## **AGENDA**

# REGULAR CITY COUNCIL MEETING JULY 28, 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. The First Street Project Joshua Chandler, Community Development Director
- 6. AUDIENCE PARTICIPATION

During this portion of the meeting, anyone may speak on any subject which does not later appear on the agenda. Up to three minutes per person will be allowed. Citizens are encouraged to ask questions with the understanding that the City can either answer the question tonight or refer that question to the appropriate staff member who will get back to you within a reasonable amount of time. If a response by the City is requested, the speaker will be referred to the City Manager for further action. The issue may appear on a future meeting agenda for City Council consideration.

- 7. CITY MANAGER REPORT
- 8. CITY COUNCIL REPORTS
- 9. CONSENT AGENDA

## CITY OF THE DALLES

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

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 July 14, 2025 Regular City Council Meeting Minutes
- B. Resolution No. 25-034 Concurring with the Mayor's Reappointments to the Beautification and Tree Committee and the Library Board.
- C. Resolution No. 25-033 Authorizing a Request For Grant Funding Assistance Through The Oregon Department Of Land Conservation And Development 2025–2027 Housing Planning Assistance Program to Conduct a Development Review Audit of the City's Land Use and Development Review Process

## 10. CONTRACT REVIEW BOARD ACTIONS

A. Authorizing the City Manager to Execute a Professional Services Agreement with Mead and Hunt, Inc. for Aviation Planning Services at the Columbia Gorge Regional Airport

#### 11. ACTION ITEMS

A. General Ordinance No. 25-1416 Amending Certain Provisions of The Dalles Municipal Code Chapter 5.24 (Noxious Vegetation)

#### 12. DISCUSSION ITEMS

A. Progress Update – 2025 City Council Goals

## 13. EXECUTIVE SESSION

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

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

#### 14. ADJOURNMENT

This meeting conducted VIA Zoom

## Prepared by/ Amie Ell, City Clerk

## CITY OF THE DALLES

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



# THE LEGACY OF FIRST STREET

- Original commercial corridor of The Dalles
- Key sites:
  - Gitchell/Waldron Drug Building
  - Baldwin Saloon
  - Bloch, Miller & Co. Building
  - Wing Hong Hai Co. Building
  - Chinatown
  - Umatilla House (former)
- Contains one of the City's oldest water lines





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# THE LEGACY OF FIRST STREET

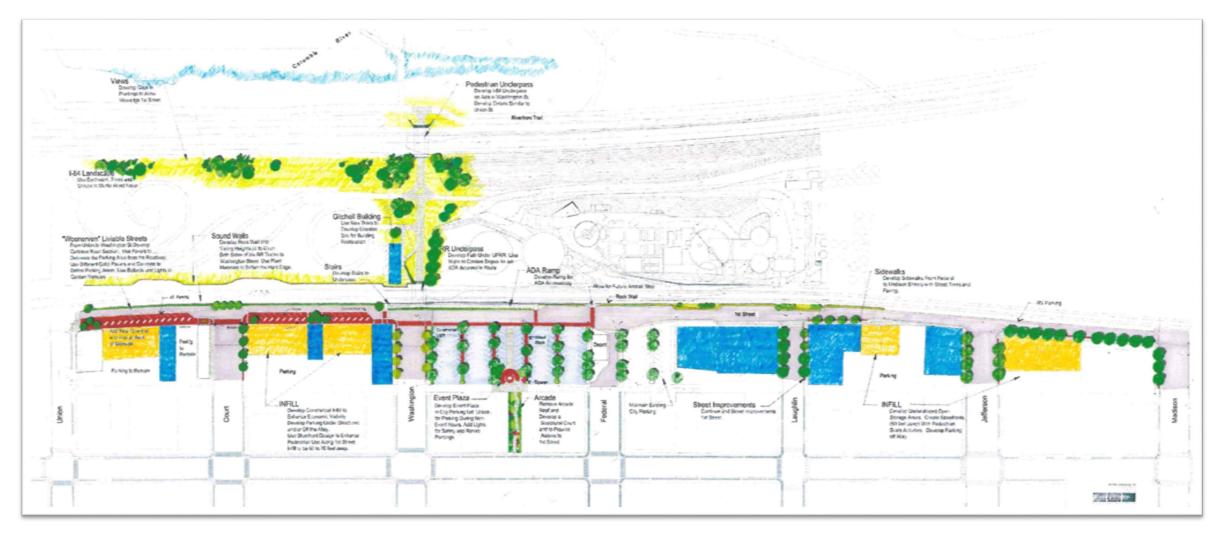
- Original grade raised to prevent damage from frequent flooding
- Commercial activity shifted to 2nd Street in late 1800s
- Became center of Chinese community
- By 1960s, many buildings had been demolished or destroyed by fire; never rebuilt



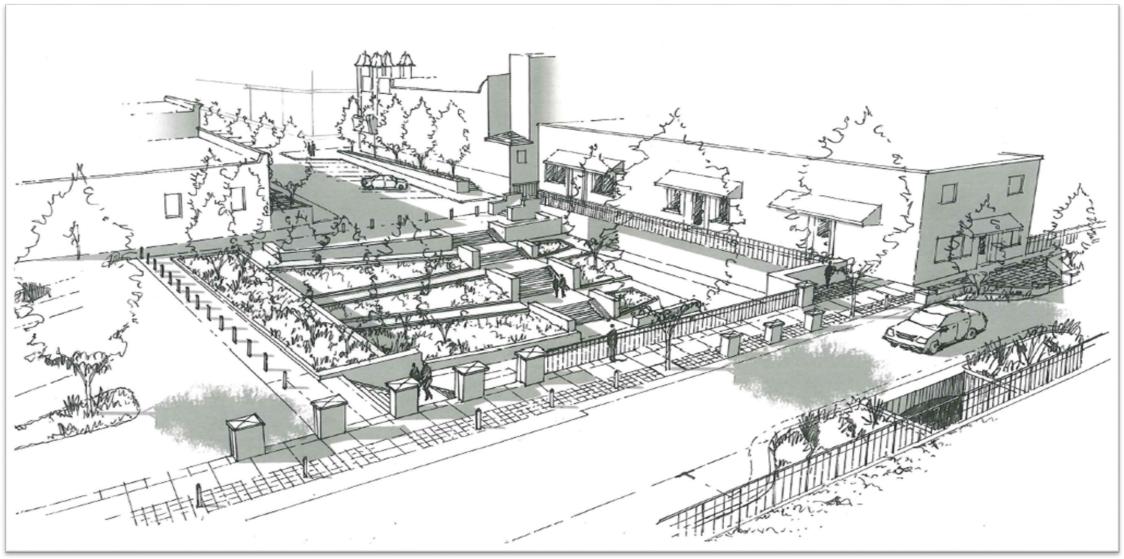
# PROJECT HISTORY 2006-2022

- "The Dalles Riverfront Access Project"
- Union to Madison; Scope included: Washington Street plaza & rail/freeway underpass
- 2006: Initial phasing w/ David Evans and Associates
- 2007: \$1.6M federal funds secured; KPFF retained
- STIP funds & 2009 bond used
- 2015–2016: STIP returned; scope scaled back
- 2009 bond obligation remains

# THE DALLES RIVERFRONT ACCESS PROJECT



# THE DALLES RIVERFRONT ACCESS PROJECT

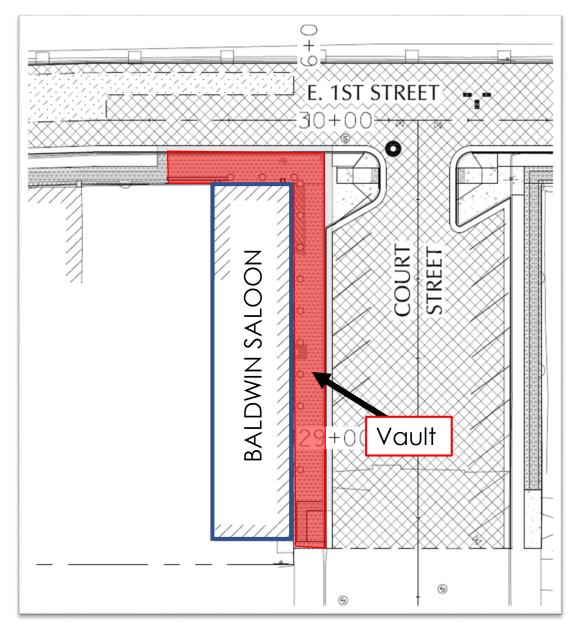


## CURRENT CONDITIONS

- Blighted conditions and ongoing deterioration
- Improvements delayed pending project start
- Structural failures in walls and sidewalks
- Public safety issues and ADA accessibility barriers

## **CURRENT CONDITIONS**

- Hollow sidewalks / vault beneath sidewalks abutting Baldwin Saloon
- Corrosion of sidewalk structural supports
- Visible sinking of sidewalks and curbs
- Alternative wall design needed for replacement
- Additional project costs required to address segment



# CURRENT CONDITIONS Sidewalks









# CURRENT CONDITIONS Walls

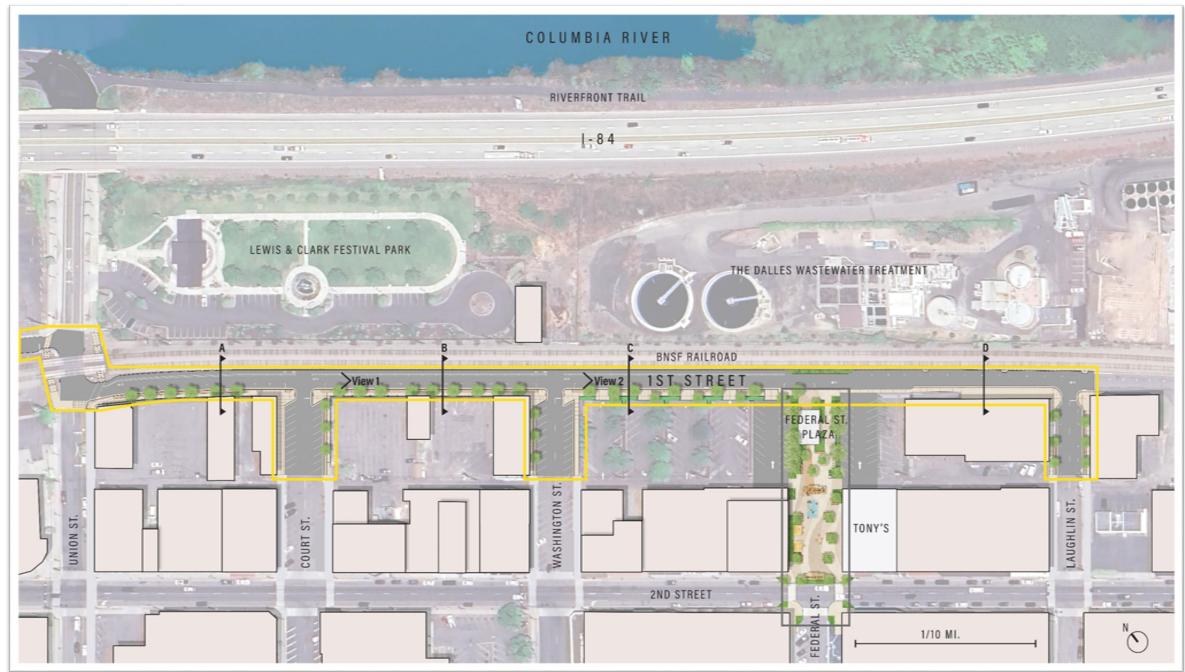


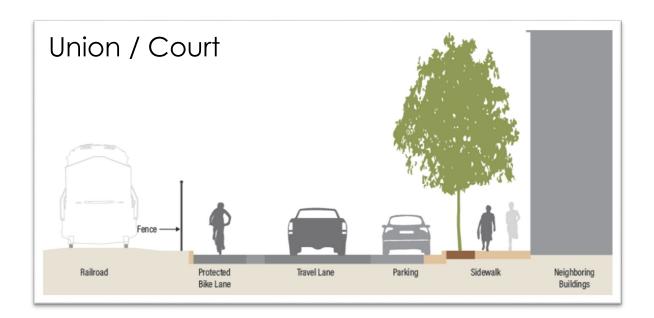


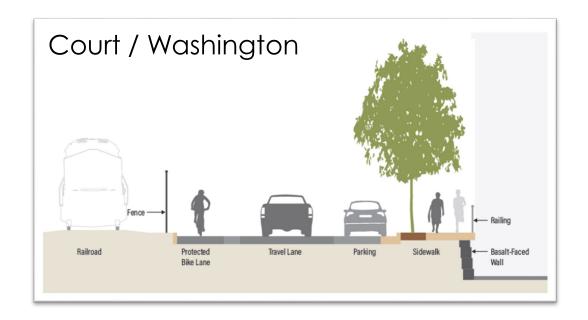


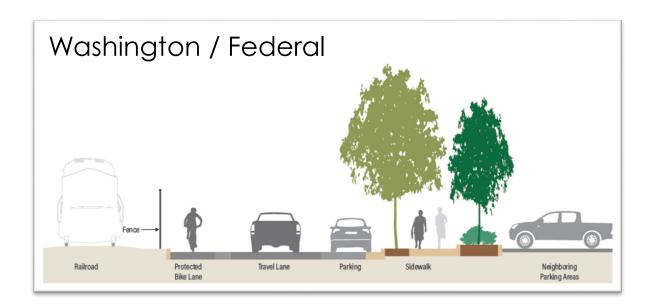
# PROJECT HISTORY 2022-2025

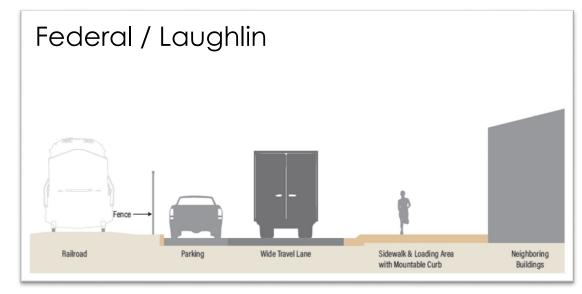
- 2022: City and ODOT mutually ended agreement due to expected delays and rising costs
- Cost Impact: ~\$820K in savings, even after paying back
   ~\$320K in prior grant expenditures
- Repayment waived after agreement termination
- Project reset under local control no longer subject to federal requirements
- 2023: City contracted KPFF for new project scope (~\$500K)
   "The First Street Project"; Union to Laughlin











# BEFORE AND AFTER





Existing Proposed

# BEFORE AND AFTER





Existing Proposed

## **CURRENT PROGRESS**

- Ongoing archaeological coordination with SHPO
- Completing right-of-way and easement acquisitions
- Finalizing coordination with railroad
- Updating/finalizing plans with recent input for the Federal Street Plaza

## ARCHEOLOGICAL

- Site borders 4 designated archaeological zones
- SHPO application review complete "Adverse Effect" to historic resources identified
- SHPO met with project team in June 2025
- Stakeholder engagement and Memorandum of Agreement; mitigation coordination ongoing



# ARCHEOLOGICAL Mitigation

- Metal sidewalk door reused in planter design
- Building façade remnant retained and protected
- Gabion walls built using basalt
- Interpretive signage with optional QR code
- Chinese name for The Dalles stamped in sidewalk (3–4 spots)





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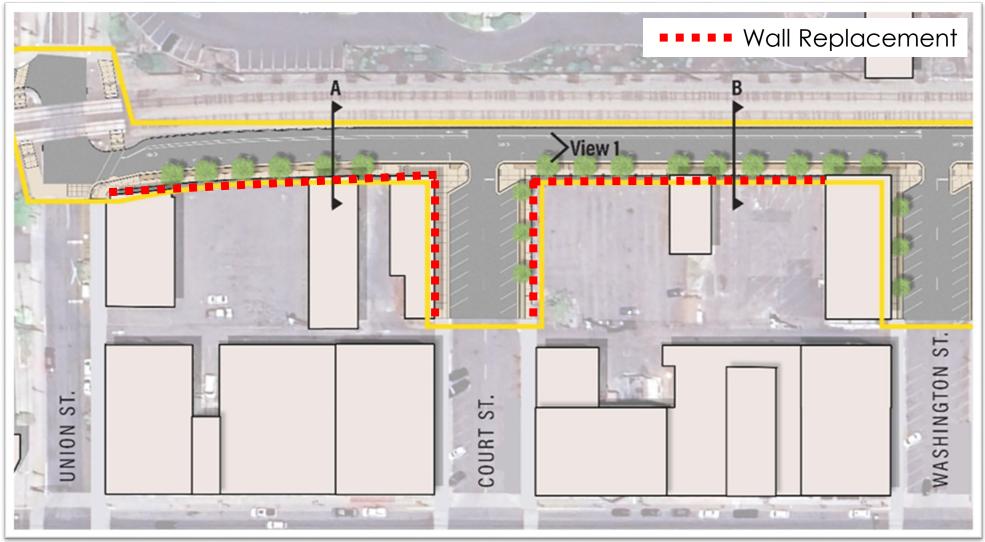
# WALLS

- Existing walls to be removed
- 2021 structural analysis recommended wall removal
- Multiple options considered; gabion walls selected
- Gabion design modified to add basalt rock face



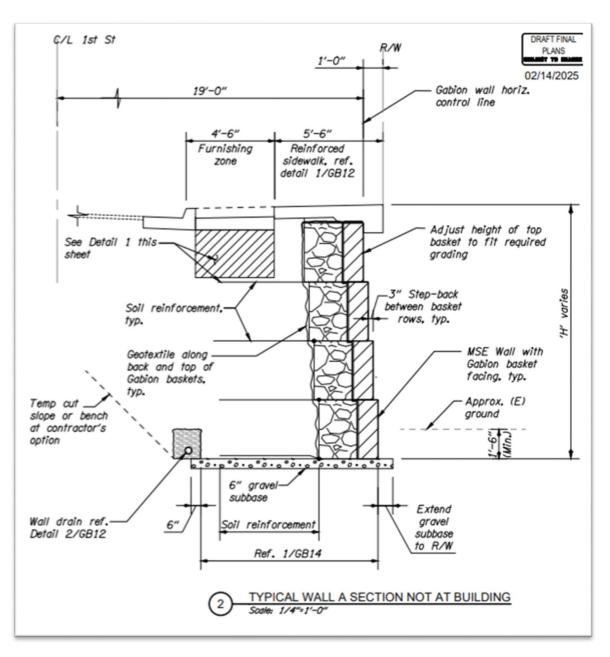


# WALLS



# WALLS





# COST ESTIMATES

## **Construction Estimate:**

• Base Estimate: \$5.42 million

• 10% Contingency: \$542,000

• **Subtotal**: \$5.96 million

## Additional Costs (Not Included Above):

• Remaining Design Fees: \$200,000

Construction Admin Services: \$600,000

• Right-of-Way: \$80,000

Archaeological Testing: \$75,000

**Total**: \$6.92 million

5% increase from 2024

## Budgeted Funds (FY 25/26):

• Fund 18: \$3.5M

• Urban Renewal: \$3.2M

 Additional UR funding contingent on final plan approval

**Total Spent to Date:** \$1.5M

# TIMELINE

• Final Docs: Late Summer 2025

• **Bid and Award:** Fall 2025 - Winter 2025/2026

• Construction Start: Winter 2025/2026 – Spring 2026

Project Completion: Spring 2027

 Federal Street Plaza Construction:

Spring 2026 – Fall 2026

# CONNECTING THE PIECES



# RECENT INVESTMENTS

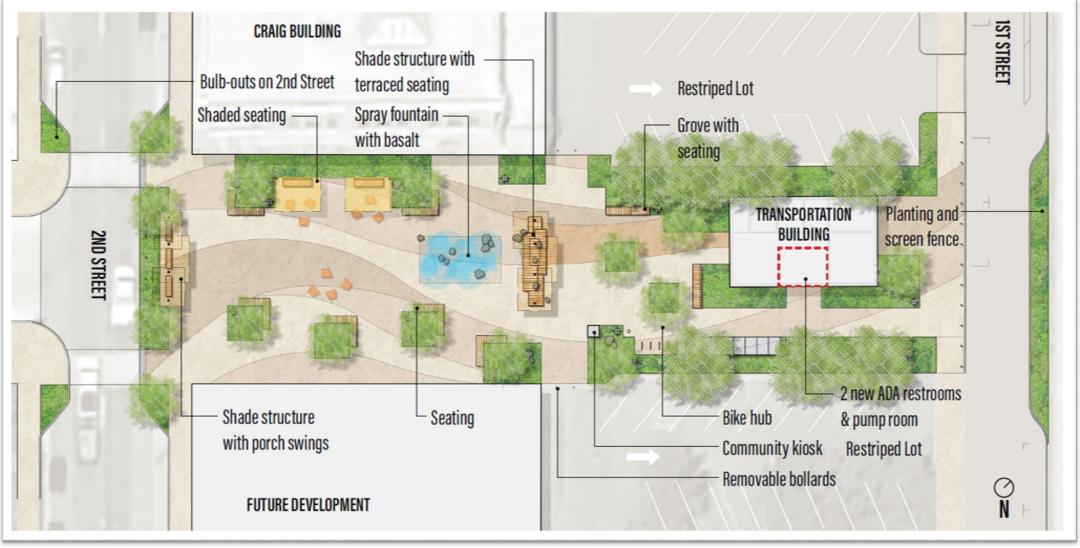
- Light Capsule Project
- Tony's Building Site
- First Street Parking Lots
- Federal Street Plaza





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# RECENT INVESTMENTS



# MOVING FORWARD WITH PURPOSE

- Deliver on the Agency's mission to eliminate blight and boost property values
- Complete a key major project before District sunset in 2029
- Honor bond obligations and build on funds already invested
- Avoid future cost increases with timely action
- Capitalize on a decades old vision of downtown revitalization and riverfront access



### CITY of THE DALLES



313 COURT STREET THE DALLES, OREGON 97058

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

## AGENDA STAFF REPORT

**AGENDA LOCATION:** Item #9 A - C

**MEETING DATE:** July 28, 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. <u>ITEM</u>: Approval of the July 14, 2025 Regular City Council meeting minutes.

## **BUDGET IMPLICATIONS**: None.

**SYNOPSIS**: The minutes of the July 14, 2025 Regular City Council meeting have been prepared and are submitted for review and approval.

**RECOMMENDATION**: City Council review and approve the minutes of the July 14, 2025 Regular City Council meeting minutes.

B. <u>ITEM</u>: A Resolution Concurring with The Mayor's Reappointments to the Beautification and Tree Committee and the Library Board.

## **BUDGET IMPLICATIONS**: None.

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

**RECOMMENDATION**: City Council concurs with the Mayor's reappointments to the Beautification and Tree Committee and the Library Board; and approves Resolution No. 25-034

C. <u>ITEM</u>: Resolution No. 25-033, a Resolution Authorizing a Request For

Consent Agenda Page 1 of 2

Grant Funding Assistance Through The Oregon Department Of Land Conservation And Development 2025–2027 Housing Planning Assistance Program To Conduct a Development Review Audit of The City's Land Use and Development Review Process

## **BUDGET IMPLICATIONS**: None.

<u>SYNOPSIS</u>: This resolution authorizes the City of The Dalles to request grant funding through the Oregon Department of Land Conservation and Development's 2025–2027 Housing Planning Assistance Program to conduct a Development Review Audit. The project will aim to improve the City's land use and permitting processes to remove barriers to housing development, support infill and redevelopment, and reduce review times. The audit aligns with the City's Housing Production Strategy and broader planning efforts and will involve coordination with multiple departments and stakeholders.

**RECOMMENDATION**: Approve Resolution 25-033 authorizing the City of The Dalles to apply for grant funding through DLCD's 2025–2027 Housing Planning Assistance Program to conduct a Development Review Audit.

Consent Agenda Page 2 of 2

### **MINUTES**

# CITY COUNCIL MEETING COUNCIL CHAMBER, CITY HALL JULY 14, 2025 5:30 p.m.

## VIA ZOOM/ IN PERSON

**PRESIDING:** Mayor Richard Mays

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

Richardson

**STAFF PRESENT:** City Manager Matthew Klebes, City Attorney Jonathan Kara, City

Clerk Amie Ell, Public Works Director Dale McCabe, Deputy Public Works Director David Mills, Police Chief Tom Worthy, Community Development Director Joshua Chandler, Assistant City Manager / Human Resources Director 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 present

## PLEDGE OF ALLEGIANCE

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

## **APPROVAL OF AGENDA**

It was moved by Richardson and seconded by Randall to approve the agenda as submitted.

The motion carried 5 to 0, Richardson, Randall, Wring, Runyon, McGlothlin voting in favor; none opposed; none absent.

## PRESENTATIONS PROCLAMATIONS

Jim Winterbottom, District Manager for Waste Connections, presented an overview of Oregon's Recycling Modernization Act, which will standardize recycling statewide beginning July 1, 2025.

Winterbottom provided the following clarifications:

- The program aimed to ensure all Oregonians had access to a recycling drop-off site within 15 miles of their home.
- Only items on the statewide curbside list would be accepted in the new co-mingled carts; materials such as aerosol cans and plastic film needed to be taken to a transfer station.
- All companies selling into Oregon began paying into the program on July 1.
- Funding for new roll carts was processed through vendor quotes submitted to Circular Action Alliance, which paid the manufacturer directly.
- Contamination had been low due to drivers visually inspecting materials in current bins. With new carts, visibility would decrease, but technology such as hopper cameras could be used to monitor contents.
- Previously non-program items—such as garden pots, buckets, yogurt containers, and other plastics—were now allowed in the recycling stream starting July 1.

## **AUDIENCE PARTICIPATION**

Kevin Ryan, resident of The Dalles, addressed the Council regarding challenges renewing his short-term rental permit after his previous bed and breakfast permit expired. He noted new annual renewal fees and updated parking requirements, which his property could not meet. Mr. Ryan requested a waiver for his non-conforming business. A letter from Mr. Ryan was submitted (see attached).

Council discussed the short-term rental permit issues and asked staff for clarification; highlights included:

- The short-term rental code ran on a calendar year with no fee proration, and staff could not waive fees or grant exemptions without Council approval.
- Former bed and breakfast permits expired after five years, requiring transition to short-term rental licenses.
- Parking requirements changed to mandate off-street spaces for each bedroom, removing prior on-street parking allowances.
- Community concerns about parking impacts were addressed during an 18-month ordinance update, with affected operators notified.
- City manager urged for consideration about granting exceptions, as they could set precedents and weaken the ordinance.
- Council asked staff to prepare a recommendation for consideration in two weeks.

- The goal was to process the permit quickly before the August recess, with materials provided either in the next packet or as a supplemental.
- Council expressed willingness to explore compromises that balanced continued operation with ordinance compliance.
- Staff confirmed the department verified all applications thoroughly, including site visits to confirm parking availability, and apologized for delays in permit processing.

## **CITY MANAGER REPORT**

City Manager Matthew Klebes reported;

- Attended the Oregon City County Managers Association conference, focusing on:
  - o Networking and sharing common city challenges across Oregon
  - Developing a senior advisors program to support new and transitioning city managers
  - o Legislative updates including:
    - A failed bill to adjust transient lodging tax revenue splits
    - The failure of a major transportation funding bill affecting ODOT services locally
    - Passage of a bill granting unemployment benefits to striking workers
    - Tighter housing permit timelines impacting Community Development
    - Secured funding for the Hood River-White Salmon bridge project
- Provided an update on airport joint operating agreement discussions with Klickitat County, with progress expected to return to Council for approval.

## **CITY COUNCIL REPORTS**

Councilor Runyon reported;

- Met with legislators about concerns over road funding priorities affecting the community
- Attended Community Outreach Team meeting
- Attended QLife Board meeting
- Participated in the July 4<sup>th</sup> parade

## Councilor Richardson reported;

- Attended an Urban Renewal meeting
- Attended Federal Street Plaza committee meeting
- Noted his upcoming appointment to Columbia Cascade Housing Corporation, supporting local low-income housing projects
- Met with Assistant City Manager/HR and Wring regarding updating evaluation process for the City Manager, City Attorney, and Municipal Court Judge
- Highlighted the need for the City to engage in wildfire mitigation efforts and collaborate with regional partners, suggesting the Community Outreach Team begin discussions

## Councilor Randall reported;

- Met with the Household Hazardous Waste Steering Committee.
- Attended a briefing with city leadership and Councilor Wring.
- Participated in the July 4<sup>th</sup> parade.

## Councilor McGlothlin reported;

- Attended an airport meeting.
- Participated in the July 4<sup>th</sup> parade.
- Coordinated with Wasco County emergency restoration and MCCED on organizing and distributing donations for those impacted by the Rowena Fire.
- Planned to attend the swearing-in ceremony of Officer Rebecca Kimball.

## Councilor Wring reported;

- Attended the Federal Street Plaza meeting.
- Participated in the briefing session.
- Planned to coordinate with The Dalles Sister Cities in preparation for the upcoming visit from Myoshi City, Japan.

## Mayor Mays reported;

- Conducted a radio interview with Mark Bailey on KACI.
- Attended the Community Outreach Team meeting
- Attended the Federal Street Plaza Committee meeting
- Participated in the July 4<sup>th</sup> parade, serving as a judge and awarding the Mayor's Award
- Attended a meeting with Rowena area residents regarding a potential lawsuit against Union Pacific Railroad.
- Attended John Baker's retirement luncheon after 39 years with Public Works.
- Joined the Yard of the Month celebration for Marsha Morrison's yard.
- Reported Darcy Long resigned from Urban Renewal due to a scheduling conflict with her Columbia Gorge Community College Board position.
- Requested volunteers for the Beautification and Tree Committee.

## **CONSENT AGENDA**

It was moved by McGlothlin and seconded by Wring to approve the Consent Agenda as presented.

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

Items approved on the consent agenda:

A) Approval of the June 23, 2025 Regular City Council Meeting Minutes

MINUTES City Council Meeting July 14, 2025 Page 5

- B) Authorization to Purchase Three Engineered Metal Buildings for Public Works Fleet Vehicles Covered Storage
- C) Authorization to Declare Surplus of Two Police Vehicles
- D) Resolution No. 25-031 Concurring with The Mayor's Appointments to The Historic Landmarks Commission and Federal Street Plaza Ad Hoc Committee
- E) Resolution No. 25-030 Concurring with The Mayor's Appointment to Columbia Cascade Housing Corporation (CCHC) Board of Directors

#### **PUBLIC HEARING**

<u>Legislative Public Hearing – Consideration of General Ordinance No. 25-1414, Amending The Dalles Comprehensive Plan and Title 10 of The Dalles Municipal Code to Comply with FEMA's 2024 Pre-Implementation Compliance Measures (PICM) Mandate and Updated Floodplain Development Standards</u>

Mayor Mays announced the Public Hearing and read the rules.

Mayor Mays asked if any members of the City Council wish to make any conflict of interest disclosure or abstain from participating or voting on the matter because of possible financial gain resulting from the legislative action.

There were none.

The public hearing opened at 6:30 p.m.

Mayor Mays called for the staff report.

Joshua Chandler, Community Development Director reviewed the staff report. (See attached)

Council asked staff clarifying questions of staff. Highlights included:

- Option two shifted compliance costs to developers, potentially saving the City money but risking impacts on development feasibility and future FEMA amendments.
- FEMA had not formally approved option two, creating uncertainty and potential for stricter future regulations.
- The City risked jeopardizing current and future developments if the ordinance was not adopted promptly, as FEMA required compliance for flood insurance participation.
- Approximately 210 properties were within current floodplain maps, increasing to about 224 with updated maps; about 58 parcels were undeveloped.
- Habitat assessments for floodplain developments could cost between \$5,000 and \$20,000 depending on complexity.

MINUTES City Council Meeting July 14, 2025 Page 6

- Adoption was necessary despite incomplete information, with plans to revisit and update regulations as new FEMA data emerged.
- Other Oregon communities responded variably; Wasco County delayed its ordinance hearing to November, awaiting possible legal developments. State agencies encouraged timely adoption by cities, though many delayed action.
- No formal comments were received from FEMA or DLCD; FEMA remained unresponsive despite repeated outreach.
- Flood modeling showed an undersized tunnel unable to handle major flows; the City obtained data to consider costly tunnel upgrades or replacements.
  - Debris clearing causing flooding near Second Street was primarily the responsibility of the Corps of Engineers, with coordination from the railroad and public works.
  - Even if cleared, upstream debris could plug the tunnel during major floods, increasing risks.
- Concerns were raised that new regulations could render some properties unbuildable; however, staff noted many remain developable with adequate investment, albeit at higher cost and complexity.

Mayor Mays asked if anyone from the public wish to offer relevant testimony or ask relevant questions on the matter.

There were none.

Mayor Mays closed the public hearing at 7:16 p.m.

It was moved by Randall and seconded by Richardson to adopt General Ordinance No. 25-1414, an ordinance amending The Dalles Comprehensive Plan and Title 10 of The Dalles Municipal Code to comply with FEMA's 2024 Pre-Implementation Compliance Measures (PICM) mandate and updated floodplain development standards, based upon the findings of fact and conclusions of law set forth in the Agenda Staff Report, by title only, as presented.

City Clerk Amie Ell read the ordinance by title.

The motion carried 5 to 0, Randall, Richardson, Runyon, Wring, McGlothlin voting in favor; none opposed; none absent.

#### **CONTRACT REVIEW BOARD ACTIONS**

Authorizing the City Manager to execute Contract No. 2025-009, a Professional Services Agreement with Walker Macy, LLC, for the Federal Street Plaza Project

MINUTES City Council Meeting July 14, 2025 Page 7

Klebes responded to questions from Council clarifying that the work outlined in the contract was necessary to advance the project to final design and the bidding phase. The contract with Walker Macy was included within the already budgeted \$4.9 million for fiscal year 2025–26 and was not in addition to that amount.

It was moved by Richardson and seconded by McGlothlin to adopt the Proposed Findings presented herein and authorize the City Manager to enter a Professional Services Agreement for Professional and Related Services with Walker Macy for the Federal Street Plaza Project in an amount not to exceed \$619,212.00, as presented.

The motion carried 5 to 0, Richardson, McGlothlin, Wring, Randall, Runyon voting in favor; none opposed; none absent.

#### **ADJOURNMENT**

| Being no further business, the mee    | ting adjourned | at 7:33 p.m.           |
|---------------------------------------|----------------|------------------------|
| Submitted by/<br>Amie Ell, City Clerk |                |                        |
|                                       | SIGNED:        | Richard A. Mays, Mayor |
|                                       | ATTEST:        | Amie Ell, City Clerk   |



# City of The Dalles City Council

MONDAY JULY 14, 2025 | 5:30 PM

## Hearing Details

**Application:** Zoning Ordinance Amendment (ZOA) 110-25 | Comprehensive Plan Amendment (CPA) 56-25

**Applicant:** City of The Dalles

**Properties Affected:** All properties within the Urban Growth Boundary located within a Special Hazard Flood Area (SFHA)

#### Issue:

Legislative Public Hearing — Consideration of General Ordinance No. 25-1414, an ordinance amending The Dalles Comprehensive Plan and Title 10 of The Dalles Municipal Code to comply with FEMA's 2024 Pre-Implementation Compliance Measures (PICM) mandate and updated floodplain development standards.

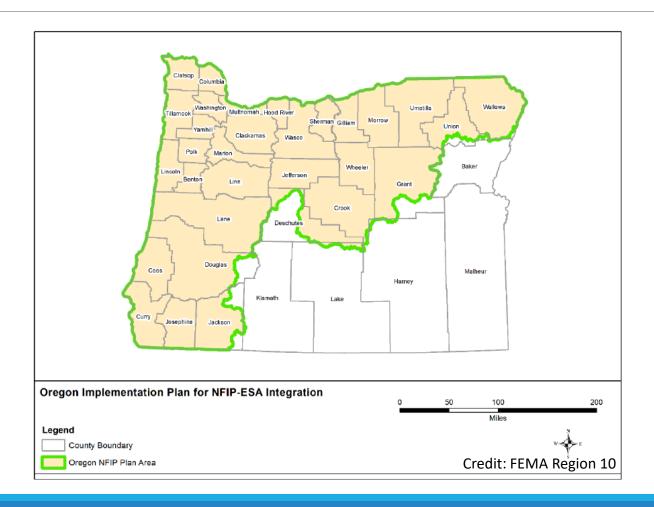
## Purpose of Amendments

- Update local floodplain regulations to federal standards
- Comply with FEMA's 2024 Pre-Implementation Compliance Measures (PICM)
- Ensure continued participation in the National Flood Insurance Program (NFIP)

## PICM Mandate

- July 2024: FEMA Region 10 issues mandate for compliance of "no net loss" standards by July 31, 2025
- Intended to ensure compliance with Endangered Species
   Act
- Mandate applies to 239 Oregon communities
- Communities required to choose 1 of 3 compliance PICM paths by December 1, 2024

## PICM Mandate



## PICM Mandate: Background

- 2009: FEMA sued for failing to consult National Marine
   Fisheries Service (NMFS) on NFIP impacts to endangered species
- 2016: FEMA settles lawsuits; NMFS issues Biological Opinion (BiOp) identifying NFIP's threat to ESA-listed species and recommending mitigation
- 2023: FEMA sued again for delayed BiOp implementation
- 2024: FEMA announces Pre-Implementation Compliance Measures (PICM) to bridge gap until full BiOp implementation (targeted for 2027)

## PICM Options

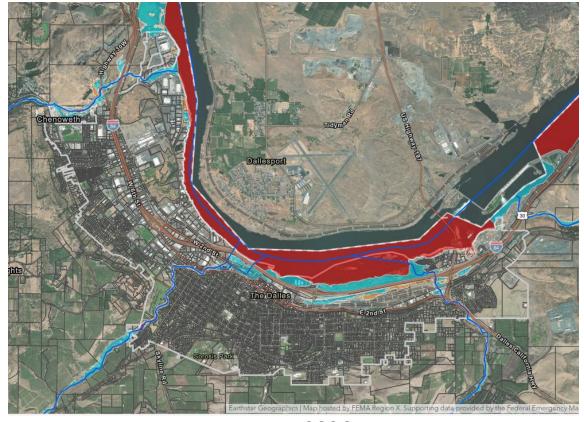
- Model Ordinance: Adopt ordinance integrating ESA requirements into local land use code
- Permit-by-Permit: Require floodplain development permits to include habitat assessment and mitigation plan demonstrating "no net loss"
- Prohibition: Ban all new development in designated floodplain areas
- November 25, 2024: City Council selected implementation of Model Ordinance

## Model Ordinance

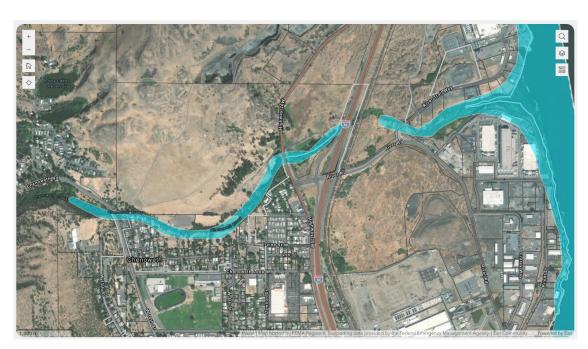
- FEMA's regulatory template for floodplain standards
- 2020: Issued Model Ordinance providing guidance for community regulations
- 2024: Issued revised Model Ordinance adding Section 6 for "no net loss" standards
- Per FEMA: "the ordinance was revised to ensure that the implementation of the NFIP-ESA integration "no net loss" standards avoids or offsets adverse impacts on threatened and endangered species and their critical habitat"

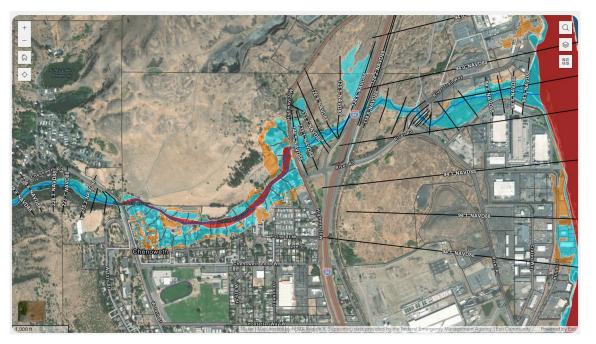
- Flood Insurance Rate Maps (FIRM) from 1984 still in effect
- FEMA began map updates in 2014
- Preliminary maps issued in 2023 w/ 90-day comment/appeal period
- Public feedback led to further revisions
- New preliminary maps to be reissued mid-2025 for second 90-day comment/appeal for changes to Mill and Chenoweth Creeks
- Final FIRM expected in 2026
- 1984 FIRM remains in effect until new maps are finalized





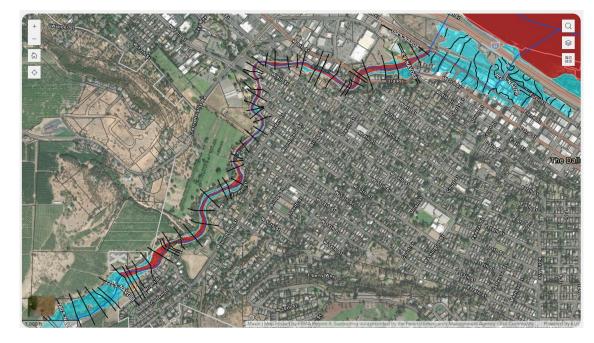
## Chenoweth Creek





## Mill Creek





## Lone Pine





## Noticing

- December 1, 2024: City informed FEMA of selected PICM Option
- May 1, 2025: Submitted proposed amendments to DLCD
- May 15, 2025: Notified FEMA Region 10 of proposed amendments
  - No comments received from either agency
- May 16, 2025: Ballot Measure 56 Notices (current and future mapped properties)
- May 21, 2025: PC Meeting Notice in Columbia Gorge News
- June 25, 2025: CC Meeting Notice in Columbia Gorge News

One written comment received to date. Included as Exhibit F.

## Overview of Proposed Amendments

#### THE DALLES COMPREHENSIVE PLAN

#### Updates to:

- Goal 5 Policies
- Goal 7 Implementation Measures
- Goal 9 Policies
- Goal 11 Polices

#### THE DALLES MUNICIPAL CODE

#### Updates to:

- Chapter 10.2, Definitions
- Chapter 10.3, Article 3.070 Variances
- Chapter 10.5, Article 5.130 Stream Corridor District
- Chapter 10.6, Article 6.170 Density
- Chapter 10.8, Physical and Environmental Constraints
- Chapter 10.12, Recreational Vehicle Parks

## Overview of Proposed Amendments (TDMC)

- Repeals outdated provisions
- Establishes new permit requirements
- Requires assessment of "no net loss" conducted by a qualified professional
- Updates enforcement & review criteria
- Updates terminology (e.g., "100-year floodplain" → "SFHA")
- Adds new variance procedures for SFHA
- Elevation certificate requirements and clear determination of BFE

## "No Net Loss" Standards

- Part of the PICM update to FEMA's Model Ordinance
- Introduced with limited coordination with Oregon agencies
- Conflicts with Oregon's "clear and objective" residential development standards
- Key Concerns:
  - Risk of regulatory takings claims
  - Impacts on housing production
  - Unfunded mandate burdening local governments

## "No Net Loss" Standards: "Option 2"

- City worked with Beery, Elsner & Hammond LLP for legal consultation on "no net loss" standards
- Goal: Maintain FEMA compliance while upholding Oregon land use law
- Regulatory Path Chosen: new "Option 2"
- Shifts compliance burden from City to applicants
- Applicants must demonstrate ESA & BiOp compliance via four defined pathways
- City verifies documentation—not responsible for environmental analysis
- Similar process in TDMC for geologic hazard study requirements for development in Geohazard Zones

## "No Net Loss" Standards: "Option 2"

- Advantages
  - Aligns with Oregon legal standards
  - Minimizes City's financial and administrative burden
  - Maintains FEMA's conservation goals
  - Reduces LUBA appeal risk
- Challenges
  - FEMA has not yet formally approved Option 2
  - Future federal rule changes may affect compliance
  - Increased applicant costs could impact housing affordability

## Planning Commission: June 6, 2025

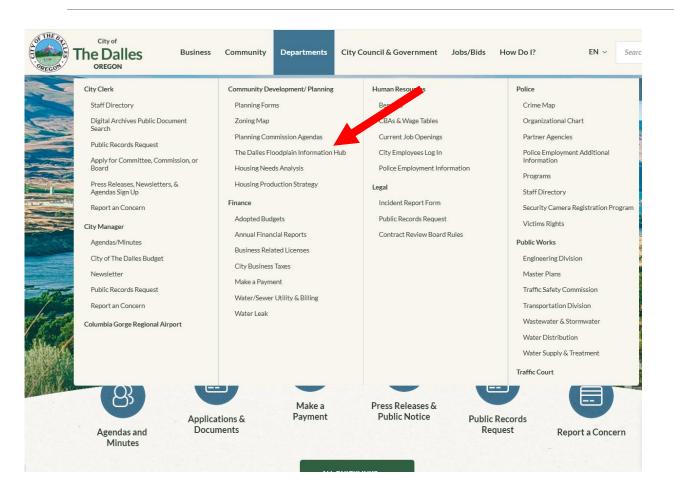
## Concerns/Comments:

- Concern over financial burden
- Calls for clearer guidance, simpler permitting, and better outreach
- Requests to delay adoption
- Emphasis on balancing NFIP compliance with minimizing disruption
- Shared need for technical support and public education

## Planning Commission: Staff Response

- Acknowledge financial and clarity concerns
- Developed detailed online info hub with maps, standards, and resources
- Exceeded notification requirements to provide early awareness
- Committed to expanding technical support and improving guidance
- Emphasized urgency of adoption to maintain NFIP eligibility

## Webpage



- Code update information
- StoryMap
- "How-To" guide for property owners
- List of qualified contractors
- Interactive map comparison (1984 vs. 2026)
- Updates on FEMA map update

## Council Alternatives

- 1. Staff recommendation: Move to adopt General Ordinance No. 25-1414, an ordinance amending The Dalles Comprehensive Plan and Title 10 of The Dalles Municipal Code to comply with FEMA's 2024 Pre-Implementation Compliance Measures (PICM) mandate and updated floodplain development standards, based upon the findings of fact and conclusions of law set forth in the Agenda Staff Report, by title only, as presented.
- 2. Make modifications to then move to adopt General Ordinance No. 25-1414, as amended.
- 3. Decline formal adoption and provide Staff additional direction.



# City of The Dalles City Council

MONDAY JULY 14, 2025 | 5:30 PM

#### **RESOLUTION NO. 25-034**

#### A RESOLUTION CONCURRING WITH THE MAYOR'S REAPPOINTMENTS TO THE BEAUTIFICATION AND TREE COMMITTEE AND THE LIBRARY BOARD

**WHEREAS**, Debi Ferrer's term on the Beautification and Tree Committee expired June 30, 2025 and Rita Rathkey's term on the Library Board expired June 30, 2025; and

**WHEREAS**, the Mayor has elected to reappoint Debi Ferrer to the Beautification and Tree Committee and Rita Rathkey to the Library Board.

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

Section 1. The City Council concurs with the reappointments of: Debi Ferrer to the Beautification and Tree Committee, with term expiring June 30, 2028; and Rita Rathkey to the Library Board, with term expiring June 30, 2029.

<u>Section 2</u>. This Resolution shall be effective upon adoption.

#### PASSED AND ADOPTED THIS 28th DAY OF JULY, 2025.

| Voting Yes   | Councilors: |   |
|--------------|-------------|---|
| Voting No    | Councilors: |   |
| Absent       | Councilors: |   |
| Abstaining   | Councilors: |   |
| AND          | APPROVED I  | BY THE MAYOR THIS 28th DAY OF JULY, 2025. |
| SIGNED:      |             | ATTEST:                                   |
| Richard A. M | Mays, Mayor | Amie Ell, City Clerk                      |

Resolution No. 25-034 Reappointments to BTC and Library Board

#### **RESOLUTION NO. 25-033**

## A RESOLUTION AUTHORIZING A REQUEST FOR GRANT FUNDING ASSISTANCE THROUGH THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) 2025–2027 HOUSING PLANNING ASSISTANCE PROGRAM TO CONDUCT A DEVELOPMENT REVIEW AUDIT OF THE CITY'S LAND USE AND DEVELOPMENT REVIEW PROCESS

**WHEREAS**, the Oregon Department of Land Conservation and Development provides funding assistance through its Housing Planning Assistance Program to support local governments in removing barriers to housing production, modernizing land use codes, and improving permitting systems;

WHEREAS, the City of The Dalles has undertaken several key planning initiatives to advance Statewide Planning Goal 10 (Housing), such as the 2023 Housing and Residential Land Needs Assessment and Buildable Lands Inventory, the 2025 Housing Production Strategy, and is preparing to complete the Employment Buildable Lands Inventory in 2025 to support Statewide Planning Goal 9 (Economic Development); and

WHEREAS, the City is committed to implementing its adopted Housing Production Strategy, including prioritizing Action 1.3: Technical Assistance to Small Developers, which aims to reduce barriers to housing by enhancing access to permitting resources, educational tools, and further seeks to streamline development approval processes by engaging with local developers for feedback and conducting an internal audit to identify opportunities for improvement; and

WHEREAS, the City intends to complete a Development Review Audit to enhance the efficiency, clarity, and predictability of its permitting system by identifying and addressing regulatory barriers to housing, with the goal of supporting infill, redevelopment, and a broader range of housing options in an expedited manner to address the growing housing shortage within our region by improving overall development review times; and

WHEREAS, the City will coordinate this project with its entire development team, including City Planning and Public Works, Wasco County Building Codes, local franchise utilities, and other key stakeholders, and will establish a Technical Advisory Committee composed of City staff and local housing partners to guide project development and review key deliverables; and

**WHEREAS**, the City has available local resources to fulfill its share of obligations related to this request should it be awarded,

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

**Section 1**: The City Council authorizes the Community Development Department to submit a grant application to the Oregon Department of Land Conservation and

Resolution No. 25-033 Page 1 of 2

Development for funding assistance through the 2025–2027 Housing Planning Assistance Program to support the Development Review Audit Project, consistent with the City's adopted housing strategies.

**Section 2**: The City Manager or their designee is authorized to execute any necessary documents associated with the grant application and, if awarded, to oversee grant administration and project implementation on behalf of the City.

# PASSED AND ADOPTED THIS 28<sup>TH</sup> DAY OF JULY, 2025, Voting Yes Councilors: Voting No Councilors: Abstaining Councilors: Absent Councilors: AND APPROVED BY THE MAYOR THIS 28<sup>TH</sup> DAY OF JULY, 2025. SIGNED: Richard Mays, Mayor Amie Ell, City Clerk

Resolution No. 25-033 Page 2 of 2

#### CITY of THE DALLES



313 COURT STREET THE DALLES, OREGON 97058

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

#### AGENDA STAFF REPORT

**AGENDA LOCATION:** Item #10A

**MEETING DATE:** July 28, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Jeff Renard, Airport Manager

**ISSUE:** Authorizing the City Manager to execute a Professional Services

Agreement with Mead and Hunt, Inc. for Aviation Planning

Services at the Columbia Gorge Regional Airport

**BACKGROUND:** The Airport requires a comprehensive masterplan to guide its long-term development and ensure alignment with community goals, regulatory requirements, and economic opportunities.

The City and Klickitat County issued an RFP in April 2025 to seek qualified aviation planning firms. After that competitive process, the Airport identified Mead & Hunt, Inc., a firm with extensive expertise in aviation planning, to provide professional services for the masterplan process.

After coordinating and consulting with the FAA, the Airport and selected consultant negotiated the attached proposed Professional Services Agreement, which outlines the scope of services, including community engagement, data analysis, and strategic planning. Federal and state grants, including the FAA Airport Improvement Program (AIP) and Oregon State Critical Oregon Airport Relief (COAR) grants, are available to fund approximately 99% of this engagement's costs, resulting in minimal local financial impact.

**<u>BUDGET IMPLICATIONS</u>**: The negotiated contract price is an amount not to exceed \$509,321.00. Federal and state grants are expected to cover 99% of that total cost, with the remaining funds provided through budgeted local grant match funds. Securing those grants will significantly reduce the financial burden on local resources while enabling the timely completion of the masterplan.

#### **COUNCIL ALTERNATIVES:**

- 1. <u>Staff recommendation</u>: Move to authorize the City Manager to execute a Professional Services Agreement with Mead and Hunt, Inc. for Aviation Planning Services at the Columbia Gorge Regional Airport in an amount not to exceed \$509,321.00, contingent on Klickitat County Board of County Commissioner approval and award of grant funding, as presented.
- Make modifications to then move to authorize the City Manager to execute a
  Professional Services Agreement with Mead and Hunt, Inc. for Aviation Planning
  Services at the Columbia Gorge Regional Airport contingent on Klickitat County
  Board of County Commissioner approval and award of grant funding, as
  amended.
- 3. Decline formal action and provide Staff additional direction.

#### PROFESSIONAL SERVICES AGREEMENT

| Contractor             | Mead and Hunt, Inc.  |
|------------------------|--|
| Consideration          | NTE \$ <u>509,321.00</u>                                     |
| Effective Date         | August 4, 2025   |
| <b>Completion Date</b> | [DATE]   |
| Project/Services       | Aviation Planning Services – Columbia Gorge Regional Airport |

This PROFESSIONAL SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**Owner**) and Klickitat County, a Washington municipal corporation (**County**) (collectively, **Owner**), on one hand, and Mead and Hunt, Inc., a Wisconsin business corporation (**Contractor**), for Contractor's provision of aviation planning services to support the Columbia Gorge Regional Airport (**Airport**).

WHEREAS, the Owner requires performance of certain professional services; and

**WHEREAS**, Contractor desires to perform those certain professional 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 subcontractors approved under this Agreement, and provide any equipment necessary to perform all tasks described in Contractor's May 23, 2025, scope of services, attached to and made part of this Agreement as Exhibit A and in accordance with the project schedule attached to and made part of this Agreement as its Exhibit C (together, Work). Contractor agrees The Parties agree the Work shall be interpreted broadly to the Owner's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in Exhibit A but necessary to fully, timely, and effectively perform those specifically listed tasks.
- Standard of Care. Contractor agrees the standard of care applicable to its provision
  of the Work will be the degree of skill and diligence normally employed by
  professional engineers or consultants performing the same or similar Work at the
  time of performance. Contractor agrees to re-perform any Work not meeting this
  standard without additional compensation.
- 3. 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 proposal. The Parties agree Contractor's submission of a proposal 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.

#### 4. Insurance and Indemnity.

- a. <u>Insurance</u>. Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), **Professional Liability** insurance in the amount of \$2,000,000, 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. <u>Certificates</u>. Except for Professional Liability and Workers' Compensation insurance, Contractor agrees to provide the Owner with certificates of insurance naming the *City of The Dalles, Klickitat County, and Columbia Gorge Regional Airport* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the Owner 30 days' notice before cancelling or reducing any insurance policy contemplated by this Agreement.
- c. <u>Workers' Compensation</u>. 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 Owner prior to commencement of the Work, including any subcontract operations. Contractor shall provide the Owner 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. <u>Indemnity</u>. Contractor agrees to indemnify, defend, and hold harmless the Owner (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands to the proportionate extent of the negligent acts or omissions of Contractor (including its officers, agents, and employees) in its performance of this Agreement; provided, however, in no event shall Contractor's obligations under this section extend to the proportionate share of fault of any indemnified party if an arbitrator, jury, or court determines that an indemnified party bares a portion of the fault.

#### 5. Payments.

a. <a href="Prompt Payment">Prompt Payment</a>. 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 subcontractors), the Owner 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. <u>Industrial Accident Fund</u>. 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. <u>Labor Hours</u>. 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.
- d. <u>Medical Care</u>. 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. <u>No Liens</u>. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any Work (including labor or materials) furnished under this Agreement.
- f. <u>Employee Withholdings</u>. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.

#### B. Owner's Duties

#### 1. Compensation.

- a. <u>Total</u>. The Owner agrees to compensate Contractor for the Work in an amount not to exceed \$509,321.00 consistent with the fee estimate attached to and made part of this Agreement as its **Exhibit B**. Contractor agrees its provision of a completed Form W-9 to the Owner is a condition precedent to the Owner's payment obligations under this Agreement.
- b. <u>Progress Payments</u>. The Owner agrees to make payment upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the Owner's approval and no more frequently than monthly. Payment shall be made in net 30 days only for Work actually completed as of the invoice date.
- c. <u>Satisfaction</u>. Contractor agrees the Owner's payment of an invoice releases the Owner 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. <u>Public Budgeting</u>. The Owner 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 and Board of County Commissioners.

#### C. Special Conditions

1. <u>Control</u>. The Parties agree the terms and conditions of Contractor's *Form Client PSA-1 10-2023*, an unexecuted copy of which is attached to and made part of this Agreement as its **Exhibit D**, is incorporated with this Agreement and is supplemental and complementary to its provisions; provided, however, in the event of any conflict between the provisions of the express text of this Agreement and its **Exhibit D**, the Parties agree to attempt to harmonize such conflicting provisions but, if they are unable to so harmonize, the Parties unambiguously agree the provisions of the express text of this Agreement control.

#### D. General Conditions

- 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, the Parties agree to equitably adjust Contractor's performance schedule
   subject to excuses for performance associated with impossibility, impracticability,
   and unforeseeable factors or events beyond Contractor's control (such as acts of
   God).
- 2. <u>Termination</u>. 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 Owner may terminate this Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The Owner agrees to compensate Contractor for all approved services rendered prorated to the date the Owner notices its intent to terminate.
- 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. <u>Full Integration/Modification</u>. 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 Owner direction and control over the means and manner of completing the Work.

- 6. <u>Assignment/Delegation</u>. 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. <u>Subcontractors</u>. Contractor agrees to provide the Owner with a list of proposed subcontractors within ten (10) calendar 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 Owner reasonably objects to as incompetent or unfit. Contractor agrees it is as fully responsible to the Owner for its subcontractors' 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 Owner and any subcontractor.
- 8. <u>Enforceability</u>. 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. <u>Waiver</u>. 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. <u>Notices</u>. 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/Owner: City Manager

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

To the County: Chairman

Klickitat County

**Board of County Commissioners** 

115 W. Court Street

Mail Stop 201

Goldendale, WA 98620

To Contractor: President

Mead and Hunt, Inc. 2440 Deming Way Middleton, WI 53562

Signature page follows.

| IN WITNESS WHEREOF, the PAGREEMENT this day of                        | Parties duly execute this <b>PROFESSIONAL SERVICES</b> , 2025.            |
|---|---|
| CITY OF THE DALLES,<br>an Oregon municipal corporation<br>corporation | BOARD OF COUNTY COMMISSIONERS<br>Klickitat County, a Washington municipal |
| Matthew B. Klebes, City Manager                                       | Chairman  |
|   | Commissioner  |
|   | Commissioner  |
| ATTEST:   | ATTEST:   |
| Amie Ell, 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                                    |
| Date  | Date  |
| CONTRACTOR  |   |
| Kevin Mulcaster, Vice President                                       |   |

Professional Services Agreement Mead and Hunt, Inc. Page 6 of 6

## Exhibit A – Scope of Services

#### Attachment A

### Scope of Services

## Focused Airport Master Plan Columbia Gorge Regional Airport (DLS)

Dallesport, Washington

#### **Project Overview**

This scope of services describes the tasks that will be undertaken to develop a focused Airport Master Plan (Plan) for Columbia Gorge Regional Airport (DLS or Airport), which is owned and operated jointly by the City of The Dalles, Oregon and Klickitat County, Washington. The scope of services is organized into two major sections: Project Understanding and Scope of Services. The Project Understanding section documents DLS's goals for this process, the circumstances surrounding the need for the Plan, and the required areas of emphasis. The scope of services details the specific tasks to be completed by Mead & Hunt (Consultant) and its subconsultants in pursuit of the goals outlined in Project Understanding.

### **Project Understanding**

The goal of the Plan is to evaluate DLS's needs over a 20-year planning period for airfield, airspace, building area, and landside facilities. The focus of this Plan is to determine the current and future critical aircraft and the infrastructure required to meet the demands associated with that future critical aircraft. The Plan will also inform the eligibility of the crosswind Runway 7/25 and document the orderly development of airport facilities essential to meeting DLS's needs for the future, in accordance with Federal Aviation Administration (FAA) standards and complementary to stakeholder interests. The Plan will result in a development strategy, reflective of the Airport's desires to maximize aeronautical development, and ensure the highest and best use of the Airport's assets. The approved Plan will also allow the Airport to satisfy FAA grant assurances and to seek project eligible funding under the respective federal and state airport aid programs.

The primary outcome of the Plan is to obtain an approved Airport Layout Plan (ALP) that emphasizes and incorporates feasible airport improvements. The Plan will be developed through partnership, collaboration, and transparent communication between DLS, FAA, the Consultant team, airport stakeholders, and the public.

#### **Project References**

The Plan will comply with the applicable FAA Advisory Circulars (AC) and other requirements referenced below:

- AC 150/5070-6B, Airport Master Plans
- AC 150/5300-13B, Change 1, Airport Design
- AC 150/5000-17, Critical Aircraft and Regular Use Determination
- AC 150/5190-4B, Airport Land Use Compatibility
- Federal Aviation Regulations (FAR) Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace
- Standard Operating Procedure (SOP) 2.00 for FAA Review and Approval of Airport Layout Plans (ALPs)
- Standard Operating Procedure (SOP) 3.00 for FAA Review of Exhibit 'A' Airport Property Inventory Maps

- Forecast Review and Approval Instructions Memorandum (dated August 12, 2024)
- Reauthorization Program Guidance Letter (R-PGL) 25-01: Runway Project Section 702(2)(G), Legacy Runways

## **Project Scope Elements**

After receipt of authorization to proceed, the Consultant shall perform the following work elements as part of the Plan. The Consultant's scope of services will be divided into eleven (11) tasks.

Task 1: Study Design

Task 2: Project Management

Task 3: Grant Administration

Task 4: Stakeholder and Public Involvement Program

Task 5: Airport Geographic Information Survey (AGIS)

Task 6: Inventory of Existing Conditions

Task 7: Facility Requirements

Task 8: Alternatives Development and Evaluation

Task 9: Facilities Implementation and Financial Planning

Task 10: Airport Layout Plan Drawing Set

Task 11: Documentation

## **Project Team**

Below are designated points of contact for this project. The scope assumes that the Airport Sponsor point of contact will provide DLS comments on any deliverables.

#### **Airport Sponsor**

Columbia Gorge Regional Airport Jeff Renard, Airport Manager 541-288-6766

manager@flycgra.com

#### **Consultant Team**

Mead & Hunt, Inc. (Primary) Kevin Nuechterlein, Project Manager 253-260-4542

Kevin.Nuechterlein@meadhunt.com

#### **Regulatory and Approval Agencies**

Federal Aviation Administration (FAA) Jessica Wuttke-Campoamor, Planner 206-231-4135

jessica.l.wuttke-campoamor@faa.gov

Mead & Hunt, Inc. (Secondary) Krista Wellnitz, Deputy Project Manager 971-256-5199

krista.wellnitz@meadhunt.com

#### **In-person Meetings and Trip Summary**

This scope accounts for the following meetings and trips, as referenced in the applicable scope element. **Table 1** summarizes meeting type, associated task, Consultant team attendees, format, and expected duration.

**Table 1: Consultant Trips** 

| Months<br>from<br>NTP | Trip/Meeting  | Description  | Attendees | Duration<br>(Days) |
|-----------------------|---|--|-----------|--------------------|
| 0                     | Meeting #1: Kick Off/Existing Conditions                | Site Visit/Inventory     Airport (Board) Meeting                                     | 3         | 2                  |
| 2                     | Meeting #2: Technical Advisory Committee (TAC) Kick Off | 1. TAC #1  | 3         | 2                  |
| 12                    | Meeting #3: Alternatives Preliminary Development        | TAC Meeting #2     Board Meeting   | 3         | 2                  |
| 15                    | Meeting #4: Alternatives Final Development              | <ol> <li>TAC Meeting #3</li> <li>Board Meeting</li> <li>Public Open House</li> </ol> | 3         | 2                  |

## Task 1: Study Design

**Description:** The study design effort involves defining the scope, project fee, and project schedule. It culminates in developing client and team contractual agreements. This effort will occur prior to the Airport's notice to proceed (NTP). Study design develops contractual documents for the Airport Sponsor's execution and FAA grant processing purposes.

**Methodology:** The Consultant will coordinate with the Airport to identify Plan interests and expectations amongst the Airport and its stakeholders. These expectations will be included in the contract between the Airport Sponsor and the Consultant.

**Deliverables:** The Consultant will deliver draft scope documents to DLS (PDF via email) for review. The Consultant will provide the final scope document and a blank fee spreadsheet to the Airport for fee negotiation. The final deliverable for this task includes the final scope, agreed-upon project fee, schedule, and executed contract agreement for the proposed planning work.

#### 1.1 Scoping Meetings

The Consultant will work with DLS staff to identify airport priorities, organize the project planning team, and scope project tasks. Scoping meetings will include:

- Two conference calls (one hour each, two Consultant staff) with DLS (as needed) to discuss project elements and refine the scope to meet DLS's goals
- Two conference calls (one hour each, two Consultant staff) with DLS to discuss the project fee and schedule (after the scope is agreed upon)

#### 1.2 Draft Scope of Services

The Consultant will prepare and submit one draft scope of services to DLS and FAA staff for review and comment. This task includes revisions to the draft scope, based on DLS and FAA comments. The agreed upon draft scope will be used to develop the project fee and schedule.

#### 1.3 Final Scope, Fee, Schedule, and Contracting

The Consultant will prepare a lump sum fee estimate and project schedule from the scope developed in Task 1.2. This task includes revisions to the draft fee, based on DLS and FAA comments.

The project fee will categorize work effort and costs according to individual project scope elements and identify costs for individual tasks by role-specific billing rates, task-specific labor hours, required persontrips, and reimbursable expenses. Any reduction in fee during negotiation will result in reduction in scope elements or task effort.

The Consultant will complete the internal project set-up and contract documents provided by DLS for planning services and finalize the contract based on any comments received from DLS or FAA staff.

## **Task 2: Project Management**

**Description:** This task includes communications among the project team to track the progress of the various study elements. Project management duties include developing and documenting the project plan, organizing the project team, launching and monitoring project activities, managing/mitigating risks, overseeing quality control efforts, and closing out the project once completed.

**Methodology:** The Consultant will develop internal controls and operating procedures to monitor project status and performance and assist the Airport with necessary documentation and paperwork to comply with FAA grant requirements.

**Deliverables:** The Consultant will invoice DLS monthly throughout the project. Invoices will include a breakdown of the previous month's efforts by task and indicate a percentage complete. Other project management documentation will not be presented as part of the Plan. The outcome of this task is an understanding by DLS, FAA, and Consultant on how the Plan will be organized, led, and expectations managed.

#### 2.1 Project Administration

Project administration is an ongoing internal process to track project milestones, schedule, and budget. The Consultant will invoice DLS monthly throughout the project. Invoices will include efforts by task and indicate a percentage of completion. The Consultant will communicate by email and phone with DLS management and the Consultant team for data requests, status updates, and meeting coordination. This task also includes twice-monthly coordination meetings with the internal Consultant project team of thirty minutes each, held virtually.

#### 2.2 Airport Coordination

This task includes twice monthly status meetings held virtually between the Airport Manager and the Consultant team. These coordination meetings will extend for the duration of the project, which is expected to be 18 months from NTP. These airport coordination meetings present general progress and answer questions as needed to advance the Plan beyond major milestone reviews. This task includes one in-person kick-off meeting with the Airport to identify the key goals for the project, communication protocols, and the initial schedule.

#### 2.3 FAA Coordination

The successful completion of the Plan will require coordination with the FAA Seattle ADO throughout the project process and especially at key milestones. The FAA Community Planner will be invited to the virtual Airport Coordination meetings as appropriate. In addition, the Consultant will schedule a virtual meeting with the FAA Community Planner at the key FAA-approved deliverable of the ALP. Meetings will be scheduled after the Community Planner has had time to review documents (e.g. draft ALP). The Consultant deliverables and discussion will focus on steps to achieving FAA approval of the ALP. The Consultant will submit an annual report via Form 5100-140 within 30 days of the end of the federal fiscal year.

## 2.4 Quality Assurance/Quality Control

The Consultant team will utilize a formal Quality Assurance (QA) and Quality Control (QC) Process on all content delivered to DLS and the FAA. All key decisions and work produced will be reviewed by technically qualified staff. They will be checked for technical compliance and to make sure the intent of the decision is clearly illustrated and consistent with DLS's expectations. This ingrained process includes documentation through internal processes (project management plan, roles and responsibilities) and external processes (official submittal reviews). These procedures help the Consultant deliver projects that achieve client goals.

#### **Task 3: Grant Administration**

**Description:** The Plan will require federal funding assistance through the FAA Airport Improvement Program (AIP) which provides grants to public agencies for the development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS). The FAA has defined procedures to secure AIP funding, track expenditures, request reimbursements, and close out an AIP grant. This task outlines the effort required by the Consultant team to administer grant assistance to DLS.

**Methodology:** The Consultant will prepare the grant application at the start of the project and the grant closeout report at the completion of the project in coordination with DLS using the latest grant application and closeout report forms provided by the FAA. DLS will be responsible for submitting both documents to the FAA.

**Deliverables:** Draft and final grant application, monthly and quarterly FAA reports required for reimbursements, and a draft and final grant closeout report.

#### 3.1 Grant Application

The Consultant will provide and prepare the FAA AIP grant application and submit it electronically to DLS for signature. The Consultant will prepare one draft and one final application as edits are required. One grant and grant application are expected for this project. The Consultant will prepare FAA grant administration forms required for reimbursement monthly. The forms will be included with the invoices. The Consultant will also prepare quarterly status reports if requested by the FAA, annual project DBE reporting and annual grant reporting.

#### 3.2 Grant Closeout Report

The Consultant will prepare a grant closeout report in accordance with the Northwest Mountain Region (SEA ADO) 620-05 Standard Handout for Final Report. DLS will provide documents and forms as required for the Consultant to compile the report. The report will be delivered electronically via email; one round of comments from the FAA and DLS are expected.

## Task 4: Stakeholder and Public Involvement Program

**Description:** This task covers efforts to involve key interested parties and the general public in the Plan development process.

**Methodology:** The goal of the engagement portion of the focused Master Plan project is to educate various audiences and stakeholders about the process and solicit meaningful feedback that informs the Plan. DLS seeks to be a transparent and collaborative institution in its community, and the Plan is an opportunity to further develop that reputation.

**Deliverables:** Throughout the project, the Consultant team will deliver:

- Presentations at in-person board meetings (up to 3)
- Stakeholder engagement materials
- Facilitate TAC meetings (up to 3)
- One in-person open house
- Summaries of meetings and feedback received

## 4.1 Airport Board Coordination

The Consultant will attend up to three in-person Airport Board meetings to provide updates on the Master Plan process. The Consultant will also provide ongoing support to DLS staff in responding to Board questions about project progress.

## 4.2 Technical Advisory Committee

The Airport will identify and invite up to 10 individuals to join the Technical Advisory Committee (TAC), which will provide technical review and recommendations throughout the Master Plan development process. The Consultant will plan and facilitate three in-person TAC meetings over the course of the project. The Consultant will work closely with the Airport Manager to determine membership of the TAC and will likely include the City of the Dalles Public Works Director and Community Planning Director, Klickitat County Economic Development Director, Planning Department Director and Public Works Director, up to two members of the Airport Board and up to three tenants. Participants will be informed of their responsibility to disseminate the information from the TAC meetings to the groups they represent to solicit further feedback.

The TAC is anticipated to meet at the following project milestones:

- 1. Meeting #1 Kickoff meeting
- 2. Meeting #2 Preliminary alternatives development
- 3. Meeting #3 Final alternatives development

The Consultant will prepare presentation materials, take notes, and send meeting summaries after each TAC meeting.

#### 4.3 Open House

The Consultant will plan one open house to present and inform attendees about the Master Plan process and progress to date and solicit community input during the final alternative development process. The open house will be an in-person event held at a location of the Airport's choosing. Prior to the open house, the Consultant will work with DLS to develop a project fact sheet and project frequently asked questions (FAQ) sheet that will be published on the airport's website. Draft chapters may also be published on the airport's website after DLS and TAC review, at the Airport Manager's discretion.

The in-person open house will include:

- Up to 5 mounted display boards
- One project fact sheet
- · One project FAQ sheet
- Both DLS and Consultant team staff in attendance to answer questions

#### 4.4 Outreach Report

At the conclusion of the outreach phase, a final outreach report detailing the engagement effort will be provided as an appendix to the focused Master Plan.

## Task 5: Airport Geographic Information Survey (AGIS)

**Description**: This task will complete the services required for the development of planimetric and topographical data in support of an ALP and an aeronautical obstruction survey to FAA Airport GIS requirements. The project will be done in compliance with Airports GIS Program policies. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the FAA and the National Geodetic Survey (NGS).

- AC 150/5300-16B "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey"
- AC 150/5300-17C, Change 1 "Standards for Using Remote Sensing Technologies in Airport Surveys"
- AC 150/5300-18B, Change 1 "Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS"

The Airports-GIS objective for this project includes the collection/survey of both Safety-Critical and Non-Safety-Critical Data. The Safety-Critical element of the project includes Runway Ends/Thresholds & Profiles Survey, NAVAID Survey, and Airport Airspace Analysis/Obstruction Survey. The Non-Safety-Critical element of this project includes the generation of a planimetric & topographic GIS basemap of the Airport environment and the generation of ortho-rectified aerial imagery of the project area.

The Consultant will fulfill the data collection, formatting, and delivery requirements of the FAA Airports-GIS program. In general, the Consultant's approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in Table 2-1 (Survey Requirements Matrix) of 18B, Column "Airport Layout Plan."

The Consultant will make maximum use of existing data within the ADIP Portal for DLS, including Obstacle Data with FAA-assigned Identifiers.

#### **Data Specifications**

| State                    | WASHINGTON                           |
|--------------------------|--------------------------------------|
| County                   | KLICKITAT                            |
| Project Type             | AVIATION (AIRPORTS-GIS INCLUDED)     |
| Coordinate System        | WASHINGTON STATE PLANE – SOUTH ZONE  |
| Horizontal Datum         | NAD83                                |
| Vertical Datum           | NAVD88 (GEOID18)                     |
| Field-Survey Provided By | MARTINEZ GEOSPATIAL, INC.            |
| Mapping Scale            | 1"=100' & 2' CONTOURS                |
| Mapping Formats Required | STANDARD CAD w/ DTM and AIRPORTS-GIS |
| Ortho Res & Photo Format | 0.5' GSD, TIF & SID FORMAT           |

#### **Area Definition**

The total project area consists of three major components:

| AREA A | Planimetric and Topographic Mapping Limit - This area defines the limit for the compilation of planimetric and topographic base-mapping.                            |
|--------|---|
| AREA B | Part 77/OCS Airspace Analysis Limits - Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined by FAR Part 77 and AC-150/5300-13B. |
| AREA C | <b>Airports-GIS Airspace Analysis Limits -</b> Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined in AC-150/5300-18B.         |

#### FAA Airports-GIS Coordination/Field-Survey Consultation

The Consultant will develop, submit, and gain approval of the following plans required by the FAA-AGIS Program:

- Imagery/Remote Sensing Plan
- Survey Quality Control Plan
- Aerial Photography Acquisition Report/3D Stereo Imagery

#### **Aerial Imagery Acquisition**

New color aerial imagery will be captured for all areas defined in the Project Area Definition section of this proposal utilizing a high quality digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

The aerial imagery acquisition flight mission will consist of a single "block" of imagery, collected to the following specifications:

| Imagery Resolution | Purpose/Use  |
|--------------------|--|
| 10cm               | <ul> <li>Obstacle Data Collection</li> <li>AGIS Airport Airspace Analysis</li> <li>Generation of 0.50' GSD orthophotos</li> <li>Planimetric/Topographic Mapping</li> </ul> |

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with FAA AC 150/5300-17C requirements.

#### **Establish Geodetic Control/Temporary Control**

There are no PACS/SACS monuments published for this airport. Temporary Geodetic Control methodology will be utilized for this project. As required by FAA, at least two Temporary Control Marks will be established on the airfield through NGS OPUS. Two independent 4-hour sessions are required per survey mark. Once established, the Temporary Control Marks will serve as the basis of the geodetic control network for the survey project.

#### **Survey Imagery Photo Control**

Photo-identifiable control points and/or artificial targets will be selected or set/surveyed for use as imagery ground control. Imagery Control will be set, surveyed (properly tied to NSRS), and documented in accordance with FAA AC-150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the AP Acquisition Report. It is anticipated that approximately 24 imagery control points will be required, along with 6 independent OPUS Checkpoints.

#### **Aero Triangulation**

The digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

#### **Create Digital Ortho Imagery**

Digital orthophotos will be produced to meet the requirements of the Consultant and the Airport as well as to comply with the requirements of the FAA Airports-GIS Program and FAA AC 150/5300-17C. One set of ortho imagery will be produced, covering the following defined areas and meeting the following specifications:

| Resolution | Coverage Limit   |
|------------|------------------|
| 0.50' GSD  | Airport Property |

#### **Runway Survey**

Field Surveyors will accomplish survey of Runways 7/25 and 13/31; survey tasks will include survey of runway-end-points/thresholds and runway-profiles. For each runway-end-point/threshold a monument will be set (if one is not already present), surveyed, and documented in accordance with FAA AC-150/5300-18B. Runway centerline profiles will be surveyed utilizing mobile-RTK methodology; final profile data will be extracted at 50-foot stations for FAA Airports-GIS submission. Runway survey data will be utilized for the Obstruction Surveys/Airport Airspace Analysis task. Furthermore, the Consultant will identify Airport Reference Point, Airport Elevation, High and Low Elevations of each Runway, and Touchdown Zone Elevations for each runway utilizing the newly surveyed Runway Data. Runway survey data will be properly formatted by the Consultant and reported in the FAA Airports-GIS deliverable.

#### **NAVAID Survey**

Surveyors will accomplish field-survey of NAVAIDs serving the DLS airport. Each NAVAID will be surveyed and documented in accordance with FAA AC-150/5300-18B. NAVAID survey data will be properly formatted by the Consultant and reported in the FAA Airports-GIS deliverable. The NAVAID Survey will include the following:

| Airport Rotating Beacon | 25 DME        |
|-------------------------|---------------|
| 25 Localizer            | 25 Glideslope |
| 31 REILs                | LTJ VOR/DME   |
| ASOS                    | Windsocks     |

#### **Airport Airspace Analysis/Obstruction Surveys**

#### 18B/AGIS

An Airport Airspace Analysis will be performed in accordance with FAA AC 150/5300-18B. This task will be performed in order to comply with the requirements of the FAA Airports-GIS Program for projects involving Airport Layout Plans. All available existing obstacle data for DLS will be obtained and downloaded from ADIP; existing obstacle data (relevant to the AGIS Airspace Analysis) will be validated or updated as necessary and incorporated into this project. Existing obstacle data will be reported back to FAA through ADIP, identifiable by assigned FAA-Obstacle-ID.

The Airport Airspace Analysis will meet the following specifications:

| Runway | Analysis Type                  |
|--------|--------------------------------|
| 7/25   | Runways-With-Vertical-Guidance |
| 13/31  | Runways-With-Vertical-Guidance |

#### Part 77/Obstacle Clearance Surface (OCS)

A FAR Part 77 and an OCS Obstruction Survey will be performed for all runway ends. Utilizing the digital 3D stereo imagery, the prescribed Part 77 & OCS Obstruction-Identification-Surfaces will be examined and analyzed to identify natural and manmade objects penetrating the surfaces. OCS Surfaces will be based on the requirements of FAA AC-150/5300-13B (Tables 3-2, 3-3, 3-4, and 3-5)

The Part 77 Obstruction Survey will meet the following specifications:

| Runway | Part 77 Analysis Type             |
|--------|-----------------------------------|
| 7/25   | Visual-Other-Than-Utility (BV)    |
| 13/31  | Visual-Other-Than-Utility (BV)    |
| 25     | Non-Precision-Instrument-C (NPIC) |

The OCS Obstruction Survey will meet the following specifications (OCS Numbers are taken from AC-13B, Tables 3-2, 3-3, 3-4. and 3-5).

| Runway    | OCS Analysis Type                                      |
|-----------|--|
| 7, 13, 31 | OCS 4 (IFR Circling, ≥ 3/4sm Visibility Minimums)      |
| 7, 13, 31 | OCS 7 (Departure Surface)                              |
|           |  |
| 25        | OCS 5 (Vertical Guidance, ≥ 3/4sm Visibility Minimums) |
| 25        | OCS 6 (Vertical Guidance)                              |
| 25        | OCS 7 (Departure Surface)                              |

#### Part 77/OCS Collection Criteria

The obstruction-identification-surfaces, defined in the previous section, will be digitally referenced with the 3D Stereo Imagery. Utilizing the 3D imagery, trained technicians will visually examine all surfaces and collect X-Y-Z point data for objects meeting collection criteria. Collected data will then be mathematically analyzed against the surfaces using custom processes to produce a final dataset. Multiple Quality-Assurance processes are performed for obstruction data through the project life cycle to ensure accuracy and completeness. Data will be collected to fulfill the following criteria:

 A single X-Y-Z point will be collected/analyzed for any manmade or natural object penetrating a surface. The point will be placed on the highest point of the object. The X-Y location will correspond to the horizontal position of the highest portion of the object, not necessarily the geometric center or middle of the object. 2) Occasionally with Obstruction Surveys, large groups of trees or terrain (obstruction area) are found to penetrate a surface and it is not feasible or possible to collect each individual penetration. In these cases, the obstruction area will be outlined with a bounding polygon in order to represent the horizontal extents of the area. A grid will then be overlaid on the obstructing area. Within each grid sector, the highest object will be collected. Within the primary surface, the transitional surface, and within the first 5,000 feet of the approach surface, 100-foot grid spacing will be used. Within 10,000 feet of the approach surface, but outside 5,000 feet, 200-foot grid spacing will be used. 200-foot grid spacing will also be used within the horizontal surface. Within the conical surface, 500-foot grid spacing will be used.

#### Supplemental Obstacle Collection

For all existing runway ends, the Consultant will collect significant manmade and natural objects with no exemptions based on negative penetration value. The horizontal extents of the FAA AC-13B Departure Surface (OCS 7) will be used as the boundary for the collection of this raw data. Supplemental obstacle collection will be completed in the first 5,000 feet of the departure surface.

For manmade objects, all buildings, utility poles, antennas, towers, and prominent objects will be collected (small objects, such as mailboxes, posts, and utility boxes will be ignored). For roadways (including highways) and railroads, the proper Part 77 offset will be applied according to the type of vehicular traverse way (official Vehicle Service Roads will be included and NAVAID Service Roads will be excluded). For vegetation, significant singular trees will be collected to the extent possible/feasible. In large areas of dense vegetation, a bounding polygon will be drawn to show the extents of the area. A 100-foot grid will be applied and the highest vegetation point within each grid-sector will be collected.

Deliverable Format for Part 77, AC-13B OCS, and Supplemental Obstacle Data

| Deliverable   | Description   |
|---|---|
| Shapefile and CAD File  | These files will contain the following pieces of data:  1) Obstruction Surface Linework  2) Obstruction X-Y-Z Points  |
|   | <ul><li>3) Obstruction Area Polygon (if applicable)</li><li>4) Obstruction Area Grid (if applicable)</li></ul>  |
| Attributes will be included in the Shapefile as Object Data. For the CAD version, attributes will be provided in Spreadsheet Format and can be cross-referenced with the CAD file by Object Number. | Shapefiles will contain the following pieces of object data:  Object type  Northing/Easting/Elevation (MSL)  Latitude/Longitude  AGL Height (as able, for penetrating objects only)  Height-Above-Runway-End  Height-Above-Touchdown-Zone  Height-Above-Airport-Elevation  Distance-to-Runway-End  Distance-From-Runway-Centerline (and direction)  Penetration Value (if applicable)  Surface Affected and Slope (if applicable) |

## **Planimetric and Topographic Mapping Compilation**

Utilizing the aero triangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within **AREA A**. Mapping data will be compiled meeting the following specifications:

| Planimetric Data Scale | 1"=100' SCALE (CLASS II STANDARDS)       |
|------------------------|--|
| Topographic Data Scale | 2' CONTOUR INTERVAL (CLASS II STANDARDS) |

| Mapping Deliverable        | Format   |
|----------------------------|--|
| PLANIMETRIC FILE           | AUTOCAD (Other formats available upon request) |
| CONTOUR FILE               | AUTOCAD (Other formats available upon request) |
| DIGITAL-TERRAIN-MODEL FILE | AUTOCAD (Other formats available upon request) |

The CAD products defined above will be delivered to the Airport and will include, but is not limited to, the following features:

| Building Outlines       | Taxiway Edges          | Runway Edges            | Apron Edges |
|-------------------------|------------------------|-------------------------|-------------|
| Fences                  | Gates                  | Bridges                 | Poles       |
| Towers                  | Above Ground Utilities | Manholes                | Road Edges  |
| Airfield Lights         | Airfield Signs         | Airfield Paint Markings | NAVAIDs     |
| Misc Airfield Equipment | Vegetation Outlines    |                         |             |

## **Mapping Edit and GIS Formatting**

In addition to generating mapping data in CAD formats, all collected data will be edited and formatted in the appropriate AGIS format. In terms of GIS-attributes, the Consultant will be responsible for populating all geospatial-related and/or critical attributes required for upload. In general terms, the final AGIS file created by the Consultant will include both Safety-Critical and Non-Safety-Critical Data. This includes the following:

## 1) SAFETY-CRITICAL

## a. Airspace

| AC-18B Feature                   | AC-18B Section |
|----------------------------------|----------------|
| Obstacle                         | 5.5.2          |
| Obstruction Area (if applicable) | 5.5.3          |
| Obstruction ID Surface           | 5.5.4          |

#### b. Runway

| AC-18B Feature                  | AC-18B Section |
|---------------------------------|----------------|
| Runway End                      | 5.4.26         |
| Runway Profile Points           | 5.8.6          |
| Centerline Perpendicular Points | 5.8.3          |
| Touchdown Zone Elevation        | 5.8.7          |
| Airport Elevation               | 5.8.2          |

### c. NAVAIDs

| AC-18B Feature    | AC-18B Section              |
|-------------------|-----------------------------|
| Navigational Aids | All Applicable - Group 5.10 |

#### 2) NON-SAFETY-CRITICAL

#### a. Planimetric

| AC-18B Feature         | AC-18B Section              |
|------------------------|-----------------------------|
| Airfield               | All Applicable - Group 5.4  |
| Manmade Structures     | All Applicable - Group 5.10 |
| Surface Transportation | All Applicable - Group 5.13 |
| Utilities              | All Applicable – Group 5.14 |

## b. Topographic

| AC-18B Feature    | AC-18B Section |
|-------------------|----------------|
| Elevation Contour | 5.8.10         |

Final GIS data will meet the following specifications:

| GIS DATA-MODEL UTILIZED | FAA Airports-GIS ( <i>AC 150/5300-18B</i> ) |  |  |  |  |  |
|-------------------------|---|--|--|--|--|--|
| GIS DELIVERY FORMAT     | ArcGIS Shapefile                            |  |  |  |  |  |

#### Airports-GIS Data Submission and Final Reporting

All data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA's survey-file-test tool in order to ensure acceptability. A "Final Report" will be generated in accordance with FAA AC 150/5300-18B and submitted with the final project file.

## Task 6: Inventory of Existing Conditions

**Description:** The Inventory of Existing Conditions task for this focused Master Plan is primarily a data gathering task to support and inform subsequent Plan chapters and planning efforts. The brief narrative will document and describe the Airport's existing facilities and their condition

**Methodology:** This inventory will be documented with a brief written narrative. The Consultant will review existing data and design files available online, from airport management, and a project site visit. Information not readily available may be requested of the Airport and included as needed.

**Deliverables:** The Consultant will deliver a short narrative that describes and illustrates the existing airport facilities.

#### 6.1 Identification of Available Information

The Consultant will identify, review, and document data for the existing airport facilities:

- Airport background and history
- Airport Layout Plans
- Airport facilities and utilities (airside and landside)
- · Historical weather and wind data
- Regional setting and land use, including on-airport regional utility corridors
- Access to the Airport, traffic counts as available, and circulation
- · Previous environmental studies
- Documentation for Airport improvement projects

This task may include coordination with the City of The Dalles and Klickitat County to obtain existing GIS database information.

#### 6.2 Existing Facilities Review

The Consultant will conduct an on-site visual inspection, interview available staff and key tenants, and review secondary source to assess DLS-owned facilities, and non-standard and/or modifications to standard conditions. The on-site inspection will be a one-day visit involving three Consultant team members: two planners and one engineer. Components of the facility inventory to be observed and documented will include the following:

- Runway and taxiways
- Apron and ramp areas
- Corporate aviation and fixed-based operator facilities
- Hangars and on-airport buildings
- Navigational aids (NAVAIDs) and instrumentation
- Airspace type and existing instrument approaches
- · Airport access roads, circulation, and auto parking

In addition to the on-site facilities review, the Consultant will also collect the following facilities data, supplemented by DLS input when needed:

- Based aircraft by model type (to be updated by the Airport on basedaircraft.com, as appropriate, prior to development of the forecasts)
- Airport users and role
- Runway/taxiway/apron pavement conditions and design strength determined by previous studies
- Runway/taxiway/apron lighting and marking conditions
- · Fuel storage and records of use
- Hangar uses and conditions
- Number of airport equipment, such as mowing and snow removal equipment (SRE), and storage areas
- Current and proposed uses of Airport property, along with delineation of aeronautical, nonaeronautical, and vacant land

#### 6.3 Environmental Considerations and Constraints

The Consultant will do a desktop review of available environmental reports, maps, and databases to document any environmental factors and constraints that have changed since the last Master Plan. The environmental considerations and constraints inventory will be summarized in the Existing Conditions Inventory chapter.

#### 6.4 Chapter Deliverable

The draft chapter will be submitted to DLS for up to one review. It is expected that DLS will target to review this deliverable and return comments in writing within 30 days of receiving the deliverable. If DLS is unable to return comments within 30 days, it is expected they will provide a status update on when the comments will be delivered

This task includes one 1-hour virtual meeting with DLS to assist with review. Following receipt of consolidated comments in writing from DLS, the chapter will be revised and resubmitted to DLS for final approval. The final chapter will be formatted and included in the Plan as the Existing Conditions Inventory chapter.

## **Task 7: Facility Requirements**

**Description:** Required facility improvements will be identified for each Planning Activity Level (PAL) through comparison of the existing facility inventory to the aviation forecasts for operations, current and future critical aircraft, based aircraft, and fleet mix. Initiation of subtasks 7.3 to 7.7 is dependent on FAA critical aircraft determination or authorization from DLS to proceed with the portions of the facility requirements which are dependent on the critical aircraft determination.

**Methodology:** An existing facilities assessment of airside and landside facilities will be conducted according to the relevant FAA ACs and design standards to accommodate forecast activity and determine improvements required within the planning period. On-airport land use requirements and development areas will be categorized as aeronautical, non-aeronautical, and/or vacant. Opportunities and constraints associated with undeveloped DLS land will be identified, including airfield and highway access, utility infrastructure, and proximity to other land uses.

**Deliverables:** The facility requirements will be documented using written narrative, tables, and graphics as a chapter in the Plan describing recommendations for airside and landside facilities and used to inform and develop alternatives.

#### 7.1 Critical Aircraft

Based on the FAA AC 150-5000-17 Critical Aircraft, the Consultant will determine the current and future critical aircraft for Runway 13/31 and Runway 7/25 using at least the last 12 months of operational activity and consult the current FAA-approved aviation forecast if provided by the Airport Sponsor. However, because the base year for the current FAA-approved aviation forecast had a base year of 2009 and only forecasts through 2030, the Consultant will also discuss current tenant trends, review operations data, and use the Traffic Flow Management System Counts (TFMSC) to help determine the current and future critical aircraft at DLS. The current and future critical aircraft will be provided to the ADO for review and approval. Since no formal forecast will be developed for this scope, the critical aircraft determination will be documented in the ALP approval letter.

### 7.2 Wind Coverage

The Consultant will determine wind coverage on existing runways (Runway 13/31 and Runway 7/25) for the 20-year planning horizon, develop wind rose tables, and determine whether the crosswind runway (Runway 7/25) is eligible using the FAA's wind rose generation tool, guidance from the 8/2024 PGL on legacy crosswind runways and ADSB data from DLS. As necessary, the Consultant will support DLS with providing additional documentation support based on further FAA guidance.

#### 7.3 Airfield Facility Requirements

The Consultant will conduct an existing facilities assessment of the airfield to determine its capacity, limitations, and required geometry. The following items will be considered:

- Airfield Capacity: Calculate the Annual Service Volume (ASV) based on FAAAC 150/5060-5 Airport Capacity and Delay.
- Runway Design Standards: Assess current design code and standards on existing runway for compliance and highlight any non-standard surfaces or geometry.
  - Recommend immediate correction of any non-standard design elements capable of being attained through maintenance, independent of any runway alteration.
  - o Determine required runway length based on future critical aircraft and current fleet mix.

- Determine required runway weight-bearing capacity based on future critical aircraft and current fleet mix.
- Runway Obstacle Clearance Surfaces (OCS): Evaluate OCS surfaces for obstructions based on AGIS object data (acquired in Task 5).
  - This task will evaluate the Runway Safety Area Inventory (RSAI), and Runway Safety Area
     Determination (RSAD) based on the existing RDC.
- Runway Protection Zones (RPZ): An RPZ analysis will be conducted to help mitigate any
  incompatible land uses. The RPZ analysis will identify land outside Airport control.
- Runway and Taxiway Design Standards: Assess geometry and taxiway design group standards for compliance and depict any non-standard surfaces or geometry.
- Airfield Pavement: Determine need for airfield pavement rehabilitation.

#### 7.4 On-Airport Land Use Analysis

After airside facilities, safety and clear areas, and setbacks for safe and efficient aeronautical activity are determined, the Consultant will complete an on-airport land use analysis to determine acceptable areas for aeronautical and non-aeronautical use.

#### 7.5 General Aviation (GA) Facility Requirements

The Consultant will evaluate the GA areas (hangars and aprons) according to their ability to meet existing and future demand by reviewing current layouts, access, aircraft parking and circulation, and potential development opportunities. The Consultant will analyze the real versus perceived demand for hangars.

- **Hangar Areas:** Determine development areas and capacities of any recommended hangars. Recommendation will also be made of future airport-owned hangar type and location.
- **Apron Areas:** Determine need for reconfiguration or expansion of aircraft parking, loading, and maneuvering areas.
- **Aviation Fuel Storage:** Determine the size and type of fuel storage to meet regulations, permits, and future demand.

#### 7.6 Landside Facility Requirements

Landside areas to be analyzed in detail include a future terminal facility and support facilities as described in the following subtasks.

- **Terminal Facility:** The Consultant will evaluate the location of a future terminal facility throughout the 20-year planning horizon including parking, access, and circulation.
- **Owned Property**: This task will analyze existing land owned by the Airport, to evaluate how some of the land can be opened for land lease and development. This task will help evaluate the airport's capacity for aeronautical and non-aeronautical revenue generation on existing airport assets.
- **Support Facilities**: This task will include a desktop facility conditions assessment to evaluate the need for expanded facilities supporting the Airport's operational needs, including airport maintenance and equipment storage, ARFF facility, and SRE storage.

#### 7.7 Chapter Deliverable

The draft chapter will be submitted to DLS for up to one review. It is expected that DLS will target to review this deliverable and return comments in writing within 30 days of receiving the deliverable. If DLS is unable to return comments within 30 days, it is expected they will provide a status update on when the comments will be delivered.

This task includes one 1-hour virtual meeting with DLS to assist with review. Following receipt of consolidated comments in writing from DLS, the chapter will be revised and re-submitted to DLS for final approval. The chapter will be formatted and included in the Plan as the Facility Requirements chapter.

## **Task 8: Alternatives Development and Evaluation**

**Description:** Alternatives will be identified and graphically depicted. The preferred alternative will identify the recommended course of action for the Airport over the 20-year planning period.

**Methodology:** Alternatives will be developed with DLS, stakeholder, and FAA input according to relevant design standards and evaluated based on the critical aircraft, facility requirements, facility impacts, environmental impacts, economic/revenue potential.

**Deliverables:** Up to two Alternatives, plus the no-build alternative will be presented as part of the Plan with graphic illustrations, supplemented with written narrative, and tables and charts, as necessary. The preferred alternative will be identified and the Airport's ALP and Capital Improvement Program (CIP) will be updated based on the preferred alternative in future tasks. The preferred alternative will be conceptual and subject to further refinement during subsequent project elements beyond this scope.

#### 8.1 Airfield and Airspace

The Consultant will evaluate the runway and taxiway system and develop alternatives for improvement, maintenance and safety corrections based on the future critical aircraft.

No changes to instrument approach procedures, airfield lighting systems, and navigational aids are expected. No runway protection zone memorandum detailing compliance with FAA land use compatibility guidelines will be prepared as part of this Plan. If a runway protection zone memorandum is required, it will be completed separately to this project..

## 8.2 General Aviation Development Alternatives

The goal of the following tasks is to identify the most cost-effective solutions for meeting long-term general aviation (GA) and tenant needs. Key subtasks identified for development alternatives are described below. Up to three alternatives for each area will be identified and evaluated. The preferred alternative may be a combination of the alternatives.

- Hangar Area Alternatives: Produce a phased hangar development plan, depicting options for hangar configurations of various sizes (T-hangars, box hangars, and corporate hangars) on different airport sites, as well as establish a realistic roadmap for incentivizing hangar construction based on true and perceived hangar demand.
- **Aviation Fuel Storage Alternatives**: Determine fuel storage size and location to best meet the future demand for aviation fuels at the Airport.

#### 8.3 Terminal and Landside Facility Alternatives

Landside areas to be analyzed in detail include airport access, security, and support facilities as described in the following subtasks. Up to three alternatives will be identified for landside alternatives and evaluated. The preferred alternative may be a combination of the alternatives.

- Passenger Terminal Facility: The Consultant will develop the preferred location for a passenger terminal facility throughout the 20-year planning horizon including parking, access, and circulation. This will be a space planning effort to determine the overall size and location of a future terminal facility. This task will not include renderings, internal design, or detailed access, circulation or parking.
- Owned Property: This task will develop a phased development plan to support the future development or replacement of DLS landside properties over time based on the market demand and land use type.
- **Support Facilities**: This task will identify the most effective location for facilities supporting the Airport's operational needs as noted in Task 7.

#### 8.4 Chapter Deliverable

The draft chapter will be submitted to DLS for up to one review. It is expected that DLS will target to review this deliverable and return comments in writing within 30 days of receiving the deliverable. If DLS is unable to return comments within 30 days, it is expected they will provide a status update on when the comments will be delivered.

This task includes one 1-hour virtual meeting with DLS to assist with review. Following receipt of consolidated comments in writing from DLS, the chapter will be revised and resubmitted to DLS for final approval. The chapter will be formatted and included in the Plan as the Alternatives Development chapter.

## Task 9: Facilities Implementation Plan and Financial Planning

**Description:** The CIP Facilities Implementation and Phasing Plan will provide planning-level cost estimates, phasing, and identification of potential funding sources for the preferred alternatives.

**Methodology:** Potential federal, state, and local funding sources will be identified while planning-level cost estimates will be developed using industry standards and best available data on material costs and inflation at the time of projections.

**Deliverables:** Implementation and phasing will include updating the CIP for ultimate submittal to the FAA to reflect the cost estimates and phasing for the preferred alternative facilities.

#### 9.1 Cost Estimates

The Consultant team will develop planning-level cost estimates for the recommended improvements to be undertaken within the Airport's 5-year CIP. The financial feasibility of the development program will be analyzed, and a financial plan will be created based on those improvements to be undertaken within the Airport's 5-year CIP. Order of magnitude costs will be developed for mid-term and long-term projects.

#### 9.2 CIP Development

The Consultant will update the CIP to match the project phasing with anticipated financial resources such as grant funding for projects identified in the implementation phasing plan. Projects will be separated into phases, if needed, to address planning, environmental, design, construction stages. Planning-level cost estimates for the preferred development plans will also be adjusted for inflation, as sourced from the U.S. Bureau of Labor Statistics.

This task will consider whether the proposed projects compete well for discretionary funding. Funding sources will be identified based on project eligibility and timing of availability of use of funds to determine the best funding source for each project. DLS management will be consulted to develop appropriate projection assumptions. A draft CIP will be developed for review and approval by DLS. It is expected DLS will target to review and return written comments within 30 days of receiving the draft CIP. If DLS is unable to return comments within 30 days, it is expected they will provide a status update on when comments will be delivered.

#### 9.3 Airport Capital Improvement Program

The Consultant will prepare the DLS Airport Capital improvement Program (ACIP) in 2026. The task will include preparing data sheets for each project and preparing the overall Excel file for DLS to submit to FAA. This task will be performed in July 2026 and will use best available data. A new FAA form will be sent to all Airport Sponsors in early June for the 2026 ACIP.

#### 9.4 Implementation Phasing Plan

This task will develop an implementation phasing plan for projects within the preferred alternative. This effort will prioritize those projects based on the condition of existing facilities, availability of funding sources, and future activity projections. The presentation of the phasing plan will organize the timing of the recommended improvements based on short-term (5-year), mid-term (10-year), and long-term (20-year) demands. The implementation plan will also include planning and environmental process triggers for each capital project, to ensure proper sequencing of improvements. The first five years of the CIP are more critical and will be more detailed than the mid- and long-term CIP. The Consultant will develop up to two iterations of the implementation phasing plan.

## 9.5 Chapter Deliverable

A draft chapter will be created for inclusion in the Plan that will contain a summary narrative with tables and graphics describing the phasing plan and the overall 20-year CIP. The draft chapter will include the following components:

- Preferred Alternative project phasing plan
- General summary of project descriptions
- Estimated project development planning-level order of magnitude cost estimates
- Estimated implementation schedule and timing of key projects
- Identification of interrelated projects or special considerations for implementation

The draft chapter will be submitted to DLS for up to one review. It is expected that DLS will target to review this deliverable and return comments in writing within 30 days of receiving the deliverable. If DLS is unable to return comments within 30 days, it is expected they will provide a status update on when the comments will be delivered.

This task includes one 1-hour virtual meeting with DLS to assist with review. Following receipt of consolidated comments in writing from DLS, the chapter will be revised and resubmitted to DLS for final approval. The chapter will be formatted, and final draft will be included in the Plan as the CIP, Facilities Implementation, and Phasing chapter.

## Task 10: Airport Layout Plan Drawing Set

**Description:** Consultant will update its electronic ALP files of the Airport to include as-built information for any projects completed since the last ALP approval. Existing proposed airfield facilities will be evaluated based upon guidelines in FAA AC 150/5300-13B, Change 1, Airport Design. Data tables will be updated and expanded to reflect current FAA design nomenclature. ALP drawings will be formatted to be consistent with the SOP 2.00 checklists.

**Methodology:** The Consultant will update the ALP to reflect the current AGIS survey data, airfield conditions and data, runway and taxiway design surfaces, and future projects analyzed as part of the focused Master Plan Update. Data to be integrated into the ALP including:

- Runway end coordinates
- Runway elevations
- Building elevations
- Topographical contours
- Airspace Plan (objects analysis)

**Deliverables:** The Consultant will produce a draft and final ALP as part of the appendix that meets SOP 2.00 requirements and is signed and approved by the Airport and the FAA. The ALP will include the core ALP sheets, building area plans, runway profiles, full airspace plan with AGIS object integration, land use plan, and Exhibit 'A' property map.

The draft ALP will be submitted to DLS and FAA for up to one review by DLS and one review by the FAA. It is expected DLS and FAA will target to review and provide their consolidated written comments in a marked-up PDF within 120 business days of receiving the draft ALP. If DLS and FAA are unable to return comments within 120 business days, it is expected they will provide a status update on when comments will be delivered.

This task includes one 1-hour virtual meeting with the DLS and the FAA if necessary. Following receipt of consolidated comments in writing from DLS and FAA, the ALP will be revised, and the final ALP will be produced. The Consultant will facilitate with DLS staff to acquire signatures and submit to DLS and FAA for final approval and stamps.

#### 10.1 Airport Layout Plan Drawing Sheets

The ALP contains a set of drawing sheets produced in accordance with FAA AC 13B, Airport Design, and guidance in 2013 ALP Review Checklist (ARP Standard Operations Procedures (SOP) No. 2.00) and Exhibit 'A' Review Checklist (ARP SOP NO. 3.00). The ALP is not intended to provide engineering accuracy.

| Coro ALD            | Chapt 1  | Index                            |  |  |  |  |
|---------------------|----------|----------------------------------|--|--|--|--|
| Core ALP            | Sheet 1  | Index                            |  |  |  |  |
|                     | Sheet 2  | Airport Layout Plan              |  |  |  |  |
|                     | Sheet 3  | Ultimate Airport Layout Plan     |  |  |  |  |
|                     | Sheet 4  | Airport Data Sheet               |  |  |  |  |
| Airspace Plan       | Sheet 5  | Part 77 Airspace Plan            |  |  |  |  |
|                     | Sheet 6  | Runway 13/31 Outer Approach      |  |  |  |  |
|                     | Sheet 7  | Runway 7/25 Outer Approach       |  |  |  |  |
|                     | Sheet 8  | Part 77 Airspace Profiles        |  |  |  |  |
|                     | Sheet 9  | Runway 13/31 Inner Approach      |  |  |  |  |
|                     |          | Plan and Profiles                |  |  |  |  |
|                     | Sheet 10 | Runway 7/25 Inner Approach       |  |  |  |  |
|                     |          | Plan and Profiles                |  |  |  |  |
|                     | Sheet 11 | Departure Surfaces               |  |  |  |  |
| Building Area Plans | Sheet 12 | Terminal Area Plan - East        |  |  |  |  |
|                     | Sheet 13 | Terminal Area Plan - West        |  |  |  |  |
| Runway Profile      | Sheet 14 | Runway Centerline Profiles       |  |  |  |  |
| Land Use            | Sheet 15 | Airport Land Use Drawing         |  |  |  |  |
| Property Map        | Sheet 16 | Airport Exhibit "A" Property Map |  |  |  |  |

<sup>\*</sup> The Consultant team will not perform boundary surveys as part of this ALP and Master Plan effort. If individual airport parcels are lacking FAA required information, the Airport will be responsible for obtaining that information and reporting it to the Consultant team for inclusion in the Exhibit 'A.'

#### Core ALP

The Layout Plan Drawing is the main sheet in the set. This sheet gets signed by FAA after approval. The Layout Plan shows all existing development and future projects from the Master Plan with runway and airport design surfaces. The Index sheet provides contents of each sheet and the location of DLS. The Data sheet includes information of DLS runways, taxiways, wind coverage, and other data required by the FAA SOP Checklist in table format.

#### Airspace Plan

A new Airspace Plan will be created using data from the AGIS task. The Airspace Plan will reflect the existing and future airfield configuration in plan and profile view. The drawing will depict the FAR Part 77 airspace surfaces, threshold siting surfaces, departure surfaces, and inner approach surfaces for each runway end. The Airspace Plan is anticipated to require at least six sheets to effectively present the data.

The AGIS survey will provide a higher level of confidence about the location and elevation of objects near the Airport. Trees and other objects will be illustrated in plan and profile viewports. The Object Data Tables will document obstructions with the amount of penetration to each pertinent airspace surface and disposition.

#### **Building Area Plans**

The Building Area Plan will provide more detail to existing and future development areas, with building elevations, dimensions, and other design surfaces.

#### Runway Centerline Profile

The existing and future runways for both 13/31 and 7/25 will be illustrated on the Runway Centerline Profile sheet. The Profile sheet illustrates the effective gradients for each runway, line-of-sight requirements, and the runway safety area

gradient beyond the runway end. If declared distances are found to be necessary, these will also be illustrated on this sheet.

#### Airport Land Use Drawing

The Land Use sheet will illustrate both on- and off-airport land uses.

#### Airport Exhibit 'A' Property Map

The Exhibit 'A' Property Map will be updated to account for the two parcels that have been released from the airport since the last Exhibit 'A' Property Map has been updated.

#### 10.2 Draft ALP - FAA Review

The Consultant will prepare the ALP and ALP Checklists (ARP SOP No. 2.00 and 3.00) with a cover letter for submittal. The checklist will be used to verify the ALP set conforms to FAA content and graphical standards. The draft ALP drawings will be prepared electronically in colored drawing format using Autodesk Civil 3D (AutoCAD) and plotted on a 24" x 36" sheet. The ALP drawings will be converted to PDF file format for review and will be no larger than 500MB. The Consultant developing the ALP will review the ALP data sheets with the ADO before submitting. A narrative report will not be created.

#### 10.3 Final ALP

The Consultant will prepare the final draft ALP set for delivery to the FAA for review. The ALP drawing set will be smaller than 500MB. Edits will be completed by the Consultant based on comments received from the FAA. The ALP drawings will be prepared electronically in colored drawing format using Autodesk Civil 3D (AutoCAD) and plotted on a 24" x 36" sheet. The ALP drawings will be converted to PDF file format for review and deliverables. The ALP plan and checklists will be documented in an appendix to the Master Plan.

### **Task 11: Documentation**

**Description:** This task describes the format and delivery method of the final Plan.

**Methodology:** The format of the Plan will be determined through discussions with DLS staff but will be based on the information conveyed in each chapter.

**Deliverable:** The Consultant will prepare an electronic version of the final Plan which will be delivered to DLS and the FAA through email or cloud share. The ALP file will be no larger than 500MB. No hard copies of the entire Master Plan will be produced, however one hard copy of the Airport Layout Plan will be drafted for the FAA and for the Airport at their request (up to two total).

#### 11.1 Final Master Plan Report

The Consultant will produce the final Master Plan report which will summarize the planning process and document the findings of the elements outlined in this scope. The Consultant will produce the final Plan in digital format (PDF) and distribute files to DLS and FAA. Efforts included in this task include final formatting and editing of the Plan, file management, and file delivery.

The Plan will include a brief Executive Summary, up to four pages, which will summarize the Plan, process, and preferred alternatives. The Executive Summary will also be produced as a PDF and shared electronically.

#### 11.2 Appendices

Appendices are technical elements that do not fit into the Plan narrative. The appendices preserve detailed documentation for future use. Effort associated with appendix preparation includes organizing, formatting, and QA/QC.

The following is an initial list of expected appendices as part of the Plan:

- Outreach Report
- Chapter Technical Memorandums
- TMFSC Data

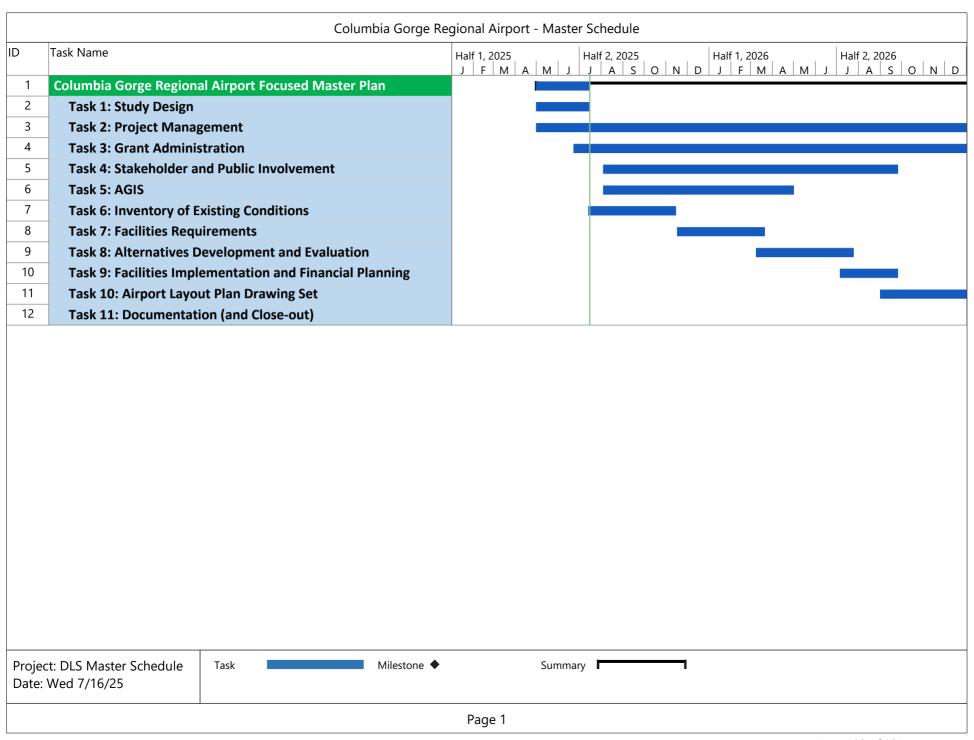
## Exhibit B – Fee Estimate

# FEE ESTIMATE AIRPORT MASTER PLAN

|           | 2025 COLUMBIA GORGE AIRPORT MASTER PLAN      |           |          |                 |          | MFA FEE   | PAE FEE    |          |       |                   |             |  |
|-----------|--|-----------|----------|-----------------|----------|-----------|------------|----------|-------|-------------------|-------------|--|
|           |  | Principal | Project  | Senior          | Airport  | Assistant | CADD       | Admin.   |       |                   |             |  |
|           |  | In Charge | Manager  | Airport Planner | Engineer | Planner   | Technician | Support  |       |                   |             |  |
|           | Charge Rates                                 | \$355.00  | \$323.00 | \$289.00        | \$227.00 | \$180.00  | \$163.00   | \$125.00 | Hours | Total Labor       |             |  |
| ask       | Task Description                             |           |          |                 |          |           |            |          |       |                   |             |  |
| Element 1 | STUDY DESIGN                                 |           |          |                 |          |           |            | T        |       |                   |             |  |
| 1.1       | Scoping Meetings                             | 0         | 4        | 0               | 0        | 0         | 0          | 0        | 4     | \$1,292.00        |             | \$719.4                                |
| 1.2       | Draft Scope of Services                      | 0         | 10       | 0               | 0        | 0         | 0          | 4        | 14    | \$3,730.00        |             | \$959.2                                |
| 1.3       | Final Scope, Fee, Schedule and Contracting   | 2         | 12       | 0               | 0        | 0         | 0          | 8        | 22    | \$5,586.00        |             | \$1,124.0                              |
|           | Task Budget:                                 | 2         | 26       | 0               | 0        | 0         | 0          | 12       | 40    | \$10,608.00       |             | \$2,802.6                              |
|           |  |           |          |                 |          |           |            |          |       |                   |             |  |
| Element 2 | PROJECT MANAGEMENT                           |           |          |                 |          |           |            |          |       |                   |             |  |
| 2.1       | Project Administration                       | 0         | 72       | 0               | 0        | 0         | 0          | 9        | 81    | \$24,381.00       | \$6,790.00  | \$11,065.2                             |
|           | Airport Coordination                         | 0         | 60       | 0               | 0        | 0         | 0          | 0        | 60    | \$19,380.00       |             | \$4,316.4                              |
| 2.3       | FAA Coordination                             | 0         | 10       | 0               | 0        | 0         | 0          | 0        | 10    | \$3,230.00        |             | . ,, , , , , , , , , , , , , , , , , , |
|           | QA/QC  | 8         | 16       | 25              | 0        | 0         | 0          | 0        | 49    | \$15,233.00       |             |  |
|           | Task Budget:                                 | 8         | 158      | 25              | 0        | 0         | 0          | 9        | 200   | \$62,224.00       | \$6,790.00  | \$15,381.6                             |
|           | Tush Budget.                                 |           | 100      | 20              |          |           |            | , ,      | 200   | <b>402,224.00</b> | ψ0,1 30.00  | Ψ10,001.0                              |
| Element 3 | GRANT SUMMARY                                |           |          |                 |          |           |            |          |       |                   |             |  |
| 3.1       | Grant Application                            | 0         | 4        | 0               | 0        | 20        | 0          | 2        | 26    | \$5,142.00        |             | \$0.0                                  |
|           |  |           |          |                 |          |           |            |          |       |                   |             | φυ.υ                                   |
| 3.2       | Grant Closeout Report                        | 0         | 4        | 0               | 0        | 8         | 0          | 2        | 14    | \$2,982.00        |             | 40.0                                   |
|           | Task Budget:                                 | 0         | 8        | 0               | 0        | 28        | 0          | 4        | 40    | \$8,124.00        |             | \$0.0                                  |
|           |  |           |          |                 |          |           |            |          |       |                   |             |  |
|           | STAKEHOLDER AND PUBLIC INVOLVEMENT PROGRAM   |           |          |                 |          |           |            |          |       |                   |             |  |
| 4.1       | Airport Board Coordination                   | 0         | 6        | 0               | 0        | 6         | 0          | 0        | 12    | \$3,018.00        | \$3,385.00  | \$1,918.4                              |
| 4.2       | Technical Advisory Committee                 | 0         | 16       | 0               | 0        | 8         | 0          | 0        | 24    | \$6,608.00        | \$15,480.00 | \$8,632.8                              |
| 4.3       | Open Houses                                  | 0         | 12       | 0               | 0        | 8         | 0          | 0        | 20    | \$5,316.00        | \$19,420.00 | \$2,877.6                              |
|           | Outreach Report                              | 0         | 4        | 0               | 0        | 0         | 0          | 0        | 4     | \$1,292.00        | \$4,430.00  |  |
|           | Task Budget:                                 | 0         | 38       | 0               | 0        | 22        | 0          | 0        | 60    | \$16,234.00       | \$42,715.00 | \$13,428.8                             |
| Element 5 | AIRPORT GEOGRAPHIC SURVEY (AGIS)             |           |          |                 |          |           |            |          |       |                   |             | MTZ this whole task                    |
| 5.1       | Airport Geographic Information Survey (AGIS) | 0         | 0        | 0               | 0        | 0         | 700        | 0        | 700   | \$102,319.51      |             |  |
|           | Task Budget:                                 | 0         | 0        | 0               | 0        | 0         | 700        | 0        | 700   | \$102,319.51      |             | \$0.0                                  |
|           |  |           |          |                 |          |           |            |          |       |                   |             |  |
| Element 6 | INVENTORY OF EXISTING CONDITIONS             |           |          |                 |          |           |            |          |       |                   |             |  |
| 6.1       | Identification of Available Information      | 0         | 6        | 4               | 0        | 20        | 0          | 0        | 30    | \$6,694.00        |             | \$3,152.00                             |
| 6.2       | Existing Facilities Review                   | 0         | 8        | 4               | 0        | 20        | 0          | 0        | 32    | \$7,340.00        |             | \$2,877.60                             |
| 6.3       | Environmental Considerations and Contraints  | 0         | 2        | 2               | 0        | 6         | 20         | 0        | 30    | \$5,564.00        |             | \$0.00                                 |
| 6.4       | Chapter Deliverable                          | 2         | 2        | 0               | 0        | 0         | 0          | 0        | 4     | \$1,356.00        |             | \$719.40                               |
|           | Task Budget:                                 | 2         | 18       | 10              | 0        | 46        | 20         | 0        | 96    | \$20,954.00       |             | \$6,749.0                              |
| F14 F     |  |           |          |                 |          |           |            |          |       |                   |             |  |
|           | FACILITIES REQUIREMENTS  Critical Aircraft   | _         |          | 0               | 0        | 40        |            |          | 00    | ØF 022 02         |             |  |
| 7.1       | Critical Aircraft                            | 0         | 2        | 8               | 0        | 16        | 0          |          | 26    | \$5,838.00        |             |  |
| 7.2       | Wind Coverage                                | 0         | 8        | 4               | 0        | 16        | 0          |          | 28    | \$6,620.00        |             |  |
|           | Airfield Facility Requirements               | 0         | 4        | 4               | 0        | 16        | 0          |          | 24    | \$5,328.00        |             |  |
|           | On-Airport Land Use Analysis                 | 0         | 2        | 4               | 0        | 0         | 0          |          | 6     | \$1,802.00        |             |  |
| 7.5       | General Aviation Facility Requirements       | 0         | 4        | 4               | 0        | 16        | 0          |          | 24    | \$5,328.00        |             |  |
| 7.6       | Landside Facility Requirements               | 0         | 16       | 16              | 10       | 25        | 0          |          | 67    | \$16,562.00       |             |  |

# FEE ESTIMATE AIRPORT MASTER PLAN

|                        | 2025 COLUMBIA GORGE AIRPORT MASTER PLAN   |                  | MEAD & HUNT FEE |                 |          |   |            |            |       |                                 | MFA FEE     | PAE FEE                 |
|------------------------|---|------------------|-----------------|-----------------|----------|---|------------|------------|-------|---------------------------------|-------------|-------------------------|
|                        |   | Principal        | Project         | Senior          | Airport  | Assistant                                 | CADD       | Admin.     |       |                                 |             |                         |
|                        |   | In Charge        | Manager         | Airport Planner | Engineer | Planner                                   | Technician | Support    |       |                                 |             |                         |
|                        | Charge Rates  | \$355.00         | \$323.00        | \$289.00        | \$227.00 | \$180.00                                  | \$163.00   | \$125.00   | Hours | Total Labor                     |             |                         |
| 7.7                    | Chapter Deliverable   | 2                | 4               | 0               | 0        | 8   | 20         |            | 34    | \$6,702.00                      |             | \$719.0                 |
|                        | Task Budget:  | 2                | 40              | 40              | 10       | 97  | 20         | 0          | 209   | \$48,180.00                     |             | \$719.00                |
| Element 8              | ALTERNATIVES DEVELOPMENT AND EVALUATION   |                  |                 |                 |          |   |            |            |       |                                 |             |                         |
| 8.1                    | Airfield and Airspace   | 0                | 8               | 6               | 0        | 20  | 0          |            | 34    | \$7,918.00                      |             |                         |
| 8.2                    | General Aviation Development Alternatives   | 0                | 8               | 6               | 0        | 20  | 0          |            | 34    | \$7,918.00                      |             |                         |
| 8.3                    | Landside Facility Alternatives  | 0                | 16              | 20              | 0        | 30  | 0          |            | 66    | \$16,348.00                     |             |                         |
| 8.4                    | Chapter Deliverable   | 2                | 4               | 4               | 0        | 10  | 25         |            | 45    | \$9,033.00                      |             | \$719.0                 |
|                        | Task Budget:  | 2                | 36              | 36              | 0        | 80  | 25         | 0          | 179   | \$41,217.00                     |             | \$719.00                |
| Element 9              | FACILITIES IMPLEMENTATION PLAN AND FINANCIAL PLANNING   |                  |                 |                 |          |   |            |            |       |                                 |             |                         |
| 9.1                    | Cost Estimates  |                  |                 |                 |          |   |            |            | 0     | \$0.00                          |             | \$11,543.2              |
| 9.2                    | CIP Development   |                  |                 |                 |          |   |            |            | 0     | \$0.00                          |             | \$1,438.8               |
| 9.3                    | Airport Capital Improvement Program   |                  |                 |                 |          |   |            |            | 0     | \$0.00                          |             | \$3,806.4               |
|                        | Implementation Phasing Plan   |                  |                 |                 |          |   |            |            | 0     | \$0.00                          |             | \$1,438.8               |
| 9.4                    |   |                  |                 |                 |          |   |            |            |       |                                 |             |                         |
| 9.5                    | Chapter Deliverable Task Budget:  | 1<br>1           | 8               | 0               | 0        | 0   | 0          | 0          | 9     | \$2,939.00<br><b>\$2,939.00</b> |             | \$1,337.2<br>\$19,564.4 |
|                        | Task buuget.  |                  | 0               | 0               |          | U   | U          | 0          | 9     | \$2,939.00                      |             | \$ 19,504.4t            |
| Element 1              | 0 AIRPORT LAYOUT PLAN DRAWING SET   |                  |                 |                 |          |   |            |            |       |                                 |             |                         |
| 10.1                   | Airport Layout Plan Drawing Sheets  | 4                | 10              | 30              | 0        | 0   | 120        | 0          | 164   | \$32,880.00                     |             |                         |
| 10.2                   | Draft ALP - FAA Review  | 4                | 10              | 25              | 0        | 0   | 60         | 0          | 99    | \$21,655.00                     |             | \$1,438.0               |
| 10.3                   | Final ALP   | 4                | 6               | 20              | 0        | 0   | 20         | 0          | 50    | \$12,398.00                     |             |                         |
|                        | Task Budget:  | 12               | 26              | 75              | 0        | 0   | 200        | 0          | 313   | \$66,933.00                     |             | \$1,438.00              |
| Flement 1              | 1 DOCUMENTATION   |                  |                 |                 |          |   |            |            |       |                                 |             |                         |
| 10.1                   | Final Master Plan Report  | 2                | 6               | 4               | 0        | 16  | 0          | 16         | 44    | \$8,684.00                      |             |                         |
| 10.2                   | Appendicies   | 0                | 2               | 2               | 0        | 0   | 0          | 8          | 12    | \$2,224.00                      |             |                         |
|                        | Task Budget:  | 2                | 8               | 6               | 0        | 16  | 0          | 24         | 56    | \$10,908.00                     |             | \$0.00                  |
|                        | Tash Duuyet.  |                  | 0               | 0               | U        | 10  | U          | <b>- 4</b> | 36    | φ10,300.00                      |             | \$0.00                  |
|                        | Totals  | 31               | 366             | 192             | 10       | 289                                       | 965        | 49         | 1902  | \$ 390,641                      | \$49,505.00 | \$60,802.4              |
| Expenses<br>In-House I | (travel, per diem, etc.)<br>Plots & Report Printing - Draft & Final Plan Sets & Reports (See Document Production Summary) |                  |                 |                 |          | \$ 6,972.80<br>\$ 1,400.00<br>\$ 8,372.80 |            |            |       |                                 |             |                         |
|                        |   |                  |                 |                 |          |   |            |            |       |                                 |             |                         |
|                        | Total   | Project Estimate | \$ 509,321      |                 |          |   |            |            |       |                                 |             |                         |





## MEAD AND HUNT, INC. PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

#### Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

#### Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable,

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unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to <a href="mailto:accountsreceivable@meadhunt.com">accountsreceivable@meadhunt.com</a> is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10. Termination.

#### Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance

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with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute. regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

## Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

#### Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

## Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

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#### Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

#### Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

#### Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

## Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated bankrupt has an assignee, referee, receiver or trustee appointed in any creditor action has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

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In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

#### **Article 11. Notice to Parties**

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Kevin Nuechterlein, MPA, CM

Jeff Renard, Airport Manager

318 First Avenue S, Suite 205

Seattle, WA 98104

kevin.nuechterlein@meadhunt.com

Client Project Manager:

Jeff Renard, Airport May, PO Box 285

Dallesport WA 98617

manager@flycgra.com

For Notices made pursuant to Article 12: For Notices made pursuant to Article 12: Legal Department: Mead and Hunt, Inc. Client Legal Department (optional)

6737 W Washington Street, Suite 3500 Address
West Allis, WI 53214 Address
notices@meadhunt.com Email

#### **Article 12. Dispute Resolution**

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

#### Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the

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Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

#### Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

#### Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

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#### Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

#### A. Worker's Compensation:

of a form and in an amount as required by state law

#### B. Employer's Liability:

\$1,000,000 each accident

\$1,000,000 disease, each employee

\$1,000,000 disease, policy limit

#### C. Automobile Liability (including all owned, hired and non-owned vehicles):

\$1,000,000 each accident

#### D. Commercial General Liability (bodily injury and property damage — combined single limit):

\$1,000,000 each incident

\$2,000,000 annual aggregate

#### E. Errors and Omissions:

\$5,000,000 each incident \$10,000,000 annual aggregate

#### Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

#### Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

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Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

#### Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

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Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

#### Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

#### Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

#### Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

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Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has <u>not</u> conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

#### **Article 23. Third Party Rights**

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

#### Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

#### Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

#### Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

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#### Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

#### Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

#### Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

#### **Article 30. Contract Amendments**

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

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IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which when taken together shall constitute one and the same agreement. The parties agree that a counterpart of this Agreement may be executed by a party and then delivered to the other party by facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original counterpart. The signatories below represent that they are duly authorized by the business entities they represent to sign this Agreement. The effective date of this Agreement is the later of the signature dates below.

| Client: CITY OF THE DALLES, OREGON |                |                      |
|------------------------------------|----------------|----------------------|
| Name:                              | Title          | Date                 |
| Mead and Hunt, Inc.:               |                |                      |
| Name: Kevin Mulcaster              | Vice President | July 7, 2025<br>Date |

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#### CITY of THE DALLES



313 COURT STREET THE DALLES, OREGON 97058

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

## AGENDA STAFF REPORT

**AGENDA LOCATION:** Item #11A

**MEETING DATE:** July 28, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Jonathan Kara, City Attorney

Nikki Lesich, Codes Enforcement Officer

**ISSUE**: Adoption of General Ordinance No. 25-1416, an ordinance

amending certain provisions of The Dalles Municipal Code

Chapter 5.24 (Noxious Vegetation)

**BACKGROUND:** From time to time, the City's Codes Enforcement Division coordinates with the City Attorney's Office to support enforcement efforts by reviewing and enhancing provisions of The Dalles Municipal Code for legal sufficiency and administrative improvements.

Most recently, the Codes Enforcement Division identified an increase in the number of repeat violations of TDMC Chapter 5.24 (*Noxious Vegetation*) occurring on the same properties within a one-year period, which has placed a disproportionate administrative burden on the City's enforcement abilities—plainly, some property owners seem to regard the City as their own property manager and consider some of these relatively modest penalties as the City's property management fee.

Accordingly, the Codes Enforcement Division recommends increasing the penalties for repeated violations of TDMC Chapter 5.24 to deter violations, improve compliance, enhance the City's governmental efficiencies, and mitigate nuisances and fire hazards for our community.

Currently, within a one-year period, the Municipal Court may issue a penalty between \$100.00-\$250.00 (for a first offense) and a penalty between \$250.00-\$500.00 (for a second or more offenses).

In an effort to deter repeat violations and lessen the administrative burden, the proposed Ordinance would increase the Municipal Court's authority to impose fines for violations

of TDMC Chapter 5.24 occurring on the same property within a one-year period as follows:

- First violation \$165 (presumptive) and \$500 (maximum)
- Second violation \$265 (presumptive) and \$1,000 (maximum)
- Third+ violations \$440 (presumptive) and \$2,000 (maximum)

The Municipal Court would have the discretion to penalize violations with a specific fine on a case-by-case basis. The *presumptive* amounts above are effectively the *default* amount. Put another way, if the Court finds someone's first violation to be the result of a benign oversight (i.e., travelling abroad and simply forgot to coordinate yard trimming), the Court would likely impose a penalty of \$165; however, if that violation occurred despite the property owner receiving ample notice and opportunity to correct the noxious vegetation nuisance on their property, the Court could find good cause to impose a penalty of up to \$500 for that violation.

<u>BUDGET IMPLICATIONS</u>: Modest revenue increase commensurate with the increased penalties.

### **COUNCIL ALTERNATIVES:**

- 1. <u>Staff Recommendation</u>: *Move to adopt General Ordinance No. 25-1416, as presented, by title only.*
- 2. Make minor modifications to then move to adopt General Ordinance No. 25-1416, as amended, by title only.
- 3. Make substantive modifications to then move to direct Staff to bring a revised General Ordinance No. 25-1416 back for a second reading at a future meeting.
- 4. Decline formal action and provide Staff direction accordingly.

#### **GENERAL ORDINANCE NO. 25-1416**

## AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE DALLES MUNICIPAL CODE CHAPTER 5.24 (NOXIOUS VEGETATION)

**WHEREAS**, the City regulates noxious vegetation pursuant to the provisions of The Dalles Municipal Code (**TDMC**) Chapter 5.24 (*Noxious Vegetation*);

**WHEREAS**, the City's Codes Enforcement Division has observed an increase in the number of repeat violations of TDMC Chapter 5.24 occurring on the same properties, which has placed a disproportionate administrative burden on the City's enforcement abilities;

**WHEREAS**, at the City Council's July 28, 2025, regular meeting, the City's Code's Enforcement Division recommended increasing the penalties for repeated violations of TDMC Chapter 5.24 to deter violations, improve compliance, enhance the City's governmental efficiencies, a mitigate nuisances and fire hazards; and

**WHEREAS**, the City Council hereby finds the amendments to TDMC Chapter 5.24 described herein to support the public health, safety, and welfare of the City.

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

- Section 1. This Ordinance's revisions appearing in strikethrough shall denote deletions from and **bolded underline** shall denote additions to the existing text of The Dalles Municipal Code.
- Section 2. The text of **TDMC 5.24.090** (*Citation Procedure*) shall be revised to read:

In addition to the abatement procedures set forth in this chapter, the Code Enforcement Officer may issue a citation for a violation of this chapter, which will result in the filing of a complaint in the municipal court. For violations of Section 5.24.020 of this chapter within any one-year period:

- A. a person's first v-Violation of Section 5.24.020 of this chapter is a <u>Class C</u> violation punishable by a fine <u>not exceeding \$500.00</u> (with a presumptive fine of \$165.00 consistent with ORS 153.019(1)(c), as may be amended or superseded);
- B. of not less than \$100.00 and not more than \$250.00.a person's second violation—The second and subsequent violation in any one-year period is a Class B violation punishable by a fine not exceeding \$1,000.00 (with a presumptive fine of \$265.00 consistent with ORS 153.019(1)(c), as may be amended or superseded);
- C. a person's third and subsequent violations is a Class A violation punishable by a fine not exceeding \$2,000.00 (with a presumptive fine of \$440.00 consistent with ORS 153.019(1)(a), as may be amended or superseded); and

Section 3. This Ordinance shall be effective 30 days after its adoption.

PASSED AND ADOPTED THIS 28<sup>TH</sup> DAY OF JULY, 2025,

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

AND APPROVED BY THE MAYOR THIS 28<sup>TH</sup> DAY OF JULY, 2025.

Richard A. Mays, Mayor

ATTEST:

**D.** of not less than \$250.00, and no more than \$500.00. **i**In addition to any other penalty provided by law, a person adjudged responsible for violation of any of the provisions of

this chapter may be ordered by the court to correct the violation.

Amie Ell, City Clerk

#### CITY of THE DALLES



313 COURT STREET THE DALLES, OREGON 97058

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

# AGENDA STAFF REPORT

**AGENDA LOCATION:** Item #12A

**MEETING DATE:** July 28, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Matthew Klebes, City Manager

<u>ISSUE:</u> Progress Update – City Council Goal and Action Plan

**BACKGROUND:** On January 27, 2025, the City Council adopted the 2025 City Council Goal and Action Plan following a facilitated retreat held on November 15, 2024. This plan was the result of the second consecutive year of collaboration with SSW Consulting and incorporates input from individual Council interviews, Department Head feedback, relevant planning documents—including The Dalles 2040 Vision Action Plan—and several community surveys.

The retreat established shared understanding, policy goals, and priority actions to guide City operations through the year. It also strengthened collaboration between Council and staff. The adopted plan continues to serve as a roadmap for the City's efforts to address community needs and organizational priorities.

This report provides a progress update on the adopted goals and associated actions. Future updates will be structured similarly to track and communicate ongoing progress.

## 1. LIVABILITY

Enhance the livability of The Dalles by prioritizing safety, economic vitality, and access to modern services while creating and strengthening spaces that foster meaningful community connections.

|     |  | •  | · · · · · · · · · · · · · · · · · · ·   |
|-----|--|--|---|
| 1.1 | Proactively train and retain police officers while cultivating the next generation of leaders by assessing market conditions, exploring shift schedule options, and ensuring a strong training budget for all officers | Continued exploration of shift schedule options<br>Adopted FY 25/26 maintains a robust training budget   | Data gathering and analysis of shift schedule options<br>before end of calendar year      |
| 1.2 | Begin construction of the Federal Street Plaza   | Contract with WM approved<br>Slated for Late Spring 2025   | Kickoff meeting with WM<br>Continued Federal Street Ad-hoc Committee Mtgs                 |
| 1.3 | Deploy CAD/RMS System and associated infrastructure in partnership with Wasco County and Mid Columbia Fire and Rescue (MCFR)   | Contract executed Kick off meeting held  | Implementation proceeding   |
| 1.4 | Reimagine Neighborhood Enforcement Action Team (NEAT) with a focus on local business support and Re-establish Mid Columbia Interagency Narcotics Team (MINT)   | MINT reactivated and reformation phase   | Explore Business Liaison assignment   |
| 1.5 | Maintain funding for sidewalk rehabilitation and ADA replacement programs  | Completed  | Revision to program details   |
| 1.6 | Update the Economic Opportunities Analysis (EOA), craft a vision, prioritize, and begin implementing economic development actions  | Cont. meeting and review of materials by the Advisory<br>Committee   | Joint Work session with City Council and Planning<br>Commission scheduled for August 2025 |
| 1.7 | Review and update animal control ordinance(s)  | Livestock Ordinance update completed and implemented<br>Several meetings with veterinary offices and stakeholders to<br>review Dog Control Ordinance<br>City Council discussion item | Consideration of updated Dog Ordinance by the City<br>Council in September                |
| 1.8 | Form an ad-hoc committee to review and streamline sign code  | On Hold as stated during City Manager Report   |   |
| 1.9 | Coordinate joint work sessions between City Council and the School District 21 School Board to collaboratively discuss the future of school facilities in The Dalles.  | Delayed due to D21 Board Elections   | Follow up with D21 Board President and<br>Superintendent after new Board orientation      |

## 2. HOUSING SUPPLY

Expand the City's housing supply and diversity of housing options.

| 2.1 | Establish a Housing Working Group to support and advance the implementation of the Housing Production Strategy        | Pending  | Evaluate staff bandwidth and ability to move effectively forward           |
|-----|---|--|--|
| 2.2 | Explore interest and possibility of City representation on the Mid-Columbia Housing  Authority (MCHA)                 | Engagement with MCHA Passed Resolution 25-030 Appointment to Columbia Cascade Housing (CCHC) Board | Councilor Richardson will attend first mtg and report back to City Council |
| 2.3 | Explore the creation of pre-approved housing plans to streamline application process                                  | Pending  | Evaluate staff bandwidth and ability to move effectively forward           |
| 2.4 | Amend zoning regulations to permit triplexes, fourplexes, and cottage cluster housing in the RL Zone                  | Pending  | Evaluate staff bandwidth and ability to move effectively forward           |
| 2.5 | Evaluate the potential for implementing a Multi-Unit Property Tax Exemption (MUPTE) to encourage housing development. | EDO evaluating concept and next steps  | Report back to Community Development Director and City Manager             |

## 3. HOUSELESSNESS

Address the immediate impacts of houselessness on the community while advocating for enhanced access to comprehensive wraparound services that support individuals experiencing houselessness.

| 3.1 | Consistently tag and abate camps and other debris within the ROW or on public property in partnership with private property owners and other agencies (UPRR and ODOT)   | Ongoing-significant need and response to the 1st/Union area and cruise ship dock area Camps consistently tagged and staff or contractor conducts abatement | Consider additional tools and ordinances to address      |
|-----|---|--|--|
| 3.2 | Identify legislative policy changes and improve access and entry into medical and behavioral health services. City Manager, Mayor/ Council President submit letters of support and/or submit legislative testimony (Taking in 2023's 3.3) | TOutreach Team (COT)   | Continue monitoring and supporting partners as requested |
| 3.3 | Ensure City Council and staff are well-informed on homelessness and wraparound services by actively engaging in relevant informational opportunities and inviting partner agencies to present on these issues                             | City Council reports and email updates   | Presentation from MCCAC scheduled for September          |
| 3.4 | Maintain vigilance and responsiveness to nuisance reports throughout the community and evaluation of existing and potential tools and resources needed to mitigate said nuisances.  | Ongoing  | Consider additional tools and ordinances to address      |

## 3. HOUSELESSNESS

Achieve near- and long-term fiscal sustainability through strategic planning, sound policy development, and responsible financial management.

| 4.1 | Adhere to Council policy on allocating Google revenue to effectively support City operations, address generational infrastructure needs, and fund opportunity projects | IAdopted FY 25/26 budget adhered to policy                                     | Monitor EZ and SIP payments and reporting requirements  |
|-----|--|--|---|
| 4.2 | Tano nonocours with a distinction between tourism related requests and general community   | Revised process under updated TLT Ordinance Established Tourism Promotion Fund | Continued refinements to the program, scale back and/or better define Discussion item with City Council likely in September |
| 4.3 | Maintain an unappropriated ending fund balance equal to 4 months operating and 10% contingency   | Completed  | Ongoing   |
| 4.4 | Ongoing review and updates of Right-of-Way Use and Franchise Agreements, with the goal of creating a comprehensive chapter to govern all future agreements.            | (Continued negotiation with Charter and other                                  | Finish current negotiations and resume consideration of a dedicated Chapter   |

# 5. INFRASTRUCTURE

Create a comprehensive long-term plan that prioritizes sustainable infrastructure, ensuring it meets the community's current needs while anticipating and adapting to future growth and challenges.

| 5.1 | Complete an update to the Wastewater Master Plan  | IAwarded contract to Consor North America      | WWTP City Council work session planned for this Fall/Winter                                   |
|-----|---|--|---|
| 5.2 | Identify and develop revenue streams to fund the implementation of Water Master Plan projects   |  | Continued analysis and City Council consideration of continued rate increases                 |
| 5.3 | Complete a master plan for City owned buildings and public facilities.  | light executing immediate deterred maintenance | Anticipating facilities needs may decrease over the winter, begin scoping and planning effort |
| 5.4 | Complete assessment of the 6th St Bridge and seek State funding for replacement.  | ,  | Targeting award this Fall, implementation Fall/Winter   |
| 5.5 | Evaluate the City-related improvements required from developers for commercial, residential, and industrial projects in alignment with master plans and community needs | Pending  | N/A   |

## 6. PUBLIC RELATIONS

Promote an accurate and inclusive community narrative to inspire greater engagement and foster a strong sense of community pride among residents.

| 6.1 | Create a new City website to enhance accessibility, improve user experience, and provide easier access to essential City information.   | updating search engine<br>Constrained staff bandwidth to undertake full  | Audit website and work with contractor to complete search engine update Enhance user experience on existing website by reorganizing and updating verbiage |
|-----|---|--|---|
| 6.2 | Complete the digitization of City records, enhance public accessibility, and create educational materials to guide users on how to search and access records.   | All records are scanned  | Organization of scanned files to maximum usability and searchability Upload to ORMS in progress   |
| 6.3 | Implement new ClearGov budget book software to improve transparency in the budgeting process.   | - ·  | Pending Finance Department staff transitions, explore and implement additional ClearGov tools   |
| 6.4 | Plan and execute the 5th Local Government Academy, using feedback to make it more interactive and better align with participants' interests, including opportunities for involvement in local government.                   | •  | Review applications and finalize cohort Finalize presentations and conduct classes  |
|     | Grow and enhance the City's overall media engagement with initial focus on Facebook, Instagram, and YouTube, collecting input through relevant content and surveys, and identifying key topics of interest to constituents. | What's Happening At City Hall videos<br>Instagram account created<br>Organize City YouTube videos into playlists | Work with SSW consulting to explore a community survey to provide additional input for the Council Goal setting session                                   |
| 6.6 | Develop and distribute brand guidelines to all employees, covering logo usage, typesetting, color palettes, and templates for presentations, business cards, letterhead, and maps.  | Cross function team formed and scope of work established Contractor being explored to assist the effort          | Engage contractor and conduct workshop  |