AGENDA

REGULAR CITY COUNCIL MEETING
SEPTEMBER 8, 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. Mid-Columbia Community Action Council Presentation

    B. Hunger Action Month Proclamation

6. AUDIENCE PARTICIPATION
   During this portion of the meeting, anyone may speak on any subject which does not later appear on the agenda. Interested citizens are required to sign up in advance to be recognized. 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, and that response is not immediately provided, the speaker will be referred to the City Manager for further action.

7. CITY MANAGER REPORT

8. CITY COUNCIL REPORTS

9. CONSENT AGENDA

Items of a routine and non-controversial nature are placed on the Consent Agenda to allow the City Council to spend its time and energy on the important items and issues. Any Councilor may request an item be “pulled” from the Consent Agenda and be considered separately. Items pulled from the Consent Agenda will be placed on the Agenda at the end of the “Action Items” section.

A. Approval of the July 28, 2025 Regular City Council Meeting Minutes

B. Resolution No. 25-035 Assessing the Real Property Located at 3223 West 7th Street the Cost of Nuisance Abatement

C. Resolution No. 25-036 Assessing the Real Property Located at 3221 West 10th Street the Cost of Nuisance Abatement

D. Resolution No. 25-037 Assessing the Real Property Located at 1724 East 17th Street the Cost of Nuisance Abatement

E. Authorizing the City Manager to Execute a Legal Services Agreement with Stag Liuzza, LLC, for the AFFF Product Liability Multi-District Litigation

F. Authorizing the City Attorney to Execute a Participation Form and all other Necessary Documentation for the Purdue Direct Settlement

G. Authorizing the City Attorney to Execute a Participation Form and all other Necessary Documentation for the Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus Settlements

H. Authorizing the City Manager as the City’s Authorized Representative for Purposes of Accepting FAA AIP Grant 3-41-0059-023-2025 for the Airport Master Plan Project

I. Authorization to Purchase a 2026 CAT 275 Skid-Steer

10. ACTION ITEMS

A. Resolution No. 25-038 Clarifying the Extent of Compensation for City Personnel

B. Resolution No. 25-032A Amending the City’s Official Compensation Policy for Elected and Appointed Officials

C. Resolution No. 25-032B Addending the City’s Official Compensation Policy for Elected and Appointed Officials

D. Resolution No. 25-032C Addending the City’s Official Compensation Policy for Elected and Appointed Officials

E. Special Ordinance No. 25-609 Granting a Non-Exclusive Telecommunications Franchise to Blue Mountain Networks LLC

F. General Ordinance No. 25-1419 Repealing TDMC Chapter 8.28 (Transient Merchants) and TDMC Chapter 8.29 (Mobile Food Vendors) and Establishing TDMC Chapter 8.06 (Mobile Food Vendors & Transient Merchants)

11. ADJOURNMENT

This meeting conducted VIA Zoom

Prepared by/
Amie Ell
City Clerk

Community Presentation
Summer-Fall 2025

Equity, Compassion, Collaboration, Community, Respect.

Mid-Columbia Community Action Council

Working to build a better future for our community

What is Mid-Columbia Community Action Council (MCCAC)?

MCCAC is the Community Action Agency serving Hood River, Wasco and Sherman Counties. We provide Housing, Shelter, and Household Utility assistance to low-income community members.

What is Community Action?

Community Action is a nationwide program, with over 1,000 agencies working throughout the US. Community Action was started by the 1964 Economic Opportunity Act. Every county in the country is covered by a Community Action Agency.

Each agency is a little different, but they all have one thing in common, moving people from poverty to thriving.

MCCAC is part of the Community Action Partnership of Oregon (CAPO) and one of 18 agencies working in the state of Oregon.

The Promise of Community Action

Community Action changes people's lives,
embodies the spirit of hope,
improves communities,
and makes America a better place to live.

We care about the entire community, and we are dedicated to helping people help themselves and each other.

Every day, we are meeting that promise at MCCAC.

MCCAC - Mission

Our mission is to build a better future for our community through partnership and equity-centered programs that prevent and eliminate poverty and houselessness

Mid-Columbia Houseless Collaborative Partners

MCCAC - Creating a Continuum

Maintain Current Housing
Eviction Prevention
Utility Assistance

Permanent Housing Placement

Rapid Rehousing
Private Market Rental Housing
Permanent Supportive Housing

Transitional Housing & Shelter

The Annex

Emergency Shelter

Seasonal Hood River Shelter
Gloria Center Emergency Operations

2024 Community Impact Highlights

- 769 community members served through Utility Assistance Programs

- 731 community members served through Housing Programs
  - 280 people at risk of eviction did not lose their housing
  - 171 people transitioned from houselessness into stable housing
  - 33 veteran households supported

- 100 landlord partners across the region
- MCCAC provides over 30 community members with family-wage jobs

The Gloria Center

- Hub of social services – “one stop shop” with multiple organizations co-located on site
- Opened spring 2024
- Emergency shelter for severe weather and wildfire evacuations – recently opened for Rowena Fire
- Serving Hood River, Wasco, and Sherman Counties

Hood River Shelter and MCCAC Office

- **Hood River MCCAC Office**
  - Housing case management to help people find and stay in housing
  - Utilities assistance for people struggling to pay their utility bills
- **Hood River Shelter**
  - Winter warming shelter services
  - Supportive services to shelter guests - food, transportation, physical & mental health supports
  - Connections and referrals to other programs and services, including The Annex

The Annex

- Offers shelter and transitional housing with supportive services provided on-site
- Open for 2 years since late August 2023
- 54 rooms with dedicated wing for families
- In the first year of operations, The Annex served 163 community members including 40 children

The Annex

Key partnerships at The Annex:

- Center for Living
- Columbia Gorge Health Council / Bridges to Health
- Nch'i Wana Housing
- The Next Door
- Youth Empowerment Shelter (YES)
- HAVEN
- Oregon Human Development Corporation
- One Community Health
- Columbia Gorge Food Bank

Sherman County Outreach

- Twice monthly outreach visits to Senior Center in Moro to provide housing and energy supports
- Working with Sheriff's Dept to provide outreach supplies to houseless community members
- Collaborating with EOCCO to provide housing and energy support
- MCCAC Housing Manager attending Moro community meetings

SSVF Program

- Rental Assistance and basic needs for veterans
- Case management supports for long-term housing stabilization
- Hamilton Apartment-9 units, owned by MCCAC, long term housing for veterans and their families

Community Health Workers (CHWs)

- 70% of MCCAC housing and shelter staff are certified CHWs or are in training
- Peer support specialist trainings for staff who have lived experience to support clients with high barriers to housing stability
- Providing additional support, mental health supports, building trust and rapport over time

Mid-Columbia Houseless Collaborative (MCHC) and 4th Annual Housing Summit

- MCHC - 40 partner organizations working on housing solutions and improving services that promote stabilization
- 2022: Published 5-year strategic plan to improve coordinated efforts to prevent and end houselessness
- 4 key goal areas: Shelter, Services, Housing, Advocacy
- 4th Annual Housing Stabilization Summit - Thurs. Nov. 6
- Join Us for "No Place to Grow Old" film – special screening Thurs. Nov. 6 at 6:30 pm at The Granada Theater, The Dalles

Lived Experience Workgroup

- Developed as part of the Houseless Collaborative
- Supports services and advocacy
- Expanding advocacy comfortability and skills for those who've experienced houselessness
- Peer led
- Video Stories Project

Community In *Action*...
What does that look like?

- **Ability to pivot to address community need.**
  - Rowena fire efforts
  - Operationalizing for severe weather or emergencies

- **Following the Community's Lead**
  - Community Needs Assessment (every 3 years)
  - Strategic Planning (every 5 years)
  - Integrating community feedback at every level in the agency

Thank you for your interest and support!

Questions?

Leslie Naramore
Executive Director
lnaramore@mccac.com

Sarah Kellems
Development & Partnerships Director
skellems@mccac.com

MCCAC Strategic Plan

2025 Point in Time (PIT)

MCCAC 2023-2024 Annual Report

CITY OF THE DALLES PROCLAMATION

WHEREAS, addressing the food insecurity needs of children, youth, adults, seniors, active military members, and veterans is fundamental to the future of the City of The Dalles; and

WHEREAS, hunger and poverty are issues of vital concern in Wasco County, where 14.9% of Wasco County residents struggle with hunger and do not know where their next meal will come from; and

WHEREAS, the growing need for comprehensive, coordinated emergency food programs places a critical responsibility upon our community; and

WHEREAS, Columbia Gorge Food Bank is committed to combating hunger in every part of our community and providing the resources for our community members in need; and

WHEREAS, it is our responsibility as citizens of The Dalles to learn about hunger and to take action to reduce it; and

WHEREAS, Columbia Gorge Food Bank partners with 35 organizations in Wasco, Sherman and Hood River Counties and is a member of the Oregon Food Bank Network of Regional Food Banks, working to educate the public about the importance of hunger-relief efforts and the need for more resources and attention to hunger and food insecurity; and

WHEREAS, there are, on average, 3,770 individuals served through 1,530 visits monthly for food assistance in Wasco County, by Columbia Gorge Food Bank and its local partners; and

WHEREAS, Columbia Gorge Food Bank, along with its local partner agencies, volunteers, and supporters, is committed to educating citizens about the role of food banks, food pantries, and hunger-relief efforts in our community; and

WHEREAS, Columbia Gorge Food Bank distributes over 1.4 million pounds of food across the Gorge each year, and engages the community to help end hunger—one meal at a time—through donations, community outreach, and volunteer service; and

WHEREAS, the month of September is designated "Hunger Action Month" to bring attention to food insecurity in our communities and encourage action to combat it;

NOW, THEREFORE, on this 8th day of September, 2025 I, Richard Mays, Mayor of the City of The Dalles on behalf of the City Council proclaim the month of September 2025 as Hunger Action Month, and encourage all citizens to increase their understanding and awareness of food insecurity and its impact on our nation, state, county, and community.

____
Richard A. Mays, Mayor

____
Attest: Amie Ell, City Clerk

C I T Y o f T H E D A L L E S
313 COURT STREET
THE DALLES, OREGON 97058

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

AGENDA STAFF REPORT

AGENDA LOCATION: Item #9 A - I

MEETING DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Amie Ell, City Clerk

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

A. **ITEM**: Approval of the July 28, 2025 Regular City Council meeting minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the July 28, 2025 Regular City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: Approve the minutes of the July 28, 2025 Regular City Council meeting minutes.

B. **ITEM**: Resolution No. 25-035 Assessing the Real Property Located at 3223 West 7th Street the costs of Nuisance Abatement

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

SYNOPSIS: The Codes Enforcement Officer properly noticed the abatement. The City Clerk sent the cost of abatement notice. The property owner did not pay the assessment within the required time limit.

RECOMMENDATION: Approve Resolution No. 23-035 assessing real property for the cost of abatement.

C. **ITEM**: Resolution No. 25-036 Assessing the Real Property Located at 3221 West 10th Street the costs of Nuisance Abatement

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

SYNOPSIS: The Codes Enforcement Officer properly noticed the abatement. The City Clerk sent the cost of abatement notice. The property owner did not pay the assessment within the required time limit.

RECOMMENDATION: Approve Resolution No. 23-036 assessing real property for the cost of abatement.

D. **ITEM**: Resolution No. 25-037 Assessing the Real Property Located at 1724 East 17th Street the costs of Nuisance Abatement

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

SYNOPSIS: The Codes Enforcement Officer properly noticed the abatement. The City Clerk sent the cost of abatement notice. The property owner did not pay the assessment within the required time limit.

RECOMMENDATION: Approve Resolution No. 23-037 assessing real property for the cost of abatement.

E. **ITEM:** Authorizing the City Manager to execute a legal services agreement with Stag Liuzza, LLC, for the AFFF Product Liability Multi-District Litigation

BUDGET IMPLICATIONS: In all scenarios, all testing costs would be paid by the firm. The firm would be entitled to one-third of any settlement funds it recovers on behalf of the City. The City's expected recovery of settlement funds is contingent on whether PFAS is detected in the City's water system—if so, the recovery amount is determined using a formula involving the concentration of PFAS in our targeted sampling and the flow rate of our water system. Any settlement funds the City recovers will be earmarked for the Water Fund.

SYNOPSIS: In the 1950s, 3M and DuPont manufactured per- and polyfluoroalkyl substances (**PFAS**), a synthetic chemical family used in various products. PFAS has since been identified as a carcinogen, teratogen, and environmental contaminant. Perhaps the most environmentally problematic product that used those PFAS chemicals is *Aqueous Film Forming Foam* (**AFFF**), a firefighting foam created in 1969. In the last decade, hundreds of claims were brought against 3M and DuPont for their singular role in AFFF manufacturing and sale—those claims were eventually consolidated before one federal judge in South Carolina. When that multi-district litigation settled in July 2023, 3M and DuPont agreed to pay up to $13.6 billion to settle damage claims brought by public water suppliers as compensation for remediation costs and damages resulting from PFAS contamination in public water systems.

That settlement created an "opt-out" class that includes all public water systems, and the City has not opted-out. Since the City operates a public water system serving at least 3,300 people, we are eligible to receive settlement funds by submitting certain testing results to the court by January 1, 2026.

In April 2024, the U.S. EPA enacted the first national drinking water standards for PFAS. The City conducts regular PFAS testing consistent with applicable law's required standard (UCMR 5) and we have never detected PFAS in our water system—with that said, the level of contamination required for compensation under this litigation is lower than UCMR 5 testing can detect, so determining whether the City has any compensable level of PFAS in our system requires targeted and sophisticated sampling and laboratory analysis methods not otherwise required by law.

This item would authorize the City Manager to enter a legal services agreement with a law firm playing a central role in this litigation's settlement. The firm is the national expert on this complex and highly technical case and would coordinate all matters on behalf of the City—effectively, if targeted sampling and testing reveals we have PFAS contamination, the City would simply start receiving settlement funds without additional staff or City Attorney time to track, file with the court, and recover damages here. In exchange for one-third of any settlement funds we receive, the firm would pay for all sampling, testing, analysis, filing, and all other court costs out of its own pocket—even if the City ends up not having any PFAS contamination. The City Attorney supports the Council's authorization here and the City's engagement of this firm to coordinate this highly technical and specialized matter.

Any contamination the City detects from such focused and heightened testing would be compensable and does not need to be proven to be a result of AFFF usage. Even if that testing results in a finding of zero contamination, the City would still submit that information to the court to be considered as our baseline levels—if (in the next 5 years) we resample and determine we do have PFAS contamination, settlement funds would be available to compensate us.

RECOMMENDATION: Authorize the City Manager to execute a legal services agreement with Stag Liuzza, LLC, for the AFFF Product Liability Multi-District Litigation

F. **ITEM**: Authorizing the City Manager to Execute a Participation Form and all other Necessary Documentation for the Purdue Direct Settlement

BUDGET IMPLICATIONS: The funds potentially available to the City depend on the level of participation by eligible states and municipalities. The settlement requires the settling defendant to make annual payments over a period of years consisting of base and incentive payments. For context, the City's previous seven opioid settlements have resulted in $203,746.00 in settlement funds allocated to the City after full state and municipality participation. The projected amount of settlement funds to be received from those seven settlements over the next ten plus years is an additional $385,498.28

SYNOPSIS: A proposed nationwide settlement has been reached to resolve opioid litigation brought by states and municipalities against Purdue Pharma and the Sackler family (i.e., its former owners) for their role in fueling the national opioid crisis.

The settlement agreement requires Purdue and the Sackler family to pay about $7.4 billion to states and municipalities, contains injunctions governing opioid marketing, sale, distribution, and dispensing practices, and releases them from future claims on this issue.

Consistent with previous national settlements, the more Oregon cities and counties participating in the settlement, the more funds will be allocated to Oregon and its municipalities. The City must take affirmative steps to opt-in to participate in the settlement, including executing a Participation Form, on or before September 30, 2025.

Based on the total number of Oregon Participation Forms received by the settlement administrator on that date, the administrator will then determine whether participation for the settlement is sufficient for the deal to move forward and whether Oregon will receive its maximum potential payment under the settlement. If the settlement moves forward, the City's release will become effective; if the settlement does not move forward, the City's release will not become effective.

The City Attorney has reviewed the Participation Form for the settlement and recommends the City take all necessary steps to opt-in to the settlement agreement. If the City does not opt-in, it cannot directly share in the settlement funds and it may reduce the amount of money for programs to remediate the Oregon opioid crisis. Any funds the City receives for its participation in the settlement will be earmarked to be spent on opioid abatement programs and are freely transferable for that purpose to any private or public entity.

RECOMMENDATION: Authorize the City Manager to execute a Participation Form and all other necessary documentation for the Purdue Direct Settlement.

G. **ITEM**: Authorizing the City Manager to Execute a Participation Form and all other Necessary Documentation for the Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus Settlements

BUDGET IMPLICATIONS:

SYNOPSIS: Proposed nationwide settlement agreements have been reached to resolve opioid litigation brought by states and municipalities against eight pharmaceutical manufacturers. The settlement agreements require those manufacturers to pay about $720 million to states and municipalities, contain injunctions governing opioid marketing, sale, distribution, and dispensing practices, and release those manufacturers from future claims on this issue.

Consistent with previous national settlements, the more Oregon cities and counties participating in the settlement, the more funds will be allocated to Oregon and its municipalities. The City must take affirmative steps to opt-in to participate in the settlement, including executing a Participation Form, on or before October 8, 2025.

Based on the total number of Oregon Participation Forms received by the settlement administrator on that date, the administrator will then determine whether participation for the settlement is sufficient for the deal to move forward and whether Oregon will receive its maximum potential payment under the settlement. If a settlement moves forward, the City's release will become effective; if a settlement does not move forward, the City's release will not become effective.

The City Attorney has reviewed the Participation Form for the settlement and recommends the City take all necessary steps to opt-in to the settlement agreement. If the City does not opt-in, it cannot directly share in the settlement funds and it may reduce the amount of money for programs to remediate the Oregon opioid crisis. Any funds the City receives for its participation in the settlement will be earmarked to be spent on opioid abatement programs and are freely transferable for that purpose to any private or public entity.

RECOMMENDATION: Authorize the City Manager to execute a Participation Form and all other necessary documentation for the Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus Settlements.

H. **ITEM**: Authorizing the City Manager as the City's Authorized Representative for Purposes of Accepting FAA AIP Grant 3-41-0059-023-2025 for the Airport Master Plan Project

BUDGET IMPLICATIONS: The FY 25/26 budget allocates $530,000 for the Airport Master Plan Project and the City Council awarded a contract not to exceed $509,321. The FAA AIP grant is for $355,321 and will be coupled with an Oregon COAR grant in the amount of $150,000 leaving a remaining Airport match of $4,000.

SYNOPSIS: At the July 28, 2025 regular meeting, the City Council awarded a Professional Services Agreement to Mead & Hunt, Inc., to provide aviation planning services for the Columbia Gorge Regional Airport (Airport) in an amount not to exceed $509,321. That award is conditioned partly on award of grant funding from the U.S. Department of Transportation through its Federal Aviation Administration (FAA).

On August 1, 2025, the Airport (through its sponsors, the City and Klickitat County) submitted a grant application for its Airport Master Plan Project (Project) to the FAA's Airport Improvement Program. On August 27, 2025, the FAA delivered to the Airport a grant offer (Award) for up to 95% of the Project's allowable costs and in an amount not exceeding $355,321. A precondition to entering the grant agreement needed to claim the Award is the City Council giving execution authority to an individual as the City's authorized representative.

RECOMMENDATION: Authorize the City Manager as the City's Authorized Representative for Purposes of Accepting FAA AIP Grant 3-41-0059-023-2025 for the Airport Master Plan Project.

I. **ITEM**: Authorization to purchase a 2026 CAT 275 Skid-Steer

BUDGET IMPLICATIONS: The adopted FY2025-26 budget includes $824,626 in line 009-9000-000.74-20 in Fund 09, allocated for Vehicles at Public Works, to cover the purchase of the replacement skid-steer and attachments. The City will also receive $49,285 from the insurance settlement with CIS Oregon, which will be applied toward the purchase, reducing the net cost to the City to $71,647.89.

SYNOPSIS: Earlier this year, Public Works' 2013 CAT 299D Skid-Steer was stolen from a job site. To date, the equipment has not been recovered, and the individuals responsible have not been identified. Public Works filed an insurance claim with CIS Oregon, which finalized the valuation of the equipment at $50,285. After the $1,000 deductible, the City will receive $49,285 to apply toward the replacement of the machine.

The new skid-steer purchase will include two attachments: a material arm capable of lifting up to 2,000 pounds to assist with setting manholes, and a pickup broom to support efficient job site cleanup. The new machine also features advanced safety and security enhancements, including a touchscreen monitor, PIN-controlled push start, rearview and dual side-view cameras, and a cellular Product Link telematics system. This system provides real-time data on machine location, fuel consumption, operating hours, maintenance needs, and operator performance. The machine will also be covered by a 60-month or 2,500-hour warranty.

This purchase will be made through Sourcewell, a cooperative purchasing program that allows municipalities to leverage pre-negotiated contracts for better pricing and procurement efficiency. Cooperative purchasing streamlines the procurement process by eliminating the need for a separate competitive bidding process, while remaining fully compliant with Oregon public contracting rules. Peterson CAT, the selected vendor, holds a current Sourcewell contract for heavy equipment and machinery. The total quoted purchase price through the Sourcewell contract is $120,932.89.

RECOMMENDATION: Authorize the expenditures for the purchase of the 2026 CAT 275 Skid-Steer not to exceed $120,932.89.

MINUTES

CITY COUNCIL MEETING
COUNCIL CHAMBER, CITY HALL
JULY 28, 2025
5:30 p.m.

VIA ZOOM/ IN PERSON

PRESIDING: Mayor Richard Mays

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

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/HR Brenda Fahey, Code Enforcement Officer Nikki Lesich

CALL TO ORDER

The meeting was called to order by Mayor Mays at 5:30 p.m.

ROLL CALL OF COUNCIL

City Clerk Ell conducted Roll Call. McGlothlin, Runyon, Randall, Richardson, Wring, Mays present

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Mayor Mays noted the addition of item #9D Authorization to award a contract for the Library's HVAC project. to the Consent Agenda.

It was moved by Richardson and seconded by McGlothlin to approve the agenda as amended.

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

PRESENTATIONS PROCLAMATIONS

The First Street Project

Community Development Director Joshua Chandler gave a detailed presentation on the First Street Revitalization Project. Highlights included:

- History of the First Street corridor and past redevelopment efforts.
- Current conditions, including deteriorating sidewalks, ADA access barriers, and failing retaining walls.
- Archaeological and historic preservation considerations.
- Construction design features, cost estimates, funding sources, and the anticipated timeline.
- Project estimated at $6.92 million; funding includes $3.5 million from City Fund 18 and $3.2 million from Urban Renewal.
- Project is coordinated with the Federal Street Plaza and expected to begin in winter or spring 2026.

Council and staff discussed the potential loss of parking, easement acquisition status, cost savings through staff involvement, and potential impacts to downtown businesses.

AUDIENCE PARTICIPATION

Bill Lennox, resident of The Dalles, addressed the Council to commend the Mayor’s initiative in creating the Beautification and Tree Committee. He emphasized the value of preserving mature trees in public right-of-way areas, particularly for their historic significance, aesthetic benefit, and contribution to community shade and livability. Referencing sycamores historically planted along Washington Street, he expressed concern over recent and potential future removals due to sidewalk damage. He encouraged the City to explore alternative sidewalk design solutions that allow trees to remain in place, as seen in other cities such as Portland. He submitted photo examples illustrating sidewalk damage and tree growth impacts for staff reference (see attached).

Kevin Ryan, accompanied by his wife Julie Ryan, addressed the Council to provide a follow-up to their prior comments regarding the status of their short-term rental (STR) permit. Mr. Ryan submitted a letter outlining recent discussions with Community Development Director Joshua Chandler (see attached). He expressed appreciation for the ongoing communication with staff and reiterated the importance of preserving their ability to continue operating a compliant and low-impact short-term rental.

Javier Caltenco, Public Information Officer with the SBA, provided an overview of disaster loan assistance for those affected by the Rowena wildfire. He outlined loan options for businesses, nonprofits, homeowners, and renters, application deadlines, and noted the Disaster Recovery Center was open at the Gloria Center. He emphasized ongoing outreach efforts and explained that loans offered a 12-month interest-free and payment-free period, with terms up to 30 years.

Runyon noted that the County website already included much of this information and suggested the City should also feature it prominently on the City website homepage if it had not done so already.

McGlothlin stated he had been coordinating with Wasco County and the Lion's Club on donation efforts. He noted the challenge of managing donations for the rebuilding phase and explained they were working on storage and planning a future distribution date.

CITY MANAGER REPORT

City Manager Matthew Klebes reported;

- Reported on federal action affecting the AmeriCorps program nationwide and in Oregon, specifically the RARE (Resource Assistance for Rural Environments) program; noted no RARE volunteers were placed this year. Would be exploring reactivating the City's fellowship program as a potential resource for projects this year.
- Attended Q Life board meeting. A grant application was submitted to the Broadband Equity, Access, and Deployment (BEAD) Grant Program.
- Attended a Community Outreach Team (COT) meeting in preparation for the Washington, DC trip in September.
- Announced awarding of the Walker Macy contract at the last City Council meeting for the Federal Street Plaza project. Upcoming Ad Hoc Committee meetings scheduled for August 6 and August 20.
- The Mayor and he planned to travel to Salem to present the Federal Street Plaza project as part of a $1 million grant application to the Oregon Parks and Recreation Department.

CITY COUNCIL REPORTS

Councilor Wring reported;

- Attended an Urban Renewal meeting. Councilor Richardson was appointed as new Board Chair.

Councilor Runyon reported;

- Attended two Q Life meetings.
- Met with the City Manager.

- Met with Police Chief Tom Worthy and safety officer regarding a recent high-speed crash on Scenic Drive near the old KOOL corner. Planned to present safety concerns with Wasco County Administrative Officer Tyler Stone at the next traffic safety meeting.

Councilor McGlothlin reported;

- Attended a radio appearance with Mayor Mays on KOOL.
- Attended an airport meeting.
- Participated in a Governmental Affairs meeting and heard a guest speaker discuss diversity, equity, and inclusion.

Councilor Randall reported;

- Attended swearing-in ceremony for new Police Officer Rebecca Kimball.

Councilor Richardson reported;

- Attended swearing-in ceremony.
- Reported traffic safety concerns about increasing electric bikes in town.
- Provided updates from Urban Renewal Board on Tony's development and Basalt Commons extension.
- Noted new large animal ordinance went into effect; suggested year-end review.
- Attended his first Cascade Columbia Housing Corporation (CCHC) board meeting and described CCHC and its parent, Mid-Columbia Housing Authority, as managing 425 units, with 149 under construction and 198 in planning or fundraising stages.
    - Highlighted CCHC services including eviction prevention and down payment assistance for veterans, encouraging veterans seeking housing to visit their office on Second Street.

Mayor Mays reported;

- Participated in a KODL interview
- Attended swearing-in ceremony.
- Attended COT meeting.
- Attended an open house and business after-hours event at Sunshine Optic on Second and Washington.
- Conducted a radio interview with Mark Bailey at KACI.
- Met with County Commissioner Scott Hege.

<u>CONSENT AGENDA</u>

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

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

Items approved on the consent agenda were:

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
D) Authorization to Award Contract No. 25-005 for the Library HVAC Project to Griffin Construction, LLC

CONTRACT REVIEW BOARD ACTIONS

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

Jeff Renard Airport Manager reviewed the staff report.

Renard provided additional information on the origin of airport grants, noting approximately $300,000 came from Airport Improvement Program (AIP) grants, with $159,000 received annually from the federal government. He explained the airport had also received $50,000 in expiring funds from Myrtle Creek Airport and previously redirected $6,500 to Hood River Airport. Renard mentioned the FAA offered an additional pool of funds, for which the airport had priority access. He reported submitting and receiving a $150,000 core grant from the State of Oregon, supplemented by matching funds.

It was moved by McGlothlin and seconded by Wring 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.

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

ACTION ITEMS

General Ordinance No. 25-1415 Amending Certain Provisions of The Dalles Municipal Code Chapter 5.24 (Noxious Vegetation)

Jonathan Kara City Attorney reviewed the staff report and invited Nikki Lesich Code Enforcement Officer to add more.
In response to Council questions:

- Kara explained legal sufficiency ensured the City's code aligned with current practices and applicable laws, balancing individual property rights with public welfare, especially regarding noxious vegetation.
- Kara defined governmental efficiency as maximizing staff and resource use to optimize public benefits and appropriate use of tax dollars.
- Lesich confirmed administrative fees were added to abatement costs, with repeat offenders incurring additional charges; the $500 fee applied mainly to junk but extended to noxious vegetation due to rising abatement costs.
- Kara and Lesich discussed the challenge of addressing annual repeat violations beyond the 12-month window, noting legal limits on penalizing old infractions and suggesting Municipal Court discretion to adjust fines as a practical approach.
- Lesich reported approximately 25 to 30 repeat cases annually, which consumed staff time; some property owners used City notices to time their maintenance.
- Lesich described efforts to reduce vegetation hazards in collaboration with the fire department and county, highlighting innovative measures like hiring goat herders for steep lots to clear fire-prone vegetation.
- Kara noted the City could reconsider and increase penalties during a future legal sufficiency review if the ordinance proved ineffective, emphasizing the focus on repeat offenders and expressing optimism about the proposed penalty amounts.
- Lesich explained staff time savings would come with fewer new abatements, though court time increased; strong case presentation helped, individual circumstances could influence judicial decisions

It was moved by Richardson and seconded by Randall to adopt General Ordinance No. 25-1416, as presented, by title only.

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

<u>DISCUSSION ITEMS</u>

<u>Progress Update – 2025 City Council Goals</u>

Matthew Klebes City Manager presented the goal update. He stated a full update was included in the packet so he would highlight a select few.

Highlights of his report included:

- Council adopted the 2024 City Council Goals and Action Plan following a facilitated retreat in November 2023; a similar session was planned for November 2025 to explore a 3–5 year strategic plan.
- He requested Council feedback on the clarity of goal language, staff progress reporting, and metrics for measuring success.
- A formal update in the packet summarized progress on six goals: livability, housing supply, houselessness, fiscal sustainability, infrastructure, and public relations.
- Project highlighted:
    - Awarded contract to Walker Macy for Federal Street Plaza; kickoff meeting scheduled.
    - Internal coordination underway for CAD RMS police software.
    - Scheduled mid-August work session on economic opportunities analysis and buildable lands inventory.
    - Reviewed TLT and awarded tourism promotion contract; local grant program refinements expected in fall.
    - Continued progress on Wastewater Master Plan.
    - Nearing completion of records digitization project using ARPA funds.
- Noted the report helped guide budgeting and staff direction but did not capture all ongoing work.
- Asked whether completed strategies, such as fund balance targets, should continue to be reported.

Mayor Mays recognized the work done by Klebes to create the update, and acknowledged it as a template for future goal progress reports. He said he would appreciate continued updates in the City Manager's verbal reports, in addition to reports such as the one just received, suggesting one to three items at a time.

Police Chief Tom Worthy answered a clarifying question about the (Mid-Columbia Interagency Narcotics Taskforce) MINT team reactivation and staffing. He reported the team was currently staffed by two deputies from Wasco and Hood River Counties, and one of the City's night sergeants with MINT experience was supporting the team. Internal discussions were ongoing to add detectives, pending department metrics and a detective backfill.

Wring supported the reactivation of the MINT team and emphasized balancing measurable goals with staff workload. He suggested the November goal-setting session distinguish between goals covered by existing ordinances and those requiring extra staff effort to avoid unnecessary busy work.

Richardson described the annual strategy sessions as useful but still evolving. He noted some goals were more policy-based and suggested focusing on significant projects and stretch goals. He supported the November session and recommended sharing preparatory thoughts early to guide a three- to five-year planning approach.

Klebes reported that he and the City Clerk planned to meet with SSW Consulting soon to begin planning the November session. They intended to include a community component, such as a survey, to gather input. He noted other communities used this approach and it could inform a longer-term strategic plan.

EXECUTIVE SESSION

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

Mayor Mays recessed Open Session at 7:34 p.m.

Mayor Mays reconvene Open Session at 8:50 p.m.

McGlothlin stated he had a potential conflict of interest. He left the meeting.

It was moved by Randall and seconded by Richardson to authorize the City Attorney to file condemnation actions to secure real property access rights as necessary for the City's First Street Streetscape project to proceed timely as engineered.

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

ADJOURNMENT

Being no further business, the meeting adjourned at 8:52 p.m.

Submitted by/
Amie Ell, City Clerk

SIGNED: ______________________
Richard A. Mays, Mayor

ATTEST: ______________________
Amie Ell, City Clerk


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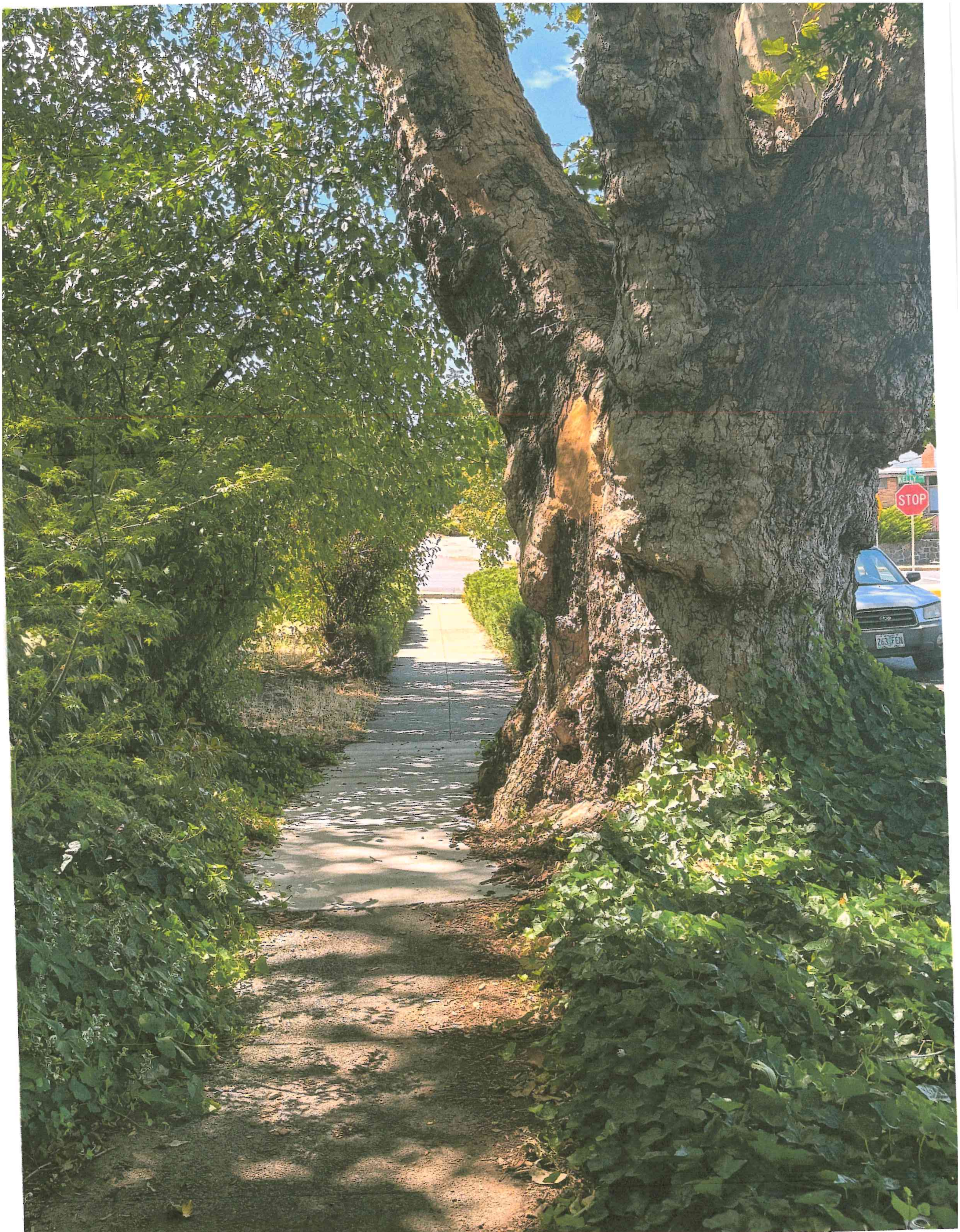
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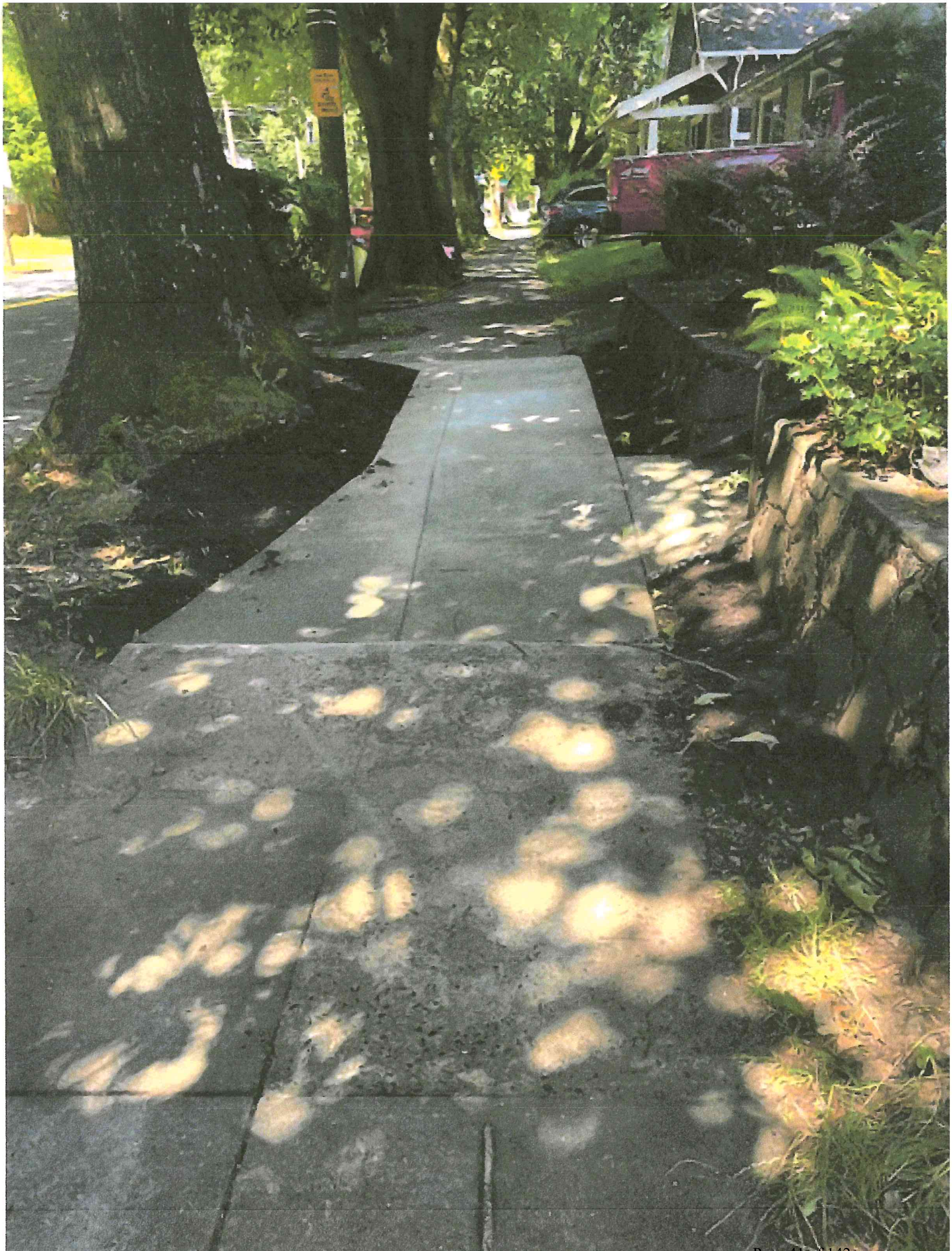

RESOLUTION NO. 25-035

A RESOLUTION ASSESSING THE REAL PROPERTY LOCATED AT 3223 WEST 7th STREET THE COST OF NUISANCE ABATEMENT

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

Property	Assessor's Map No.	Date of Posting
3223 West 7th Street	2N 13E 29 DC 8000	June 16, 2025

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

Property	Owner
3223 West 7th Street	Sara Watson

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

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

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

Property	Contractor	Date of Abatement	Cost
3223 West 7th Street	Rod Huante	July 3, 2025	$1,150.00

WHEREAS, pursuant to Section 5.24.070 of The Dalles Municipal Code, on July 17, 2025, the City Clerk sent a Notice of Assessment by certified mail to Sara Watson advising them the total cost of the assessment for the property was $1,150.00, and the listed $1,150.00 sum would become a lien upon the property if the amount was not paid by August 1, 2025, or the assessment was not protested by July 22, 2025 by Sara Watson;

WHEREAS, Sara Watson failed to file any objection by the stated deadline and failed to pay the balance of the assessment by the deadline listed in the Notices of Assessment, and the City Council finds the statement of the amount of the proposed assessments is correct and no reason exists to justify any delay in proceeding with the imposition of a lien upon the properties for the cost of the assessments.

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

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

Name/Address	Description	Final Assessment
Sara Watson	2N 13E 29 DC 8000	$1,150.00

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

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

a. The foregoing legal description of the property assessed.

b. The names of the owners or a statement the owners are unknown.

c. The sum assessed upon each lot or tract of land.

d. The date of the docket entry.

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

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

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025.

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

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 2025.

ATTEST:

______________________ ______________________

Richard A. Mays, Mayor Amie Ell, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF 3223 West 7th STREET

The West 75 feet of the North 91 feet 8 ½ inches of the South 183 feet 5 inches, EXCEPTING the West 5 feet, in Lot 13, SNIPES ACRES, Wasco County, State of Oregon.

RESOLUTION NO. 25-036

A RESOLUTION ASSESSING THE REAL PROPOERTY LOCATED AT 3221 WEST 10TH STREET THE COST OF NUISANCE ABATEMENT

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

Property	Assessor's Map No.	Date of Posting
3221 West 10th Street	2N 13E 29 CD 2900	June 12, 2025

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

Property	Owner
3221 West 10th Street	Paula Lee-Valkov

WHEREAS, the Notice to Abate Nuisance required the removal of noxious vegetation and/or junk from the listed property pursuant to the provisions of Article 5.04 and Chapter 5.24 of The Dalles Municipal Code;

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

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

Property	Contractor	Date of Abatement	Cost
3221 West 10th Street	Rod Huante	July 3, 2025	$2,750.00

WHEREAS, pursuant to Sections 5.04.170 and 5.24.070 of The Dalles Municipal Code, on July 17, 2025, the City Clerk sent a Notice of Assessment by certified mail to Paula Lee-Valkov advising them the total cost of the assessment for the property was $2,750.00, and the listed sum would become a lien upon the property if the amount was not paid by August 1, 2025, or the assessment was not protested by July, 22, 2025;

WHEREAS, Paula Lee-Valkov failed to file any objection by the stated deadline and failed to pay the balance of the assessment by the deadline listed in the Notices of Assessment, and the City Council finds the statement of the amount of the proposed assessments is correct and no reason exists to justify any delay in proceeding with the imposition of a lien upon the properties for the cost of the assessments.

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

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

Name/Address	Description	Final Assessment
Paula Lee-Valkov	2N 13E 29 CD 2900	$2,750.00

The legal description for the property is attached to and made part of this Resolution as its Exhibit "**A**".

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

a. The foregoing legal description of the property assessed.

b. The names of the owners or a statement the owners are unknown.

c. The sum assessed upon each lot or tract of land.

d. The date of the docket entry.

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

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

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025.

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

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 2025.

ATTEST:

______________________________ ______________________________

Richard A. Mays, Mayor Amie Ell, City Clerk

Exhibit "A"

LEGAL DESCRIPTION OF 3221 WEST 10TH STREET IN THE DALLES, OREGON

A tract of land in Section 29, Township 2 North, Range 13 East of the Willamette Meridian, Wasco County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of the SHAUG DONATION LAND CLAIM NO. 41 of said township and range; thence North 89° 35' 55" East along the North line of said SHAUG DONATION LAND CLAIM 667.39 feet to the Easterly right of way line of West 10th Street; thence along the Easterly right of way line of said 10th Street on the arc of a 3,789.72 foot radius curve right 32.88 feet (the chord of which bears North 24° 32' 21" West 32.88 feet) to the true point of beginning of this description; thence continuing along the Easterly right of way line of said West 10th Street on the arc of 3,789.72 foot radius curve to the right 112.48 feet (the chord of which bears North 23° 26' 25" West 112.48 feet) to the Southwesterly corner of that tract of land described in Instrument 78-4080, Microfilm records of Wasco County, Oregon; thence along the Southerly boundary of said tract, North 69° 49' 00" East 97.59 feet; thence North 20° 11' 00" West 11 feet; thence North 69° 49' 00" East 46 feet; thence South 20° 11' 00" East 19.0 feet; thence North 69° 49' 00" East 49 feet to the Southeast corner of said tract; thence along the East line of said tract, North 20° 41' 00" West 77.00 feet to the Northeast corner of said tract, being a point on the South line of the William Frantz tract as described in Instrument 63-4257, Microfilm records of Wasco County, Oregon; thence North 76° 19' 00" East along the South line of said Frantz tract 160.45 feet to the Southeasterly corner thereof; thence South 00° 49' 00" West 270.38 feet to a point 30 feet Northerly of (when measured at right angles) the North line of said SHAUG DONATION LAND CLAIM NO. 41; thence South 89° 35' 55" West parallel with and 30 feet Northerly of the North line of said SHAUG DONATION LAND CLAIM a distance of 263.60 feet to the point of beginning of this description.

RESOLUTION NO. 25-035

A RESOLUTION ASSESSING THE REAL PROPERTY LOCATED AT 1724 East 17TH STREET THE COST OF NUISANCE ABATEMENT

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

Property	Assessor's Map No.	Date of Posting
1724 E 17th Street	1N 13E 10 AB 7900	June 16, 2025

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

Property	Owner
1724 E 17th Street	Ryan Walker

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

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

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

Property	Contractor	Date of Abatement	Cost
1724 E 17th Street	Rod Huante	July 3, 2025	$1,435.00

WHEREAS, pursuant to Section 5.24.070 of The Dalles Municipal Code, on July 17, 2025, the City Clerk sent a Notice of Assessment by certified mail to Ryan Walker advising them the total cost of the assessment for the property was $1,435.00, and the listed $1,435.00 sum would become a lien upon the property if the amount was not paid by August 1, 2025, or the assessment was not protested by July 22, 2025 by Ryan Walker;

WHEREAS, Ryan Walker failed to file any objection by the stated deadline and failed to pay the balance of the assessment by the deadline listed in the Notices of Assessment, and the City Council finds the statement of the amount of the proposed assessments is correct and no reason exists to justify any delay in proceeding with the imposition of a lien upon the properties for the cost of the assessments.

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

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

Name/Address	Description	Final Assessment
Ryan Walker	1N 13E 10 AB 7900	$1,435.00

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

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

a. The foregoing legal description of the property assessed.

b. The names of the owners or a statement the owners are unknown.

c. The sum assessed upon each lot or tract of land.

d. The date of the docket entry.

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

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

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025.

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

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 2025.

ATTEST:

____________________ ____________________

Richard A. Mays, Mayor Amie Ell, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF 1724 EAST 17TH STREET

That portion of lot F, MARQUETTE SECOND ADDITION to Dalles City, which lies Easterly of the Southerly extension of the Easterly line of Lot C, MARQUETTE SECOND ADDITION, in City of The Dalles, in the County of Wasco, and State of Oregon.

RESOLUTION NO. 25-039

A RESOLUTION AUTHORIZING THE CITY MANAGER AS THE CITY'S AUTHORIZED REPRESENTATIVE FOR PURPOSES OF ACCEPTING FAA AIP GRANT 3-41-0059-023-2025 FOR THE AIRPORT MASTER PLAN PROJECT

WHEREAS, at its July 28, 2025, regular meeting, the City Council awarded a Professional Services Agreement to Mead & Hunt, Inc., to provide aviation planning services for the Columbia Gorge Regional Airport (**Airport**) in an amount not to exceed $509,321;

WHEREAS, that award was conditioned partly on award of grant funding from the U.S. Department of Transportation through its Federal Aviation Administration (**FAA**);

WHEREAS, on August 1, 2025, the Airport (through its sponsors, the City and Klickitat County) submitted a grant application for its *Airport Master Plan Project* (**Project**) to the FAA's Airport Improvement Program;

WHEREAS, on August 27, 2025, the FAA delivered to the Airport a grant offer (**Award**) for up to 95% of the Project's allowable costs and in an amount not exceeding $355,321; and

WHEREAS, a precondition to entering the grant agreement needed to claim the Award is the City Council giving execution authority to an individual as the City's authorized representative, and the City Council intends this Resolution to memorialize such authorization.

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

Section 1 City Manager Authorized. The City Council hereby authorizes the City Manager as the City's authorized representative to accept the FAA's Grant Offer for Airport Improvement Program Project No. 3-41-0059-023-2025 (*Airport Infrastructure Grant Number* **3-41-0059-023-2025**; *Contract Number*: **DOT-FA25NM-083**; *UEI*: **ZLYHNLPGKEX5**) at the Columbia Gorge Regional Airport for the *Airport Master Plan Project*, a copy of which is attached to and made part of this Resolution as its **Exhibit A**.

Section 2 Additional Authorizations. The City Council hereby authorizes the City Manager as the City's authorized representative to take all additional actions necessary or convenient to satisfy applicable conditions connected with Award.

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Section 3 Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025,

Voting **Yes**	Councilors:	______________________________
Voting **No**	Councilors:	______________________________
Abstaining	Councilors:	______________________________
Absent	Councilors:	______________________________

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 2025.

____

Richard A. Mays, Mayor

ATTEST:

____

Amie Ell, City Clerk

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain
Region
Oregon, Washington

Seattle Airports District Office:
2200 S 216th St
Des Moines, WA 98198

Mr. Matthew Klebes
City Manager
City of The Dalles
313 Court St
The Dalles, OR 97058

The Honorable Lori Zoller
Commissioner of County of Klickitat
1205 S Columbia Ave
Goldendale, WA 98620

Dear Mr. Klebes and Ms. Zoller:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0059-023-2025 at Columbia Gorge Regional-The Dalles Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

<u>You may not make any modification to the text, terms or conditions of the grant offer.</u>

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **<u>same day or after</u>** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.
Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jessica Campoamor, (206) 231-4135, Jessica.L.Campoamor@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Ryan C. Zulauf
Acting Manager, Seattle Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	
Airport/Planning Area	Columbia Gorge Regional-The Dalles Municipal Airport
Airport Infrastructure Grant Number	3-41-0059-023-2025 (Contract Number: DOT-FA25NM-083)
Unique Entity Identifier	ZLYHNLPGKEX5

TO: City of Dalles – Dallesport, OR and Klickitat County – Goldendale, WA

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

County of Klickitat

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 01, 2025, for a grant of Federal funds for a project at or associated with the Columbia Gorge Regional/The Dalles Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Columbia Gorge Regional/The Dalles Municipal Airport (herein called the "Project") consisting of the following:

Update Airport Master Plan;

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $355,321.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $355,321 for planning
   $0 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
   a. Period of Performance:
      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).
   b. Budget Period:
      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).
      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49

U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 15, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

   a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

   a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

      i. Severe forms of trafficking in persons;
      ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
      iii. The use of forced labor in the performance of this grant; or any subaward; or
      iv. Acts that directly support or advance trafficking in persons, including the following acts:
         a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
         b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
            1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
            2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
         c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
         d) Charging recruited employees a placement or recruitment fee; or
         e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

   b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
      ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*
   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions. For purposes of this Grant award, term:*
   a. "Employee" means either:
      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
   b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49

U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

31. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

    b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

36. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind,

withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

37. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

38. **Master Plan Coordination.** The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

39. **Airport Layout Plan (ALP) Coordination.** The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

40. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.

41. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

____
(Signature)

____
Ryan C. Zulauf

____
Acting Manager, Seattle Airports District Office

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated ______________________________

City of Dalles, OR
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ______________________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at ____

By: ______________________________

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated ______________________________

County of Klickitat, WA

(Name of Sponsor)

____

(Signature of Sponsor's Authorized Official)

By: ______________________________

(Typed Name of Sponsor's Authorized Official)

Title: ______________________________

(Title of Sponsor's Authorized Official)

[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at ______________________________

By: ______________________________
(Signature of Sponsor's Attorney)

[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. 49 U.S.C. § 40103(e) – No Exclusive Rights at Certain Facilities.

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[1]

e. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

f. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

g. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

h. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

i. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[1]

j. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

k. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

l. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

m. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 12372 - Intergovernmental Review of Federal Programs

b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

c. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

d. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

e. Executive Order 14154 – Unleashing American Energy

f. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[2, 3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

h. 49 CFR Part 20 – New Restrictions on Lobbying.

i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.

j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

Footnotes to Assurance (C)(1)

[1] These laws do not apply to private sponsors.

[2] 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

3. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

4. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

5. Accounting System, Audit, and Record Keeping Requirements

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Planning Projects

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

7. Reports and Inspections.

a. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

8. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4; creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Dalles and Klickitat County**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

9. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Policies, Standards, and Specifications.

It will carry out any project funded under Airport Improvement Program Grant or an Infrastructure Investment and Jobs Act Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (AC Checklist for AIP, IIJA and PFC Projects | Federal Aviation Administration) for AIP or IIJA projects.

12. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

PETERSON CAT

RE: Quote 239524-03

Aug 20, 2025

CITY OF THE DALLES
1215 W 1ST ST
THE DALLES Oregon 97058
Attention: ROCKY PENCE

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 275 Compact Construction Equipment
MACHINE SPECIFICATIONS

275 CTL DCA6A	654-2008	$136,100.00
INCLUDES:		$0.0
586-0279 275 05A COMPACT TRACK LOADER	586-0279	$0.0
654-2021 CAB PACKAGE, ULTRA	654-2021	$0.0
606-9933 HYDRAULICS, PERFORMANCE (HP3)	606-9933	$0.0
642-9076 IDLER WHEELS, TRIPLE FLANGE	642-9076	$0.0
579-2311 WORKLIGHTS,LED,FRONT/REAR/SIDE	579-2311	$0.0
585-9838 COMFORT PKG, ENCLOSED CAB,HVAC	585-9838	$0.0
585-9588 SEAT,AIR SUSPENSION,HEAT/VENT	585-9588	$0.0
607-5802 TECHNOLOGY PACKAGE (T5)	607-5802	$0.0
585-9956 FAN,COOLING, DEMAND, REVERSING	585-9956	$0.0
640-5405 HOSE GUIDE, ATTACHMENT	640-5405	$0.0
579-2312 REAR LIGHTS	579-2312	$0.0
593-7244 DOOR, CAB, POLYCARBONATE	593-7244	$0.0
613-1924 SEAT BELT, 2"	613-1924	$0.0
650-7134 CERTIFICATION ARR, P65	650-7134	$0.0
651-5070 COLD STARTING PACKAGE (120V)	651-5070	$0.0
585-9939 COUPLER, HYD, SELF LVL,RTD,WTP	585-9939	$0.0
TRACK,RUBBER,450MM(17.7IN)BAR	594-6234	$955.00
GUARDING / SEALING PKG, (HD1)	645-2384	$500.00
FUEL, MANUAL PRIMING	615-4629	$0.00
AIR CONDITIONING, R134A REF	661-1439	$0.00
PRODUCT LINK, CELLULAR PL243	579-2323	$0.00
INTEGRATED RADIO	651-8586	$680.00
RIDE CONTROL	586-0269	$975.00
ARM, MATERIAL HANDLING, SSL	216-8756	$1,724.00
BROOM, PICKUP, BP118C	448-5690	$11,278.00

SELL PRICE	$152,212.00
SOURCEWELL MEMBER DISCOUNT AT 21% OF CAT CONTENT	($31,964.52)
NET BALANCE DUE	**$120,247.48**
CORP ACT SURCH (0.57%)	$685.41
TOTAL BALANCE	**$120,932.89**

WARRANTY

Standard Warranty: 24 Months, 2000 Hours Standard Warranty

F.O.B/TERMS: The Dalles

ADDITIONAL CONSIDERATIONS

- Quoted as per Sourcewell Contract# 011723-CAT

Accepted by______________________________ **on** ____________________

____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Joe Lindberg
Machine Sales Representative
Peterson CAT
+1 503-880-6648
JALindberg@petersoncat.com

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: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Adopting Resolution No. 25-038, a resolution clarifying compensation for City employees

BACKGROUND: All City employees are *public officials* for purposes of the Oregon Government Ethics Law. ORS 244.040 prohibits public officials from using their position for financial gain, including receiving a salary, unless it is part of their "official compensation package", which is determined by the public body that the public official serves.

The Charter authorizes the City Council to prescribe compensation for City personnel, which includes salary and benefits. The City Council prescribes salary through the adoption of wage tables for each position. The specifics of employee compensation are typically detailed in the appropriate employment agreement (for the City Manager, City Attorney, and Municipal Judge), collective bargaining agreement for unionized positions, and the City's employee handbooks.

On May 9, 2025, the Oregon Government Ethics Commission (**OGEC**) issued Commission Advisory Opinion No. 25-126A to find that public officials may receive certain *fringe benefits* if made part of their official compensation package consistent with ORS 244.040(2)(a). In effect, OGEC indicates City employees may receive from the City food, beverages, and other incidental items of modest or de minimis value customarily provided by employers to employees if those benefits are part of their official compensation package.

The attached Resolution applies with respect to City employees (including their relatives or household members who are accompanying them during work-related events such as but not limited to meetings, team building activities, and conferences, but excluding all of the City's elected or appointed officials) to:

(1) expressly make food, beverages, and those other incidental items part of the official compensation package for all City employees; and

(2) clarifies that the City's intent has been that compensation always included—as part of every past or current City employee's official compensation package—food, beverage, and those other incidental items for purposes of every wage table, employment agreement, collective bargaining agreement, and the City's employee handbooks.

BUDGET IMPLICATIONS: There are no budget changes anticipated as a result of the passage of this Resolution. The budgeting of expenses associated with food, beverage, and incidental items would typically occur through the annual budget process.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** ***Move to adopt Resolution No. 25-038, as presented.***

2. Make modifications to then move to adopt Resolution No. 25-038, as amended.

3. Decline formal action and provide Staff additional direction.

RESOLUTION NO. 25-038

A RESOLUTION CLARIFYING COMPENSATION FOR CITY EMPLOYEES

WHEREAS, Section 27 of the 2020 City of The Dalles Charter (**Charter**) authorizes Council to prescribe compensation for City personnel and elected officials;

WHEREAS, ORS 244.040(1) prohibits public officials from using their official position to obtain a financial gain for themselves unless specifically excepted and ORS 244.040(2)(a) specifically excepts any part of an *official compensation package* from that prohibition;

WHEREAS, OAR 199-008-0005 provides the term *official compensation package* means the wages and other benefits provided to public officials if "specifically approved by the public body in a formal manner, such as through . . . adopted personnel policies that apply generally to . . . other public officials";

WHEREAS, on May 9, 2025, OGEC issued its Commission Advisory Opinion No. 25-126A (**Opinion**) which found public officials may receive certain fringe benefits if made part of their official compensation package consistent with ORS 244.040(2)(a); and

WHEREAS, the City Council intends this Resolution to clarify that all commitments previously made or that will be made by the City to compensate its employees—irrespective of whether that compensation was or is detailed in an applicable employee handbook or collective bargaining or employment agreement—implicitly included or will otherwise expressly include certain fringe benefits consistent with OGEC's Opinion and ORS 244.040(2)(a) and in support of the public health, safety, and welfare, as provided herein.

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

Section 1. **Official Compensation Package**. To the extent not already applicable, the City Council hereby expressly makes food, beverages, and other incidental items of modest or de minimis value customarily provided by employers to employees (including their relatives or household members who are accompanying them during work-related events such as but not limited to meetings, team building activities, and conferences) part of the official compensation package for all City of The Dalles employees; provided, however, nothing in this Resolution applies to any of the City's elected or appointed officials.

Section 2. **Compensation Clarified**. The City Council hereby clarifies that, unless specifically excepted or in accordance with applicable law, the City of The Dalles has always intended the provisions of Section 1 to have been effective for all former and current City employees.

Section 3. **Effective Date**. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025,

Voting **Yes**	Councilors:	______________________
Voting **No**	Councilors:	______________________
Abstaining	Councilors:	______________________
Absent	Councilors:	______________________

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 2025.

____
Richard A. Mays, Mayor

ATTEST:

____
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 #10B

MEETING DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Adopting Resolution No. 25-032A, a resolution amending the City's *Official Compensation Policy for Elected Officials*

BACKGROUND: At its October 14, 2024, regular meeting, the City Council adopted Resolution No. 24-023 to establish the City's *Official Compensation Package Policy for Elected Officials* (**Policy**) consistent with Section 27 of the 2020 City of The Dalles Charter and ORS 244.040(2)(a)—that statute provides a specifically authorized exception (i.e., official compensation packages) to the default rule prohibiting Oregon public officials from using their official positions to obtain financial gain if the financial gain would not otherwise be available but for their holding of that position.

On May 9, 2025, the Oregon Government Ethics Commission (**OGEC**) issued Commission Advisory Opinion No. 25-126A (**Opinion**) to find that public officials may receive certain fringe benefits if made part of their official compensation package consistent with ORS 244.040(2)(a). In effect, the Opinion indicates mayors, city councilors, and City-appointed volunteers may receive food, beverages, and certain incidental items if those benefits are part of their official compensation package.

The attached proposed Resolution amends the Policy by:

1. expanding its provisions to also apply to appointed volunteers serving on the City's committees and commissions (e.g., Planning Commission, Budget Committee, etc.);

2. renaming it as the City's *Official Compensation Package Policy for Elected and Appointed Officials* in light of the above expansion;

3. adding a new Section 5(C) (*Food and Beverage*) to reflect that food, beverage, and other related items provided by the City to the Mayor and Councilor Position #5 during City-related events (e.g., meetings, conferences, etc.) are part of their official compensation package; and

4. adding a new Section 5(D) (*Incidental Items*) to reflect that incidental items of modest or de minimis value customarily provided by employers to employees (including their relatives or household members who are accompanying them during work-related events such as but not limited to meetings, team building activities, and conferences) are part of the official compensation packages for volunteers, the Mayor, and Councilor Position #5.

This proposed Resolution No. 25-032A is one of 3 proposed Resolutions involving the Policy and slated for Council's consideration tonight. This structured approach is to ensure consistency with the provisions of ORS 244.120(2)(b)(A), which requires public officials met with actual conflicts of interest to refrain from participating in any discussion or debate on the issue out of which the actual conflict arises or voting on the issue. On September 20, 2023, OGEC issued Advice 23-342I concerning the application of ORS 244.040(2) in light of that requirement to resolve a concern raised by an Oregon school board member (who had recently been authorized by state law to allow school boards to elect for their board members to receive a stipend)—OGEC advised and found:

> *When the item for a Board Member's position comes up on the agenda, that Board Member would need to disclose an actual conflict of interest and then refrain from any participation in the discussion and vote on the matter. The remaining Board Members could discuss the matter and vote on awarding the stipend to the conflicted School Board Member. Then the School Board would move on to a resolution for the next School Board position, repeating the process with each Board Member making an actual conflict of interest disclosure and refraining from participation when the matter involved their own position.*

<u>BUDGET IMPLICATIONS</u>: There are no budget changes anticipated as a result of the passage of this Resolution. The budgeting of expenses associated with food, beverage, and incidental items would typically occur through the annual budget process.

<u>COUNCIL ALTERNATIVES</u>:

1. **<u>Staff recommendation</u>:** ***Move to adopt Resolution No. 25-032A, as presented.***

2. Make modifications to then move to adopt Resolution No. 25-032A, as amended.

3. Decline formal action and provide Staff additional direction.

RESOLUTION NO. 25-032A

A RESOLUTION AMENDING THE CITY'S OFFICIAL COMPENSATION POLICY FOR ELECTED OFFICIALS

WHEREAS, Section 27 of the 2020 City of The Dalles Charter (**Charter**) authorizes Council to prescribe compensation for City personnel and elected officials;

WHEREAS, ORS 244.040(1) prohibits public officials from using their official position to obtain a financial gain for themselves unless specifically excepted and ORS 244.040(2)(a) specifically excepts any part of an *official compensation package* from that prohibition;

WHEREAS, OAR 199-008-0005 provides the term *official compensation package* means the wages and other benefits provided to public officials if "specifically approved by the public body in a formal manner, such as through . . . adopted personnel policies that apply generally to . . . other public officials";

WHEREAS, ORS 244.120(2)(b)(A) requires public officials met with an actual conflict of interest to refrain from participating as a public official in any discussion or debate on the issue out of which the actual conflict arises or from voting on the issue;

WHEREAS, on September 20, 2023, the Oregon Government Ethics Commission (**OGEC**) issued Advice 23-342I (**Advice**) concerning the application of ORS 244.040(2) in light of ORS 244.120(2)(b)(A)'s restrictions on participation and voting;

WHEREAS, the Advice offers OGEC's position on *inter alia* how Oregon school board members—who were recently authorized by state law to elect receive stipends—could actually vote on whether to award themselves stipends despite each member's actual conflict of interest on that issue, and OGEC found:

> *When the item for a Board Member's position comes up on the agenda, that Board Member would need to disclose an actual conflict of interest and then refrain from any participation in the discussion and vote on the matter. The remaining Board Members could discuss the matter and vote on awarding the stipend to the conflicted School Board Member. Then the School Board would move on to a resolution for the next School Board position, repeating the process with each Board Member making an actual conflict of interest disclosure and refraining from participation when the matter involved their own position.*

WHEREAS, at its October 14, 2024, regular meeting, the City Council adopted Resolution No. 24-023 to establish the City's *Official Compensation Package Policy for Elected Officials* (**Policy**);

WHEREAS, on May 9, 2025, OGEC issued its Commission Advisory Opinion No. 25-126A (**Opinion**) which found public officials may receive certain fringe benefits if made part of their official compensation package consistent with ORS 244.040(2)(a); and

WHEREAS, the City Council intends this Resolution to addend the Policy while satisfying the provisions of ORS 244.040(2)(a) consistent with OGEC's Advice and Opinion and in support of the public health, safety, and welfare.

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

Section 1. **Policy Renamed**. The City Council hereby renames the Policy as the City's *Official Compensation Package Policy for Elected and Appointed Officials*.

Section 2. **Policy Amended**. The City Council hereby adopts the amendments to Resolution No. 24-023 described in the redline comparison attached to and made part of this Resolution as its **Exhibit 1**.

Section 3. **Effective Date**. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025,

Voting **Yes**	Councilors:	____________________
Voting **No**	Councilors:	____________________
Abstaining	Councilors:	____________________
Absent	Councilors:	____________________

AND APPROVED BY THE COUNCIL PRESIDENT PURSUANT TO SECTION 16(2)(b) OF THE 2020 CITY OF THE DALLES CHARTER THIS 8TH DAY OF SEPTEMBER, 2025.

____
Timothy McGlothlin, Council President

ATTEST:

____
Amie Ell, City Clerk

Exhibit 1 to
Resolution No. 25-032A

1. **Title**. This Resolution may be referred to as the City's "Official Compensation Package Policy for Elected and Appointed Officials" (**Policy**).

2. **Authority**. This Policy is adopted pursuant to the provisions of the 2020 City of The Dalles Charter, ORS Chapter 244, OAR Chapter 199, and the *City Council Rules and Code of Conduct Policy*, as may be amended or superseded.

3. **Purpose**. The purpose of this Policy is to encourage all City electors to participate in City governance by reducing economic barriers to public service, compensate City officials commensurate with and reflective of their substantial time commitment to the City, and reimburse City officials for reasonable City-related expenses associated with that commitment.

4. **Applicability**. The provisions of this personnel Policy apply to ~~Councilors and~~ the positions of the Mayor ~~as the City's elected public officials~~, each Councilor, and appointed volunteers serving on City committees (**Volunteers**), only.

5. **Official Compensation Package**.

   A. ~~*Monthly Payments*.~~ *Per Month*. As became effective on January 1, 2025, during the term of their offices, the City shall ~~officially compensate Councilors $~~pay the position of each Councilor four hundred ($400.00) dollars per month and the position of Mayor ~~$~~five hundred ($500.00) dollars per month, payable at the same time all other City employees are paid; provided, however, ~~Councilors~~the positions of each Councilor and the Mayor shall receive a cost-of-living adjustment to their monthly payments based on the United States Bureau of Labor Statistics Consumer Price Index then-applicable to the City, as determined by the Finance Director, each July 1. The City shall not pay, monthly or otherwise, any Volunteer.

   B. *Reimbursement of Expenses*. The City shall directly pay Councilors and the Mayor for their City Manager-approved expenses incurred in the conduct of their budgeted and official duties on behalf of the City.

   C. *Food and Beverage.*

      (1) Volunteers. Food, beverage, and other related items provided by the City to Volunteers, including any of their relatives or household members who are appropriately accompanying them during a City-related event (e.g., meetings, team building activities, potlucks, volunteer appreciation lunches, retirement parties, retreats, and conferences), are part of their respective compensation packages.

(2) The Mayor and Councilor Position #5. In addition to Volunteers, the provisions of Section 5(C)(1) shall apply to the Mayor and Councilor Position #5.

D. *Incidental Items.*

(1) Volunteers. Incidental items of modest or de minimis value customarily provided by employers to employees (including their relatives or household members who are accompanying them during City-related events) are part of their respective compensation packages.

(2) The Mayor and Councilor Position #5. In addition to Volunteers, the provisions of Section 5(D)(1) shall apply to the Mayor and Councilor Position #5.

6. **No Other Compensation or Expectation**. Other than as described in Section 5 of this Policy, ~~neither~~the Mayor, Councilors~~ nor the Mayor~~, and Volunteers shall not receive (as a consequence of holding their respective elective offices) any City employment benefits available to other City employees, including medical insurance coverage, disability insurance benefits, life insurance benefits, and inclusion in the City's retirement program offered pursuant to 26 U.S.C. § 401(a). ~~Neither~~The Mayor, Councilors~~ nor the Mayor~~, and Volunteers are not expected to perform a minimum number of hours of service in exchange for any compensation authorized by this Policy.

7. **No Proration**. The timing for all payments authorized by this Policy shall be subject to the City's payroll practices applicable to all other City employees; provided, however, the City's first monthly compensation to ~~new Councilors or Mayors~~public officials serving as the newly elected Mayor or Councilor shall be for the month they take their oath of office, without regard to any proration.

8. **Budget**. Notwithstanding any other provision of this Policy, all compensation, adjustments, and reimbursements contemplated by this Policy are expressly conditioned on whether sufficient budgetary resources are allocated through the City's annual budget process consistent with Oregon Local Budget law.

9. **Waiver**. Any person entitled to receiving compensation under the provisions of this Policy (including Councilor-elects and Mayor-elects prior to assuming their respective office) may waive such compensation at any time in writing submitted to the City Manager.

10. **Withholdings**. Consistent with the provisions of the Internal Revenue Code and other applicable federal and state law or regulations, all payments authorized by this Policy shall be subject to all customary or required tax withholdings applicable to all other City employees.

11. **<u>Appendix</u>**. This Policy shall be appended to the *City Council Rules and Code of Conduct Policy*, as may be amended or superseded.

12. **<u>Rescission and Repeal</u>**. The provisions of all previously approved motions and Council actions and previously adopted documents, rules, resolutions, and policies inconsistent with this Policy are hereby rescinded or severed from such instruments and repealed as a matter and by operation of law, as appropriate.

~~13. Future Effective Date. This Resolution shall be effective January 1, 2025.~~

CITY of THE DALLES
313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
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AGENDA STAFF REPORT

AGENDA LOCATION: Item #10C

MEETING DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Adopting Resolution No. 25-032B, a resolution addending the City's *Official Compensation Policy for Elected and Appointed Officials*

BACKGROUND: At its September 8, 2025, regular meeting, the City Council adopted Resolution No. 25-032A to amend the City's *Official Compensation Package Policy for Elected and Appointed Officials* (**Policy**) consistent with Section 27 of the 2020 City of The Dalles Charter and ORS 244.040(2)(a)—that statute provides a specifically authorized exception (i.e., official compensation packages) to the default rule prohibiting Oregon public officials from using their official positions to obtain financial gain if the financial gain would not otherwise be available but for their holding of that position.

On May 9, 2025, the Oregon Government Ethics Commission (**OGEC**) issued Commission Advisory Opinion No. 25-126A (**Opinion**) to find that public officials may receive certain fringe benefits if made part of their official compensation package consistent with ORS 244.040(2)(a). In effect, the Opinion indicates mayors, city councilors, and City-appointed volunteers may receive food, beverages, and certain incidental items if those benefits are part of their official compensation package.

The attached proposed Resolution addends the Policy by:

1. adding a new Section 5(C)(3) (*Councilor Position #1 and Councilor Position #2*) to reflect that food, beverage, and other related items provided by the City to Councilor Position #1 and Councilor Position #2 during City-related events (e.g., meetings, conferences, etc.) are part of their official compensation package; and

2. adding a new Section 5(D)(3) (*Councilor Position #1 and Councilor Position #2*)

> to reflect that incidental items of modest or de minimis value customarily provided by employers to employees (including their relatives or household members who are accompanying them during City-related events) are part of the official compensation packages for Councilor Position #1 and Councilor Position #2.

This proposed Resolution No. 25-032B is one of 3 proposed Resolutions involving the Policy and slated for Council's consideration tonight. This structured approach is to help ensure consistency with the provisions of ORS 244.120(2)(b)(A), which requires public officials met with actual conflicts of interest to refrain from participating in any discussion or debate on the issue out of which the actual conflict arises or voting on the issue. On September 20, 2023, OGEC issued Advice 23-342I concerning the application of ORS 244.040(2) in light of that requirement to resolve a concern raised by an Oregon school board member (who had recently been authorized by state law to allow school boards to elect for their board members to receive a stipend)—OGEC advised and found:

> *When the item for a Board Member's position comes up on the agenda, that Board Member would need to disclose an actual conflict of interest and then refrain from any participation in the discussion and vote on the matter. The remaining Board Members could discuss the matter and vote on awarding the stipend to the conflicted School Board Member. Then the School Board would move on to a resolution for the next School Board position, repeating the process with each Board Member making an actual conflict of interest disclosure and refraining from participation when the matter involved their own position.*

BUDGET IMPLICATIONS: There are no budget changes anticipated as a result of the passage of this Resolution. The budgeting of expenses associated with food, beverage, and incidental items would typically occur through the annual budget process.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** ***Move to adopt Resolution No. 25-032B, as presented.***

2. Make modifications to then move to adopt Resolution No. 25-032B, as amended.

3. Decline formal action and provide Staff additional direction.

RESOLUTION NO. 25-032B

A RESOLUTION ADDENDING THE CITY'S OFFICIAL COMPENSATION POLICY FOR ELECTED AND APPOINTED OFFICIALS

WHEREAS, Section 27 of the 2020 City of The Dalles Charter (**Charter**) authorizes Council to prescribe compensation for City personnel and elected officials;

WHEREAS, ORS 244.040(1) prohibits public officials from using their official position to obtain a financial gain for themselves unless specifically excepted and ORS 244.040(2)(a) specifically excepts any part of an *official compensation package* from that prohibition;

WHEREAS, OAR 199-008-0005 provides the term *official compensation package* means the wages and other benefits provided to public officials if "specifically approved by the public body in a formal manner, such as through . . . adopted personnel policies that apply generally to . . . other public officials";

WHEREAS, ORS 244.120(2)(b)(A) requires public officials met with an actual conflict of interest to refrain from participating as a public official in any discussion or debate on the issue out of which the actual conflict arises or from voting on the issue;

WHEREAS, on September 20, 2023, the Oregon Government Ethics Commission (**OGEC**) issued Advice 23-342I (**Advice**) concerning the application of ORS 244.040(2) in light of ORS 244.120(2)(b)(A)'s restrictions on participation and voting;

WHEREAS, the Advice offers OGEC's position on *inter alia* how Oregon school board members—who were recently authorized by state law to elect receive stipends—could actually vote on whether to award themselves stipends despite each member's actual conflict of interest on that issue, and OGEC found:

> *When the item for a Board Member's position comes up on the agenda, that Board Member would need to disclose an actual conflict of interest and then refrain from any participation in the discussion and vote on the matter. The remaining Board Members could discuss the matter and vote on awarding the stipend to the conflicted School Board Member. Then the School Board would move on to a resolution for the next School Board position, repeating the process with each Board Member making an actual conflict of interest disclosure and refraining from participation when the matter involved their own position.*

WHEREAS, at its October 14, 2024, regular meeting, the City Council adopted Resolution No. 24-023 to establish the City's *Official Compensation Package Policy for Elected Officials*;

WHEREAS, on May 9, 2025, OGEC issued its Commission Advisory Opinion No. 25-126A (**Opinion**) which found public officials may receive certain fringe benefits if made part of their official compensation package consistent with ORS 244.040(2)(a);

WHEREAS, at its September 8, 2025, regular meeting, the City Council adopted Resolution No. 25-032A to rename and amend the policy established by Resolution No. 24-023 as the City's *Official Compensation Package Policy for Elected and Appointed Officials* (**Policy**); and

WHEREAS, the City Council intends this Resolution to addend the Policy while satisfying the provisions of ORS 244.040(2)(a) consistent with OGEC's Advice and Opinion and in support of the public health, safety, and welfare.

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

Section 1. **Policy Addended**. The City Council hereby addends the Policy amended by Resolution No. 25-032A as follows:

A. With respect to *food and beverage*, a new Section 5(C)(3) shall read:

(3) Councilor Position #1 and Councilor Position #2. The provisions of Section 5(C)(1) shall apply to Councilor Position #1 and Councilor Position #2.

B. With respect to *incidental items*, a new Section 5(D)(3) shall read:

(3) Councilor Position #1 and Councilor Position #2. The provisions of Section 5(D)(1) shall apply to Councilor Position #1 and Councilor Position #2.

Section 2. **Effective Date**. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025,

Voting **Yes**	Councilors:	______________________________
Voting **No**	Councilors:	______________________________
Abstaining	Councilors:	______________________________
Absent	Councilors:	______________________________

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 2025.

____
Richard A. Mays, Mayor

ATTEST:

____
Amie Ell, City Clerk

CITY of THE DALLES
313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
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AGENDA STAFF REPORT

AGENDA LOCATION: Item #10

MEETING DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Adopting Resolution No. 25-032C, a resolution addending the City's *Official Compensation Policy for Elected and Appointed Officials*

BACKGROUND: At its September 8, 2025, regular meeting, the City Council adopted Resolution No. 25-032A to amend the City's *Official Compensation Package Policy for Elected and Appointed Officials* (**Policy**), as addended by Resolution No. 25-032B, consistent with Section 27 of the 2020 City of The Dalles Charter and ORS 244.040(2)(a)—that statute provides a specifically authorized exception (i.e., official compensation packages) to the default rule prohibiting Oregon public officials from using their official positions to obtain financial gain if the financial gain would not otherwise be available but for their holding of that position.

On May 9, 2025, the Oregon Government Ethics Commission (**OGEC**) issued Commission Advisory Opinion No. 25-126A (**Opinion**) to find that public officials may receive certain fringe benefits if made part of their official compensation package consistent with ORS 244.040(2)(a). In effect, the Opinion indicates mayors, city councilors, and City-appointed volunteers may receive food, beverages, and certain incidental items if those benefits are part of their official compensation package.

The attached proposed Resolution addends the Policy by:

1. adding a new Section 5(C)(4) (*Councilor Position #3 and Councilor Position #4*) to reflect that food, beverage, and other related items provided by the City to Councilor Position #3 and Councilor Position #4 during City-related events (e.g., meetings, conferences, etc.) are part of their official compensation package; and

2. adding a new Section 5(D)(4) (*Councilor Position #3 and Councilor Position #4*) to reflect that incidental items of modest or de minimis value customarily provided by employers to employees (including their relatives or household members who are accompanying them during City-related events) are part of the official compensation packages for Councilor Position #3 and Councilor Position #4.

This proposed Resolution No. 25-032C is one of 3 proposed Resolutions involving the Policy and slated for Council's consideration tonight. This structured approach is to help ensure consistency with the provisions of ORS 244.120(2)(b)(A), which requires public officials met with actual conflicts of interest to refrain from participating in any discussion or debate on the issue out of which the actual conflict arises or voting on the issue. On September 20, 2023, OGEC issued Advice 23-342I concerning the application of ORS 244.040(2) in light of that requirement to resolve a concern raised by an Oregon school board member (who had recently been authorized by state law to allow school boards to elect for their board members to receive a stipend)—OGEC advised and found:

> *When the item for a Board Member's position comes up on the agenda, that Board Member would need to disclose an actual conflict of interest and then refrain from any participation in the discussion and vote on the matter. The remaining Board Members could discuss the matter and vote on awarding the stipend to the conflicted School Board Member. Then the School Board would move on to a resolution for the next School Board position, repeating the process with each Board Member making an actual conflict of interest disclosure and refraining from participation when the matter involved their own position.*

BUDGET IMPLICATIONS: There are no budget changes anticipated as a result of the passage of this Resolution. The budgeting of expenses associated with food, beverage, and incidental items would typically occur through the annual budget process.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** ***Move to adopt Resolution No. 25-032C, as presented.***

2. Make modifications to then move to adopt Resolution No. 25-032C, as amended.

3. Decline formal action and provide Staff additional direction.

RESOLUTION NO. 25-032C

A RESOLUTION ADDENDING THE CITY'S OFFICIAL COMPENSATION POLICY FOR ELECTED AND APPOINTED OFFICIALS

WHEREAS, Section 27 of the 2020 City of The Dalles Charter (**Charter**) authorizes Council to prescribe compensation for City personnel and elected officials;

WHEREAS, ORS 244.040(1) prohibits public officials from using their official position to obtain a financial gain for themselves unless specifically excepted and ORS 244.040(2)(a) specifically excepts any part of an *official compensation package* from that prohibition;

WHEREAS, OAR 199-008-0005 provides the term *official compensation package* means the wages and other benefits provided to public officials if "specifically approved by the public body in a formal manner, such as through . . . adopted personnel policies that apply generally to . . . other public officials";

WHEREAS, ORS 244.120(2)(b)(A) requires public officials met with an actual conflict of interest to refrain from participating as a public official in any discussion or debate on the issue out of which the actual conflict arises or from voting on the issue;

WHEREAS, on September 20, 2023, the Oregon Government Ethics Commission (**OGEC**) issued Advice 23-342I (**Advice**) concerning the application of ORS 244.040(2) in light of ORS 244.120(2)(b)(A)'s restrictions on participation and voting;

WHEREAS, the Advice offers OGEC's position on *inter alia* how Oregon school board members—who were recently authorized by state law to elect receive stipends—could actually vote on whether to award themselves stipends despite each member's actual conflict of interest on that issue, and OGEC found:

> *When the item for a Board Member's position comes up on the agenda, that Board Member would need to disclose an actual conflict of interest and then refrain from any participation in the discussion and vote on the matter. The remaining Board Members could discuss the matter and vote on awarding the stipend to the conflicted School Board Member. Then the School Board would move on to a resolution for the next School Board position, repeating the process with each Board Member making an actual conflict of interest disclosure and refraining from participation when the matter involved their own position.*

WHEREAS, at its October 14, 2024, regular meeting, the City Council adopted Resolution No. 24-023 to establish the City's *Official Compensation Package Policy for Elected Officials*;

WHEREAS, on May 9, 2025, OGEC issued its Commission Advisory Opinion No. 25-126A (**Opinion**) which found public officials may receive certain fringe benefits if made part of their official compensation package consistent with ORS 244.040(2)(a);

WHEREAS, at its September 8, 2025, regular meeting, the City Council adopted Resolution No. 25-032A to rename and amend the policy established by Resolution No. 24-023 as the City's *Official Compensation Package Policy for Elected and Appointed Officials* (**Policy**), as addended by Resolution No. 25-032B; and

WHEREAS, the City Council intends this Resolution to addend the Policy while satisfying the provisions of ORS 244.040(2)(a) consistent with OGEC's Advice and Opinion and in support of the public health, safety, and welfare.

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

Section 1. **Policy Addended**. The City Council hereby addends the Policy amended by Resolution No. 25-032A, as addended by Resolution No. 25-032B, as follows:

A. With respect to *food and beverage*, a new Section 5(C)(4) shall read:

(4) Councilor Position #3 and Councilor Position #4. The provisions of Section 5(C)(1) shall apply to Councilor Position #3 and Councilor Position #4.

B. With respect to *incidental items*, a new Section 5(D)(4) shall read:

(4) Councilor Position #3 and Councilor Position #4. The provisions of Section 5(D)(1) shall apply to Councilor Position #3 and Councilor Position #4.

Section 2. **Effective Date**. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025,

Voting **Yes**	Councilors:	______________________________
Voting **No**	Councilors:	______________________________
Abstaining	Councilors:	______________________________
Absent	Councilors:	______________________________

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 2025.

____
Richard A. Mays, Mayor

ATTEST:

____
Amie Ell, City Clerk

CITY of THE DALLES
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THE DALLES, OREGON 97058

(541) 296-5481
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AGENDA STAFF REPORT

AGENDA LOCATION: Item #10E

MEETING DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Adopting Special Ordinance No. 25-609, a special ordinance granting a non-exclusive telecommunications franchise to Blue Mountain Networks, LLC.

BACKGROUND: Franchises play a critical role in the City's regulation of its public rights-of-way, promote the public interest's needs for critical infrastructure, and benefit constituents by connecting them to services offered for competitive rates. The City currently has franchise agreements with providers of cable services, electric utility services, natural gas services, solid waste disposal services, and telecommunications services.

Blue Mountain Networks **(BMN)** acquired Gorge Networks in 2020 and continued to operate their network within the City limits under Gorge Network's original franchise agreement. Staff became aware of this acquisition, and the need to appropriately transition and update said agreement to be consistent with other franchisee agreements, in late 2024.

The new franchise authorized by this Special Ordinance continues to build upon a significant effort to overhaul the City's existing franchise base template, which is about 30 years old and contains many provisions inconsistent with current franchise laws or otherwise not serving the City's best interests. Some of the new franchise's material terms include:

- a 15-year term, with the option for either the City or BMN to open the agreement every 5 years to renegotiate;
- requiring BMN notice the City of any transfer of its corporation to ensure the City continues to receive its owed franchise fees from potential new owners;

- clear processes for addressing virtually all issues related to the franchise or the City's regulation of its public rights-of-way; and
- a new franchise fee structure guaranteeing the City receives at least $500.00/quarter as a minimum annual franchise fee.

BUDGET IMPLICATIONS: Under the new franchise authorized by this Special Ordinance, BMN will pay the City (at least) $500.00/quarter as detailed on the City's fee schedule or 7% of its gross revenue generated within the city limits (whichever greater).

COUNCIL ALTERNATIVES:

1. **Staff recommendation:**
   Move to adopt Special Ordinance No. 25-609, as presented, by title only.

2. Make minor modifications to then move to adopt Special Ordinance No. 25-609, as amended, by title only.

3. Make substantive modifications to then direct Staff to bring back Special Ordinance No. 25-609 for a second reading at a future meeting.

4. Decline formal action and provide Staff additional direction.

SPECIAL ORDINANCE NO. 25-609

A SPECIAL ORDINANCE GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO BLUE MOUNTAIN NETWORKS LLC

WHEREAS, The Dalles Municipal Code (**TDMC**) Chapter 2.24 provides the City maintains full jurisdiction and exercises complete regulatory control over all public rights-of-way within the City's corporate limits pursuant to the City Charter and Oregon law;

WHEREAS, TDMC 2.24.040 provides no person may occupy a public right-of-way without the City's permission and the City grants permission to use its public rights-of-way by *inter alia* franchises;

WHEREAS, Blue Mountain Networks (**Franchisee**) requested from the City a telecommunications franchise to occupy the City's public right-of-way for the construction, maintenance, and operation of facilities for the purpose of providing telecommunications service; and

WHEREAS, the City Council finds its qualified grant of permission to Franchisee for the nonexclusive privilege of using the City's public rights-of-way as provided herein supports the public health, safety, and welfare.

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

1. Authorization. The City Council hereby authorizes the City Manager to execute the *Telecommunications Franchise Agreement* with Franchisee attached to and made part of this Special Ordinance as its **Attachment 1**.

2. Acceptance. The franchise granted through this Special Ordinance shall only be valid upon Franchisee's filing with the City Clerk (within 14 days from this Special Ordinance's adoption) a written acknowledgment and acceptance of all the terms and conditions provided herein, a copy of which is attached to and made part of **Attachment 1** as its **Exhibit A**.

3. Immediate Effect. To ensure the City's ability to regulate its public rights-of-way to the maximum extent feasible, the City Council hereby finds this Special Ordinance necessary to have immediate effect for the preservation of the peace, health, and safety of the City and shall therefore be effective upon adoption.

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4. Conditional Effect. Notwithstanding Section 3, this Special Ordinance shall be effective if and only if Franchisee files with the City Clerk a duly executed copy of the acceptance document described in Section 2 by September 22, 2025; otherwise, this Special Ordinance and the privilege it grants take no effect whatsoever and are void as a matter and by operation of law.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025,

Voting **Yes**	Councilors:	____
Voting **No**	Councilors:	____
Abstaining	Councilors:	____
Absent	Councilors:	____

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 2025.

____
Richard A. Mays, Mayor

ATTEST:

____
Amie Ell, City Clerk

TELECOMMUNICATIONS FRANCHISE AGREEMENT

This TELECOMMUNICATIONS FRANCHISE AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and Blue Mountain Networks LLC, a Delaware limited liability company (**Franchisee**), for its occupancy of the City's public right-of-way to construct, maintain, and operate a telecommunications system within the City's corporate limits.

WHEREAS, the City is an Oregon municipal corporation with home rule authority under the Constitution of the State of Oregon;

WHEREAS, The Dalles Municipal Code (**TDMC**) 2.24.020 provides the City has jurisdiction and exercises regulatory control over all public rights-of-way within the City pursuant to the City Charter and Oregon law;

WHEREAS, TDMC 2.24.040 provides no person may occupy or encroach on a public right-of-way without the City's permission and the City grants permission to use public rights-of-way by *inter alia* franchises;

WHEREAS, Oregon law authorizes the City with *inter alia* the discretion to determine by contract the terms and conditions, including payment of a privilege tax and other charges and fees, upon which any telecommunications carrier may be permitted to occupy the City's public rights-of-way or other public places;

WHEREAS, Franchisee requested the City's permission to occupy City-regulated public rights-of-way and other public places to construct, operate, use, and maintain telecommunications services and relevant appurtenances; and

WHEREAS, the City desires to formalize and qualify its grant of permission to Franchisee as provided herein.

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

1. DEFINITIONS. The Parties agree, except where the context clearly indicates otherwise, the following terms (regardless of capitalization) and both their singular and plural and noun and verb forms, as applicable, mean the following:

1.1 Applicable law means any provision of legislative, administrative, or judicially created federal, Oregon, or local law applicable to Franchisee, the substance of this Agreement, or its performance by the Parties.

1.2 Basic telephone service has the meaning given that term by ORS 759.400(1), as may be amended or superseded.

1.3 Carrier means any person that has located or intends on locating facilities on the public rights-of-way for the purpose of providing telecommunications service.

1.4 City standards means constructed in accordance with all rules and regulations of the City, including (without limitation) the terms of all required permits, applicable provisions of The Dalles Municipal Code, City-approved traffic control and temporary pedestrian accessible route plans, and the then-current version of the *City of The Dalles Standard Specifications for Construction*.

1.5 Conduit or duct means a raceway for the enclosure of cables.

1.6 Effective date means the date of Franchisee's acceptance of the franchise granted pursuant to this Agreement as indicated on its *Acknowledgment and Acceptance*, attached to and made part of this Agreement as its **Exhibit A**.

1.7 Facility means any tangible component of Franchisee's telecommunications system, including fiber, wires, cables, pipes, mains, ducts, conduits, vaults, pedestals, poles, antennae, power boxes, cabinets, and electrical equipment.

1.8 Franchise means the City's qualified grant of permission to Franchisee for the nonexclusive privilege of using public rights-of-way pursuant to this Agreement.

1.9 Gross revenue means, to the maximum extent allowed under appliable law, all revenues derived (directly or indirectly) by Franchisee from its provision of telecommunication services within the City, regardless of the type of equipment used to provide such services. *Gross revenue* shall not be net of: **(a)** any operating expense; **(b)** any accrual, including any accrual for commissions; or **(c)** any other expenditure, regardless of whether such expense, accrual, or expenditure reflects a cash payment. *Gross revenue* shall not include: **(a)** any taxes, fees, or assessments collected by Franchisee from customers for pass-through to a government agency, including franchise fees; **(b)** service revenue that does not involve using the public right-of-way, such as fixed wireless internet; **(c)** revenue from installation fees or equipment sales and rental paid by customers; **(d)** bad debt; **(e)** credits, refunds, and deposits paid to customers; and **(f)** any other exclusions available under applicable law.

1.10 Hazardous substance has the meaning given that term by ORS 465.200(16), as may be amended or superseded.

1.11 Interconnected voiceover internet protocol service has the meaning given that term by ORS 759.400(3), as may be amended or superseded.

1.12 Minimum annual franchise fee means the minimum amount Franchisee is required to pay annually to the City under this Agreement.

1.13 Person means an individual, corporation, association, firm, partnership, trust, governmental agency, or any other legal entity.

1.14 Public place means any place within the City's corporate limits, open to the public, and either City-owned or controlled, but not public right-of-way.

1.15 Public right-of-way has the meaning given that term by TDMC 2.24.010, as may be amended or superseded.

1.16 Telecommunications has the meaning given that term by ORS 759.005(7), as may be amended or superseded, and means the transmission of information chosen by a person, between or among points specified by the person, without change in the form of content of the information sent or received, including interconnected voiceover internet protocol service and basic telephone service.

1.17 Telecommunications service has the meaning given that term by ORS 759.005(8), as may be amended or superseded, and means telecommunications offered for a fee to the public, or to such class of users as to be effectively available to the public, without regard to the facilities used to provide the telecommunications. Notwithstanding the foregoing, for purposes of this Agreement, “telecommunications service” includes all internet access services as defined by ORS 305.822, exchange access services as defined by ORS 403.105(11), and interconnected Voice over Internet Protocol service as defined by ORS 759.400(3). It does not include unlicensed fixed wireless internet service where there is no use of the public right-of-way.

1.18 Telecommunications system means all facilities owned, leased, rented, maintained, or used by Franchisee for the purpose of providing telecommunications service and located in, under, or above the public right-of-way.

1.19 User means any person lawfully receiving telecommunications service.

2. FRANCHISE.

2.1. Franchise Granted. The City grants Franchisee the nonexclusive privilege and permission to erect, construct, extend, operate, and maintain its telecommunications system within the public right-of-way as qualified by and pursuant to the terms of this Agreement, effective from the date indicated in this Agreement’s executed **Exhibit A**.

2.1.1. *No Right to Attach*. Notwithstanding any other provision of this Agreement, Franchisee agrees this Franchise does not grant it the right to attach any facilities to or place any facilities on any structures owned or operated by the City or any other governmental entity. Franchisee agrees to enter separate agreements if it desires to attach any facility to or place any facility on any structures owned or operated by the City or any other governmental entity.

2.1.2. *Minimum Interference*. Franchisee agrees each and every part of its exercise of any of the permissions granted by this Agreement will be performed in the least invasive and disruptive manner feasible so as to cause the minimum possible interference with the public right-of-way’s use. Without limitation, Franchisee expressly agrees to perform so as to not interfere with sewers, water lines, or any other City-owned utility or infrastructure and other pipes, wires, conduits, cables, or other public or private facilities located in the public right-of-way or other public place. The Parties agree to work cooperatively during any design process impacting the public right-of-way to establish suitable locations for Franchisee's facilities; provided, however, Franchisee agrees all new installations serving new development will access such parcels through utility easements delineated on the approved partition or subdivision plat for that new development.

2.2. Term. The Parties agree this Agreement's term commences on the effective date and expires on its fifteenth anniversary unless sooner terminated; provided, however, the Parties further agree either Party may (upon 30 days' advance notice to the other prior to the expiration of each 5-year period from the effective date) open this Agreement to negotiate its provisions. If a good faith negotiation fails and the Parties are unable to agree to new provisions within 90 days from the date of the notice described in this **Section 2.2** (or other mutually agreed timeframe), the Parties agree the provisions of this Agreement will endure until the next expiration of each 5-year period or (at most) this Agreement's fifteenth anniversary. The Parties may agree, in writing, to extend this Agreement for 5-year periods upon the fifteenth anniversary of the Agreement, and upon the close of any successive 5-year term.

2.3. Compliance. Franchisee agrees to comply with the provisions of TDMC Chapter 2.24 (*Public Rights-of-Way*) and all other applicable provisions of The Dalles Municipal Code and applicable law, as they exist on the effective date and as may be amended or superseded. If any provision of the text of this Agreement and the provisions of TDMC Chapter 2.24 appear to conflict, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of TDMC Chapter 2.24 control. The City agrees to administer this Franchise and Agreement in a uniform, nondiscriminatory manner with respect to other similar telecommunications franchises.

2.4. Other Franchises Required. The Parties agree each and every other carrier is required to obtain and maintain a separate grant of the City's permission to occupy the public right-of-way. The City agrees to grant such permissions on a non-discriminatory basis.

2.5. Transfer. Franchisee agrees it may not assign or transfer the Franchise granted by and through this Agreement without the City's prior written consent and the City agrees not to unreasonably withhold or delay such consent; provided, however, the City agrees no such consent is required: **(a)** if the Oregon Public Utility Commission approves the assignment or transfer; **(b)** for Franchisee's assignment or transfer to an entity controlling, controlled by, or under common control with Franchisee, for any of Franchisee's rights, title, or interest in this Franchise; or **(c)** for Franchisee's assignment or transfer of its facilities to secure indebtedness. Franchisee agrees to reimburse the City all costs (including attorneys' fees) the City may reasonably incur to review and analyze any of Franchisee's requests for the City's consent to assignment or transfer.

2.6. Enforcement and Revocation.

2.6.1. *Notice of Violation*. If the City believes Franchisee has not complied with the terms of this Agreement, the Parties agree the City will notice Franchisee in writing of the nature of the alleged noncompliance.

2.6.2. *Right to Respond*. Franchisee agrees it will either cure any default alleged in the notice of violation or demonstrate its compliance with this Agreement to the City's reasonable satisfaction within 30 days of its receipt. If the nature of the default is uncurable within 30 days, Franchisee agrees to initiate reasonable steps within such 30-day period to remedy the default expeditiously and to notice the City of those steps and the projected date of completion.

2.6.3. *Enforcement*. Subject to applicable law and Franchisee's right to respond set forth in **Section 2.6.2**, if the City determines Franchisee is in default of any provision of this Agreement, the City may (without limitation):

2.6.3.1. seek specific performance of any provision reasonably lending itself to such remedy;

2.6.3.2. commence an action at law for monetary damages or seek other equitable relief; and

2.6.3.3. commence proceedings to terminate this Agreement and revoke the Franchise pursuant to this **Section 2.6**.

2.6.4. *Revocation*. If the City has not received a satisfactory response from Franchisee pursuant to **Section 2.6.2**, the City may then seek to terminate this Agreement and revoke this Franchise at a noticed public hearing held by the City Council. The City agrees to provide Franchisee at least 10 days' advance notice of that public hearing. The City further agrees Franchisee may take an opportunity to state its position on the matter at the public hearing. The Parties agree the City Council will make a determination as to whether this Agreement will be terminated and this Franchise will be revoked after it considers any staff report, this Agreement, testimony, and all other evidence presented at the hearing. If the City Council determines to terminate this Agreement and revoke this Franchise, Franchisee agrees to remove all of its facilities contemplated by this Agreement from the public rights-of-way within 180 days from the date of the public hearing described in this **Section 2.6.4** (unless expressly waived by the City Council) or the City may assume possession and legal ownership of the facilities. If the City assumes possession and legal ownership of any facility, Franchisee agrees to provide a bill of sale or other documentation demonstrating City ownership upon the City's request. Any such action to terminate this Agreement may be subject to judicial review before any court of competent jurisdiction, in which case the remedies set forth in this **Section 2.6.4** will be subject to any decision of such court.

3. <u>INDEMNITY, INSURANCE, AND BONDING</u>.

3.1. <u>Indemnity</u>. Franchisee agrees to indemnify, defend, and hold harmless the City (including its elected or appointed officials, officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands for Franchisee's (including Franchisee's officers', agents', employees', and subcontractors') acts or omissions in the performance of this Agreement; provided, however, in no event does Franchisee agree to indemnify against the City's sole negligence. In accordance with the Oregon Tort Claims Act and Oregon Constitution, the City agrees to indemnify, defend, and hold harmless Franchisee against all liability, loss, and costs arising from actions, suits, claims, or demands for the City's acts or omissions in the performance of this Agreement; provided, however, in no event does the City agree to indemnify against Franchisee's sole negligence.

3.2. <u>Insurance</u>. Franchisee agrees, at its expense, to carry and maintain in effect throughout this Agreement's term (at least) the following coverage policies:

- *<u>Workers' Compensation</u>*. Workers' compensation coverage in compliance with ORS 656.017 to the extent it employs *subject workers*;

- *<u>Comprehensive General Liability Insurance</u>*. Commercial general liability insurance of not less than **$5,000,000** (*per occurrence*) and **$5,000,000** (*in aggregate*) for Bodily Injury, Personal Injury, and Property Damage;

- *<u>Commercial Automobile Liability Insurance</u>*. Commercial automobile liability insurance (including coverage for all owned, hired, and non-owned vehicles) in the amount of **$5,000,000** (*per accident*); and

- *<u>Pollution Liability Insurance</u>*. Pollution liability insurance through a Commercial General Liability policy and in the amount of **$5,000,000** written on either **(a)** a full occurrence form, **(b)** a limited occurrence form with at least a three-year tail, or **(c)** a claims-made form with a three-year tail.

3.2.1. *<u>Certificates</u>*. Franchisee agrees to provide the City with certificates of insurance naming the ***City of The Dalles, its employees, officials, and agents*** as an additional insured prior to any performance contemplated by this Agreement and to further provide the City thirty (30) days' written notice before cancelling or reducing any such required insurance policy. Franchisee agrees its failure to maintain the coverage policies required in **Section 3.2** throughout this Agreement's term or notice the City of cancellation of or reduction to any insurance policy contemplated by this Agreement is (at the City's sole discretion) grounds for this Agreement's immediate termination.

3.2.2. *<u>Subcontractor Insurance</u>*. Franchisee agrees to require its subcontractors performing any activities on behalf or at the behest of Franchisee pursuant to its permissions under this Agreement to carry and maintain in effect for the duration of such activities Workers' Compensation coverage, Commercial General Liability, Pollution Liability, and Commercial Automobile Liability with coverages equivalent to those listed in **Section 3.2**. Franchisee further agrees to require those subcontractors to provide Franchisee with certificates of insurance as evidence of coverage and (upon City's request) provide the City with certificates of insurance for those subcontractors. The Parties agree this **Section 3.2.2** survives the expiration or sooner termination of this Agreement.

3.2.3. *Workers' Compensation*. Franchisee agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Franchisee's insurance does not cover each and every subcontractor, Franchisee agrees to file with the City certificates of insurance issued on policies covering each and every subcontractor performing any activities on behalf or at the behest of Franchisee pursuant to its permissions under this Agreement, including any subcontract operations. Franchisee shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any performance contemplated by this Agreement.

3.3. Bonding. Franchisee agrees, prior to any commencement of construction activities contemplated by this Agreement that have a total individual cost exceeding $50,000.00, to file a performance bond or other surety (in favor of the City or any other person who may suffer damages as a result of Franchisee's breach of any duty assured by the bond or sureties) in an amount reasonably approved by the City and in a form approved by the City Attorney. Franchisee specifically agrees its provision of any bond or surety does not operate and will not be construed as operating to limit Franchisee's liability for damages. Franchisee agrees the City retains the right to waive the bonding and surety requirements listed in this **Section 3.3** at its option and sole discretion.

4. PUBLIC RIGHT-OF-WAY CHANGES.

4.1. Vacation. If the City authorizes vacation of any part of the public right-of-way used by Franchisee during the term of this Agreement, Franchisee agrees to remove its telecommunications system therefrom and restore, repair, or reconstruct the vacated area; provided, however, if the City Council initiates the vacation, Franchisee agrees to cover such removal, restoration, repair, or reconstruction costs and if a non-Party petitioner initiates the vacation, then the Parties agree those costs will be covered by the petitioner. If Franchisee fails, neglects, or refuses to perform this obligation when and if it arises, the Parties agree the City may provide Franchisee with 30 days' advance notice to so perform before the City may elect to itself perform the removal, restoration, repair, and reconstruction activities. Franchisee agrees it is responsible for any direct, indirect, and consequential costs to the City arising from Franchisee's failure, neglect, refusal, or delay pursuant to this **Section 4.1**. The City agrees to cooperate with Franchisee to identify alternative locations within the public right-of-way for placement of Franchisee's facilities impacted by any vacation.

4.2. Annexation or Dedication. The Parties agree that additional public right-of-way added to or within the City's boundaries, whether by annexation, dedication, or any other means, shall immediately become subject to the terms of this Agreement. The City agrees to use reasonable efforts to notice Franchisee of its annexation or acquisition of any such public right-of-way. Franchisee agrees to submit to the City a written statement describing all facilities implicated in any such public right-of-way (including documentation evidencing such acquisition and specifying the location of all such facilities) within 30 days from the City's notice described in this **Section 4.2**; the Parties further agree such facilities are immediately subject to the terms of this Agreement upon Franchisee's acquisition or control. The Parties expressly agree the City assumes no liability, in any way, for its failure to specially notice Franchisee of any publicly-noticed annexation or dedication.

5. CONSTRUCTION ACTIVITIES.

5.1. Construction Standards. Franchisee agrees all of its facilities shall be designed, installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated by reasonably experienced and demonstrably qualified personnel. and in accordance with the then-current version of the *National Electric Safety Code* and reasonable best practices. Franchisee (including its subcontractors) further agrees all construction activities it undertakes pursuant to this Agreement will be compliant with City standards and all applicable laws and regulations.

5.2. New Construction. In the case of Franchisee's new construction activities, Franchisee agrees, for each duct installed by Franchisee for its own purposes, it will install 1 duct reserved for the City and its municipal purposes; provided, however, Franchisee is only obligated to install up to a total of 4 ducts for municipal purposes in any given installation. Franchisee agrees to provide the City at least 30 days' advance written notice prior to any new construction involving duct installation. If the City elects to use such municipal duct installations, it agrees to pay Franchisee's standard rate for such installations.

5.3. Duty and Maintenance. In connection with its performance under this Agreement, Franchisee agrees (at all times) to employ reasonable care and implement industry-accepted best practices and devices to prevent failure or accidents with the potential to cause injury or property damage. Franchisee agrees to maintain all of its facilities in a good state of repair and to subscribe to a utility notification and locate service.

5.4. City Installation. Franchisee agrees the City may install or affix and maintain wires and equipment for municipal purposes upon any and all of Franchisee's facilities, without charge to the City. Franchisee further agrees the value of the City's use of its facilities will not be deducted from its payment obligations under this Agreement or other fees payable to the City. The City agrees Franchisee is not responsible for any damage resulting to the City's wires or property occurring as a result of the City's use of Franchisee's facilities and further agrees to be responsible for maintenance, relocation, or repair fees in the event any City-approved costs are incurred by Franchisee for such activities.

5.5. Maps. Franchisee agrees to maintain maps and data pertaining to all of its facilities located in the City on file at an office located in the State of Oregon. Franchisee further agrees the City may inspect all such maps and data pertaining to Franchisee's facilities at any time during regular business hours upon 5 business days' advance notice. Upon the City's request, Franchisee agrees to provide current maps and data to the City showing the location of all Franchisee's facilities within the City's corporate limits, without charge to the City. Upon completion of any and all of its facilities, Franchisee agrees to provide a map or maps consistent with this **Section 5.5** to the City and showing the location as built of its installed telecommunications system and specifically including a computation demonstrably indicating the extent of Franchisee's occupancy of the public rights-of-way described in linear feet. Franchisee further agrees such provided as-built maps will be in a form reasonably acceptable to the City Engineer and define specific locations of the facilities. The City agrees to only use Franchisee's maps and data for municipal purposes and further agrees to withhold them from disclosure unless the City Attorney determines no statutorily-authorized exemption from disclosure applies to such records in response to a request submitted pursuant to the Oregon Public Records Law. The City will provide to Franchisee notice and opportunity to seek judicial review of such determination prior to disclosure consistent with Oregon Public Records Law.

5.6. Permits. Franchisee agrees to comply with all generally applicable permitting requirements before commencing any exercise of its permission contemplated by this Agreement. Franchisee expressly agrees it shall not perform any construction activities of any kind in the public rights-of-way without first obtaining all City-required permits and approvals.

5.7. Construction Notice and Schedule.

5.7.1. *Notice to Others*. Franchisee agrees to give such notice as required by law to the City, other units of government, abutting property owners, and other City permittees, licensees, and franchisees, who own or maintain facilities potentially impacted by Franchisee's construction activities.

5.7.2. *Schedule to City*. Prior to commencing any construction contemplated or authorized by this Agreement, Franchisee agrees to provide the City with a schedule of its construction activities. Franchisee agrees to inform the City of any material changes to the schedule.

5.8. Restoration.

5.8.1. *Obligations*. Franchisee agrees to restore any damage or disturbance to public rights-of-way or public places caused by its performance of this Agreement, including any disturbance or damage caused by the removal of facilities upon termination of this Agreement, all at Franchisee's sole expense. Franchisee expressly agrees it is Franchisee's sole responsibility to locate and avoid all locatable utilities and infrastructure located within any construction area and accepts liability for any costs to repair or replace any property which may be damaged due to its construction activities or location of any and all facilities.

5.8.2. *Restoration Condition*. Franchisee agrees its restoration of the public rights-of-way, public places, or any other property will be (at least) to City standards, regardless of the impacted area's or property's condition before Franchisee's damage or disturbance.

5.9. Labor and Materials. Franchisee agrees it is solely responsible and bears all expenses for furnishing all necessary labor and materials to install and maintain its own facilities; provided, however, the City retains its authority to approve all materials and methods necessary for Franchisee's activities contemplated by this Agreement pursuant to TDMC 2.24.060(C).

5.10. City Authority. The Parties expressly agree nothing in this Agreement shall be construed, in any way, to prevent the City from exercising its full jurisdiction and regulatory control over the public rights-of-way, constructing and maintaining any public improvement in any public right-of-way or public place, or any other authority connected with its status as a municipal corporation of the State of Oregon.

6. PUBLIC RIGHT-OF-WAY OCCUPANCY.

6.1. Undergrounding Required. Except as provided in this **Section 6.1** or otherwise approved in writing by the City Manager on a case-by-case basis (in their sole discretion after determining the public interest is best served in the particular instance), Franchisee agrees to install its facilities underground unless the City specifically permits attachments to utility poles or other aboveground facilities. Franchisee agrees to install its facilities underground where (at the time of installation) any existing cable, telecommunications, or electric facilities are already buried. In areas where cable, telecommunications, and electric facilities are all installed aerially at the time Franchisee installs its facilities, Franchisee may install its facilities aerially; provided, however, if the City undergrounds its own facilities, then Franchisee agrees to likewise underground its aerial facilities.

6.2. Emergency.

6.2.1. *Emergency Removal and Relocation*. Whenever the City determines removal or relocation of any facility is necessary to preserve traffic or public safety in the case of an emergency, Franchisee agrees the City may remove or relocate such facilities at Franchisee's sole expense, including expenses for restoration, relocation, or repair; provided, however, the City will be responsible for such expenses, including expenses for restoration or repair, if its removal or relocation amounts to negligence.

6.2.2. *Emergency Services*. The Parties recognize the City is a critical regional communications hub. Whenever the City determines an emergency exists involving interruption of telecommunications services within its corporate limits, the City agrees to notify Franchisee (using any practicable means and as soon as the City determines necessary) of the nature of the emergency. To the extent prioritizing such restoration of facilities would not jeopardize other emergency services or the public health and safety, Franchisee agrees to restore service as soon as practicable to City-owned buildings and utility infrastructure used for municipal purposes.

6.3. Trees. The City agrees Franchisee (including its subcontractors) may (at its sole expense) prune trees abutting public rights-of-way and necessary for the installation, maintenance, protection, or removal of its facilities so long as it uses prudent arboricultural techniques; provided, however, Franchisee agrees to provide 5 business days' notice to the City and any adjoining property owners prior to any pruning. Franchisee further agrees its pruning will be the minimum amount required to alleviate the substantial interference with the operation of its telecommunications system. Franchisee further agrees any wood, debris, or other matter resulting from its pruning will be removed from the public rights-of-way or public place on the same day the pruning activities occur. Franchisee agrees nothing in this **Section 6.3** grants it any right to enter or otherwise impact private property without the consent of the property owner.

6.4. Support and Relocation Requests.

6.4.1. *City Requested Support or Relocation*. Franchisee agrees to protect, support, temporarily disconnect, relocate, or remove any facility impacting a City project upon the City's request; provided, however, the City agrees to provide Franchisee with (at least) 90 days' advance notice, unless emergency conditions require a shorter notice period. Franchisee agrees to be responsible for any costs associated with this **Section 6.4.1** obligation to the same extent all other users of the public right-of-way are responsible for the costs related to the relocation of their facilities.

6.4.2. *Third-Party Requests for Support or Relocation*. Should it ever become necessary to rearrange or remove Franchisee's facilities at the request of a private person, Franchisee agrees to perform such rearrangement or removal as expeditiously as possible upon its receipt of reasonably advance written notice from the person desiring the temporary change of a facility's location; provided, however, that notice must: **(a)** be approved by and delivered to Franchisee through the City Manager; **(b)** detail the route of movement; **(c)** provide that the person giving the notice agrees to be responsible for Franchisee's costs for making the temporary change; **(d)** provide that the person giving the notice agrees to indemnify and hold harmless the City and Franchisee of and from any and all damages or claims caused from such temporary change of Franchisee's facilities; and **(e)** if required by Franchisee, be accompanied by a cash deposit or a good and sufficient bond to pay any and all of Franchisee's estimated costs (as determined by Franchisee).

6.5. Abandonment.

6.5.1. *For Failure to Use*. Franchisee agrees any facility it ceases to make use of for the purposes authorized by this Agreement for a continuous period of 6 months will be deemed abandoned and Franchisee further agrees it will not intentionally disconnect or destroy any such facility; in that case, Franchisee agrees the City may require Franchisee to remove the facilities and undertake restoration activities upon the City's dispatch of 15 days' advance notice. If Franchisee fails to remove the facilities or perform the restoration within that 15-day period, Franchisee agrees the City may (at its option and sole discretion) remove the facilities and require Franchisee to pay for the full cost of removal and restoration or the City may assume possession and legal ownership of the facilities. If the City assumes possession and legal ownership of any facility, Franchisee agrees to provide a bill of sale or other documentation demonstrating City ownership upon the City's request. This provision shall not apply to the extent the unused facility is reasonably necessary for Franchisee's own business, public, or other purposes.

6.5.2. *For Failing to Renew*. Franchisee agrees, if it goes out of business or withdraws service from the area and (as a consequence) refuses to renew this Agreement, it will not intentionally disconnect or destroy any facilities and legal title and all rights to use of the facilities revert to the City, who may sell, lease, or otherwise use the facilities at its option and sole discretion, subject to the City providing the Franchisee or its successors-in-interest fair compensation for the value of the facilities (which would reflect a deduction for any related costs incurred by the City). In the event that Franchisee abandons its facilities Franchisee agrees the City may (at its option and sole discretion) remove the facilities from all poles and underground conduits and require Franchisee to pay for the full cost of such removal and any restoration incidental thereto. If the City assumes possession and legal ownership of any facility subject to the provisions of this Agreement, Franchisee agrees to provide a bill of sale or other documentation demonstrating City ownership upon the City's request.

7. FRANCHISE FEE.

7.1. Annual Payment. Franchisee agrees to make its minimum annual franchise fee payment to the City annually by February 28 each calendar year during this Agreement's term, prorated monthly.

7.2. Minimum Annual Franchise Fee. Franchisee agrees the minimum annual franchise fee owed to the City is generally a function of whether Franchisee earned any revenue during any part of the preceding calendar year from users located within the City's corporate limits; specifically, the Parties agree Franchisee's annual payment obligation is determined by **Section 7.3**.

7.2.1. *If City-Earned Revenue*. If Franchisee so earned any revenue from users located within the City's corporate limits, Franchisee agrees its minimum annual franchise fee payment will comprise an amount representing 7% of Franchisee's gross revenue.

7.2.2. _*If No City-Earned Revenue*_. If Franchisee did not so earn any revenue from users located within the City's corporate limits, Franchisee agrees to pay the City a contract administration fee of $500.00 per calendar quarter.

7.3. Minimum Annual Payment Determination. In any given calendar year during this Agreement's term, if the amount described in **Section 7.2.1** (i.e., 7% of Franchisee's Gross revenue) is larger than the amount described in **Section 7.2.2** Franchisee agrees to pay the City the amount described in **Section 7.2.1**; otherwise, Franchisee agrees to pay the City the amount described in **Section 7.2.2**.

7.4. Sworn Statement. Franchisee agrees to furnish a sworn statement signed by an officer of Franchisee setting forth the amount of each annual payment and the calculations involved in its computation with each annual payment it submits to the City.

7.5. Effect of Payment. Franchisee agrees its annual payments are not credits toward the payment of property taxes or payments in lieu thereof, not paid toward any sales or income tax adopted by the City, and not paid toward any permit fees required by the City.

7.6. City Audit. Franchisee agrees the City may audit Franchisee's records to verify the minimum annual franchise fee has been correctly computed and paid by Franchisee. Franchisee further agrees to reimburse the City for its actual costs (including attorneys' fees) of such audits disclosing Franchisee paid 95% or less of the fee owing for the audit period.

7.7. Accord and Satisfaction. Franchisee agrees the City's acceptance of any payment or partial payment Franchisee makes will not be construed as a release of or an accord and satisfaction with respect to any claim the City may have for additional sums payable by Franchisee pursuant to the terms of this Agreement, unless such release is specified in a settlement agreement executed by the Parties.

7.8. Interest Owed. If Franchisee fails to make any payments contemplated by this Agreement by the dates scheduled for payments by this Agreement, Franchisee agrees to pay an interest charge computed from the due date for any such payment to the date such payment was made at 1.5 percent per month, not to exceed an annual rate equal to the maximum rate allowed by law.

7.9. Proceeds. As applicable, the Parties agree to meet and confer in good faith at least once annually to discuss proposals for partnering to provide Franchisee's low-income customers with financial assistance using proceeds from the franchise fees, as permitted by law, or other funding mechanisms.

8. HAZARDOUS SUBSTANCES.

8.1. Compliance with Laws. Franchisee agrees to comply with all applicable Oregon and federal laws, statutes, regulations, and orders concerning hazardous substances relating to Franchisee's telecommunications system in the public rights-of-way and public places.

8.2. Inspection. Franchisee agrees the City may inspect Franchisee's facilities located in the public right-of-way to determine if any release of hazardous substances has occurred or may occur from or related to Franchisee's telecommunications system.

8.3. Remediation. Franchisee agrees it will remove all residue of hazardous substances in compliance with applicable environmental remediation standards whenever Franchisee removes or modifies any of its facilities contemplated by this Agreement.

8.4. No Liability. The Parties expressly agree the City has no liability whatsoever for any claims, damages, or harm caused by or related to the existence or release of hazardous substances in or by Franchisee's telecommunications system or for Franchisee's failure to adequately address or remediate any hazardous substance. Franchisee agrees to forever indemnify the City against any claims, suits, actions, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of the release or threat of release of any hazardous substance caused by Franchisee's ownership, operation, or maintenance of a telecommunications system in the public rights-of-way or public places.

9. GENERAL PROVISIONS.

9.1. Time. The Parties agree time is of the essence to this Agreement's performance and each and every of its contemplated timeframes or deadlines.

9.2. Mutual Termination and Modification. The Parties agree this Agreement may be terminated or modified at any time by mutual written agreement.

9.3. Integration. The Parties agree this Agreement contains their entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements between them on this matter.

9.4. Venue and Choice of Law. 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 or in the U.S. District Court for the District of Oregon and any resolutions will be construed under the laws of the State of Oregon.

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

9.6. Survival. The Parties agree the provisions of this Agreement that, by their sense and purpose, should survive its expiration or termination will so survive; such surviving provisions expressly include (without limitation) **Sections 2.6.3** (*Enforcement*), **3.1** (*Indemnity*), **5.8** (*Restoration*), and **7** (*Franchise Fee*).

9.7. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion will not be considered a waiver of that Party's rights or deprive them of the right to thereafter insist upon strict adherence to that or any other of this Agreement's provisions.

9.8. Force Majeure. The Parties agree neither Party shall be held responsible for delay in the performance of this Agreement caused by circumstances beyond their control and making performance commercially impracticable, illegal, or impossible.

9.9. Counterparts. The Parties agree this Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between them.

Continues on next.

9.10. Notices. The Parties agree all notices required or permitted to be given under this Agreement will be deemed given and received *three* (3) *days* after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

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

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

To Franchisee: Manager
Blue Mountain Networks LLC
P.O. Box 1107
Hood River, OR 97031

IN WITNESS WHEREOF, the Parties duly execute this **TELECOMMUNICATIONS FRANCHISE AGREEMENT** this _____ day of September, 2025.

CITY OF THE DALLES

____
Matthew B. Klebes
City Manager

ATTEST:

____
Amie Ell
City Clerk

Approved as to form:

____
Jonathan M. Kara
City Attorney

BLUE MOUNTAIN NETWORKS LLC

____
Daniel Bubb
Manager

Exhibit A to
Telecommunications Franchise Agreement
Blue Mountain Networks LLC

ACKNOWLEDGMENT AND ACCEPTANCE

I hereby acknowledge I have read the provisions of **Special Ordinance No. 25-609** and am duly authorized to act on behalf of the franchisee (**Blue Mountain Networks LLC**) to hereby accept the terms of that Special Ordinance, its referenced *Telecommunications Franchise Agreement*, and applicable provisions of The Dalles Municipal Code.

DATED this _____ day of September, 2025.

BLUE MOUNTAIN NETWORKS LLC

By: ___________________________

Title: ___________________________

Date: ___________________________

CITY of THE DALLES
313 COURT STREET
THE DALLES, OREGON 97058

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

AGENDA STAFF REPORT

AGENDA LOCATION: Item #10F

MEETING DATE: September 8, 2025

TO: Honorable Mayor and City Council

FROM: Jonathan Kara, City Attorney
Joshua Chandler, Community Development Director

ISSUE: Adopting General Ordinance No. 25-1419, an ordinance repealing TDMC Chapter 8.28 (*Transient Merchants*) and TDMC Chapter 8.29 (*Mobile Food Vendors*) and establishing TDMC Chapter 8.06 (*Mobile Food Vendors & Transient Merchants*)

BACKGROUND: Proposed General Ordinance No. 25-1419 would update the City's rules for:

(1) ***mobile food vendors***, which engage in temporary food distribution from a fixed location; and

(2) ***transient merchants***, which engage in the temporary distribution of goods from a fixed location.

Aside from an update adding new health standards for mobile food vendors in 2019, the City's regulations for mobile food vendors and transient merchants have not been materially updated since 1997. Cities regulate those activities because they present unique issues and concerns with respect to planning, public works, public safety, and public infrastructure when compared to similar brick-and-mortar operations.

Due to the similar nature of and impacts associated with each activity, the City has historically regulated vendors and merchants through a single ordinance. In 2019, the City Council adopted General Ordinance No. 19-1376 to separate those regulations into their own TDMC Chapters, which seemed prudent then because it did not appear the City could figure out a way to incorporate food-specific regulations into a code that also regulated the distribution of goods without complicating the ordinance for transient merchants. This proposed ordinance reunites those Chapters into a single framework for regulating temporary vendors and transient merchants in a streamlined and consistent manner for City staff and with heightened transparency to the public.

Due to its consolidating nature, this proposed ordinance includes such significant reformatting and restructuring to the current ordinances that a redline would not prove particularly practical for Council's review—instead, to summarize the 8 key substantive updates this proposed ordinance considers:

1. <u>Licenses vs. Permits, Vendors vs. Merchants</u>. The proposed ordinance now distinguishes between mobile food vendor ***licenses*** (for food distribution) and transient merchant ***permits*** (for the distribution of goods that are not food), which are generally subject to identical regulations focused on addressing the impacts of those activities. Going forward, licenses and permits would share an application form.

2. <u>Exceptions</u>. The current ordinances do not generally apply to vendors or merchants engaging in food distribution or the distribution of goods in connection with approved athletic events, rodeos, carnivals, festivals, fairs, farmers markets, etc., and the proposed ordinance continues to provide those exceptions. The proposed ordinance also includes exceptions for youth-operated lemonade stands and similar low-impact activity, noncommercial distribution of informational items (e.g., informational fliers, pamphlets, etc.), ice cream trucks operating upon the City's public rights-of-way, and activity within an approved vendor or merchant pod (e.g., 6th Street Station, The Landing, etc.)

3. <u>Defined *Temporary* and *Transient*</u>. Regulated activity under the current ordinances is limited to temporary food distribution or the transient distribution of goods, but the they do not define *temporary or transient* with a firm timeline—this proposed ordinance clarifies those terms mean *not exceeding 12 months*.

4. <u>Expanded Applicability</u>. Regulated activity under the current ordinances is also limited to when a vendor or merchant engages in commercial (i.e., for pay) activity— because the impacts of such activities is not contingent on whether a patron pays or simply receives food or goods without charge (but instead depends on the nature activity itself), this proposed ordinance extends regulation to those activities even if no fee is charged by the vendor or merchant.

5. <u>License and Permit Types</u>.

   A. <u>*Current Ordinances*</u>. The current ordinances contain a mix of different license and permit types and rules regarding renewals. The current *merchant* ordinance has one license type, which is valid for 6 months and may be renewed once for an additional 6 months. The current *vendor* ordinance has 3 license classifications: if a vendor does not require connection to public utilities, they may elect to receive either:

      (1) a ***Type I license***, which is valid for 30 days and may be renewed up to 5 times a year; or

(2) a ***Type II license***, which is valid for 12 months and may be renewed once.

However, if a vendor requires connection to public utilities, more seating than otherwise allowed under a Type I or II license (i.e., 4 tables with 6 chairs each), or operates a pod, a ***Type III license*** is currently required and is issued concurrent with **Site Plan Review** approval under TDMC Title 10 (*Land Use and Development*) to operate permanently.

B. *Proposed Ordinance*. To streamline those license and permit processes, the proposed ordinance offers only 2 license and permit types:

(1) a ***Type I license/permit***, which would be valid for 30 days and is eligible for renewal up to 5 times; and

(2) a ***Type II license/permit***, which would be valid for 12 months and is not generally (see #6B, below) eligible for renewal.

6. Land Use and Development Processes. Certain activity or use of land triggers regulation by the City's land use and development ordinance, TDMC Title 10 (*Land Use and Development*). The proposed ordinance no longer offers ***Type III licenses*** because that activity is no longer *temporary* or *transient*.

A. *Site Plan Review*. In addition to the activities or conditions currently triggering the **Site Plan Review** approval requirement (described in #5A, above), the proposed ordinance would also include offering drive-through services as an additional trigger for that process.

B. *TBD Land Use and Development Process*. The proposed ordinance would require any vendor or merchant who occupies the same real property for more than 12 consecutive months to go through a land use and development process because their activity would no longer be *temporary* or *transient*—Oregon law requires the City regulate the permanent use of land through its land use and development ordinance because the state's regulation of that field preempts the City's authority and amendments to the City's land use and development ordinance requires state approval.

While Oregon law does not address when temporary use becomes permanent use, a maximum of *12 months* is the recommended best practice. If this proposed ordinance is adopted tonight, staff intends to work with the Planning Commission to bring a recommendation for applicable land use and development regulations for such activity back to the City Council for consideration and adoption in the future. Until then, the proposed ordinance includes an exception to the licensing/permitting requirement to allow any vendor or merchant who occupies the same real property for more than 12 consecutive months to continue operating without interruption simply by holding a valid ***Type II license*** or ***permit***.

7. Fees. This proposed ordinance does not change any fees (which are set by City Council resolution), but it does remove a fee and clarify and expand the applicability of a currently available fee reduction and waiver. Currently:

Type I vendor licenses = $30	Renewal = $25/each
Type II vendor licenses = $150	Renewal = $130
Merchant licenses = $50	Renewal = $50

   A. *Investigation Fee*. Currently, both vendors and merchants are required to remit a "down payment" investigation fee of $20 with their application and (upon approval) that fee is applied to their license fee payment—this proposed ordinance removes that investigation fee, which has been applied to perform background checks on applicants. That background check requirement appears to be a historical relic unique to only the current ordinances since the City does not require it for any other regulated activities—in fact, we could not identify any other Oregon city that requires background checks to operate as a vendor or merchant. Accordingly, staff recommends removing that requirement (and thus the investigation fee) because potential public safety concerns associated with these activities are already addressed through other provisions of this proposed ordinance and because that requirement appears to have a high potential for discouraging vendors and merchants from pursuing business opportunities in The Dalles.

   B. *Fee Reduction*. Currently, applicants for mobile food licenses who obtain verification they are providing at least 2 healthy food items on their menu are entitled to a 15% license fee reduction—this proposed ordinance enlarges that reduction to 50%.

   C. *Fee Waiver*. Currently, nonprofit corporations, community organizations, service clubs, charitable organizations, or persons who are selling Oregon-grown produce that they grew themselves are eligible for a transient merchant license fee waiver—this proposed ordinance expands fee waiver eligibility to vendors, too.

8. Enforcement. The current ordinances make violation of each ordinance punishable by a fine not exceeding $250, but the *sale of each article of food or goods* without a license is currently considered a *separate offense*—put another way, if an unlicensed vendor sold 2 hot dogs, 2 bags of chips, and 2 soft drinks, they could be facing a $1,500 fine under the current ordinances.

   The proposed ordinance eases up on penalty ramp-up while also including an escalator clause to deter continued violations by using identical penalties as the City Council just adopted for violations of TDMC Chapter 5.24 (*Noxious Vegetation*)—for violations occurring within any one-year period:

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

Special notice of the City Council's consideration of this proposed ordinance tonight was sent to all food pods and vendors and merchants with active licenses to facilitate community stakeholder engagement and meaningful participation here.

Consistent with ORS 294.160(1), the City must provide an opportunity for interested persons to comment on the enactment of any ordinance prescribing a new fee or fee increase or an increase in the rate or other manner in which the amount of a fee is determined or calculated—since some fee reduction and waiver provisions have been proposed for amendment here, it would be appropriate for the Mayor to offer the public an opportunity to comment on the adoption of the proposed ordinance prior to adoption.

BUDGET IMPLICATIONS: Administrative efficiencies to the City reflecting streamlined processing for mobile food vendor licensing and transient merchant permitting.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:**
   Move to adopt General Ordinance No. 25-1419, as presented, by title only.

2. Make minor modifications to then move to adopt General Ordinance No. 25-1419, as amended, by title only.

3. Make substantive modifications to then move to direct Staff to bring a revised General Ordinance No. 25-1419 back for a second reading at a future meeting.

4. Decline formal action and provide Staff direction accordingly.

GENERAL ORDINANCE NO. 25-1419

AN ORDINANCE REPEALING TDMC CHAPTER 8.28 (*TRANSIENT MERCHANTS*) AND TDMC CHAPTER 8.29 (*MOBILE FOOD VENDORS*) AND ESTABLISHING TDMC CHAPTER 8.06 (*MOBILE FOOD VENDORS & TRANSIENT MERCHANTS*)

WHEREAS, the City regulates the licensing of transient merchants pursuant to the provisions of TDMC Chapter 8.28 (*Transient Merchants*);

WHEREAS, the City regulates the licensing of mobile food vendors pursuant to the provisions of TDMC Chapter 8.29 (*Mobile Food Vendors*);

WHEREAS, TDMC Chapters 8.28's and 8.29's nearly identical provisions have not been materially updated since 1997;

WHEREAS, the Codes Enforcement Division, Community Development Department, City Attorney's Office recommend updating the City's regulation of the licensing of transient merchants and mobile food vendors to reflect modern operations and support administrative efficiency and public transparency; and

WHEREAS, the City Council finds the consolidation of TDMC Chapters 8.28 and 8.29 and update to the City's regulations on the licensing of transient merchants and mobile food vendors to support the public health, safety, and welfare, as provided herein.

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

Section 1. Chapter Repealed. The text of **TDMC Chapter 8.28** (*Transient Merchants*) shall be deleted and repealed in its entirety and **TDMC Chapter 8.28** shall be labeled *RESERVED* for the City's future use.

Section 2. Chapter Repealed. The text of **TDMC Chapter 8.29** (*Mobile Food Vendors*) shall be deleted and repealed in its entirety and **TDMC Chapter 8.29** shall be labeled *RESERVED* for the City's future use.

Section 3. Chapter Added. **Title 8** (*Business*) shall be amended by adding **Chapter 8.06** (*Mobile Food Vendors & Transient Merchants*), which shall read as follows:

8.06.010 Purpose and Applicability.
8.06.020 Definitions.
8.06.030 General Provisions for Licenses and Permits.
8.06.040 Specific License Provisions.
8.06.050 General Regulations.
8.06.060 Revocation.
8.06.070 Appeals.
8.06.080 Violations.
8.06.090 Severability and Cumulative Effect.

8.06.100 Transition.

CHAPTER 8.06
MOBILE FOOD VENDORS & TRANSIENT MERCHANTS

8.06.010 Purpose and Applicability.

A. Purpose. This Chapter's purpose is to provide reasonable and necessary regulations for the licensing of mobile food vendors and permitting of transient merchants to protect public health, safety, and welfare, reduce potential impacts to pedestrian and vehicular traffic on streets and sidewalks, and protect and preserve the economic, historic, and aesthetic values and objectives of the City.

B. Applicability. The provisions of this Chapter apply throughout the City's corporate limits; provided, however, this Chapter only applies to activity that is available or accessible to public patrons. For purposes of this Chapter, an activity is available or accessible to public patrons if it is conducted in a public place or on premises open to public entry or in a place reasonably understood by the public to be available or accessible.

8.06.020 Definitions.

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

A. *Activity* means temporary food distribution or transient distribution of goods.

B. *Curbside stop* means a stop by a vehicle at the curb for the purpose of food distribution.

C. *Department* means the City's Community Development Department.

D. *Distribution* means the facilitation or actual selling, displaying, serving, or dispensing of items, with or without charge.

E. *Food* means a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption, or chewing gum.

F. *Goods* means all tangible personal property ordinarily produced, distributed, or offered in commerce for purchase or barter for consumer use or consumption, including merchandise, products, wares, and similar commodities, but does not include food.

G. *Itinerant distribution* means food distribution from a vehicle on the public right-of-way, regardless of duration.

H. *License* means the City's qualified grant of permission to operate as a vendor within the City's corporate limits.

I. *Merchant* means and includes every person who is engaged or participating in, by any name or nature in the City, transient distribution of goods from a fixed location.

J. *NCPHD* means North Central Public Health District or successor local public health agency.

K. *Permit* means the City's qualified grant of permission to operate as a merchant within the City's corporate limits.

L. *Person* means a natural person, firm, partnership, informal or formal association, corporation, and all other similar organizational entities.

M. *Pod* means a lot or parcel that has received the City's land use and development approval to contain more than one vendor and/or merchant at any one time.

N. *Restroom* means a facility within 500 feet (measured by publicly accessible pedestrian access route) of a licensed location, offering hot and cold running water, and that includes a handwashing cleanser, hand drying provisions, waste receptacles, and toilet tissue, all as described by OAR 333-150 and 333-162.

O. *Special event* means an approved and short-term athletic event, carnival, fair, farmers market, festival, rodeo, or other approved public event the Department deems similar.

P. *Temporary* or *transient* means activity conducted for a total duration not exceeding 12 months on the same lot or parcel, regardless of ownership or whether the premises are leased, rented, or otherwise used.

Q. *Unit* means any vehicle, trailer, cart, table, stand, or other apparatus, including associated equipment (e.g., generators, canopies, cords, waste containers, etc.), used for food distribution or the distribution of goods.

R. *Vehicle* means any device in, upon, or by which any person or property is or may be transported or drawn upon a public highway.

S. *Vendor* means and includes every person who is engaged or participating in, by any name or nature in the City, temporary food distribution from a fixed location.

8.06.030 General Provisions for Licenses and Permits.

A. Licenses and Permits.

1. *Required*. No person shall be a vendor without a license duly issued pursuant to this Chapter unless specifically excepted as provided by this Chapter. No person shall be a

merchant without a permit duly issued pursuant to this Chapter unless specifically excepted as provided by this Chapter.

2. <u>*Exceptions*</u>. Notwithstanding any other provision of this Chapter:

   a. *Total Exceptions*. No license or permit is required for:

      (1) approved activity within a pod; or

      (2) for limited activity during, as part of, and within a special event.

   b. *License Exceptions*. No license is required for:

      (1) the occasional distribution by individuals younger than 16 years of age on private or government-owned property of lemonade, baked goods, or other food items customarily provided by youth stands; provided, however, this exception does not waive any separate permissions required to operate on City-owned property; or

      (2) for itinerant distribution consistent with TDMC 8.06.050(A)(3).

   c. *Permit Exception*. No permit is required for the noncommercial distribution of items, without charge, whose predominant purpose is to convey information or ideas (e.g., informational pamphlets, fliers, etc.).

B. <u>Issuance</u>. The City shall issue a license or permit upon its verification that a submitted application meets all listed requirements, the City has no basis to deny its approval, and the appropriate license or permit fee has been paid.

C. <u>City Property</u>. Notwithstanding any other provision of this Chapter, any person intending on being a vendor or merchant on City-owned property shall also comply with all other provisions of The Dalles Municipal Code and adopted City policies on the rules and regulations applicable to City property, including having all other required City permissions at the time they submit an application for a license or permit under this Chapter. No person shall be issued a license or permit for activity at City administrative offices, including City Hall, the Police Department, and Public Works Department.

D. <u>License and Permit Classification</u>. Type I and Type II licenses and permits are available for vendors or merchants who do not require direct connection to public utilities at their proposed location. Each proposed location requires its own license or permit. The City shall not issue the same person more than one Type I license or permit per year at the same location.

1. <u>*Type I*</u>. Type I licenses and permits are valid for 30 days from the issue date and an active license or permit may be renewed up to 5 times per year (for a maximum of 180 total licensed/permitted days). The City shall issue a Type I license or permit

renewal if the vendor or merchant submits a completed renewal application, is in good standing with the provisions of this Chapter, renewal is available for that license or permit, and the renewal fee has been paid.

2. *Type II*. Type II licenses and permits are valid for 12 months from the issue date and shall not be renewed except as provided in TDMC 8.06.030(D)(3)(a)(2).

3. *Land Use and Development Approval*. Activity on a lot or parcel that is more than temporary or the existence of any condition described in TDMC 8.06.030(D)(3)(b) is regulated by the relevant provisions of TDMC Title 10 (*Land Use and Development*).

   a. *Prohibition and Exceptions*. No activity associated with a vendor or a merchant shall occupy the same lot or parcel for longer than 12 consecutive months without the City's land use and development approval, except:

      (1) for approved activity within a pod; or

      (2) if the City does not have an applicable land use and development process available at the time it becomes required for a vendor or merchant to have that approval, the impacted vendor or merchant may continue their activity through new or renewed Type II licenses or permits until 6 months following the availability of that process.

   b. *Site Plan Review*. Notwithstanding any other provision of this Chapter, the City's land use and development approval through the City's Site Plan Review process as described in TDMC Article 10.030 (*Site Plan Review*) shall be required:

      (1) if a vendor or merchant requires direct connection to public utilities;

      (2) if a vendor or merchant intends to or offers drive-through services;

      (3) if a vendor intends to or offers more outdoor seating than described in TDMC 8.06.040(B) at an approved location; or

      (4) for the owner or operator of a pod that does not already have land use and development approval.

E. Applications.

1. *Form*. Any vendor or merchant intending on applying for a license or permit must submit a completed application on a form prepared by the City and available at the Department and on the City's website.

2. *Content*. The applicant must be the vendor seeking the license or merchant seeking the permit. All applications must include:

a. *General Information*.

(1) a legible color photocopy of the applicant's government-issued photo identification;

(2) the applicant's mailing address, phone number, and email address;

(3) if the applicant is a corporate entity, the name of the entity as it appears on Oregon Secretary of State records and documentation sufficient to show the person applying for the license or permit is duly authorized by that corporate entity to apply;

(4) the name, signature approving, and (if different than applicant) mailing address, phone number, and email address of the owner of the real property to be used for the activity;

(5) the nature of the activity for which a license or permit is sought;

(6) the location upon which the activity will be conducted;

(7) the day, days, and hours of operation for the activity will be conducted;

(8) the requested license or permit duration;

(9) an indication of whether the activity will require direct connection to utilities for the safe or lawful preparation or storage of food or goods;

(10) an indication of whether county or state approval is also applicable for the activity and, if so, an indication of whether the applicant has received all such applicable licensing or permitting or copies of such licensing or permitting;

(11) the applicant's agreement to indemnify the City from and against all claims for injury, loss, or damage arising out of the vendor's licensed or merchant's permitted activity;

(12) the name, mailing address, phone number, and email address of the applicant's agent for accepting service of process, notices, or demands required or permitted by law to be served upon the applicant, and the agent's acknowledged consent to accept such service on the applicant's behalf;

(13) a narrative description of the activity sufficient to inform the City of its appearance and manner of operation; and

(14) the applicant's certification that all information they submit on the application is true and correct.

b. *Location Information*.

(1) the street address of the real property to be used for the activity; and

(2) the specific site map information described in TDMC 8.06.030(E)(3).

3. <u>*Site Map*</u>. The City shall not issue any license or permit unless its application includes a site map (drawn to scale) with at least the following information included:

(1) the proposed location of the activity on the lot or parcel;

(2) the distance from the unit to the lot's or parcel's boundary lines;

(3) all structures, tables, chairs, carts, units, or other appurtenances intended to be used;

(4) parking areas;

(5) traffic flow, ingress, and egress on the lot or parcel;

(6) any outdoor seating and any umbrellas or sunshades;

(7) any signs;

(8) all waste receptacles; and

(9) any restrooms.

4. <u>*Fees*</u>.

a. *General.* All fees are set by the City Council by resolution. The City shall not issue any license or permit unless the applicant pays the applicable license or permit fee (based on license or permit type) at the time of application submission.

b. *Fee Waiver*. Notwithstanding any other provision of this Chapter, any applicant that is a nonprofit corporation, community organization, service club, charitable organization, or distributing produce that the applicant grew themselves and in Oregon shall have its license or permit fee waived if, prior to submitting its application, it makes a written request to the City Manager's Office that includes:

(1) the names and addresses of the officers and/or directors of the entity;

(2) the name and address of the person actually in charge of the activity; and

(3) a narrative description of the activity adequate to inform the City of its appearance and manner of operation.

F. Display. No vendor or merchant shall engage in their activity without their duly issued license or permit conspicuously on display on its unit at its approved location.

G. Conditions. The City may condition its approval of an application on reasonable and necessary conditions it deems necessary to protect the public health, safety, and welfare.

H. Denial. In addition to any other provision of this Chapter authorizing the City's denial of an application, the City shall not issue a license, permit, or renewal if:

1. its approval would violate any provision of applicable law, including other provisions of The Dalles Municipal Code;

2. any false or misleading information is supplied in the application or any information requested by the application is incomplete or missing;

3. for applications proposing to use City-owned property, if the applicant fails to include other approved and applicable City permissions (e.g., a non-recreational permit);

4. the applicant's proposed location or activity presents a danger to the public health, safety, or welfare which cannot be alleviated through the imposition of a condition of operation;

5. the applicant is unable to provide proof of compliance with all applicable county and state licensing or permitting requirements; or

6. the applicant fails to comply with any other applicable provision of this Chapter relating to the proposed conduct of the activity.

8.06.040 License-Specific Provisions.

A. License Applications. In addition to the requirements of TDMC 8.06.030, applicants for a license or license renewal must also include in their application:

1. the applicant's certification as to whether the applicant intends on providing 2 or more healthy food options as part of their licensed operation;

2. an indication of whether NCPHD or applicable law requires the activity to offer a restroom and, if so, a copy of NCPHD's duly executed *Mobile Food Unit: Restroom Agreement* or other demonstrable evidence of the restroom's proximity to the proposed location;

3. a narrative description or other documentation (e.g., executed contracts with plumbers, waste disposal entities, etc.) setting forth how the applicant will dispose of all grease, fats, and oils generated by their activity; and

4. a narrative description or other documentation (e.g., executed contracts with water providers, wastewater disposers, etc.) setting forth how the applicant will fill any water tanks or dispose of their wastewater generated by their activity.

B. Outdoor Seating and Restrooms. A vendor may offer outdoor seating at their location pursuant to a Type I or Type II license only when the vendor includes documentation in their application sufficient to show the vendor has access to a readily available restroom, in which case they may offer no more than 4 tables with no more than 6 seating spaces per table.

C. License Fee Reduction. The City shall reduce the otherwise applicable license fee by 50% if a vendor certifies it shall provide at its licensed activity at least 2 healthy food options. For purposes of this reduction, "healthy food" means plant-based food that does not include fried food, trans fats, or high-fructose corn syrup, or that has been demonstrably deemed by NCPHD as "healthy food".

D. Health. Vendors shall comply with all applicable City, county, and state licensing or permitting requirements. If a vendor receives notice of any health violation or revocation of health licenses or permits from any regulatory authority, the vendor shall inform the City in writing of that violation or revocation within 2 business days.

8.06.050 General Regulations.

A. Allowable Locations.

1. *Single Location*. Each license or permit is issued for a single location consistent with the approved site map. No vendor or merchant shall change their approved location unless the City approves a different location as part of a new license or permit or renewal. Aside from renewals, no lot or parcel shall have more than one vendor, merchant, license, or permit issued unless the owner of that real property or operator of such pod receives land use and development approval consistent with TDMC 8.06.030(D)(3).

2. *Zoning Districts*. The location of any license or permit issued under this Chapter shall be on private or government-owned property within one of the following zoning districts:

a. CBC – Central Business Commercial;

b. CG – General Commercial;

c. CLI – Commercial/Light Industrial;

d. CR – Recreational Commercial;

e. I – Industrial;

f. NC – Neighborhood Center Overlay, but any activity within this zoning district must occur between 10:00 a.m. and 7:00 p.m. Pacific Prevailing Time at a location at least 100 feet (measured in a straight line) from the nearest residential structure;

g. CFO – Community Facilities Overlay, but any activity within this zoning district must occur between 10:00 a.m. and 7:00 p.m. Pacific Prevailing Time at a location at least 100 feet (measured in a straight line) from the nearest residential structure; and

h. P/OS – Parks and Open Space.

3. *Public Rights-of-Way*.

a. *Only During Event*. No person shall engage in food distribution or the distribution of goods on, upon, or within the public right-of-way (e.g., sidewalks, streets, etc.), including from a vehicle, except for:

(1) limited operations during, as part of, and within an approved special event; or

(2) itinerant distribution consistent with the provisions of TDMC 8.06.050(A)(3)(b).

b. *Itinerant Distribution*. A person may engage in itinerant distribution without a license to sell factory-sealed, pre-packaged, and single-serving edible items customarily offered for sale from a unit primarily engaged in the distribution of frozen confections from a vehicle while stopped, moving, or during curbside stops not exceeding 10 minutes per block face if:

(1) no food handling or preparation occurs;

(2) the vehicle is lawfully parked without impeding travel lanes, sidewalks, crosswalks, or ADA access;

(3) no queue forms in the roadway; and

(4) all other traffic, noise, and safety laws are not violated.

B. Compliance. No vendor or merchant shall operate in a manner not in compliance with all applicable City, county, and state laws, regulations, and standards.

1. *Waste*. No vendor or merchant shall deposit any waste from their activity into storm sewers, sanitary sewers, recreational vehicle dump sites, public trashcans, or onto the ground, without the City's prior written permission.

2. *Signs*. No vendor or merchant shall erect or maintain any sign not in compliance with the City's adopted sign regulations or duly issued sign permit.

C. Structures and Personal Property.

1. *Placement and Removal*. No vendor or merchant shall allow the placement of or place their unit or structures, tables, chairs, or other appurtenant personal property used in connection with their activity at the location except pursuant to a duly issued license or permit and in accordance with applicable provisions of TDMC Title 10 (*Land Use and Development*) and the Oregon State Building Code.

2. *Sidewalk Furniture*. No vendor or merchant shall allow the placement of or place their unit or structures, tables, chairs, vending units, or other appurtenant personal property used in connection with the activity on the public right-of-way without the City's prior written permission.

3. *Shade*. No vendor or merchant shall allow the placement of or place umbrellas or other non-structural sunshades at the location without anchoring down and weighting them at all times during their use. No vendor or merchant shall fail to remove and store placed umbrellas or other sunshades at the end of each day of their activity.

D. Traffic. No vendor (including their unit or other appurtenant property) shall impair, impede, or otherwise interfere with the flow of pedestrian or vehicular traffic. No vendor or merchant shall allow the impairment, impedance, or other interference with the flow of pedestrian or vehicular traffic in connection with the activity.

E. Nontransferable. No license or permit shall be transferable to another person and any such attempted transfer shall be void.

F. Different Locations. A vendor or merchant intending on operating their activity at a location different than the approved location indicated in their application shall require a separate license or permit for each different location.

G. Agent for Service. No vendor or merchant shall operate without an agent for service on file with the City. Other than registered service companies authorized to transact business in Oregon, no person may be a vendor's or merchant's agent for service unless they are an adult and residing within Oregon.

H. Expiration. No vendor or merchant shall fail to remove their unit, all structures, and all other personal property used in connection with their activity, including any signs or vehicles, within 24 hours from the expiration of their license or permit. No vendor or merchant shall fail to leave the location in a clean and orderly manner.

8.06.060 Revocation.

A. Grounds. In addition to any other provision of this Chapter authorizing the City's revocation of a license or permit, the City may revoke a license or permit if:

1. the vendor or merchant violates any provision of their license or permit (including any conditions), this Chapter, or other provision of The Dalles Municipal Code;

2. the vendor or merchant no longer meets the issuance criteria for their license or permit;

3. the vendor's or merchant's operation of their activity is in a manner presenting a danger to the public health, safety, or welfare, or creating a public nuisance;

4. the location of the activity is discovered to present a danger to the public health, safety, or welfare;

5. the City determines the vendor or merchant supplied any false or misleading information their application or determines any information requested by the application was incomplete or missing; or

6. fraud or misrepresentation occurs in the approved activity's course of conduct.

B. Process.

1. Notice of Revocation. The City shall provide a written notice of revocation to the vendor or merchant or their agent for service personally, by email, and by both regular and certified mail, return receipt requested, at the addresses on file with the City. If the vendor or merchant occupies the approved location, the City shall also affix the notice to the unit or other personal property at the location. The notice of revocation shall include the grounds upon which the City revoked the license or permit, any relevant circumstances, and the vendor's or merchant's appeal rights.

2. *Cessation and Removal*. The vendor or merchant shall cease all activity connected with the revoked license or permit immediately upon posting and remove the unit and other personal property connected with the activity within 48 hours from the sooner of the City's personal service or mailing.

8.06.070 Appeals.

A. Standing. Any applicant aggrieved by the denial of an application and any vendor or merchant aggrieved by a revocation or any administrative action against them and taken by the City pursuant to this Chapter shall have the right to appeal that action to the Municipal Court as provided in this Section.

B. Process.

1. *Timely Written Appeal*. Any person with standing intending on appealing must submit a written notice of appeal by both regular and certified mail to the Municipal Court and City Attorney's Office within 14 days of the appealed City action. The notice of appeal shall include the grounds upon which the appellant believes the City acted inconsistent with the provisions of this Chapter or other applicable law.

2. *Hearing*. The Municipal Court shall set a time and place for a hearing on the matter within 30 days of the City's receipt of the notice of appeal and shall notice the appellant of the time and date of the hearing by both regular and certified mail to the address provided by the appellant in its notice of appeal. The appellant and the City may offer testimony and evidence during the hearing and the Municipal Court may consider any relevant evidence in determining the outcome of the appeal.

3. *Decision*. After the hearing, the Municipal Court shall reduce its decision to a writing setting forth the findings of facts and conclusions of law applicable to the matter and outcome, and writing is the City's final decision. The Municipal Court shall deliver that final written decision to the appellant by both regular and certified mail to the address provided by the appellant in its notice of appeal.

8.06.080 Violations.

A. Enforcement. This Chapter shall be enforced by The Dalles Police Department, the Community Development Department, and the City Attorney's Office. Violations shall be adjudicated by the Municipal Court or other court of competent jurisdiction.

B. Citations. A City Police Officer, City reserve Police Officer, Community Service Officer, Codes Enforcement Officer, and any other person designated by applicable law may issue citations for violations of this Chapter using the *Oregon Uniform Citation and Complaint* cited to the Municipal Court; provided, however, those authorized officials should make educating a person of the existence of this Chapter and its restrictions as their initial method of enforcement prior to issuing a citation to that person.

C. Separate Violations. Each day of activity in violation of this Chapter by any person shall be deemed a separate offense.

D. Escalating Penalties. For violations of this Chapter occurring within any one-year period:

1. a person's first violation of this chapter is a Class C violation punishable by a fine not exceeding $500.00 (with a presumptive fine of $165.00 consistent with ORS 153.019(1)(c), as may be amended or superseded).

2. a person's second violation 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)(b), as may be amended or superseded); and

3. a person's third (and subsequent) violation 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).

8.06.090 Severability and Cumulative Effect.

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

B. Cumulative. Any causes of action or remedies provided by this Chapter are cumulative and in addition to any others available to the City at law or in equity.

8.06.100 Transition.

A. Previous City Permissions. Any vendor or merchant with an active City permission at the time this Chapter becomes effective may continue operating pursuant to that permission until it expires or is revoked pursuant to the revocation provisions of General Ordinance Nos. 97-1216 or 19-1376 (as applicable), at which time continued activity shall require conformity with the provisions of this Chapter.

Section 4. Effective Date. This Ordinance shall be effective 30 days after adoption.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025,

Voting **Yes** Councilors: ______________________________
Voting **No** Councilors: ______________________________
Abstaining Councilors: ______________________________
Absent Councilors: ______________________________

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 2025.

____
Richard A. Mays, Mayor

ATTEST:

____
Amie Ell, City Clerk