address issues caused by the previous builder.
- When asked about the Wasco County base map and its relation to the 2010 study, Eckman stated he believed Wasco County digitized records from the Department of Geologic and Mineral Industries (DOGAMI) but did not commission an independent soil study.
- When asked about how he knew the slopes in the vicinity had been stable over decades, Eckman stated he had personally observed them and noted his 29 years of experience with Tenneson Engineering, including involvement with the Alford and Smith property for the same duration.
- Clarified that except for one section of East 21st Street at 15.6%, the next steepest road grade was 9.6%, with the grade varying slightly along the road. He also noted that all of Smith Loop fell within acceptable grades.
- Confirmed that the development stopped at East 21st Street, explaining that if the road were extended further east, the existing ground grade exceeded 17%, meaning the road grade would also exceed 17% without significant cut or fill.
- Noted the appellant had proposed a different road configuration with three cul-de-sacs off north-south streets from East 21st Street. He explained this did not mitigate the 15.6%

slope of East 21st Street and that cul-de-sacs typically consume more land, reducing lots per acre and conflicting with City minimum density requirements.

- When asked about nearby property ownership and potential for a larger subdivision, it was stated that there were a total of three lots: two included in this subdivision and one farther east served by the easterly extension of East 21st Street, which did not meet City roadway requirements. The applicant owned no other property.

Mayor Mays asked if the Appellant wished to present the project. He said they would have up to 20 minutes to present, and asked them to please state their name and address for the record.

Ted Valkov of 2102 Claudia Lane and Pam Danzer of 2100 Claudia Lane, The Dalles, Oregon presented slides (see attached). Highlights included;

- Represented concerns of approximately 20 residents who collectively submitted a document outlining 16 objections, each with references to applicable municipal codes.
- Expressed concern about potential long-term impacts of the proposed subdivision on steep slopes, hydrology, and public safety.
- Emphasized the risk of landslides due to soil instability and referenced a 2023 DOGAMI report identifying Smith Ridge as a landslide-prone area.
- Noted visual and photographic evidence of slippage planes and runoff impacts on the hill.
- Urged City Council not to rush approval, citing potential for cost-effective design alternatives.
- Cited public safety concerns related to visibility and road design along the proposed loop road.
- Requested that licensed geologists further evaluate the geological risks before proceeding.
- When asked if Valkov had spoken to the applicant, he said he had only become involved about a month ago. He had believed the application had been denied so had not followed up.
- Noted the City code distinction between “shall” (mandatory) and “may” (permissive).
- Raised concern that the proposed design did not meet the required minimum 80-foot centerline radius.
- Questioned the justification for retaining the existing misaligned road layout.
- Stated that utilities were required to be provided to all lots, but the plans showed steep utility runs (20–30 feet) to upper lots.
- Observed there was no storm sewer on E. 21st Street and questioned where storm water from the upper lots would go.
- Pointed out the lack of slope stabilization details in the preliminary plans and raised concerns about potential slope failure or movement.
- Noted that development would require excavation near steep slopes, which could destabilize the area.
- Stated that top-tier lots were on 2:1 slopes and lacked viable driveway access.

- Expressed concern that proposed fire turnarounds were on grades too steep for fire vehicles.
- Asserted that the physical constraints of the site, such as slope, should have been analyzed and addressed in the design.
- Criticized the proposal for lacking due diligence and logical site planning.
- Noted that Smith Loop passed through an area identified as a landslide zone.

Mayor Mays said in appeal document concerns about weather conditions such as snow and ice had been repeated multiple times. He questioned whether buyers of several hundred-thousand-dollar homes in that area would be expected to understand and accept those existing conditions.

Valkov described nearly hitting a neighbor while his car was sliding, highlighting the danger of the conditions and advising against visiting the area during snow.

Mayor Mays asked why it was important to them that a public street be developed to accommodate future development.

Danzer said her point was primarily about a breach of City code. She said it was important for future development, possibly decades away, to have a public roadway not just a private easement extending East 21st Street. She explained that proper grading and slope cuts would be needed to allow for future access, in alignment with the intent of the urban growth boundary.

Mayor Mays asked Mr. Valkov whether he was satisfied with Mr. Alford's response to the concern that his additional property could serve as a spearhead for a much larger development, potentially affecting public safety.

Valkov said yes, and it was not a part of the current appeal, but may have been in the past appeal. Mayor Mays asked if anyone wished to testify in favor of the Appeal, meaning those who believed the subdivision application should be denied. He stated that each speaker would be allowed up to three minutes and requested that individuals state their name and address for the record.

Donna Lawrence of 2017 View Court asked if the decision had to be made that evening.

Kara confirmed that due to multiple extensions, the application was nearing its final deadline of May 20. If a decision was not made that evening, City Council would need to hold a special meeting before that date to render a final decision.

Lawrence said she hoped everyone had visited the physical site. She asked if Planning had approved the site plan and for clarification on whether site plan approval also included approval of the lots, or if it only indicated the general area was suitable for building.

Chandler confirmed the tentative site plan had been approved. No approval had been granted to begin construction. Only the outline of the nine-acre area had received tentative approval, which was later appealed to the Planning Commission.

Lawrence said the main concern was the hillside, noting many lots extended over it. She expressed concern for existing homes below and future development impacts, including runoff. She asked if the property was within City limits when geological hazard rules were reviewed.

Chandler clarified the property was within the Urban Growth Boundary, which fell under the City's Community Development jurisdiction regardless of City limits.

Mayor Mays said he had visited the site and walked extensively over the property.

Allison Shock, residing at 2008 View Court, expressed support for the concerns outlined in the report. She urged the board to consider how they would feel if their own neighborhood was affected, emphasizing worries about safety, prolonged construction impacts, limited access, water drainage, soil stability, and potential landslides. She requested the plans be revised and a geological test conducted to ensure the safety and integrity of the neighborhood.

Gary Wade, of 1700 East 21st, said the easement road on the south side of the development was steep and prone to erosion, with runoff affecting proposed lots below. He said the plan lacked adequate drainage and questioned where water from homes on the north side would go. He also expressed concern over two nearby lots built in 2019 that did not meet City standards with sidewalks and street improvements, stating it had caused problems in the neighborhood and urged the City to prevent similar issues in this development.

Chandler said the easement road concerns were addressed at the Planning Commission meeting. A new condition required the road to be designed in a valley shape to collect and pipe storm water to the subdivision's storm system. Regarding the two houses built around 2019 or 2020, he explained they were part of a minor partition. He clarified that for minor partitions (three lots or fewer), the City is legally restricted from requiring public improvements such as sidewalks or streets.

Wade said he knew the area well and had built houses. He questioned whether a V-shaped road could handle runoff from homes and impervious surfaces, noting the one-to-one slope and potential drainage problems.

Chandler said each house would be stubbed with a connection to the storm water system and could pipe runoff directly into it. He deferred to the applicant for further details.

Mayor Mays asked if anyone wished to testify in opposition to the Appeal, meaning those who were against the Appeal and believed the subdivision application should be approved. He stated

that each speaker would be allowed up to three minutes and requested that individuals state their name and address for the record.

Mary Hanlon said she attended the meeting without prior knowledge of the project or applicant but wished to address The Dalles' severe housing crisis. She noted frequent opposition to housing projects and acknowledged valid concerns like geotechnical review but stated broad opposition hindered necessary development. She cited data showing The Dalles was not keeping pace with population growth, causing housing shortages and rising prices—from \$180,000 in 2016 to \$530,000 in 2024. She emphasized the need for balanced growth and urged the City to support housing where feasible rather than resist it. She provided a mailing address of 101 West 2nd Street, # 2049 The Dalles, Oregon.

Council recessed for a break at 7:58 pm. - Council resumed at 8:12 pm.

Mayor Mays asked if anyone wished to testify or ask questions on the matter without speaking in favor or opposition. He stated that each speaker would be allowed up to three minutes and requested that individuals state their name and address for the record.

There was none.

Mayor Mays asked if the Appellant wished to present any rebuttal. He stated that up to ten minutes would be allowed.

Valkov said the appeal itself served as sufficient rebuttal and emphasized the request for a correct decision addressing safety and nuisance concerns through redesign. He noted the many issues found with limited time to review, highlighting that more problems might emerge with further study. He argued the development would worsen the housing shortage by displacing homes for working people with expensive housing, noting local contractors are booked and focused on high-end projects. He urged council to consider delaying the decision to do the right thing, warning that approval would make current problems permanent in the neighborhood.

Mayor Mays asked if the Applicant wished to present any rebuttal. He stated that up to ten minutes would be allowed.

Eckman clarified the embankment on Smith Loop was optional, with setbacks allowing homes to sit closer to the road and reduce bank impact. The street width accommodated parking and traffic safely, and landscaping would reduce fire risk. Storm water from homes was typically managed onsite, not required to enter the city system. The new paved roadway prevented gravel runoff and supported large vehicles, addressing orchardist concerns. Developer-funded frontage improvements benefited existing lots. Homes were to be customized to fit the terrain and views, potentially higher-priced, but this allowed current owners to move up, freeing housing for local workers such as teachers and firefighters.

Mayor Mays asked if the Appellant wished to present a closing. He stated that up to five minutes would be allowed.

Valkov briefly thanked the Mayor and City Council for their time and appealed directly to Alford, asking him to provide a reason to purchase one of the lots, stating he currently would not consider it.

Mayor Mays asked if the Applicant wished to present a closing. He stated that up to five minutes would be allowed.

The applicant declined.

Mayor Mays asked if Councilors had enough information to make a decision.

Mayor Mays asked if the City Council was ready for deliberations.

Mayor Mays closed the public hearing at 8:25 p.m.

Wring asked if the Fire Marshall had concerns about accessing, serving, or turning around in the proposed development.

Chris Grant, Fire Marshall at Mid Columbia Fire and Rescue 1400 West 8th Street, said the department had become involved early regarding access and water supply. Provisions were made requiring fire sprinklers in each residential structure because the road grade exceeded 10%, as per fire code. The layout, including turnarounds in each phase, complied with fire code requirements. Although fire sprinklers were not mandatory, they had been required due to safety concerns. Any development in the area would have required sprinklers because of the steep road grade.

Richardson asked whether utilities such as storm water and drinking water could be successfully connected to the elevated area and if the DOGAMI map raised any engineering concerns that should be considered. He acknowledged the state's indication that some areas might be prone to sliding or slope failure and questioned whether staff should be directed to consider this during the physical constraints process. He noted this appeared to be an open question possibly beyond their legal authority to compel but wondered if at a later stage a geotechnical examination could be required or voluntarily undertaken.

McCabe confirmed they could connect utilities. He said the City had typically followed the 2010 study conducted within the urban growth boundary, which they had adhered to over the years. He explained that the physical constraints process required an engineered study and plan if more than 250 cubic yards of material was disturbed. The applicant or developer was responsible for preparing these plans to assess site conditions, including cuts and fills for the development. He

noted that while the City reviewed any site-specific recommendations from such studies, there was no mechanism in place to require an additional geotechnical study specifically for this development.

Wring asked if, during development or prior to it, conditions ensured the site would be properly prepared from a civil engineering perspective and complied with required mitigations. He inquired about the process for addressing unforeseen discoveries during excavation, such as unexpected archaeological findings.

Chandler said the development inspector would conduct frequent site visits and inform parties of unexpected issues, like archaeological findings, usually during pre-construction meetings. He noted established procedures for archaeology but said other issues would be addressed as they arose.

McCabe said the applicant's engineering firm had conducted site investigations and prepared plans for road design, cuts, fills, and property layout. He anticipated they completed due diligence to support the subdivision's construction. Staff would review and collaborate with the firm throughout the process, responding to questions and ensuring plans reflected their findings.

Kara addressed public and Council concerns about geotechnical plans for developments in challenging areas, noting it was not directly related to the subdivision decision. Under the City's Land Use and Development Code, section 10.820.50 on physical constraint permits, developers must submit detailed site plans covering hazards, natural features, drainage, and erosion control. The Community Development Director may require additional studies to evaluate public safety risks like landslides. He emphasized that while not part of the current subdivision approval, the code ensures thorough review through the physical constraints permit process.

It was moved by Wring and seconded by Richardson to adopt Resolution No. 25-021A, a resolution denying the Appeal and affirming the approval of Subdivision Application No. 86-24 (as set forth in Planning Commission Resolution No. PC 627A-25) based upon the evidence in the record and the findings and conclusions set forth in the Agenda Staff Report dated May 12, 2025, including the conditions of approval.

McGlothlin stated that he had reviewed sufficient documentation, including 327 pages and the testimony presented that evening, and believed he could make an unbiased and sound decision regarding the appeal.

Richardson agreed with Councilor McLachlan, acknowledging neighbors' valid concerns about the uphill subdivision and sharing personal experience with similar issues. However, the City lacked legal authority to deny the subdivision under current codes. He noted concerns could be addressed through the physical constraints permit process and additional studies, but stressed the City must follow legal procedures to avoid risk.

Wring echoed the comments of fellow Councilors and emphasized there were pathways to ensure the project proceeded safely. He expressed confidence in City staff's ability to assess and evaluate throughout the process. Wring acknowledged his personal experience with similar concerns and the unpredictability of natural impacts. He appreciated the constructive discussion and encouraged continued collaboration between neighbors and developers moving forward.

Mays expressed appreciation for the appellant's preparation, articulation, and professionalism during their arguments.

The motion carried 3 to 0, Wring, Richardson, McGlothlin voting in favor; none opposed; Randall, Runyon absent.

ACTION ITEM

A Resolution Concurring with The Mayor's Appointment to The Planning Commission

Councilor Richardson opened discussion on the appointment of Mr. Steve Light to the Planning Commission, citing prior collaboration on the Federal Street Plaza committee and endorsing him as an excellent addition. He raised a question regarding potential conflicts of interest, noting that Mr. Light employs a current Planning Commissioner. The Council discussed the effectiveness of recusal as a tool to manage conflicts, emphasizing the importance of transparency and avoiding any perception issues.

Council members sought clarification on how conflicts might be handled if decisions affected the employer or employee, affirming confidence in the recusal process. The City Attorney, serving as ethics advisor, noted no apparent conflicts under Oregon Public Ethics Law and explained that, given the Planning Commission's size, potential issues related to serial meetings or quorum were unlikely.

The discussion acknowledged the benefit of addressing the appointment in open session rather than on the consent agenda for transparency.

It was moved by McGlothlin and seconded by Richardson to adopt Resolution 25-019 Approving the Appointment of Steve Light to the Planning Commission. The motion carried 3 to 0, McGlothlin, Richardson, Wring voting in favor; none opposed; Randall, Runyon absent.

EXECUTIVE SESSION

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

MINUTES
City Council Meeting
May 12, 2025
Page 17

Mayor Mays recessed Open Session at 9:00 p.m.

Mayor Mays reconvene Open Session at 9:43 p.m.

It was moved by McGlothlin and seconded by Wring to adopt Resolution No. 25-022, a Resolution Authorizing the City Manager to Enter into an Intergovernmental Loan Agreement with Q-Life, subject to Wasco County Authorizing a similar Loan with Qlife. The motion carried 3 to 0, McGlothlin, Wring, Richardson voting in favor; none opposed; Randall, Runyon absent.

ADJOURNMENT

Being no further business, the meeting adjourned at 9:45p.m.

Submitted by/
Amie Ell, City Clerk

SIGNED:

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk



City of The Dalles City Council

MONDAY, MAY 12, 2025 | 5:30 PM

Appeal No. 39-25

Appellant: Theodore Valkov

Site Address: No Site Address

Map and Tax Lot #: 1N 13E 11 BC | 2300 and 2800

Site Zoning District: Low Density Residential (RL)

Issue:

Appeal of Planning Commission Resolution No. P.C. 627-25A, denying Appeal 38-25 of the Community Development Director's decision dated March 21, 2025, approving Subdivision No. 86-24, Jason Alford requesting approval to site and develop a two-phase, single-family residential subdivision.

Project Timeline

Subdivision No. 86-24:

- Deemed Complete: September 17, 2024
- Notice of Decision: March 21, 2025
- Notice of Appeal submitted: March 31, 2025

Appeal No. 38-25

- Planning Commission: April 17, 2025
- Notice of Decision: April 18, 2025
- Notice of Appeal submitted: April 28, 2025

Appeal No. 39-25

- **City Council:** **May 12, 2025**

State Mandated Deadline:

May 20, 2025*

**Applicant submitted two (2) timeline extensions pursuant to ORS 227.178(5): December 17, 2024 and February 24, 2025*

Subject Property

1N 13E 11 BC 2300

3.33 acres

1N 13E 11 BC 2800

3.91 acres



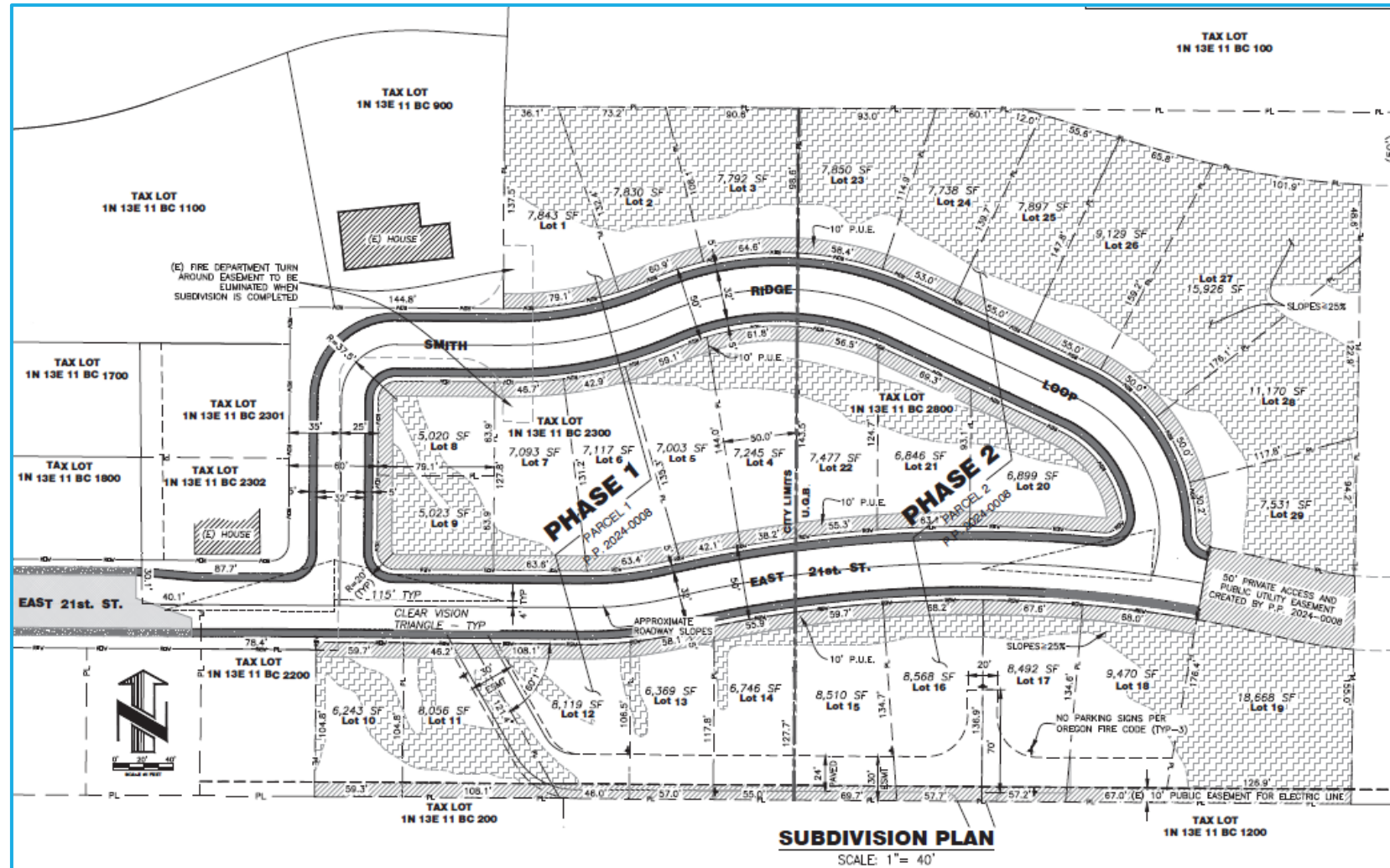
Proposal

29 lots

Two Phases:

Phase 1 = 14 lots

Phase 2 = 15 lots



Land Use Review

CDD reviewed one additional land use application for this development:

- Variance (MIP 438-24): *Request to reduce the block width internal to the proposed subdivision.*
 - *Approved / Notice of Decision: March 6, 2025*

Appeal Issues

APL 39-25 describes 4 reasons City Council should grant the appeal request and reverse the Director's previous decision:

- 1. Slope Stability and Landslide Risk*
- 2. Inadequate Road Access and Traffic Hazards*
- 3. Wildfire Risk and Emergency Response Limitations*
- 4. Procedural Concerns and Due Process*

Appellant's Requests

APL 39-25 describes 3 requests for the City to conditionally approve the Application based on the following:

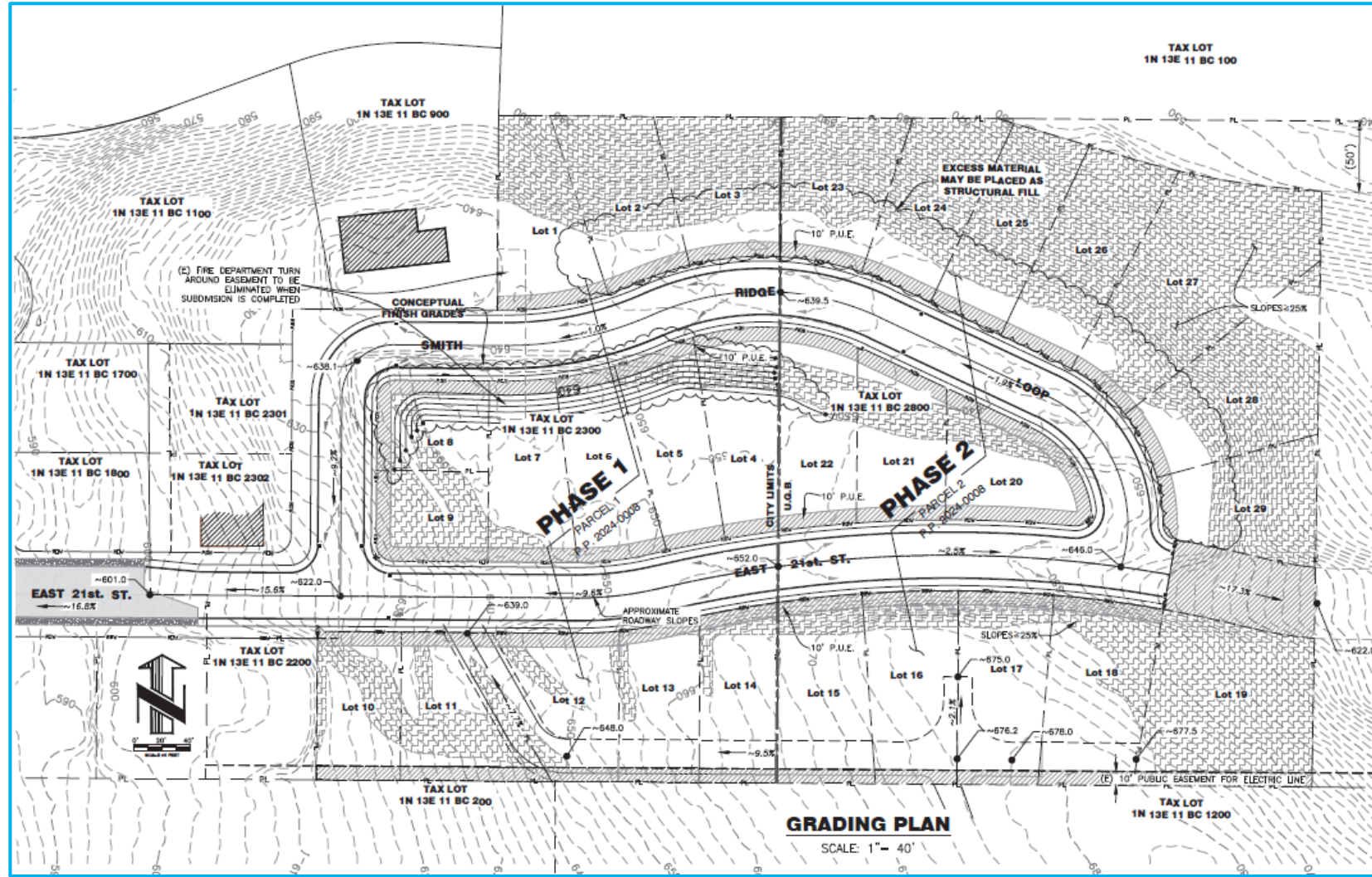
- A. Redesign the subdivision layout*
- B. Improve neighborhood access by extending East 21st Street*
- C. Ensure fair public participation*

Appeal Issues

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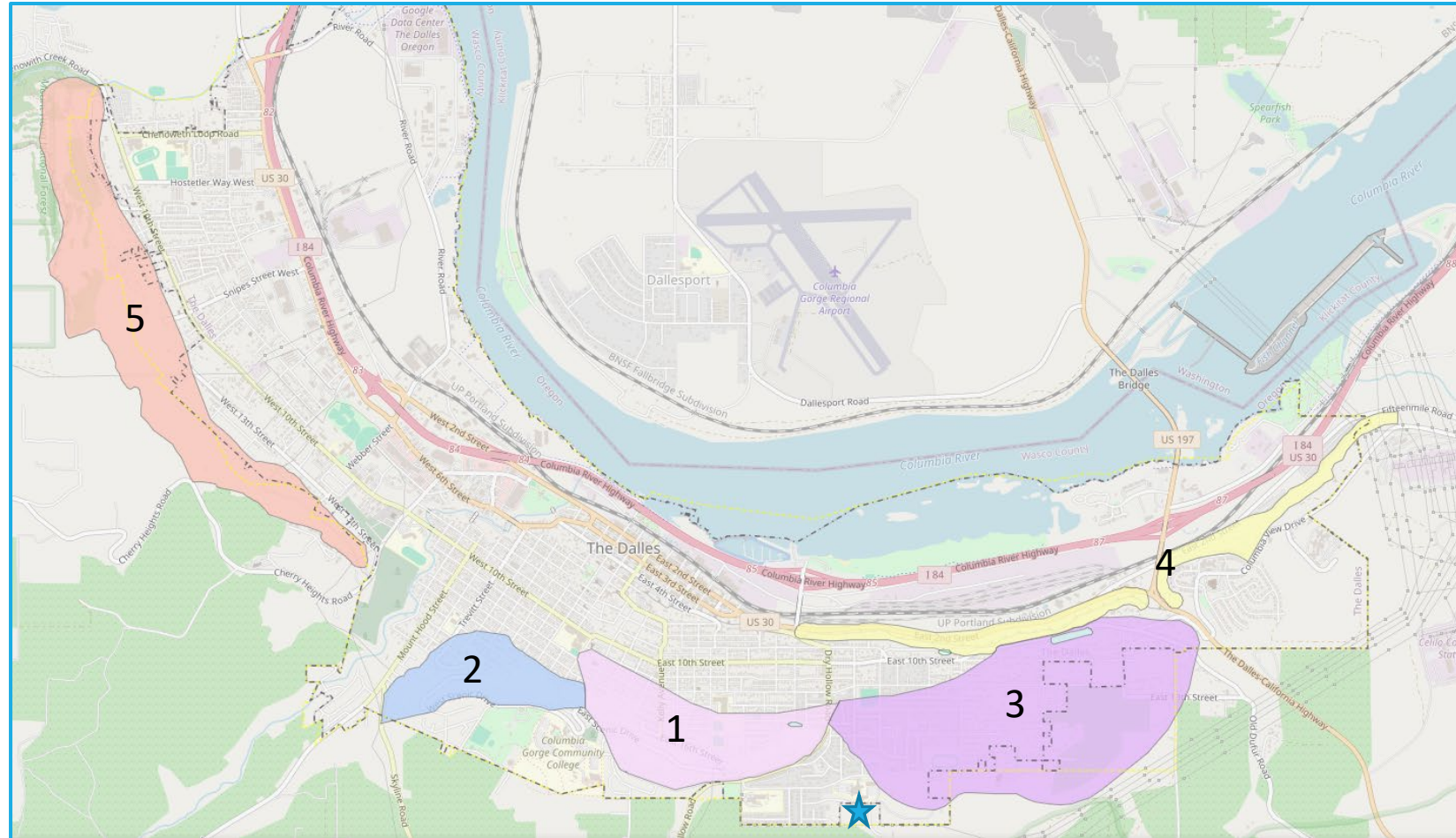
- 1. Slope Stability and Landslide Risk*
- 2. Inadequate Road Access and Traffic Hazards*
- 3. Wildfire Risk and Emergency Response Limitations*
- 4. Procedural Concerns and Due Process*

Topography



Geologic Hazard Zones

As defined by the 2010
Geologic Hazards Study
prepared by Mark Yinger



Geologic Hazard Zones

As defined by the 2010
Geologic Hazards Study
prepared by Mark Yinger



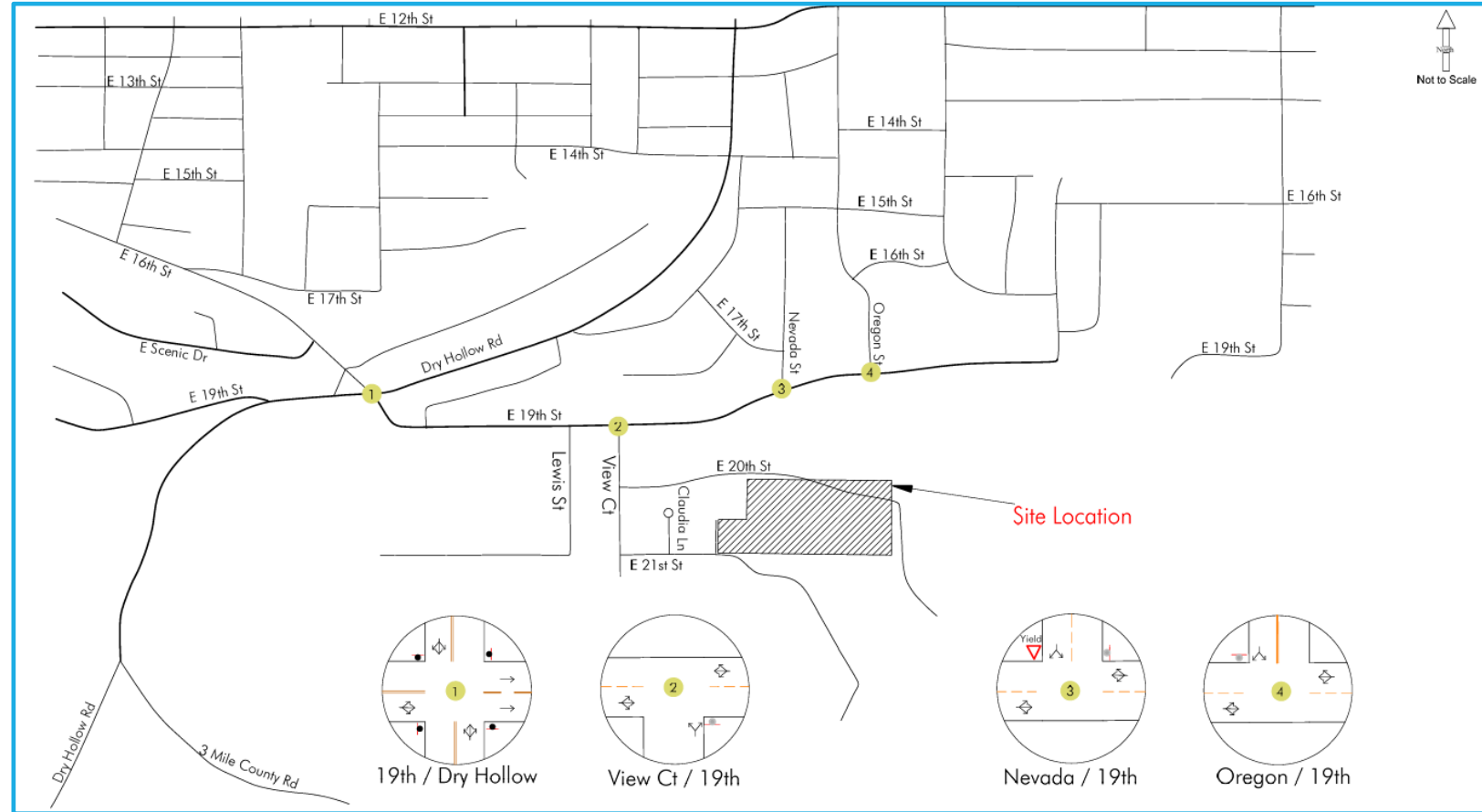
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Traffic Impact Study

- 4 Study Intersections
- Methodology approved by Public Works Director
- Does not address winter driving conditions
- No mitigation recommended



Transportation System Plan

- Adopted in 2017
- Table 6-1: Roadway Design Standards

	Arterial/State	Major Collector ¹²	Minor Collector ¹⁰	Local Street
Number of Vehicle Lanes	3	2	2	2
Lane Width	12'	12'	12'	8'
	<i>Note: On freight routes, lanes should be 14' wide or include a 2' striped buffer between the travel lane and the bicycle lane.</i>			
Center Turn Lane Width	14'	N/A	N/A	N/A
Landscape Buffer Width	5'	5'	5'	4'
Shoulder, Bike Lane, and/or On-Street Parking Width	6' Bike Lane	6' Bike Lane	6' Bike Lane	8' On-Street Parking
	<i>Note: Provide a buffer between the travel lane and bike lane whenever possible.</i>	<i>Note: Replace the bicycle lane with 8' parking lane when adjacent to residential properties with primary access to the Major Collector. Consider curb bulb-outs at intersection corners with on-street parking areas to improve pedestrian visibility, and reduce roadway crossing widths.</i>	<i>Note: Exceptions are allowed to replace the bicycle lane with 8' on-street parking lane when adjacent to residential properties with primary access to Minor Collector.</i>	<i>Note: The removal of the on-street parking lanes is allowed in industrial areas to accommodate two 16-foot travel lanes for heavy vehicles.</i>
Shoulder Surface	Paved	Paved	Paved	Paved
Pavement Width	50'	36'	36'	32'
Minimum Sidewalk Width	5'	5'	5'	5'
	<i>Note: 6' on State highways</i>		<i>Note: Consider curb bulb-outs at intersection corners where on-street parking to improve pedestrian visibility, and reduce roadway crossing widths.</i>	<i>Note: Consider curb bulb-outs at intersection corners to define parking areas, improve pedestrian visibility, and reduce roadway crossing widths, except in industrial areas.</i>
Surface Type	Paved	Paved	Paved	Paved
Minimum ROW Width	90'	60'	60'	50'
Additional Notes:	<i>Provide on-street parking on the West side of 6th Street.</i>	<i>All major collectors, except for Webber Street and River Road are identified as Residential Network Streets and have specified cross-sectional standards.</i>		
	<i>Roadways that may require deviation from this standard are limited to US 30 and 2nd and 3rd Streets within the downtown couplet.</i>	<i>Widening for turn lanes at major intersections with other collector and arterial facilities should have a minimum of 12' lane width.</i>		

Appeal Issues

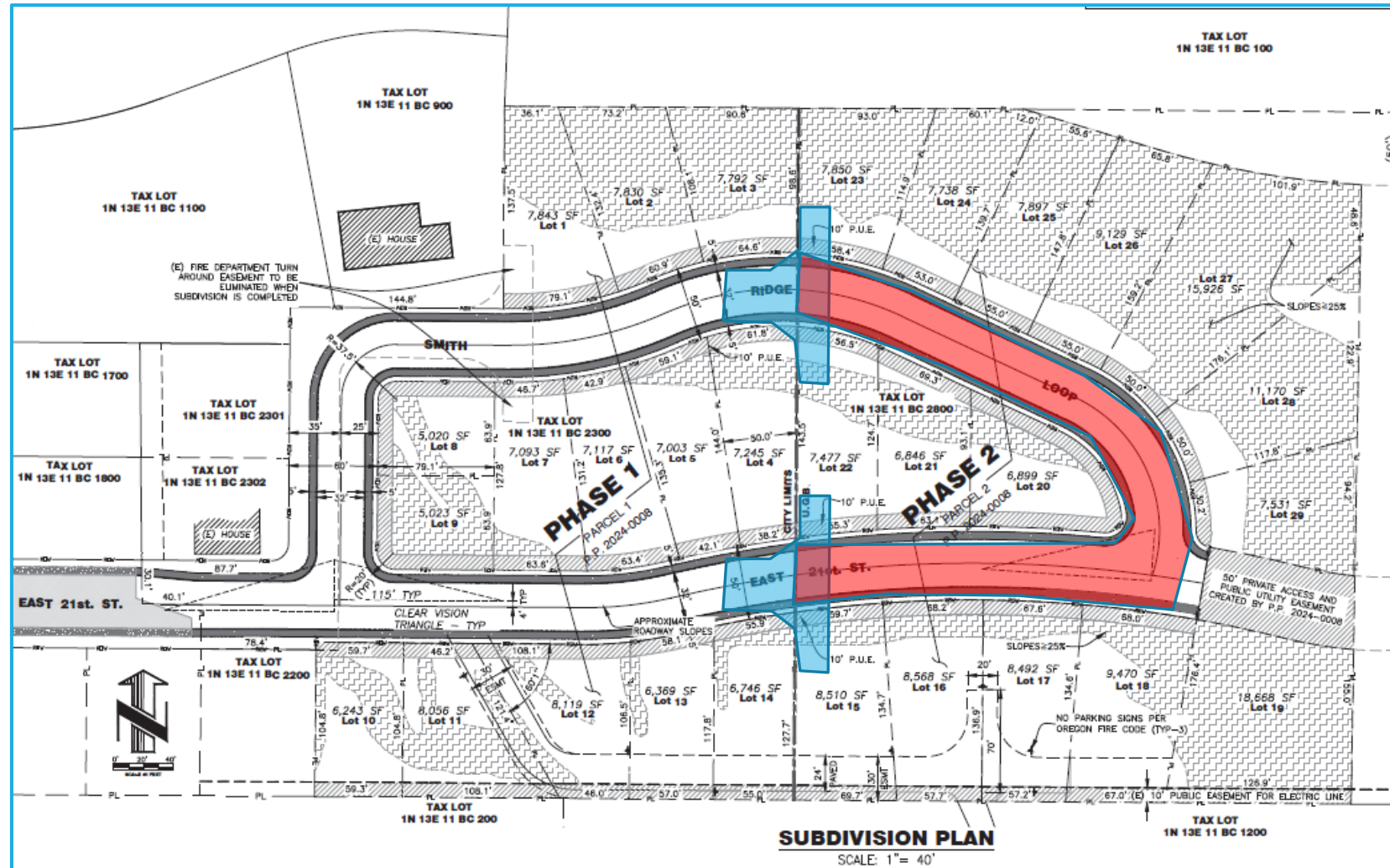
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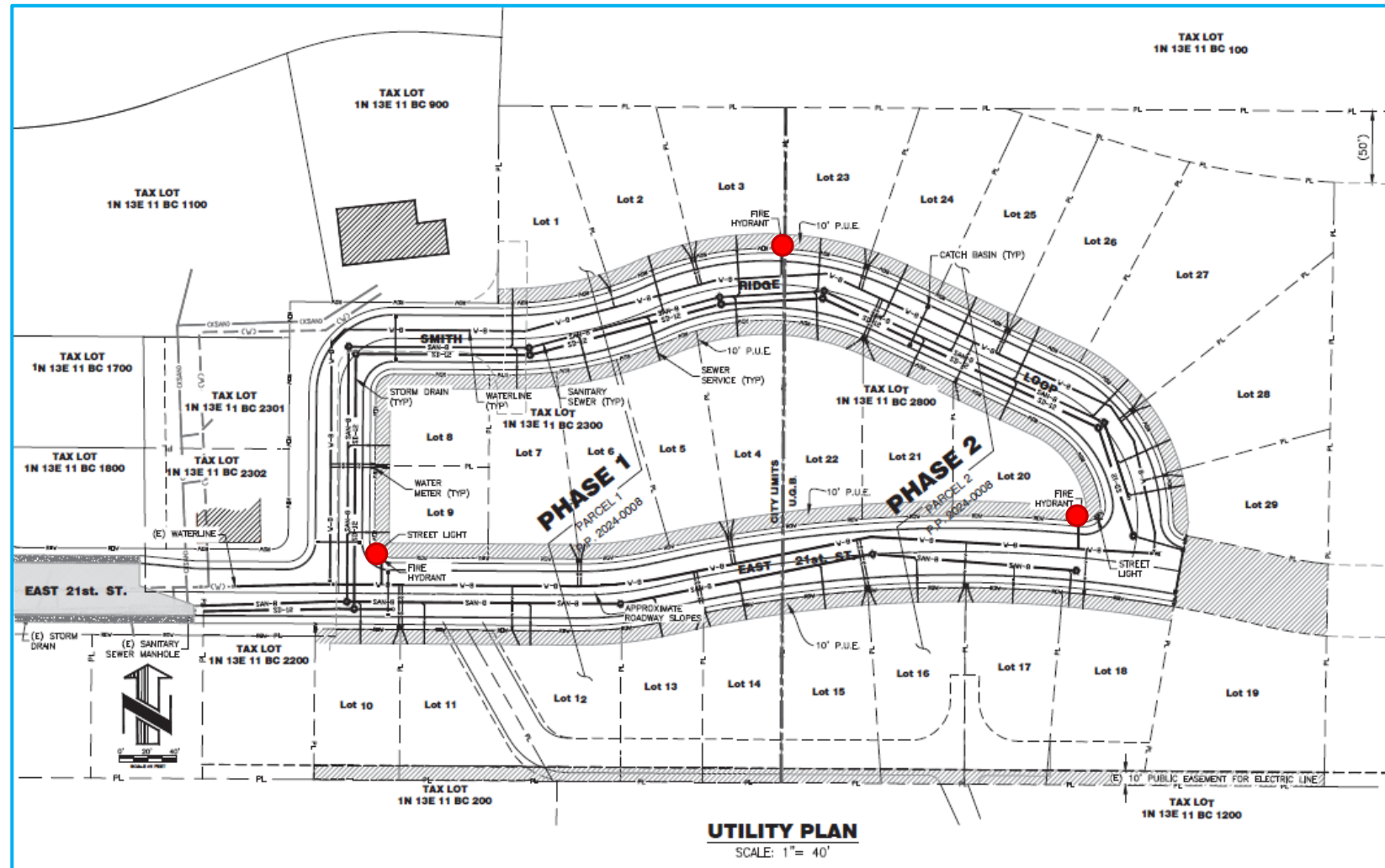
Emergency Access

- Two Options during Phase 1 development
 - Install Fire Turnarounds, OR
 - Improve roadway to fire code standards



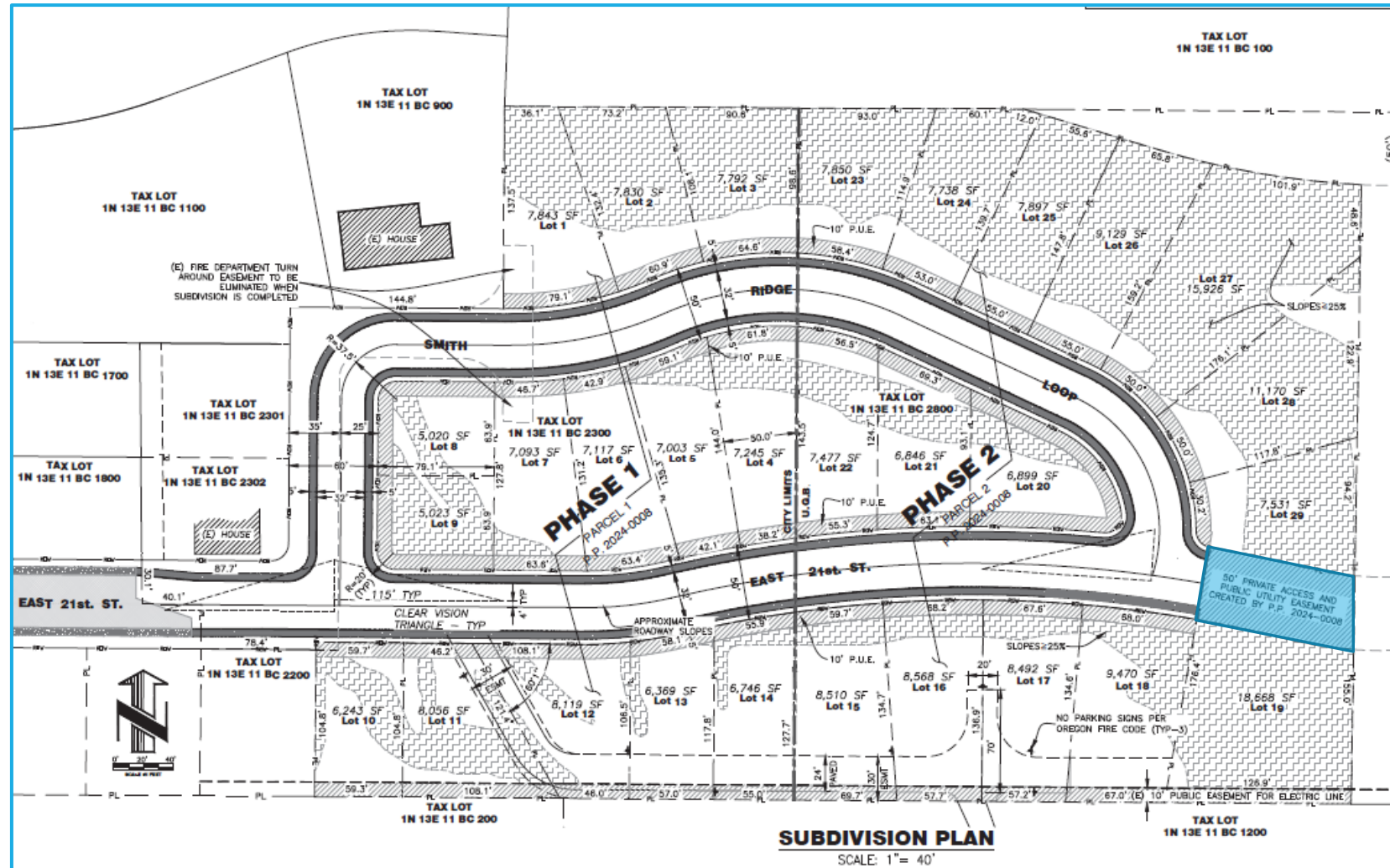
Utilities

● New Fire Hydrant



Secondary Access

- Not required
- Grade exceeding 17%



Secondary Access

- No connection to existing street
- Outlet into private property



← → Private Easement / NOT Public Right-of-Way

Appeal Issues

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- B. Improve neighborhood access by extending East 21st Street*
- C. Ensure fair public participation*

Secondary Access

- No connection to existing street
- Outlet into private property



← → Private Easement / NOT Public Right-of-Way

Review Criteria

- Section 10.3.020.080 – Findings #1-#6
- Article 3.120 Redevelopment Plans – Finding #7
- Article 10.5.010 RL Zoning District – Findings #8-#9
- Chapter 10.6 General Regulations – Findings #10-#13
- Chapter 10.8 Physical and Environmental Constraints – Finding #14-19
- Chapter 10.9 Land Division Standards – Findings #20-#38
- Chapter 10.10 Improvements Req'd with Development – Findings #39-#64

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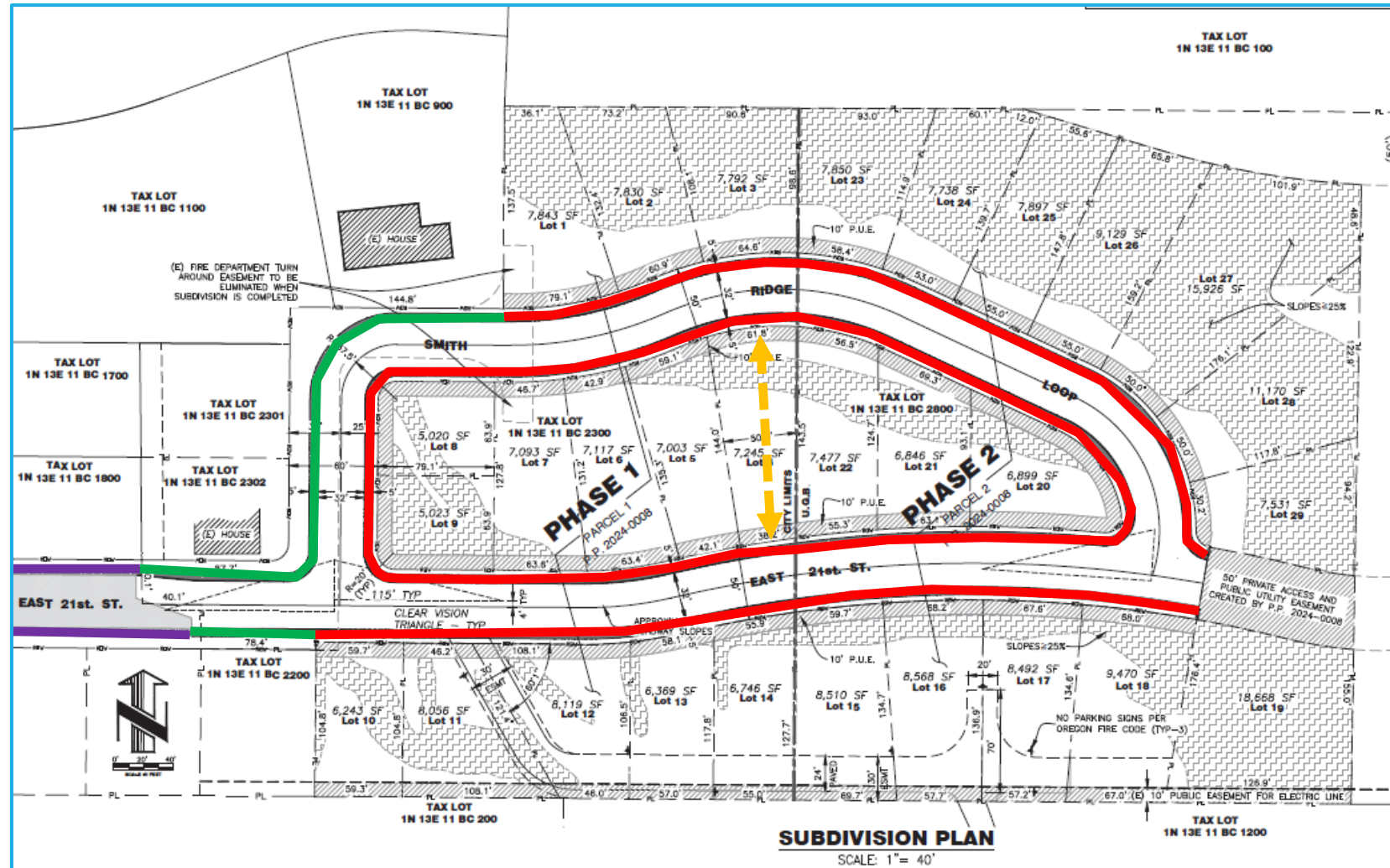
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- Chapter 10.9 Land Division Standards – Findings #20-#38
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Improvements

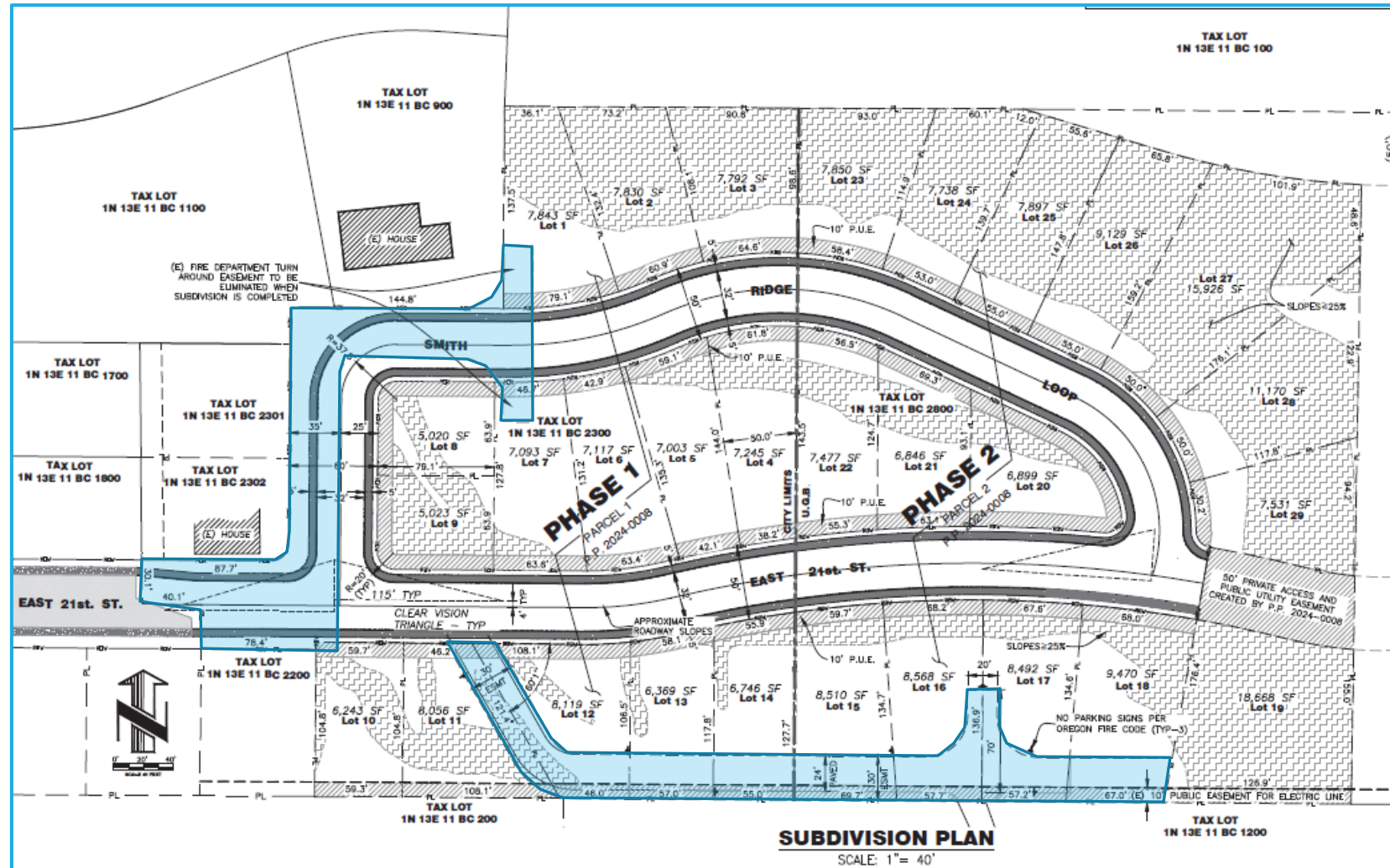
- Sidewalk Connectivity
- Accommodation for existing development
- Ped/Bike Path Req'd

-  New Sidewalks along new lots
-  New Sidewalks along existing parcels
-  Existing Sidewalks
-  Ped/Bike Path



Easements

- Northern – Full ROW improvements
- Southern - paved; no parking signs installed



Council Alternatives

- 1. Staff recommendation:** *Move to adopt Resolution No. 25-021A, a resolution denying the Appeal and affirming the approval of Subdivision Application No. 86-24 (as set forth in Planning Commission Resolution No. PC 627A-25) based upon the evidence in the record and the findings and conclusions set forth in the Agenda Staff Report dated May 12, 2025, including the conditions of approval.*



City of The Dalles City Council

MONDAY, MAY 12, 2025 | 5:30 PM

1639 E. 21st Street
The Dalles, OR 97058
May 10, 2025

The Dalles City Council
313 Court Street
The Dalles, Or 97058

Re: Application Number APL 39-25

This is in response to the Notice of Public Hearing that announced a hearing for May 12, 2025. We own the property denoted on Assessor's Map No. 1N 13E BC as Tax Lot 2301. Our property will be directly across the street planned for subdivision SUB 86-24.

We have two major concerns to bring before the Council:

- Lack of a second street for entrance/egress to the proposed subdivision.
- Possibility of prolonged inconvenience, especially during improvement construction.


We address these concerns as follows:

There is a clear need for the subdivision to be served by a second street for entrance/ egress. The 2022 traffic impact study states that, on average, 302 daily vehicle trips into and out of the subdivision can be expected. We posit that these trips will occur in about 18 hours, resulting in 17 vehicles per hour on average, some fraction of which will be directly in front of our house. We consider it reasonable to ask the City to require a second street connecting the subdivision to exterior areas of the city as a condition of final approval. This may require additional planning and engineering but overall will enhance the safety and accessibility to the subdivision. We were provided a plat of the proposed subdivision dated January 29, 2024. That plat shows a 50 ft "private access and utility easement" extending eastward from East 21st Street, suggesting that East 21st could possibly be connected with other public streets at some point external to the subdivision. We ask that the possibility of making such connection be addressed, with adequate feasibility study.

We also ask that the city impose requirements on the developer to limit our exposure to construction inconvenience such as impaired access to our property (primarily during street/sidewalk and utility installation); impaired parking availability to our residence; etc. We have noticed that it's not unusual for improvements construction in similar situations to become delayed, leaving the project incomplete for extended periods. It is reasonable for the City to protect our quality of life by requiring that the heavy development (street and sidewalks) be completed in a reasonably short time period. On a more personal note, we are elderly (octogenarian) residents and do not want to be forced to navigate the steep hill on foot between our house and East 21st Street to procure groceries, collect mail, or initiate errands.

We will appreciate the Council's attention to our concerns.

Yours respectfully,


Lowell R. Smith


Dorothy N. Smith

May 12, 2025

City of The Dalles
313 Court Street
The Dalles, OR 97058
Community Development Department

Re: Comments on Notice of Public Hearing Regarding APL 39-25

I am the owner of the property denoted as Tax Lot 2302. I am providing comments regarding the appeal of the Notice of Administrative Decision SUB 86-24 dated April 28, 2025.

I have 3 major concerns regarding the approval of this subdivision.


1. The lack of a second street for entrance/exit
2. The possibility of prolonged inconvenience, especially during improvement construction
3. The meaning of reference to an "improvement district" in 4.j. of the Notice of Administrative Decision SUB 86-24 dated March 21, 2025

I would like to refer you to the comments submitted to your department by Lowell and Dottie Smith regarding this same Notice of Public Hearing. I strongly concur with their comments regarding #1-2 above. I agree that further exploration of a connection between East 21st Street and other eastward public streets is crucial to the safety of this subdivision. I am also concerned about the limited and challenging access to my property due to the extensive construction that will take place for development of this subdivision and feel a better plan needs to be in place ahead of time to ensure my and my neighbors' safety.

Lastly, I am very concerned regarding #3 above. This reference is vague and does not ensure that this "improvement district" would have to meet the same conditions that have been outlined for the developer in the March 21, 2025 Notice of Administrative Decision. I request that this option of forming an "improvement district" be removed from the Community Development Department's approval of the subdivision.

I regret that I will miss the Public Hearing due to employment demands. Thank you for accepting my comments.

Sincerely,



Kathleen J. Wilder
1637 E. 21st Street
The Dalles, OR 97058

SUB-86-24 Community Objections

Neighborhood Association for Responsible Development (The Dalles-Smith Ridge)

May 2025

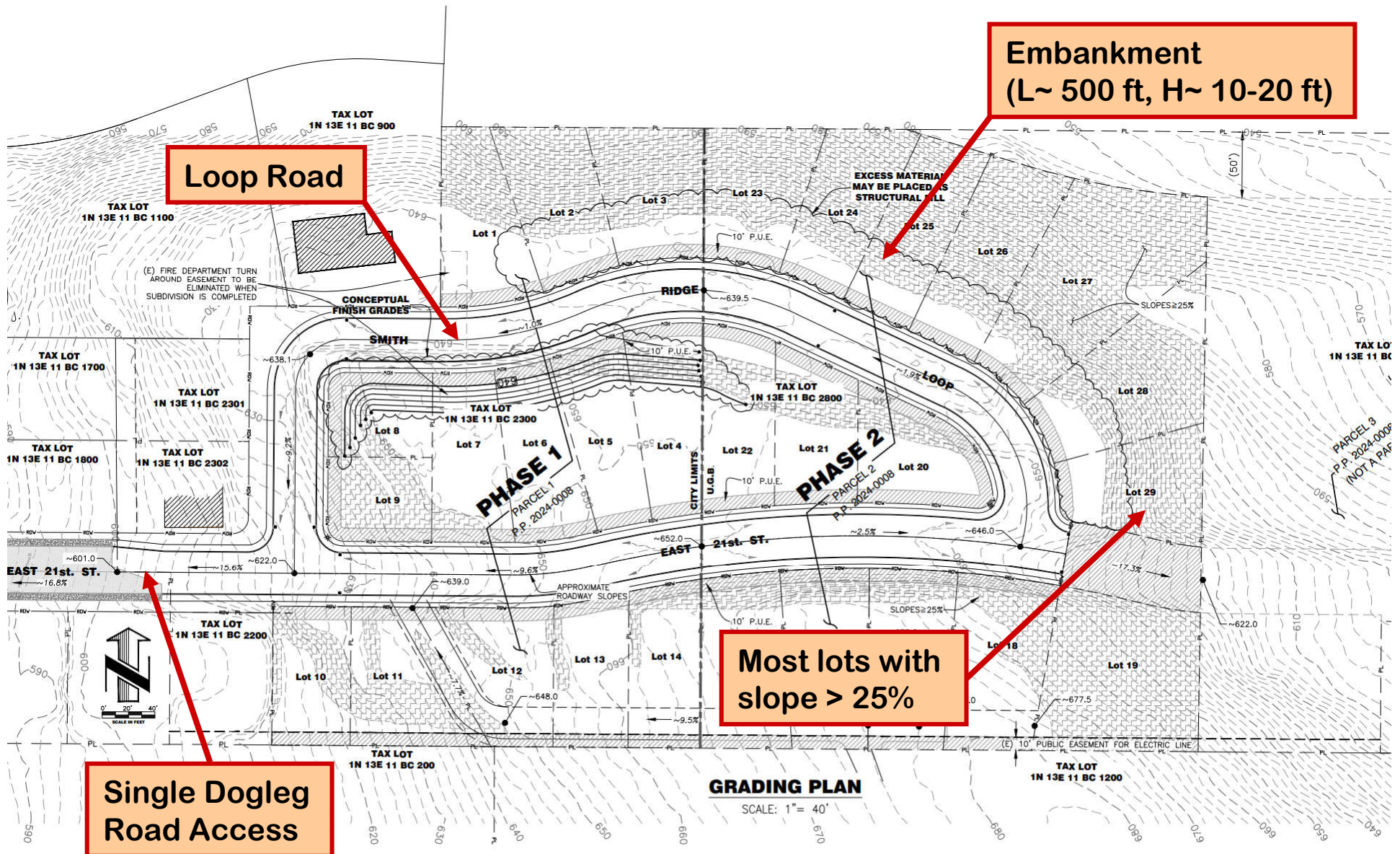
Summary

SUB-86-24 creates serious safety hazards and nuisances in a wide area

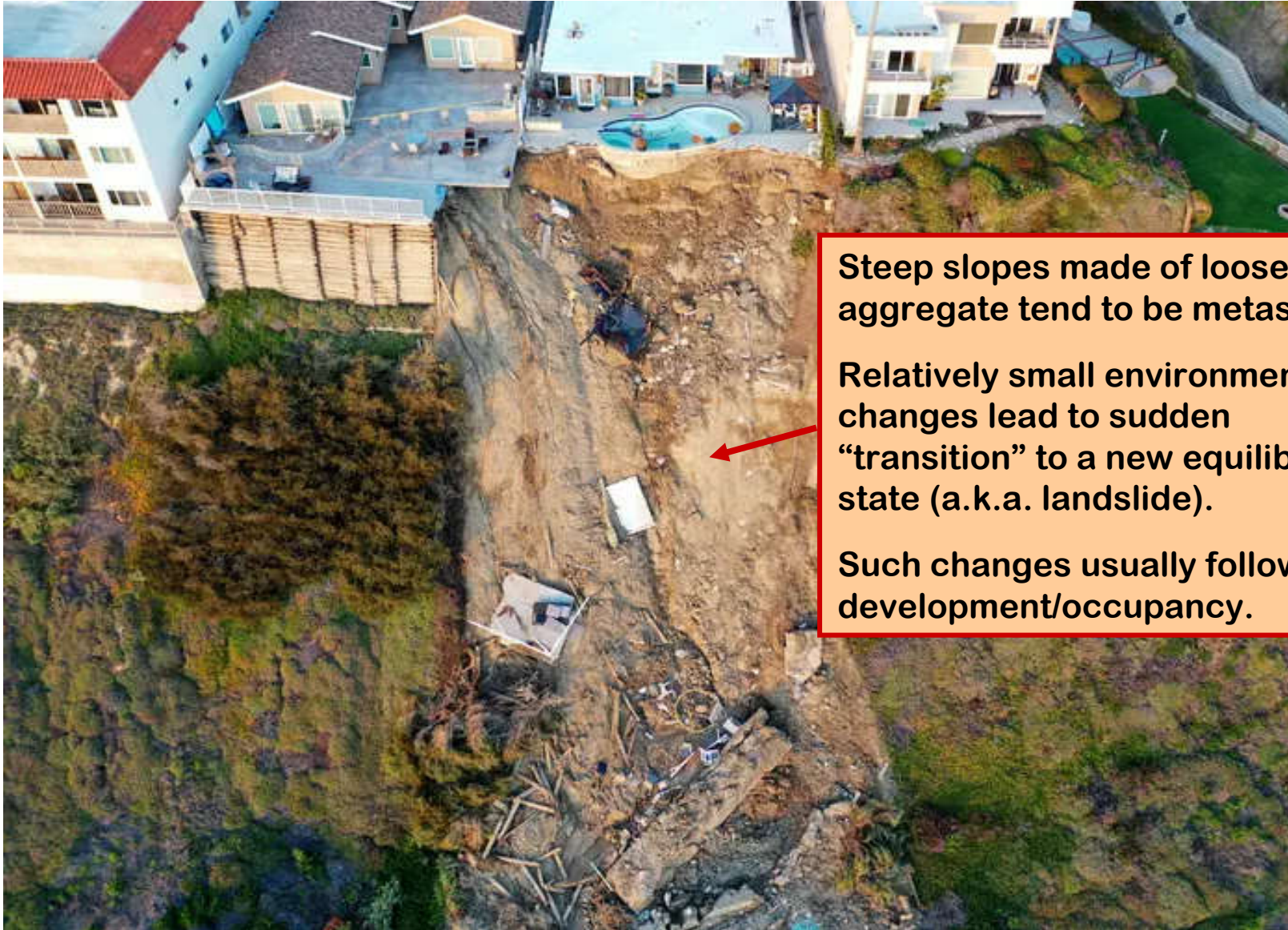
Hazards can be reduced to acceptable levels by reasonable conceptual redesign

Do not rush to affirm a poorly conceived development with problems for many

SUB-86-24 As Of March 2025



Lessons From Luxury Bluff Homes



Steep slopes made of loose aggregate tend to be metastable.

Relatively small environment changes lead to sudden “transition” to a new equilibrium state (a.k.a. landslide).

Such changes usually follow from development/occupancy.

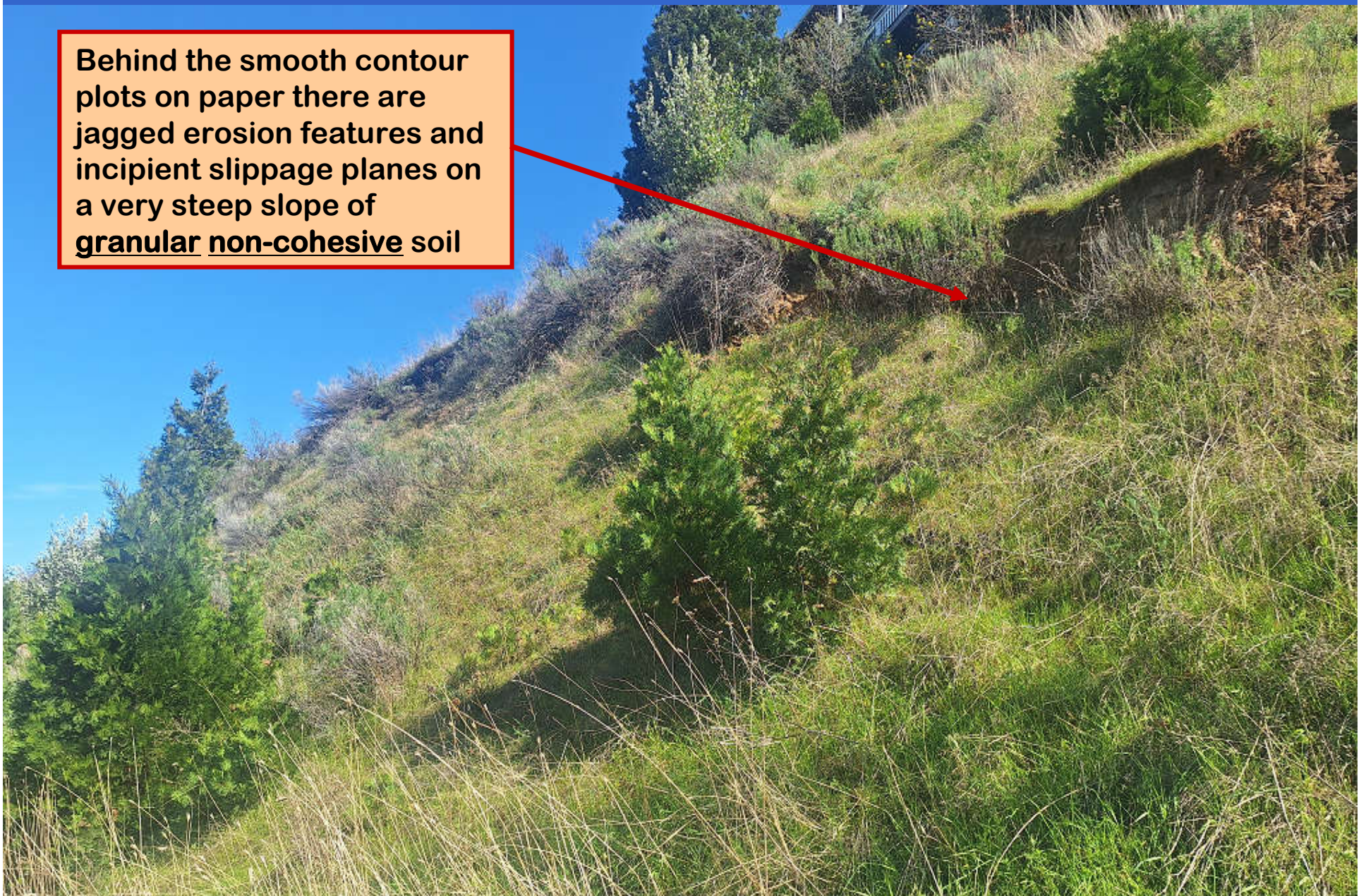
“Engineered Fill ... on a Hill”



Steep slopes cannot be made livable by fill and compaction from above. Slippage planes will form and progress to collapse.

“Smith Ridge” Actual Hill

Behind the smooth contour plots on paper there are jagged erosion features and incipient slippage planes on a very steep slope of granular non-cohesive soil

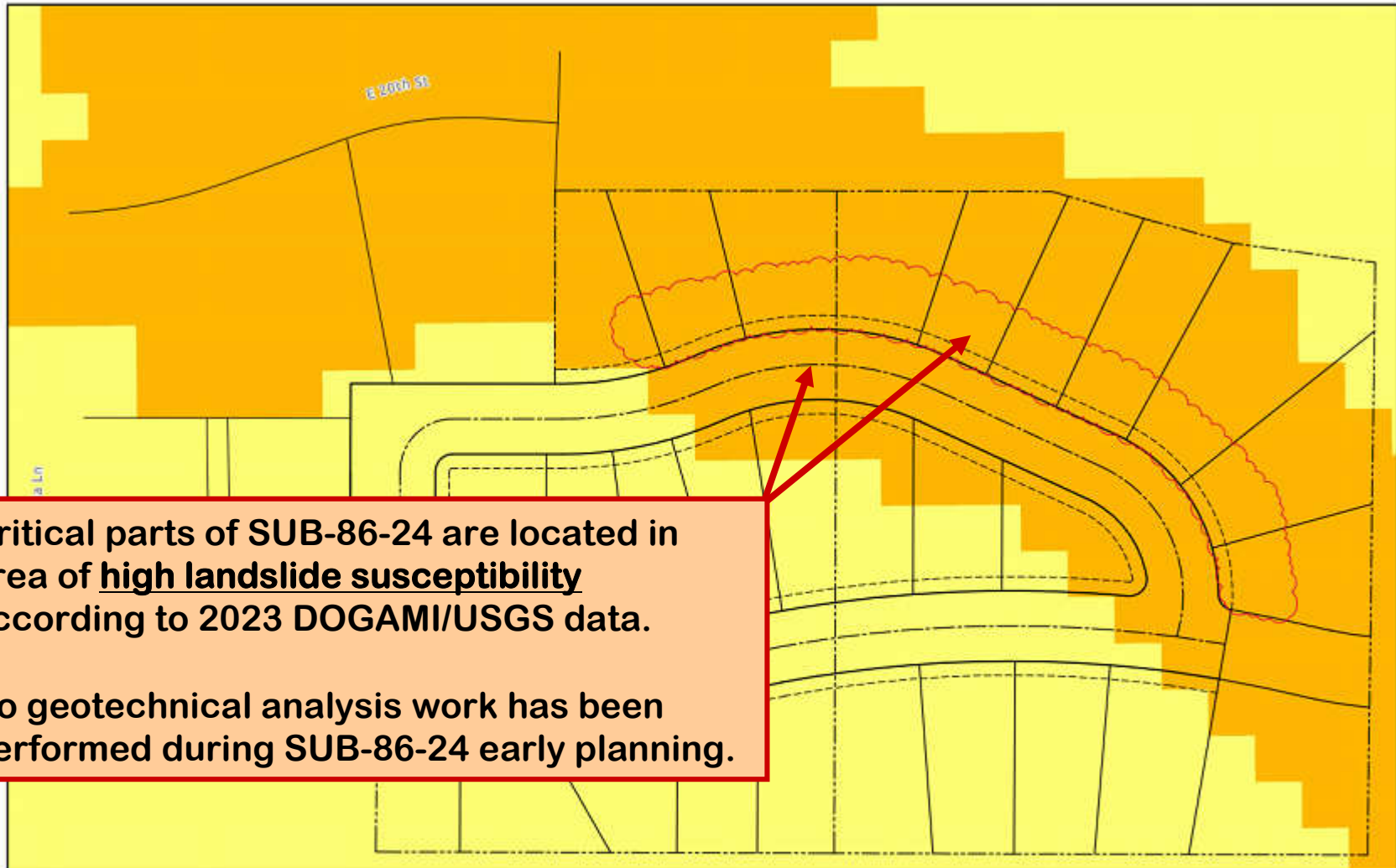


“Smith Ridge” Actual Hill

Despite established native plant cover, the slope is highly vulnerable to small hydrological disturbances. For example, new fissures and slippages appear after every rainy season (and also from accidental irrigation mishaps).



Regional Landslide Hazard



Critical parts of SUB-86-24 are located in area of high landslide susceptibility according to 2023 DOGAMI/USGS data.

No geotechnical analysis work has been performed during SUB-86-24 early planning.

April 15, 2025

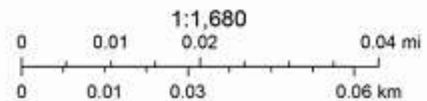
Regional Landslide Susceptibility (scale at 1:500,000)

Low

Moderate

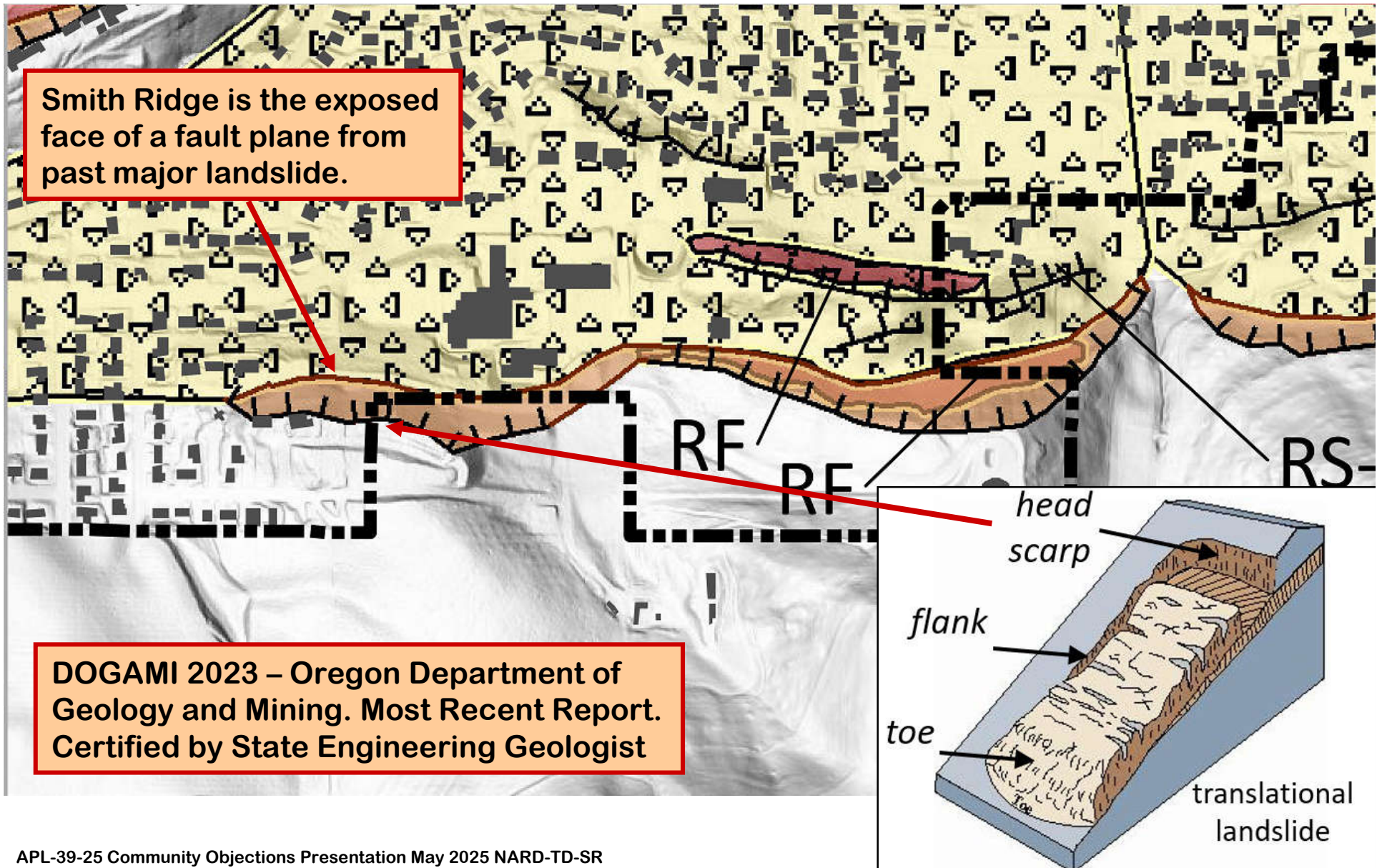
High

Very High

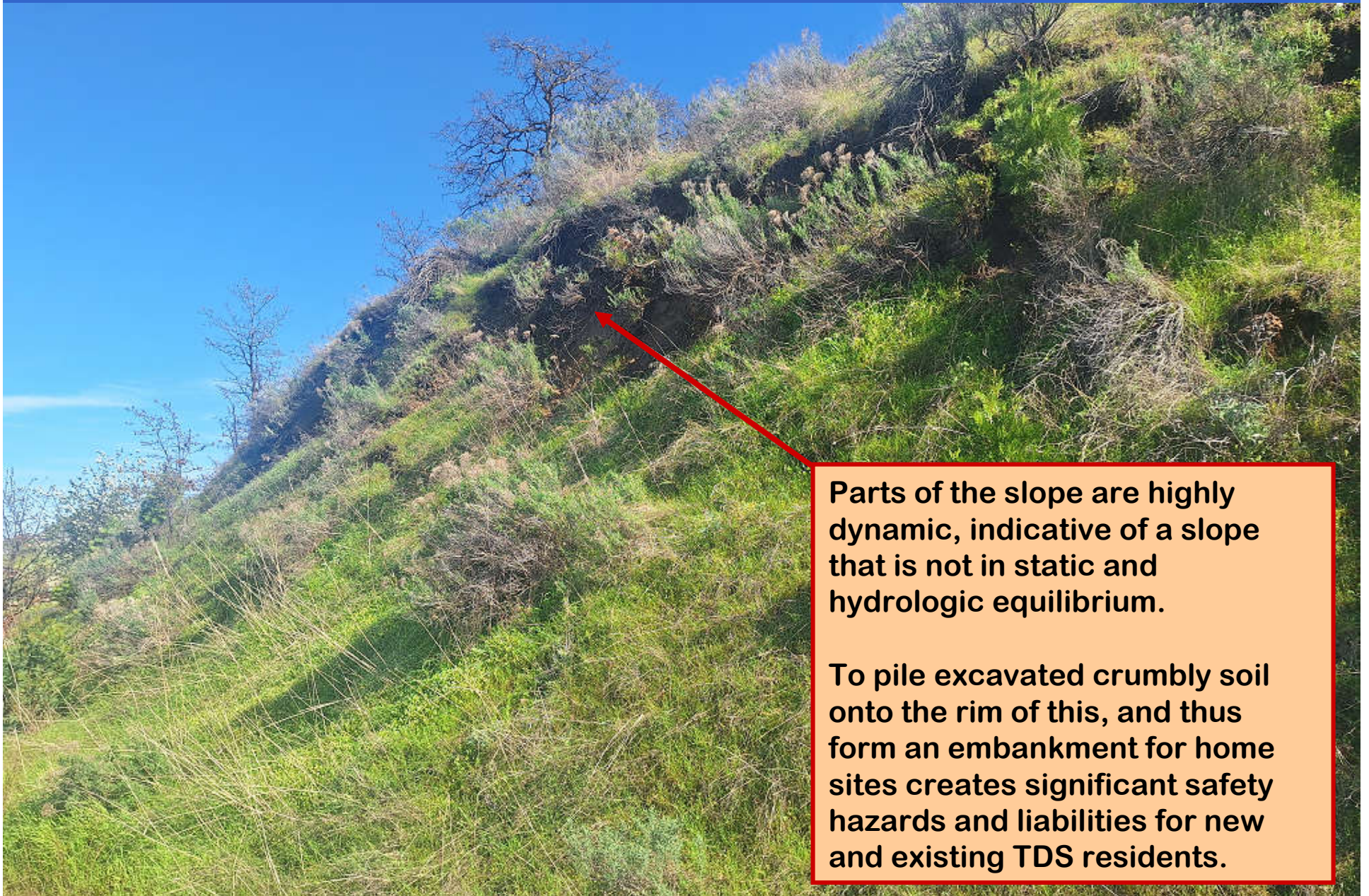


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Smith Ridge Is a Head / Fault Scarp



“Smith Ridge” Actual Scarp



Parts of the slope are highly dynamic, indicative of a slope that is not in static and hydrologic equilibrium.

To pile excavated crumbly soil onto the rim of this, and thus form an embankment for home sites creates significant safety hazards and liabilities for new and existing TDS residents.

Driver View, Viewcourt-E21 SB

Even on a good day, drivers have no visibility into incoming side traffic.

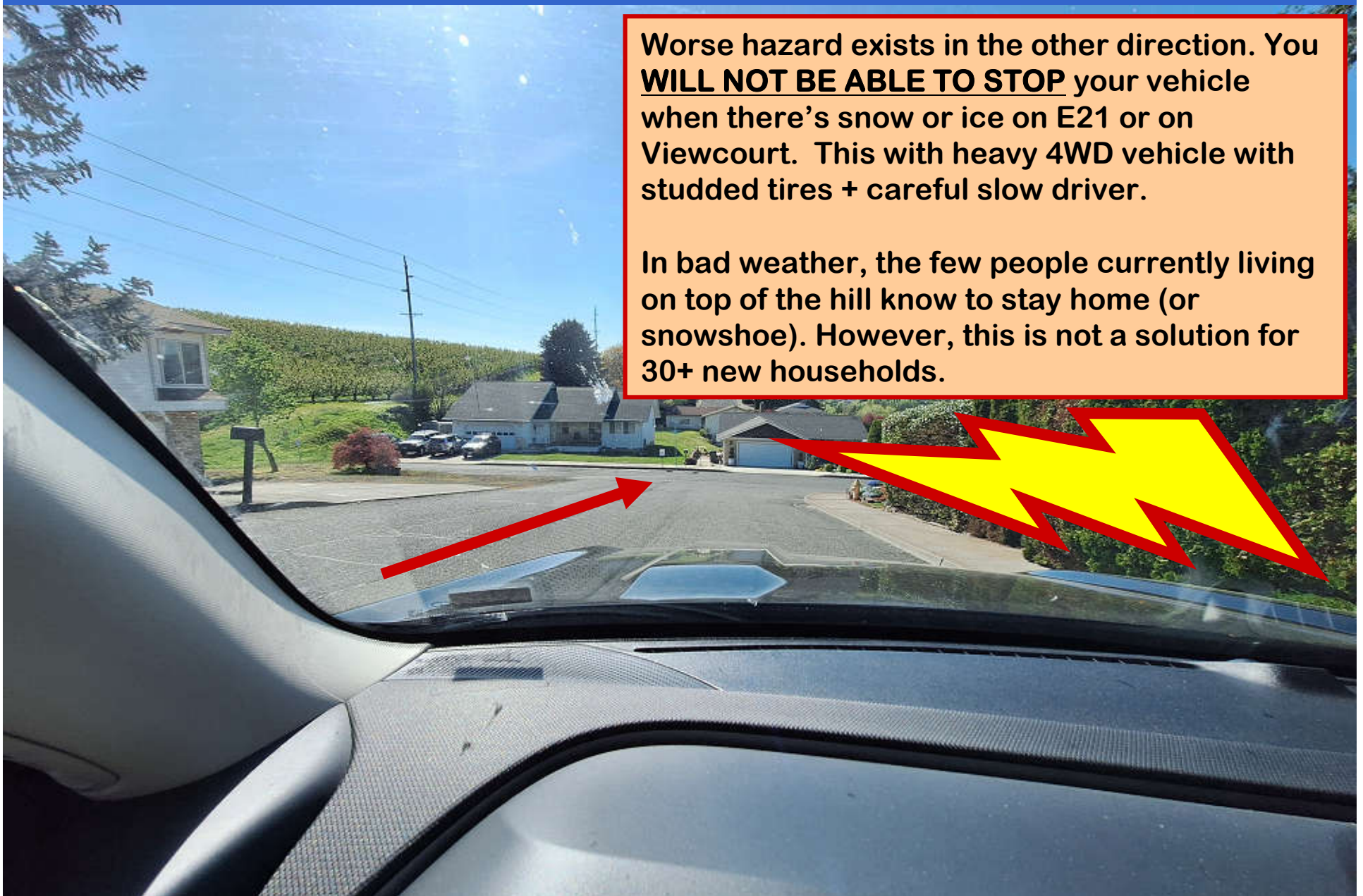
This wide-angle picture understates the risk – the intersection is much closer/steeper than it looks on camera, and the street is usually restricted by parked vehicles.



Driver View, E21-Viewcourt WB

Worse hazard exists in the other direction. You **WILL NOT BE ABLE TO STOP** your vehicle when there's snow or ice on E21 or on Viewcourt. This with heavy 4WD vehicle with studded tires + careful slow driver.














In bad weather, the few people currently living on top of the hill know to stay home (or snowshoe). However, this is not a solution for 30+ new households.



Landslide debris fan -> MCMC and homes downhill of scarp

Scarp has thick grass/brush cover that is hard to control due to slope and soft soil. A conflagration would spread eastward towards NWCPUD/BPA infrastructure.

SUB-86-24 Hazards / Nuisances

Problem	Summary	Injury or Fatality	Loss of Property	Loss of Peace
Landslide	As conceived, the development creates substantial risk of large landslides on scarp, affecting wider community and infrastructure below.			
Unsafe Single Road	In winter, the top of E21 often becomes inaccessible. Corners have practically zero visibility, year round. Emergency vehicles hampered by steep slope.			
Wildfire Risk	In summer, undeveloped slopes will be at increased fire risk – think of 20+ vacation homes July 4 th parties! Major PUD/BPA infrastructure downwind.			
Land Movement	Steep local soils are liable to subsidence and slippage. Also, SUB-86-24 dramatically alters the natural hydrology, including runoff patterns.			
Lot/Driveway Grades	Most lots feature excessive grades, and will require impractically steep driveways and hazardous retaining walls.			
No Orderly Development	Unusual development plan will subject many current residents to 5 years or more of construction nuisance (noise, pollution, interdiction of access...)			
Multiple Plan Defects	Many design problems, related to drainage, grading, street design...etc. are detailed in the full text.			

Why So Many Problems ?

- Loop road “pushes” home sites onto scarp, and requires massive embankment
- Over-aggressive home site design
- Disregard of physical constraints and local conditions
- Lack of developer experience
- Current procedure “kicks the can” down to engineering/building codes at the lot level.

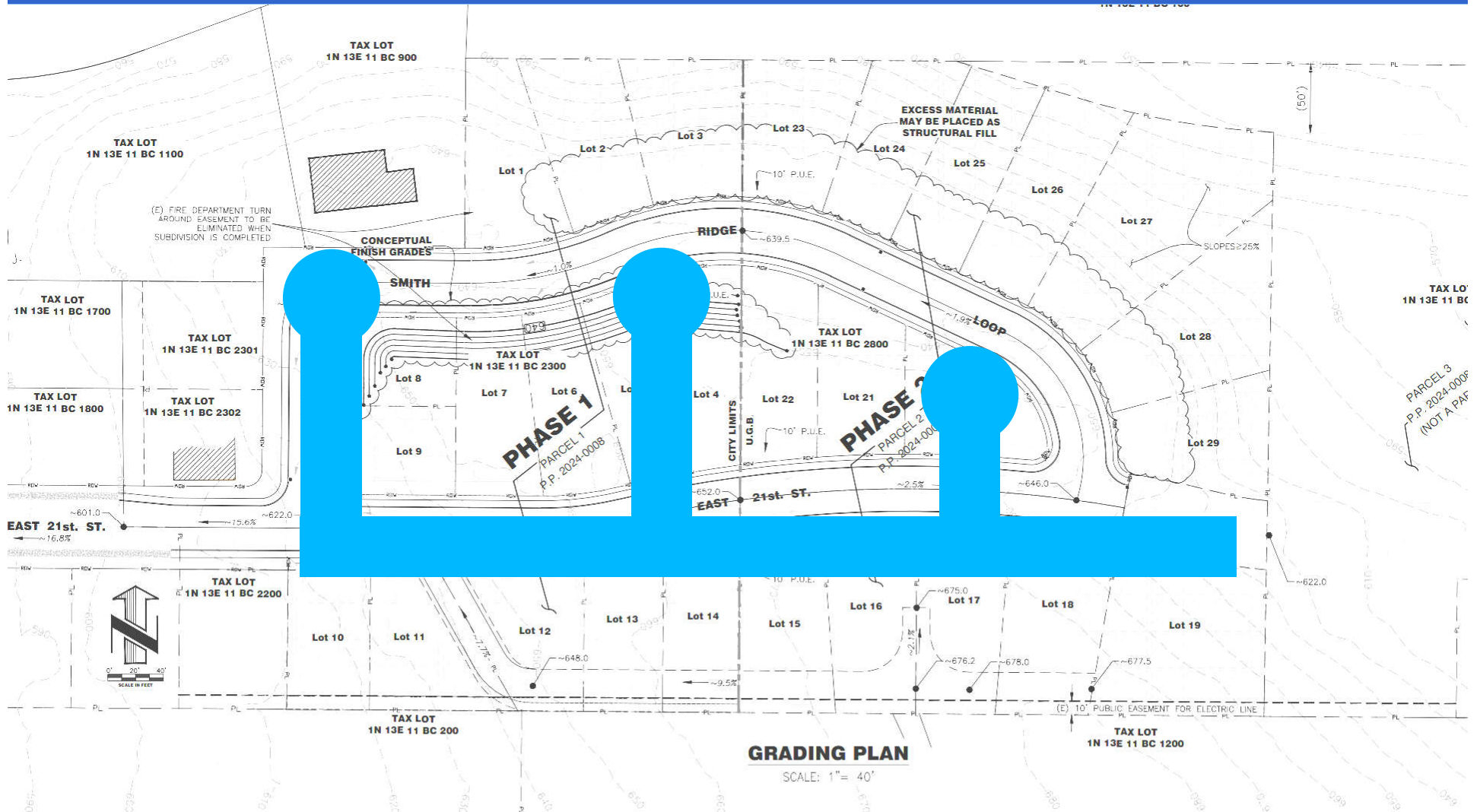
Can There Be A Solution?

Seek Solutions Early!

**Address Core Problems At Initial
Subdivision-Level Planning Stage**

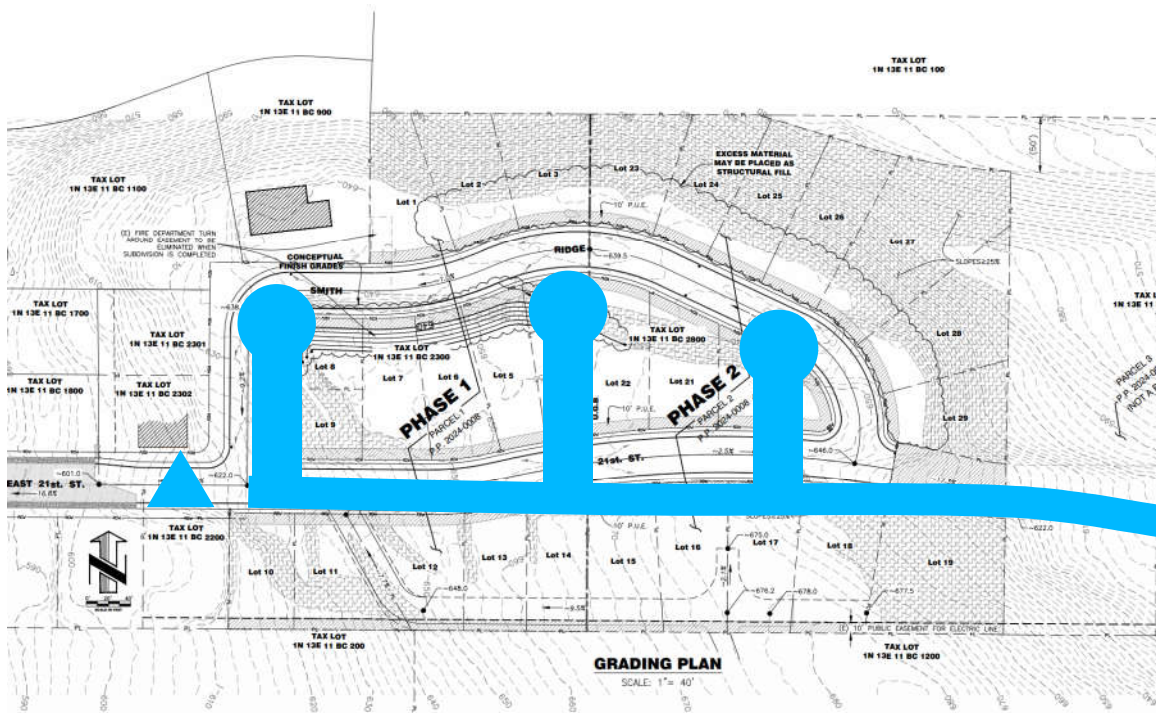
**“An ounce of prevention is
worth a pound of cure”**

Solution Element A Short Cul-De-Sacs



Solution Element B

Eastward Extension of E 21st



Redesign Solution Advantages

- **Greatly reduced landslide hazard**
 - Does not push homes onto scarp !
 - Reduces talus/scarp destabilization
 - Reduces adverse hydrological effects
- **Many additional benefits**
 - Streets act as natural fire-breaks
 - Reduced home site exposure to traffic
- **Many advantages for the developer**
 - Less road and utility construction
 - Lower home cost
- **Still allows for reasonably dense development**

Conclusion And Appeal

- **Serious safety hazards and nuisances are inherent in the current layout of SUB-86-24**
- **Affirming SUB-86-24 as is will brand forever these problems into our neighborhood**
- **Relatively simple and fair design solution reduces major problems to acceptable levels**
- **Community plea to remand SUB-86-24 for redesign featuring such solutions**

APL 039-25

COMMUNITY OBJECTION TO SUB 86-24

WHEREAS we the undersigned residents of the neighborhood of SUB-86-24 consider that the subdivision as currently planned poses serious safety hazards and multiple nuisances listed below;

Whereas we consider that the most significant of said hazards/nuisances are due to a design defect in the SUB-86-24 conceptual layout;

Whereas we consider that said hazards/nuisances can be substantially reduced through a redesign of the subdivision layout, the conceptual elements of which are described below, and referred to as “Solution Element A” and “Solution Element B”;

Whereas we consider that said hazards/nuisances cannot be addressed on a piecemeal basis at some later time during final plat approvals, physical constraint permitting or building codes examination;

Whereas we are concerned that an affirmation of SUB-86-24 as currently laid out will instead “bake in” grave safety hazard into our neighborhood in perpetuity;

Whereas there are remaining procedural defects in SUB-86-24 as outlined below, which create multiple nuisances, potential damages, and loss of peaceful enjoyment of property for new and existing area residents;

WE THEREFORE petition the Council of The City of The Dalles to:

- (a) not rush to affirm SUB-86-24 on procedural grounds
- (b) take time and carefully consider the grave safety hazards arising from SUB-86-24
- (c) remand SUB-86-24 to be redesigned to incorporate simple, inexpensive and effective solutions such as “Solution Element A”
- (d) adopt “Solution Element B” as future City Transportation Plan revision
- (e) cure other relatively minor defects in SUB-86-24 through additional conditions of approval as proposed below.

Doing so will not only uphold the intent of our Municipal Codes to create safe and comfortable living for residents of the City – it will also lead to a Smith Ridge development that will truly honor the memory of Mr. Donnell Smith. Thank you for your consideration.

APL 039-25
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A.3	Increased wildfire risk	Hazard	Loss of life / injury / loss of property	7
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Community Objection #A.1: Substantial Landslide Risk From Poor Layout	
Type	Hazard
Area of Impact:	SUB-86-24, homes downhill of SUB-86-24, Mid-Columbia Medical Center, E19 to E21 Streets, homes downhill of MCMC
Liabilities:	Loss of Life / Injury / Loss of Property
Applicable Standards:	§10.1.020.010 / TH5023 TDS Comprehensive Land Use Plan

As currently conceived, SUB-86-24 provides for substantial construction on the steep slopes of the head scarp commonly known as “Smith Ridge”. The construction includes a public road (Smith Ridge Loop, aka “Loop Road”) and multiple home sites, located on an artificial embankment (“Embankment”). The embankment may be created onto the scarp by means of cut and fill-in with excavated soil taken from other parts of the subdivision.

Unlike other scenic bluffs in The Dalles which consist of basaltic outcrops, Smith Ridge appears composed of non-cohesive granular Type C soil. On the most recent certified geological engineering maps of the State of Oregon (“DOGAMI 2023”). Smith Ridge is identified as a fault scarp. In layman terms, Smith Ridge is the raised remnant of the edge of a previous landslide. On DOGAMI 2023, the head scarp is identified as an RF area (area of substrate fall due to excessive steepness), and the boundaries of the scarp are identified as the exposed fault lines of previous landslides. Additional online resources by DOGAMI provide projective analysis of landslide risks, which show an area of high landslide hazard cutting through the planned subdivision.

These findings are consistent with the decades-long experience of local residents, who know that the steep slopes of Smith Ridge are unstable and highly vulnerable to slippage and erosion from seasonal runoff. Of particular concern is the connection between changes in drainage as result of construction and earth movement. There is a well established correlation wherein changes in hydrology trigger movement along slippage planes and lead to landslides in unstable soils. These findings are visually reported in the companion slide presentation to APL-39-15.

No site-specific geotechnical studies have been conducted during the planning of SUB-86-24 to ascertain the safety and feasibility of the massive earthworks planned. Engineering plans for the proposed cut-and-fill for the embankment and loop road have not been submitted. The 2011 City of the Dalles Geologic Hazards Study is focused on areas more conducive to residential development than Smith Ridge. In addition, DOGAMI 2023 appears to incorporate new information and richer data than previous studies. It is the clear intent of §10.1.020.010 of The Dalles Municipal Code that land development should be conducted in a safe and responsible manner. This principle is also clearly affirmed in TDH5023, which states that “unless supported by a qualified geologist, single family homes must not be located in areas of active geologic hazards, or on lots with slopes exceeding 20%”.

From a procedural standpoint, it may be that the intent of our land development laws has not been upheld in SUB-86-24, because such large subdivisions are relatively recent in the City, and detailed prescriptive code provisions do not encompass them as yet.

In our opinion, SUB-86-24 creates substantial risk of land movement, including major risk of an area-wide landslide, also affecting the Mid-Columbia Medical Center and residents downhill of SUB-86-24. The consequences of this hazard could be substantial injury, loss of life, and loss of property. This grave hazard arises from the overall layout of the subdivision, where the loop road pushes home sites onto the unstable slopes of the head scarp, and requires a massive embankment of uncertain feasibility and sustainability.

Ref: (DOGAMI 2023) Oregon Department of Geology and Mining, Open File Report O-23-02
Landslide Inventory and Risk Reduction Of the North And Central Portions of Wasco County
https://drive.google.com/file/d/1uLHi3nW_OIdx9HECIPOzGZnLCnIK3lyQ/view?usp=drive_web

Proposed Community Solution: Instead of a loop road, the planned subdivision could instead be organized around short cul-de-sacs extending from East 21st Street to the north. Such layout would still allow the Developer to achieve sufficient density with magnificent views, while avoiding pushing home sites and infrastructures into an area of high hazard. This layout is referred to as **“Solution Element A”** in this document, as it provides multiple other safety and public peace benefits (including cost benefits to the Developer).

We consider that the present conditions of approval of SUB-86-24 (which simply delay necessary geotechnical/engineering due diligence for a later, possibly piecemeal action) fail to cure the substantial landslide risk created by aggressive design and massive earthworks on unstable slopes. If let to stand, the current affirmation of SUB-86-24 simply “bakes in” this poor layout in our City at perpetuity. Moreover, as time moves on, there is the risks that “corners are cut” during construction given the substantial cost of earthworks involved in the embankment and the loop road. Responsible redesign of the subdivision from the onset - incorporating concepts such as “Solution Element A” - may be the sole practical way to move forward.

Community Objection #A.2: Unsafe Motorist/Pedestrian Conditions On Single Access Road	
Type	Hazard
Area of Impact:	Dogleg Segment of View Court and East 21 st St
Liabilities:	Loss of Life / Injury / Loss of Property
Applicable Standards:	§10.1.020.010 / §10.10.060(a)(1) / §10.10.060(j)(2)
<p>The subdivision as planned is accessible only through a steep “dogleg” consisting of View Court and East 21st St. Three distinct vehicular hazards exist on this dogleg:</p> <ol style="list-style-type: none"> 1) The single access road is characterized by an extremely steep grade (~16%) and becomes unsafe during winter weather. In fact, during snow/ice conditions, vehicles heading downhill are frequently unable to stop (despite the City efforts to clear and sand the road). As a result, the location of the proposed subdivision on top of the ridge becomes inaccessible during significant time periods. 2) Due to street grades and roadside environment features, several points of the dogleg have zero visibility of oncoming traffic. Even at speeds below the posted 20 mph speed limit, unexpected obstacles on the roadway would be closer than the vehicle stopping distance. This creates substantial risk to vehicles, pedestrians and children. 3) The steep grades may limit access by heavy emergency vehicles when this access is most critical. Such limitations have occurred the past even with the small number of people here. <p>These access problems have not been addressed by the Traffic Impact Study commissioned by the applicant. The study focuses on average traffic density, and appears unaware of these highly localized hazards. At present, only a small handful of mostly retired residents are exposed to the foregoing hazards, which makes them unremarkable as far as public safety is concerned. The few of us living on top of Smith Ridge know to stay put, and drive at crawling pace with 4WD studded tires (or even snowshoe downhill) if there is a pressing need to exit during winter weather. We also know where to come to a halt to avoid blind spot collisions.</p> <p>However, with 100+ new residents (and guests) in the planned subdivision, the foregoing access road hazards/limitations create an untenable public safety situation for all. The situation may be also unprecedented. During the affirmation of SUB-86-24, one commissioner made the comment that “...well, there are other steep roads in town...”. We however question whether there’s really a comparable situation where such large number of future residents shall be sequestered in one place accessible through a single roadway having such grade and safety issues.</p>	

It is the clear intent of §10.1.020.010 of The Dalles Municipal Code that City streets should be safe and comfortable for motorists and pedestrians. It has been argued that SUB-86-24 meets these requirements because it complies with the letter of select provisions of Chapter 10. We respectfully submit First, the traffic study has not addressed the real safety issues with the single access to the planned subdivision, and thus does not meet the requirements of §10.10.060(a)(1). Second, while the roads within SUB-86-24 do not exceed the grades prescribed in §10.10.060(j)(2), forcing 100+ new residents and their guests to access the subdivision through the currently largely unused dogleg is tantamount to creating a new street - and should be treated as such in order to comply with both the letter and the intent of Chapter 10.

Proposed Community Solution: East 21st Street could be extended to the east, and connected to a major collector on the eastern side of Smith Ridge. Such an extension would take place over land that is currently undeveloped, and therefore could be graded in a manner to create a viable year-round access road for the entire neighborhood. This would address the multiple hazards of the steep dogleg as sole means of access for bringing significant number of residents and guests to Smith Ridge.

This proposed action – or a similar solution - would also resolve other nuisances arising from SUB-86-24, and is referred to as “Solution Element B” throughout this document. We propose that as part of the approval of the subdivision, a resolution is taken incorporating the concept of “Solution Element B” as a future action in the City Transportation Systems Plan. Solution Element B does not need to be implemented immediately; however it should be substantially completed before Phase II of SUB-86-24 is permitted.

Community Objection #A.3: Increased Wildfire Risks	
Type	Hazard
Area of Impact:	Smith Ridge neighborhoods and areas east thereof, including areas holding critical BPA/NWCPUD electric power infrastructure
Liabilities:	Loss of Life / Injury / Loss of Property
Applicable Standards:	§10.8.010.010
<p>The steep non-buildable slopes of Smith Ridge are covered with an extensive swath of dense native vegetation. This swath cannot be removed or managed in a reasonable manner, because of the steep slopes of soft soil that prevents access by foot or by vehicles. Furthermore, excessive management of the vegetation is likely to cause undesirable erosion of the steep slopes of Smith Ridge, and thereby aggravate landslide and other land movement risks.</p> <p>The swath, stretching for considerable distance along the direction of prevailing winds, presents a significant wildfire risk. We consider that the large scale of the development, compounded by the steep-grade single-access dogleg road create conditions of heightened area-wide wildfire danger that have not been adequately addressed. The few mostly retired residents currently living on top of Smith Ridge are familiar with the wildfire risks and preventive actions characteristic of rural Oregon. The same cannot be affirmed with 100+ new residents and guests in luxury homes on top of Smith Ridge. It is easy to envision a July 4th party quickly degenerating into a miles-long conflagration on open land eastward towards NWCPUD and BPA power infrastructure. In fact, we current residents of Smith Ridge are treated to frequent exhibits of similar conflagrations from our neighbors on the other side of the river.</p> <p>The current condition of approval of SUB-86-24, requiring sprinklers for each individual home in the subdivision, does not address this hazard. The sprinklers may be effective in arresting a kitchen fire, but are irrelevant to the much larger-scale wildfire hazard that is created by the current subdivision design.</p>	
<p><u>Proposed Community Solution:</u> Solution Elements “A” and “B” together will provide considerable reduction of wildfire hazards. The cul-de-sacs of Solution Element “A” are perpendicular to prevailing winds, and provide more effective firebreaks and isolation in case of grass fires. Solution Element “B” provides a practical road access for emergency vehicles, and makes it much easier to manage fire hazards in the area. Reasonably designed roads and driveways, as described throughout our objections, will reduce the obstructions that street parking of resident vehicles will otherwise create, and facilitate access to the wild swathes of vegetation on Smith Ridge.</p>	

Community Objection #B.1: Land Movement	
Type	Nuisance
Area of Impact:	SUB-86-24 and existing homes nearby
Liabilities:	Loss of property
Applicable Standards:	§10.8.010.020 / §10.8.010.030
<p>SUB-86-24 Plan C3 shows substantial home construction on Type C granular soil slopes of at least 25%. Attendant to the major risk of landslide on such terrain, is the continuous nuisance of land movement and development of small-scale slippage planes over time. Many residents of The Dalles with homes on substantially less steep inclines with similar soils experience extensive nuisances from such land movement – substantial foundation/slab cracks, uneven settlement, warped structures...etc.</p> <p>The municipal code has clear intent to minimize such nuisances to residents. This is provided by specific requirements on physical constraint permits, detailed building plans and building codes compliance. This regulatory structure works well for single home and other small-scale development. It may however fail for SUB-86-24, given its aggressive push against the physical constraints of the existing landscape, and the scale of earthworks required to site the planned home sites properly. We consider that land movement problems should be considered and alleviated early on during the conceptual development stage. As affirmed, SUB-86-24 “bakes in” a poor layout into the neighborhood at perpetuity, and any new home built in the subdivision may face major land stability challenges requiring engineering heroics with substantial cost and probability of deterioration/failure.</p> <p>Another aspect of possible land movement nuisance from SUB-86-24 are induced effects from the development, either through changes in areal drainage patterns, or through construction failure (e.g. financial failure causes construction to be abandoned with unfinished earthworks left open). There are well-recognized connections between drainages changes and the induction of earth movement. Several existing properties in the neighborhood will be subjected to increased seasonal runoff from SUB-86-24, either as a result of construction work or from permanent grade alterations. Of particular concern is the loop road, which will act as seasonal runoff collector for a substantial surface area. It is not clear whether proposed drainage solutions – storm sewers and roof collection – truly address such problems.</p>	
<p><u>Proposed Community Solution:</u> A substantial number of hazards and nuisances originate from the poor layout of the subdivision. The common cure for all is better conceptual design. We recommend redesign along the lines of “Solution Element A”, which reduces or avoids many problems originating from the physical constraints of the site, combined with more detailed grade/drainage planning at the scale of individual home sites. By using short cul-de-sacs, the natural orientation of the landscape is respected and problems related to earth disturbance can be minimized at lower cost and risk.</p>	

Community Objection #B.2: Inadequacies in Driveways, Lot Grades	
Type	Hazards/Nuisances
Area of Impact:	SUB-86-24
Liabilities:	Injury, Loss of Property
Applicable Standards:	§10.6.060.030(C) / §10.6.060.040(C) / §10.8.040.020
<p>The Municipal Code has multiple provisions to ensure the safety and adequacy of individual home features such as driveways and retaining walls. For example, driveways slopes in excess of 10% require Engineer/Fire Marshal approval, and the preferred slope is <12%.</p> <p>As currently affirmed, SUB-86-24, places the majority of home sites on terrain with slope >25%. In many cases, it is unclear “how on earth” future residents will access their garages and homes in any way other than walking on steep surfaces. In addition, steep retaining walls may be required throughout the subdivision. Two homes already constructed “on the sly” from the original property have unprotected vertical retaining walls of height sufficient to cause fatalities to children and the elderly, or simply injure anyone walking around at night and falling over.</p> <p>These grade-related problems create significant safety and quality of life problems in the subdivision. These have been “swept under the carpet” during the affirmation of SUB-86-24, on the basis they’ll be addressed later through physical constraint permitting and building codes. However, this does not resolve the problems – it simply makes them a permanent feature of the neighborhood. Once a poor layout is affirmed, it becomes impossible to alleviate hazards and nuisances through better overall design. Instead, the community is forced to rely on awkward and expensive construction on individual home sites, of effectiveness already limited by poor initial design.</p> <p>These grade-related defects need to be also considered in the context of accessibility challenges discussed in Objection A.2 and thereafter. Winter weather makes steep driveways impractical and a source of runoff infiltration into homes. Impractical driveways make people park on street. With reduced ROW, the subdivision will quickly become clogged in a manner to impede emergency access.</p>	
<p><u>Proposed Community Solution:</u> A substantial number of hazards and nuisances originate from the poor layout of the subdivision. The common cure for all is better conceptual design. We recommend redesign along the lines of “Solution Element A”, which reduces or avoids many problems originating from the physical constraints of the site, combined with more detailed grade/drainage planning at the scale of individual home sites. By using short cul-de-sacs, the natural orientation of the landscape is respected and problems related to earth disturbance can be minimized at lower cost and risk.</p>	

Community Objection #B.3: Lack of Orderly Development	
Type	Nuisance / Planning Defect
Area of Impact:	SUB-86-24 and existing homes on access roads to subdivision
Liabilities:	Loss of property, loss of peaceful enjoyment
Applicable Standards:	§10.8.010.010, §10.3.030.070, §10.3.030.070(C) , §10.10.060(D) & (E)
<p>It is not clear how long the developer intends to keep SUB-86-24 in state of construction until the housing unit target goal is reached. Completion dates seem to vary between 2030 and 2032 depending on source. It is not clear either whether public improvements will be constructed outright, or extended piecemeal overtime as home construction progresses.</p> <p>Construction activities are disruptive and source of considerable nuisance to the community. This is particularly true in the case of Smith Ridge, considering the single access road. Homes along the access road – and especially residents along the existing dedicated alley – will be subjected to extreme nuisance, which includes noise, vibration, pollution, and interdiction of access.</p> <p>It the clear intent and priority of the Municipal Code to ensure that construction activities are carried efficiently and quickly, with minimum disturbance to residents. SUB-86-24 does not conform to this principle in its current form. It is unreasonable to subject the community to six years (or more!) of continuous construction nuisances simply to accommodate the financial objectives of the developer.</p> <p>View Court is a “dead end” providing the only access to 32 existing homes. SUB-86-24 adds an additional 29 homes to this existing “dead end”. Per §10.10.060(D) orderly development of properties adjacent to SUB-86-24 shall include the extension of public streets, drainage facilities, and erosion control measures through the site to the edge of the adjacent property. §10.10.060(E)(a) states that wherever a proposed development abuts unplatted land, street stubs shall be provided to access abutting properties or to logically extend the street system into the surrounding area. SUB-86-24 does not provide for future development to properties within the Urban Growth Boundary. It currently provides for a private access and public utility easement created by a previously recorded partition plat. Extension of City infrastructure will allow for the future development of a secondary outlet alleviating the single access dead end via View Court.</p>	
<p>Proposed Community Solution: (a) Developer to submit detailed project plan providing for a time scale of the order of 3 years (as a halfway compromise with §10.3.030.070) and proof of material capability to execute said plan; or (b) incorporation of Solution Elements A/B into the subdivision layout since these elements reduce disturbance to neighboring properties. (c) developer extends E. 21st Street to the east boundary of the site ensuring requisite access.</p>	

Community Objection #C.1: Negative Impact On Affordable Housing	
Type	Planning Defect
Area of Impact:	Citywide
Liabilities:	Unknown
Applicable Standards:	ORS Statutes And Directives / TH5023 TDS Comp. Land Use Plan
<p>During APL-38-25, City representatives supported a quick by-rights affirmation of SUB-86-24 on the basis that any development would alleviate the shortage of affordable housing in The Dalles. Despite the fact that SUB-86-24 plans a relatively small number of luxury “million-dollar view” homes, the City considered that migration into the subdivision would help alleviate said shortage, and satisfy regulatory pressure from the State of Oregon.</p> <p>We respectfully disagree with this opinion. On the contrary, we consider that SUB-86-24 will have a detrimental impact on affordable housing in The Dalles. The reason is simple. An important limiting factor for housing development in The Dalles is the limited base of construction and trade skills. Builders, craftsmen and supporting trades in the area are severely overbooked, with wait times often of the order of a year. This fact is well-known to several appellants, who have background in construction and development, and should be readily attested to by anyone who has hired contractors recently.</p> <p>By diverting scarce manpower/expertise to create massive earthworks (embankment and loop road) in order to set down a handful of luxury homes on the steep slope of Smith Ridge, the developer is actually exacerbating the shortage of affordable homes. The detrimental displacement of affordable housing for young families and middle class workers by luxury homes through constraints in construction capability could be considerable. Some sources claim that each luxury home may result in an effective loss of 0.5 affordable home units (e.g. https://nlihc.org/gap).</p>	
<p><u>Proposed Community Solution:</u> Adopt “Solution Element A” (short cul-de-sacs instead of embankment/loop road) into the conceptual design of SUB-86-24. This would free considerable local construction resources towards actually creating affordable housing.</p>	

Community Objection #C.2: Conflicting/Misleading Terminology	
Type	Planning Defect
Area of Impact:	SUB-86-24 and existing homes directly adjacent
Liabilities:	Loss of property
Applicable Standards:	§10.10.030
<p>Referencing Decision on APL-38-25 dated April 17, 2025 Section 4.j (Conditions Requiring Resolution Prior To Final Plat Approval)</p> <p>Section 4.j contains language providing the Developer with an alternative option to form an improvement district. This language may be construed in a manner that could allow the Developer to (1) delay public improvements, (2) implement public improvements on a piecemeal manner as homes are constructed, and (3) pass on the cost of any public improvements to new or existing individual homeowners. These are common practices concerning improvement districts.</p> <p>This is at sharp variance with the expectation created in prior conditions of approval of SUB-86-24 which seem to warrant that the Developer shall be responsible for all improvements, and that said improvements shall be implemented promptly in order to minimize nuisance to existing residents. An “opt out” is not acceptable.</p>	
<p><u>Proposed Community Solution:</u> Delete the following text contained in Section 4.j. “or have gained approval to form an improvement district for installation of required improvements for this subdivision”. Any subsequent decision pertaining to SUB-86-24 should require that titles to future homeowners in SUB-86-24 are furnished clear of encumbrances pertaining to public improvements planned in SUB-86-24.</p>	

Community Objection #C.3: Defect in Grading Plan, Other Plans	
Type	Defect / Indirect Hazards and Nuisances
Area of Impact:	SUB-86-24 and existing homes on access roads to subdivision
Liabilities:	Loss of property, loss of peaceful enjoyment
Applicable Standards:	§8.050 Erosion, Slope Failure, and Cuts and Fill
<p><u>§ 10.8.050.020 Runoff Control.</u> Any development which increases the natural runoff by decreasing the infiltration of the soil by any means shall conform to the following standards:</p> <p><u>A.</u> Roof Drainage. All roof drainage, except one- and two-family residential, must be collected, controlled and directed either by underground pipe or concrete or asphalt gutter to a City street or storm drain or to a natural watercourse. The method of control and conveyance of stormwater to the storm system shall be determined by the approving authority.</p> <p><u>B.</u> Hard Surface Drainage. All drainage from driveways, parking areas and other impervious surfaces must be collected, controlled and directed to a City street or storm drain or natural watercourse by underground pipe or concrete or asphalt gutter or disposed of on site. The method of control and conveyance of stormwater to the storm system shall be determined by the approving authority.</p> <p>The proposed development does not adequately provide for collection of stormwater runoff of Lots 12 -19. There is no conveyance system in East 21st Street east of Lot 11 and the 30-foot access easement. There are no utilities provided for in the access easement.</p> <p>Proposed connections to water and sanitary sewer for Lots 14 – 19 are not practical as shown. There is a 28 foot or more elevation difference from the building pad elevation to sub-street utility connections disrupting the existing >25% slopes. There are no public utility connections to Lot 19..</p>	
<p><u>Proposed Community Solution:</u> Due diligence in revising the site plan to accommodate existing natural features and incorporate safe and reliable design mitigating future landslide risks.</p>	

Community Objection #C.4: Insufficient Width of Right-Of-Way	
Type	Nuisance
Area of Impact:	SUB-86-24
Liabilities:	Loss of Property
Applicable Standards:	§10.10.060(K)(7) table / §10.10.060(J) / §10.10.060(J)(5) contradicting
<p>A person of ordinary skill – and perhaps even a specialist – would conclude that the proper street design for SUB-86-24 features street widths of either 32 or 36 feet, with ROW of 54 or 58 feet. This is the current street design for the neighborhood, and Art.10 affirms the intent of the law to preserve continuity in relation to existing streets.</p> <p>In the affirmation of SUB-86-24, the Community Development Department has argued that unpublished standards trump published law. As a result, SUB-86-24 features a narrow loop road at sharp variance with existing standards just as one enters the subdivision. The unpublished standards appear to still affirm a 50 ft ROW with 4-foot public planter area.</p> <p>There are well established standards for publishing laws and regulations – especially laws that have deep impact on the safety and property rights of residents. There are several cases where courts have upheld the properly published interpretation of the law. As written, there are significant contradictions in the Municipal Code Art.10.10.060 (K) tables and (J). However, regardless of whether it’s the clearly published or the private standards that apply, the loop road of SUB-86-24 does not respect either. In particular, the ROW does not show the planter space, and thus disguises the narrow width of the road (which is intended to serve long rows of homes whose owners are likely to park on the street).</p> <p>The loop road is a significant defect in the current conceptual design of SUB-86-24. If the loop road was held to the clear standards of §10.10.060(K)(7) applicable to subdivisions, then the narrow turns and massive embankment pushing homes onto the fault scarp would take a truly ludicrous appearance. The narrow width of this road, which currently may or may not be legal, presents a nuisance and potential hazard, in light of the deeper safety problems discussed in Objections A.2 and A.3.</p> <p>Note that a similar defect exists with regard to street centerline radii. Rather than challenge it independently, we hope that the suggested solution will be adopted, curing both problems at once.</p>	
<p><u>Proposed Community Solution:</u> Road design consistent with published Municipal Code, Art. 10.10.060(J) and table appended to (K)(7). This is easily achievable if “Solution Element A” is incorporated in the conceptual design of the subdivision.</p>	

Community Objection #C.5: Insufficient Drainage Plan	
Type	Defect
Area of Impact:	SUB-86-24
Liabilities:	Unknown
Applicable Standards:	§10.6.180.010(q) / §10.9.040.030(b)(2)(n) / §10.8.020.050(a)(13) -(b) / Potentially §10.9.050.050(b)(6) / §10.9.050.060(a)(1)(b)
<p>It is common practice for drainage plans to be prepared during the conceptual development of subdivisions. The Municipal Code clearly affirms this intent across several articles cited above.</p> <p>Yet, the applicant does not appear to have submitted a drainage plan – or at least a plan that conforms to what is typically referred to as drainage plan. There is no vector plot showing drainage direction and magnitude at regular intervals. There is no current vs. planned drainage plan, showing how the subdivision will alter natural drainage patterns in the area. Furthermore, on site visual impressions suggest there may be two incipient seasonal drainage creeks on the fault scarp that are within the property limits – these natural features are not shown on plans.</p> <p>It is important to note that SUB-86-24 is not an ordinary partitioning of a large flat piece of land. The subject property has complex and challenging geological constraints that could present substantial safety hazards to the community. The proposed development has features that are more reminiscent of planned development (or a commercial project) rather than an ordinary subdivision. We strongly feel that the initial due diligence should have been conducted considering this characteristic of SUB-86-24.</p> <p>Considering (a) the complex constraints, (b) the essential connection between drainage and earth movement in landslide-prone areas, and (c) the magnitude of the proposed earthworks, detailed drainage plans should have been submitted for SUB-86-24 at the conceptual stage.</p>	
<p><u>Proposed Community Solution:</u> Submit drainage plans, showing current and future drainage patterns, and natural drainage features such as seasonal creeks and basins.</p>	

Community Objection #C.6: Insufficient Grading Plan	
Type	Defect
Area of Impact:	SUB-86-24
Liabilities:	Unknown
Applicable Standards:	§10.9.040.030(b)(2)(n) / §10.8.020.050(a)(11)
<p>Sheet C3 of SUB-86-24 is titled “Preliminary Grading Plan”. It is not clear whether this is a conceptual or a detailed grading plan. It is not clear whether C3 shows existing elevation, or proposed elevation – or blend of both, as it seems to have been prepared mainly for street and utility assessment.</p> <p>One aspect that C3 makes clear is that extensive portion of the development will take place on slopes exceeding 25%. Close examination of elevation contours raises some doubt on whether C3 adequately represents the nature of the terrain over which planned development will take place. C3 leaves unsaid the true statistical distribution of slopes, which are much steeper than 25% in many parts of the development. We local residents know that portions of the fault scarp have current slippage planes that are nearly vertical (slippage areas that visually appear to be ~50% slope also exist on the southern side of the property). The smooth elevation contours of C3 do not seem to reflect this granular reality on the ground. We don’t know whether this is an artifact from lidar data that may have been post-processed by the vendor, or data smoothing applied in the modeling software used...etc.</p> <p>It is important to note that SUB-86-24 is not an ordinary partitioning of a large flat piece of land. The subject property has complex and challenging geological constraints that could present substantial safety hazards to the community. The proposed development has features that are more reminiscent of planned development (or a commercial project) rather than an ordinary subdivision.</p> <p>We strongly feel that the initial due diligence should have been conducted considering this characteristic of SUB-86-24. Grading plans incorporating industry best-practices should have been submitted on multiple sheets separate from C3, showing (a) existing elevation, (b) proposed elevation in particular around embankments and fault planes, (c) slope distribution, and (d) estimated cut-and-fill lines. Considering the gravity of landslide risks, and the challenges of building safe and comfortable homes on steep terrain, such plans should have been made and examined during the conceptual stage.</p>	
<p><u>Proposed Community Solution:</u> Submit grading information as outlined. We strongly feel that, had proper due diligence been conducted during conceptual design, the subdivision would have been laid out in a far less aggressive manner, similar to “Solution Element A”.</p>	

Community Objection #C.7: Insufficient Development Plan	
Type	Defect
Area of Impact:	SUB-86-24
Liabilities:	Unknown
Applicable Standards:	§10.8.020.050(a)(8) / §10.8.020.050(a)(15)
<p>Above referenced codes require “...any development requiring a physical constraints permit...” to show building envelopes for all existing and proposed parcels. In fact, provision (a)(8) requires all proposed and existing structures to be shown.</p> <p>The City has argued that this is applicable only at the time of application for physical constraint permit. Whether or not this is the intent of Art.8.020.050, it is clear that SUB-86-24 is much more than a simple partitioning of a piece of flat land. The subdivision has an aggressive approach to serious physical constraints, and resembles in many ways a planned development. It is certain that the subdivision will require multiple physical constraint permits. It is therefore reasonable to require the developer to at least indicate the building envelopes on the plans submitted.</p> <p>Providing this information would require a better evaluation of the serious safety hazards and nuisances we anticipate in the subdivision as currently laid out. Withholding building envelope information appears to be an attempt to obfuscate the true defects of this development in the hope that it becomes procedurally affirmed and thus baked into the neighborhood layout at perpetuity.</p>	
<p><u>Proposed Community Solution:</u> “Solution Element A”, with its less aggressive approach to massive earthworks on the steep fault scarp, will not require early indication of building envelopes. Otherwise, developer must submit plans clearly showing building envelopes, driveways, and other significant structures anticipated by the subdivision (e.g. pumping stations).</p>	

ESTOPPEL CERTIFICATE AND AGREEMENT

THIS ESTOPPEL CERTIFICATE AND AGREEMENT (the "Agreement") is entered into effective as of _____, 2025, by and between **CITY OF THE DALLES**, an Oregon municipal corporation, **and KLIKITAT COUNTY**, a Washington municipal corporation (collectively, the "Lessor"), **CGRA HANGARS, LLC**, a Washington limited liability company (the "Lessee"), and **MISSION VALLEY BANK**, a California bank (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Ground Lease Agreement dated August 13, 2024 and a memorandum of lease being recorded on April 21, 2025 under Auditor=s File No. 1167546 in the Official Records of Klickitat County, Washington (the "Lease"), Lessor has leased certain real property, as is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Leased Premises");

WHEREAS, the Lender has extended or will extend to the Lessee a loan (the **ALoan@**) in the original principal amount of \$1,300,700.00;

WHEREAS, the Lessee has executed and delivered or will execute and deliver to the Lender that certain Leasehold Deed of Trust and Security Agreement (the **ADeed of Trust@**), granting the Lender a lien covering the leasehold estate as defined in the Lease, said Deed of Trust to be recorded in the Official Records of Klickitat County, Washington;

WHEREAS, the Lessee has executed and delivered or will execute and deliver to the Lender that certain Security Agreement (the **ASecurity Agreement@**), granting the Lender a lien covering all equipment, inventory, accounts, fixtures, chattel paper and general intangibles owned by the Lessee (the **APersonal Property@**);

WHEREAS, the Personal Property is located within the Leased Premises, and as a consequence thereof is subject to the Lease and to certain specific terms and conditions thereof which may now or hereafter afford Lessor with certain contractual and/or statutory rights to and interests in the Personal Property, including certain liens thereon, to secure payment of rents and/or other sums of money becoming due and payable under the terms of the Lease (collectively, the "Landlord Liens"); and

WHEREAS, as a material inducement to the extension of the Loan from the Lender to the Lessee, the Lender has required that Lessor and Lessee enter into this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, is agreed by the Lessor, Lessee and Lender:

1. Lessor represents, warrants and acknowledges as follows: (a) the rights of Lender under the Deed of Trust and, no other third party (other than the parties to the Lease and the United States of America, through its Department of Transportation's Federal Aviation Administration, has a current and future interest in all Airport leases (including the Lease) consistent with applicable federal law) has any rights, title or interest in and to the Lease; (b) a true and correct copy of the Lease is attached hereto as Exhibit "B" and is incorporated herein for all purposes; (c) the Lease has not been modified and it is in full force and effect in accordance with its terms; (d) as of the date hereof, neither Lessor nor Lessee are in default under the Lease, nor to the knowledge of the Lessor, has there occurred any event or circumstance which, with notice or the passage of time, or both, would constitute a default under the Lease; (e) as of the date hereof, there are no past due lease payments under the terms of the Lease; and, (f) Lessor shall not further modify or terminate the Lease without the Lender's prior written consent.

2. The Lessor does hereby consent to: (a) the creation of the liens encumbering the Leased Premises pursuant to the Deed of Trust, and acknowledges that such liens shall not constitute a default thereunder, and (b) the creation of the liens encumbering the Personal Property, which are located on the Leased Premises.

3. Lessor hereby expressly subordinates all of its Landlord Liens with respect to the Personal Property to the liens of the Lender securing the payment of the Loan, and agrees as a part of such subordination that the Personal Property shall be deemed to remain personal property notwithstanding any affixation thereof to the Leased Premises. In the event Lender shall become entitled to recover possession of the Personal Property under the terms of the Security Agreement, Lender may enter the Leased Premises and remove the Personal Property therefrom; provided, however (a) any damage of or to the Leased Premises or debris left in the Leased Premises which are caused by the removal of the Personal Property shall be promptly repaired or removed to Lessor's satisfaction by Lender at no cost to Lessor, (b) Lender hereby agrees to indemnify and hold Lessor harmless from any and all claims, actions or suits arising from Lender's acts to recover possession of the Personal Property, and (c) no sale or other disposition of the Personal Property shall take place in the Leased Premises.

4. In the event of a default under the Lease, the Lessor agrees to give the Lender written notice and opportunity to cure such default within ninety (90) days after the date of such written notice, and if such default under the Lease is incapable of being cured within such ninety (90) day period, the Lender shall have such additional time as is reasonably necessary to cure

such default, provided the Lender diligently pursues curing such default after receipt of written notice from the Lessor. In no event shall the Lender be obligated to cure any default under the terms of the Lease provided, however, in no event shall Lessor be obligated to provide Lender a cure period in excess of the amount of time reasonably necessary for Lessor to avoid or prevent such default from causing a default under the Lease. The parties expressly acknowledge and agree that in the event (a) there remains an outstanding balance due on the Note, and (b) the rental payments due under the Lease are being paid to the Lessor, the Lessor shall not have any right to terminate the Lease, without the prior written consent of the Lender.

5. In the event condemnation proceedings are instituted against any portion of the Leased Premises, Lessor and Lessee shall give immediate written notice to Lender, and afford Lender an opportunity to participate in any such proceeding and share in the settlement of any awards thereunder.

6. In the event that Lender acquires Lessee=s rights under the Lease pursuant to the terms of the Deed of Trust or otherwise, Lender, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed, shall have the right to assign the Lease or sublease the Leased Premises to a third party.

7. Any notice required or permitted to be given hereunder shall be given in writing, and shall be delivered either via hand delivery to the parties at the addresses provided below, or registered or certified mail, return receipt requested, postage prepaid, addressed to the addressee thereof at the addresses set forth below. Any such notice shall be deemed received, upon actual receipt if by hand delivery, or whether actually received or not, upon deposit thereof in an official depository of the United States Postal Service. Any party hereto shall have the right to change such party's address for notice hereunder to any other address by delivery of written notice to all other parties hereto in the manner herein provided.

If to Lessor: City of the Dalles
City Manager
313 Court Street
The Dalles, Oregon 97058

Klickitat County
Chair, Board of County Commissioners
115 W. Court Street, Mail Stop 201
Goldendale, Washington 98620

If to Lessee: CGRA Hangars, LLC
45 Airport Way
Dallesport, Washington 98617

If to Lender: Mission Valley Bank
c/o Total SBA
2777 N. Ontario, Suite 130
Burbank, California 91504

8. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the obligations of each of the parties hereto are and shall be performable in Klickitat County, Washington. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provisions of this Agreement shall be modified or limited except by written agreement between the parties thereto.

9. The unenforceability of any provision of this Agreement will not affect the enforceability or validity of any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, effective as of the day and year first above written.

LESSOR:

CITY OF THE DALLES,
an Oregon municipal corporation

By: _____

Printed Name: _____

Title: _____

Klickitat County,
a Washington municipal corporation

By: _____

Printed _____ Name: _____

Title: _____

[Additional Signature Page of Estoppel Certificate and Agreement]

LESSEE:

CGRA HANGARS, LLC,
a Washington limited liability company

By: _____
Thomas Richter, Manager

LENDER:

MISSION VALLEY BANK,
a California bank

By: _____

Printed _____ Name: _____

Title: _____

EXHIBIT "A"

Leased Premises Description

EXHIBIT "B"

Lease

(Large top margin left to accommodate recording information, as necessary)

[[[*Insert the “instrument prepared by” clause and contact information as required by local law*]]]

AGREEMENT AND MORTGAGE

WHEREAS, Klickitat County, a Washington political subdivision, and the City of The Dalles, an Oregon municipal corporation (“Mortgagor”) has applied to, received, and accepted from the United States Department of Commerce, Economic Development Administration (“EDA”), Seattle Regional Office, Jackson Federal Building, 915 Second Ave., Room 1890, Seattle, WA, two (2) grants under the Public Works and Economic Development Act of 1965 (41 U.S.C. § 3121 *et seq.*) (“PWEDA”) in the amounts of \$2,800,000 and \$2,200,000 Dollars (“Grant Amount”) pursuant to Financial Assistance Awards dated November 1, 2024, and December 11, 2024, and bearing EDA Award Nos. 07-01-07839 and 07-01-07839-01, respectively (“Award”);

WHEREAS, pursuant to the application submitted by Mortgagor requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application (“Grant Application”) and pursuant to the Award, the Grant Amount is to be used for the purpose of acquiring or making improvements to the real property described in Exhibit A, attached hereto and made a part hereof (“Project Property”), consisting of constructing an aviation workforce training center or other economic development purposes as may be approved by EDA in writing (“Project”);

WHEREAS, 20 years from the recording of this Mortgage, as determined by EDA, is the Estimated Useful Life, as defined in 13 C.F.R. § 314.1, of the improvements made to the Project Property pursuant to the Project;

WHEREAS, under government-wide regulations set out at 2 CFR part 200 and EDA’s regulations governing the Award at 13 CFR Chapter III, any transfer or conveyance of Project Property or any portion thereof must have the prior written approval of EDA;

WHEREAS, in accordance with PWEDA, EDA is not authorized to permit transfer or conveyance of Project Property to parties that are not eligible to receive EDA grants unless EDA is repaid the Federal Share as defined at 13 CFR § 314.5 ("Federal Share") or unless the authorized purpose of the Award is to develop land in order to lease or sell it for a specific use, in which case EDA may authorize a lease or sale of the Project Property or a portion thereof if certain conditions are met;

WHEREAS, the aforesaid Award from EDA provides the purposes for which the Grant Amount may be used and provides, *inter alia*, that Mortgagor will not sell, lease, mortgage, or otherwise use or alienate any right to, or interest in the Project Property, or use the Project Property for purposes other than or different from those purposes set forth in the Award and the Grant Application made by Mortgagor therefor, such alienation or use being prohibited by 13 CFR part 314 and 2 CFR part 200; and

WHEREAS, Mortgagor and EDA desire to establish an obligation for and first priority lien on Project Property in favor of EDA in the event that the Project Property is used, transferred, or alienated in violation of the Award, 13 CFR Chapter III, or 2 CFR part 200;

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage and a lien on said Project Property to secure Mortgagor's obligation (i) to comply with the terms and conditions of the Award and the regulations set forth in 13 CFR Chapter III and 2 CFR part 200, and (ii) to use Project Property only for the purposes set forth therein for the Estimated Useful Life of Project Property. Mortgagor agrees that a debt, with interest thereon at the rate set forth in 31 U.S.C. § 3717, in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA in accordance with its authorities and regulations, such amount being either EDA's pro-rata share of the fair market value of the Project Property, as further set forth at 13 CFR § 314.5, as that provision may be amended from time to time, the Grant Amount, or the amount actually disbursed under the Award (Indebtedness), shall be due and payable by Mortgagor to EDA upon the termination of the Award, or any attempt to use, transfer, or alienate any interest in Project Property in violation of the Award or of the regulations set forth in 13 CFR Chapter III or 2 CFR part 200 and does, moreover, agree that such Indebtedness shall be extinguished only through the full payment thereof to the Federal Government.

Mortgagor further covenants and agrees as follows:

1. Lease of Project Property:

If the Grant Application provides for and the Award authorizes Mortgagor to lease Project Property, each lease arrangement shall be subject to the prior written approval of EDA. EDA must determine that the applicable lease arrangement: is consistent with the Grant

Application and authorized general and special purpose(s) of the Award; will provide adequate employment and economic benefits for the area in which Project Property is located; is consistent with EDA policies concerning, but not limited to, non-discrimination, non-relocation, and environmental requirements; and will ensure that the proposed lessee is providing adequate consideration, as defined in 13 CFR § 314.1, to Mortgagor for said lease. Any lease agreement entered into by Mortgagor of the Project Property shall be subordinate, junior, and inferior to this Agreement and Mortgage, and, at EDA's request, be expressly subordinated in writing and the written subordination recorded in the same manner as this Agreement and Mortgage.

2. Charges; Liens:

Mortgagor shall protect the title and possession of all Project Property; pay when due all taxes, assessments, mechanic and/or materialmen liens, and other charges, fines, and impositions now existing or hereafter levied or assessed upon Project Property; and preserve and maintain the priority of the lien hereby created on Project Property, including any improvements hereafter made a part of the realty.

3. Hazard Insurance:

Mortgagor shall insure and keep insured all improvements now or hereafter created upon Project Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage." The amount of insurance shall be the full insurable value of said improvements but in no event less than the full replacement value of the improvements. Any insurance proceeds received by Mortgagor due to loss shall be applied to restoration or repair of any damaged Project Property, provided such restoration or repair is economically feasible and the security of this Agreement and Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Agreement and Mortgage would be impaired, Mortgagor shall use said insurance proceeds to compensate EDA for its Federal Interest. EDA's Federal Interest, as defined at 13 C.F.R. § 314.2 ("Federal Interest") shall be satisfied when amount received is equal to the Federal Share as that term is defined at 13 CFR § 314.5 ("Federal Share").

4. Preservation and Maintenance of the Project Property:

Mortgagor shall keep Project Property in good condition and repair during the Estimated Useful Life and shall not permit or commit any waste, impairment, or deterioration of Project Property, but shall give notice written thereof to EDA without delay.

5. Indemnification

To the extent permitted by law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a

result of providing an award to assist, directly or indirectly, in the preparation of the Project Property or construction, renovation, or repair of any facility on the Project Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the Recipient or any of its predecessors (other than the Federal Government or its agents) on the Project Property. *See also* 13 C.F.R. § 302.19 (“Indemnification”).

6. Inspection:

EDA may make or cause to be made reasonable entries upon and inspection of Project Property by EDA or an authorized representative of EDA.

7. Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of Project Property, or any part thereof, or for any conveyance in lieu of condemnation shall be used by Mortgagor to compensate EDA for EDA’s Federal Share. EDA’s Federal Share of said condemnation proceeds shall be equal to that percentage which the Grant Amount bore to the total project costs under the Award for which the condemned property was acquired or improved. *See also* 13 CFR § 314.5 (“Federal Share”).

8. Recording of Agreement and Mortgage – Mortgagor’s Copy:

Mortgagor shall record this Agreement and Mortgage in accordance with the laws and rules of the County where Project Property is located, and shall ensure that the lien hereby granted is a first and prior lien on Project Property senior to all other interests save those which may arise by operation of law or other priority position as approved by EDA. EDA shall be furnished with the original, recorded Agreement and Mortgage as executed.

9. Notice:

Any notice from EDA to Mortgagor provided for in this Agreement and Mortgage shall be sent by certified mail to Mortgagor’s last known address or at such address as Mortgagor may designate to EDA, except for any notice given to Mortgagor in the manner as may be prescribed by applicable law as provided hereafter in this Mortgage. Likewise, any notice from Mortgagor to EDA shall be sent by certified mail to EDA’s address.

10. Remedies:

Upon Mortgagor’s breach of any term or condition of the Award or any provision of this Agreement and Mortgage, then EDA, its designees, successors, or assigns may declare the

Indebtedness immediately due and payable, and may enforce any and all remedies available including but not limited to foreclosure by an action brought either in a United States District Court or in any State Court having jurisdiction, but such action shall not be deemed to be a release or waiver of any other right or remedy to recover repayment thereof.

After any breach on the part of Mortgagor, EDA shall, upon bill filed or the proper legal proceedings being commenced for the foreclosure of this Agreement and Mortgage, be entitled, as a matter of right, to the appointment by any competent court, without notice to any party, of a receiver of the rents, issues, and profits of Project Property, with power to lease and control such Property, and with such other powers as may be deemed necessary.

11. Remedies Cumulative:

All remedies provided in this Agreement and Mortgage are distinct and cumulative to any other right or remedy under this Agreement and Mortgage, the Award, or related documents, or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Forbearance Not a Waiver:

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Agreement and Mortgage.

13. Release:

EDA and the Mortgagor agree that, so long as the possession and use of Project Property by Mortgagor has been only for the purposes set forth in the Award and Grant Application, then after the Estimated Useful Life of the improvements to Project Property, Mortgagor may request a release of the Federal Interest in accordance with 13 CFR part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 CFR part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Agreement and Mortgage and any release thereof, which shall be evidenced by a separate recorded covenant.

14. Governing Law; Severability:

This Agreement and Mortgage shall be governed by applicable federal law, if any, and if there is no applicable federal law by state law, and nothing contained herein shall be construed to limit the rights the EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be

given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

15. Authority to Execute Agreement and Mortgage:

Recipient represents and warrants to and covenants with EDA that Recipient has been duly authorized by Recipient’s governing body by all necessary action and has received all necessary third-party consents to enter into this Agreement and Mortgage.

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand and seal on this the ____ day of _____, 2025.

CITY OF THE DALLES,
an Oregon municipal corporation

BOARD OF COUNTY COMMISSIONERS
Klickitat County, a Washington municipal corporation

Matthew B. Klebes, City Manager

Chairman

Commissioner

Commissioner

ATTEST:

ATTEST:

Amie Ell, City Clerk

Alisa Grumbles, Clerk of the Board

Approved as to form:

Approved as to form:

Jonathan M. Kara, City Attorney

David R. Quesnel, Prosecuting Attorney

EXHIBIT A
Property Description

(Large top margin left to accommodate recording information, as necessary)

[Insert the “instrument prepared by” clause and contact information as required by local law]

COVENANT OF PURPOSE AND USE

This Covenant of Purpose and Use (“Covenant”) dated this ____ day of _____, 2025, is made by Klickitat County, a Washington political subdivision with an address of 205 South Columbus Avenue, Goldendale, WA 98620 and the City of The Dalles, an Oregon municipal corporation with an address of 313 Court Street, The Dalles, OR 97058 (collectively, “Owner”), each with an undivided one-half interest as tenants in common of the property subject to the EDA grants, for the benefit of the United States Department of Commerce, Economic Development Administration located at 1401 Constitution Avenue, NW, Washington, DC 20230 with a regional office at The Jackson Federal Building, 915 Second Ave., Seattle, WA 98174 (“EDA”):

RECITALS:

WHEREAS, pursuant to the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3121 *et seq.*) (“PWEDA”), Owner applied to, received, and accepted from EDA Financial Assistance Awards (“Award”) dated November 1, 2024, and December 11, 2024, in the amounts of \$2,800,000 and \$2,200,000 Dollars (collectively, \$5,000,000 is the “EDA Award Amount”);

WHEREAS, the Award is subject to certain terms and conditions pursuant to which Owner agreed to comply with, *inter alia*, the applicable requirements of EDA’s regulations at 13 C.F.R. Chapter III and 2 CFR part 200;

WHEREAS, pursuant to the application submitted by Owner requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application (“Grant Application”) and pursuant to the Award, the EDA Award Amount is to be used for the purpose of financing the acquisition of and/or improvements to infrastructure that

will benefit the real property described in “Exhibit A,” attached hereto and made a part hereof (the “Benefitting Property”) consisting of constructing an aviation workforce training center or other economic development purposes as may be approved by EDA in writing (“Project”);

WHEREAS, the Benefitting Property was identified in the Grant Application as an area for future industrial and business development promoting economic growth;

WHEREAS, 20 years from the recording of this Covenant is the Estimated Useful Life, as defined in 13 C.F.R. § 314.1, of the EDA funded infrastructure improvements supporting the Benefitting Property;

WHEREAS, the Award provides, *inter alia*, that the Benefitting Property will be used consistent with the Award and Grant Application and will not be used for purposes other than, or different from, the industrial and business operation purposes identified in the Award and the Grant Application made by Recipient (“Project Purposes”), such use being prohibited by 13 C.F.R. part 314 and by 2 CFR part 200;

WHEREAS, in accordance with PWEDA, an authorized purpose of the Award is to develop land in order to lease or sell the land for a specific use, such lease or sale of the Benefitting Property or a portion thereof is permitted if the benefiting Property continues to be used for Project Purposes and the lease or sale is for adequate consideration; and

WHEREAS, Owner agreed to record this Covenant in the appropriate office for the recording of public records affecting real property so as to constitute notice to all persons of any and all restrictions on title to and use of all or part of the Benefitting Property.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and to ensure that the benefits of the Project will accrue to the public and be used as intended by both EDA and Owner consistent with the Project Purposes, Owner hereby covenants and agrees as follows:

1. COMPLIANCE WITH AWARD AND REGULATIONS

Owner shall comply with the terms and conditions of the Award and the regulations set forth in 13 C.F.R. Chapter III and 2 CFR part 200.

2. OWNERSHIP

Owner hereby represents and warrants that it holds good title to the Benefitting Property. Owner further agrees to retain title to the Benefitting Property for the Estimated Useful Life, except as provided in Paragraphs 3 (Restrictions During Estimated Useful Life) and 13 (Recording Covenant Against Title).

3. RESTRICTIONS DURING ESTIMATED USEFUL LIFE

For the Estimated Useful Life set forth above, the Benefitting Property must be used consistent with the Project Purposes of industrial and business operations and consistent with the Grant Application and Award, including but not limited to the environmental requirements and restrictions on religious use and discriminatory practices. Any sale, lease, transfer, or conveyance of the Benefitting Property must be for adequate consideration as defined in 13 C.F.R. § 314.1.

4. LEASE OF BENEFITTING PROPERTY

The Grant Application provides for and the Award authorizes Owner to lease the Benefitting Property, each lease arrangement: shall be consistent with the Award, Grant Application and authorized general and special purpose(s) of the Award; will provide adequate employment and economic benefits for the area in which the Benefitting Property is located; is consistent with EDA policies concerning, but not limited to, non-discrimination, non-relocation, and environmental requirements; and will ensure that the proposed lessee is providing adequate consideration, as defined in 13 C.F.R. § 314.1, to Owner for said lease.

5. PROJECT PURPOSES OF BENEFITTING PROPERTY

Owner further covenants that in the event the Benefitting Property is used for purposes other than the Project Purposes or inconsistent with the Award, Grant Application, or this Covenant, Owner will compensate the Federal Government in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA, such amount being: (a) EDA's pro-rata share of the fair market value of the Benefitting Property as further set forth in 13 C.F.R. § 314.5, as that provision may be amended from time to time, (b) the EDA Award Amount, or (c) the amount of grant funds actually disbursed.

6. INDEMNIFICATION

To the extent permitted by law, Owner agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Benefitting Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the Owner or any of its predecessors (other than the Federal Government or its agents) on the Benefitting Property. *See also* 13 C.F.R. § 302.19 ("Indemnification").

7. INSPECTION

EDA may make or cause to be made reasonable entries upon and inspection of Benefitting Property by EDA or an authorized representative of EDA.

8. REMEDIES

Upon Owner's breach of any term or condition of the Award or term or condition of this Covenant, then EDA, its designees, successors, or permitted assigns may declare the amounts owed to EDA (i.e., the Federal Share) with interest thereon at the rate set forth in 31 U.S.C. § 3717, immediately due and payable, such amounts being: (a) EDA's pro-rata share of the fair market value of the Property as further set forth in 13 C.F.R. § 314.5, as that provision may be amended from time to time, (b) the EDA Award Amount, or (c) the amount of the grant funds actually disbursed (the "Indebtedness"). The amount shall be determined at the sole discretion of EDA in accordance with EDA's authorities and regulations, and Owner agrees that the Indebtedness shall be due and payable by Owner to EDA upon the termination of the Award for material noncompliance or upon Owner's noncompliance with this Covenant and does, moreover, agree that such Indebtedness shall be extinguished only through and upon the full payment of the Indebtedness to the Federal Government.

9. REMEDIES CUMULATIVE

EDA may enforce any and all remedies afforded by law or equity, including seeking and obtaining a judicial determination(s) compelling Owner or others to comply with the terms and conditions of the Award and this Covenant, which may be exercised concurrently, independently or successively.

10. FOREBEARANCE NOT A WAIVER

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Covenant.

11. RELEASE

So long as the possession and use of the Benefitting Property has been only for the Project Purposes, then after the Estimated Useful Life of 20 years this Covenant may be released.

12. GOVERNING LAW; SEVERABILITY

This Covenant shall be governed by applicable federal law, if any, and if there is no applicable federal law by state law, and nothing contained herein shall be construed to limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. In the event that any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

13. RECORDING COVENANT AGAINST TITLE

Pursuant to 13 C.F.R. part 314, Owner further agrees that Owner shall execute and place on record against the title to the Benefitting Property, this Covenant. Owner shall furnish EDA with the original, recorded Covenant as executed. Owner further agrees that whenever the Benefitting Property is sold, leased or otherwise conveyed pursuant to 13 C.F.R. part 314, Owner or transferor shall add to the document conveying such interest in and to the real estate an express reference to this Covenant whereby the purchaser or tenant expressly accepts and agrees to be bound by this Covenant. A copy of the document conveying such interest shall be sent to the EDA Seattle Regional Office within a reasonable time after execution.

14. PARTIES BOUND BY THIS COVENANT

This Covenant and this Covenant's rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

15. RESTRAINT ON TITLE

It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Benefitting Property given to evidence and secure the Federal Interest expressed herein.

16. COVENANT RUNS WITH LAND

This Covenant shall run with the land.

17. AUTHORITY TO EXECUTE COVENANT

Owner represents and warrants to and covenants with EDA that Owner has been duly authorized by Owner's governing body by all necessary action and has received all necessary third-party consents to enter into this Covenant.

IN WITNESS WHEREOF, Owner has hereunto set its hand as of the day and year first above written by its duly authorized officer.

CITY OF THE DALLES,
an Oregon municipal corporation

By: _____
Name: **Matthew B. Klebes**
Title: **City Manager**

OWNER ACKNOWLEDGEMENT

STATE OF OREGON)

) ss.

COUNTY OF WASCO)

On this ____ day of _____, 2025, before me personally appeared City Manager Matthew B. Klebes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that such person executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

[Signatures Continue on Following Page]

BOARD OF COUNTY COMISSIONERS KCLICKITAT COUNTY,
a Washington municipal corporation

By: _____
Name: **Ron Ihrig**
Title: **Chair**

OWNDER ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KCLICKITAT)

On this ____ day of _____, 2025, before me personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument and acknowledged to me that such person executed the same
in their authorized capacity, and that by their signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

[Signatures Continue on Following Page]

Exhibit A
Property Description



AGENDA STAFF REPORT

AGENDA LOCATION: Item #10A

MEETING DATE: June 2, 2025

TO: Honorable Mayor and City Council

THRU: Matthew Klebes, City Manager

FROM: Michael Kasinger, Facilities Supervisor

ISSUE: Recommendation for award of the Library HVAC Replacement Project, Contract No. 2025-004

BACKGROUND: The HVAC system at The Dalles-Wasco County Library has exceeded its service life and has become increasingly unreliable. The age of the system has made ongoing maintenance ineffective, and replacement parts are no longer available. In coordination with the Library District, the City initiated a project to plan and replace the system to ensure reliable and efficient heating and cooling for library patrons and staff.

Engineering and design services were completed by MKE & Associates. The Facilities Department, working with the City Attorney's Office, developed a Request for Proposals (RFP), which was posted through the City Clerk's Office on March 20, 2025, with a closing date of April 29, 2025, at 2:00 p.m.

Three responsive proposals were received and reviewed for completeness and compliance with bid requirements. The bids are summarized below:

<u>Bidder</u>	<u>Bid Amount</u>
Air X	\$423,640.00
Griffin Construction, LLC	\$428,150.00
Copper Mechanical	\$492,000.00

Air X submitted the lowest responsive and responsible bid.

BUDGET IMPLICATIONS: This project is funded through the Capital Projects Fund. The General fund and the Library Fund will each contribute 50% of the local share of project costs. The project was also awarded a \$115,000 grant from Department of Energy Efficiency and Conservation Block Program, which will offset the overall cost. Remaining funds have been included in the proposed FY 2025–26 budget.

COUNCIL ALTERNATIVES:

- 1. Staff Recommendation: Staff Recommendation: Authorize the City Manager to execute a contract with Air X for the Library HVAC Replacement Project, Contract No. 2025-004, in an amount not to exceed \$423,640.00.***
2. Request additional information or clarification from staff.
3. Deny authorization to proceed with the contract.

PUBLIC WORKS AGREEMENT

Contractor	AirX, LLC
Consideration	<u>\$423,640.00</u>
Effective Date	June 3, 2025
Completion Date	June 30, 2026
Project/Services	<i>Project No. 2025-005 (Library HVAC Replacement Project)</i>

This PUBLIC WORKS AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and AirX, LLC, a Washington limited liability company (**Contractor**), for Contractor's provision of HVAC removal, procurement, and replacement services for the City at The Dalles Wasco County Library located at 722 Court Street in The Dalles, Oregon.

WHEREAS, the City requires performance of certain public works described in the solicitation for Project No. 2025-005, attached to and made part of this Agreement as **Exhibit A**; and

WHEREAS, Contractor desires to perform those certain public works and services pursuant to the compensation and conditions set forth 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:

A. Contractor's Duties

1. Scope of Work. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subcontractors approved under this Agreement, and provide any equipment necessary to perform all tasks described in Contractor's bid and scope of work, attached to and made part of this Agreement as **Exhibit B** (together with the services solicited through Exhibit A, **Work**). The Parties agree the Work shall be interpreted broadly to the City's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in **Exhibits A and B** but necessary to fully and effectively perform those specifically listed tasks.
2. Examination. Contractor agrees it examined the project site and the contract documents connected with the solicitation for this Work prior to its submittal of its bid. The Parties agree Contractor's submission of a bid for this Agreement's award is expressly considered prima facie evidence Contractor made such an examination and is satisfied as to the conditions to be encountered in its performance of the Work and as to the requirements of the contract documents. Contractor agrees to protect itself in the unit prices or the lump sum proposed on the Work. Contractor agrees its failure to visit or thoroughly familiarize itself with the labor, equipment, and material required, the difficulty of the conditions involved, or the scope of the project or the Work shall neither relieve Contractor of its obligation to complete the Work and perform under this Agreement for the price proposed nor entitle Contractor to a price adjustment.



3. Insurance and Indemnity.

- a. Insurance. Contractor agrees, at its expense, to carry and maintain in effect throughout this Agreement's term (at least) the following coverage policies:
- (i) **Workers' Compensation** coverage in the state statutory limits or \$1,000,000, whichever is greater;
 - (ii) **Commercial General Liability** insurance covering property damage and bodily injury in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate);
 - (iii) **Contractors Pollution Liability** insurance in the amount of \$1,000,000; and
 - (iv) **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a *combined single limit per occurrence* of \$1,000,000 and \$2,000,000 (aggregate).
- b. Certificates. Contractor agrees to provide the City with certificates of insurance naming the **City of The Dalles, its employees, officials, and agents** as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City *thirty (30) days'* written notice before cancelling or reducing any insurance policy contemplated by this Agreement. Contractor agrees its failure to notice the City of cancellation of or reduction to any insurance policy contemplated by this Agreement is, at the City's sole discretion, grounds for immediate termination of this Agreement.
- c. Subcontractor Insurance. Contractor agrees to require its subcontractors performing Work under this Agreement to carry and maintain in effect throughout this Agreement's term Workers' Compensation coverage, Commercial General Liability, Pollution Liability, and Commercial Automobile Liability with coverage's equivalent to those listed in Section A(3)(a) of this Agreement. Contractor further agrees to require those subcontractors to provide Contractor with certificates of insurance as evidence of coverage and (upon City's request) provide the City with certificates of insurance for any subcontractor performing Work under this Agreement. The Parties agree this subsection survives the expiration or sooner termination of this Agreement.
- d. Workers' Compensation. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.



- e. Indemnity. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subcontractors) acts or omissions in the performance of this Agreement; provided, however, in no event does Contractor agree to such indemnification, defense, or holding harmless due to the City's sole negligence.

4. Payments and Retainage.

- a. Prompt Payment. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor (including subcontractors) fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subcontractors), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor plus a non-waivable *nine* (9%) *percent* interest commencing at the end of the ten-day period within which payment is due under ORS 279C.580(4), unless payment is subject to a good faith dispute as defined in ORS 279C.580. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims. Any person supplying labor or materials in connection with this Agreement may file a complaint with the Construction Contractors Board against Contractor (including subcontractors) stemming from Contractor's (including subcontractors') failure, neglect, or refusal to promptly pay them as due, unless payment is subject to a good faith dispute as defined in ORS 279C.580, only if the person has not been paid in full and gives written notice of claim pursuant to ORS 279C.605 to Contractor and the City.
- b. Industrial Accident Fund. Contractor agrees to pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Agreement.
- c. Labor Hours. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of *forty* (40) *hours* in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209. Contractor further agrees to abide by all other restrictions governing labor hours on public contracts pursuant to ORS 279C.540 and 279C.545, including time limitations on claims for overtime.
- d. Medical Care. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.



- e. No Liens. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
- f. Employee Withholdings. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.
- g. Retainage. The Parties agree retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580, as follows:
 - (i) Retainage Generally. Contractor agrees the City may reserve as retainage from any progress payment an amount not to exceed *five (5%) percent* of the payment. As Work progresses, the City may reduce the retained amount and may eliminate retainage on any remaining monthly payments after *fifty (50%) percent* of the Work is completed if, in the City's opinion, such Work is progressing satisfactorily. The Parties agree elimination or reduction of retainage is allowed only upon Contractor's written application, which application must include Contractor's surety's written approval; provided, however, when the Work is *ninety-seven and one-half (97.5%) percent* completed, the City may, at its discretion and without Contractor's application, reduce the retained amount to *one hundred (100%) percent* of the value of the Work remaining to be done. Upon receipt of Contractor's written application, the City agrees to respond (in writing) within a reasonable time.
 - (ii) Form of Retainage. In accordance with ORS 279C.560 and any applicable administrative rules, unless the City finds in writing accepting a bond, security, or other instrument described in options (a) or (c) below poses an extraordinary risk not typically associated with the bond, security, or instrument, the City agrees to approve Contractor's written request:
 - (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited with the City bonds, securities, or other instruments specified in ORS 279C.560 or in a custodial account or other mutually-agreed account satisfactory to the City, with an approved bank or trust company, to be held in lieu of the cash retainage for the City's benefit. Interest or earnings on the bonds, securities, or other instruments shall accrue to the Contractor. The Contractor agrees to execute and provide such documentation and instructions respecting the bonds, securities, and other instruments as the City may require to protect its interests. To be permissible, the bonds, securities, and other instruments must be of a character approved by the City Attorney;
 - (b) retainage be deposited in an interest-bearing account in a bank, savings bank, trust company, or savings association for the City's benefit, with interest from such account accruing to the Contractor; or
 - (c) the Contractor be allowed, with the City's approval, to deposit a surety bond for the City's benefit, in a form acceptable to the City Attorney, in lieu of all or a portion of funds retained or to be retained. Such bond and



any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625. Where the City has accepted Contractor's election of any of the options above, the City may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the City has agreed to Contractor's request to deposit a surety bond under this option (c), Contractor agrees accept like bonds from its subcontractors and suppliers from which Contractor has required retainage to support the Work.

If the City accepts bonds, securities, or other instruments deposited as provided in options (a) and (c), the City agrees to reduce the moneys held as retainage in an amount equal to the value of the bonds, securities, and other instruments and pay the amount of the reduction to Contractor in accordance with ORS 279C.570.

- (iii) Interest. The retainage held by the City shall be included in and paid to Contractor as part of the final payment of the Contract Price. The City agrees to pay Contractor interest at the rate of *one and one-half* (1.5% per month) *percent per month* on the final payment due Contractor, with interest commencing *thirty* (30) *days* after the Work has been completed and accepted and running until the date Contractor must notify the City in writing it considers the Work complete, and the City agrees, within *fifteen* (15) *days* after receiving the written notice, to either accept the Work or notify Contractor of Work yet to be performed. If the City does not within the time allowed notify Contractor of Work yet to be performed to fulfill its contractual obligations, the interest provided by this subsection shall commence to run *thirty* (30) *days* after the end of the 15-day period.
- (iv) Contractor's Retainage. If Contractor pays a subcontractor in full, including the amount Contractor withheld as retainage, the City agrees to pay Contractor (out of the amount the City withheld from Contractor as retainage) a sum equal to the amount of retainage Contractor paid its subcontractor. Contractor agrees to notice the City in writing when it pays a subcontractor in full under this subsection and the City agrees to pay Contractor the amount due Contractor under this subsection within *fifteen* (15) *days* after it receives notice. The City agrees to pay interest on the amount due Contractor at the rate of *one* (1% per month) *percent per month* commencing *thirty* (30) *days* after the City receives Contractor's notice of full payment to the subcontractor.
- (v) Subcontractor Retainage. If Contractor elects to reserve a retainage from any progress payment due any subcontractor or supplier, Contractor agrees such retainage shall not exceed *five* (5%) *percent* of the payment and such retainage withheld from subcontractors and suppliers shall be subject to the same terms and conditions stated in this Agreement as applicable to the City's retainage from any progress payment due Contractor; provided, however, if (in accordance with ORS 279C.560) Contractor has deposited bonds, securities, or other instruments or has elected to have the City deposit accumulated retainage in an interest-bearing account, Contractor agrees to comply with ORS 701.435 respecting the deposit of bonds, securities, or



other instruments by subcontractors and suppliers and the sharing of interest earnings with subcontractors and suppliers.

5. Prevailing Wage Rates, Retainage, and Bonds.

- a. Prevailing Wage Rates. Contractor agrees to comply with the prevailing wage provisions of ORS 279C.800 through 279C.870. The Oregon Bureau of Labor and Industries (**BOLI**) determines and publishes the existing Oregon prevailing wage rates in its publication *Prevailing Wage Rates for Public Works Contracts in Oregon*. Contractor agrees to pay workers performing Work not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and further specifically agrees to include this requirement in any subcontracts relating to the Work or this Agreement.
- b. Certification and Prevailing Wage Retainage. Contractor (including subcontractors) agrees to submit written certified statements to the City on the form prescribed by BOLI's Commissioner in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out Contractor's (including subcontractors') weekly payroll records for each worker performing Work. Contractor (including subcontractors) agree to preserve the certified statements for a period of *six (6) years* from the Completion Date. Contractor agrees the City will retain *twenty-five (25%) percent* of any amount earned by the Contractor under this Agreement until the Contractor has filed the certified statements required by ORS 279C.845(7). The City agrees to pay Contractor the amount retained within *fourteen (14) days* after Contractor files the required certified statements, regardless of whether subcontractors failed to file certified statements.
- c. Contractor's Prevailing Wage Retainage. Contractor agrees to retain *twenty-five (25%) percent* of any amount earned by a first-tier subcontractor under this Agreement until the subcontractor files with the City the certified statements required by ORS 279C.845. Before paying any amount retained, Contractor agrees to verify the first-tier subcontractor filed the certified statement. Within *fourteen (14) days* after the first-tier subcontractor files the required certified statement, Contractor agrees to pay the subcontractor any amount retained.
- d. Bonds. Before starting any Work under this Agreement, and using the forms of bonds attached to and made part of the solicitation document for Project No. 2024-010 (and thus this Agreement) where applicable, Contractor (including its sureties) agrees:
 - (i) to file a **public works bond** with the Construction Contractors Board in the amount of \$30,000 and consistent with ORS 279C.836, unless Contractor or its subcontractors are eligible to elect not to so file or are otherwise exempt from filing pursuant to ORS 279C.836(4), (7), (8), or (9), and further specifically agrees to include this requirement in any subcontracts relating to the Work or this Agreement;
 - (ii) to execute and deliver to the City Manager a **performance bond** in an amount equal to the full contract price conditioned on the faithful performance



of this Agreement in accordance with its plans, specifications, and conditions;
and

(iii) to execute and deliver a **payment bond** in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

6. Other.

- a. Solicitation. Contractor agrees to each and every obligation or restriction imposed by the solicitation document for Project No. 2024-010 and this Agreement, all as if incorporated here; Contractor further specifically agrees such obligations or restrictions are supplemental to its duties under this Agreement. In the event of a conflict between any provision of the solicitation document for this Agreement and this Agreement, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of this Agreement control.
- b. Final Inspection and Acceptance. Upon completion, Contractor agrees to notice the City in writing it completed the Work so the City can undertake a final inspection. The City agrees to inspect the Work (and all records generated by Contractor relating to the Work) within *fifteen (15) days* of its receipt of Contractor's completion notice. The City agrees to either accept the work or notice Contractor of any defects or remaining performance necessary to fully complete the Work. The City agrees to provide Contractor its final acceptance of the Work once it determines all of the Work has been performed satisfactorily.
- c. Drug Testing. Contractor agrees to demonstrate to the City it has an employee drug testing program is in place before it commences performance of this Agreement.
- d. Environmental Compliance. Contractor agrees to abide all applicable ordinances, rules, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources impacting the performance of this Agreement, including (without limitation) ORS Chapters 459 (Solid Waste Management), 459A (Reuse and Recycling), 465 (Hazardous Waste and Hazardous Material I), 466 (Hazardous Waste and Hazardous Materials II), 467 (Noise Control), 468 (Environmental Quality Generally), 468A (Air Quality), and 468B (Water Quality), the associated Oregon Administrative Rules promulgated by Oregon Department of Environmental Quality, plus all other reasonably similar or relevant local, state, or federal laws.
- e. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.



B. City's Duties

1. Compensation.

- a. Total. The City agrees to compensate Contractor for the Work in an amount not to exceed **\$423,640.00**. Contractor agrees its provision of a completed Form W9 to the City is a condition precedent to the City's payment obligations under this Agreement.
- b. Progress Payments. The City agrees to make progress payments upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the City's approval and no more frequently than monthly. Payment shall be made only for Work actually completed as of the invoice date. The City shall pay Contractor interest on its progress payments (not including retainage) commencing *thirty* (30) *days* after receiving Contractor's invoice or *fifteen* (15) *days* after payment is approved by the City, whichever is earlier. The Parties agree ORS 279C.570(2) determines the rate of interest charged to the City for this subsection's purpose.
- c. Satisfaction. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.
- d. Public Budgeting. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.
- e. Other Duties. The City agrees to reasonably satisfy any commitments it made in this Agreement's solicitation.

C. General Conditions

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date, all as subject to Section C(8); provided, however, the Parties agree Contractor will not perform any on-site Work prior to the City's issuance of a *Notice to Proceed*, which the City agrees to send once Contractor submits all required information and documentation pursuant to this Agreement.
2. Termination/Modification. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with *seven* (7) *days'* notice and Contractor may terminate this Agreement with *thirty* (30) *days'* notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate. The Parties agree termination of this Agreement is subject to



ORS 279C.655. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.

3. Full Integration/Conflict. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter (including the City's solicitation for the Work and the applicable *City of The Dalles Standard Specifications for Construction – General Conditions*). If any of the negotiations or documents mentioned in this subsection conflict with the terms of this Agreement, the Parties expressly agree the provisions of this Agreement control.
4. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by BOLI. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
5. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
6. Subcontractors.
 - a. List. Contractor agrees to provide the City with a list of proposed subcontractors within *ten (10) days* of this Agreement's mutual execution and before awarding any subcontract connected with the Work or this Agreement, and shall not retain any subcontractor the City reasonably objects to as incompetent or unfit.
 - b. Responsibility. Contractor agrees it is as fully responsible to the City for its subcontractors' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions.
 - c. Registration. Contractor agrees (and by executing this Agreement, certifies) all subcontractors performing Work under this Agreement will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before they commence any Work.
 - d. No Privity. Contractor agrees all of its subcontracts under this Agreement shall provide the Work performed under the subcontract shall be performed according to the terms of this Agreement; whether stated in the subcontract, Contractor agrees to remain solely responsible for the administration of the subcontract, including (without limitation) the performance of the subcontracted Work, progress of the subcontracted Work, payment for accepted subcontracted Work, and disputes and claims for additional compensation regarding all subcontracted Work. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subcontractor.



- e. **Mandatory Construction Contract Clauses.** Contractor agrees to include in each subcontract for property or services it enters with a first-tier subcontractor (including a material supplier) for the purpose of performing a *construction* contract to support the Work:
- (i) a payment clause obligating Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within *ten (10) days* out of amounts the City pays to Contractor under this Agreement;
 - (ii) a clause requiring Contractor to provide a first-tier subcontractor with a standard form the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor;
 - (iii) a clause requiring Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if the Contractor (a) notifies the subcontractor in writing at least *forty-five (45) days* before the date on which Contractor makes the change and (b) includes with the written notice a copy of the new or changed form or a description of the new or changed procedure; and
 - (iv) an interest penalty clause obligating Contractor, if Contractor does not pay the first-tier subcontractor within *thirty (30) days* after receiving payment from the City, to pay the first-tier subcontractor and interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under Section C(6)(e)(i). Contractor or its first-tier subcontractor is not obligated to pay an interest penalty if the only reason Contractor or its first-tier subcontractor did not make payment when payment was due is neither received payment from the City or Contractor when payment was due. The interest penalty (a) applies to the period beginning on the day after the required payment date and ends on the date on which the amount due is paid and (b) is computed at the rate specified in ORS 279C.515(2).
- f. **Mandatory Payment Clause.** Contractor agrees to include in each subcontract it enters with a first-tier subcontractor for the purpose of performing *any* contract to support the Work a clause requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of Section C(6)(e) in each of the first-tier subcontractor's subcontracts and to require each of its first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.
7. **Enforceability.** The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.



8. Liquidated Damages. Contractor agrees to prosecute the Work vigorously to completion and consistent with Section C(1). Contractor agrees delays in its performance under this Agreement will cause the City to sustain damages, increase risk to, inconvenience, and interfere with the public and commerce, and increase costs to taxpayers; accordingly, because the City finds it unduly burdensome and difficult to demonstrate the exact dollar value of such damages, Contractor specifically agrees to be subject to the provisions of Section 00180.85(b) of the applicable *City of The Dalles Standard Specifications for Construction – General Conditions* and pay the City (not as a penalty but as liquidated damages) the amounts determined by that Section 00.180.85(b) for each day the Work remains incomplete after the expiration of the contract time or adjusted contract time applicable to that Work. The Parties further agree any such damages paid pursuant to this subsection constitute payment in full only of damages incurred by the City due to Contractor's failure to complete the Work on time.
9. 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 the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.
10. Force Majeure. The Parties agree neither Party shall be held responsible for delay in the performance of this Agreement caused by circumstances beyond their control and making performance commercially impracticable, illegal, or impossible. The City may terminate this Agreement upon written notice after determining such delay will unreasonably prevent successful performance of this Agreement.

Continues on next.



11. Notices. 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 Contractor: President
AirX, LLC
6115 NE 88th Street
Vancouver, WA 98665

IN WITNESS WHEREOF, the Parties duly execute this **PUBLIC WORKS AGREEMENT** this _____ day of _____, 2025.

CITY

CONTRACTOR

Matthew B. Klebes, City Manager

Alex Kemppainen, President

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Jonathan M. Kara, City Attorney



INVITATION TO BID
Library HVAC Replacement Project

The Dalles Wasco County Library
722 Court Street
The Dalles, OR 97058



CITY OF THE DALLES
313 Court Street
The Dalles, OR 97058

Project No.:	2025-005
Project:	<i>Library HVAC Replacement Project</i>
Contract Type:	Public Works – <i>Removal, procurement, and replacement of HVAC</i>
Prevailing Wage Rates:	<u>Applicable</u>
Bids Due By:	April 29, 2025
Mandatory Site Visit:	10:00 a.m. to noon on April 8, 2025
Project Manager:	City Clerk Amie Ell amell@ci.the-dalles.or.us (541) 296-5481 ext. 1119

March 20, 2025

INVITATION TO BID

Library HVAC Replacement Project

PROJECT NO. 2025-005

The City of The Dalles (**City**) is seeking competitive bids, as authorized by the City's Local Contract Review Board (**LCRB**) Rule V(D), from qualified and licensed contractors to perform public improvement services to remove and replace the HVAC system located at The Dalles Wasco County Library (**Library**), a City-owned property located at **722 Court Street in The Dalles, Oregon** (**Property**). Specifically, the City is soliciting a contractor to:

1. perform removal, procurement, and replacement of the Library's HVAC system based on City-provided component, architectural, and engineering plans; and
2. any related or incidental services arising from the performance of those removal, procurement, and replacement services, including possible incidental universal waste and asbestos/asbestos containing material abatement.

I. General Submission Requirements

A. Invitation to Bid

1. This solicitation is for the procurement of public improvement contracts by invitation to bid (**Bids**) as set forth in ORS 279C.365 and OAR 137-049-0200 (OAR Chapter 137, Division 49 is the **Model Rule**).
 - a. Consistent with Model Rule 0200(1)(a)(J), a Contract awarded under this solicitation is a public work subject to ORS 279C.800 to 279C.870 and is subject to prevailing wage rates laws; accordingly, no Bid will be received or considered by the City unless the Bid contains a statement by the bidder as part of the Bid that *Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838 and ORS 279C.840*.
 - b. Consistent with Model Rule 0200(1)(a)(K), the City shall not consider any Bid submitted by a bidder who does not have a current, valid certificate of registration issued by the Construction Contractors Board at the time the Bid is made.
 - c. Consistent with Model Rule 0200(1)(a)(L), the City shall not award a Contract for asbestos abatement unless the Contractor or its subcontractor is state-certified to perform asbestos abatement under ORS 468A.720.
 - d. The City shall deem Bids received from bidders without valid certificates of registration for construction or state-certification for asbestos abatement as nonresponsive and shall reject such Bids as stated in ORS 279C.365(1)(k).
2. The Bids shall not be opened until after the final submission date and hour below. Submissions shall become property of the City without obligation. The City is not liable for any cost incurred by bidders in the preparation, submission, and presentation of their Bids.

Invitation to Bid

Project No. 2025-005 (*Library HVAC Replacement Project*)

Page 2 of 12

3. As authorized by OAR 137-049-0310 and Model Rule 0200(1)(a)(E), Bids must be submitted electronically via email to thedallesbids@ci.the-dalles.or.us with the subject line **Project 2025-005 (Library HVAC Replacement Project) ITB Response** directed to:

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

4. Bids will be received until and not later than **2:00 p.m. Pacific Prevailing Time** on **April 29, 2025 (Closing)**. The duty rests with the bidder to ensure the required Bid documents are attached to any email sent to the City in response to this solicitation. First-tier subcontractor disclosures must be submitted within two (2) hours of the Closing consistent with **Section I(H)(1)**.
5. To be considered for award, each Bid must include:
 - a. a *cover sheet* indicating an interest in bidding for the HVAC replacement services to be provided to the City and reflecting the bidder's intent to comply with all terms, conditions, and specifications set forth in this solicitation, signed by an authorized officer of the bidding firm;
 - b. a signed *Bid Form* indicating lump sum prices for each Quote Item and unit costs for asbestos and potential universal and/or hazardous waste abatement;
 - c. a signed *First-Tier Subcontractor Disclosure Form* indicating the name of each subcontractor potentially furnishing labor or materials connected with a Contract awarded under this solicitation;
 - d. a signed *Certification of Non-Discrimination Form* pursuant to ORS 279A.110(4);
 - e. a signed *Bid Security Form*;
 - f. a copy of any relevant *standard agreement* used by the bidding firm for potential adoption of any of its specific provisions into the Contract awarded under this solicitation; and
 - g. the specific information to be provided by bidders as set forth in **Section II**.

B. Opening and Review of Solicitation Responses

1. Bids shall be opened immediately after the Closing (**Opening**) in the office of the City Clerk, City Hall, 313 Court Street, The Dalles, OR 97058, when the email account designated for Bid receipt will be accessed. Bid responses will be opened then and there and livestreamed via Zoom Meeting (**Meeting ID:** 858 0212 1281; **Passcode:** 068006) accessible on the City's website at www.thedalles.org/bids. Once opened, Bids will be filed for public inspection.

Invitation to Bid

Project No. 2025-005 (*Library HVAC Replacement Project*)
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2. This solicitation may be reviewed in the Office of the City Clerk for the City of The Dalles, City Hall, 313 Court Street, The Dalles, OR 97058. The Information for Bidders and other Contract Documents may be found online at www.thedalles.org/bids.

C. Clarifications and Addenda

1. Prospective bidders with questions concerning clarifying a provision of the Bid documents or Opening should direct inquiries to **City Clerk Amie Ell** at (541) 296-5481 ext. 1119 or amell@ci.the-dalles.or.us within 96 hours before Closing. The City's clarification to a bidder, whether orally or in writing, does not change the solicitation document and is not binding on the City unless the City amends the solicitation document by addendum.
2. The City may change a solicitation document only by written addenda. Prospective bidders shall provide written acknowledgement of receipt of all issued addenda with its Bid unless the City otherwise specifies in the addenda.
3. The City shall notify prospective bidders of addenda by posting a copy of each addendum to the City's website at www.thedalles.org/bids.
4. Unless a different deadline is set forth in the addendum, a prospective bidder may submit a written request for change or protest to the addendum by the close of the City's next business day after issuance of the addendum, or up to the last day allowed to submit a request for change or protest under Model Rule 0260, whichever date is later.

D. Mandatory Pre-Bid Site Inspection

1. As authorized by Model Rule 0240, the City requires all bidders seeking award to attend a pre-Bid site inspection at 722 Court Street, from **10:00 a.m. to noon on April 8, 2025**. All attendees are required to sign in to signify their attendance at that mandatory pre-bid site inspection meeting.
2. Any statements made by the City's representatives at the mandatory pre-Bid site inspection do not change the solicitation document unless the City confirms such statements with a written addendum to the solicitation document.

E. Cancellation of Solicitation

1. The City may cancel a solicitation for good cause if the City finds cancellation is in the public interest. The City's reasons for cancellation shall be made part of the solicitation file. The City shall provide notice of cancellation consistent with Model Rule 0210(1).
2. If the City cancels a solicitation prior to Opening, the City shall delete any received Bids from the email account designated for Bid receipt, unopened. If the City rejects all Bids, the City shall retain all such Bids as part of the City's solicitation file.

Invitation to Bid

Project No. 2025-005 (*Library HVAC Replacement Project*)

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3. The City is not liable to any bidder for any loss or expense caused by or resulting from the cancellation, delay, or suspension of this procurement or rejection of any Bid.

F. Pre-Closing Modification or Withdrawal of Bids

1. A bidder may modify its Bid in writing prior to the Closing. Bidders shall prepare and submit to the City any modification to their Bid in the same manner as submitting a Bid under this solicitation. Any modification must include the bidder's statement the modification amends and supersedes the prior Bid. The bidder shall mark the submitted modification as ***Bid Modification – Project 2025-005 (Library HVAC Replacement Project)***.
2. A bidder may withdraw its Bid by written notice submitted on the bidder's letterhead, signed by an authorized representative of the bidder, delivered to **Amie Ell, City Clerk**, at the Office of the City Clerk, City Hall, 313 Court Street, The Dalles, OR 97058 and received by the City prior to the Closing. The bidder or authorized representative of the bidder may also withdraw its Bid in person prior to the closing upon presentation of appropriate identification and evidence of authority satisfactory to the City. The bidder shall mark the Written request to withdraw a Bid as ***Bid Withdrawal – Project 2025-005 (Library HVAC Replacement Project)***.
3. The City shall include all documents relating to the modification or withdrawal of Bids in the appropriate solicitation file.
4. Any Bid received after closing is late. A bidder's request for withdrawal or modification of a Bid received after closing is late. The City will not consider late Bids, withdrawals, or modifications except as permitted in Model Rule 0330 or Model Rule 0370.

G. Receipt, Opening, and Recording of Bids

1. The City shall electronically or mechanically time-stamp or hand-mark each Bid and any modification upon receipt. The City shall not open the Bid or modification upon receipt, but shall maintain it as confidential and secure until the Opening. If the City inadvertently opens a Bid or a modification prior to the Opening, the City shall return the Bid or modification to its secure and confidential state until opening. The City shall document the resealing for the procurement file (e.g., *City inadvertently opened the Bid due to improper identification of the Bid*).
2. The City shall publicly open Bids and modifications made to Bids consistent with **Section I(B)**. To the extent practicable, the City shall read aloud the name of each bidder, the Bid price(s), and such other information as the City considers appropriate.
3. After Opening, the City shall make Bids available for public inspection. The City may, in the City Attorney's sole discretion, withhold from disclosure those portions of a Bid the bidder designates as trade secrets or as confidential proprietary data in accordance with applicable law as authorized by the Oregon Public Records Law and the City's Public Records Policy. Bidders are responsible for identifying such secrets or data and shall separate information designated as confidential from other

Invitation to Bid

Project No. 2025-005 (*Library HVAC Replacement Project*)

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nonconfidential information at the time of submittal. Prices, makes, models, or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential in any circumstance.

H. First-Tier Subcontractors – Disclosure and Substitution

1. Within two (2) working hours after the Closing, all bidders shall submit to the City a disclosure form, attached to this solicitation document and described by ORS 279C.370(2), identifying any first-tier subcontractors furnishing labor or labor and materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:
 - a. Five percent (5%) of the total Contract price, but at least \$15,000; or
 - b. \$350,000, regardless of the percentage of the total Contract price.
2. The City must reject a Bid if the bidder fails to submit the First-Tier Subcontractor Disclosure Form with the following information, or fails to submit the Form without indicating **NONE**:
 - a. the subcontractor's name;
 - b. the category of work the subcontractor would be performing; and
 - c. the dollar value of the subcontract.
3. Compliance with the disclosure and submittal requirements of ORS 279C.370 and Model Rule 0340 is a matter of responsiveness. Bids submitted by the Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.
4. The City shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and Model Rule 0340. The City is not required to determine the accuracy or completeness of the information provided on disclosure forms.
5. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. The City shall accept written submissions filed thereunder as public records. Aside from issues involving inadvertent clerical error under ORS 279C.585, the City does not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions.

I. Bid Security

1. Since the estimated price of a Contract awarded by this solicitation is expected to exceed \$100,000.00, the City requires bidders provide Bid security in the amount of ten (10%) percent of their Bid. The City is restricted by Model Rule 0290 to only accept Bid security in the form of a surety bond, irrevocable letter of credit, or cashier's or certified check. Bid security shall be payable to the **City of The Dalles** as a guarantee the Bid shall be irrevocable for a period of 60 calendar days, unless

otherwise specified by the City, after Opening and as liquidated damages should the bidder fail or neglect to furnish the required performance bond and insurance and execute the Contract within 10 calendar days after receiving the Contract from the City.

J. Prevailing Wage

1. The selected Contractor and its subcontractors shall pay the applicable prevailing wages to their workers as required by ORS 279C.840. This solicitation and the resulting Contract are subject to the following Oregon Bureau of Labor and Industries (**BOLI**) wage rate requirements and the prevailing wage rates set forth in:
 - a. the *Prevailing Wage Rates for Public Works Contracts in Oregon*, effective January 5, 2025, and any further applicable amendments thereto; and
 - b. the *PWR Apprenticeship Rates*, effective January 5, 2025, and any applicable amendments thereto.

K. Bid Evaluation and Award

1. If awarded, the City shall award the Contract to the responsible bidder submitting the lowest responsive Bid; provided, however, and consistent with ORS 279C.375(2)(a), such bidder is not listed by the Construction Contractors Board as disqualified to hold a public improvement contract. The City may award by item, groups of items, or the entire Bid, if such award is in the public interest.
2. Bidders are required to demonstrate their ability to perform satisfactorily under a Contract awarded under this solicitation. Before award, the City must have information indicating the bidder meets the standards of responsibility set forth in ORS 279C.375(3)(b). Bidders are encouraged to review those standards to ensure any submitted Bid provides sufficiently reasonable information for the City to make a responsibility determination.
3. The City shall use only objective criteria to evaluate Bids as set forth in this solicitation document. The City shall evaluate Bids to determine the responsible bidder offering the lowest responsive Bid. Bidders should include all relevant information to support the City's finding the bidder:
 - a. has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
 - b. holds current licenses that businesses or service professionals operating in Oregon must hold in order to undertake or perform the work specified in the Contract;
 - c. is covered by liability insurance and other insurance in amounts the City requires for the work specified in the Contract;

Invitation to Bid

Project No. 2025-005 (*Library HVAC Replacement Project*)

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- d. qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128;
 - e. submitted a complete First-Tier Subcontractor Disclosure Form;
 - f. completed previous contracts of a similar nature with a satisfactory record of performance;
 - g. has a satisfactory record of integrity;
 - h. is legally qualified to contract with the City; and
 - i. supplied all necessary information in connection with the inquiry concerning responsibility. If a bidder fails to promptly supply information concerning responsibility the City requests, the City shall determine the bidder's responsibility based on available information or may find the bidder is not responsible.
4. Consistent with Model Rule 0200(1)(a)(I), each bidder under this solicitation must identify whether the bidder is a *resident bidder* as defined in ORS 279A.120.
 5. In determining the lowest responsive Bid, the City shall, in accordance with Model Rule 0390, add a percentage increase to the Bid of a nonresident bidder equal to the percentage, if any, of the preference given to the nonresident bidder in the state in which the bidder resides.
 6. In evaluating Bids, the City may seek information from a bidder only to clarify the Bid. Such clarification shall not vary, contradict, or supplement the Bid. A bidder must submit written and signed clarifications and such clarifications shall become part of the Bid.
 7. The City shall not negotiate scope of work or other terms or conditions prior to award except as permitted by ORS 279C.340 and Model Rule 0420.
 8. After award, the City and Contractor may modify the Contract only by change order or amendment to the Contract in accordance with Model Rule 0910.
 9. Consistent with ORS 279C.375(2), the City shall post electronically (accessible at www.thedalles.org/bids) a notice of the City's intent to award a contract under this solicitation at least seven (7) days before its award. The City's award shall not be final until the later of:
 - a. seven (7) days after the date of the notice; or
 - b. the City's provision of a written response to all timely-filed protests denying the protest and affirming the award.

Invitation to Bid

Project No. 2025-005 (*Library HVAC Replacement Project*)

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L. Post-Award

1. Pursuant to ORS 279C.380, and except as provided in ORS 279C.390, the successful bidder shall promptly execute and deliver to the City Manager both a:
 - a. performance bond in an amount equal to the full contract price conditioned on the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the Contract; and
 - b. payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.
2. The bonds described in **Section I(L)(1)** must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. The bonds may not constitute the surety obligation of an individual or individuals. The bonds must be payable to the **City of The Dalles** and in the forms included in this solicitation.
3. As specified in ORS 279C.836, the successful bidder shall file a public works bond with a corporate surety in the amount of \$30,000 with the **Construction Contractors Board** (in the form included in this solicitation) before starting work on the Contract. Further, as specified in ORS 279C.830, the Contractor shall include a provision in any and all subcontracts requiring all subcontractors have a valid bond filed with the Construction Contractors Board before starting work on the Contract, as applicable, unless exempt.
4. The successful bidder shall, within 10 calendar days after receipt of the Contract from the City but before starting any work under the Contract, sign and deliver to the City Manager and the Construction Contractors Board (for the public works bond) all required copies. At or prior to delivery of the signed Contract, the Contractor shall deliver to the City Manager a performance bond, a separate payment bond, any other bonds, the Workers' Compensation coverage certification, and policies of insurance or insurance certificates with additional insured endorsement forms attached. Contractor's failure or refusal to furnish any of the documents described by this paragraph shall be just cause for cancellation of the award, withdrawal of the Contract, and forfeiture of the Bid Security.

M. Rejection of Bids

1. The City may reject any Bid upon finding accepting the Bid may impair the integrity of the procurement process or rejecting the Bid is in the public interest.
2. The City shall reject a Bid upon the City's finding the Bid:
 - a. is contingent upon the City's acceptance of terms and conditions (including specifications) different from the solicitation document;
 - b. takes exception to terms and conditions (including specifications);

Invitation to Bid

Project No. 2025-005 (*Library HVAC Replacement Project*)

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- c. attempts to prevent public disclosure of matters in contravention of the terms and conditions of the solicitation document or in contravention of applicable law;
 - d. offers work or goods failing to meet the specifications of the solicitation document;
 - e. is late;
 - f. is not in substantial compliance with the solicitation document; or
 - g. is not in substantial compliance with all prescribed public solicitation procedures.
3. The City shall reject a Bid upon the City's finding the bidder:
- a. has been disqualified under Model Rule 0350;
 - b. has been declared ineligible under ORS 279C.860 by BOLI;
 - c. is listed as not qualified by the Construction Contractors Board;
 - d. has not met the requirements of ORS 279A.105;
 - e. has not submitted properly executed Bid Security;
 - f. has failed to provide the City a Certification of Non-Discrimination; or
 - (i) Pursuant to ORS 279A.110(4), the bidder shall certify and delivery to the City written certification, as part of the Bid, the bidder has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
 - g. is not responsible. See Model Rule 0370(2) regarding the City's determination a bidder has met the statutory standards of responsibility.
4. The City may reject all Bids for good cause upon the City's finding it is in the public interest to do so. The City shall notify all bidders of the rejection of all Bids, along with the good cause justification and finding.

II. Specific Information to Be Provided by Bidders

A. Scope of Work

1. Removal, Procurement, and Replacement Services

- a. **Note:** As detailed in **Exhibit B**, the City has provided architectural, engineering, and design necessary and required for this Project.
- b. Provide all necessary supervision, labor, equipment, materials, and disposal to perform:

Invitation to Bid

Project No. 2025-005 (*Library HVAC Replacement Project*)

Page **10** of **12**

- (1) removal of the Library's current HVAC system consistent with City-specified plans described in **Exhibit B**;
- (2) procurement of a new HVAC system consistent with City-specified components described in **Exhibit B**; and
- (3) installation of the new HVAC system pursuant to the City-specified plans described in **Exhibit B**, and contain (as appropriate) all impacts associated with the provision of the services.

2. ***Incidental and Related Services***

- a. Incidentally and relatedly to the services described in Section II(A)(1), there may be a need to identify and dispose universal or hazardous waste. No universal or hazardous waste survey has been performed at the site. Identify and mitigate all universal or hazardous waste encountered, including lead-based paint (if any); if encountered, provide hazardous material identification and a Remediation Plan to City for approval prior to performing any hazardous waste abatement. Contain all impacts associated with the provision of the universal or hazardous waste abatement. Perform universal and hazardous waste abatement per all applicable laws; if lead-based paint is confirmed, comply with all aspects of Oregon OSHA's construction industry rule for controlling lead exposure (1926.62). Perform all abatement per applicable Oregon Department of Environmental Quality (**DEQ**) and Oregon OSHA requirements. Dispose all universal or hazardous waste at an appropriate landfill or disposal facility. Provide all regulatory documentation associated with universal or hazardous waste abatement and disposal.
- b. Perform a final cleaning of the worksite prior to final inspection by the City. No building materials, demolition debris, or paint chips are to remain onsite.
- c. If asbestos or asbestos containing material is discovered, and consistent with ORS 468A.720 and Model Rule 0200(1)(a)(L), no worker shall work on this project unless licensed to perform asbestos abatement projects by DEQ.
- d. Consistent with ORS 279C.510(1) and Model Rule 0200(1)(c)(C), salvaging and recycling construction and demolition debris is required if feasible and cost-effective.

III. **Special Terms**

- A. Prospective bidders may review the substantive form of City's Contract to be awarded by this solicitation attached to and made part of these contract documents as **Exhibit A**.
- B. All work for this Project is anticipated to commence **September 1, 2025**, and be completed by **November 30, 2025**—however, if a bidder anticipates that performance period cannot be timely met, the City will accept Bids indicating a commencement and completion date in Spring 2026 on the condition that such bidders agree to hold their submitted Bid firm through the completion date.

Invitation to Bid

Project No. 2025-005 (*Library HVAC Replacement Project*)
Page 11 of 12

IV. Forms

Form 1	<i>Bid Form</i>
Form 2	<i>First-Tier Subcontractor Disclosure Form</i>
Form 3	<i>Certification of Non-Discrimination Form</i>
Form 4	<i>Bid Security Form</i>
Form 5	<i>Public Works Bond</i>
Form 6	<i>Performance Bond</i>
Form 7	<i>Payment Bond</i>

V. Exhibits

Exhibit A	<i>Form of Contract</i>
Exhibit B	<i>Plans</i>
Exhibit B-1	<i>Project Manual Permit Set</i> Ankrom Mosian March 19, 2025
Exhibit B-2	<i>Combined Sheets</i> MKE & Associates, Inc. March 14, 2025
Exhibit B-3	<i>Structural Calculations</i> Kramer Gehlen & Associates, Inc. March 5, 2025
Exhibit B-4	<i>Structural Drawings</i> Kramer Gehlen & Associates, Inc. March 5, 2025

VI. Anticipated Solicitation Schedule

March 20, 2025	Issuance of ITB
April 8, 2025	Mandatory Pre-Bid Site Visit
April 29, 2025	Closing and Opening
April 30 – May 2, 2025	Review and evaluation of bids
May 5, 2025	Notice of intent to award contract
May 12, 2025	City Council award

Invitation to Bid

Project No. 2025-005 (*Library HVAC Replacement Project*)
Page 12 of 12



City of The Dalles
313 Court Street
The Dalles, OR 97058
Attn: Amie Ell, City Clerk

Re: Project No. 2025-005 - Library HVAC Replacement Project

Dear Ms. Ell,

We are pleased to submit our bid for the Library HVAC Replacement Project, Project No. 2025-005. AirX LLC is eager to provide HVAC replacement services, including removal, procurement, and installation, along with the incidental services required.

We have reviewed the solicitation's terms, conditions, and specifications and confirm our intent to fully comply with all requirements. We confirm our agreement to the scope of work and terms as detailed in Section II of the solicitation. As no specific additional information is requested beyond the required bid documents, we have not included supplementary materials. Additionally, we do not have a standard agreement to submit as part of this bid.

Enclosed are the following required documents:

- Signed Bid Form
- Signed First-Tier Subcontractor Disclosure Form
- Signed Certification of Non-Discrimination Form
- Signed Bid Security Form

Thank you for the opportunity to bid on this project. We look forward to the possibility of working with the City of The Dalles.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Kemppainen".

Alex Kemppainen
President

360.718.9100



INFO@AIRX.LLC



AIRX LLC



BID FORM

Offer of AirX LLC (**Bidder**), organized and existing under the laws of the State of Washington, doing business as AirX LLC, to the **CITY OF THE DALLES**, an Oregon municipal corporation.

In compliance with the Advertisement and Invitation for Bids, Bidder hereby proposes to perform all Work necessary for

CONTRACT NO. 2025-005 LIBRARY HVAC REPLACEMENT PROJECT

in strict accordance with the solicitation and Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Offer, each Bidder certifies (and, in the case of a joint Offer, each party certifies as to their own organization) this Offer has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Offer with any other Offer or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the project by **November 30, 2025** (*tentative, see Solicitation Section III(B)*). Bidder further agrees to pay liquidated damages of the sum calculated at the per diem rate set forth in Part 00100 of 2025 City of The Dalles Standard Specifications for Construction – General Conditions (*available [here](#)*) for each consecutive calendar day thereafter for which the Contractor is in breach of the Contract.

Bidder further states the provisions of ORS 279C.830 will be complied with.


Bidder, in supplying this Offer, acknowledges the receipt of the Contract Document package.

Bidder agrees to perform all the Work described in the Contract Documents for the following unit prices and lump sum:

Task Description	Unit Price
Removal and disposal of existing HVAC system	\$ 45,680.00
Procurement and replacement of new HVAC system	\$ 369,340.00
Incidental disposals (asbestos, universal waste, all other refuse)	\$ 8,620.00

Total Bid Amount: \$ 423,640.00

Bidder acknowledges, through the submission of this Offer, the Work to be performed for this Project shall require close coordination with the City of The Dalles and its other contractors.


Bidder

Alex Kemppainen
Name

President
Title

4/28/2025
Date

Form 1 – Bid Form

Project No. 2025-005 (*Library HVAC Replacement Project*)

Page 1 of 1

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM


Project No.: 2025-005
Project Name: Library HVAC Replacement Project
Bid Closing: 2:00 p.m. on April 29, 2025

This Form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

List below the name of each subcontractor potentially furnishing labor or materials and is required to be disclosed, the category of Work the subcontractor would be performing, and the dollar value of the subcontract. Enter ***NONE*** if there are no subcontractors requiring disclosure consistent with Oregon Public Contracting Code. *Attach additional sheets if needed.*

Subcontractor	Category of Work	Dollar Value
Coburn Electric	Electrical	\$40,307.60
Northwest Control Company	Controls	\$58,200.00

Failure to submit this Form by the disclosure deadline will result in a nonresponsive Bid which will not be considered for award.

 Bidder	<u>Alex Kemppainen</u> Name	<u>President</u> Title	<u>4/28/2025</u> Date
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CERTIFICATION OF NON-DISCRIMINATION

Project No.: 2025-005
Project Name: Library HVAC Replacement Project

Discrimination in subcontracting is prohibited pursuant to ORS 279A.110(1). Any contractor contracting with the City of The Dalles (**City**) shall not discriminate in awarding a subcontract against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business owned by a service-disabled veteran, or an emerging small business.

Consistent with ORS 279A.110(4), through the signature of the authorized representative of the Bidder below, the Bidder hereby certifies to the City it has not discriminated against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business owned by a service-disabled veteran, or an emerging small business in obtaining any subcontracts and, if awarded the Contract for which its Bid was submitted, will not so discriminate.

If the City awards the Contract to a Bidder and the Bidder violates this Certification, the City may regard the violation as a breach of contract permitting the City to terminate the Contract or exercise any other remedies reserved in the Contract, all consistent with ORS 279A.110(5).

 Bidder	<u>Alex Kemppainen</u> Name	<u>President</u> Title	<u>4/28/2025</u> Date
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BID SECURITY

KNOW ALL PEOPLE BY THESE PRESENTS that we, AirX, LLC, as Principal (**Contractor**), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and duly authorized to transact a SURETY business in the State of Oregon, as surety (**SURETY**), are held and firmly bound unto the **CITY OF THE DALLES**, an Oregon municipal corporation, in the full sum of ten (10) percent of the total amount of Contractor's OFFER for the Work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas Contractor is herewith submitting to the CITY OF THE DALLES a certain OFFER for the following Work, to wit:

CONTRACT NO. 2025-005 LIBRARY HVAC REPLACEMENT PROJECT

said OFFER and its solicitation, by this reference being made a part hereof;

NOW, THEREFORE, if the said OFFER submitted by Contractor is accepted and the Contract for said Work be awarded to Contractor, and if Contractor enters into and executes said Contract and furnishes bonds as required within the time required, then this obligation shall be void; otherwise to remain in full force and effect.

Signature page follows.

IN WITNESS WHEREOF, Contractor and SURETY have caused these presents to be signed and sealed this 28th day of April, 2025.

AirX, LLC

PRINCIPAL

BY



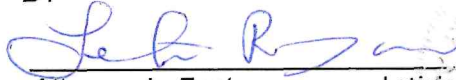
TITLE

Alex Kemppainen, President

Philadelphia Indemnity Insurance Company

SURETY

BY



Attorney-in-Fact

Leticia Romano

NOTE

If the Principal is operating under an assumed business name there must also be set forth in the first paragraph of the bond, the names of all the partners or the individuals owning the business, and the bond must be executed by one of them.

If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing the officer's official title and the seal of the corporation.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Ashlee Pingree, Jessi Wimer, Joel Dietzman, Christopher Reburn, Richard W. Kowalski, Philip O. Forker, Gloria Bruning, Vicki Mather, Brent Olson, Leticia Romano, Justin Cumnock, Andrew Choruby, Casey Geske, Sterling Drew Roddan, James Patrick Dooney II and Chloe Lyons of Anchor Insurance & Surety, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

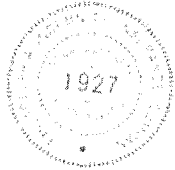
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

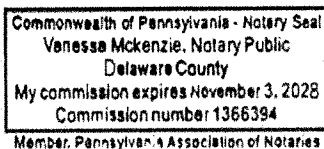
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at:

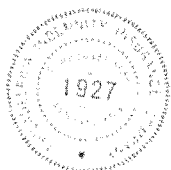
Bala Cynwyd, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of April, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



AGENDA STAFF REPORT

AGENDA LOCATION: Item #10B

MEETING DATE: June 2, 2025

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Authorizing the City Manager to enter Contract No. 2025-004 with The Dalles Area Chamber of Commerce for Tourism Promotion Services

BACKGROUND: The City's existing tourism promotion contract with The Dalles Area Chamber of Commerce is nearing its conclusion after years of successful service. In accordance with the City's Local Contract Review Board Rules and general best practices, the City engaged in a formal solicitation (*Request for Proposals*, **RFP**) for competitive proposals to provide the City tourism promotion services.

On January 27, 2025, the City Council approved the establishment of its *Ad-Hoc Tourism Services Contract Review Committee* (**Committee**) to evaluate proposals and make a recommendation to the City Manager. The Committee was designed to represent certain business sectors (restaurant, lodging, and local attractions) and bring individuals with subject matter expertise in travel, tourism, and economic development.

On February 20, 2025, the City issued the RFP for Project. No 2025-004 (*Tourism Promotion Services*) with a submission deadline of March 25, 2025, at 2:00 p.m. PPT and received proposals from the following 5 entities:

- Noble Consulting LLC;
- Granada Theatre/Spotlight Tourism Center;
- The Dalles Area Chamber of Commerce;
- The National Neon Sign Museum; and
- Watson Creative.

One (1) of those proposals was submitted after the deadline and was therefore rejected as required by Oregon law. As standard for any of the City's formal competitive solicitation

processes and as described in the RFP itself, the City Attorney reviewed the remaining proposals for conformance with the State of Oregon’s so-called “responsibility standards” before the Committee’s evaluation. The State’s purpose for requiring those minimum standards is to mitigate the risk of awarding a public contract to a contractor that does not have the capability to perform the contracted work at the level of expertise and efficiency required to meet a public body’s needs. The City determined that two (2) of the proposers (*The Dalles Area Chamber of Commerce* and *Watson Creative*) were fully responsible to perform the entire scope of work, one (1) proposer (*The National Neon Sign Museum*) was partially responsible, and one (1) proposer was not responsible because it was not able to demonstrate to the City it had completed previous contracts of a similar nature with a satisfactory record of performance.

The Committee convened on April 10, 2025, to review those identified 3 proposals. During that meeting, Committee members evaluated the proposals based on the following criteria:

- General Tourism Marketing;
- Visitor Hospitality Services;
- Major Events;
- Cruise Ship Industry;
- Media Campaigns;
- Content Marketing; and
- Marketing Analysis and Data Reporting.

After thorough discussion and scoring, the Committee recommended the City assign contractual responsibilities for tourism promotion services to The Dalles Area Chamber of Commerce (**Chamber**) with a further recommendation that the City and Chamber engage in negotiations to determine a finalized scope of work and budget taking into account opportunities to strengthen the proposal in specific areas by noting:

...this tourism contract affords the City the opportunity to assess how tourism recruitment and destination management should occur in The Dalles. This is about more than simply “managing” the visitor experience—it is about exploring community expectations, a possible branding refresh, anticipating fiscal challenges, and identifying an “image” reflecting our community’s multi-faceted character.

As such, the Committee recommended the City and Chamber work together to facilitate a community-wide workshop or similar initiative to develop a comprehensive tourism strategic framework to guide future efforts and strategy. It is anticipated that this work would better allow collected data to support strategic planning to develop and deliver effective brand and marketing initiatives.

Based on that recommendation, the City and Chamber met to negotiate a finalized scope of work, which resulted in the inclusion of a *Destination Development Plan* directly reflecting the Committee’s recommendation to develop a strategic framework for tourism in our community. There were also other minor changes to the scope of work, such as reporting periods, method of providing information to visitors on the weekend, and additional details on specific services offered.

The Chamber proactively submitted an application to Travel Oregon's Competitive Grant Program in February to support said effort and seeking \$93,000 (with \$5,000 in-kind contribution from the Chamber). This is substantial additional value that the Chamber brings to this contract and is an example of grant and other opportunities the Chamber can leverage as the City's contractor here as a nonprofit organization. Regardless of whether that grant is awarded, the City and Chamber agree that such a framework is critical and to work together to move such a project forward with a revised scope and budget.

Staff also notes that the Chamber's response includes a proposal to hire an Executive Tourism Director to fulfill the proposed scope of work under this agreement to allow the Chamber's Chief Executive Officer to more directly focus on services the Chamber provides to the community and its members.

BUDGET IMPLICATIONS: The Chamber's proposal included a budget of \$465,000.00 for FY 25/26. The proposal also commits to a maximum annual increase of 3% for each of the subsequent contract years. For reference, the City budgeted \$452,313 for tourism promotion services in FY24/25 and \$450,000 has been reserved in the upcoming City budget proposal for FY25/26. If this is approved tonight, staff is prepared to bring the needed budget adjustments to the upcoming City Council Budget Adoption on June 9th.

COUNCIL ALTERNATIVES:

1. ***Staff Recommendation: Move to authorize the City Manager to enter Contract No. 2025-004, a Personal Services Agreement with The Dalles Area Chamber of Commerce for tourism promotion services, in an amount not to exceed \$465,000, as presented.***
2. Make modifications then move to authorize the City Manager to enter Contract No. 2025-004, a Personal Services Agreement with The Dalles Area Chamber of Commerce for tourism promotion services, in an amount not to exceed \$465,000, as amended.
3. Decline formal action and direct Staff accordingly.

PERSONAL SERVICES AGREEMENT

Contractor	The Dalles Area Chamber of Commerce
Consideration	\$465,000.00 for FY25/26 (NTE 3% Annual Increase)
Effective Date	July 1, 2025
Completion Date	June 30, 2028
Project/Services	<i>Tourism Promotion Services</i>

This PERSONAL SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and The Dalles Area Chamber of Commerce, an Oregon nonprofit corporation (**Contractor**), for Contractor's provision of tourism promotion services to the City.

WHEREAS, the City requires performance of certain personal services described in the solicitation for Project No. 2025-004 (*Tourism Promotion Services*), attached to and made part of this Agreement as its **Exhibit A**; and

WHEREAS, Contractor desires to perform those certain personal services pursuant to the compensation and conditions set forth 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:

A. Contractor's Duties

1. Scope of Services. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subconsultants approved under this Agreement, and provide any equipment necessary to perform all tasks described in **Exhibit B (Work)**. The Parties agree the Work shall be interpreted broadly to the City's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in **Exhibit B** but necessary to fully and effectively perform those specifically listed tasks.
2. Insurance and Indemnity.
 - a. Insurance. Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$1,000,000.
 - b. Certificates. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling any insurance policy contemplated by this Agreement.
 - c. Workers' Compensation. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance

does not cover each and every subconsultant, certificates of insurance issued on policies covering each and every subconsultant shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.

- d. Indemnity. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subconsultants) acts or omissions in the performance of this Agreement.

3. Payments.

- a. Prompt Payment. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subconsultants), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.
- b. Labor Hours. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
- c. Medical. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
- d. No Liens. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
- e. Employee Withholdings. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.

B. City's Duties

1. Compensation.

- a. Mutual Agreement. The City agrees to pay Contractor for the Work a sum not to exceed **\$465,000.00** for the fiscal year commencing July 1, 2025; for all other fiscal years covered by the term of this Agreement, the City agrees to pay Contractor for



the Work a sum mutually agreed to as part of the process described in **Section C(4)** but in an amount not to exceed a **three (3%) percent** annual increase each fiscal year.

- b. **Methods.** The City agrees to make that sum available to Contractor as follows:
 - (1) **Administrative Services and Personnel Costs.** For agreed to administrative services and personnel costs, the City agrees to compensate Contractor in equal monthly payments by the first day of each month.
 - (2) **Reimbursements.** For the remaining amount, the City agrees to reimburse Contractor's for its submitted and approved invoices related to the Marketing Plan and Budget no more frequently than monthly. Contractor agrees its submission of necessary original invoices and vouchers with appropriate approval by Contractor and documentation (e.g., receipts for goods, packing slips, copies of Contractor-issued purchase orders, etc.) to the City for its review, approval, and payment is a condition precedent to the City's obligation to reimburse Contractor. The City agrees to disburse payment for approved expenses in the ordinary course of processing its accounts payable.
- c. **Release.** Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date.
- d. **No Acceptance.** The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.
- e. **Public Budgeting.** The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

C. Special Conditions

- 1. **Definitions.** The Parties agree the definitions of ORS 320.300, as may be amended or superseded, apply throughout this Agreement (including its **Exhibit A and B**) and to the Work.
- 2. **Specific Services.** Contractor agrees to provide the following specific tourism promotion services to the City as part of the Work:
 - a. **Visitor Information Center.** Contractor agrees to manage and administer (including providing all staff, materials, and services for the functioning of) a visitor information center within The Dalles. Contractor agrees to keep the visitor information center open to provide information and materials for walk-in visitors with business hours established subject to demand and seasonal adjustments. Contractor further agrees the visitor information center will respond to requests for tourism information sent by mail or electronic means. Contractor agrees to develop informational programs and coordinate with other agencies and entities to develop and provide tourism information regarding The Dalles.



- b. *Tourism Promotion Activities*. Contractor agrees to provide functions, literature, advertising, staff, supplies, equipment, and support to promote The Dalles as a destination for tourists and visitors, including by developing, arranging for printing, and distributing literature, and conducting activities and programs designed to promote The Dalles as a destination for tourists and visitors. Contractor further agrees to coordinate its activities with other organizations and other visitor promotion entities as reasonably appropriate.
 - c. *Regional Branding*. Contractor agrees to promote the “Explore The Dalles” brand on all printed materials, promotions, and digital advertising connected with this Agreement. The City agrees to consider Contractor’s additional reasonable branding requests or proposals on a case-by-case basis.
 - d. *Administrative and Management Functions*. Contractor agrees to provide day-to-day management activities to perform (including planning and acquiring services, equipment, supplies, and facilities to fulfill) the Work. Contractor agrees to be responsible for maintaining capable and competent staff (including management staff) and Contractor further agrees its chief executive or designee will attend any City Council and/or City committee meetings (as directed by the City Manager) to provide updates, information, or other data on this Agreement’s performance (including the visitor information center’s plans and services).
3. *City Discretion*. The Parties agree the City retains the unilateral right to amend the Work at any time with thirty (30) days’ advance notice (or at any time with Contractor’s agreement) and to adjust compensation as described in **Section C(4)** commensurate with that amendment.
4. *Annual Scope of Services and Budget*. Contractor agrees to submit an annual *scope of services and budget* to the City Manager for their review and approval by February 1 each year of this Agreement’s term. Contractor agrees its budgets will be prepared assuming a total budget for the Work each fiscal year and further agrees to provide the City Manager at least annual progress reports on progress towards performance of the scoped services. Contractor agrees each scope of services and budget will contain (at least):
- a. a review of Contractor’s previous year’s performance;
 - b. a detailed description of and budget for Contractor’s proposed services to be provided for the following fiscal year; and
 - c. an identification of Contractor’s activities and performance goals.
5. *Administrative Costs*. The Parties agree Contractor’s administrative and management costs (including its personnel, internal budgeting and accounting, purchasing, insurance, maintenance, supervision, legal, printing and any other costs) are Contractor’s costs in its sole discretion.
6. *Assets*. Contractor agrees to return to City any tangible fixed asset purchased by the City connected with this Agreement’s performance or (in the City’s sole discretion) to



purchase such assets at their fair market value price. Specifically, at termination or expiration of this Agreement, Contractor agrees to transfer to the City all intellectual property or promotional materials associated with its provision of services and prosecution of the Work under this Agreement.

7. Records and Accounting. Contractor agrees to maintain records and accounts allowing the City to assure a proper accounting for all funds paid Contractor for its performance under this Agreement. Contractor further agrees to make income and expenditure records relating to this Agreement available for the City's review and/or audit within 72 hours from the City's written notice of such review and/or audit. Contractor agrees the City (during both the term of this Agreement and for 365 days following its termination or expiration) is entitled and authorized to audit Contractor's records relating to this Agreement for the period of three (3) years prior to any such audit. Contractor further agrees the audits may be undertaken by a qualified person or entity selected by the City. Contractor expressly agrees to quarterly provide the City with its financial records relating to the preceding six (6) months of this Agreement from Contractor's accountants. The Parties agree financial records include balance sheets and income and expense reports relating to this Agreement. Contractor agrees to maintain its financial records for at least six (6) years after the termination or expiration of this Agreement.
8. Equal Opportunity. Contractor agrees it will not discriminate against any employee or applicant for employment on the basis of race, color, sex, religion, ancestry, national origin, sexual orientation, or gender identity, and to take such affirmative action including hiring, promotion, demotion, recruitment, layoff, termination, salary adjustment, and selection for training as is necessary to ensure all its employees are treated equally as to the aforementioned bases. Contractor (including its officers, employees, and agents) agrees it will not, in the performance of this Agreement, discriminate against any customer, potential customer, visitor center patron, or other person on the above-described bases and to provide services, facilities, and other privileges to all such persons equally.
9. Solicitation. Contractor agrees to each and every obligation or restriction imposed by the solicitation document for Project No. 2025-004 and this Agreement, all as if incorporated here; Contractor further specifically agrees such obligations or restrictions are supplemental to its duties under this Agreement. In the event of a conflict between any provision of the solicitation document for this Agreement and this Agreement, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of this Agreement control.
10. Tourism Promotion Agency. Contractor warrants it is and will continue to be throughout this Agreement's term a *tourism promotion agency* as that term is defined by ORS 320.300(8), as may be amended or superseded. Notwithstanding any other provision of this Agreement, Contractor further agrees that warranty is a material inducement to the City entering this Agreement and the City may terminate this Agreement immediately upon its finding Contractor is not or is no longer a tourism promotion agency.
11. Local Destination Management Organization. Contractor warrants it is and will continue to be throughout this Agreement's term a *local Destination Management Organization*,



as that term is used by Travel Oregon. Notwithstanding any other provision of this Agreement, Contractor further agrees that warranty is a material inducement to the City entering this Agreement and the City may terminate this Agreement immediately upon its finding Contractor is not or is no longer a local Destination Management Organization.

12. Work Product. Contractor agrees the City owns, commencing at the time of production, all intellectual property and other rights to any and all work product produced pursuant to this Agreement and used or implemented to perform the Work, including branding and logos.

D. General Conditions

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date; provided, however, if this Agreement is satisfactorily performed (as determined by the City) for through the Completion Date, the Parties further agree this Agreement may be renewed up to twice for additional 3-year terms at the City's option (totaling a maximum of 9 fiscal years).
2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree either Party may terminate this Agreement by providing six (6) months' advance notice of termination. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate.
3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
4. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work. Specifically, the Parties further agree Contractor is and will remain fully responsible for the implementation of the Work's services and programs and the City will not control the day-to-day activities and operations of the Contractor (including its officers, employees, and agents).
6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.



7. Subconsultants. Contractor agrees to provide the City with a list of proposed subconsultants before awarding any subcontract connected with the Work or this Agreement and shall not retain any subconsultant the City reasonably objects to as incompetent or unfit. Contractor agrees it is as fully responsible to the City for its subconsultants' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subconsultant.
8. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
9. 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 the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.

Continues on next.



10. Notices. 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 Contractor: Chief Executive Officer
The Dalles Area Chamber of Commerce
404 West 2nd Street
The Dalles, OR 97058

IN WITNESS WHEREOF, the Parties duly execute this **PERSONAL SERVICES AGREEMENT** this _____ day of _____, 2025.

CITY OF THE DALLES

CONTRACTOR

Matthew B. Klebes, City Manager

Lisa Farquharson, Chief Executive Officer

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Jonathan M. Kara, City Attorney



**Exhibit A to
Personal Services Agreement**

REQUEST FOR PROPOSALS

TOURISM PROMOTION SERVICES



CITY OF THE DALLES

313 Court Street
The Dalles, OR 97058

Project No.:	2025-004
Project:	<i>Tourism Promotion Services</i>
Contract Type:	Personal Services
Proposals Due By:	March 25, 2025 at 2:00 p.m. PPT
Project Manager:	Matthew B. Klebes City Manager mklebes@ci.the-dalles.or.us

February 20, 2025

Request for Proposals
Project No. 2025-004
Tourism Promotion Services

The City of The Dalles (**City**) invites you to submit a proposal for tourism promotion services for a three-year period commencing with the fiscal year beginning July 1, 2025, through the year ending June 30, 2028. Proposals must address all items listed in this request for proposals (**RFP**).

I. General Submission Requirements

1. This solicitation is for the procurement of personal services by competitive sealed proposals (**Proposals**) as set forth in ORS 279B.060 and the City's [Local Contract Review Board \(LCRB\)](#) Rules. This RFP and all Proposals are subject to both the LCRB Rules and the Oregon Public Contracting Code; reference to only one of those authorities in this RFP does not in any way limit the applicability of the other.
2. The Proposals shall not be opened until after the final submission date and hour below. Submissions shall become property of the City without obligation. The City is not liable for any cost incurred by proposers in the preparation, submission, and presentation of their Proposals.
3. Proposals must be submitted electronically via email to thedallesbids@ci.the-dalles.or.us with the subject line ***Tourism Promotion Services RFP Response*** directed to:

Amie Ell, City Clerk
313 Court Street
The Dalles, OR 97058

4. Proposals must be received by **2:00 p.m. on Tuesday, March 25, 2025**, when this solicitation is deemed closed. The duty rests with the proposer to ensure the required Proposal documents are attached to any email sent to the City in response to this RFP.
5. To be considered for award for any or all contract(s) solicited by this RFP, each Proposal must include:
 - a. a cover sheet indicating an interest in proposing for tourism promotion services to be provided to the City and reflecting the proposer's intent to comply with all terms, conditions, and specifications set forth in the solicitation, signed by an authorized officer of the proposer;
 - b. a signed Attestation Form (**Section X**) providing written assurances of the proposer's ability to meet the required criteria for selection;
 - c. a signed ***Certification of Non-Discrimination Form*** (attached to and made part of this RFP as its **Exhibit C**); and
 - d. the specific information to be provided by proposers as set forth in **Section IV**.



A. Opening and Review of Solicitation Document

1. Proposals shall be opened at **2:00 p.m. on Tuesday, March 25, 2025**, in the office of the City Clerk, 313 Court Street, The Dalles, OR 97058, when the email account designated for Proposal receipt will be accessed. Proposal responses will be opened then and there and livestreamed via Zoom meeting (**Meeting ID:** 858 0212 1281; **Passcode:** 068006) accessible on the City's website at www.thedalles.org/bids. Once opened, the City will record and make available the identity of all proposers. Proposals will be available for public inspection after the City issues a notice of intent to award a contract under this solicitation.
2. The RFP may be reviewed in the Office of the City Clerk, City Hall, 313 Court Street, The Dalles, OR 97058. The Information for Proposers and other Contract Documents may be found online at www.thedalles.org/bids.

B. Questions and Addenda

1. Potential proposers with questions concerning any provision of this RFP should direct inquiries to **City Manager Matthew Klebes** at (541) 296-5481 ext. 4408 or mklebes@ci.the-dalles.or.us.
2. The City may change a solicitation document only by written addenda. Prospective proposers shall provide written acknowledgement of receipt of all issued addenda with its Proposal unless the City otherwise specifies in the addenda.
3. If the City determines it will publish any addendum to the RFP, it will be posted on the City's website at www.thedalles.org/bids. It is the prospective proposer's responsibility to consistently check said website for any addenda.
4. Unless a different deadline is set forth in an addendum, a prospective proposer may submit a written request for change or protest to the addendum by the close of the City's next business day after issuance of the addendum, or up to the last day allowed to submit a request for change or protest under LCRB Rule X(D), whichever date is later.

C. Cancellation, Delay, and Suspension of Procurement and Rejection

1. The City may cancel, delay, or suspend this procurement or reject any or all Proposals in accordance with ORS 279B.100 when the cancellation, delay, suspension, or rejection is in the best interest of the City, as determined by the City.
2. The City is not liable to any proposer for any loss or expense caused by or resulting from the cancellation, delay, or suspension of this procurement or rejection of any Proposal.

D. Pre-Closing Modification or Withdrawal of Proposals

1. A proposer may modify its Proposal in writing prior to the closing. Proposers shall prepare and submit any modification to the City in the same manner as submitting a Proposal under this solicitation. Any modification must include the proposer's statement the modification amends and supersedes the prior Proposal. The proposer



shall mark the submitted modification as “**Proposal Modification**” and must include this solicitation document’s number.

2. A proposer may withdraw its Proposal by written notice submitted on the proposer’s letterhead, signed by an authorized representative of the proposer, delivered to the individual and location specified above, and received by the City prior to the closing. The proposer or authorized representative of the proposer may also withdraw its Proposal in person prior to the closing upon presentation of appropriate identification and evidence of authority satisfactory to the City. In that case, the City may release an unopened Proposal withdrawn consistent with this paragraph to the proposer or its authorized representative after voiding any date and time stamp mark. The proposer shall mark the written notice to withdraw its Proposal as “**Proposal Withdrawal**” and must include this solicitation document’s number.
3. Withdrawal of a Proposal shall not disqualify the proposer from submitting another Proposal if the time for receipt of Proposals has not expired.
4. The City will include all documents relating to the modification or withdrawal of Proposals in the appropriate procurement file.
5. Any Proposal received after closing is late. A proposer’s request for withdrawal or modification of a proposal received after closing is late. The City will not consider late Proposals, requests for withdrawals, or modifications.

E. Receipt, Opening, and Recording of Proposals

1. The City shall electronically or mechanically time-stamp or hand-mark each Proposal and any modification upon receipt. The City shall not open the Proposal or modification upon receipt, but shall maintain it as confidential and secure until the opening. If the City inadvertently opens a Proposal or a modification prior to the opening, the City shall return the Proposal or modification to its secure and confidential state until opening. The City shall document the resealing for the procurement file (e.g., “*City inadvertently opened the Proposal due to improper identification of the Proposal.*”).
2. The City shall publicly open Proposals and modifications made to Proposals consistent with **Section I(A)**.

F. Protests and Judicial Review

1. A prospective proposer may protest the procurement process or the RFP for a contract solicited under ORS 279B.060 as set forth in ORS 279B.405(2)(a) and LCRB Rule X(D). Pursuant to ORS 279B.405(3), before seeking judicial review, a prospective proposer must file a written protest with the City and exhaust all administrative remedies.
2. A prospective proposer must deliver a written protest to the City not less than ten days prior to closing. The City shall not consider a prospective proposer’s solicitation protest submitted after this deadline. The City shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405(4) and LCRB Rule X(D).



3. In addition to the information required by ORS 279B.405(4) and LCRB Rule X(D), a prospective proposer's written protest shall include a statement of the desired changes to the procurement process or the RFP the prospective proposer believes will remedy the conditions upon which the prospective Proposer bases its protest.
4. The City shall issue a written disposition of the protest in accordance with the timeline set forth in LCRB Rule X(D).
5. If the City upholds the protest, in whole or in part, the City may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or RFP.
6. If the City receives a protest from a prospective proposer in accordance with these rules, the City may extend closing if the City determines an extension is necessary to consider and respond to the protest.
7. Judicial review of the City's decision relating to a solicitation protest shall be in accordance with ORS 279B.405 and LCRB Rule X(D). Any alleged violation of ORS Chapter 279A or 279B by the City for which no judicial remedy is otherwise provided in the Public Contracting Code is subject to judicial review as set forth in ORS 279B.420.

II. Procurement Description

A. Scope of Work

1. The primary requirements for work performed under a contract or contracts awarded through this solicitation are:
 - a. **General Tourism Marketing:** Contractor will operate as the City's local Destination Management Organization and provide the services and personnel needed to deploy industry-proven practices to market The Dalles. Contractor will also maintain a robust social media presence and a curated and web-based entertainment and events calendar.
 - b. **Visitor Hospitality Services:** Contractor will utilize a broad array of tools that will allow visitors to receive information and assistance, including a Visitor Information Center, as follows:
 - (1) managing and administering (including providing all staff, materials, and services for the functioning of) the Visitor Information Center within The Dalles;
 - (2) keeping the Visitor Information Center open to provide information and materials for walk-in visitors with business hours established subject to demand and seasonal adjustments;
 - (3) responding to requests for tourism information sent by mail or electronic means; and



- (4) developing informational programs and coordinating with other agencies and entities to develop and provide tourism information regarding The Dalles.
- c. **Major Events:** Contractor will develop and implement a strategy to recruit and support various conventions and major events to The Dalles and partner with local agencies to support and benefit from those events.
- d. **Cruise Ship Industry:** Contractor will promote and market the community to various cruise ship lines, be responsive to urgent cruise ship visitor needs, and develop excursion and other related opportunities in partnership with local businesses and nonprofits. Contractor will coordinate with the City (who manages the operation of a marine terminal near the Union Street Underpass).
- e. **Media Campaigns:** Contractor will negotiate and purchase various advertisements and promotion materials, including the provision of information and media needed to create such content, to promote The Dalles nationally and regionally, including hosting media journalists, magazines, radio, social media, etc. and ad buys on all local media.
- f. **Content Marketing:** Contractor will write, design, illustrate, or otherwise produce materials, ads, displays, stories, photography, and/or facilitate the creation of such materials to support the overall contract. Contractor will actively use the established brand “Explore The Dalles” in creating such content.
- g. **Market Analysis and Data Reporting:** At a minimum, Contractor will produce an annual report with activities completed to date, traffic and/or level of impact, return on investment, and other data or analyses to evaluate the program’s effectiveness. Contractor will share with the City all data and subsequent analysis gathered under the contract. The City retains the right to require additional reports or updates no more than monthly at its sole discretion.

B. Duties and Expectations for Performance

1. The successful contractor(s) under this RFP shall be required to meet the highest standards prevalent in the industry or business most closely involved in providing the solicited and awarded services.

C. Non-Performance

2. As required by ORS 279B.060(2)(h), any contract awarded under this solicitation may be terminated for non-performance of its terms and conditions, including failure to perform the scope of work or failure to meet performance standards established in the contract. The consequences resulting from non-performance may include, but are not limited to:
 - a. the City’s reduction or withholding payment under the resulting contract;
 - b. the City’s right to require the awarded contractor to perform, at the awarded contractor’s expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting contract; and



- c. the City's rights, which the City may assert individuals or in combination, to declare a default of the resulting contract, to terminate the resulting contract, and to seek damages and other relief available under the resulting contract or applicable law.

III. **Special Terms**

A. **Contract Termination**

1. The contract(s) awarded under this RFP is/are anticipated to have a three-year term commencing with the fiscal year beginning July 1, 2025, and expiring June 30, 2028.
2. If the contract(s) is/are satisfactorily performed (as determined by the City) for those three fiscal years, the engagement may be renewed up to twice for additional 3-year terms at the City's option (totaling a maximum of 9 fiscal years).
3. Either party may cancel their written contract(s) by giving 6 months' advance written notice to the other party.

IV. **Specific Information to Be Provided by Proposers**

- A. All Proposals shall be no longer than 35 single-sided pages (not including references). All proposers shall provide the following information for consideration by the City:

1. **Cover Letter**

- a. Summarize your understanding of the services and explain your interest in providing the services.
- b. Name of person(s) authorized to represent the proposer in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result from this solicitation. The letter must be signed by an authorized representative of the proposer and include a contact email address and telephone number.
- c. List any exceptions to the ***Personal Services Agreement*** (attached as **Exhibit A**) anticipated to be awarded under this solicitation. If the proposer is exempt from providing workers' compensation insurance, the proposer shall note such exemption.

2. **Disclosure Statement**

- a. Provide a statement disclosing whether the proposer or any of its staff assigned to this contract has been sued or have been subject to professional discipline in connection with providing products and/or services for any client, or any related services. If such lawsuits or disciplinary actions have occurred, summarize the allegations, when they occurred, and indicate the outcome of the proceedings.



3. Responsibility

- a. In order for the City to determine proposer responsibility in accordance with ORS 279B.110, submit sufficient information to demonstrate to the City (as determined by the City Attorney) the proposer:
 - (1) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities described in the ***Personal Services Agreement*** attached as **Exhibit A**;
 - (2) completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of this paragraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the proposer's control, the proposer stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. The City shall document the proposer's record of performance if the City finds under this paragraph that the proposer is not responsible;
 - (3) has a satisfactory record of integrity. The City in evaluating a proposer's record of integrity may consider, among other things, whether the proposer has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the proposer's performance of a contract or subcontract. The City shall document the proposer's record of integrity if the City finds under this paragraph that the proposer is not responsible;
 - (4) is legally qualified to contract with the City;
 - (5) complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (6) supplied all necessary information in connection with the inquiry concerning responsibility. If a proposer fails to promptly supply information concerning responsibility that the City requests, the City shall determine the proposer's responsibility based on available information or may find that the proposer is not responsible; and
 - (7) was not debarred by the City under ORS 279B.130.

4. Company Profile and Executive Summary

- a. Include the entity's full legal name, including any and all entity names previously used.



- b. Provide the history of the entity, year business started, length of time in business, the entity's size, approximate number of projects worked on per year, number of employees, corporate structure and ownership, and professional affiliations.
- c. Describe the entity's mission, philosophy, and what makes it different from other providers of marketing and tourism promotion services.
- d. Include the state and location of the entity's headquarters and note any offices in The Dalles, Oregon and surrounding areas.
- e. Provide evidence the entity meets the definition of a *tourism promotion agency* as that term is defined by ORS 320.300(8).
- f. Describe how the entity is currently or has the ability to become shortly after contract award a *local Destination Management Organization*, as that term is used by Travel Oregon.

5. Proposed Team's Work Experience and Qualifications

- a. Provide a detailed statement of the entity's familiarity with the City of The Dalles, Wasco County, the Columbia River Gorge, and the greater Pacific Northwest areas and proposer's experience within these areas.
- b. Include the names, titles and credentials, years' experience, and length of time for staff employed with the entity.
- c. Include an organization chart and indicate who would be assigned to applicable projects related to the City's scope of work.
- d. Indicate the entity's anticipated use of subcontractors (if any) and the circumstances in which such subcontractors would be used.

6. Similar Work Experience, Performance, and References

a. Similar Work Experience

- (1) Provide a list of tourism-related activities and destination accounts you service, with preference to the Pacific Northwest, and your entity's role in their marketing efforts to achieve similar services as defined in the scope of services.
- (2) Describe similar work provided in the following service areas: business and convention support; event recruitment and support; market analysis and KPI reporting; and general marketing using cutting-edge techniques and technology.



- (3) Describe how your entity has used partnering efforts to achieve successful results. Describe the agencies your entity has partnered with to market community events, collaborative efforts used, and types of marketing media your entity has used to promote and market tourism effectively.
- (4) Demonstrate your entity's tourism promotion agency experience. Include proven practices your entity has used to promote tourism in a community and to a larger regional audience.
- (5) Describe your entity's success in working and partnering with Travel Oregon.
- (6) Describe your entity's ability to establish or provide a fully operational visitor center that will be ready to use by July 1, 2025.

b. Performance

- (1) Explain the results your clients have achieved as a direct result of your entity's work.
- (2) Describe how your entity measures effectiveness and results of similar types of projects.
- (3) Describe what strategy your entity has implemented to achieve positive performance indicators and successful outcomes with previous clients.

c. References

- (1) Provide a minimum of four (4) references from Travel Oregon, partner organizations, or other agencies and industries for whom the proposer is currently or has previously worked with in the past five (5) years. Include the contact names, phone number, email, and mailing address and describe the work provided.
- (2) References may be contacted to assist with the evaluation of experience, quality of service, and customer satisfaction. Additional references not listed may be contacted by the City at its discretion.
- (3) Provide any other information you believe will assist the City in making its selection.

7. **Execution**

- a. Describe your entity's proposed recommendations for the City and include your anticipated approach for fulfilling the scope of work (as described in this RFP and its **Exhibit A**).



8. Cost

- a. All Proposals must include an estimate of the maximum fee associated with your entity's provision of tourism promotion services through a contract awarded under this RFP and a maximum annual percentage increase the City can expect for the next four (4) fiscal years.
- b. All Proposals must include your entity's billing rates for all applicable classifications of professional personnel, as the City may require additional billable services.
- c. All Proposals must state whether your entity's fees include travel and out-of-pocket expenses or whether such costs are billed separately.

V. Evaluation

- A. As part of the City's evaluation of a submitted Proposal, the City Attorney shall determine whether all proposers are responsible in accordance with the standards of responsibility set forth in ORS 279B.110(2) and described in **Section IV(A)(3)**. If the City Attorney determines a proposer is not responsible, the City shall proceed in accordance with applicable law and also provide that proposer with written notice of the City's determination.
- B. Evaluation criteria are assigned either a pass/fail value or (for scored items) amount to a total of 100 possible points, as follows:
 - Proposal's conformance to this RFP's description of solicited services and requirements, primarily with respect to **Exhibit A** and **Section IV(A)(7)** of this RFP (**Pass/Fail**);
 - Cover Letter (**5 points**);
 - Company Profile and Executive Summary (**10 points**);
 - Proposed Team's Work Experience and Qualifications (**20 points**);
 - Similar Work Experience, Performance, and References (**20 points**);
 - Execution (**30 points**); and
 - Cost (**15 points**).
- C. Cost, although a significant factor, will not be the sole factor upon which the award is based. Cost may become important in the event other evaluation criteria appear to indicate that potential proposers are ranked relatively equal. For reference, the City budgeted \$452,313 for tourism promotion services in FY2024-2025.

VI. Award

- A. This RFP authorizes the City's award of multiple contracts consistent with ORS 279B.060(14)—the award of such contract or contracts (if any) will be made to the responsible proposer or proposers who qualify for the award and whose Proposal is (in the opinion of the City Council) the most advantageous to the City consistent with ORS 279B.060(8), the Rules, and this RFP. The City reserves the right to reject all Proposals or to reject any Proposal not in accordance with this solicitation.



- B. When proposers submit an item different than specified in the RFP documents, the City shall determine whether the proposed item shall be considered an approved equal. If the item is not determined to be an approved equal, the Proposal shall be rejected. This determination shall be made prior to the award of the Proposal.
- C. The City's *Tourism Services Contract Review Committee* (established by Resolution No. 25-007, attached to and made part of this RFP as **Exhibit B**) will be responsible for initially reviewing submitted Proposals based upon the criteria set forth in this RFP (including its **Exhibit A**). A selection may be made directly from the Proposals submitted or the City may conduct interviews and negotiations with potential finalists for the award of the contract(s). Negotiations may cover all material contractual terms at the City's discretion. The Committee will select the responsible proposer's Proposal determined to be most advantageous to the City, and the Committee's recommendation will be forwarded to the City Manager, who will then make a final recommendation for award to the City Council.

VII. Exceptions

- A. Any exceptions to the specifications of this RFP must be clearly identified in writing in the Proposal and referenced in the cover sheet.

VIII. Anticipated Solicitation Schedule

February 20, 2025	<i>Issuance of RFP</i>
March 25, 2025	<i>Proposal submission deadline and opening</i>
April 3, 2025	<i>Review and evaluation of proposals</i>
April 17, 2025	<i>Notice of intent to award contract(s)</i>
April 28, 2025	<i>City Council award</i>

IX. Exhibits

Exhibit A	<i>Personal Services Agreement</i>
Exhibit B	<i>Resolution No. 25-007</i>
Exhibit C	<i>Certification of Non-Discrimination Form</i>



X. Authorized Signatures and Attestation Form

I, the undersigned, an authorized representative of _____,
whose address is _____,
have read and thoroughly understand the specifications, instructions, and all other conditions of
the Request for Proposals issued by the City of The Dalles for Tourism Promotion Services for
fiscal years commencing July 1, 2025, through June 30, 2028.

Acting on the behalf of my entity, which is listed above, I attest the services offered by us
meet the City of The Dalles specifications in every respect, (*check one*) _____ without
exceptions or _____ with exceptions.

We therefore offer and make this proposal to furnish to the City of The Dalles the tourism
promotion services detailed in our proposal at the prices indicated. By our signature below, we
certify compliance all applicable tax laws and are legally qualified to contract with the City of The
Dalles.

Entity Name: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____



Proposal for Tourism Promotion Services

Exhibit B to Personal Services Agreement

Amie Ell, City Clerk
313 Court Street
The Dalles, OR 97058

March 25, 2025

Re: Proposal for Tourism Promotion Services – Project No. 2025-004

Dear City of The Dalles Selection Committee,

The Dalles Area Chamber of Commerce (TDACC) is honored to submit this proposal for the City of The Dalles' tourism promotion services contract. With more than a decade of experience as the City's tourism partner, we have proven our ability to deliver innovative, data-driven, and community-rooted tourism promotion strategies that deliver measurable impact.

TDACC has successfully built and grown the "Explore The Dalles" brand into a regionally recognized and trusted platform, drawing new visitors, supporting local businesses, and connecting travelers to the cultural, recreational, and economic vitality of our community. We bring more than just marketing expertise—we bring a deep commitment to The Dalles, a clear vision for sustainable tourism growth, and a team equipped to implement strategies that benefit both visitors and residents.

Over the past decade, we have:

- ◆ Developed and expanded the **Explore The Dalles brand**, making it a leading tourism identity in the Columbia Gorge.
- ◆ Executed **award-winning digital and media campaigns** that outperformed industry standards.
- ◆ Built strong partnerships with **local businesses, travel writers, influencers, and regional organizations**.
- ◆ Successfully managed the **Visitor Information Center**, delivering exceptional hospitality services.
- ◆ Played a key role in the success of events that fill hotels, boost business, and showcase our community's charm.

Our team is prepared and energized to continue this work. We will lead with integrity, transparency, and innovation, ensuring The Dalles remains a sought-after destination and economic driver for the region.

The following individual is authorized to represent and negotiate on behalf of The Dalles Area Chamber of Commerce:

Authorized Signer: Lisa Farquharson, President/CEO

Thank you for your consideration of our proposal. We look forward to continuing this vital partnership and driving lasting impact for The Dalles through exceptional tourism promotion services.

With gratitude,



Lisa Farquharson

President/CEO

The Dalles Area Chamber of Commerce



Proposal for Tourism Promotion Services

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Letters of Support & Reference



The Dalles Area Chamber of Commerce

404 W 2nd St * The Dalles, OR 97058 * 541-296-2231



Disclosure Statement

The Dalles Area Chamber of Commerce proudly affirms its standing as a trusted, transparent, and accountable partner in all areas of business and public service. With over a century of service to the community and more than a decade of proven success in managing tourism promotion for the City of The Dalles, we are recognized for our integrity, consistency, and professional conduct.

We confirm that:

- ◆ No member of our staff assigned to this project has been subject to any lawsuits, investigations, or disciplinary action in connection with tourism promotion or related services.
- ◆ The Chamber consistently operates with full transparency, legal compliance, and ethical business practices.
- ◆ We remain in good standing with all regulatory bodies, tax authorities, and oversight agencies.

Our team is well respected throughout the region for both our leadership and our ability to execute contracts effectively and responsibly. We are known not only for getting the job done—but for doing it the right way, every time.

Responsibility Statement

The Dalles Area Chamber of Commerce (TDACC) proudly meets—and in many areas, exceeds—the responsibility standards set forth by the City of The Dalles and Oregon public contracting statutes. With a long-standing reputation for accountability, impact, and financial stewardship, we offer both a robust infrastructure and a proven record of performance.

Financial Stability & Resources

TDACC has consistently demonstrated sound financial management and budgetary integrity. We have successfully managed multi-year contracts for tourism promotion and navigated economic downturns with agility and foresight.

Our operational stability includes:

- ◆ Balanced budgets and consistent cash flow management
- ◆ Reinvestment into technology and digital infrastructure
- ◆ Fiscal policies that support contingency planning and long-term sustainability

We have the personnel, systems, and resources to execute this contract without interruption or risk to service quality.

Proven Performance Record

For over a decade, TDACC has partnered with the City to deliver high-impact tourism strategies. Our work has resulted in:

- ◆ Measurable growth in overnight stays and visitor spending
- ◆ Increased event attendance and business participation
- ◆ Regional and statewide recognition for our marketing campaigns
- ◆ A respected presence through the Explore The Dalles brand

We meet deadlines, exceed deliverables, and maintain positive relationships with businesses, government, and visitors alike.



Legal & Ethical Integrity

TDACC operates with full legal compliance and professional ethics:

- ◆ No staff assigned to this project has been subject to lawsuits, investigations, or disciplinary action related to tourism work
- ◆ We are a registered nonprofit entity in good standing with the State of Oregon and IRS
- ◆ We maintain clean audits, submit timely tax filings, and comply with all reporting obligations under ORS 279B.110 and related statutes

We are transparent in our partnerships and accountable to both our board and the public. We bring not only capability, but a high degree of trust and reliability that makes us a valued partner to the City and the greater tourism ecosystem.

Company Profile & Executive Summary

Who We Are

The Dalles Area Chamber of Commerce (TDACC) is a respected and results-driven tourism promotion agency that has served as the City's official contractor and marketing partner for more than a decade. We are also the certified **Destination Management Organization (DMO)** for North Wasco County, designated by Travel Oregon.

We are not just promoting The Dalles—we are The Dalles.

We are deeply rooted in this community. Our work reflects our commitment to supporting the economy, lifting local voices, and celebrating all that makes The Dalles a place worth visiting—and revisiting.

History & Status

Founded in **1883**, The Dalles Area Chamber of Commerce is one of the oldest and most trusted Chambers in Oregon. Our headquarters at **404 West 2nd Street, The Dalles Oregon** also houses the official **Visitor Center for The Dalles**, making us a hub for business, tourism, and community information.

We are a **nonprofit organization** governed by a volunteer **Board of Directors** and led by a full-time President/CEO. We operate with **4.75 FTE staff**, including **3.00 FTE** dedicated to tourism functions under the Explore The Dalles brand.

In a typical year, TDACC successfully executes approximately 120 tourism-related projects and initiatives. These include events, promotional campaigns, familiarization tours, trade show participation, regional and statewide campaigns, digital marketing initiatives, visitor-focused programs, and targeted outreach activities, reflecting our comprehensive and proactive approach to tourism promotion.

We maintain strong affiliations and active participation with:

- ◆ **Travel Oregon (official regional DMO designation)**
- ◆ Mt Hood & The Columbia Gorge Regional Tourism (Travel Oregon designated region for The Dalles)
- ◆ Oregon Tourism & Hospitality Industry Alliance (OTTA)
- ◆ Oregon Restaurant & Lodging Association (ORLA)
- ◆ Columbia Gorge Tourism Alliance (CGTA)
- ◆ Western Association of Chamber Executives (WACE)
- ◆ Oregon State Chamber of Commerce (OSCC)
- ◆ U.S. Chamber of Commerce



Our Mission & Vision

Mission Statement:

To provide value to our members through advocacy and leadership, promoting a positive environment for business, tourism, community, and education.

Vision Statement:

To advance agricultural, professional, commercial, industrial, civic, tourism, and general interests of The Dalles area and region.

Tourism Philosophy:

We believe in **authentic, community-centered promotion** that reflects the spirit of The Dalles. Through storytelling, relationship-building, and collaborative strategy, we deliver campaigns and experiences that **invite visitors in and keep them coming back.**

Our Competitive Edge

- ✓ Decades of proven success in tourism promotion and contract performance
- ✓ A recognized and trusted regional brand—**Explore The Dalles**
- ✓ Consistently strong digital engagement and media results
- ✓ In-house leadership with deep community and industry relationships
- ✓ An efficient, agile team that gets results with transparency and accountability
- ✓ A highly respected Visitor Center and long-standing citywide partnerships
- ✓ Established relationships with key tourism industry clients, decision makers, and media outlets as “go to” resource for reliable information and rapid responses.”

Tourism Services & Differentiation

As the City’s tourism partner, TDACC handles:

- ♦ Content creation, digital ads, video and photo assets
- ♦ Cruise ship tourism coordination and business participation
- ♦ Visitor center staffing, printed materials, brochures, and itineraries
- ♦ Event marketing and coordination with regional calendars
- ♦ Travel writer/influencer relations and hosting

Data Analysis and Performance Reporting

We create **tailored campaigns and community engagement strategies** that promote our region’s best features—from history to harvests, trails to tastings. With hundreds of successful projects, thousands of visitor interactions, and partnerships across the region, we are a high-performing, community-rooted organization.

Legal Standing & DMO Designation

We are a **nonprofit organization in good standing**, legally registered and compliant with state and federal reporting requirements. TDACC is recognized by **Travel Oregon as the official DMO and Visitor Bureau for North Wasco County**, meeting the statutory definition under **ORS 320.300(8)** for a qualified Tourism Promotion Agency.



Current Role as DMO

Through Explore The Dalles, TDACC currently manages:

- ♦ The area's only official **Visitor Center**
- ♦ Year-round tourism promotions and event marketing
- ♦ Annual tourism data collection and performance reporting
- ♦ Partnerships with Travel Oregon, Columbia Gorge Tourism Alliance, and East Gorge Food Trail
- ♦ Dozens of campaigns, events, and initiatives each year

This contract would continue and expand the work we've successfully delivered for the City—and no one knows this role or this region better.

Proposed Team's Work Experience and Qualifications

Familiarity with The Dalles, Wasco County, Columbia River Gorge, and the Pacific Northwest

The Dalles Area Chamber of Commerce (TDACC) has been an integral part of the economic, cultural, and tourism landscape of The Dalles and the surrounding region since 1883. As the designated tourism entity for The Dalles, TDACC has decades of experience promoting the city, Wasco County, the Columbia River Gorge, and the greater Pacific Northwest. Our deep-rooted commitment to the area is reflected in our extensive partnerships, community engagement, and strategic initiatives that drive both tourism and economic vitality.

The Dalles and Wasco County Expertise

TDACC is headquartered in The Dalles, the largest city in Wasco County and one of Oregon's most historically significant communities. We actively collaborate with local businesses, government agencies, and community organizations to enhance the visitor experience while supporting economic growth. Our leadership team, staff, and board members live and work in the community, offering an intimate understanding of the region's assets, challenges, and opportunities. Through our management of Explore The Dalles, we have successfully marketed The Dalles as a premier destination for outdoor recreation, heritage tourism, and agritourism.

Columbia River Gorge Leadership

As the gateway to the Columbia River Gorge National Scenic Area, The Dalles offers unparalleled access to world-class outdoor recreation, including hiking, cycling, fishing, and water sports. TDACC actively promotes the region's natural beauty and unique experiences while balancing sustainability and conservation efforts. We work closely with regional partners such as the Columbia River Gorge Tourism Alliance, Travel Oregon, and local land management agencies to enhance visitor engagement and drive responsible tourism.

Greater Pacific Northwest Influence

TDACC maintains strong relationships across the Pacific Northwest through participation in statewide tourism and economic development initiatives. Our leadership serves on multiple boards and committees that shape tourism strategies across Oregon and the Columbia Basin. We are also active collaborators with the Northwest Outdoor Writers Association, whose members span five states and multiple Canadian provinces—amplifying The Dalles' presence in outdoor media and regional travel storytelling. Additionally, our engagement with state and federal tourism funding programs ensures that The Dalles remains a competitive and compelling destination within the broader PNW travel market.

Our leadership lives and works here—we are embedded in the region and deeply connected to its history, industries, attractions, and people. Our organization actively collaborates with local governments, businesses, travel media, and tourism partners. Through our Explore The Dalles platform, we drive visitor traffic, regional partnerships, and economic impact across multiple counties and throughout the Columbia River Gorge.



Our experience includes:

- ♦ Marketing & Promotion: Executing strategic, data-driven campaigns and content.
- ♦ Visitor Services: Operating a high-touch visitor center and coordinating outreach.
- ♦ Event Management: Supporting regional events including Northwest Cherry Festival, Cruise the Gorge, and Taste of the Gorge.
- ♦ Destination Development: Creating themed itineraries and visitor trails.

We collaborate frequently with Travel Oregon, Columbia Gorge Tourism Alliance, Oregon Wine Board, and East Gorge Food Trail to align The Dalles with state and regional tourism strategies.

Staff, Titles, Experience, and Tenure

Name	Title	FTE	Time at Chamber	Experience Highlights
Lisa Farquharson	CEO	0.60	12.5 years	16+ years in Chamber/Tourism; 20+ years in administration, sales, and customer service, 5 years in Conference / Tourism
Elizabet Alaniz	Visitor Services	1.00	1 year	1 year Tourism visitor services, 5+ years admin / customer service
Laurie Light	Tourism Executive Assistant	0.55	3 months	20 years in tourism, retail and promotions; 20 years admin/customer service; 10 years Restaurant Ownership & Operation
Edie Pfaff	Communications & Marketing	0.30	3 months	20+ years in marketing, sales, tourism, design, and digital media
Lisa Rundell	Director of Finance / Events	0.50	5.25 years	30+ years finance and reporting; customer service, and promotional coordination

Total Current FTE: 2.95

Organization Chart (**Effective July 1, 2025**)

CEO: Lisa Farquharson (0.10 FTE)



Director of Tourism (1.0 FTE)

Director of Finance – Lisa Rundell (0.30 FTE)



Visitor Services (0.80 FTE)

Administrative Assistant (0.80 FTE)

Total Projected as of July 1, 2025 FTE: 3.0



Responsibilities Overview (**Effective July 1, 2025**)

- ♦ **CEO** – Lisa Farquharson: Supervises Director of Tourism, oversees HR and training, serves as liaison to the board and City.
- ♦ **Director of Tourism**: Directs and implements the Scope of Work, manages campaigns, cruise tourism, social media, community relations, event support, materials development, and strategic asset planning with the Tourism Committee.
- ♦ **Director of Finance** – Lisa Rundell: Oversees budgeting, payables, receivables, and monthly financial reporting. Collaborates on grant management and contract compliance.
- ♦ **Visitor Services** – Elizabet Alaniz: Greet visitors, coordinates brochures and distribution, manages the Token Wall program, prepares welcome packets, and tracks data.
- ♦ **Administrative Assistant** – Laurie Light: Supports marketing and event coordination, calendar management, community/business outreach, FAM tour assistance, and social media content scheduling.

Subcontractor Use

TDACC does not anticipate the use of subcontractors for this contract. All project scope responsibilities—visitor services, public relations, outreach, marketing, data reporting, digital content, and print collateral—are handled in-house by trained, cross-functional staff.

We maintain trusted relationships with vendors for media placement, printing, and graphic design. These relationships are managed directly by TDACC staff and do not constitute formal subcontracts. Should any subcontracting become necessary, TDACC will notify the City and provide full disclosure per the Personal Services Agreement.

Similar Work Experience / Performance / References

A. SIMILAR WORK EXPERIENCE:

(1) **TOURISM-RELATED ACTIVITIES AND DESTINATION ACCOUNTS**

The Dalles Area Chamber of Commerce (TDACC), through its tourism brand Explore The Dalles, has led tourism promotion for The Dalles for over a decade. Our scope includes visitor engagement, digital and traditional marketing, regional collaborations, event support, cruise ship readiness, and data reporting.

Year	Active Users	New Users	Key Traffic Sources	Top Page Views
2021	501	499	Referral, Direct, Organic Search	Welcome, Attractions, Annual Events
2022	4,300	4,300	Organic Search, Direct, Referral	Welcome, Annual Events, Attractions
2023	9,700	9,700	Organic Search, Direct, Referral, Email	ExploreTD Main Page, Events Calendar, Annual Events, Fishing, Hiking
2024	25,000	24,000	Organic Search, Direct, Organic Social, Referral	Annual Events (Cherry Festival), Explore The Dalles, Events Calendar, Fishing, Cycling

Key destination marketing experience includes:

- ♦ Explore The Dalles (City of The Dalles, OR)
- ♦ North Wasco County – recognized DMO by Travel Oregon
- ♦ East Gorge Food Trail – campaign participation and promotion
- ♦ Columbia Gorge regional events and itinerary building
- ♦ Hood-Gorge – campaign participation and promotion



Explore The Dalles Website Growth & Digital Success

The Explore The Dalles website has been a cornerstone of our tourism marketing strategy, providing visitors with a central hub for event listings, attractions, and travel resources. Since relaunching the site post-COVID, we have seen exponential growth in engagement, organic traffic, and user interaction.

Explore The Dalles Website Performance Summary (2021–2024):

Key Insights:

- ◆ 4900% growth in website traffic from 2021 to 2024
- ◆ Organic search traffic has skyrocketed, proving strong SEO and content effectiveness
- ◆ Social media referrals saw a major increase in 2024, highlighting the success of integrated digital marketing strategies
- ◆ Event-related pages drive significant engagement, reinforcing the Chamber's ability to promote key tourism events effectively

- ✓ **Outcome:** The Explore The Dalles website is now an essential driver of visitor engagement, successfully increasing regional and national awareness.

Fully Operational Visitor Center

The Dalles Area Chamber of Commerce has successfully operated a fully functional visitor center for many years, serving as the primary tourism hub for The Dalles and the surrounding region. Our visitor center is already fully operational and equipped to provide exceptional service to travelers, ensuring a seamless transition into the next phase of tourism promotion.

Key features of our visitor center include:

- ◆ **Prime Location:** Conveniently situated to welcome visitors arriving by road, river, and rail.
- ◆ **Knowledgeable Staff & Volunteers:** A dedicated team trained to assist travelers with itineraries, local recommendations, and tourism inquiries.
- ◆ **Comprehensive Tourism Materials:** Maps, brochures, and guides showcasing attractions, outdoor adventures, dining, and accommodations.
- ◆ **Partnerships & Collaboration:** Strong relationships with local businesses, ensuring that visitors have access to the best experiences The Dalles has to offer.

(2) EXPERIENCE IN SPECIFIC SERVICE AREAS

Business and Convention Support

- ◆ Support and promotion of travel writer/media visits, group tours, fishing tournaments, and cruise ship passengers.
- ◆ Business referral programs through Explore The Dalles, including QR codes and itineraries.

Event Recruitment and Support

- ◆ Annual co-promotion of the Northwest Cherry Festival, Cruise the Gorge, Drain Raider Bass Tournament, and Fort Dalles Fourth.
- ◆ Assisted with bringing bass tournaments and wine walks to the area by coordinating lodging, logistics, and exposure.

Supporting and Growing Regional Events

Beyond our direct tourism efforts, TDACC actively supports events that bring visitors, overnight stays, and economic activity to our community. A prime example is our involvement with the Drain Raider Bass Tournament, a major event that draws anglers from across the region.



While TDACC does not host the event, we serve as an essential partner, handling key logistics such as:

- ◆ Securing lodging & accommodations for participants, including ensuring adequate bass boat parking.
- ◆ Coordinating with local entities such as the Port of The Dalles for launch site access and restroom facilities.
- ◆ Facilitating special launch arrangements at daybreak to support tournament operations.
- ◆ Assisting with event promotion through Chamber marketing channels, including community calendars, radio airtime, and social media.
- ◆ Supporting winner announcements and recognizing the tournament's significant economic impact on local businesses.

TDACC has also played a key role in bringing other bass tournaments to The Dalles, reinforcing our community's reputation as a premier destination for competitive fishing. Each event results in increased overnight stays, dining, and fuel sales, directly benefiting the local economy.

Enhancing Downtown & Community Events

Beyond outdoor recreation, TDACC supports The Dalles Main Street and its downtown events by:

- ◆ Promoting them on regional tourism calendars, our community calendar, and social media platforms.
- ◆ Utilizing our weekly radio airtime to highlight their activities alongside other major community events.

These efforts further our mission to drive economic vitality by ensuring visitors and residents alike are aware of and engaged in all that The Dalles has to offer.

Market Analysis and KPI Reporting

- ◆ Utilize Datafy, social analytics, and Google Analytics to report on campaign engagement and visitor behavior.
- ◆ Provide quarterly and annual reporting with metrics tied to lodging tax, digital clicks, impressions, and user engagement which provide insight into audience demographics, seasonal interest, and content performance—informing strategy for events, recreation, and visitor engagement.

General Marketing with Technology

- ◆ Implemented digital advertising and geofencing campaigns with Datafy.
- ◆ Created reusable ad assets and campaign content to maintain ROI.

(3) COLLABORATIVE PARTNERING FOR RESULTS

We regularly partner with:

- ◆ Travel Oregon
- ◆ Columbia Gorge Tourism Alliance
- ◆ East Gorge Food Trail
- ◆ Region Hood-Gorge
- ◆ Oregon Wine Board
- ◆ Local historical museums, wineries, breweries, and restaurants

Collaborative methods include:

- ◆ Shared itineraries and co-branded campaigns (e.g., Infinity Loop)
- ◆ Media placements through KATU's Explore Local and influencer FAM tours
- ◆ Hosting joint events and regional strategy meetings

(4) TOURISM PROMOTION AGENCY EXPERIENCE

- ◆ Successfully promoted The Dalles via award-winning digital campaigns and SEO growth.
- ◆ Created customized travel content, interactive event guides, and curated seasonal promotions.
- ◆ Increased engagement from Portland, Seattle, and Yakima feeder markets.
- ◆ Hosted FAM tours and secured national/regional media placements (e.g., Willamette Living, KATU).

(5) SUCCESS IN PARTNERING WITH TRAVEL OREGON

The Dalles Area Chamber of Commerce (TDACC) has a strong and productive partnership with Travel Oregon, collaborating on initiatives that enhance tourism opportunities and strengthen our local economy. One of our most impactful collaborations was securing a \$50,000 Travel Oregon Capacity Grant to support and uplift Latino-owned businesses in our community.

Recognizing the need for equitable access to tourism-related business opportunities, TDACC launched a comprehensive business training initiative designed to equip Latino entrepreneurs with the tools and resources necessary to thrive in the tourism economy.

Key achievements from this initiative include:

- ◆ Hosting a listening session with 72 attendees, providing a platform for Latino business owners to voice their needs and aspirations.
- ◆ Partnering with the Small Business Development Center (SBDC) and bilingual community leaders to deliver targeted training and business development resources.
- ◆ Offering continued mentorship and support, ensuring long-term success for the participating businesses.

This initiative exemplifies our commitment to inclusive economic development, ensuring that all entrepreneurs in The Dalles have opportunities to succeed in the tourism industry. Our ongoing collaboration with Travel Oregon extends beyond this project, as we actively engage in statewide tourism initiatives, destination marketing programs, and industry networking efforts that position The Dalles as a premier travel destination.

- ◆ Received a \$50,000 Travel Oregon Capacity Grant to build bilingual and Latino-focused tourism tools.
- ◆ Led business training, mentorship, and marketing expansion for Latino-owned businesses.
- ◆ Consistent participant in Travel Oregon strategy sessions, grant programs, and regional campaigns.

(6) VISITOR CENTER OPERATIONAL READINESS

- ◆ Located at 404 West 2nd Street in The Dalles.
- ◆ Fully staffed and operating as the official Visitor Center.
- ◆ Offers brochures, QR tours, charm trail, and itinerary planning.
- ◆ Integrated digital resources with walk-in services.

Datafy Advertising Campaign Highlights

2023 Spring Test Campaign:

- ◆ Dates: Spring 2023
- ◆ Total Impressions: 248,852
- ◆ Clicks: 5,537
- ◆ Click-Through Rate (CTR): 2.22% (industry average is 0.5%–1.5%)
- ◆ Top Performing DMA: Portland, OR (39.17% of clicks)
- ◆ Secondary Top DMA: Seattle-Tacoma (16.96% of clicks)
- ◆ Media Asset Produced: GIF format, retained ownership for future use

2024 Fall Campaign:

- ◆ Dates: Fall 2024
- ◆ Total Impressions: 327,901 (31.7% increase from Spring 2023)
- ◆ Clicks: 7,461 (34.7% increase from Spring 2023)
- ◆ Click-Through Rate (CTR): 2.27%
- ◆ Top Performing DMA: Portland, OR (37.81% of clicks)
- ◆ Secondary Top DMA: Seattle-Tacoma (18.67% of clicks)
- ◆ Additional significant DMAs: Yakima, Spokane, Eugene
- ◆ Media Asset Produced: GIF format, retained ownership for future campaigns

Datafy Advertising Campaign Highlights cont.

Strategic Insights:

- ◆ Demonstrated ability to generate high engagement and ROI [Return on Investment], through digital campaigns utilizing Datafy reporting which tracks clicks, spending, and overnight stays tied directly to ad campaigns—demonstrating real-time ROI and visitor impact.
- ◆ Campaign optimization between seasons produced measurable improvements
- ◆ Expanded reach across key regional markets
- ◆ Retention of assets supports long-term cost-effectiveness

✓ **Outcome:** TDACC has proven expertise in leveraging Datafy's advanced analytics and digital targeting to deliver highly successful tourism campaigns.

Cruise Ship Engagement: Future Opportunities

Historically, TDACC played a key role in engaging cruise ship passengers, providing tourism information, and coordinating business participation. While we have not been directly involved in cruise ship coordination for the past seven years, we have extensive experience and a vision for the future as the appointed contractor now overseeing cruise ship tourism.

✓ Previous Successes in Cruise Ship Engagement:

- ◆ Coordinated visitor materials and tourism presence on dock
- ◆ Engaged with cruise ship operators to provide community information and tailored excursion options
- ◆ Developed special tourism initiatives to ensure passengers had a meaningful and engaging experience in The Dalles

Vision for the Future:

- ◆ **Seamless Digital Engagement:** Implementing a QR Code & Digital Promotion System for real-time visitor information, business discounts, and interactive guides
- ◆ **Enhanced Local Business Coordination:** Establishing a direct line of communication between cruise ships and participating businesses to ensure smooth operations and visitor satisfaction
- ◆ **Itinerary Development & Experiential Tourism:** Expanding self-guided tourism options that leverage The Dalles' unique attractions, culture, and outdoor activities

Strategic Approach:

- ◆ **Data-Driven Decision Making:** Using real-time analytics and visitor behavior tracking to optimize engagement
- ◆ **Collaboration with City Stakeholders:** Strengthening ties between the City, ACL, and tourism entities to maximize economic benefits
- ◆ **Innovative Marketing & Promotion:** Expanding the Charm Trail & Token Wall initiatives to create a mission-based visitor experience that encourages passengers to explore local businesses

✓ **Outcome:** With this new contract, TDACC is positioned to redefine cruise ship engagement, ensuring higher visitor spending, increased local business participation, and a more impactful visitor experience in The Dalles.

B. Performance

(1) RESULTS ACHIEVED FOR CLIENTS

- ◆ ExploreTheDalles.com grew from **501 users in 2021** to **25,000 users in 2024**
- ◆ **Datafy campaigns** reached over **576,000 impressions** with **2.27% CTR** (well above industry standards)
- ◆ **Cherry Festival campaigns** alone reached over **200,000 impressions**. a count of how many times your ad or content was seen on a screen—whether or not someone clicked on it.
- ◆ Cruise ship visitors increased engagement via **QR-based digital materials**

(2) MEASURING EFFECTIVENESS

- ♦ The Dalles Area Chamber of Commerce will provide annual reporting to the City on key performance metrics, including website traffic, digital impressions, lodging tax performance, and event attendance. Upon request by the City, additional reporting may be provided on a quarterly basis, not to exceed four times per fiscal year.
- ♦ Real-time adjustment of campaigns using Datafy's visitor insights
- ♦ Community feedback mechanisms including event partner surveys

(3) STRATEGIES FOR SUCCESS

- ♦ Continuous testing of creative assets, audience segmentation, and campaign timing
- ♦ Expansion of shoulder season promotions and influencer outreach
- ♦ Leveraged storytelling and brand consistency through Explore The Dalles

References

A. THE DALLES AREA CHAMBER OF COMMERCE MAINTAINS STRONG, PRODUCTIVE RELATIONSHIPS WITH REGIONAL PARTNERS, MEDIA OUTLETS, GOVERNMENT AGENCIES, AND TOURISM LEADERSHIP ACROSS THE STATE. THE FOLLOWING REFERENCES ARE PROVIDED IN ACCORDANCE WITH THE RFP:

Todd Davidson

Chief Executive Officer, Travel Oregon

todd@traveloregon.com

319 S.W. Washington St., Suite 700, Portland, OR 97204 / 971.352.6715

Relationship: Collaborated on statewide tourism strategies, DMO designation, and grant-funded programs to support inclusive tourism development.

Cynthia Kortge

Administrative Consultant, The Dalles Main Street

exdirector.dallesmainstreet@gmail.com

PO Box 544, The Dalles OR 97058 / 541.340.9039

Relationship: Partnered to promote downtown events and tourism engagement. Provided cross-promotion, radio spots, and marketing support for all Main Street efforts.

Andrea Klaas

Executive Director

Port of The Dalles

andrea@portofthedalles.gov

3636 Klindt Drive, The Dalles, OR 97058 / 541.298.4148

Relationship: Collaborated for hosting fishing tournaments, marina access, and regional tourism strategies including business engagement and waterfront experiences.

Kelly Schweiger

Sales & Marketing Manager

Sinclair Broadcast Group / KATU

kschweiger@katu.com

2153 NE Sandy Boulevard, Portland, OR 97232 / (503) 231-4227 office / (503) 830-2810 mobile

Relationship: Led KATU's "Explore Local" media campaign featuring The Dalles, expanding the City's tourism exposure across Oregon and Washington.

**Katie Kadlub**

Chief Executive Officer

Visit Hood River

katie@visithoodriver.com

202 Cascade Ave, Suite B, Hood River, OR 97031 / 208.867.0498

Relationship: Regional tourism collaboration through the Columbia Gorge Tourism Alliance and shared itineraries/events between Hood River and The Dalles.

Gary Lewis

Owner / Operator / Producer

Gary Lewis Outdoors

garylewisoutdoors@gmail.com

PO Box 1364, Bend, Oregon 97709 / 541.420.1371

Relationship: Partnered in destination storytelling and hosted fish camp and media projects to promote outdoor recreation and tourism in The Dalles.

Mary Hanlon

Owner / Operator / Developer

Hanlon Development

mary@hanlondevelopment.com

523 E 3rd St, The Dalles OR 97058 / 503.539.2880

Relationship: Active tourism stakeholder and business partner engaged in local events, historic preservation, and regional business development.

Jessica Metta

Executive Director

Mid-Columbia Economic Development District (MCEDD)

jessica@mcedd.org

802 Chenoweth Loop Road, The Dalles, OR 97058 / 541.399.1033 (cell) / 541.296.2266 x1001 (office)

Relationship: Economic development partner in tourism-aligned strategy, regional planning, and local investment initiatives.

B. ADDITIONAL EVALUATION CONSIDERATIONS

These references have either directly worked with TDACC on tourism efforts or have observed and benefited from TDACC's leadership in promotion, visitor engagement, and partnership development. We welcome additional reference checks as deemed appropriate by the City.

C. ADDITIONAL SUPPORTING INFORMATION

More than 20 letters of support from government officials, local businesses, and industry partners accompany this proposal and reflect TDACC's credibility, impact, and unmatched capacity to deliver on this contract. These testimonials further validate our performance, professionalism, and collaborative spirit.

Additional Highlights:

- ♦ **Infinity Loop Partnership:** The Dalles is promoted as a gateway to the greater Hood-Gorge region, with cross-promotional materials and collaborative marketing.
- ♦ **Charm Trail & Token Wall:** One of our most popular visitor engagement tools with growing participation.
- ♦ **Media Highlights:** Featured in Willamette Living, hosted on KATU's Explore Local series.
- ♦ **Social Media & Website Growth:** Instagram and Facebook engagement steadily rising; event pages consistently among top-performing content.

The Dalles Area Chamber of Commerce has not only performed this work—we've evolved it, refined it, and consistently delivered exceptional results that elevate The Dalles' reputation, economy, and visitor experience.

Scope of Work & Execution

A. SCOPE OF WORK

The Dalles Area Chamber of Commerce (TDACC), through Explore The Dalles, proposes to fulfill the full scope of tourism promotion services as outlined in the City of The Dalles RFP Project No. 2025-004. This includes the development and execution of tourism marketing strategies, visitor information services, data reporting, and coordination of promotional partnerships—positioning The Dalles as a premier destination for both leisure and event-driven travel.

1. **DESTINATION DEVELOPMENT PLAN – TRAVEL OREGON COMPETITIVE GRANT**

As part of its long-term commitment to strategic tourism development, The Dalles Area Chamber of Commerce applied for a **Travel Oregon Competitive Grant** on **February 27, 2025**, requesting **\$93,000** to support a Destination Development Plan for The Dalles. The total project budget is **\$98,000**, with a \$5,000 in-kind contribution provided by the Chamber.

The grant award announcement is expected on **June 17, 2025**. If successful, the planning project will begin in summer 2025 and conclude by **November 3, 2026**, with final reports due by **November 17, 2026**.

This initiative is designed to:

- ♦ **Summer–Fall 2025:** Form an inclusive steering committee representing local stakeholders and diverse community voices
- ♦ **Fall–Winter 2025:** Conduct public engagement efforts (surveys, focus groups, and workshops) to gather community input
- ♦ **Winter–Spring 2026:** Map existing tourism assets and identify gaps, priorities, and opportunities for development
- ♦ **Spring 2026:** Host strategic visioning workshops and create actionable recommendations for infrastructure, marketing, and inclusion
- ♦ **Summer–Fall 2026:** Finalize and present a comprehensive 5-year Destination Development Plan with measurable goals and governance structure

The project aligns with multiple Travel Oregon strategic priorities, including responsible outdoor recreation, equity and access, cultural heritage promotion, and year-round tourism development.

This initiative reflects The Chamber's ongoing commitment to securing outside investment to accomplish high-impact, community-centered projects. By proactively seeking grant funding and leading collaborative planning efforts, The Dalles Area Chamber of Commerce is working to enhance tourism infrastructure, support local businesses, and ensure that The Dalles continues to grow as a vibrant and welcoming destination.

2. **GENERAL TOURISM MARKETING**

TDACC will continue to maintain and evolve the **Explore The Dalles** brand with a comprehensive, multi-channel marketing approach. This includes:

- ♦ Promoting travel itineraries centered on The Dalles' top draws: history, food and wine, outdoor recreation, and festivals.
- ♦ Leading regional and seasonal campaigns to target key markets such as Portland, Seattle, Bend, Boise, and the Columbia Gorge.
- ♦ Executing social media strategies that include paid campaigns, reels, influencer content, and platform-specific series.
- ♦ Integrating The Dalles into broader storytelling like the **Infinity Loop**, regional food trails, and Hood-Gorge travel themes.
- ♦ Managing a robust event calendar and curated digital content across all platforms.

3. VISITOR HOSPITALITY SERVICES

We will operate the Visitor Information Center as a welcoming hub for travelers, event organizers, and community members.

- ◆ Maintain regular public hours (9:00 AM – 4:00 PM M–F) with seasonal flexibility. (with QR signage to events, dining, lodging, and attractions along with brochures available for weekend visitors.
- ◆ Staff the center with local professionals trained in hospitality and destination knowledge.
- ◆ Provide brochures, maps, and travel guides onsite and in digital format.
- ◆ Respond to web inquiries, phone calls, and walk-in questions.
- ◆ Expand access through self-service kiosks and QR code integration at key visitor entry points.

4. MAJOR EVENTS

TDACC will continue to support and promote key annual and seasonal events, including:

- ◆ Northwest Cherry Festival
- ◆ Cruise the Gorge
- ◆ Drain Raider Bass Tournament and other fishing tournaments
- ◆ Witches Walk
- ◆ Fort Dalles Fourth
- ◆ Little Music City
- ◆ Local concerts & entertainment, wine walks, food trail tours, First Fridays, Sip & Shop, Chocolate Crawl, farmers markets, and Farm Stand Tours. Our role includes marketing assistance, TLT grant amplification, lodging coordination, visitor itineraries, community calendar promotion, and wraparound business support.

5. CRUISE SHIP INDUSTRY

With cruise ship visitation now a part of the tourism contract scope, TDACC will lead efforts to:

- ◆ Provide QR-code-based mobile guides with dining, shopping, history, and recreation options.
- ◆ Facilitate support of the development self-guided excursions tied to regional themes and local landmarks.
- ◆ Promote business participation by ensuring hours and offers align with ship arrival schedules.
- ◆ Build relationships with ACL and other cruise operators for alignment on messaging and visitor readiness.
- ◆ Maintain communication between the Chamber, City, and waterfront stakeholders to ensure smooth coordination.

6. MEDIA CAMPAIGNS

TDACC will develop and manage traditional and digital media

campaigns in coordination with local, regional, and statewide partners. This includes:

- ◆ Television, radio, print, and digital ad placements (e.g., KOIN, KATU, KGW, KOIN6, Spotify, Pandora, YouTube, Travel Oregon, AAA).
- ◆ Targeted DMA-based outreach campaigns aimed at Portland, Seattle, Bend, and Boise metro areas.
- ◆ Influencer marketing and story-driven press campaigns.
- ◆ Media kit production and seasonal creative asset development.
- ◆ Northwest Outdoor Writers Association (Initial FAM tours and host their 2025 Conference in The Dalles)

7. CONTENT MARKETING

We will continue to build on the successful Explore The Dalles content engine by:

- ◆ Publishing original blog articles, photo essays, event highlights, and behind-the-scenes features.
- ◆ Promoting itineraries for foodies, cyclists, historians, families, and wine travelers.
- ◆ Producing themed map guides (e.g., Cherry Trail, Food Trail, Art Walks).
- ◆ Collaborating with local creatives to keep visual content fresh, authentic, and compelling.
- ◆ Cross-posting with Columbia Gorge Tourism Alliance and regional sites.

8. MARKET ANALYSIS AND DATA REPORTING

We utilize tools like **Datafy**, Google Analytics, CRM reports, and social media insights to measure and optimize tourism impact. As part of this contract, we will:

- ♦ Track lodging tax performance, digital campaign ROI, and event engagement.
- ♦ Present annual and quarterly tourism reports to the City.
- ♦ Use real-time analytics to adjust campaign targeting and spending as needed.
- ♦ Benchmark progress against tourism KPIs, including visitor counts, hotel bookings, website traffic, and digital conversions.

This Scope of Work is designed to fulfill the City's goals for a data-driven, community-connected, and regionally impactful tourism promotion program. As the current and long-standing tourism contractor, TDACC is prepared to deliver this work seamlessly, building on momentum while expanding reach, engagement, and visitor value.

B. EXECUTION PLAN & STRATEGIC VISION

The Dalles Area Chamber of Commerce (TDACC) has crafted a comprehensive execution plan that directly aligns with the Scope of Work outlined in this RFP and Exhibit A – Personal Services Agreement. Our approach is rooted in our decade-long success delivering tourism services for the City and is built to expand reach, deepen engagement, and drive measurable economic returns.

This section outlines how TDACC will implement and deliver the tourism services described in our Scope of Work, including key timelines, strategies, and performance measures to ensure accountability and results. The Dalles Area Chamber of Commerce (TDACC) proposes a robust and results-driven execution strategy aligned with the City's tourism goals and Scope of Work. Our plan is rooted in measurable impact, community collaboration, and the proven success of our Explore The Dalles platform.

1. STRATEGIC GOALS & IMPLEMENTATION

Developing Informational Programs & Coordinating Tourism Efforts in The Dalles Comprehensive Visitor Resources

- ♦ Maintain and enhance ExploreTheDalles.com with up-to-date itineraries, event listings, and interactive trip-planning tools.
- ♦ Develop and distribute visitor guides, themed travel trails (e.g., Cherry Trail, East Gorge Food Trail), and digital resources to highlight the region's offerings.
- ♦ Create seasonal and event-specific marketing campaigns that showcase The Dalles' attractions while positioning it as a gateway to the Columbia River Gorge and Eastern Oregon.

Highlighting the Infinity Loop & Regional Connectivity

- ♦ Incorporate the Infinity Loop—a multi-day scenic route through the Mt. Hood-Columbia River Gorge region—into tourism materials to position The Dalles as a key stop in a broader adventure highlighting recreation, culture, and small-town charm.
- ♦ Work with regional partners to develop loop-friendly itineraries, cross-promotional materials, and content showcasing key stops along the route.

Revitalize and Innovative Digital & Enhance On-Site Engagement

- ♦ Revitalize self-service tourism kiosks with route and itinerary information.
- ♦ Enhance mobile-friendly tools, such as interactive trip planning and AI-powered recommendations, to assist visitors in exploring The Dalles and beyond.

Regional & Statewide Partnerships

- ♦ Work with Travel Oregon, Region Hood-Gorge, and East Gorge Food Trail to amplify visitor engagement.
- ♦ Strengthen partnerships with Columbia River Gorge tourism initiatives, Oregon Wine Board, Northwest Outdoor Writers Association and recreation-based organizations to promote The Dalles as a central hub.



Local Business & Industry Collaboration

- ♦ Coordinate with hotels, wineries, breweries, restaurants, cruise ship partners, and outdoor adventure providers to align visitor messaging.
- ♦ Partner with historical and cultural institutions, including Fort Dalles Museum, the National Neon Sign Museum, and The Discovery Center, Original Wasco County Courthouse to enrich tourism experiences.

Community & Visitor Engagement

- ♦ Promote tourism ambassador programs to educate local hospitality workers and businesses on The Dalles' attractions and visitor resources.
- ♦ Develop regional packages and itineraries in collaboration with the Infinity Loop initiative to guide visitors through The Dalles as a key destination.

Delivering Measurable Impact

- ♦ Utilize visitor engagement analytics and feedback to refine messaging and improve visitor services.
- ♦ Increase The Dalles' visibility through a mix of digital marketing, regional promotions, and influencer partnerships.
- ♦ Encourage sustainable tourism by promoting off-peak travel, extended stays, and eco-friendly experiences.

By integrating The Dalles into broader regional tourism initiatives like the Infinity Loop, TDACC ensures visitors see The Dalles not just as a stop, but as an essential part of their travel experience—driving economic benefits while enhancing our community's visibility within the Hood-Gorge region.

...STRATEGIC GOAL: INCREASE OVERNIGHT STAYS & VISITOR SPENDING

Execution Plan:

- ♦ Optimize marketing for overnight visitors by targeting shoulder seasons and longer-stay activities.
- ♦ Expand Datafy-driven geofencing campaigns and creative asset testing.
- ♦ Partner with hotels and lodging partners for promotional tie-ins and cross-listings.

Measurement:

- ♦ Lodging tax revenue and hotel occupancy rates
- ♦ Visitor spending reports and digital ad ROI, data informing us as to how many clicks, if they came to stay or day trip, approximate spending while here, and person demographic information.

...STRATEGIC GOAL: DIVERSIFY & EXPAND TOURISM OFFERINGS

Execution Plan:

- ♦ Launch new themed itineraries: food & wine, history, family, outdoor.
- ♦ Integrate The Dalles into broader travel routes like the Infinity Loop.
- ♦ Support and market seasonal and first-time events.

Measurement:

- ♦ Seasonal traffic reports on ExploreTheDalles.com by engagement on website
- ♦ Event attendance, TLT grants awarded, community engagement

...STRATEGIC GOAL: ENHANCE DIGITAL ENGAGEMENT & CONTENT VISIBILITY

Execution Plan:

- ♦ Deploy social media and web strategies targeting key regional Designated Market Areas, DMA.
- ♦ Use QR codes for cruise and visitor guides linking to interactive maps, itineraries, and local business offers.
- ♦ Maintain and expand a dynamic event calendar and destination blog.

Measurement:

- ♦ Website and social analytics (visits, Click Through Rate [CTR], engagement)
- ♦ QR scans and referral traffic to business partners

...STRATEGIC GOAL: STRENGTHEN REGIONAL & BUSINESS PARTNERSHIPS

Execution Plan:

- ♦ Maintain and expand partnerships with Travel Oregon, Region Hood-Gorge, East Gorge Food Trail, ACL, Oregon Wine Board, and more.
- ♦ Promote joint itineraries, campaigns, and influencer events.
- ♦ Engage local businesses via promotion opportunities and workshops.

Measurement:

- ♦ Number of active business participants and regional campaigns
- ♦ Co-branded content reach, visitor feedback

2. EXECUTION TIMELINE

Phase	Key Activities	Timeline
Phase 1	Budget finalization, staffing transitions	Q3, 2025
	Launch digital setup, cruise readiness	
Phase 2	Deploy fall marketing, support peak events	Q3–Q4, 2025
	Business engagement, itinerary development	
Phase 3	Review year-end data, plan spring campaign	Q1, 2026
	Present reporting, adjust strategy	

3. DELIVERING INFORMATIONAL PROGRAMS & COMMUNITY ENGAGEMENT

We will maintain and enhance:

- ◆ ExploreTheDalles.com with seasonal updates, new itineraries, and digital trip-planning tools.
- ◆ Visitor guides, map trails, QR code activations, and mobile-responsive content.
- ◆ Self-service kiosks and AI-powered itinerary planning where appropriate.

Engagement includes:

- ◆ Amplifying The Dalles in the Infinity Loop and Gorge-wide collaborations.
- ◆ Promoting ambassador programs and hospitality training.
- ◆ Partnering with museums, restaurants, and wineries for cross-promotion.

Performance Tracking & Accountability KPIs will include:

- ◆ Website and digital campaign performance (traffic, CTR, conversions)
- ◆ Visitor spending increases via Datafy and lodging tax trends
- ◆ Business and event participation (event attendance, partner count)
- ◆ Visitor feedback and community satisfaction surveys

Reporting Schedule:

The Chamber will provide an annual report detailing engagement metrics, campaign performance, ROI evaluation, Transient Lodging Tax (TLT) impact, business feedback, and strategic recommendations. At the City's request, quarterly updates may also be provided—not to exceed four per year.

TDACC is uniquely equipped to lead this effort because we already have the infrastructure, local insight, and strategic partnerships in place. With this plan, we will hit the ground running July 1, 2025—and continue elevating The Dalles as a destination of choice across the Pacific Northwest and beyond.

Cost

Budget Narrative & Justification

The Dalles Area Chamber of Commerce (TDACC) has strategically planned and allocated its budget to maximize tourism impact, support local businesses, and drive economic growth in The Dalles. Our budgeting approach is based on historical data, economic trends, and strategic priorities that align with the City's tourism and economic development objectives.

The proposed budget reflects both continuity and necessary evolution in our tourism efforts. While the RFP budget is slightly lower than our ideal funding request, we have structured it efficiently to ensure maximum return on investment for the City of The Dalles, its businesses, and its residents.

Historical Budget Context

- ◆ **2020–2021 Fiscal Year:** Tourism budget set at \$360,000, later reduced to 50% due to COVID-19, while maintaining core tourism functions.
- ◆ **2021–2022:** Budget restored to 75% of pre-pandemic levels, allowing for gradual recovery.
- ◆ **2022–2023:** Resumed normal operations and increased funding to match economic growth.

Our ability to strategically adapt and make data-driven decisions during this period underscores our financial responsibility and commitment to maintaining high-impact tourism initiatives, even during economic downturns.

Current Budget Adjustments & Justifications

The Dalles Area Chamber of Commerce
2025-2026 Tourism Budget

RFP Budget
2025.2026

		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	
Personnel								
076-7600-750.31-10	Salaries & Benefits	\$ 152,867.02	\$ 93,000.00	\$ 147,000.00	\$ 175,000.00	\$ 182,000.00	\$ 187,460.00	\$ 210,000.00
Facilities								
076-7600-750.43-10	Utilities	\$ 4,200.00	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,720.00	\$ 5,891.60	\$ 6,500.00
076-7600-750.43-40	Equipment Maint & Repair	\$ 3,900.00	\$ 1,800.00	\$ 2,500.00	\$ 3,000.00	\$ 3,120.00	\$ 3,213.60	\$ 3,000.00
076-7600-750.44-10	Rent	\$ 8,702.40	\$ 8,702.00	\$ 8,702.00	\$ 8,702.00	\$ 9,050.08	\$ 9,321.00	\$ 9,600.00
Operations								
076-7600-750.39-00	Administration	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
076-7600-750.53-20	Postage	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00
076-7600-750.53-30	Communications	\$ 2,800.00	\$ 2,200.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	IT / Technology							\$ 6,000.00
076-7600-750.58-10	Travel & Mileage	\$ 4,500.00	\$ 2,500.00	\$ 4,000.00	\$ 6,000.00	\$ 6,240.00	\$ 6,427.20	\$ 4,500.00
076-7600-750.58-50	Professional Development	\$ 2,500.00	\$ 500.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00
076-7600-750.58-70	Dues & Subscriptions	\$ 1,530.58	\$ 500.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00
076-7600-750.60-10	Office Supplies	\$ 2,500.00	\$ 750.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00
	Datafy Data Software	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00
Marketing								
076-7600-750.37-10	Marketing	\$ 66,500.00	\$ 38,233.00	\$ 69,548.00	\$ 125,000.00	\$ 130,000.00	\$ 136,500.00	\$ 130,000.00
076-7600-750.37-20	Public Relations	\$ 15,000.00	\$ 5,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 5,000.00
076-7600-750.37-30	Billboard	\$ 11,000.00	\$ 14,315.00	\$ -	\$ -	\$ -	\$ -	
076-7600-750.37-30G	Grants	\$ 30,000.00		\$ 7,500.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 34,000.00
076-7600-750.55-00	Printing & Binding	\$ 7,500.00	\$ 3,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
		\$ 325,000.00	\$ 180,000.00	\$ 275,000.00	\$ 426,702.00	\$ 439,630.08	\$ 452,313.40	\$ 465,000.00

1. PERSONNEL & ORGANIZATIONAL STRUCTURE

- ✓ The budget reflects a reallocation of salary funding to accommodate a **full-time Executive Tourism Director** and dedicated support team.
- ✓ The **CEO will transition** to a full-time focus on Chamber support, member services, and advocacy, while tourism efforts are managed by a dedicated industry expert.

» Why This Matters:

A dedicated full-time Tourism Director ensures greater strategic oversight, marketing execution, and industry partnerships. The CEO's focus on Chamber advocacy and business support ensures economic benefits from tourism extend to local businesses and workforce development.

2. DESTINATION MARKETING & DIGITAL CAMPAIGNS

- ✓ Increased Datafy funding to support **two full digital advertising campaigns** with new creative assets.
- ✓ Prior campaigns delivered measurable impact up to 12 months post-campaign.

» Why This Matters:

Digital marketing is a cost-effective, high-ROI strategy that targets key demographics and drives overnight stays. Real-time data insights allow for performance optimization and maximum reach.

3. VISITOR EXPERIENCE ENHANCEMENTS & EVENT SUPPORT

- ✓ Increased **TLT Event Marketing** allocation to support large-scale, high-impact events.
- ✓ TDACC plays a logistical and promotional role in events such as the Drain Raider Bass Tournament.
- ✓ Ongoing support for downtown activities and Main Street initiatives.

» Why This Matters:

Tourism events bring direct economic impact through lodging, dining, fuel, and retail spending. Expanded event marketing and logistical support increase participation rates, visitor satisfaction, and spending.

4. VISITOR CENTER OPERATIONS & PRINTED MATERIALS

- ✓ Retention of printed materials, including historic walking guides, tear-off maps, and brochures.
- ✓ Continued operation of the fully-staffed Visitor Center.

» Why This Matters:

While digital is primary, printed materials remain essential for in-destination navigation, especially in rural areas. The Visitor Center serves as the primary point of contact for thousands of annual travelers which includes a large demographic of retired travelers which gravitate to printed materials.

5. PROJECT LINE ITEM FOR TOURISM ENHANCEMENTS

- ✓ Includes a **\$5,000 allocation** for tourism innovation projects requiring City approval.
- ✓ Eligible for new trail development, attraction enhancement, or matching grant support.
- ✓ Funds may roll over across fiscal years.

» Why This Matters:

A flexible, forward-thinking line item ensures The Dalles is positioned for long-term tourism investment and external funding opportunities.

Final Budget Summary

» **Total Requested Budget:** \$465,000

✓ Key Outcomes:

- ♦ Enhanced Digital Marketing » Higher visitor reach, engagement, and overnight stays.
- ♦ Full-Time Tourism Director » Stronger leadership and dedicated industry partnerships.
- ♦ Event Marketing Growth » Larger, more impactful tourism events driving economic activity.
- ♦ Sustained Visitor Center Operations » Continued top-tier service for travelers.
- ♦ Project Line Item for Enhancements » Pre-planned funding for infrastructure, experiences, and grant-matching opportunities.

TDACC remains committed to delivering innovative, data-driven tourism strategies that support The Dalles' businesses, residents, and economic vitality.

Annual Increase Projection

TDACC proposes a **maximum annual increase of 3%** for each of the following four fiscal years to account for cost-of-living adjustments and inflationary impacts.

Billing Rates for Additional Services

If additional billable services are requested by the City outside of the Scope of Work, the following rates will apply:

Role	Hourly Rate
Executive Tourism Director	\$125/hr
Visitor Center Staff	\$55/hr
Marketing/Design Services	\$85/hr
Data & Reporting Analyst	\$95/hr
Chamber CEO (consultation)	\$150/hr

TDACC will provide detailed estimates and secure City approval before incurring additional billable service charges.



Travel & Out-of-Pocket Expenses

All costs proposed in this budget are **inclusive of travel and out-of-pocket expenses** related to delivering the Scope of Work. Any out-of-scope travel or project costs will be discussed with and approved by the City prior to billing.

Conclusion & Strategic Impact

This budget is not just a financial framework—it's a strategic roadmap. TDACC ensures:

- ◆ Responsible stewardship of public funds
- ◆ Maximum return on investment
- ◆ Clear alignment with the City's tourism and economic development goals

With this budget, The Dalles can count on results-driven tourism promotion grounded in fiscal accountability, innovation, and local leadership.

Conclusion & Commitment

The Dalles Area Chamber of Commerce (TDACC) respectfully submits this proposal as the most qualified, experienced, and community-rooted organization to serve as the City of The Dalles' partner in tourism promotion. Our deep understanding of the local economy, our regional leadership in destination marketing, and our longstanding relationships with businesses, residents, and regional partners uniquely position us to execute this contract with excellence.

We have successfully promoted The Dalles for over a decade—not only as a beautiful place to visit, but as a thriving destination that tells the story of Oregon's history, culture, and innovation. From expanding digital campaigns with measurable ROI to delivering high-impact events and maintaining a fully operational visitor center, TDACC has consistently exceeded expectations.

We don't just understand tourism—we live and breathe it. Our leadership is responsive, strategic, and committed to results. Our team is dedicated, experienced, and ready to go on Day One. Our partnerships with Travel Oregon, the Columbia Gorge Tourism Alliance, East Gorge Food Trail, and other regional organizations are already in place and active. Our systems for reporting, analytics, community engagement, and campaign delivery are tried, tested, and continuously improving.

The decision to award this contract to TDACC ensures:

- ◆ Continuity of service with no disruption in visitor information or marketing
- ◆ Expanded innovation in digital engagement and regional tourism integration
- ◆ Responsible stewardship of City funds through transparent and data-informed budgeting

A committed partner who is deeply invested in the long-term success of The Dalles

We believe that tourism is not just about attracting visitors—it's about creating experiences, fostering pride, supporting small businesses, and building a resilient local economy. Our proposal reflects this philosophy. We are ready to hit the ground running on July 1, 2025, with the leadership, infrastructure, vision, and community backing to drive results. We invite the City to continue its successful partnership with TDACC—because no one knows The Dalles, represents The Dalles, or can promote The Dalles like we can.

Thank you for your time, consideration, and trust.

Statement of Compliance

The Dalles Area Chamber of Commerce acknowledges and agrees to all terms, conditions, and requirements outlined in the City of The Dalles' Request for Proposal (Project No. 2025-004), including those detailed in the Special Conditions (Section C) and General Conditions (Section D) of the Personal Services Agreement (Exhibit A).

We affirm our understanding of the City's expectations regarding visitor information services, tourism promotion activities, administrative and operational responsibilities, recordkeeping and audits, branding obligations, non-discrimination, independent contractor status, and all other provisions. We are fully prepared to meet these requirements and operate in full compliance with the scope and spirit of this Agreement.

TDACC further confirms its standing as both a recognized ****Tourism Promotion Agency**** under ORS 320.300 (8) and as the designated ****Local Destination Management Organization (DMO)**** for North Wasco County under Travel Oregon guidelines.

Authorized Signatures and Attestation Form

I. Authorized Signatures and Attestation Form

I, the undersigned, an authorized representative of The Dalles Area Chamber of Commerce, whose address is 404 West 2nd Street, The Dalles, Oregon, have read and thoroughly understand the specifications, instructions, and all other conditions of the Request for Proposals issued by the City of The Dalles for Tourism Promotion Services for fiscal years commencing July 1, 2025, through June 30, 2028.

Acting on the behalf of my entity, which is listed above, I attest the services offered by us meet the City of The Dalles specifications in every respect, (check one) ☒ without exceptions or ☐ with exceptions.

We therefore offer and make this proposal to furnish to the City of The Dalles the tourism promotion services detailed in our proposal at the prices indicated. By our signature below, we certify compliance all applicable tax laws and are legally qualified to contract with the City of The Dalles.

Entity Name: The Dalles Area Chamber of Commerce

Date: March 25, 2025

Signature: 

Print Name: Lisa Farquharson

Title: President / CEO

Personal Services Agreement

[Name]

Page 1 of 8



Exhibit C

EXHIBIT C

CERTIFICATION OF NON-DISCRIMINATION

Project No.: 2025-004
 Project Name: *Tourism Promotion Services*

Discrimination in subcontracting is prohibited pursuant to ORS 279A.110(1). Any contractor contracting with the City shall not discriminate in awarding a subcontract against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business owned by a service-disabled veteran, or an emerging small business certified under ORS 200.055.

Consistent with ORS 279A.110(4), through the signature of the authorized representative of the proposer below, the proposer hereby certifies to the City it has not discriminated against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business owned by a service-disabled veteran, or an emerging small business in obtaining any subcontracts and, if awarded the Contract for which its Proposal was submitted, will not so discriminate.

If the City awards the Contract to a proposer and the proposer violates this Certification, the City may regard the violation as a breach of contract permitting the City to terminate the Contract or exercise any other remedies reserved in the Contract, all as consistent with ORS 279A.110(5).

The Dalles Area Chamber	Lisa Farquharson	President / CEO	March 25, 2025
<u>Proposer</u>	<u>Name</u>	<u>Title</u>	<u>Date</u>



Letters of Support and Reference

State
Regional
Industry

 TRAVEL OREGON

March 13, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

On behalf of Travel Oregon, I am writing to express my support for The Dalles Area Chamber of Commerce in their response to the City of The Dalles' Tourism Promotion Services RFP. I have had the privilege of working alongside the Chamber for many years to advance tourism efforts that contribute to the economic vitality and visibility of The Dalles as a premier destination within Oregon.

The Dalles Area Chamber of Commerce has consistently demonstrated outstanding leadership in destination marketing, tourism development, and industry partner engagement. Their collaborative approach, deep-rooted local expertise, and commitment to enhancing visitor experiences align seamlessly with Travel Oregon's mission to inspire travel and support a thriving statewide tourism economy. Under their stewardship, The Dalles has seen measurable growth in visitor engagement, lodging revenue and tourism business success—outcomes that directly benefit the community and reinforce the city's position as a must-visit destination.

Furthermore, the Chamber has been an invaluable partner in regional and state-level tourism initiatives. Their ability to leverage strategic partnerships, secure grant funding and create compelling marketing campaigns has not only elevated The Dalles but has also contributed to broader efforts in driving economic development across Oregon. Their proactive leadership, deep industry knowledge and commitment to sustainable tourism make them uniquely qualified to continue leading the city's tourism promotion efforts. We are honored to work alongside such innovative and enthusiastic partners.

I am happy to encourage the City of The Dalles to recognize the proven track record and unparalleled dedication of The Dalles Area Chamber of Commerce. Their ongoing work has positioned The Dalles as a key player in Oregon's tourism landscape, and I am confident that their continued leadership will generate sustainable economic benefits while improving livability for residents.

Thank you for your consideration. Please don't hesitate to reach out if I can provide further insight into the Chamber's exceptional contributions to Oregon's tourism economy.

Sincerely,



Todd Davidson
CEO, Travel Oregon



City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Strong Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

As representatives of the **Hood-Gorge Region**, we are writing to express our **full support** for The Dalles Area Chamber of Commerce's proposal to continue serving as the City's **tourism promotion contractor**.

The Dalles plays a **critical role in the regional tourism ecosystem** as the **eastern gateway to the Columbia River Gorge**, drawing visitors for **outdoor recreation, heritage experiences, and regional exploration**. The Chamber has been **the driving force behind positioning The Dalles as a compelling visitor destination**—not just for the City, but for the **entire region**.

As leaders in regional tourism, we have seen firsthand the **impact, expertise, and dedication** that The Dalles Area Chamber of Commerce brings to tourism promotion, including:

- **Elevating The Dalles as a Key Destination** – The Chamber has successfully grown The Dalles' visibility, leveraging marketing partnerships, strategic campaigns, and data-driven initiatives to increase visitor engagement.
- **Strengthening Regional Collaboration** – Their leadership in **cross-community tourism programs, joint marketing efforts, and visitor experience enhancement** has benefited the **entire Hood-Gorge region**.
- **Ensuring Economic Impact** – Through their marketing efforts, they have **directly driven visitor spending, increased hotel occupancy, supported local businesses, and fostered sustainable tourism growth**.
- **Providing Proven Leadership & Stability** – Tourism marketing requires **experience, deep industry knowledge, and strong relationships**—all of which the Chamber has built over decades of successful tourism promotion.

It is **critical to maintain continuity** in destination marketing to ensure continued growth, and The Dalles Area Chamber of Commerce has the **expertise, trust, and regional partnerships** to lead The Dalles' tourism future.

We strongly urge the City of The Dalles to **continue this successful partnership and award the tourism promotion contract** to The Dalles Area Chamber of Commerce.

Thank you for your time and consideration. Please do not hesitate to reach out if additional information is needed.

Sincerely,

Ithaca Janzen
Regional Tourism Coordinator
Experience Mt. Hood and the Gorge RDMO



March 11, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Strong Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

As a representative **Visit Hood River**, I am writing to express our **full support** for The Dalles Area Chamber of Commerce's proposal to continue serving as the City's **tourism promotion contractor**. The Dalles plays a **critical role in the regional tourism ecosystem** as the **eastern gateway to the Columbia River Gorge**, drawing visitors for **outdoor recreation, heritage experiences, and regional exploration**. The Chamber has been **the driving force behind positioning The Dalles as a compelling visitor destination**—not just for the City, but for the **entire region**.

As leaders in regional tourism, we have seen firsthand the **impact, expertise, and dedication** that The Dalles Area Chamber of Commerce brings to tourism promotion, including:

- ✓ **Elevating The Dalles as a Key Destination** – The Chamber has successfully grown The Dalles' visibility, leveraging marketing partnerships, strategic campaigns, and data-driven initiatives to increase visitor engagement.
- ✓ **Strengthening Regional Collaboration** – Their leadership in **cross-community tourism programs, joint marketing efforts, and visitor experience enhancement** has benefited **the entire Hood-Gorge region**.
- ✓ **Ensuring Economic Impact** – Through their marketing efforts, they have **directly driven visitor spending, increased hotel occupancy, supported local businesses, and fostered sustainable tourism growth**.
- ✓ **Providing Proven Leadership & Stability** – Tourism marketing requires **experience, deep industry knowledge, and strong relationships**—all of which the Chamber has built over decades of successful tourism promotion.

It is **critical to maintain continuity** in destination marketing to ensure continued growth, and The Dalles Area Chamber of Commerce has the **expertise, trust, and regional partnerships** to lead The Dalles' tourism future.

We strongly urge the City of The Dalles to **continue this successful partnership and award the tourism promotion contract** to The Dalles Area Chamber of Commerce.

Thank you for your time and consideration. Please do not hesitate to reach out if additional information is needed.

Sincerely,

Katie Kadlub
CEO
Visit Hood River



Letters of Support and Reference

Community Partners

Regional Partners

Media Partners



Board of Directors

March 17, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Strong Support from the Board of Directors – The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

As the Board of Directors of The Dalles Area Chamber of Commerce, we are writing to express our unified and unwavering support for the Chamber's proposal to continue serving as the City's tourism marketing contractor.

For over 20 years, The Dalles Area Chamber of Commerce has served as the City's de facto Destination Marketing Organization (DMO)—leading efforts to promote The Dalles as a visitor destination, increase tourism-driven economic activity, and support local businesses.

A DMO is responsible for creating and executing tourism marketing strategies, promoting local attractions, developing strategic partnerships, engaging in outreach with travel writers and planners, and serving as a central hub for visitor information and services. The Chamber has fulfilled these responsibilities with excellence, professionalism, and measurable success—proving time and again to be the best and most qualified organization to continue this critical role.

Over the years, The Dalles Area Chamber of Commerce has demonstrated:

- ✓ Strong strategic marketing leadership that has consistently increased visitor engagement and tourism revenue for The Dalles.
- ✓ Thoughtful and transparent use of public tourism dollars, ensuring maximum return on investment and clear, accountable reporting on how funds are spent to benefit the community.
- ✓ Innovative and responsive tourism promotions and event support, adjusting quickly to changing tourism trends, industry shifts, and community needs.
- ✓ Deep-rooted local knowledge and trusted partnerships that allow for authentic and effective promotion of The Dalles' unique identity, history, and businesses.
- ✓ Efficient and cost-effective management of tourism programs, achieving significant impact with available resources—growing the tourism program substantially over time.

The Dalles Area Chamber of Commerce is not only capable and qualified but also committed to the long-term economic vitality of The Dalles through tourism development. Their dedication to representing our businesses, events, and attractions with care and integrity has made them a respected leader in Oregon's tourism industry.

As a Board, we are proud of the Chamber's work, and we strongly urge the City of The Dalles to continue this successful partnership by awarding the tourism promotion contract to The Dalles Area Chamber of Commerce. Their proven leadership, operational excellence, and dedication to our community make them the clear and best choice to lead this work moving forward.

Thank you for your time and thoughtful consideration.

Sincerely,

Matt Cole, DirectLine-IT *Gregory Price*, Columbia Gorge SBDC *Sam Hume*, Fairfield Inn by Marriot
Terry Cobb, Straight Log Milling *Lita Garcia*, Northern Wasco County PUD *Daniel Williams*, Williams Woodworking
Mona McLaughlin, McLaughlin Lavendar *Gwen Myers*, Umpqua Bank *Darcy Long*, Empower Financial
Stephanie Bower, North Wasco Co School District *Jeff Nichols*, Jeff Nichols CPA
Jim Mortenson, Mortenson Custom Construction

The Board of Directors
The Dalles Area Chamber of Commerce



Mary Hanlon
 Hanlon Development
 101 W 2nd Street, #2049
 The Dalles, OR 97058
 (503) 539-29880

March 17, 2025

City of The Dalles
 313 Court Street
 The Dalles, OR 97058
 Attn: Tourism RFP Review Committee

Subject: The Dalles Chamber of Commerce - Tourism RFP

To Whom It May Concern:

For over eight years, Hanlon Development has been working to bring new housing development to The Dalles. We are very close to starting construction on a beautiful 116 unit apartment building with ground floor retail in historic downtown The Dalles.

In the process of trying to enhance the chances of success for our project, we have done extensive research and established a collection of data concerning The Dalles. What information is available is largely due to the efforts of our local Chamber of Commerce.

Of all local organizations and entities, The Dalles Chamber of Commerce has played the most active role in promoting The Dalles and providing important information to visitors and others about local resources. The overwhelming majority of information available on-line about The Dalles has been collected, developed and disseminated by the Chamber's tourism efforts.

In addition to support for local businesses, the Chamber is the first stop for tourists entering downtown, where its dedicated staff welcomes visitors with friendly faces and information on local businesses and activities. In addition, the Chamber organizes and manages many labor intensive activities such as the annual Cherry festival and parade, the NW Bass Fishing Tournament, together with regular participation in Oregon tourism industry events around the state. These are just a few of the extremely time-consuming, staff intensive successful events that promote The Dalles. The dedication of the Chamber staff is unmatched.

I have worked in many communities in Oregon and around the country. The Dalles Chamber is the most pro-active and involved Chamber of Commerce I have ever worked with. The Chamber Director and her staff are inclusive and make an effort to reach out to all local businesses to give them an opportunity to both participate in and to sponsor events. They provide regular events, newsletters, and outreach to all local businesses.

The Chamber has been supportive of our economic development efforts, and they have provided numerous hours of work in the preparation of materials that we rely on to promote The Dalles as a great place to live and to visit.

I cannot imagine a more appropriate or constructive place for any tourism funds to be spent. The Dalles Chamber of Commerce is by far the best investment for our local tourism dollars. I strongly encourage the City of The Dalles to continue, without hesitation, its partnership with The Dalles Chamber of Commerce. Whether we know it or not, we all rely heavily on the resources that they provide to promote tourism in The Dalles.

Please do not hesitate to contact me if you have any additional questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mary Hanlon', with a stylized flourish at the end.

Mary Hanlon

March 18, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

As a former Mayor of The Dalles, and a long-time community leader, I know firsthand how essential it was to return the City's tourism marketing contract to The Dalles Area Chamber of Commerce. I was directly involved in that decision alongside former Chamber Executive Director Susan Huntington. At that time, efforts to separate the contract from the Chamber were financially unsustainable and did not serve the community well.

Since regaining the contract, the Chamber has grown tourism funding significantly, leveraged strategic partnerships, and built a marketing program that benefits the entire community. Their leadership has ensured that The Dalles is positioned as a thriving destination, and the tourism economy continues to grow.

I respectfully urge the City to continue this successful partnership and award the tourism contract to The Dalles Area Chamber of Commerce.

Sincerely,



Robb E. Van Cleave
Former Mayor, The Dalles



March 14, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

On behalf of Mid-Columbia Economic Development District (MCEDD), I am pleased to provide this letter of support for The Dalles Area Chamber of Commerce in response to the City of The Dalles' Tourism Promotion Services RFP. The Chamber has been a proven leader in destination marketing and tourism development for over 20 years, working collaboratively to support economic growth, local businesses, and regional visitor engagement. MCEDD regularly partners with the Chamber on various initiatives and sees the quality of their work and their commitment to The Dalles.

Through our partnership, I have seen firsthand the Chamber's ability to develop and execute impactful tourism strategies that strengthen The Dalles' position as a thriving travel destination. Their expertise in marketing, outreach, and industry collaboration has not only increased visitor engagement but has also contributed significantly to the economic sustainability of the region.

As an organization dedicated to regional economic development, we recognize the essential role that tourism plays in job creation, small business success, and infrastructure investment. The Chamber's ability to adapt to industry trends, foster strategic partnerships, and leverage state and regional tourism resources makes them uniquely qualified to continue leading The Dalles' tourism promotion efforts.

I encourage the City of The Dalles to continue its partnership with The Dalles Area Chamber of Commerce to ensure the continued success of its tourism initiatives. The Chamber's proven leadership, deep community ties, and strategic vision make them the ideal organization to carry this work forward.

Please feel free to reach out if additional information is needed.

Sincerely,


Jessica Metta, Executive Director

802 Chenoweth Loop Road, The Dalles, OR 97058 - 541-296-2266 Phone - www.mcedd.org


BOARD OF COUNTY COMMISSIONERS

401 E 3rd St, Ste. 200 • The Dalles, OR 97058
 p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

March 7, 2025

City of The Dalles
 Attn: RFP Review Committee
 313 Court Street
 The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

On behalf of Wasco County, I am pleased to provide this letter of support for The Dalles Area Chamber of Commerce in their response to the City of The Dalles' Tourism Promotion Services RFP. For over 20 years, the Chamber has served as the City's tourism marketing partner, successfully promoting The Dalles and the surrounding region as a premier visitor destination.

The Chamber's leadership in tourism development has been instrumental in increasing visitor engagement, supporting local businesses, and strengthening economic growth in our region. Their expertise in marketing, outreach, and stakeholder collaboration has played a vital role in attracting tourists, enhancing our local tourism economy, and ensuring that Wasco County remains a compelling destination within Oregon.

Over the years, the Chamber has demonstrated exceptional adaptability and strategic vision, evolving with industry trends and leveraging partnerships at the local, regional, and state levels. Their long-standing relationships with organizations like Travel Oregon, Mid-Columbia Economic Development District, and local businesses have reinforced The Dalles' position as a key tourism hub.

We strongly encourage the City of The Dalles to continue its partnership with The Dalles Area Chamber of Commerce to ensure the continued success of the City's tourism promotion efforts. Their depth of experience, commitment to community development, and proven track record make them the ideal partner to lead this work.

Thank you for your time and consideration. Please feel free to contact us if additional information is needed.

Sincerely,
 Wasco County Board of Commissioner

 Scott C. Hege, Chair



March 14, 2K25

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee members,

As a former executive of The Dalles Area Chamber of Commerce and a national consultant working with chambers of commerce and non-profit organizations across the country, I am writing to offer my full support for The Dalles Area Chamber of Commerce proposal to continue as the City's tourism marketing contractor.

Having served as chamber executive in the mid-1980's, I have remained connected to the community over the years, and I have had the unique opportunity to witness the growth and evolution of both the Chamber and The Dalles as a true tourist destination. The numbers alone support your continued efforts, but I have also worked alongside Chambers of all sizes across the United States, giving me a broad perspective on what it takes to successfully market a community and manage tourism services effectively.

The Dalles Area Chamber of Commerce has demonstrated consistent, effective, and strategic leadership in fulfilling the tourism marketing contract. Their ability to create compelling tourism campaigns, build regional partnerships, and promote The Dalles as a destination is evident in the measurable growth of tourism's economic impact on the community.

The growth of tourism in The Dalles goes far beyond employment for hospitality workers, we must remember the miles and miles of plumbing pipes and electrical wiring that requires even hiring paying jobs to maintain those pipes and electrical outlets. The dominos (multiplier effect) of your successes for more than a decade has well supported economic growth in a city that was the foundation of my professional success.

We had great success in The Dalles Chamber of Commerce, and I have always been proud, but we had nothing like the success of your administration so I am quite happy to support your continuing efforts in promoting The Dalles and the Columbia River Gorgeous!

Sincerely,

Patrick H. McGaughey, CPF, IOM
President, ActivatingPeople.com, dba ChamberMentor.com

P.S. I always burst with pride when I see "Explore The Dalles" on my favorite fishing show. pm



Gary Lewis Outdoors
PO Box 1364
Bend, Oregon 97709
(541) 420-1371
GaryLewisOutdoors.com

March 11, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

To The Committee,

As a longtime member of the media (30 years a columnist, freelancer, publisher, TV host, podcaster) **focused on telling stories thru travel, and outdoor experience, I am pleased to provide my strong support** for The Dalles Area Chamber of Commerce.

In 30 years as a journalist telling stories from worldwide destinations, I have never found a chamber of commerce more thorough or professional. Through their **marketing efforts, media collaborations, and regional outreach**, the Chamber has played an **instrumental role** in increasing The Dalles' visibility and positions The Dalles as a **must-visit destination**.

The work of the Chamber has resulted in:

- **Enhanced media exposure** for The Dalles in web, print, streaming and broadcast outlets.
- **Increased coverage of the city's events, attractions, and outdoor experiences.**
- **A strategic approach to promoting The Dalles through press, storytelling, experiential and tourism campaigns.**

Not only do I encourage friends, family, readers, viewers and listeners to visit, fish, go to museums, eat, drink and listen to music in The Dalles, I find myself looking for more reasons to visit The Dalles.

The leadership of the Chamber in **leveraging media to drive tourism engagement** is critical to The Dalles' success. I encourage the City to support the Chamber to **build on this momentum**.

Sincerely,

Gary Lewis
Gary Lewis Outdoors

March 10, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058



RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

I would like to share with you what an excellent job The Dalles Area Chamber of Commerce has done promoting tourism in the city and the surrounding area. I have been an outdoors writer for 24 years and a radio show host and producer since 2008. I have worked with a lot of tourism bureaus, chambers of commerce and marketing agencies during this time. Of all the ones I have worked with, none are anywhere near as good at promoting tourism and outdoors recreation than Lisa Farquharson, the Executive Director of The Dalles Area Chamber of Commerce.

Over the years she has promoted area wineries and breweries at an event called Fish Camp with up to 20 media members present along with manufacturers in the outdoors industry. Over the last six years I have written on average two articles a year promoting fishing, hiking and outdoor recreation between The Dalles and Rufus.

The Dalles Area Chamber of Commerce has also sponsored our national radio show, heard on 140 stations around the country to include many markets in the Pacific Northwest. In addition to interviewing guides, tournament anglers, tackle shop owners and fly shop owners, I have also made it a point to put together a destination show featuring The Dalles every year. During these shows we not only highlight fishing and outdoors recreation, but also tell the stories of the Gorge Discovery Center, The National Neon Sign Museum, and various breweries and eateries in The Dalles.

As a longtime board member of the Northwest Outdoor Writers Association, I have also seen the work Lisa has done to attract travel writers and television show hosts who highlight what The Dalles has to offer.

To sum up, I strongly support the work done by The Dalles Area Chamber of Commerce and I would strongly encourage the city to continue collaborating with them to promote tourism in your area.

Sincerely,

Host and Producer of Northwestern Outdoors and America Outdoors Radio

Freelance writer and columnist



March 14, 2025

City of The Dalles

Attn: RFP Review Committee

313 Court Street

The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

Many years ago I was introduced to The Dalles, when it was merely a place to stop for gas and a bite to eat for travelers along I-84. Since those earlier days I watched The Dalles grow into a destination for the outdoor enthusiasts, travelers and tourists.

I am the owner, publisher and editor of The Reel News Unlimited. We have been in print for 42 years. Our readership consists of families that participate in outdoor activities, primarily recreational anglers.

I've worked with the Chamber and Lisa Farquharson on numerous occasions to help promote your outdoor opportunities through this publication on outreach and marketing. When working with other chambers from Alaska to Baja I've found that The Dalles Chamber is by far more professional, aggressive and enthusiastic than others. Strategically, through media and the press, the Chamber has introduced the outdoor activities, attraction and events that our readers are now partaking in. For me that is an A+.

Their efforts to bring the Northwest Outdoor Writers Association to The Dalles this spring for their annual convention is a stroke of genius.

On behalf of our 20,000 – 30,000 monthly readers, I encourage the City to expand and continue working with the Chamber and help them increase tourism and outdoor activities of all kinds.

Sincerely,


Jim Goss, Publishing Editor

THE REEL NEWS UNLIMITED

careadnewsjim@outlook.com

425-344-6288



March 14, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

As media professionals covering tourism, travel, and outdoor experiences, we're excited to share our strong support for The Dalles Area Chamber of Commerce.

Our marketing efforts with the Chamber have been focused on boosting The Dalles' visibility and positioning it as a must-visit destination. Here's what we've achieved together:

- **Increased media exposure** – Our recent campaign leveraged broadcast and digital outreach, producing and airing a series of custom video segments filmed on location featuring eight local businesses. The campaign wrapped up with a full 1-hour special, delivering over 1.3 million impressions.
- **Strong promotion of city events, attractions, and outdoor experiences** – Our commercial campaigns helped put a spotlight on all The Dalles has to offer.
- **A strategic storytelling approach** – We've worked to showcase The Dalles in a way that truly resonates with travelers and adventure seekers.

The Chamber's leadership team plays a vital role in leveraging media to drive tourism and engagement, making a real impact on The Dalles' success. I strongly encourage the City to continue working with them to build on this momentum.

On a personal note, Lisa and her team have been fantastic partners, and it's been a pleasure collaborating with them.

Sincerely,

Jennifer Glickman Hett, Sales & Marketing Specialist
Kelly Schweiger, Sales Manager

Willamette LIVING

MAGAZINE

Willamette Living Magazine

March 10, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

As a **media professional covering tourism, travel, and outdoor experiences**, I am pleased to provide my **strong support** for The Dalles Area Chamber of Commerce, and for Lisa Farquharson in particular. She is a true champion of The Dalles and is an absolute pleasure to work with.

Through their **marketing efforts, media collaborations, and regional outreach**, the Chamber has played an **instrumental role** in increasing The Dalles' visibility and positioning it as a **must-visit destination**.

Their work has resulted in:

- ✓ **Increased media exposure** for The Dalles across digital, print, and broadcast outlets.
- ✓ **More coverage of the city's events, attractions, and outdoor experiences.**
- ✓ **A strategic approach to promoting The Dalles through press, storytelling, and tourism campaigns.**

Their leadership in **leveraging media to drive tourism engagement** is critical to The Dalles' success, and I strongly encourage the City to continue working with them to **maintain and expand these efforts**.

Sincerely,

Scott Alexander

Publisher

Willamette Life Media / WillametteLiving.com



Letters of Support and Reference

Local Businesses Local Organizations



March 17, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

We are writing to you today to express our adamant support for The Dalles Area Chamber of Commerce and its history of success leading this community's tourism efforts.

As both members of the Chamber and advocates for The Dalles we firmly believe that the Chamber provides our town the best option for spreading our town's historic equity and future potential. We have chosen to keep our business, and raise our children, in The Dalles; we BELIEVE in this community and we BELIEVE in the Chamber. \

In our opinion, to make such a change to the status quo would mark a significant misstep by the City leadership. We sincerely hope the City will continue to support, and strengthen, this successful partnership with the Chamber. We urge, with great enthusiasm, City leadership to award the tourism contract to the overly qualified team of The Dalles Area Chamber of Commerce.

Sincerely,

Kyle & Ashley Van Cleave
Deadbolt Design
813 E 12th St. The Dalles, OR 97058
541-340-0896
info@wearedeadbolt.com
www.deadboltddesign.com

A handwritten signature in green ink that reads "Ashley Van Cleave". The signature is fluid and cursive, with the first name "Ashley" being more prominent than the last name "Van Cleave".

TIERRA DE LOBOS WINERY

3/19/2025

City of The Dalles
 Attn: RFP Review Committee
 313 Court Street
 The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

As a business in The Dalles' **food, beverage, and hospitality industry**, I am pleased to provide this letter of **strong support** for The Dalles Area Chamber of Commerce's proposal to continue as the **City's tourism marketing contractor**.

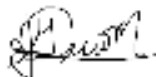
The Dalles has become a **thriving food and beverage destination**, drawing visitors who seek **local flavors, craft beverages, and unique dining experiences**. The Chamber has played a **key role in making this happen**, helping to:

- ✓ **Increase visitor traffic to local dining establishments, wineries, and breweries.**
- ✓ **Promote food tourism through regional campaigns and special events.**
- ✓ **Strengthen the connection between tourism, local producers, and the hospitality industry.**

Their commitment to **supporting local businesses, marketing our region's culinary experiences, and bringing in tourism dollars** is invaluable. I strongly encourage the City to continue its partnership with the Chamber to ensure **The Dalles' food and beverage industry remains a major draw for visitors**.

I have personally witnessed the passion and energy that The Dalles Area Chamber of Commerce puts into promoting the City of The Dalles as a destination and I am very grateful that my business has directly benefited from their efforts.

Sincerely,



Adolfo Mollinedo

Owner

Tierra de Lobos Winery



March 18, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

As a business in The Dalles' **food, beverage, and hospitality industry**, I am pleased to provide this letter of **strong support** for The Dalles Area Chamber of Commerce's proposal to continue as the **City's tourism marketing contractor**.

The Dalles has become a **thriving food and beverage destination**, drawing visitors who seek **local flavors, craft beverages, and unique dining experiences**. The Chamber has played a **key role in making this happen**, helping to:

- ✓ **Increase visitor traffic to local dining establishments, wineries, and breweries.**
- ✓ **Promote food tourism through regional campaigns and special events.**
- ✓ **Strengthen the connection between tourism, local producers, and the hospitality industry.**

Their commitment to **supporting local businesses, marketing our region's culinary experiences, and bringing in tourism dollars** is invaluable. I strongly encourage the City to continue its partnership with the Chamber to ensure **The Dalles' food and beverage industry remains a major draw for visitors**.

Sincerely,

Steve Light
Owner/Operator
Freebridge Brewing

FREEBRIDGE BREWING 710 E. 2ND ST. THE DALLES, OR 97058
541.769.1234 WWW.FREEBRIDGEBREWING.COM



3/16/2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

As a business in the **outdoor recreation industry**, I am writing to strongly support The Dalles Area Chamber of Commerce's proposal to continue leading **tourism promotion efforts** for The Dalles.

Outdoor recreation is **one of the top reasons visitors choose The Dalles**, and the Chamber has been **instrumental in marketing and supporting this sector**. Through **targeted marketing campaigns, partnerships with guides and outfitters, and regional collaborations**, they have successfully:

- ✓ **Increased visitor awareness** of The Dalles as a destination for fishing, paddling, hiking, and cycling.
- ✓ **Supported outdoor tourism businesses** by promoting experiences, guiding services, and equipment rentals.
- ✓ **Brought more visitors to our region**, driving economic growth in lodging, dining, and retail.

The Chamber's commitment to **showcasing our outdoor opportunities, supporting local businesses, and promoting sustainable tourism growth** is unmatched.

I strongly urge the City of The Dalles to **continue its successful partnership with the Chamber** and award them this contract.

Sincerely,

Marc Bush

Owner and operator
Twisted Waters Guide Service

Sandoz Farm
 5755 Mill Creek Road
 The Dalles, OR 97058
 sandozfarmstand@gmail.com
 541.296-3859

March 16, 2025

City of The Dalles
 Attn: RFP Review Committee
 313 Court Street
 The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

As a business in the **agriculture and farm-to-table industry**, I am writing to express my **strong support** for The Dalles Area Chamber of Commerce's proposal to continue leading tourism promotion efforts.

Agriculture is an essential part of our local economy, and The Dalles Chamber has been **a key advocate for agri-tourism, local food producers, and farm-based experiences** that attract visitors.

Through their work, we have seen:

- ✓ **Increased visibility for local farms and markets** through tourism promotion.
- ✓ **Stronger connections between visitors and local agriculture businesses.**
- ✓ **More opportunities for farm-to-table dining, U-pick experiences, and agri-tourism growth.**

Their marketing efforts ensure that **tourists don't just pass through**—they stop, explore, and invest in our **local food economy**.

I encourage the City of The Dalles to **continue its partnership with the Chamber**, ensuring that **local agriculture and tourism** remain strong and interconnected.

Sincerely,

Mary Leighton

Mary Leighton
 Owner, Sandoz Farm



318 E 2nd Street
The Dalles, Oregon 97058
(541) 769-0843

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

March 11, 2025

As a small business owner in downtown The Dalles and someone deeply engaged and invested in our community, I am writing to share my strong support for The Dalles Area Chamber of Commerce's proposal to continue as the City's Tourism Marketing Contractor.

The Chamber has been a huge part of supporting local businesses like mine, helping to bring visitors, energy, and events to our downtown. Through their efforts, we've seen more foot traffic, creative event promotion, and opportunities to connect with both locals and tourists. More specifically, the Chamber has been helpful in creating and launching local events and inventory that appeals to both locals and visitors alike. Currently, we have been collaborating on a board game that will launch this spring that will be an amazing souvenir for visitors.

As the owner of Brick City & Games, a shop that blends retail and interactive experiences, I know how important it is to attract visitors and create reasons for people to explore our downtown. The Chamber's work in tourism promotion is critical to keeping our community vibrant, thriving, and welcoming to new faces. In addition to supporting events like the Cherry Festival, The Dalles Area Chamber of Commerce has been a true partner to small businesses, always finding ways to promote us, bring in tourism dollars, and highlight what makes our town unique. For these reasons, I strongly encourage the City to continue this successful partnership and award the tourism contract to The Dalles Area Chamber of Commerce.

Sincerely,

Leslie Wilson

Owner, Brick City & Games



March 10, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear Esteemed RFP Review Committee,

"A destination marketing organization (DMO) is a group that promotes a destination to attract visitors and increase tourism. DMOs are also known as tourism authorities, convention and visitors bureaus, or tourist boards."

DMOs create marketing campaigns, organize events, develop partnerships with travel companies, create marketing materials like brochures, videos, and website content, provide information on local resources and services, and work with travel planners, travel writers, and meeting planners to bring visitors and guests to the area being represented by the DMO.

All of these goals are centered around increasing the number of visitors to a destination, boosting the local economy through tourism, creating awareness and demand, and to promote a city or destination's economic development.

Personally, in the past I have worked at both Travel Portland and Explore Tualatin Valley (which are both DMOs), chaired the Oregon Tour & Travel Alliance (OTTA) which is a coalition of DMOs and suppliers working towards building tourism in Oregon, and currently am a national speaker on the meeting planning side of the tourism industry.

All-in-all, I have worked in tourism / hospitality / meeting planning for nearly 30 years. It is a fair statement to say that I speak from many years of first-hand DMO operational experience.

In my opinion, The Dalles Area Chamber of Commerce is currently known as a ROCK STAR in the Oregon tourism industry for the dynamic work, responsiveness, and innovation it has offered for tourism within and around The Dalles.

This entity satisfies all of the descriptions and requirements of being a DMO, and has been open and transparent about how, where, and why funding is being spent to boost the local economy and tourism demand.

It is understandable that any taxing entity wants to ensure that funds are used wisely and frugally while also generating maximum positive impact to the communities served by the DMO.

Everything I have seen in The Dalles Area Chamber of Commerce in terms of tourism operations, promotions, functions, and performance demonstrates a thoughtfully, well-run operation whose sole purpose in the tourism arena is dedicated to increasing economic impact within The Dalles.

The facts, statistics, and commitment of current staff underscore this mission, and I wholehearted endorse The Dalles Area Chamber of Commerce to continue in this critical community function based on its performance and multiplier effect of tourism dollars being generated within this city.

Please reach out to me should you have any questions or would like to get a better understanding of how DMOs work, as I offer an in-depth background at a large city as well as a county-based DMO level.

Best regards,
Dawn Rasmussen, President
Pathfinder Writing and Career Services (TDACC member since 2016)
503-539-3954



March 10, 2025

City of The Dalles
Attn: RFP Review Committee
313 Court Street
The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee:

As an organization in the **agriculture and farm-to-table industry**, I am writing to express my **strong support** for The Dalles Area Chamber of Commerce's proposal to continue leading tourism promotion efforts.

Agriculture is an essential and historic part of our local economy, and The Dalles Chamber has been a **key advocate for agri-tourism, local food producers, and farm-based experiences** that attract visitors.

Through their work, we have seen:

- Increased visibility for local farms and markets through tourism promotion.
- Stronger connections between visitors and local agriculture businesses
- More opportunities for farm-to-table dining, U-pick experiences, and agri-tourism growth
- Expanded support from Travel Oregon, that directs thousands of travelers to The Dalles each year
- The formation of the East Gorge Food Trail, which draws tourists to The Dalles to visit farms, farm stands, orchards, eateries, wineries, and The Dalles Farmers Market

Their marketing efforts ensure that **tourists don't just pass through**—they stop, explore, and invest in our **local food economy**. Studies show that once a traveler has visited an area, their experience leads to future purchases, whether online, at their local retailer or during return visits. Further boosting our economy.

I encourage the City of The Dalles to **continue its partnership with the Chamber**, ensuring that **local agriculture and tourism** remain strong and interconnected.

Sincerely,

Eileen White
Market Manager
The Dalles Farmers Market



March 17, 2025

City of The Dalles

Attn: RFP Review Committee

313 Court Street

The Dalles, OR 97058

RE: Letter of Support for The Dalles Area Chamber of Commerce – Tourism RFP

Dear RFP Review Committee,

As a **restaurant and distillery** in The Dalles, I am writing to express my strong support for The Dalles Area Chamber of Commerce's proposal to continue as the City's tourism marketing contractor.

The Dalles is not just a stop along I-84—it has become a **destination** for visitors seeking **exceptional local flavors, craft spirits, and unique dining experiences**. The Chamber has played a vital role in driving this growth, and we have seen firsthand how their work benefits our business and the entire community.

One of the key ways the Chamber supports us is through the **Explore The Dalles** initiative, which allows us to participate in major events like the **PNW Sportsman's Show, Central Oregon Sportsman's Show, and the Cherry Festival**. These events help showcase our business, but more importantly, they put **The Dalles on the map for visitors across the Pacific Northwest**. The exposure from these events has brought new customers to our doors, strengthening our local economy and reinforcing The Dalles as a must-visit destination.

Beyond events, the Chamber's dedication to **driving visitor traffic to local businesses, promoting food and beverage tourism, and fostering collaboration between tourism and hospitality** is invaluable. Their work directly supports businesses like ours, ensuring that The Dalles continues to grow as a vibrant tourism hub.

I strongly encourage the City to continue this important partnership. The Chamber's efforts are essential to keeping The Dalles top of mind for travelers and ensuring that our local restaurants, distilleries, wineries, and breweries thrive.

Thank you for your time and consideration.

Sincerely,

Jerilee Adams

General Manager

Rivertap & Wood Family Spirits



AGENDA STAFF REPORT

AGENDA LOCATION: Item #11A

MEETING DATE: June 2, 2025

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager
Jonathan Kara, City Attorney

ISSUE: Adopting General Ordinance No. 25-1415, an ordinance amending The Dalles Municipal Code Title 5 (*Offenses*) by creating Chapter 5.03 (*Recreational Property*)

BACKGROUND: Oregon land owners, including the City, have historically been granted immunity from liabilities associated with injury claims from the recreational use of their property. The underlying policy behind recreational immunity is the understanding that landowners should not be unduly burdened with fear of lawsuits—which might discourage them from allowing access to the outdoors—ultimately limiting the opportunity for the public to engage in recreational activities that often occur in parks, on private forest land, any several other “public” (even if privately-owned) areas. In a nutshell, the central theme behind recreational immunity laws is to find the right balance between the public’s interest in accessing Oregon’s recreational areas and the land owner’s right to use their property as they see fit.

Legal Landscape Uncertainty

In 2023, the Oregon Court of Appeals issued an opinion on a matter involving an injury that occurred on public property that effectively ended that recreational immunity for improved (e.g., paved, constructed, etc.) recreational facilities. In response, City/County Insurance Services (the City’s insurer) recommended “the best course of action” at that time was for Oregon public bodies to close their improved recreational property in response to that opinion until the Oregon Legislature could address the underlying statute (ORS 105.682) that established recreational immunity.

In the 2024 short session, the Oregon Legislature passed that temporary “fix” to ORS Chapter 105 to extend recreational immunity to improved recreational facilities, but that law sunsets in 2026.

The cycle of the Oregon courts and Oregon Legislature going back-and-forth on the extent of recreational immunity's applicability and scope is not unique to the recent Oregon Court of Appeal opinion and has been happening for decades. That uncertainty stemming from legal challenges to recreational immunity does not seem likely to wane in the decades to come.

Liability Mitigation

To address that uncertainty, staff and the City Attorney worked towards a creative solution to ensure the City's continued ability to make its traditionally recreational properties (e.g., Lewis & Clark Festival Park, Rock Fort, etc.) available for our community's and the public's recreational needs—the proposed Ordinance has been structured to minimize the City's liabilities for claims arising from the public's use of those recreational properties.

Proposed TDMC Chapter 5.03 (*Recreational Property*) applies similarly to the ordinance Council approved regulating overnight parking in City-owned parking lots (TDMC Chapter 6.02)—in order for the proposed Ordinance to be enforced on a City-controlled, -occupied, or -owned recreational property, the City must post specific signs indicating the Ordinance's applicability (i.e., "Recreational Day Use Area").

In effect, this Ordinance would authorize the City Manager to only allow the public to use certain recreational properties for "recreational purposes" unless certain conditions are met. "Recreational purposes" is defined by Oregon law to include:

... outdoor activities such as hunting, fishing, swimming, boating, camping, picnicking, hiking, nature study, outdoor educational activities, waterskiing, winter sports, viewing or enjoying historical, archaeological, scenic or scientific sites or volunteering for any public purpose project.

The proposed Ordinance includes 2 specific exceptions to that general rule—the non-recreational use of posted recreational properties would be allowed for (1) accessing an electric vehicle charger (at Lewis & Clark Festival Park) and (2) crossing such properties on a designated pedestrian path while in the course of walking for transportation.

Otherwise, a permit would be required for any intended or actual use of posted recreational property that:

1. is not a recreational purpose;
2. is an exclusive use of the recreational property;
3. generates revenue of any kind for any purpose; or
4. is otherwise inconsistent with rules adopted by the City Manager pursuant to their authority under the City of The Dalles Charter or the Ordinance, which authorizes the City Manager to adopt rules for the use of the City's recreational properties that are not inconsistent with the Ordinance.

Permit Process

The same permit would be available to authorize all 4 of those above uses and permits would be available for both single-day and multi-day events. Some notable permit

qualities under the proposed Ordinance include:

- a fee set by Council on the City's Fee Schedule;
- minimum insurance requirements and indemnity sufficient to mitigate risk to the City;
- 1 multi-day permit available per person per month; and
- 1 single-day permit available per person per week (and no more than 10 total single-day permits per month).

Single-day permits would be available to anyone meeting the minimum permit requirements (i.e., fee payment, completed and submitted permit application, and insurance/indemnity). Multi-day permits would be available for up to 5 consecutive days and require those minimum permit requirements plus the permit application must demonstrate that the multi-day event will involve an expected gathering of at least 100 people per day. The 100-person requirement helps preserve broad public access by ensuring a balanced use of the park between large reserved events and the public.

Permit Denial and Revocation

The City Manager would be authorized to deny permit applications and revoke issued permits under certain conditions and aggrieved persons would have the right to present evidence and be heard through an appeal for such denial or revocation through the City's customary appeals process (i.e., as decided by the Municipal Judge).

Enforcement and Penalties

Any City official enforcing the provisions of the proposed Ordinance would make educating a person of the existence of the proposed Ordinance as their initial method of enforcement prior to issuing a citation to that person.

Otherwise, penalties for violations of the proposed Ordinance are up to \$1,000/violation for individuals and up to \$2,000/violation for corporations. Separately, the City would be authorized to exclude persons who violate the provisions of the proposed Ordinance from all of the City's recreational property—

- First Citation = Up to an Immediate 24-hour Exclusion
- Second Citation (within 12 months) = Up to 30-day Exclusion
- Third or More Citations (within 12 months) = Up to 90-day Exclusion

City officials shall make educating the public of the existence of this Chapter and its restrictions as their initial method of enforcement.

If adopted by Council tonight, this proposed Ordinance would go into effect immediately to ensure the City's liabilities are mitigated to the maximum extent feasible.

BUDGET IMPLICATIONS: There may be minor costs associated with posted signage and staff time for education and enforcement of this Ordinance.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to adopt General Ordinance No. 25-1415, as presented, by title only.*
2. Make modifications to then move to adopt General Ordinance No. 25-1415, as amended, by title only, after reading any proposed amendments aloud.
3. Decline formal action and provide Staff additional direction.

GENERAL ORDINANCE NO. 25-1415

**AN ORDINANCE AMENDING THE DALLES MUNICIPAL CODE
TITLE 5 (*OFFENSES*) BY CREATING
CHAPTER 5.03 (*RECREATIONAL PROPERTY*)**

WHEREAS, Oregon public land owners, including the City, have historically been granted immunity from liabilities associated with injury claims arising from the recreational use of their property;

WHEREAS, in 2023, the Oregon Court of Appeals issued an opinion on a matter involving an injury that occurred on public property which effectively ended that recreational immunity for improved recreational facilities;

WHEREAS, the City's insurer, City/county Insurance Services, has recommended "the best course of action" for Oregon public bodies is to close their improved recreational property in response to that opinion;

WHEREAS, in the 2024 short session, the Oregon Legislature passed a temporary "fix" to ORS Chapter 105 to address Oregon public bodies' liability concerns, but that law sunsets in 2026;

WHEREAS, even if the Oregon Legislature passes a more permanent "fix" to ORS Chapter 105 to extend recreational immunity beyond that 2026 sunset, the uncertainty stemming from legal challenges to recreational immunity support the City's creative policymaking to ensure it can continue to make its traditionally recreational properties available for the public's recreational needs;

WHEREAS, the City's insurer has reviewed and supports the changes to use authorized by this Ordinance to mitigate the City's risk associated with injuries occurring on the City's real property; and

WHEREAS, the City Council finds adopting rules regulating the use of certain City properties to support the public peace, health, and safety of the City.

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

SECTION 1 Chapter Added. **Title 5 (*Offenses*)** shall be amended by adding **Chapter 5.03 (*Recreational Property*)**, which shall read as follows:

Sections:

5.03.010	Purpose, Authority, and Applicability.
5.03.020	Definitions.
5.03.030	Recreational Signs.
5.03.040	Recreation.
5.03.050	Permits.
5.03.060	Enforcement.

- 5.03.070 Penalties.**
5.03.080 Severability and Cumulative Remedies.

Chapter 5.03 RECREATIONAL PROPERTY

5.03.10 Purpose, Authority, and Applicability.

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

1. prevent and prohibit conduct threatening harm to individual or public interests or interfering with the City's ability to serve the public on City property;
2. maximize the utility of and protect the City's limited resources available for filling the public's need for open space and recreational activities;
3. preserve public and City employee welfare, safety, and convenience on City property; and
4. provide an objectively reasonable and fair warning of the nature of the conduct potentially subjecting a person to exclusion from City property.

B. Authority. This Chapter is adopted pursuant to the City of The Dalles Charter, which charges the City Manager with supervising the operation of all City property. The City Manager may adopt rules not inconsistent with and necessary or desirable for the City's administration of this Chapter, including rules for conduct on and operations of the City's recreational property. The City Manager shall promptly publicize the existence of or amendments to any administrative rules adopted pursuant to this Chapter conspicuously on the City's website, social media accounts, or any other means reasonably calculated to provide actual notice to the general public.

C. Applicability. This Chapter applies to all real property that is posted with a recreation sign.

5.03.020 Definitions.

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

- A. "Day" means a calendar day or any portion thereof.
- B. "Fee" means the fee established by resolution and required by the City in return for processing a permit application and granting a permit. "Fee" includes a security deposit.
- C. "Permit" means a City-issued permit granting a person the City's permission to have exclusive use of a certain recreational property for purposes not limited to recreational purposes for a fixed duration.

- D. “Person” means a natural person, firm, partnership, informal or formal association, corporation, and all other similar entities. “Person” neither includes emergency responders during a health or safety emergency nor officers, employees, volunteers, or agents (while acting within the scope of assigned duties) of the City, the State of Oregon (including its political subdivisions or statutorily created special districts), or the United States of America.
- E. “Recreational property” means:
 - 1. City-controlled, -occupied, or -owned real property (including improvements upon such real property);
 - 2. traditionally or readily capable of being used for recreational purposes; and
 - 3. posted with a recreation sign by the City.
- F. “Recreational purposes” has the meaning given that term by ORS 105.672(5) (as may be amended or superseded).
- G. “Recreation sign” means a notice reasonably sufficient to inform a person of the existence of this Chapter’s use restrictions that:
 - 1. is no smaller than 8” in height and 11” in width;
 - 2. contains the words “Recreational Use Only” in letters no less than 1” in height; and
 - 3. displays the name, business address, and phone number of the City and cites to this Chapter.

5.03.030 Recreational Signs.

- A. City Manager Authority. The City Manager shall determine the number, content, physical characteristics, and locations of all recreational signs; provided, however, in order for this Chapter to apply upon any real property, the City Manager shall cause at least one recreational sign to be posted on a post, structure, wall, or natural object:
 - 1. on or adjacent to the real property at each outer gate or normal point of access to the real property; and
 - 2. at a conspicuous location within the real property.
- B. Signs Required for Enforcement. The City shall not enforce the provisions of this Chapter upon any real property not meeting the requirements established in subsection A.

5.03.040 Prohibition on Non-Recreational Use.

No person shall enter, remain, or otherwise use recreational property for purposes other than recreational purposes except pursuant to a duly issued permit under this Chapter.

5.03.050 **Permitting Procedure.**

- A. Permits Established. The City hereby establishes a permit system regulating the use of recreational property for recreational purposes. The City Manager shall determine which recreational properties are eligible for permits under this Section after considering the characteristics of each recreational property and the potential of harm to the recreational property or the public by allowing permitted non-recreational uses. The City shall only issue a permit when it determines that a person meets all criteria listed in this Section and in any administrative rules duly authorized by this Chapter.
- B. Permit Requirement.
1. Permit Required. A permit is required for any intended or actual use of recreational property that:
 - (A) is not a recreational purpose;
 - (B) is an exclusive use of the recreational property;
 - (C) generates revenue of any kind for any purpose; or
 - (D) is otherwise inconsistent with rules adopted by the City Manager pursuant to their authority under the City of The Dalles Charter or this Chapter.
 2. Exceptions. Notwithstanding any other provision of this Chapter, a permit is not required for the following non-recreational uses of recreational property if they do not otherwise violate any rules adopted by the City Manager pursuant to their authority under the City of The Dalles Charter or this Chapter:
 - (A) Charging an electric vehicle at an electric vehicle charging station that is installed or maintained on recreational property; or
 - (B) Crossing a recreational property on a designated pedestrian path while in the course of walking for transportation.
- C. Permit Administration. The provisions of this Chapter shall be administered by the City Manager, who may appoint designees to manage all or any part of this Chapter's permitting system.
- D. Permit Procedure.
1. Permit Application Form. The City Manager shall provide a form application to prospective applicants containing this Chapter's relevant requirements and any other information the City Manager deems reasonably related to the implementation of this Chapter's administration. Prospective applicants may retrieve a copy of the form application from the Office of the City Clerk.

2. *Administrative Processing.* The City Manager shall adopt administrative rules to implement this Chapter; provided, however, only the City Council may adopt rules imposing a fee for the City's issuance of a permit.

E. Minimum Permit Requirements.

1. *Fee Payment.* The City shall not issue a permit unless accompanied by the fee.
2. *Permit Application.* The City shall not issue any permit to a person unless they complete and submit a permit application. The City shall not deem an application complete unless it determines the applicant has submitted all required information as provided in or through administrative rules authorized by this Chapter.
3. *Insurance.* The City shall not issue any permit to a person unless the person submits, prior to date the permit becomes effective, evidence of insurance coverage for their operations on recreational property as provided in this subsection E.

(A) ***Minimum Coverages Required.*** The City shall not issue any permit to a person unless the person demonstrates they have and will maintain throughout the course of the permit, at least:

- (1) if the person has employees, statutory worker's compensation coverage or evidence it is either a "self-insured employer" or "carrier-insured employer" for workers' compensation pursuant to ORS Chapter 656 (as may be amended or superseded);
- (2) Comprehensive General Liability insurance in the amount of \$500,000 (per occurrence) and \$1,000,000 (in aggregate); and
- (3) either:
 - (a) if the person is applying for a permit involving commercial operations on recreational property, Commercial Automobile Liability insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$1,000,000 or Personal Automobile Liability insurance (with a business endorsement or with a policy that does not exclude business operations) with a minimum liability limit of \$300,000; or
 - (b) if the person is applying for a permit not involving commercial operations on recreational property, Personal Automobile Liability insurance with a minimum liability limit of \$300,000.

(B) ***Additional Insurance Coverages.*** In addition to the minimum insurance coverage required by subparagraph A, if the City Manager determines that additional insurance coverage is required to reasonably mitigate the risks associated with a specific use proposed in a permit application, the City Manager may require

additional insurance coverage or policies sufficient to reasonably mitigate those risks.

- (C) ***Certificates***. The City shall not issue any permit to a person unless, 7 days prior to the first day for which the person is seeking a permit, the person provides the City with a certificate or certificates of insurance naming “City of The Dalles, its officers, employees, and agents” as an additional insured on all required policies (except for worker’s compensation coverage) throughout the permit’s effective duration. If a person’s insurance does not cover each and every subcontractor, that person shall also provide the City with a certificate or certificates of insurance issued on policies covering each and every subcontractor and all subcontractor operations.
4. ***Indemnity***. The City shall not issue any permit to a person unless the person agrees at the time they submit their permit application to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for that person’s (including that person’s officers, agents, employees, and subcontractors) acts or omissions during the course of their operations connected with, relating to, or arising in any way with the use of recreational property.

F. **Permit Frequency and Duration**.

1. ***Multi-Day Permits***. The City may issue a permit for a multi-day event under this subsection F if:
- (A) the minimum permit requirements established in subsection E are met;
 - (B) the permit application demonstrates that the multi-day event will involve the expected gathering of at least one-hundred (100) people per day;
 - (C) the proposed multi-day event does not exceed five (5) consecutive days; and
 - (D) the person seeking the multi-day permit has not been issued a multi-day permit within the 30 days preceding the commencement of the requested multi-day permit.
2. ***Single-Day Permits***. The City may issue a permit for a single-day event under this subsection F if:
- (A) the minimum permit requirements established in subsection E are met;
 - (B) the person seeking the single-day permit has not been issued a single-day permit within the 7 days preceding the commencement of the requested single-day permit; and
 - (C) the City has not previously issued 10 single-day permits for use of the recreational property within the same calendar month as the requested single-day permit.

G. Denial. The City may deny any permit application if the City Manager determines:

1. the permit holder provided inaccurate or incomplete information in their permit application;
2. the permit holder has previously been cited for and found to be in violation of the provisions of this Chapter;
3. the recreational property requires urgent maintenance or repair that will or is likely to be ongoing during the requested permit dates; or
4. the permit is reasonably likely to interfere with the City's ability to engage in activities necessary to protect public health and safety in response to an ongoing natural disaster, national or regional emergency, and other force majeure.

H. Revocation. The City may revoke any permit if the City Manager determines:

1. the permit holder no longer meets minimum permit requirements established in subsection E, except that the City's issuance of subsequent permits to other persons does not provide an independent basis for permit revocation;
2. the permit holder provided inaccurate or incomplete information in their permit application;
3. the permit holder has engaged in a use inconsistent with the terms of their permit or otherwise misused recreational property;
4. the recreational property requires urgent maintenance or repair; or
5. the permit is reasonably likely to interfere with the City's ability to engage in activities necessary to protect public health and safety in response to events beyond the City's control, such as natural disasters, national or regional emergencies, and other force majeure.

I. Appeal.

1. Permit Denial or Revocation. Any person aggrieved by a decision of the City under this Section 5.03.050 may seek review of that decision by filing a written appeal with the Office of the City Manager 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 be heard by the Municipal Court and must include:

(A) the appellant's name and address;

(B) the reason given by the City for its decision and the reasons the appellant believes the determination is incorrect;

(C) a description of the operations proposed to occur or that were occurring on recreational property; and

(D) any other relevant information the appellant believes supports their position.

2. Hearing. The Municipal Court shall hear timely filed written appeals during the course of its regular business or, in the Municipal Court's sole discretion, at a special hearing date. The Municipal Judge shall determine the appeal on the basis of a report prepared by the City Manager regarding the City's decision, 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. If the Municipal Court denies the appeal, the Municipal Judge shall determine whether to refund any or all of the appellant's fee. If the Municipal Court approves the appeal, the Municipal Judge shall order the City Manager to approve or re-issue the permit (as the case may be). Neither the appellant nor the City shall be entitled to any attorneys' fees or costs relating to the appeal. The Municipal Judge's decision is final.

5.03.060 Enforcement.

- A. Enforcement. This Chapter shall be enforced by The Dalles Police Department, the City Attorney's Office, and the Municipal Court.
- B. Citations. A City Police Officer, City reserve Police Officer, Community Service Officer, Codes Enforcement Officer, and any other person designated by applicable law may issue citations for violations of this Chapter using the *Oregon Uniform Citation and Complaint* cited to the Municipal Court; provided, however, those authorized officials should make educating a person of the existence of this Chapter and its restrictions as their initial method of enforcement prior to issuing a citation to that person.
- C. Interference. It is unlawful for any person to interfere in any way with the enforcement of this Chapter. Notwithstanding any other provision of this Chapter, violation of this subsection C is Class A violation punishable by a fine of up to \$2,000.00 per violation, with a presumptive fine of \$400.00 per violation consistent with ORS 153.019(1)(a) (as may be amended or superseded).

5.03.070 Penalties.

- A. For Individuals. Violation of this Chapter by an individual is Class B violation punishable by a fine of up to \$1,000.00 per violation, with a presumptive fine of \$265.00 per violation consistent with ORS 153.019(1)(b) (as may be amended or superseded).

- B. For Corporations. Violation of this Chapter by a corporation is a Class B violation punishable by a fine up to \$2,000.00 per violation, with a presumptive fine of \$265.00 per violation consistent with ORS 153.019(1)(b) (as may be amended or superseded).
- C. Exclusion. In addition to the fines authorized by this Chapter, any person cited for a violation of this Chapter may be subject to immediate exclusion from all recreational property as follows:
 - 1. Immediate Exclusion. Any person who receives a citation for a violation of this Chapter may be subject to an immediate 24-hour exclusion from all recreational property. If necessary to effectuate that exclusion, the City may remove the cited person's vehicle from recreational property in the manner provided by ORS 98.812.
 - 2. Subsequent Violations. Any person who is found to be in violation of this Chapter two or more times within a 12-month period may be subject to a 30-day exclusion from all recreational property. Any person who is found to be in violation of this Chapter three or more times within a 12-month period may be subject to a 90-day exclusion from all recreational property.

5.03.080 Severability and Cumulative Effect.

- 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.
- B. Remedies Cumulative. Any remedies provided by this Chapter are cumulative and in addition to any other remedies available to the City at law or in equity.

SECTION 2 Emergency. In light of legal uncertainty connected with the application of recreational immunity to Oregon public bodies, the City Council hereby finds the provisions of this Chapter necessary to have immediate effect for the preservation of the City's peace, health, and safety.

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SECTION 3 Effective Date. Consistent with the City of The Dalles Charter Section 31, the provisions of this Chapter shall be operational and in full force and effect immediately upon its adoption.

PASSED AND ADOPTED THIS 2ND DAY OF JUNE, 2025,

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

AND APPROVED BY THE MAYOR THIS 2ND DAY OF JUNE, 2025.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk