

AGENDA**REGULAR CITY COUNCIL MEETING****SEPTEMBER 22, 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. 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.

6. CITY MANAGER REPORT
7. CITY COUNCIL REPORTS
8. 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.

CITY OF THE DALLES

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

- A. Approval of the September 8, 2025 Regular City Council Meeting Minutes
- B. Authorization to Purchase a 2026 CAT 275 Skid-Steer

9. ACTION ITEMS

- A. Resolution No. 25-032A Amending the City's Official Compensation Policy for Elected and Appointed Officials
- B. Resolution No. 25-032B Addending the City's Official Compensation Policy for Elected and Appointed Officials
- C. Resolution No. 25-032C Addending the City's Official Compensation Policy for Elected and Appointed Officials
- D. Special Ordinance 25-610 Accepting a Quitclaim to Real Property Located on West 1st Street
- E. 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)

10. ADJOURNMENT

This meeting conducted VIA Zoom

Prepared by/
Amie Ell
City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Item #8 A - B

MEETING DATE: September 22, 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 September 8, 2025 Regular City Council meeting minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the September 8, 2025 Regular City Council meeting have been prepared and submitted for review and approval.

RECOMMENDATION: Approve the minutes of the September 8, 2025 Regular City Council meeting minutes.

- B. **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
SEPTEMBER 8, 2025
5:30 p.m.

VIA ZOOM/ IN PERSON

PRESIDING: Mayor Richard Mays

COUNCIL PRESENT: Rod Runyon, Scott Randall, Ben Wring

COUNCIL ABSENT: Tim McGlothlin, Dan Richardson

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

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Mayor Mays noted the removal of items 9I, 10A, 10B, and 10C from the agenda. He added that item 10F would be moved from Action Items to become Discussion Item #11A.

It was moved by Randall and seconded by Wring to approve the agenda as amended.

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

PRESENTATIONS PROCLAMATIONS

Mid-Columbia Community Action Council Community Presentation

Leslie Naramore Executive Director and Sarah Kellems Development and Partnerships Director presented an update on Mid-Columbia Community Action Council.

Mayor Mays asked for the number of people who had been placed in permanent housing from the Annex. Naramore said she would get back to Council with an updated number. He also noted the City had contributed \$500,000 toward the construction of the Gloria Center.

When asked about goals, roadblocks, and how the City could assist, Naramore stated her main goal was organizational stability following recent growth from nine to 31 employees and a move into a new facility. She emphasized maintaining current service levels and requested the City's advocacy regarding anticipated federal funding changes, noting the importance of staying informed and communicating impacts in real time.

When asked about the pallet shelters, Naramore explained they are at the Gloria Center and now operate only as emergency shelters due to limited staff and funding. Opening the Annex through Project Turnkey increased shelter beds by 259%, including family units. She noted the Gloria Center shelters could operate year-round if resources allowed.

Hunger Action Month Proclamation

Leah Hall, Community Philanthropy Manager at Columbia Gorge Food Bank, said the Food Bank serves Sherman, Wasco, and Hood River counties as part of the Oregon Food Bank Network. She said Hunger Action Month raises awareness of local food insecurity, which affects thousands of families, farm workers, and individuals facing tough choices between essentials. She said the Food Bank works year-round to provide access to food and hosts the annual Empty Bowls fundraiser in September. She said addressing hunger requires policy changes on wages, food assistance, housing, childcare, and health care, and thanked the Council for recognizing Hunger Action Month and raising awareness of local needs.

Mayor Mays read the proclamation.

AUDIENCE PARTICIPATION

There was none.

CITY MANAGER REPORT

Police Chief Tom Worthy introduced new Code Enforcement Officer Arturo Dominguez.

City Manager Matthew Klebes reported;

- Safety officer resigned; position to be filled.
- Finance Director search was ongoing; positive report expected soon.
- Attended National Night Out, Public Works meetings, and police ride-along.
- Toured Crow Creek Dam with Congressman Bentz to support watershed legislation.
- Attended work session on Economic Opportunities Analysis.
- Q Life fiber partnership with Wasco County and Northern Wasco County PUD.
- Northern Wasco County PUD applied for Oregon BEAD broadband grant; results expected this month.
- Would be speaking at Oregon PUD Association on fiber partnership.
- Would be attending Dallas Area Chamber banquet.
- Community outreach team traveling to Washington, D.C.; thanks to Abby for outreach book.
- Reminder: Free downtown transit passes offered through Mid-Columbia Economic Development District.

CITY COUNCIL REPORTS

Councilor Runyon reported;

- Attended Joint work Session with Planning Commission
- Participated in a briefing session with City Manager and City Attorney
- Invited the Council and public to attend:
 - September 11th memorial program at Mid-Columbia Fire and Rescue: Thursday at 7 a.m.
 - POW/MIA Day evening of honor: September 19th at 6 p.m. at Kelly Viewpoint, across from Sorosis Park on Scenic Drive.

Councilor Wring reported;

- Participated in Urban Renewal Agency Board meeting:
 - Elected a new Vice Chair and completed officer elections.
 - Received first update on the First Street Project from Director Chandler.
 - Reviewed adjustments to public records fee requests.

Councilor Randall reported;

- Attended Local Public Safety Coordinating Committee; voted to accept the Community Corrections Biennial Plan.
- Participated in joint work session with Planning Commission and City Council.
- Attended Municipal Fundamentals training covering public meetings law, lobbying, and land use.

MINUTES
City Council Meeting
September 8, 2025
Page 4

- Attended Historic Landmarks Commission; elected new officers and received presentation on First Street Project.
- Briefing with Mayor, Councilor Runyon, City Attorney, and City Manager.

Mayor Mays reported;

- Met with Boy Scouts of America and local representative Anthony Pereira.
- Attended two mural ribbon cuttings: one at the Annex and one involving local children and the Dalles Arts Center.
- Attended Yard of the Month celebration for Lynn and Marlene Law.
- Met with Cottage Grove representatives regarding murals for their 2027 Wall Dogs event.
- Attended 15th and 16th Federal Street Plaza Committee meetings.
- Presented to the Community Affairs Committee at the Chamber of Commerce.
- Attended Oregon Mayors Association Conference.
- Participated in radio interview on KODL Coffee Break.
- Attended joint meeting with Planning Commission.
- Attended Community Outreach Team meeting.
- Met with Naramore and Sarah Kellems regarding Mid-Columbia Community Action updates.
- Attended Board of County Commissioners meeting to discuss Basalt Commons project.

CONSENT AGENDA

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

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

Items approved on the consent agenda were:

- 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

ACTION ITEMS

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

Mayor Mays presented the staff report.

It was moved by Randall and seconded by Wring to adopt Resolution No. 25-038, as presented.

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

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

City Manager Matthew Klebes reviewed the staff report.

It was moved by Wring and seconded by Randall to adopt Special Ordinance No. 25-609, as presented, by title only.

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

DISCUSSION ITEMS

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)

Wring announced a potential conflict of interest in accordance with ORS 244.120. He stated, while the matter may affect the mobile food vendor industry, he believed he could participate meaningfully by disclosing his business interests, distinguishing them from broader policy considerations, and being transparent before taking any action.

City Attorney Jonathan Kara reviewed the staff report.

When asked about the definition of healthy food for the ordinance, Kara said it was included in

the ordinance and was based on the Blue Zones Initiative, healthy food. It was defined as plant-based, not fried, free of trans fats and high fructose corn syrup, or certified as healthy by NCPHD.

When asked about public rights of way, sidewalks, and roads, Kara explained the ordinance did not change existing restrictions. Merchants and vendors could not operate in the right of way, except during approved events such as the Cherry Festival or as ice cream trucks. Other than these exceptions, there was no change to the right of way prohibition.

When asked about the impact of removing the Type Three provisions on mobile food vendors and whether the to be determined (TBD) land use process would be business-friendly, Klebes explained that staff had determined a full site plan review was appropriate for a food cart pod or vendors connecting to utilities. For lower-impact vendors—such as those operating a few years without additional seating, structures, or canopies—a less involved process could meet City objectives while remaining business-friendly. He emphasized the need to balance City responsibilities with the ordinance’s goals of streamlining compliance, efficiently bringing vendors into alignment, and providing a business-friendly process for mobile food vendors.

When asked about Section 2 and the meaning of “approved” for exceptions, Kara explained that approval referred to the property owner, not the City. For example, a food truck at a high school basketball game would be approved by the school, and a vendor at the Cherry Festival on City property would be approved through The Dalles Area Chamber of Commerce.

When asked about the TBD land use process and expiring licenses, Kara said vendors could continue operating under a Type Two license until completing the process, with up to six months after the ordinance update to obtain approval, provided they maintained a valid license.

Mayor Mays invited public comment.

Michael Leash, resident of The Dalles, thanked the Council for considering the issue. He expressed concerns about meal distribution occurring in the public right-of-way at First and Union, citing blocked sidewalks, safety concerns for visitors, and unauthorized use of his property’s power supply. He suggested the activity would be more appropriate on private property with access to restrooms and utilities.

Alex Hattenhauer, resident of The Dalles, expressed concern about the safety impacts of meal distribution at First and Union. He noted that overflow of people into the street created traffic conflicts, especially with commercial vehicles and fuel transport. He supported finding a more suitable location.

Gene Parker, resident of The Dalles, shared concerns that Bread and Blessings may be subject to the ordinance as vendors. He cautioned about potential legal conflicts regarding food distribution

and religious expression, referencing a lawsuit in Brookings. He encouraged the Council to find a solution that would allow the program to continue, possibly at the St. Vincent de Paul site.

Chris Zukin, resident of The Dalles, spoke in support of Bread and Blessings and emphasized that the program was low-impact, using a few tables and trash bins for short periods. He urged the Council to consider an exception for such small-scale food distribution, similar to allowances for lemonade stands. He also announced that repainting of the Umatilla House mural would begin in October.

Shelly Hanson, resident of The Dalles representing Bridges to Change, spoke in support of Bread and Blessings, highlighting its importance for providing meals, outreach, and connection to vulnerable individuals. She stated that the program kept the area clean and orderly and urged the Council to help find a suitable, stable location.

Lisa Farquharson, representing the Dalles Area Chamber of Commerce, thanked the Council for holding a discussion rather than an action item. She suggested extending the compliance period for Type 2 vendors from six months to 12 months to allow time for land use approvals. She also recommended creating a fact sheet and process guide for new food vendors and offered the Chamber's assistance in distributing information.

Judy Merrill, resident of The Dalles, thanked the Council for clarifying that the ordinance was a discussion item. She asked whether there would be opportunities for further discussion and raised questions about when and why Bread and Blessings was asked to leave Lewis and Clark Park. She referenced recent changes in state law regarding recreational immunity and urged collaboration with the community to support vulnerable residents.

Bob Kenyon, resident of The Dalles, shared his long involvement with Bread and Blessings and community meals. He clarified that the move to First and Union was not the program's choice but due to circumstances. He described the program as a gift both to those who receive and to those who serve.

Karen Murray, resident of The Dalles, and a volunteer with Bread and Blessings, praised the dedication of the organizers and suggested returning the program to the St. Vincent de Paul building, which had been renovated for meal service with Bread and Blessings' fundraising support. She advocated for collaboration with local partners to address safety and operational concerns.

Connie Krummrich, resident of The Dalles and a volunteer with Bread and Blessings, urged the Council to support the program and avoid what she described as "criminalizing kindness." She emphasized the importance of working with the community to find a permanent solution that balances concerns of residents, businesses, and vulnerable individuals.

MINUTES
City Council Meeting
September 8, 2025
Page 8

Teresa Yragui-Zeman spoke on behalf of Bread and Blessings, stating that the program complied with police requests to leave sidewalk space clear and kept the area orderly. She emphasized the importance of serving individuals who are marginalized and expressed gratitude for the Council's consideration.

Mays stated when the item returned on September 22, the City would follow a process similar to the evening's meeting and asked that testimony not be repetitious. He asked the City Attorney to explain the recreational immunity ordinance passed earlier in the year.

Kara explained recreational immunity protected landowners, including public bodies, from liability when allowing public recreational use of their property. He explained the legislature had periodically adjusted the scope of recreational immunity, and to avoid uncertainty, the City had adopted its own ordinance a few months earlier. The ordinance allowed the City to post properties as recreational, restrict non-recreational uses unless a permit was obtained, and require permits for exclusive uses. He noted Festival Park was a unique property where exclusive use could be permitted.

Klebes reminded the audience the topic was not on the agenda and clarified recreational uses such as gatherings, walking dogs, or birthday parties were permitted at Lewis and Clark Festival Park. He stated exclusive uses or non-recreational activities, such as food distribution or charging admission for events, required a permit. He explained permits balanced public use with exclusive uses, had a limited number available each month, and included different insurance requirements depending on the activity due to risk. He also noted recreational immunity did not cover all uses, and the permit system helped manage those risks. He added ORS 105.668, which had been referenced, primarily applied to right-of-way in cities with populations over 500,000 and was not relevant to Lewis and Clark Festival Park.

Kara further clarified the City had dismissed its lawsuit against St Vincent de Paul. He emphasized the City had no role in the decision and was not preventing services from being offered.

Klebes summarized direction from Council, stating the ordinance would return to the September 22 meeting. He noted staff would prepare the packet by the end of the week. He summarized the discussion from the evening focused on a streamlined process for mobile food cart vendors and transient merchants to obtain permits and operate on private property, while maintaining the prohibition of activities in the right-of-way. He noted fee reductions and waivers for nonprofits and reported recent meetings with Community Health, Mid-Columbia Community Action Council, Bread and Blessings, and Community Meals to discuss the ordinance, its impacts, and potential alternative locations. He added City staff continued to review related issues concerning housing and houselessness as part of Council goals. He stated the only potential revision for consideration involved the timeline for mobile food cart vendors to obtain land use approval, with a proposal to extend it from six to twelve months as requested by the Chamber of

MINUTES
City Council Meeting
September 8, 2025
Page 9

Commerce director.

Runyon noted the ordinance had not been updated since 1997. He said his primary concern involved the use of the public right-of-way, rather than food distribution itself. He noted the issue arose because residents had moved into areas adjacent to food service locations, including under the underpass, drawn by proximity to the services. He emphasized the need to balance the interests of both the community and those receiving services. He encouraged consideration of housing groups' input regarding those currently staying near these locations.

ADJOURNMENT

Being no further business, the meeting adjourned at 8:02 p.m.

Submitted by/
Amie Ell, City Clerk

SIGNED:

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

TO: Honorable Mayor and City Council

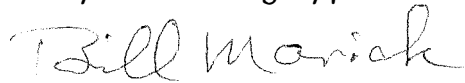
RE: Ordinance No. 25-1419

I understand the need to regulate vendors and merchants and set standards that need to be followed.

This ordinance will severely restrict the ability of a number of charitable organizations to perform their mission. Some provisions need to be made to enable them to continue to provide for those who cannot provide for themselves.

Rather than attempting to resolve problems by being restrictive, we need to be more proactive in our attempts to solve our problems. This is a community problem that needs many factors to come together to arrive at a solution.

Thank you for hearing my position even though I could not be present .

A handwritten signature in cursive script that reads "Bill Marick".

Bill Marick

1620 E. 19th St.

The Dalles, Or 97058

541-298-5733

To members of The Dalles city council ,

I am concerned about proposed changes to ordinances that may affect the ability of Bread and Blessings to continue its' mission to provide food for our city's homeless population or other needy residents. I have supported this effort financially and observed the process of setting up tables, serving meals and cleaning the area to remove any trace of their having been there. When they were in the Lewis and Clark park where garbage cans were available, Teresa made every effort to keep people from using those cans by providing her own trash container.

So I have been wondering about proposed changes and what the possible need for them might be. I am having trouble figuring out what problem needs to be addressed. Then I heard about a proposal to relocate this service to that location where the "pallet houses" used to be before moving to the Gloria Center. If that is actually a valid offer, it begs the question of why one parcel of city property would be usable while every other area the city owns is not.

Could all of this concern simply be about public perception? That property in the port area is less likely to be seen for sure but, unfortunately, it would be much more difficult for those who need this service to get there.

I am hoping everyone can just take a moment to realize that what we have here is a number of people who want a little help with their dietary needs and another small number of people who are willing to go way out of their way to provide it. I think the city should be looking for a way to support this heroic effort rather than creating rules to obstruct it.

Thank you for your consideration, Jim Schwindt

Amie Ell

From: murrcat at gorge.net <murrcat@gorge.net>
Sent: Friday, September 5, 2025 2:12 PM
To: Amie Ell
Cc: murrcat@gorge.net
Subject: Testimony for Monday, Sept 8th City Council Meeting on Ordinance No. 25-1419

WARNING: Email from external source. Links and attachments could pose security risks. Investigate sender and think before you click.

Dear Mayor Mays, City Manager Klebes, Community Development Director Chandler and all the city council members:

My purpose in writing you to two fold: I want to express concern in adopting Ordinance No. 25-1419 and I want to offer support to the non-profit organization, Bread and Blessings.

Please wait to adopt Ordinance No. 25-1419. I found the reading of the ordinance confusing and overwhelming. I wanted some "Cliff Notes" to cut to the chase and help me see its impact to our community. I suspect that many other groups and individuals had the same feelings.

Secondly, I wanted to offer support to our non-profit, Bread and Blessings. Teresa Yregi has been fixing and offering food to the hungry in The Dalles for over 30 years. She has been moved around many times and still continues to serve the hungry with passion. She needs to be supported by our community. In thinking about the impact of this ordinance on Bread and Blessings, I have come to the conclusion that we need to find a way for her organization to NOT be considered transient or mobile. Her program should be allowed to return to the St. Vincent de Paul building with the blessings of the city. Teresa was instrumental in raising the funds to initially purchase and redesign the building for the purpose of feeding the hungry. Let's use the building for what it was designed to do. Obviously, the program would work with the staff and board members of St. Vincent de Paul, the city police and the Mid-Columbia Community Action Council and whoever else could assist in making sure people stay safe and follow all the rules. And, this would only include feeding the hungry on weekday mornings at 9am, Monday through Friday. (Usually the meal serving ends at 10am.)

Bread and Blessings is a separate organization from St. Vincent de Paul. They use St. Vincent dePaul's kitchen, storerooms, restrooms and dining hall and parking area. If the breakfast was allowed to resume at the facility, they would serve to their clients in the St. Vincent de Paul dining area and the restroom area would be used.

I know there were complicated feelings and actions that happened when the building was shut down. In working together with all our partners, I feel we can overcome the challenges. Bread and Blessings was one of the main fundraisers to secure the St. Vincent de Paul building. They should be allowed to return and not be considered mobile or transient and have to deal with Ordinance No. 25-1419.

Thank you for your consideration.

Karen Gartland Murray
Volunteer for Bread and Blessings

PURCHASE AGREEMENT

Contractor	Peterson CAT
Consideration	\$120,932.89
Effective Date	September 9, 2025
Completion Date	July 1, 2026
Project/Goods	Project No. 2025-012

This PURCHASE AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and Peterson CAT, for Contractor's provision of CAT 275 Skid-Steer to the City.

WHEREAS, the City requires the procurement of certain goods described in the solicitation for Project No. 2025-012, attached to and made part of this Agreement; and

WHEREAS, Contractor desires to provide such goods pursuant to the compensation and conditions set forth herein.

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

A. Contractor's Duties

1. Goods. Contractor agrees to sell to City the following goods (**Goods**) subject to the terms and conditions provided in Exhibit A and this Agreement:

CAT 275 CTL DCA6A Skid-Steer	\$107,930.89
Material arm attachment	\$1,724.00
Pickup broom BP118C attachment	\$11,278.00

2. Warranty. Contractor agrees and warrants the Goods are of the quality described in Exhibit A and fit for the purposes intended by the City. Contractor further agrees and warrants it will not make any alterations whatsoever to the Goods without the City's prior written consent.
3. Incidental Services. Contractor agrees, at its expense, to furnish the Goods to the City consistent with the terms and conditions provided in Exhibit A, including all incidental transportation, labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, and equipment required or necessary to deliver the Goods to the City (together, **Work**).
4. Insurance and Indemnity.
 - a. With respect to any Work, Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), and **Commercial Automobile Liability** insurance (including coverage for all owned,



hired, and non-owned vehicles) with a combined single limit per occurrence of \$2,000,000.

- b. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling any insurance policy contemplated by this Agreement.
- c. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subconsultant, certificates of insurance issued on policies covering each and every subconsultant shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.
- d. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subcontractors) acts or omissions in the performance of this Agreement.

5. Payments.

- a. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subcontractors), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.
- b. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
- c. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
- d. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.



- e. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.

B. City's Duties

1. Compensation.

- a. The City agrees to compensate Contractor for the Goods in an amount not to exceed **\$120,932.89**. Contractor to provide the City with a completed Form W-9 within fourteen (14) days of this Agreement's execution and further expressly agrees the City's payment obligations under this Agreement are a condition precedent to Contractor's provision to the City of a completed Form W-9.
- b. The City agrees to make payment upon Contractor's delivery of the Goods (subject to the City's acceptance) and an invoice detailing completion (subject to the City's approval). Payment shall be made only for Goods actually delivered and accepted as of the invoice date.
- c. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Goods (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Goods or waiver of any defects therein.
- d. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

- 2. **Acceptance and Rejection.** The City agrees to accept delivered Goods after it has had a reasonable opportunity to inspect them for conformity with the specifications described in Exhibit A. In all cases, the City agrees to timely inform Contractor whether the Goods are (a) conforming to the City's expectations and thus accepted, (b) nonconforming to the City's expectations but nevertheless accepted, or (c) nonconforming to the City's expectations and rejected. The Parties agree the City has the right to reject any Goods for nonconformity upon the City's reasonable determination the Goods do not conform to the specifications described in Exhibit A or are otherwise expired or damaged. If rejected, Contractor agrees to cure the nonconformity at Contractor's sole cost within 14 days of the City's notification of the non-conformity. The City reserves all rights afforded buyers under the provisions of applicable law, including the Uniform Commercial Code.

C. Special Conditions

- 1. **Solicitation.** Contractor agrees to each and every obligation or restriction imposed by the solicitation document for Project No. 2025-012 and this Agreement, all as if incorporated here; Contractor further specifically agrees such obligations or restrictions are supplemental to its duties under this Agreement. In the event of a conflict between any provision of the solicitation document for this Agreement and this Agreement, the Parties agree to attempt to reconcile the apparently conflicting



provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of this Agreement control.

2. Drug Testing. Upon City's request, Contractor agrees to demonstrate to the City Manager it has an employee drug testing program in place before it commences performance of this Agreement.

D. General Conditions

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.
2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate.
3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
4. Full Integration/Modification. This Agreement and its attachments contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
7. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.



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

Continues on next.



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

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

To Contractor: Joe Lindberg
Peterson CAT
[Address]
[Address]

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

CITY OF THE DALLES

Matthew B. Klebes, City Manager

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Jonathan M. Kara, City Attorney

CONTRACTOR

Joe Lindberg, Machine Sales Rep.





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



AGENDA STAFF REPORT

AGENDA LOCATION: Item #9A

MEETING DATE: September 22, 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 (**OGE**C) 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.

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. 25-032A, 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 22ND 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 22ND 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. **Appendix**. This Policy shall be appended to the *City Council Rules and Code of Conduct Policy*, as may be amended or superseded.

12. **Rescission and Repeal**. 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.~~



AGENDA STAFF REPORT

AGENDA LOCATION: Item #9B

MEETING DATE: September 22, 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 22, 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 22, 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 22ND DAY OF SEPTEMBER, 2025,

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

AND APPROVED BY THE MAYOR THIS 22ND DAY OF SEPTEMBER, 2025.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Item #9C

MEETING DATE: September 22, 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 22, 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 22, 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 22ND DAY OF SEPTEMBER, 2025,

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

AND APPROVED BY THE MAYOR THIS 22ND DAY OF SEPTEMBER, 2025.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Item # 9D

MEETING DATE: September 22, 2025

TO: Honorable Mayor and City Council

FROM: Jonathan Kara, City Attorney

ISSUE: Adopting Special Ordinance No. 25-610, a special ordinance accepting a quitclaim to real property located on West 1st Street

BACKGROUND: The City's proposed Westside Interceptor – Phase 2 Project (**Project**) is slated for construction this autumn and a portion of the Project area impacts the West 1st Street public right-of-way. This phase of the Project includes the up-sizing of the existing sanitary sewer main passing underneath the railroad spur on West 1st Street that served Pacific Coast Producers/Oregon Cherry Growers.

One element of the Project includes the demolition of an existing decommissioned private railroad spur crossing (**Crossing**) over the public right-of-way of West 1st Street, here:



The City's Public Works Department and City Attorney's Office have coordinated with title experts, Union Pacific Railroad Company, and the adjacent property owner (Oregon

Cherry Growers, LLC) on the Crossing's removal during the scope of work for the Project. Union Pacific Railroad Company has indicated to the City Attorney that it has no cognizable legal interest in the Crossing and—if any other entity might have such an interest—it could only be the adjacent property owner.

Oregon Cherry Growers supports the Project and the improvements the City will be constructing along West 1st Street and desires to convey any interests it may hold in the Crossing (if any) to the City for the City's removal of the Crossing as part of the Project. The legal mechanism for that transfer is a quitclaim deed, a copy of which is attached to the Ordinance, and Oregon Cherry Growers has already signed and delivered that quitclaim to the City Attorney's Office.

BUDGET IMPLICATIONS: : If the concept of accepting, by quitclaim deed, real property and any interests in the 1st Street Rail Crossing, is approved by Council, there will be approximately \$140 in mapping and recording fees to be paid from the Street fund. Also, it should be noted that the acceptance of this quitclaim will save the City money for the Westside Interceptor – Phase 2 Project. By accepting the quitclaim, the crossing can then be abandoned and removed and the crossing permanently eliminated, therefore saving any potential costs that would be associated with a full reinstatement of the crossing. Without its acceptance, the City will be responsible for all costs to reinstate the crossing.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to adopt Special Ordinance No. 25-610, a special ordinance accepting a quitclaim to real property located on West 1st Street, by title only, as presented.*
2. Make amendments then move to adopt Special Ordinance No. 25-610, as modified, by title only, as amended.
3. Decline formal action and provide Staff additional direction.

SPECIAL ORDINANCE NO. 25-610

A SPECIAL ORDINANCE ACCEPTING A QUITCLAIM TO REAL PROPERTY LOCATED ON WEST 1ST STREET

WHEREAS, the City's proposed Westside Interceptor – Phase 2 Project (**Project**) is slated for construction this autumn and a portion of the Project area impacts the West 1st Street public right-of-way;

WHEREAS, one element of the Project includes the demolition of an existing decommissioned private railroad spur crossing (**Crossing**) over the public right-of-way of West 1st Street;

WHEREAS, the City's Public Works Department and City Attorney's Office have coordinated with title experts, Union Pacific Railroad Company, and the adjacent property owner on the Crossing's removal during the scope of work for the Project;

WHEREAS, Union Pacific Railroad Company has indicated to the City Attorney that it has no cognizable legal interest in the Crossing and—if any other entity might have such an interest—it could only be the adjacent property owner;

WHEREAS, the adjacent property owner supports the Project and the improvements the City will be constructing along West 1st Street and desires to convey any interests it may hold in the Crossing (if any) to the City for the City's removal of the Crossing; and

WHEREAS, the City Council intends this Special Ordinance to accept that quitclaim in the name of the City in furtherance of the Project and in support of the public health, safety, and welfare, all as provided herein.

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

1. Deed Authorized. The City Council hereby authorizes the City Manager to execute that certain *Quitclaim Deed* from Oregon Cherry Growers, LLC, attached to and made part of this Special Ordinance as **Exhibit 1**.
2. Property Accepted. The City hereby accepts the quitclaim to the Crossing as described in **Exhibit 1**.
3. Emergency. To ensure the City's unrestricted access to and ability to proceed with the Project consistent with the Project's scope, the City Council finds this Special Ordinance necessary to have immediate effect for the preservation of the peace, health, and safety of the City.

//

4. Effective Date. This Special Ordinance is effective upon adoption.

PASSED AND ADOPTED THIS 22ND DAY OF SEPTEMBER, 2025,

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

AND APPROVED BY THE MAYOR THIS 22ND DAY OF SEPTEMBER, 2025.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

After recording return to:

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

Until a change is requested, all tax statements shall be sent to Grantee at the following address:

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

QUITCLAIM DEED

OREGON CHERRY GROWERS, LLC, an Oregon limited liability company (**Grantor**), releases and quitclaims to the **CITY OF THE DALLES**, an Oregon municipal corporation (**Grantee**), all of Grantor's right, title, and interest in and to that certain real property located in the public right-of-way of West 1st Street in The Dalles, Wasco County, Oregon adjacent to or abutting Grantor's real property depicted in Assessor's Map No. 2N 13E 33 D as Tax Lots 600 and 800, as depicted in **Exhibit A** attached hereto and legally described, to wit:

A strip of land located in the Southeast Quarter of Section 33, Township 2 North, Range 33 East of the Willamette Meridian, said strip further being located within the public right-of-way and more particularly described, to wit:

A portion of track formerly known as UP Track 756 crossing DOT 807624Y described as follows:

Beginning at the intersection of said UP Track 756 and the northern Union Pacific Right of Way Line, said intersection being at Track Station 2+35; thence along said track 170.1 feet to the True Point of Beginning; thence along said track 8 feet to a Point of Curvature at Track Station 4+13.1; thence along said curve 158 feet to the end of the described portion.

All in the County of Wasco and State of Oregon.

The true and actual consideration for this conveyance is ***other value given***.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424,

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

DATED: _____, 2025.

GRANTOR:

OREGON CHERRY GROWERS, LLC,
an Oregon limited liability company

By: _____
Pacific Coast Producers, Inc., a California business
corporation, its Managing Member, through Mark Vallee,
its Chief Financial Officer

STATE OF _____)
) **ss.**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Mark Vallee, as the Chief Financial Officer of Pacific Coast Producers, Inc., a California business corporation, managing member of Oregon Cherry Growers, LLC, an Oregon limited liability company, on its behalf of said company.

Notary Public for: _____
My commission expires: _____

Quitclaim Deed

Oregon Cherry Growers, LLC to City of The Dalles, Oregon
West 1st Street Public Right-of-Way
Page 2 of 3

Accepted on behalf of **GRANTEE** pursuant to the provisions of **Special Ordinance No. 25-610** (adopted by the City Council of the City of The Dalles on September 22, 2025) this ____ day of _____, 2025.

CITY OF THE DALLES

Matthew B. Klebes, City Manager

ATTEST:

Amie Ell, City Clerk

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

This instrument was acknowledged before me this ____ day of _____, 2025, by City Manager Matthew Klebes and City Clerk Amie Ell.

Notary Public for: _____

My commission expires: _____

Quitclaim Deed

Oregon Cherry Growers, LLC to City of The Dalles, Oregon
West 1st Street Public Right-of-Way
Page **3** of **3**



NAME	MHB
DATE	7/21/2025
SCALE	1"=20'
CHECKED	
SHEET	
OP	EX-B
SHEETS	
JOB NO.	

A EXHIBIT FOR:	
CROSSING 807624Y	
EXHIBIT B	
THE DALLES,	OREGON

	CITY OF THE DALLES
	PUBLIC WORKS DEPARTMENT
	1215 West First Street
	The Dalles, Oregon 97058
	(541) 296-5401

--

NO.	DATE	REVISIONS



AGENDA STAFF REPORT

AGENDA LOCATION: Item # 9E

MEETING DATE: September 22, 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: At its September 8, 2025, regular meeting, the City Council held a discussion involving an interactive conversation with various community members and stakeholders on some proposed changes to the City's regulations applicable to mobile food vendors and transient merchants.

The only substantive change following that discussion is to proposed TDMC 8.06.030(D)(3)(a)(2)—that provision concerns a future land use process that will be required for vendors or merchants who occupy the same lot or parcel for longer than 12 months and are not otherwise required to go through the City's Site Plan Review process. The first draft gave vendors and merchants 6 months to get the City's land use approval after the City adopts that new land use process and the current draft now provides 12 months.

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;

WHEREAS, at its September 8, 2025, regular meeting, the City Council held a discussion involving an interactive conversation with various community members and stakeholders on these proposed changes to the City's regulations applicable to mobile food vendors and transient merchants; 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. Exceptions. 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. Issuance. 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. City Property. 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. License and Permit Classification. 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. Type I. 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 12 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. *Site Map.* 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. *Fees.*

- 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 person shall operate in a manner not in compliance with all applicable City, county, and state laws, regulations, and standards.
 1. Waste. No person 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 person 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 person 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 person shall allow the placement of or place their unit or structures, tables, chairs, vending units, or other appurtenant personal property used in connection with their activity on the public right-of-way without the City's prior written permission.
 3. Shade. No person shall allow the placement of or place umbrellas or other non-structural sunshades at the location of their activity without anchoring down and weighting them at all times during their use. No person shall fail to remove and store placed umbrellas or other sunshades at the end of each day of their activity.
- D. Traffic. No person shall allow the impairment, impedance, or other interference with the flow of pedestrian or vehicular traffic in connection with their 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 person 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 person shall engage in activity 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 person 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 person shall fail to leave the location of their activity 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 22ND DAY OF SEPTEMBER, 2025,

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

AND APPROVED BY THE MAYOR THIS 22ND DAY OF SEPTEMBER, 2025.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk