AGENDA

REGULAR CITY COUNCIL MEETING
OCTOBER 13, 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.

A. Approval of the September 22, 2025 Regular City Council Meeting Minutes

B. Approval of the August 21, 2025 Planning Commission and City Council Joint Work Session Meeting Minutes

C. Resolution No. 25-039 Concurring with The Mayor’s Appointments to The Traffic Safety Commission and Planning Commission

D. Authorization to Declare Surplus of Tasers

E. Award of Contract No. 25-013 for the Wicks Sludge Removal Program

F. Authorizing the City Manager to Execute a Joint Funding Agreement with Klickitat County for the Airport’s Aviation Hangar Expansion Project

G. Resolution No. 25-041 Authorizing an Interfund Loan to the Airport Fund for the Aviation Hangar Expansion Project

H. Resolution No. 25-040 Establishing a Mandatory Prequalification Program for Public Improvement Contracts

I. Resolution No. 25-042 Directing the City Attorney to Issue Subpoenas for the Production of Records to Ensure Compliance with and Enforcement of TDMC Chapter 8.04

9. ACTION ITEMS

A. General Ordinance No. 25-1420 Amending TDMC Chapter 5.12 (Public Nuisances)

10. DISCUSSION ITEMS

A. Progress Update – City Council Goal and Action Plan

11. ADJOURNMENT

This meeting conducted VIA Zoom

Prepared by/
Amie Ell
City Clerk

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

(541) 296-5481
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AGENDA STAFF REPORT

AGENDA LOCATION: Item #9 A - I

MEETING DATE: October 13, 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 22, 2025 Regular City Council meeting minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the September 22, 2025 Regular City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: Approve the minutes of the September 22, 2025 Regular City Council meeting.

B. **ITEM**: Approval of the August 21, 2025 Planning Commission and City Council Joint Work Session meeting minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the August 21, 2025 Planning Commission and City Council Joint Work Session meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: Approve the minutes of the August 21, 2025 Planning Commission and City Council Joint Work Session meeting.

C. **ITEM**: Resolution No. 25-039 Concurring with The Mayor's Appointments to The Traffic Safety Commission and Planning Commission.

BUDGET IMPLICATIONS: None.

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

RECOMMENDATION: City Council concurs with the Mayor's appointments to the Traffic Safety Commission and Planning Commission; and approves Resolution No. 25-039

D. **ITEM**: Authorization to Declare Surplus of 12 Taser brand, X 2 Model "Energy Weapons" also Known as "Tasers".

BUDGET IMPLICATIONS: None

SYNOPSIS: The Police Department Taser, Model X-2s are over seven years old and have been replaced with Taser Model 10 energy weapons per 25-26 fiscal year budget. The Police Department would like to surplus these items to the Wasco County Sheriff's Office for use by Parole and Probation.

RECOMMENDATION: Declare all 12 Taser X2's as surplus and provide them to the Wasco County Sheriff's Office or another law enforcement agency in need. This includes all holsters and accessories and surplus supplies.

E. **ITEM**: Award of Contract No. 25-013 for the Wick's Sludge Removal Program

BUDGET IMPLICATIONS: The 2-year bid price from Fire Mountain Farms includes a cost of $37,140 for the first cleaning in fiscal year 2025-26 and $37,880 for a second cleaning if one is needed. The City's FY2025-26 budget includes $75,000 in the Water Fund 51, Line Code 051-5000-000.31-10 (Contractual Services), for lagoon cleaning. Since the contract is being awarded part-way into the fiscal year, a second cleaning may not be needed in this first year of the contract. If it is needed, the $75,000 currently budgeted will be exceeded by $20.000. There is currently $89,094 available in account number 3110 to cover this overage. Funds to support the subsequent years of this contract will be allocated in future budgets.

Fall 2025 – $37,140.00
Spring 2026 – $37,880.00
Fall 2026 – $38,640.00
Spring 2027 – $39,410.00

SYNOPSIS: In the process of treating the City's drinking water supply, the Wicks

Water Treatment Plant removes sediment from the water it receives from South Fork Mill Creek. The accumulated sediment is stored in lagoons which require routine cleaning. Once, and now sometimes twice a year, a dredging contractor is brought in to the treatment plant to dredge the lagoons and pump the accumulated sediment sludge to drying basins.

F. **ITEM:** Authorizing the City Manager to Execute a Joint Funding Agreement with Klickitat County for the Airport's *Aviation Hangar Expansion Project*

BUDGET IMPLICATIONS: ODOT awarded the City $1,690,000 for this Project and requires $720,000 in local match. If this JFA is approved, the County would contribute $180,000 as a one-time grant to the Airport, the City would contribute $180,000 as a one-time grant to the Airport, and the City would contribute $360,000 to the Airport as a loan detailed in the accompanying Resolution No. 25-041. The City Council's adopted budget for the 2025-2026 fiscal year budgeted those precise amounts for both the City's grant and the City's loan in the Special Enterprise Zone Fund.

SYNOPSIS: At its February 24, 2025, regular meeting, the Airport Manager presented the Airport's proposed *Aviation Hangar Expansion Project* (**Project**) for the development of two 10-unit T-hangars at the Airport. The City applied for and was awarded by the Oregon Department of Transportation (**ODOT**) that certain grant for $1,690,000 (G001-T110420) to fund the Project's $2,415,000 estimated cost consistent with the terms of that certain Grant Agreement (ODOT/Recipient Agreement No. C09-006) between the City and ODOT.

The City and County intend to contribute towards the local match required for the Project's complete funding as described in the Joint Funding Agreement (**JFA**) included in this packet for the City Council's consideration tonight. The Klickitat County Board of County Commissioners is slated to consider the JFA at its October 14, 2025, meeting tomorrow.

The JFA structures that financing and includes practical safeguards that limit risk and administrative burden. Funds are restricted to the Project and repayment or recovery applies if dollars are misapplied. The first part of the JFA details the City's and County's agreement to contribute a one-time grant of **$180,000 each** to the Airport Enterprise Fund. The second part of the JFA details the City's commitment to providing a **$360,000** loan to the Airport Enterprise Fund. A separate item (Resolution No. 25-041) in tonight's consent agenda is the instrument that would effectuate the City's interfund loan and details the specifics of that funding, including the opportunity for the City to get repaid early if alternative financing becomes available.

RECOMMENDATION: Authorize the City Manager to Execute a Joint Funding Agreement for the Airport's *Aviation Hangar Expansion Project* contingent on Klickitat County approval.

G. **ITEM:** Resolution No. 25-041 Authorizing an Interfund Loan to the Airport Fund for the *Aviation Hangar Expansion Project*

BUDGET IMPLICATIONS: The City Council's adopted budget for the 2025-2026 fiscal year budgeted the full amount of the interfund loan authorized by this Resolution in the Special Enterprise Zone Fund, which will receive loan repayments from the Airport Fund.

SYNOPSIS: At its February 24, 2025, regular meeting, the Airport Manager presented the Airport's proposed *Aviation Hangar Expansion Project* (**Project**) for the development of two 10-unit T-hangars at the Airport. The City applied for and was awarded by the Oregon Department of Transportation that certain grant for $1,690,000 (G001-T110420) to fund the Project's $2,415,000 estimated cost consistent with the terms of that certain Grant Agreement (ODOT/Recipient Agreement No. C09-006) between the City and ODOT.

Earlier tonight, the City Council authorized the City Manager to enter that certain Joint Funding Agreement (**JFA**) with the County for the local match component of the Project—this Resolution authorizes the City to make that not-to-exceed $360,000 loan described in the JFA. ORS 294.468 requires the City Council adopt a resolution for interfund loans and this Resolution meets all legal requirements.

Specifically, the Resolution allows the City to provide a temporary, draw-down loan from the Special Enterprise Zone Fund to the Airport Fund to bridge timing gaps in reimbursements. The loan is capped at a fixed amount, carries a fixed interest rate, and only accrues interest on the portions actually drawn. Repayment occurs over a 5-year period using Airport revenues and project reimbursements. The loan is not a general obligation of the City and does not pledge full faith and credit.

This Resolution adds flexibility for prepayments and the ability to replace the interfund loan with third-party financing on equal or better terms if such financing becomes available in the future. The Resolution protects core City resources by keeping repayment limited to Airport revenues and adoption keeps the Project moving while maintaining strong fiscal discipline.

RECOMMENDATION: Adopt Resolution No. 25-041

H. **ITEM:** Adopting Resolution No. 25-040 Establishing a Mandatory Prequalification Program for Public Improvement Contracts

BUDGET IMPLICATIONS: This Resolution sets policy and procedures and does not obligate any City funds.

SYNOPSIS: This Resolution adopts a program that provides the City with the option to require contractors for a construction project to pre-qualify for the opportunity to be eligible to submit bids, all as authorized by ORS Chapter 297C.

Mandatory prequalification is a front-end screening that confirms a contractor's capacity, experience, and integrity before pricing is submitted. If adopted, mandatory prequalification on selected construction projects would move the City's contractor responsibility review ahead of bid opening day, which should cut bid-day surprises, protests, and schedule slippage. It would also improve the safety and quality of City projects by ensuring only qualified firms are eligible to submit bids on a case-by-case basis. The program would preserve open competition by accepting electronic applications, recognizing equivalent classes, and encouraging participation from local firms. Overall, it increases award predictability and lowers lifecycle project risk.

Adoption of this Resolution authorizes the City to require prequalification only when a solicitation states it and therefore provides the City with the flexibility to skip it when not needed. The process is intentionally light-touch: applications may be accepted up to bid closing (or an earlier date if announced), the City can extend or waive that date for all offerors by addendum, and notices may be issued by email within short service levels. Determinations are project-specific by default, with an option to issue multi-project terms (up to 24 months) when it benefits competition, and provisional approvals are allowed if full prequalification exists by bid closing.

RECOMMENDATION: Adopt Resolution No. 25-040

I. **ITEM:** Resolution No. 25-042 Directing the City Attorney to Issue Subpoenas for the Production of Records to Ensure Compliance with and Enforcement of TDMC Chapter 8.04

BUDGET IMPLICATIONS: None.

SYNOPSIS: This Resolution authorizes the City Attorney to issue and enforce subpoenas limited to records necessary to reconcile transient lodging activity from March 1, 2020, through February 28, 2025, throughout the City's corporate limits.

The City administers an 8% transient lodging tax (**TLT**) and conducts periodic audits to confirm accurate reporting by operators and online hosting platforms. To complete routine reconciliation of historical activity spanning multiple fiscal years and multiple providers, staff needs records that only Airbnb, Inc. possesses. Issuing narrowly tailored subpoenas under existing City authority is the most neutral, standard way to compel those records while minimizing unnecessary disclosure of sensitive taxpayer information.

This Resolution supports fair tax enforcement and helps avoid both under-collection and inadvertent over-collection. Put another way, it promotes fairness to compliant operators and timely close-out of historical activity consistent with the City's auditing responsibilities.

RECOMMENDATION: Adopt Resolution No. 25-042.

MINUTES

CITY COUNCIL MEETING
COUNCIL CHAMBER, CITY HALL
SEPTEMBER 22, 2025
5:30 p.m.

VIA ZOOM/ IN PERSON

PRESIDING: Mayor Richard Mays

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

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

CALL TO ORDER

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

ROLL CALL OF COUNCIL

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Richardson request the agenda be amended to move item #9E to become #9A.

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

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

AUDIENCE PARTICIPATION

Lisa Farquharson, CEO of The Dalles Area Chamber of Commerce introduced Lynn Cox as the new Tourism Director.

Judy Merrill, resident of The Dalles, raised concerns about electric bicycles, scooters, and non-electric bicycles being ridden on downtown sidewalks at unsafe speeds. She noted the danger this poses to pedestrians and shared that she has presented data on the issue at Traffic Safety Commission meetings. She urged the Council to consider safety impacts on residents and visitors.

CITY MANAGER REPORT

City Manager Matthew Klebes reported;

- Attended Washington D.C. legislative outreach meetings as part of the Community Outreach Team with Congressman Bentz, Senators Wyden and Merkley, National League of Cities, National Association of Counties, Council on Foreign Affairs, and others.
    - Discussed policy issues affecting the community, including agriculture, immigration, labor, and forestry.
    - Dalles Watershed Act legislation progressing to clarify ownership of Crow Creek Dam and facilitate land transfer.
- Spoke at Oregon PUD Association regarding Q Life.
- Organized and attended Columbia Gorge Regional City Managers' luncheon with regional attendees.
- Attended Chamber banquet.
- Local Government Academy session upcoming; program in its fifth iteration with roughly 10 participants, increasing transparency and volunteer engagement for City boards and commissions.
- Q Life preliminarily awarded $10.45 million from NTIA BEAD grant to expand fiber in D21 School District; final confirmation pending. Recognized contributions of Q Life staff and PUD in supporting grant process.

CITY COUNCIL REPORTS

Councilor Runyon reported;

- Attended Mid-Columbia Fire and Rescue 9/11 remembrance ceremony.
- Participated in League of Oregon Cities District meeting in Hood River on the revenue reform project, discussing financial challenges and revenue availability for cities.
- Observed National POW/MIA Recognition Day on September 19 with a public event at the Multi-Conflict Memorial at Kelly Viewpoint.
- Noted that the current week was Gold Star Family Week, honoring families who lost a

member in active military service.

Councilor Richardson reported;

- Attended Traffic Safety Committee meeting.
- Urban Renewal Agency board meeting was cancelled.
- New board membership with Columbia Cascade Housing, familiarizing with their work; noted recent successful funding for a 50+ unit housing project on the far west side of town.
- Visited Bread and Blessings in action last Friday.

Councilor Randall reported;

- Attended Household Hazardous Waste Steering Committee meeting.
- Attended Distinguished Citizens Award Banquet hosted by the Chamber of Commerce.

Councilor Wring reported;

- Attended Mid-Columbia Fire 9/11 remembrance ceremony.
- Attended POW/MIA Recognition Day event.
- Noted the cancelled Urban Renewal Agency meeting.
- Suggested reviewing the Sister City program to explore more direct and inclusive engagement with the City.

Councilor McGlothlin reported;

- Missed last City Council meeting due to a minor fall that required a visit to the emergency room
- Attended airport meeting
- POW/MIA event at Kelly Viewpoint.
- Urban Renewal Agency meeting was cancelled.

Mayor Mays reported;

- Attended Chamber of Commerce Awards Banquet at the Readiness Center.
- Participated in a KOFDL Coffee Break radio interview.
- Met with Oregon Supreme Court Justice Megan Flynn and other public officials at the courthouse.
- Attended League of Oregon Cities regional meeting with Councilor Runyon in Hood River.
- Attended Portland Trail Blazers rally.
- Ribbon cutting at Riverfront Park.

CONSENT AGENDA

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

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

Items approved on the consent agenda were:

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

ACTION 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 stated that, in accordance with the Oregon Government Ethics Commission (OGEC), government officials were required to declare any actual or potential conflicts of interest. He declared that he had a potential conflict, as he owned a mobile food vendor in the City of The Dalles, but indicated there was no direct impact to his business and he believed he could remain impartial while contributing to the discussion.

Kara reviewed the staff report.

Council and staff discussion key points included;

- Staff noted that the land use process was more permanent, requiring approval once rather than monthly renewals, which improved administrative efficiency despite being more involved.
- Director Chandler explained that SPR decisions were generally completed within 120 days once applications were complete, and that annual permits, such as short-term rentals, had previously imposed a significant staff workload.
- The ordinance, if adopted, would take effect 30 days after adoption (October 21), with new licenses subject to the proposed rules.
- Type Two mobile food vendor licenses could continue under current rules until a clearly defined land use process was established; renewals remained valid for 12 months.
- Vendors relocating to a new property required a new license; staying at the same property did not require a new license. Vendors could hold multiple licenses at different locations simultaneously.
- The ordinance did not change existing rights-of-way regulations; vending in public rights-of-way remained prohibited except for a narrow carve-out for ice cream trucks.
- The shift to SPR was expected to streamline approvals, reduce recurring administrative work, and maintain flexibility for mobile food vendors

Mayor Mays asked for public comment.

Teresa Yragui-Zeman of Bread and Blessings, a resident of The Dalles, addressed the Council about services for people experiencing homelessness. She noted the organization was seeking a new meal distribution site and raised concerns about accessibility for residents without transportation. She emphasized supporting local residents, encouraged the Council to engage directly with those in need, and highlighted services like meals, showers, and laundry. She invited Council members to visit the kitchen to observe operations firsthand.

When asked if the ordinance would hinder mobile food vendors, Wring stated that the undefined land use requirements created uncertainty. He noted that food carts offered a low-barrier entry for entrepreneurs, supported the extended renewal period, but remained concerned about the lack of clear land use standards.

Richardson reported a productive conversation with Teresa Yragui-Zeman, praising her dedication and commitment. He noted some clients caused challenges and expressed concern for downtown businesses if cruise ship traffic declined. He emphasized that relocating Bread and Blessings involved public right-of-way boundaries and stressed balancing support for charitable work with advocacy for nearby businesses. He encouraged collaboration with City staff and agencies to find a safer, effective long-term location, concluding that a cooperative solution could allow Bread and Blessings to continue while minimizing impacts on neighbors.

When asked about the direct impact of the ordinance on her operations, Teresa Yragui-Zeman said she would continue feeding people in need, emphasizing that she would not break the law but felt compelled to provide meals to prevent negative consequences. She clarified that she did not intend to operate at any specific street location but would ensure feeding continued as needed. She raised a question regarding trust and liability with St Vincent de Paul, asking if a formal assurance could be provided to allow continued operations at that site without risk of legal action.

Kara explained that the City had repeatedly offered to sign a settlement agreement with St. Vincent de Paul, but their attorney refused, and the lack of a signed agreement was not due to the City's inaction.

Mayor Mays stated that the City had an obligation to get involved when even well-intentioned services, like those on Union Street, interfered with the public's right to a safe and clean neighborhood and public right-of-way, while noting that everyone appreciated the work being done.

Wring suggested modifying the ordinance to allow type two mobile food vendors to use city services temporarily, noting the current SPR process was burdensome for minimal infrastructure needs and emphasizing the importance of defining clear requirements before adoption.

Chandler recommended that vendors connecting to City utilities go through the land use process, noting many carts operated independently and other cities allowed year-long permits without utilities or seating.

Kara said the City could not assess SDCs without a property tie, which would shift costs to taxpayers. He explained that Council set policy frameworks later implemented in detail, that land use was already governed by code, and that the ordinance reference served only as a guide, with future updates requiring a separate process and potential guardrails for consistency.

Klebes said the current code limited type two permits to 12 months, with one renewal before requiring site plan review. He noted the TBD provision could allow type two permits to extend beyond 24 months and give Council the chance to revisit requirements, address burdens on vendors, and create a more business-friendly process.

McGlothlin said the ordinance protected public health and safety by keeping rights-of-way accessible, especially for people with disabilities. He said it gave police flexibility to address vendors blocking traffic or pedestrians, encouraged use of the farmers market, and helped prevent unsafe conditions like those seen on Pentland Street. He emphasized the need to balance food access with public safety.

Mayor Mays allowed for additional public comment.

Judy Merrill referenced a recent Columbia Gorge News article highlighting the diversity among people experiencing homelessness and the need to understand them as individuals. She noted that McDonald had invited city and board members to Lane County to learn from successful programs, though few had attended, and emphasized the importance of educating the City on current realities.

Mayor Mays noted that he had met with Terry McDonald, former Executive Director of St. Vincent de Paul in Lane County, several times to discuss homelessness in The Dalles, Eugene, and across the state. He added that, as a member of the Oregon Mayors Association Board of Directors, he had a broad understanding of homelessness statewide and acknowledged it as a very difficult issue.

It was moved by Randall and seconded by Richardson to adopt General Ordinance No. 25-1419, as presented, by title only.
When asked whether leaving the old ordinance in place would change anything, Kara explained that current law already prohibited vendors in the right-of-way. However, the existing ordinance had not affected Bread and Blessings because their operations were charitable. The new ordinance would not alter the prohibition itself but would expand the definition of “vendor” to

include non-monetary activities.

Richardson stated that after the vote, he would ask fellow Councilors to support directing staff to engage with Bread and Blessings and other community partners to identify a safe, effective location for their operations and similar work, away from neighborhoods and downtown.

McGlothlin committed to helping identify an appropriate location for Bread and Blessings to operate without interference, emphasizing the goal of maintaining a safe, clean city while supporting food distribution.

Wring stated that he supported staff prioritizing the land use definition while affirming the value and necessity of Bread and Blessings' work. Wring noted the discussion had been transparent and robust, acknowledged downtown business concerns, and emphasized the importance of clear, objective definitions for all food distributors. He expressed hope that volunteers at Bread and Blessings would continue their work regardless of the ordinance outcome.

Mayor Mays asked Jara to read the ordinance by title.

Jara read the ordinance by title.

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

Resolution 25-032A Amending the City's Official Compensation Policy for Elected and Appointed Officials

Mayor Mays stated: "I must declare a conflict of interest here. I believe I have an actual conflict of interest because my participation would affect my financial interests, since this Resolution considers changes to the Mayor's compensation and I'm the Mayor. Because I may have an actual conflict of interest, I will be refraining from further participation on this item and will return for the next item on the agenda."

Mayor Mays left Council Chambers at 7:14 p.m.

Runyon stated: "I must also declare a conflict of interest here. I believe I have an actual conflict of interest because my participation would affect my financial interests, since this Resolution considers changes to Councilor Position #5's compensation and I hold that office. Because I may have an actual conflict of interest, I will be refraining from further participation on this item and will return for the next item on the agenda."

Runyon left Council Chambers at 7:14 p.m.

McGlothlin stated: “With the Mayor’s absence, the City Council Rules designate me as the Presiding Officer. Before we proceed, I must declare a conflict of interest here. I believe I have a potential conflict of interest because my participation could affect my financial interests, since this Resolution considers changes to the Mayor’s compensation and I could run for that office in the future. With that said, I am comfortable participating on this item after making that disclosure.”

Wring stated: “I must also declare a conflict of interest here. I believe I have a potential conflict of interest because my participation could affect my financial interests, since this Resolution considers changes to the Mayor’s compensation and I could run for that office in the future. With that said, I am comfortable participating on this item after making that disclosure.”

Randall stated: “I must also declare a conflict of interest here. I believe I have a potential conflict of interest because my participation could affect my financial interests, since this Resolution considers changes to the Mayor’s compensation and I could run for that office in the future. With that said, I am comfortable participating on this item after making that disclosure.”

Richardson stated: “I must also declare a conflict of interest here. I believe I have a potential conflict of interest because my participation could affect my financial interests, since this Resolution considers changes to the Mayor’s compensation and I could run for that office in the future. With that said, I am comfortable participating on this item after making that disclosure.”

Klebes reviewed the staff report.

McGlothlin asked the City Manager to confirm that light refreshments could still be provided to Budget Committee volunteers. The City Manager confirmed, and McGlothlin agreed they deserved drinks and snacks for their service.

It was moved by Randall and seconded by Richardson to adopt Resolution No. 25-032A, as presented.

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

Mayor Mays and Runyon returned at 7:22 p.m.

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

McGlothlin stated: “I must declare a conflict of interest here. I believe I have an actual conflict of interest because my participation would affect my financial interests, since this Resolution considers changes to Councilor Position #1’s compensation and I hold that office. Because I may have an actual conflict of interest, I will be refraining from further participation on this item and will return for the next item on the agenda."

McGlothlin left Council Chambers at 7:23 p.m.

Wring stated: "I must declare a conflict of interest here. I believe I have an actual conflict of interest because my participation would affect my financial interests, since this Resolution considers changes to Councilor Position #2's compensation and I hold that office. Because I may have an actual conflict of interest, I will be refraining from further participation on this item and will return for the next item on the agenda."

Wring left Council Chambers at 7:23 p.m.

Klebes reviewed the staff report.

It was moved by Randall and seconded by Richardson to adopt Resolution No. 25-032B, as presented.

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

McGlothlin and Wring returned at 7:24 p.m.

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

Randall stated: "I must declare a conflict of interest here. I believe I have an actual conflict of interest because my participation would affect my financial interests, since this Resolution considers changes to Councilor Position #3's compensation and I hold that office. Because I may have an actual conflict of interest, I will be refraining from further participation on this item and will return for the next item on the agenda."

Randall left Council Chambers at 7:25 p.m.
Richardson stated: "I must declare a conflict of interest here. I believe I have an actual conflict of interest because my participation would affect my financial interests, since this Resolution considers changes to Councilor Position #4's compensation and I hold that office. Because I may have an actual conflict of interest, I will be refraining from further participation on this item and will return for the next item on the agenda."

Richardson left Council Chambers at 7:26 p.m.

Klebes reviewed the staff report.

It was moved by Wring and seconded by McGlothlin to adopt Resolution No. 25-032C, as presented.

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

Randall and Richardson returned at 7:27 p.m.

Special Ordinance 25-610 Accepting a Quitclaim to Real Property Located on West 1st Street

Kara reviewed the staff report.

It was moved by Wring and seconded by McGlothlin 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.

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

ADJOURNMENT

Being no further business, the meeting adjourned at 7:41 p.m.

Submitted by/
Amie Ell, City Clerk

SIGNED: ______________________
Richard A. Mays, Mayor

ATTEST: ______________________
Amie Ell, City Clerk

MINUTES

PLANNING COMMISSION and CITY COUNCIL
JOINT WORK SESSION
August 21, 2025
5:30 p.m.

City Hall Council Chambers
313 Court Street, The Dalles, Oregon 97058
Via Zoom / Livestream via City Website

PRESIDING:	Planning Commission Chair Cody Cornett Mayor Rich Mays
COMMISSIONERS PRESENT:	Addie Case, John Grant, Steve Light, Carrie Pipinich
COMMISSIONERS ABSENT:	Maria Peña, Nik Portela
COUNCIL PRESENT:	Tim McGlothlin, Ben Wring, Scott Randall, Dan Richardson, Rod Runyon
STAFF PRESENT:	Director Joshua Chandler, City Manager Matthew Klebes, City Attorney Jonathan Kara, Economic Development Officer (EDO) Jacob Anderson, Planning Technician Paula Webb, Administrative Assistant Crystal Sayre

CALL TO ORDER

The Joint Work Session of the Planning Commission and City Council was called to order at 5:30 p.m. by Chair Cornett. Mayor Rich Mays participated in leading the session.

PLEDGE OF ALLEGIANCE

Chair Cornett led the Pledge of Allegiance.

APPROVAL OF AGENDA

It was moved by Wring and seconded by Richardson to approve the agenda as submitted. The motion carried 10/0; Case, Cornett, Grant, Light, Pipinich, McGlothlin, Wring, Richardson, Runyon and Randall voting in favor, none opposed, Peña and Portela absent.

DISCUSSION ITEM

A. City of The Dalles Economic Opportunities Analysis

Director Chandler reviewed the background of the Economic Opportunities Analysis (EOA). He noted the City's last full EOA update occurred in 2007, with minor updates in 2011. An update effort in 2018–2022 was not adopted, largely due to debate over whether Google-owned lands should be classified as "developable." Chandler emphasized that new data and significant changes in development patterns required a comprehensive revision.

Chandler introduced the Moore Iacofano Goltsman, Inc. (MIG) consultant team (Matt Hastie, Ayreann Colombo, and Jessa Miller) and summarized the role of the Project Advisory Committee, which included representatives from the Chamber of Commerce, Adventist Health, agricultural interests, Port of The Dalles, Wasco County, local Realtors, Nch'I Wana Housing, the School District, and local businesses.

Consultant Presentation

Matt Hastie provided an overview of the EOA process, explaining how employment trends, land demand, and buildable land supply are analyzed to update Comprehensive Plan policies. He noted the importance of current data for land use decisions, grant applications, and economic development strategies.

Ayreann Colombo summarized updated demographic and economic trends:

- Regional economy had diversified since 2000.
- Employment in The Dalles had grown 1.2% annually since 2020.
- Oregon Employment Department projected 0.9% growth (2023–2033), adding approximately 50 new service jobs.
- Median age in The Dalles was trending younger, improving workforce potential.
- Three scenarios were modeled: (1) OED baseline forecast, (2) population-to-labor force ratio, and (3) target industries (manufacturing, construction, supportive services).
- Land demand was highest under the target industry scenario, especially for industrial acreage.

Jessa Miller presented the Buildable Lands Inventory (BLI):

- Methodology included classifying lands by development status and removing constraints such as slopes, wetlands, stream buffers, easements, and floodplain.
- Adjustments were made for committed sites (hospital, community college, Superfund areas) and unique Google employment densities.

- Findings indicated 202 acres of net buildable employment land, but distribution by site size was inadequate.
- No large parcels greater than 60 acres were available, limiting opportunities to recruit larger employers.

Matt Hastie outlined draft Comprehensive Plan amendments:

- Seven proposed goals were identified: expand/diversify economic base; grow/attract skilled workforce; strengthen downtown/community destinations; ensure economic readiness and resilience; grow the green economy and technology innovation; strengthen regional integration and infrastructure; support cultural, creative, and experiential economy.
- Policies were paired with clear implementation measures.
- Recent Advisory Committee input included recognition of healthcare as a key industry, hospital relocation support, riverfront amenities, and strategies to reduce downtown vacancies.

EDO Anderson explained the restructured format of goals, policies, and implementation measures. He emphasized that goals and policies serve as guidance for applicants, while implementation measures provide directives for staff.

COUNCILOR AND COMMISSIONER COMMENTS / QUESTIONS

Mayor Mays asked whether the City faced repercussions from the Department of Land Conservation and Development (DLCD) for not adopting the 2021–22 draft EOA. Consultant Hastie confirmed that while adoption is not on a strict timeline, outdated information makes it harder for cities to make informed land use decisions and pursue grant opportunities. Mayor Mays said in the past the Gorge Commission had used the classification of Google-owned lands to argue against an expansion of the Urban Growth Boundary. He emphasized the importance of ensuring that wording in the new EOA reflects the City's interests.

Councilor Runyon questioned why vacant buildings downtown were not reflected in the Buildable Lands Inventory (BLI). He expressed concern that the City continually looked toward developing new sites rather than reusing existing structures. Runyon suggested exploring incentives or penalties to address vacant storefronts, citing tax breaks and redevelopment programs in other communities. Director Chandler explained that state rules require the BLI to evaluate bare land, not existing vacancies, but noted that some cities adopt "dark windows" ordinances to encourage owners to activate empty buildings.

Runyon further stated that the City should word the EOA "to our advantage, not the State's and certainly not the Gorge Commission's," and requested that findings clearly differentiate between long-term "buildable" capacity and short-term "available" land supply.

Councilor Wring commented on the employment forecast tables, noting that the data highlighted a “configuration problem” in The Dalles. He observed that while total acreage appeared adequate, the shortage of medium-sized parcels limited opportunities for small businesses to grow into medium enterprises. Wring suggested that the City explore strategies and incentives to improve lot configuration and better serve business transitions.

Commissioner Pipinich raised concerns about language in the draft document referencing Dallesport as a potential outlet for regional employment growth. She stated that such references did not reflect community feedback and were problematic because the City lacked control over land use, governance, and infrastructure across the river. Pipinich requested that the language be revised to reflect those challenges.

Mayor Mays agreed with Pipinich, reiterating that the Gorge Commission and Friends of the Gorge frequently cited Dallesport’s potential as a reason to block UGB expansion in The Dalles. He emphasized that while Dallesport development might generate some retail traffic, it provided no benefit to the City’s property tax base and should not be treated as a substitute for local employment land.

Mayor Mays asked for clarification on “committed sites” versus “developed sites.” Consultant Miller explained that “committed” properties (such as the hospital and community college) may contain undeveloped acreage but are reserved for non-employment uses, whereas “developed” properties have little to no capacity for additional development.

Mayor Mays sought confirmation that Google-owned properties must remain in the inventory under state rules, even if not realistically available for other users. Hastie confirmed this, explaining that state methodology requires inclusion unless deed restrictions or statutory exclusions apply. Director Chandler added that the wording could be refined to better distinguish “developable” from “available.”

Councilor Wring asked whether reclassification of Google parcels would significantly change the total acreage. Hastie estimated a reduction of approximately 45 acres if Google parcels were removed, noting that employment density assumptions had already been discounted.

Councilor Runyon and Mayor Mays both stressed the importance of refining the language to prevent overstated land capacity from being used against the City in future UGB expansion requests.

Councilor Wring reiterated that site configuration, rather than sheer acreage, was the City’s most pressing challenge. He stated that without adequately sized parcels, businesses may be forced to leave The Dalles as they grow, undermining local economic development.

Commissioner Pipinich concluded by requesting that staff ensure future drafts explicitly address these concerns, especially with respect to Dallesport references and Google-owned lands, so that the final document accurately reflects community needs and avoids misinterpretation by regional regulators.

ADJOURNMENT

Chair Cornett adjourned the meeting at 7:08 p.m.

____

Submitted by/
Crystal Sayre, Administrative Assistant
Community Development Department

SIGNED: ______________________
Richard A. Mays, Mayor

ATTEST: ______________________
Amie Ell, City Clerk

SIGNED: ______________________
Cody Cornett, Planning Commission Chair

ATTEST: ______________________
Crystal Sayre, Administrative Assistant
Community Development Department

RESOLUTION NO. 25-039

A RESOLUTION CONCURRING WITH THE MAYOR'S APPOINTMENTS TO THE TRAFFIC SAFETY COMMISSION AND PLANNING COMMISSION

WHEREAS, there are vacant positions on the Traffic Safety Commission and Planning Commission, and

WHEREAS, the Mayor has elected to appoint Victor Johnson to the Traffic Safety Commission and Melissa Alvarado to the Planning Commission.

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

Section 1. The City Council concurs with the appointments of: Victor Johnson to the Traffic Safety Commission; term expiring April 30, 2029 and Melissa Alvarado to the Planning Commission: term expiring April 30, 2029.

Section 2. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 13th DAY OF OCTOBER, 2025.

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

AND APPROVED BY THE MAYOR THIS 13th DAY OF OCTOBER, 2025.

SIGNED:

____
Richard A. Mays, Mayor

ATTEST:

____
Amie Ell, City Clerk

PERSONAL SERVICES AGREEMENT

Contractor	**Fire Mountain Farms Inc**
Consideration	**$153,070.00**
Effective Date	September ___, 2025
Completion Date	______, 2027
Project/Services	*Sludge Removal – Wicks Water Treatment Plant* *Contract No. 25-013*

This PERSONAL SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and Fire Mountain Farms Inc, a Washington business corporation (**Contractor**), for Contractor's provision of sludge removal at the City's wastewater treatment plant.

WHEREAS, the City requires performance of certain personal services; and

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

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

A. Contractor's Duties

1. Scope of Services. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subconsultants approved under this Agreement, and provide any equipment necessary to perform all tasks described in Contractor's proposal, attached to and made part of this Agreement as **Exhibit A** and the Technical Specifications, attached to and made part of this Agreement as **Exhibit B** (together **Work**). The Parties agree the Work shall be interpreted broadly to the City's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in **Exhibit A** and **Exhibit B** but necessary to fully and effectively perform those specifically listed tasks.

2. Insurance and Indemnity.

   a. *Insurance*. Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of $1,000,000 (per occurrence) and $2,000,000 (in aggregate), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of $1,000,000 or **Personal Automobile Liability** insurance (with a business endorsement or with a policy that does not exclude business operations) with a minimum liability limit of $300,000

   b. *Certificates*. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling any insurance policy contemplated by this Agreement.

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

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

3. Payments.

a. *Prompt Payment*. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subconsultants), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.

b. *Labor Hours*. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.

c. *Medical Care*. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.

d. *No Liens*. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.

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

B. City's Duties

1. Compensation.

   a. *Total*. The City agrees to compensate Contractor for the Work in an amount not to exceed **$153,070.00**, to be paid by check. Contractor agrees 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 subsequent to Contractor's provision to the City of a completed Form W-9.

   b. *Payments*. The City agrees to make payment upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the City's approval and no more frequently than monthly. Payment shall be made only for Work actually completed as of the invoice date; provided, however, if Contractor requires an up-front partial payment to commence performance under this Agreement, the City may elect to provide Contractor up to one-half of this Agreement's authorized funding before Contractor's performance obligations are triggered.

   c. *Satisfaction*. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.

   d. *Public Budgeting*. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

C. Special Conditions

1. Multi-Year Contract. The Parties agree this Agreement's intent is to establish a rate structure for Contractor's prosecution of the Work consistent with the schedule in **Exhibit A**. The Parties further agree their intent is to provide each Party with budget confidence by establishing the rates outlined in **Exhibit A**. At the time of this Agreement's execution, the Parties agree the City is only obligating the funds required for Contractor's prosecution of the Work connected with FYE June 30, 2026; the Parties further and specifically agree future appropriations for all other fiscal years are subject to Section B(1)(d). Contractor agrees it has no expectation for compensation for any Work performed in future fiscal years.

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 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. Subconsultants. Contractor agrees to provide the City with a list of proposed subconsultants before awarding any subcontract connected with the Work or this Agreement and shall not retain any subconsultant the City reasonably objects to as incompetent or unfit. Contractor agrees it is as fully responsible to the City for its subconsultants' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subconsultant.

8. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

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

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

To the City:	City Manager City of The Dalles 313 Court Street The Dalles, OR 97058
To Contractor:	President Fire Mountain Farms Inc 874 Burnt Ridge Road Onalaska, WA 98570

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

CITY OF THE DALLES	**CONTRACTOR**
________________________ Matthew B. Klebes, City Manager	________________________ Ryan Thode, President

ATTEST:

____
Amie Ell, City Clerk

Approved as to form:

____
Jonathan M. Kara, City Attorney

Proposal For
The Dalles, Oregon
Wicks Water Treatment
Dredging and Pumping

From:
Ryan Thode, President
Fire Mountain Farms Inc.
874 Burnt Ridge Road, Onalaska, WA 98570
Phone # Office 1-360-266-0695
Ryan cell 1-360-508-0540
Email FireMtnOps@gmail.com
State of Washington Contractors Registration # FIREMFI990LJ
State of Oregon Contractors Registration # CCB147871
State of Idaho Contractors Registration # 007 856-B
State of Montana Contractors Registration #163175
Washington Employment Security * (workers comp) # 801851 00 9
Washington State UBI # 601 538 758
LaPorte Insurance. (800) 542-2125 Policy ACP3086710379 with Nationwide/Cincinnatti Insurance

SCOPE OF WORK

DREDGING AND Pumping

Dredge biosolids lagoon using auger-head dredge
Pump a crossed road without hindering Traffic
Pump to drying beds
Provide daily reports as specified

BID TO PROVIDE ABOVE SERVICES

Fall 2025	**$37,140.00**
Spring 2026	**$37,880.00**
Fall 2026	**$38,640.00**
Spring 2027	**$39,410.00**

Notes:

1) Work Schedule Monday through Saturday 7:00 to 17:00 approximately 6 days

Exhibit B

Contract No. 25-013
Fire Mountain Farms Inc.
Scope of Services and Exclusions

A. SCOPE OF SERVICES. Contract agrees to perform the Work consistent with Section A(1) of the Agreement and as follows:

1. Labor, equipment, and material to remove aluminum chlorohydrate sludge to within six (6) inches of the gravel lagoon bottoms across the entire area of both existing settling lagoons. No damage to the packed gravel embankment supporting the cement separation wall will be tolerated. The volume of sludge to be removed is estimated to be approximately 7,500 cubic yards of aluminum chlorohydrate sludge. Adherence to this item of the contract will be based on the finished condition of the lagoons as determined by the Project Manager rather than the amount of material removed or time spent on project.

2. The sludge to be removed will be in a liquefied state of approximately 5 - 10 % solids.

3. Pumped transport by temporary hose of removed sludge to drying beds located approximately 2,900 feet from the lagoon site.

4. Work to be completed in a timely manner with the least impacts to the road system due to sludge transport. The pipe or hose section crossing the road will need to be cradled in a ramp to allow unhindered traffic flow into and out of the plant site. Lagoon cleaning should be completed within twenty-one (21) days of initiation of work.

5. Sludge removal shall be by a HYDRAULIC DREDGE METHOD with cutter head and will need to be carried out so as to avoid removal of the gravel along the separation wall and on the bed of the lagoon. The depth of cleaning will be determined by the City. If significant removal of gravel has occurred, the Contractor will be responsible for replacement of the material.

6. Methods which utilize vehicular transport of liquid sludge are NOT acceptable. After completion of the contract terms, all road surfaces will be restored to acceptable condition to the City, if warranted, due to sludge removal activity.

7. The condition of the interior of the sludge lagoon will be evaluated after each side is completed. The repair work to the interior of sludge lagoons will be completed before sludge removal on the other side is begun or the Contractor receives final payment for services.

8. Up to two (2) cleanings may be needed during a given Fiscal Year, depending on sludge accumulation. Scheduling to be determined by the Project Manager based on plant conditions and in coordination with the Contractor for mobilization.

B. **EXCLUSIONS**. Contractor is not expected to perform any services described in this Section B.

1. The City will provide drying beds as disposal areas to which the sludge is to be transported.

2. The City will be responsible for the removal of existing dried sludge from the drying bed area.

3. Any additional maintenance desired by City will be performed under separate contracts directly with the City.

JOINT FUNDING AGREEMENT

This JOINT FUNDING AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and Klickitat County, a Washington municipal corporation (**County**), for the joint funding for the *Aviation Hangar Expansion Project* (**Project**) at the Columbia Gorge Regional Airport (**Airport**).

WHEREAS, ORS Chapter 190 authorizes the City and Chapter 39.34 RCW authorizes the County to enter this Agreement;

WHEREAS, the City and County co-own and co-operate the Airport consistent with the provisions of that certain November 1, 2002, *Columbia Gorge Regional/The Dalles Airport Joint Operating Agreement*;

WHEREAS, the City applied for and was awarded by the Oregon Department of Transportation (**ODOT**) that certain grant for $1,690,000 (G001-T110420) to fund the Project's $2,415,000 estimated cost consistent with the terms of that certain *Grant Agreement* (ODOT/Recipient Agreement No. C09-006) between the City and ODOT, a copy of which is attached to and made part of this Agreement as its **Exhibit A**; and

WHEREAS, the Parties intend this Agreement to outline their respective rights and duties with respect to contributing towards the approximately $720,000 difference between the Project cost and ODOT's grant award to facilitate the Project at the Airport.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the Parties agree:

A. City and County Grants.

1. Grants. The City agrees to transfer **$180,000.00** to the Airport Enterprise Fund as a one-time grant in furtherance of the Project and the County agrees to transfer **$180,000.00** to the Airport Enterprise Fund as a one-time grant in furtherance of the Project.

2. Timing. The Parties agree to make the payments described in Section A(1) within 40days from the date this Agreement is authorized by the City Council and Board of County Commissioners.

3. Limited Use. The Parties agree the payments described in Section A(1) shall solely be used for eligible Project costs and consistent with all applicable laws governing the use of such funds, including **Exhibit A** and applicable provisions of federal law and Federal Aviation Administration rules, regulations, grant assurances, and revenue-use requirements.

4. Recovery. The Parties agree that if any portion of the payments described in Section A(1) is used inconsistent with Section A(3) or applicable law then the non-breaching Party may demand repayment of such misused amount and the breaching Party shall refund such amount within 30 days.

5. Inspection. The City and County agree they may inspect the work paid for by the payments described in Section A(1) at any time during its development, installation, or

implementation during normal working hours and with reasonable notice to the Airport Manager.

6. Records.

   a. *Access*. The City (as the Airport's fiscal agent) agrees the County may, with respect to those pertinent to the payments described in Section A(1):

      (1) access the City's financial records and other books, documents, papers, plans, records of shipments, and payments and writings (whether in paper, electronic, or other form);

      (2) perform examinations and audits; and

      (3) make excerpts, transcripts, and copies.

   b. *Retention*. The City agrees to retain and keep accessible all books, documents, papers, plans, records, and writings (with respect to those pertinent to the payments described in Section A(1) and the Project) for a minimum of 6 years (or 3 years after final grant closeout, whichever is later) following the later of:

      (1) this Agreement's termination or expiration; or

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

   c. *Loan Proceeds*. The Parties agree Sections A(6)(a) and A(6)(b) apply equally to expenditures made from loan proceeds described in Section B.

7. Mutual Indemnification. In accordance with the limitations of the Oregon Tort Claims Act and Oregon Constitution, the City agrees to indemnify, defend, and hold harmless the County (including its officers, employees, and agents) from all claims, suits, actions, losses, damages, liabilities, costs, and expenses (of any nature) resulting from, arising out of, or relating to City's (including its officers', employees', agents', and subcontractors') activities under this Agreement. In accordance with the limitations of applicable Washington law, the County agrees to indemnify, defend, and hold harmless the City (including its officers, employees, and agents) from all claims, suits, actions, losses, damages, liabilities, costs, and expenses (of any nature) resulting from, arising out of, or relating to the County's (including its officers', employees', agents', and subcontractors') activities under this Agreement.

B. City Loan to Airport Enterprise Fund.

1. City Responsibility. The City agrees to be responsible for making available and, in one or more disbursements, loaning the Airport Enterprise Fund an amount not exceeding **$360,000** from the City's Special Enterprise Zone Fund to provide local match and cash-flow for the Project and as provided in Section B(3).

2. Airport Debt Service. The City and County, as co-owners and co-sponsors of the Airport, authorize the Airport Enterprise Fund (acting through the City as fiscal agent) to incur

indebtedness payable solely from Airport Enterprise Fund revenues for repayment of the City loan described in Section B(1) consistent with Section B(3).

3. Loan Described. The Parties agree the authorization described in Section B(2) is limited as follows:

   a. *Repayment Term*. The Airport Enterprise Fund shall repay principal and accrued interest over a 5-year term (consistent with the amortization schedule attached to and made part of the City's interfund transfer resolution for this Project) and any amendment to that repayment schedule shall in no event extend amortization beyond 10 years from the date of the first disbursement. The Parties acknowledge that resolution authorizes the City Manager to administratively conform the repayment schedule to reflect the timing and amount of staged disbursements while maintaining the repayment term and statutory cap described in this subsection B(3)(a).

   b. *Interest*. Principal shall bear a fixed interest rate of 4.5% per annum.

   c. *Draws*. The City may disburse the loan in one or more disbursements. Interest accrues only on principal amounts actually disbursed and outstanding from the date of each disbursement until paid and no interest accrues on any undisbursed portion of the loan.

   d. *No Prepayment Penalty*. The Airport Enterprise Fund may prepay principal, in whole or in part, at any time without premium or penalty.

4. Replacement Lender.

   a. *Airport Enterprise Fund Authorized*. Notwithstanding Section B(3), if a qualified financing entity approves a loan to the Airport Enterprise Fund that is equal to or more favorable than the City's loan described in Section B(1), the Parties authorize the Airport Enterprise Fund to enter that replacement loan instead if that replacement loan:

      (1) has no prepayment penalty;

      (2) imposes a true interest cost that is less than or equal to 4.5% per annum;

      (3) has a principal amount that does not exceed the then-outstanding principal of the City's loan plus accrued interest and customary and reasonable closing costs (or, if executed before any disbursement on the City's loan, the authorized not-to-exceed amount described in Section B(1));

      (4) has a final maturity shall be no later than the original maturity date of the City loan unless the City and County provide their mutual written consent; and

      (5) is payable solely from Airport Enterprise Fund revenues and Project reimbursements, with no pledge of the City's or County's full faith and credit.

b. *Effect*. Upon funding of a replacement loan described in Section 4(a), the Parties agree the Airport Enterprise Fund shall simultaneously apply the proceeds at closing to repay the City loan in full, after which the City loan shall be deemed paid and terminated. The Parties agree no further City or County action shall be required to effectuate such repayment and substitution.

5. Security. The Parties agree repayment of the City loan and any replacement loan shall be made solely from Airport Enterprise Fund revenues (including Project reimbursements when received and deposited into the Airport Enterprise Fund) lawfully available for such purpose. The Parties further agree no lien, mortgage, deed of trust, or other encumbrance shall be granted on Airport real property or improvements to secure any such loan; provided, however, a pledge of Airport revenues, accounts, and related UCC filings not encumbering Airport real property is permitted.

6. Non-Recourse. The Parties agree no debt or obligation described in this Section B shall be or constitute a general obligation of the City or the County and neither the full faith and credit nor the taxing power of either Party is pledged. The Parties' agree each such obligation is a limited obligation of the Airport Enterprise Fund, payable solely from Airport Enterprise Fund revenues and Project reimbursements, and is not a claim against the City's General Fund or any other City fund.

7. Conditions Precedent to Disbursement. The City agrees to disburse the loan described in Section B(1), in one or more disbursements, when:

   a. the City Council adopts an interfund loan resolution authorizing the loan amount, rate, and term;

   b. this Agreement is fully executed;

   c. the County complies with RCW 39.34.040 by filing this Agreement with the County Auditor or posting on its website, as applicable;

   d. confirmation that all loan proceeds will be used for eligible Project costs consistent with **Exhibit A** and applicable Federal Aviation Administration rules, regulations, grant assurances, and revenue-use requirements; and

   e. availability of an Airport revenue budget sufficient to satisfy the repayment schedule.

C. Special Provisions.

1. No Conflicts. The Parties agree if any term of this Agreement conflicts with **Exhibit A** that the Parties shall cooperate to amend this Agreement as necessary to conform while accomplishing the intent of Sections A and B.

2. Airport Revenue. The Parties affirm that Airport rates, charges, and revenue policies will be maintained to keep the Airport as self-sustaining as practicable under all

circumstances, and that all Airport revenues will be used solely for Airport purposes and consistent with applicable Federal Aviation Administration requirements.

D. General Provisions.

1. Term. The Parties agree this Agreement commences upon its complete execution and expires naturally upon the Project's full completion and complete repayment of all sums contemplated herein, whichever later.

2. Independent Contractor. The Parties agree and acknowledge their relationship is that of independent contracting parties neither the City nor the County is an officer, employee, or agent of the other (as those terms are used in ORS 30.625 or otherwise).

3. Governing Law and Venue. The Parties agree all disputes connected with this Agreement or its performance shall be filed and heard in a court of competent jurisdiction in Klickitat County, Washington, and any resolutions shall be construed respectively under the laws of the State of Washington.

4. No Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of that Party's rights or deprive that Party of the right to thereafter insist upon strict adherence to that or any other provision of this Agreement.

5. Assignment. The Parties agree neither Party may assign or transfer any interest in this Agreement without the other Party's prior written consent and any such assignment or transfer (if approved) is subject to such conditions and provisions the other Party may deem necessary. The Parties agree this Agreement binds and benefits the Parties and their respective and permitted successors, agents, and assigns.

6. Integration and Amendments. The Parties agree this Agreement represents their full and final understanding and supersedes all prior or contemporaneous negotiations and agreements between them. The Parties further agree they may amend this Agreement at any time by mutual written agreement.

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

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

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

To the City:	City Manager City of The Dalles 313 Court Street The Dalles, OR 97058
To the County:	Klickitat County Board of County Commissioners 115 W. Court Street, Mail Stop 201 Goldendale, WA 98620

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

CITY OF THE DALLES,
an Oregon municipal corporation

____
Matthew B. Klebes, City Manager

ATTEST:

____
Amie Ell, City Clerk

Approved as to form:

____
Jonathan M. Kara, City Attorney

____
Date

BOARD OF COUNTY COMMISSIONERS
Klickitat County, a Washington municipal corporation

____
Chairman

____
Commissioner

____
Commissioner

ATTEST:

____
LeeAnn Burgin, Clerk of the Board

Approved as to form:

____
David R. Quesnel, Prosecuting Attorney

____
Date

Exhibit A to
Joint Funding Agreement

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
CONNECT OREGON (CO)

Project Name: Aviation Hangar Expansion Project (2) 10 unit buildings

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon,** acting by and through its Department of Transportation ("ODOT"), and City of The Dalles, acting by and through its Governing Body, ("Recipient"), both referred to individually or collectively as "Party" or "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). The availability of Grant Funds (as defined in Section 3) shall end three (3) years after the Effective Date (the "Availability Termination Date").

2. **Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:

   a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
   b. Exhibit B: **Recipient Requirements**
   c. Exhibit C: **Contractor Insurance Requirements**

   In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; and Exhibit C.

3. **Project Cost; Grant Funds.** The total estimated Project cost is $2,415,000.00. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed $1,690,000.00 (the "Grant Funds"). Recipient will be responsible for all Project costs not covered by the Grant Funds.

4. **Project.**

   a. Use of Grant Funds. The Grant Funds shall be used solely for the Project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to **Subsection 4.c.**

   b. Eligible Costs. Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement ("Eligible Costs").

      i. Eligible Costs are actual costs of Recipient to the extent those costs are:

         A. reasonable, necessary and directly used for the Project;

B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and

C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

ii. Eligible Costs do NOT include:

A. operating and working capital or operating expenditures charged to the Project by Recipient;

B. loans or grants to be made to third parties;

C. any expenditures incurred before the Effective Date or after the Availability Termination Date; or

D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;

c. Project Change Procedures.

i. If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a Request for Change Order (Form 734-2648), the form of which is hereby incorporated by reference, to the ODOT Program Manager as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A. The fillable form can be downloaded on-line at the following address:

https://www.oregon.gov/odot/Forms/2ODOT/7342648.doc

ii. Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a recipient's Request for Change Order. A Request for Change Order may be rejected at the sole discretion of ODOT. Further, in its discretion, ODOT may submit a Request for Change Order to the Oregon Transportation Commission for the Commission's review and approval.

5. Reimbursement Process and Reporting.

a. ODOT shall reimburse Recipient for 69.98% of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.

b. Recipient must submit to ODOT its first reimbursement request within one (1) year of the Effective Date.

c. Each reimbursement request shall be submitted on ODOT's Reimbursement Request form located at https://www.oregon.gov/odot/Forms/2ODOT/7345217.docx to ***LGSConnectOregon@odot.oregon.gov*** and include the Agreement number, the start and end date of the billing period, itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.

d. **Retainage.** ODOT will withhold five percent (5%) retainage from the amount paid pursuant to each reimbursement request and shall release this retainage to Recipient as the following conditions are met:

i. Eighty percent (80%) of the five percent retainage shall be released to Recipient upon completion of a final site review and final project acceptance by ODOT.

ii. Twenty percent (20%) of the five percent retainage shall be released to Recipient upon approval by ODOT of the report described in **Subsection 5.i.ii** of this Agreement. ODOT may not pay, and the Recipient forfeits, the amount under this paragraph if the Recipient does not submit the report required by **Subsection 5.i.ii** on or before the due date. Recipient acknowledges and agrees that Recipient may not apply for another Connect Oregon grant during the next application cycle if Recipient fails to submit the report required by **Subsection 5.i.ii** on or before the due date.

e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.

f. Upon ODOT's receipt of a monthly progress report or an email to the Connect Oregon Program Manager indicating that the Project is complete, ODOT will conduct a final on-site review. If ODOT deems the Project successful after completion of the on-site review, ODOT will confirm project acceptance by issuing a Project Acceptance Form.

g. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Recipient is in compliance with the terms of this Agreement.

iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

h. Recovery of Grant Funds.

i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of **Subsections 11.b.i, 11.b.ii, 11.b.iii or 11.b.vi**, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.

i. Reporting

i. Monthly Reports**.** Recipient shall submit monthly progress reports to ODOT using the Connect Oregon Monthly Progress Report (Form 734-2668), incorporated by reference and made a part of this Agreement. Progress reports must be submitted to the ODOT Connect Oregon Program Manager by the first Wednesday of each month. The fillable form can be downloaded on-line at the following address:

https://www.cognitoforms.com/ODOT2/grantagreementprogressreport

ii. Final Report. Recipient shall submit a written report to ODOT's Connect Oregon Program Manager that identifies the number of jobs created or retained both during construction and after Project completion, as a direct result of this Project. The report must also include the number of jobs projected, the measures of the Project's success and the methodology used to arrive at each as described in the information provided to ODOT before execution of the Agreement. The report must be received and approved by ODOT within eighteen (18) months after the completion of Project. Recipient's obligation to provide this report will survive expiration of this Agreement. Recipient shall use "Project Performance Report" Form 734-2947, which Recipient must also sign. The form is available on-line at the following address:

https://www.oregon.gov/ODOT/Forms/2ODOT/7342947.doc

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, or potential contractors. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. Compliance with Oregon Taxes, Fees and Assessments. Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

The warranties set forth in this Section 6 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, as well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. Recipient shall ensure that each of its contractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

b. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Contracts and Procurements.

Recipient may enter into contracts with contractors for performance of the Project. If Recipient enters into a contract, Recipient agrees to comply with the following:

a. Contracts.

i. All contracts must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the contract(s). Use of a contract does not relieve Recipient of its responsibilities under this Agreement.

ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's contract with the contractor.

iii. Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the construction contract price. Recipient shall require its construction contractor to name ODOT as an additional or dual obligee on construction contractor's performance and payment bonds.

iv. Recipient shall provide ODOT with a copy of any signed contract(s), as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph shall survive expiration or termination of this Agreement.

v. Recipient must report to ODOT any material breach of a term or condition of a contract within ten (10) days of Recipient discovering the breach.

b. Contract Indemnification.

i. ***Recipient's contract(s) shall require the other party to such contract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless State of Oregon, the Oregon Transportation Commission and its members and the Oregon Department of Transportation, and its officers, agents and employees, from and against any and all claims, suits, actions, liabilities, damages, losses, cost, and expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of or relating to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's contract or any of such party's officers, agents, employees or***

subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's contract(s) from and against any and all Claims.

ii. Any such indemnification shall also provide that neither Recipient's contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State, or that Recipient's contractor is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.

iii. Recipient shall include provisions in each of its contract(s) requiring its contractor(s) to comply with the indemnification requirements within this Contract Indemnification section.

c. Contractor Insurance.

i. Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and may specify insurance requirements for its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify that each of its contractor(s) meet the minimum insurance requirements in Exhibit C.

ii. Recipient shall require its contractor(s) to require and verify that all contractors carry insurance coverage deemed appropriate based on the risks of the subcontracted work.

iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the insurance requirements within this Contract Insurance section.

d. Procurements**.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:

i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and

i. All procurement transactions are conducted in a manner providing full and open competition.

9. Self-Performing Work. Recipient must receive prior approval from the Connect Oregon Program Manager for any self-performing work.

10. Conflicts of Interest.

i. Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

11. Termination

a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.

b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:

   i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;

   ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;

   iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of ten (10) calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

   iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

   v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

   vi. If the Project would not produce results commensurate with the further expenditure of funds.

   vii. If the Project is not bid or construction started within 1 year from the effective date of the Agreement.

c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.

d. **Rights upon Termination**; **Remedies**. Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

12. GENERAL PROVISIONS

a. **Contribution and Contract-Related Indemnification.**

i. For purposes of this **Subsection 12.a**., the term "ODOT" means "the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents, and employees."

ii. Contribution.

A. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

B. Except as otherwise provided in **Subsection 12.b**. below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

C. Except as otherwise provided in **Subsection 12.b.** below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

iii. Contract-related Indemnification. Notwithstanding **Subsection 8.a.ii.**, and subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold ODOT harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

iv. This **Subsection 12.a.** shall survive expiration or termination of this Agreement.

b. Insurance; Workers' Compensation and Employer's Liability. All employers, including Recipient, that employ subject workers who provide services in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's Liability insurance with coverage limits of not less than $500,000 each accident must be included. Recipient shall ensure that each of its subrecipient(s) or contractor(s) complies with these requirements.

c. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

d. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. No Third-Party Beneficiaries. ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or Program Manager at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this **Subsection 12.g**. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to Program Manager. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

l. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

n. Survival. In addition to sections of this Agreement specifically so designated, sections 5(h) (Recovery of Grant Funds), 12(h) (Governing Law; Consent to Jurisdiction) and 12(n) (Survival) survive expiration or termination of this Agreement.

o. Electronic Signatures. Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission at its October 10, 2024 meeting approved the Connect Oregon VIII project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

Signature Page to Follow

CITY OF THE DALLES, by and through its elected officials

By______________________________
(Legally designated representative)

Name____________________________
(printed)

Date_____________________________

By______________________________

Name____________________________
(printed)

Date_____________________________

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By______________________________
Recipient's Legal Counsel

Date_____________________________

Recipient Contact:

Jeff Renard Airport Director/Manager
313 Court Street
The Dalles OR 97058
(541) 288-6766
manager@flycgra.com

STATE OF OREGON, by and through its Department of Transportation

By______________________________
Assistant Director for Revenue, Finance & Compliance

Name____________________________
(printed)

Date_____________________________

APPROVAL RECOMMENDED

By______________________________
Program Manager

Date ___________________________

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over $250,000)

By_Nina R Englander via email_____
Assistant Attorney General

Date_October 21, 2024_____________

Connect Oregon Program Manager:
Cecelia Gilbert
355 Capitol Street NE
Mail Stop 21
Salem, OR 97301-4178
Phone: 503-991-8689
Email: cecelia.gilbert@odot.oregon.gov

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No.CO9-006

Project Name: Aviation Hangar Expansion Project (2) 10 unit buildings

A. PROJECT DESCRIPTION

Columbia Gorge Regional Airport

The Project will construct two (2) 10-unit hangars.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Paragraph 5.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone can be changed without an amendment to the Agreement.

If Recipient anticipates Key Milestone 1 or 2 will be delayed by more than ninety (90) days, Recipient must submit a Request for Change Order, as described in **Subsection 4.c**. of the Agreement, to the Connect Oregon Program Manager as soon as Recipient becomes aware of any possible delay.

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	**Start Construction**	03/15/2025
2	**Complete Construction***	12/31/2025

***Construction completion is when all work is complete, including punch list items, final cleanup, demobilization and submittal of final documentation, in accordance with the contract documents.**

EXHIBIT B
Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.

2. Recipient shall notify the Connect Oregon Program Manager in writing when any contact information changes during the Agreement.

3. Recipient shall, at its own expense, maintain, operate and provide power to the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as ten (10) years from its completion date (the "Project Useful Life"). For the duration of the Project Useful Life, Recipient shall reinvest any proceeds from the sale of improvements in similar improvements. At the conclusion of the Project Useful Life, Recipient and ODOT shall negotiate any additional maintenance obligations for any features installed on ODOT's right of way. If the Parties are unable to reach a consensus regarding additional maintenance obligations, Recipient shall remove all features installed on ODOT's right of way at no expense to ODOT. This paragraph shall survive the expiration or termination of this Agreement.

4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried for constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

5. **Americans with Disabilities Act Compliance**

   a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):

      i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;

      ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

      iii. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At

Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx

iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.

v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.

b. Recipient Facilities: For portions of the Project located on Recipient's facilities that are not on or along a state highway:

i. Recipient shall ensure that the Project is constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), as applicable.

ii. Recipient may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

i. Pedestrian access is maintained as required by the ADA,

ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,

iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,

iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

v. Applicable permitting and regulatory actions are consistent with ADA requirements.

d. Maintenance obligations in this Paragraph 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

a. For all improvements within ODOT's right of way, Recipient shall design all work in accordance with the standards specified in the current *ODOT Highway Design Manual* and related references. Construction plans for such projects shall be in conformance with standard practices of the State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current ODOT drafting manuals.

b. Prior to advertising the Project for bid, for all improvements within ODOT's right of way, Recipient must receive written approval of the Project's plans and specifications from ODOT's Roadway Engineering Section, in the Engineering and Technical Services Branch. This Agreement is not ODOT's approval of the plans or specifications.

c. In addition to ODOT's approval of the plans and specifications and prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, written permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.

d. Pursuant to OAR 734-020-0430, Recipient shall obtain written approval from the State Traffic Engineer prior to the design, construction, or removal of any traffic signal, traffic control device, or illumination to be installed on a state highway. An engineering study may be required for approval. See *ODOT's Traffic Manual* for the approval process. This Agreement is not the State Traffic Engineer's written approval.

e. Recipient and ODOT shall have an executed maintenance and operations agreement to cover obligations for any signaling devices being installed on a state highway for this Project. This agreement must be in effect prior to receiving design approval from ODOT. Traffic signals on a state highway must be designed per the current edition of ODOT's *Traffic Signal Design Manual*.

f. Electrical inspectors used by Recipient or its contractor(s), shall possess a current State Certified Traffic Signal Inspector certificate in order to inspect electrical installations on state highways.

g. ODOT will, at no cost to the Project, perform signal equipment environmental testing. For ODOT-owned or ODOT-maintained signals, ODOT will, at no cost to the Project, perform the signal field testing and turn-on. Traffic signal timing for ODOT-owned and ODOT-operated signals shall be the responsibility of ODOT, unless there is an agreement that specifically allows Recipient to perform that function.

h. Recipient shall ensure that all work involving pedestrian-activated signals performed under this Agreement, including maintenance activities, complies with ODOT's ADA standards. Recipient shall ensure that all traffic signals, illumination poles, and foundations installed on a state highway conform to State's standards, pursuant to the versions of ODOT's Traffic Structures Design Manual and Geotechnical Design Manual in effect at the time the work is conducted.

7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

8. Land Use Decisions

a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(10) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").

b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.

c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.

d. This Paragraph 8 is in addition to, and not in lieu of, ODOT's rights and remedies under **Subsection 5.h.** ("Recovery of Grant Funds") of this Agreement.

9. Website

If Recipient opts to create a website about the Project identified in Exhibit A ("website"), Recipient shall provide a link to the website to ODOT. ODOT will not reimburse Recipient for eligible costs until it receives the link to the website from Recipient.. Recipient shall notify the Program Manager in writing if the website address changes during the term of this Grant Agreement.

10. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

11. Applicable Requirements

Recipient shall comply with all applicable requirements of ORS 367.080 to 367.086 and OAR chapter 731, Division 35. Failure by Recipient to comply with these requirements will subject Recipient to the sanctions as described in OAR731-035-0080.

EXHIBIT C
Contractor Insurance Requirements

1. GENERAL.

a. Recipient shall require in its first tier contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its contractors ("contractor"): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a contract when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which the Recipient is a Party. All references to "contractor" in this Exhibit refer to Recipient's contractor as identified in this Paragraph 1.a.

b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient's contracts with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.

c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient's contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.
All employers, including Recipient's contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than $500,000 each accident. **Recipient's contractors shall require compliance with these requirements in each of their subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.
Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products

and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Prime construction contractor:

Coverage shall be written on an occurrence basis in an amount of not less than ☐ **$1,000,000** ☒ **$2,000,000** ☐ **$5,000,000** per occurrence.

Annual aggregate limit shall not be less than ☐ **$2,000,000** ☒ **$4,000,000** ☐ **$10,000,000**.

Other contractor(s):

Coverage shall be written on an occurrence basis in an amount of not less than **$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **$2,000,000**.

c. AUTOMOBILE LIABILITY.
Automobile Liability Insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than **$1,000,000**.

d. EXCESS/UMBRELLA LIABILITY.
A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.
The liability coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as Professional Liability insurance or Pollution Liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the contract or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/Employer's Liability.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

RESOLUTION NO. 25-041

A RESOLUTION AUTHORIZING AN INTERFUND LOAN TO THE AIRPORT FUND FOR THE AVIATION HANGAR EXPANSION PROJECT

WHEREAS, as co-sponsors, the City and Klickitat County (**County**) co-own and co-operate the Columbia Gorge Regional Airport (**Airport**) consistent with the provisions of that certain November 1, 2002, *Columbia Gorge Regional/The Dalles Airport Joint Operating Agreement* (**JOA**) between them, a copy of which is incorporated herein by reference;

WHEREAS, the City and the County are parties to that certain *Joint Funding Agreement* (**JFA**) to provide local match and cash-flow for the *Aviation Hangar Expansion Project* at the Airport (**Project**), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, Section B of the JFA describes the City's commitment to be responsible for a $360,000 loan to the Airport Fund—an enterprise fund of the City—subject to the provisions of Section B;

WHEREAS, to implement the JFA in furtherance of the Project, the City Council intends to authorize a temporary interfund loan from the City's General Fund to the Airport Fund consistent with Oregon Local Budget Law (ORS 294.305 *et seq.*), which authorizes interfund loans subject to certain requirements and limitations;

WHEREAS, the City Council finds that the Special Enterprise Zone Fund has sufficient cash available to make the loan without impairing budgeted operations and that the Airport Fund has budgeted and reasonably expected revenues to repay the loan according to a stated schedule;

WHEREAS, the JFA contemplates a replacement lender option under which the Airport (acting through the City as fiscal agent) may obtain third-party financing on better terms and immediately apply the proceeds to prepay the interfund loan without penalty; and

WHEREAS, the City Council intends this Resolution to provide the terms of the interfund loan contemplated by the JFA consistent with the requirements of ORS 294.468 and other applicable law, all in support of the public health, safety, and welfare.

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

Section 1 Transfer Authorized. The City Council hereby authorizes the City Manager to make and disburse a one-time capital interfund loan in the principal amount of **$360,000.00** (**Principal**) from the City's **SPECIAL ENTERPRISE ZONE FUND** (as *lender*) to the **AIRPORT FUND** (as *borrower*) for the purpose of financing design, acquisition, and construction costs of the *Aviation Hangar Expansion Project*, a capital project at the Columbia Gorge Regional Airport (**Purpose**), expressly as provided herein.

Section 2 Statutory Authority. The City Council hereby confirms the interfund loan authorized by this Resolution (**Loan**) complies with ORS 294.468 (*Loans from one fund to another*), as follows:

A. The Loan is not made from any debt service reserve fund, debt service fund, or any other restricted funds.

B. Because this is a capital interfund loan, the repayment schedule under which Principal (together with interest) is budgeted and repaid to the **SPECIAL ENTERPRISE ZONE FUND** is attached to and made part of this Resolution as its **Exhibit B**. The Loan shall be fully amortized not later than 10 years from the loan closing date consistent with ORS 294.468(2)(b).

C. Principal shall accrue interest at a fixed rate of 4.5% per annum, consistent with the JFA.

D. The **AIRPORT FUND** shall repay Principal and accrued interest over a 5-year term, consistent with the JFA and **Exhibit B**.

Section 3 Limited Obligation. The Loan is a limited obligation of the **AIRPORT FUND** payable solely from **AIRPORT FUND** revenues and Project reimbursements. It is not a claim against the City's **GENERAL FUND** or **ANY OTHER CITY FUND**.

Section 4 No Full Faith and Credit. The Loan is not a general obligation of the City and the City does not pledge its full faith and credit or its taxing power.

Section 5 Timing. The Loan shall be made at the time described by JFA Section B(7).

Section 6 Alternative Financing. The City Council hereby authorizes the City Manager to negotiate, approve, and execute documents necessary or convenient to obtain alternative/replacement financing for the Project from a qualified financing entity consistent with JFA Section B(4); provided, however, that:

A. the obligation is payable solely from **AIRPORT FUND** revenues and Project reimbursements, with no pledge of the City's full faith and credit and no recourse to the **GENERAL FUND** or **ANY OTHER CITY FUND**;

B. the principal does not exceed the then-outstanding Principal of this Loan plus accrued interest and customary closing costs (or, if executed prior to any disbursement on this Loan, the authorized not-to-exceed amount stated in **Section 1**);

C. the true interest cost is less than or equal to 4.5% per annum;

D. the final maturity is no later than the final maturity set by **Exhibit B**, unless extended by the City Council; and

E. the obligation is prepayable without penalty and fees are customary and reasonable.

Section 7 Pre-Authorized Repayment. The City Council hereby authorizes repayment from the **AIRPORT FUND** to the **SPECIAL ENTERPRISE ZONE FUND** consistent with the JFA and **Exhibit B**, including in connection with any alternative financing described in Section 6.

Section 8 Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER, 2025,

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

AND APPROVED BY THE MAYOR THIS 13TH DAY OF OCTOBER, 2025.

____
Richard A. Mays, Mayor

ATTEST:

____
Amie Ell, City Clerk

EXHIBIT A to
Resolution No. 25-041

JOINT FUNDING AGREEMENT

This JOINT FUNDING AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and Klickitat County, a Washington municipal corporation (**County**), for the joint funding for the *Aviation Hangar Expansion Project* (**Project**) at the Columbia Gorge Regional Airport (**Airport**).

WHEREAS, ORS Chapter 190 authorizes the City and Chapter 39.34 RCW authorizes the County to enter this Agreement;

WHEREAS, the City and County co-own and co-operate the Airport consistent with the provisions of that certain November 1, 2002, *Columbia Gorge Regional/The Dalles Airport Joint Operating Agreement*;

WHEREAS, the City applied for and was awarded by the Oregon Department of Transportation (**ODOT**) that certain grant for $1,690,000 (G001-T110420) to fund the Project's $2,415,000 estimated cost consistent with the terms of that certain *Grant Agreement* (ODOT/Recipient Agreement No. C09-006) between the City and ODOT, a copy of which is attached to and made part of this Agreement as its **Exhibit A**; and

WHEREAS, the Parties intend this Agreement to outline their respective rights and duties with respect to contributing towards the approximately $720,000 difference between the Project cost and ODOT's grant award to facilitate the Project at the Airport.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the Parties agree:

A. City and County Grants.

1. Grants. The City agrees to transfer **$180,000.00** to the Airport Enterprise Fund as a one-time grant in furtherance of the Project and the County agrees to transfer **$180,000.00** to the Airport Enterprise Fund as a one-time grant in furtherance of the Project.

2. Timing. The Parties agree to make the payments described in Section A(1) within 40days from the date this Agreement is authorized by the City Council and Board of County Commissioners.

3. Limited Use. The Parties agree the payments described in Section A(1) shall solely be used for eligible Project costs and consistent with all applicable laws governing the use of such funds, including **Exhibit A** and applicable provisions of federal law and Federal Aviation Administration rules, regulations, grant assurances, and revenue-use requirements.

4. Recovery. The Parties agree that if any portion of the payments described in Section A(1) is used inconsistent with Section A(3) or applicable law then the non-breaching Party may demand repayment of such misused amount and the breaching Party shall refund such amount within 30 days.

5. Inspection. The City and County agree they may inspect the work paid for by the payments described in Section A(1) at any time during its development, installation, or

implementation during normal working hours and with reasonable notice to the Airport Manager.

6. Records.

   a. *Access*. The City (as the Airport's fiscal agent) agrees the County may, with respect to those pertinent to the payments described in Section A(1):

      (1) access the City's financial records and other books, documents, papers, plans, records of shipments, and payments and writings (whether in paper, electronic, or other form);

      (2) perform examinations and audits; and

      (3) make excerpts, transcripts, and copies.

   b. *Retention*. The City agrees to retain and keep accessible all books, documents, papers, plans, records, and writings (with respect to those pertinent to the payments described in Section A(1) and the Project) for a minimum of 6 years (or 3 years after final grant closeout, whichever is later) following the later of:

      (1) this Agreement's termination or expiration; or

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

   c. *Loan Proceeds*. The Parties agree Sections A(6)(a) and A(6)(b) apply equally to expenditures made from loan proceeds described in Section B.

7. Mutual Indemnification. In accordance with the limitations of the Oregon Tort Claims Act and Oregon Constitution, the City agrees to indemnify, defend, and hold harmless the County (including its officers, employees, and agents) from all claims, suits, actions, losses, damages, liabilities, costs, and expenses (of any nature) resulting from, arising out of, or relating to City's (including its officers', employees', agents', and subcontractors') activities under this Agreement. In accordance with the limitations of applicable Washington law, the County agrees to indemnify, defend, and hold harmless the City (including its officers, employees, and agents) from all claims, suits, actions, losses, damages, liabilities, costs, and expenses (of any nature) resulting from, arising out of, or relating to the County's (including its officers', employees', agents', and subcontractors') activities under this Agreement.

B. City Loan to Airport Enterprise Fund.

1. City Responsibility. The City agrees to be responsible for making available and, in one or more disbursements, loaning the Airport Enterprise Fund an amount not exceeding **$360,000** from the City's Special Enterprise Zone Fund to provide local match and cash-flow for the Project and as provided in Section B(3).

2. Airport Debt Service. The City and County, as co-owners and co-sponsors of the Airport, authorize the Airport Enterprise Fund (acting through the City as fiscal agent) to incur

indebtedness payable solely from Airport Enterprise Fund revenues for repayment of the City loan described in Section B(1) consistent with Section B(3).

3. Loan Described. The Parties agree the authorization described in Section B(2) is limited as follows:

    a. *Repayment Term*. The Airport Enterprise Fund shall repay principal and accrued interest over a 5-year term (consistent with the amortization schedule attached to and made part of the City's interfund transfer resolution for this Project) and any amendment to that repayment schedule shall in no event extend amortization beyond 10 years from the date of the first disbursement. The Parties acknowledge that resolution authorizes the City Manager to administratively conform the repayment schedule to reflect the timing and amount of staged disbursements while maintaining the repayment term and statutory cap described in this subsection B(3)(a).

    b. *Interest*. Principal shall bear a fixed interest rate of 4.5% per annum.

    c. *Draws*. The City may disburse the loan in one or more disbursements. Interest accrues only on principal amounts actually disbursed and outstanding from the date of each disbursement until paid and no interest accrues on any undisbursed portion of the loan.

    d. *No Prepayment Penalty*. The Airport Enterprise Fund may prepay principal, in whole or in part, at any time without premium or penalty.

4. Replacement Lender.

    a. *Airport Enterprise Fund Authorized*. Notwithstanding Section B(3), if a qualified financing entity approves a loan to the Airport Enterprise Fund that is equal to or more favorable than the City's loan described in Section B(1), the Parties authorize the Airport Enterprise Fund to enter that replacement loan instead if that replacement loan:

        (1) has no prepayment penalty;

        (2) imposes a true interest cost that is less than or equal to 4.5% per annum;

        (3) has a principal amount that does not exceed the then-outstanding principal of the City's loan plus accrued interest and customary and reasonable closing costs (or, if executed before any disbursement on the City's loan, the authorized not-to-exceed amount described in Section B(1));

        (4) has a final maturity shall be no later than the original maturity date of the City loan unless the City and County provide their mutual written consent; and

        (5) is payable solely from Airport Enterprise Fund revenues and Project reimbursements, with no pledge of the City's or County's full faith and credit.

b. *Effect*. Upon funding of a replacement loan described in Section 4(a), the Parties agree the Airport Enterprise Fund shall simultaneously apply the proceeds at closing to repay the City loan in full, after which the City loan shall be deemed paid and terminated. The Parties agree no further City or County action shall be required to effectuate such repayment and substitution.

5. Security. The Parties agree repayment of the City loan and any replacement loan shall be made solely from Airport Enterprise Fund revenues (including Project reimbursements when received and deposited into the Airport Enterprise Fund) lawfully available for such purpose. The Parties further agree no lien, mortgage, deed of trust, or other encumbrance shall be granted on Airport real property or improvements to secure any such loan; provided, however, a pledge of Airport revenues, accounts, and related UCC filings not encumbering Airport real property is permitted.

6. Non-Recourse. The Parties agree no debt or obligation described in this Section B shall be or constitute a general obligation of the City or the County and neither the full faith and credit nor the taxing power of either Party is pledged. The Parties' agree each such obligation is a limited obligation of the Airport Enterprise Fund, payable solely from Airport Enterprise Fund revenues and Project reimbursements, and is not a claim against the City's General Fund or any other City fund.

7. Conditions Precedent to Disbursement. The City agrees to disburse the loan described in Section B(1), in one or more disbursements, when:

   a. the City Council adopts an interfund loan resolution authorizing the loan amount, rate, and term;

   b. this Agreement is fully executed;

   c. the County complies with RCW 39.34.040 by filing this Agreement with the County Auditor or posting on its website, as applicable;

   d. confirmation that all loan proceeds will be used for eligible Project costs consistent with **Exhibit A** and applicable Federal Aviation Administration rules, regulations, grant assurances, and revenue-use requirements; and

   e. availability of an Airport revenue budget sufficient to satisfy the repayment schedule.

C. Special Provisions.

1. No Conflicts. The Parties agree if any term of this Agreement conflicts with **Exhibit A** that the Parties shall cooperate to amend this Agreement as necessary to conform while accomplishing the intent of Sections A and B.

2. Airport Revenue. The Parties affirm that Airport rates, charges, and revenue policies will be maintained to keep the Airport as self-sustaining as practicable under all

circumstances, and that all Airport revenues will be used solely for Airport purposes and consistent with applicable Federal Aviation Administration requirements.

D. General Provisions.

1. Term. The Parties agree this Agreement commences upon its complete execution and expires naturally upon the Project's full completion and complete repayment of all sums contemplated herein, whichever later.

2. Independent Contractor. The Parties agree and acknowledge their relationship is that of independent contracting parties neither the City nor the County is an officer, employee, or agent of the other (as those terms are used in ORS 30.625 or otherwise).

3. Governing Law and Venue. The Parties agree all disputes connected with this Agreement or its performance shall be filed and heard in a court of competent jurisdiction in Klickitat County, Washington, and any resolutions shall be construed respectively under the laws of the State of Washington.

4. No Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of that Party's rights or deprive that Party of the right to thereafter insist upon strict adherence to that or any other provision of this Agreement.

5. Assignment. The Parties agree neither Party may assign or transfer any interest in this Agreement without the other Party's prior written consent and any such assignment or transfer (if approved) is subject to such conditions and provisions the other Party may deem necessary. The Parties agree this Agreement binds and benefits the Parties and their respective and permitted successors, agents, and assigns.

6. Integration and Amendments. The Parties agree this Agreement represents their full and final understanding and supersedes all prior or contemporaneous negotiations and agreements between them. The Parties further agree they may amend this Agreement at any time by mutual written agreement.

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

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

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

To the City:	City Manager City of The Dalles 313 Court Street The Dalles, OR 97058
To the County:	Klickitat County Board of County Commissioners 115 W. Court Street, Mail Stop 201 Goldendale, WA 98620

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

CITY OF THE DALLES,
an Oregon municipal corporation

____
Matthew B. Klebes, City Manager

ATTEST:

____
Amie Ell, City Clerk

Approved as to form:

____
Jonathan M. Kara, City Attorney

____
Date

BOARD OF COUNTY COMMISSIONERS
Klickitat County, a Washington municipal corporation

____
Chairman

____
Commissioner

____
Commissioner

ATTEST:

____
LeeAnn Burgin, Clerk of the Board

Approved as to form:

____
David R. Quesnel, Prosecuting Attorney

____
Date

Loan Amortization Schedule

Loan Information	
Loan Amount	360,000.00
Annual Interest Rate	4.50%
Term of Loan in Years	5
First Payment Date	4/30/2026
Payment Frequency	Annual
Compound Period	Annual
Payment Type	End of Period

Summary	
Rate (per period)	4.500%
Number of Payments	5
Total Payments	410,024.96
Total Interest	50,024.96
Est. Interest Savings	(0.01)

Annual Payment **82,004.99**

Amortization Schedule

☑ Rounding On

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
						360,000.00
1	4/30/26	82,004.99		16,200.00	65,804.99	294,195.01
2	4/30/27	82,004.99		13,238.78	68,766.21	225,428.80
3	4/30/28	82,004.99		10,144.30	71,860.69	153,568.11
4	4/30/29	82,004.99		6,910.56	75,094.43	78,473.68
5	4/30/30	82,005.00		3,531.32	78,473.68	0.00

RESOLUTION NO. 25-040

A RESOLUTION ESTABLISHING A MANDATORY PREQUALIFICATION PROGRAM FOR PUBLIC IMPROVEMENT CONTRACTS

WHEREAS, the City's Local Contract Review Board Rules provide that the procurement of public improvement contracts is governed by ORS Chapter 279C and OAR Chapter 137, Division 49;

WHEREAS, ORS 279C.430(1) authorizes the City Council to adopt a resolution that permits or requires prospective bidders or proposers to prequalify for public improvement contracts for which the City intends to conduct a procurement;

WHEREAS, OAR 137-049-0220 authorizes "mandatory prequalification," requires the City's solicitations to indicate when prequalification is required, sets out standards for prequalification, provides a rebuttable presumption for firms already prequalified by the Oregon Department of Transportation or Oregon Department of Administrative Services, and requires notice of denial with reasons and appeal rights;

WHEREAS, the statutory "responsible bidder" standards in ORS 279C.375(3)(b) (capacity, licensing/insurance, workers' compensation, performance and integrity record, legal qualification, disclosures, community benefit obligations where applicable, and timely information) govern prequalification determinations;

WHEREAS, a mandatory prequalification program has the potential to improve the administration of some of the City's highest-valued construction contracts by ensuring contractor eligibility and experience considerations are resolved before bids or proposals are opened, which should enhance predictability and lower the risk of responsibility challenges derailing schedule-critical projects; and

WHEREAS, the City Council intends this Resolution to establish the process described in ORS 279C.430 in support of the public health, safety, and welfare.

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

Section 1 Authority. The City Council considered and hereby adopts this Resolution in its capacity as the City's Local Contract Review Board.

Section 2 Adoption and Policy. The City Council hereby establishes a program authorizing mandatory prequalification to be used when stated in a solicitation for public improvement contracts. The program advances competition among qualified firms, uses the statutory responsibility standards, and is administered to maximize eligibility and participation consistent with applicable law.

Section 3 Covered Contracts. The City may require mandatory prequalification, as specified in the applicable solicitation, for any public improvement (including but not limited to heavy civil, water/wastewater/stormwater, transportation, bridges/structures, traffic signals/ITS, site/civil, vertical building, and electrical/mechanical/process work), when the Project Manager for any given solicitation determines prequalification will improve schedule certainty, safety, or quality.

Section 4 Classes of Work. The solicitation will state the class(es) of work appropriate to the procurement whenever the City requires prequalification. The City Manager may adopt and update City classes of work, align to Oregon Department of Transportation or Oregon Department of Administrative Services classes, or define project-specific classes to best reflect the work, and may accept reasonably equivalent classes demonstrated by a bidder or proposer.

Section 5 Application Form. Applicants shall use a City prequalification form prescribed by the Public Works Director and limited to information required to apply the responsibility factors described by ORS 279C.375(3)(b), as may be amended or superseded. The City may issue supplemental questionnaires that are objective and narrowly tailored to the statutory standards. Electronic submission is permitted.

Section 6 Time for Filing Applications. For procurements requiring mandatory prequalification, applications will be accepted up to the solicitation's closing unless the solicitation sets an earlier deadline for administrative efficiency. The City may also extend or waive an earlier stated prequalification deadline for all bidders or proposers by addendum issued before closing, including by accepting applications submitted after an earlier deadline but before closing. The City cannot consider any bid or proposal if the bidder or proposer is not prequalified at closing when mandatory prequalification applies.

Section 7 Prequalification Standards. The City will apply only the responsibility standards described by ORS 279C.375(3)(b) as implemented by OAR 137-049-0220(3). The City may request clarifications and allow applicants to cure immaterial deficiencies before decision to encourage participation and fairness.

Section 8 Review and Decision. The City will strive to issue a written prequalification decision promptly but will issue no later than 30 days after receiving a complete application; provided, however, and when practicable, will issue no later than 5 business days after receipt if a solicitation sets a prequalification deadline that is 7 or more days before closing. The City's written notice (i.e., qualification, denial, revision, or revocation) may be provided electronically and will identify the class(es) of work granted and the validity period. By default, prequalification determinations are project-specific and valid only for the procurement identified in the notice. To expand participation in future procurements, the Public Works Director may—by stating so in the notice—issue a term prequalification valid for multiple procurements for up to twenty-four (24) months) or a shorter period for the stated class(es) of work. To foster competition, the City may issue a provisional prequalification determination subject to receipt of specified non-material documentation; the applicant must be fully prequalified by closing to submit an offer. The City may later revoke or revise a prequalification under Section 10 if warranted.

Section 9 Notice and Appeal. If the City denies, limits, revokes, or revises prequalification, the notice will state specific reasons for such action as described in Section 6 and inform the applicant of applicable appeal rights. An applicant may appeal within three business days of receipt; appeals are heard de novo by the City Manager, with judicial review as provided by law.

Section 10 Substantial Change. Upon reasonable cause to believe a substantial change affects a prequalified person's status under Section 6, the City may revoke or revise prequalification after reasonable notice and opportunity to be heard. A revocation or revision does not apply to any public improvement contract advertised before the notice was received.

Section 11 Solicitation and Advertisement. When mandatory prequalification applies to a given procurement, the solicitation and advertisement shall state: (a) that prequalification is required; (b) the prequalification deadline (consistent with Section 5); and (c) the class(es) of work required. The City may, in the public interest, elect not to require prequalification for a particular procurement even if the procurement otherwise fits the general description provided by Section 2.

Section 12 Administration. The City Manager (or designee) may issue forms and guidance, define or update classes of work, and accept joint venture or teaming applications based on the combined resources/experience of the participants (letters of intent permitted), consistent with Section 6 and applicable law.

Section 13 Competition. The City hereby affirms this program favoring open and impartial competition and encourages participation by COBID-certified firms. Criteria shall be applied objectively and only as authorized by law.

Section 14 Severability. The provisions of this Resolution are severable.

Section 15 Appendix. This Resolution shall be appended to and incorporated with the City's Local Contract Review Board Rules adopted by Resolution No. 23-006 as if fully included at the time of that Resolution's adoption.

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Section 16 Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER, 2025,

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

AND APPROVED BY THE MAYOR THIS 13TH DAY OF OCTOBER, 2025.

____
Richard A. Mays, Mayor

ATTEST:

____
Amie Ell, City Clerk

RESOLUTION NO. 25-042

A RESOLUTION DIRECTING THE CITY ATTORNEY TO ISSUE SUBPOENAS FOR THE PRODUCTION OF RECORDS TO ENSURE COMPLIANCE WITH AND ENFORCEMENT OF TDMC CHAPTER 8.04

WHEREAS, the City enforces its transient lodging tax (**TLT**) pursuant to the provisions of The Dalles Municipal Code (**TDMC**) Chapter 8.04 (*Transient Lodging Tax*);

WHEREAS, TDMC 8.04.160 authorizes the City tax administrator, or their designee, to: examine business records relating to the receipt and remittance of TLT, enforce the provisions of TDMC Chapter 8.04, and conduct audits of TLT tax returns on an annual basis.

WHEREAS, TDMC 8.04.120 authorizes the City tax administrator, or their designee, to bring an enforcement action to collect delinquent TLT amounts, together with penalties and interest.

WHEREAS, TDMC Chapter 5.01 (*Legislative Subpoenas*) authorizes and supports the issuance of subpoenas for the purposes of the production of records for evidence in any action or proceeding pending or potentially pending before the City Council;

WHEREAS, the City Council hereby finds and determines probable cause exists Airbnb, Inc. and other witnesses may be in possession of information subject to examination under TDMC 8.04.160 and necessary for the City tax administrator to perform their TLT auditing and enforcement obligations—including evaluation and resolution of pending civil enforcement actions—and the issuance of subpoenas is necessary to compel production of relevant records, information, and documentation that may lead to the discovery of evidence relevant to the City's investigation; and

WHEREAS, the subpoenas authorized by this Resolution protect the public health, safety, and welfare and serve a lawful legislative purpose by allowing the City access to information necessary to enforce its TLT collections and to investigate violations of TDMC Chapter 8.04.

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

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

Section 2 City Attorney Authorized. The City of The Dalles hereby authorizes the City Attorney to issue subpoenas to Airbnb, Inc., its officers, agents, and employees, compelling the subpoenaed parties to timely produce all relevant records, information, documents, and evidence as described by the City Attorney to aid the City Council in its ongoing investigation into TLT payments made and TLT collected by transient lodging providers within the City's corporate limits from March 1, 2020 through February 28, 2025.

Section 3 Administration. The City of The Dalles hereby commands the City Manager to execute and the City Clerk to attest the subpoenas issued by this Resolution. A copy of this Resolution shall be attached to the subpoenas and shall be incorporated by reference therein. The subpoenas shall be served upon the subpoenaed parties pursuant to TDMC Chapter 5.01 or otherwise as provided by law.

Section 4 Enforcement. The City of The Dalles hereby declares failure to comply with the subpoena issued pursuant to this Resolution shall subject the subpoenaed parties to the remedies set forth in TDMC Chapter 5.01 or otherwise as provided by law.

Section 5 Additional Necessary Authorizations. The City of The Dalles hereby authorizes the City Attorney to take all actions necessary to issue, serve, and enforce subpoenas authorized pursuant to this Resolution.

Section 6 Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER, 2025.

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

AND APPROVED BY THE MAYOR THIS 13TH DAY OF OCTOBER, 2025.

____
Richard A. Mays, Mayor

ATTEST:

____
Amie Ell, City Clerk

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

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

AGENDA STAFF REPORT

AGENDA LOCATION: Item # 9A

MEETING DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Jonathan Kara, City Attorney
Tom Worthy, Police Chief

ISSUE: Adopting General Ordinance No. 25-1420, an ordinance amending TDMC Chapter 5.12 (*Public Nuisances*)

BACKGROUND: The City's public nuisance ordinance was adopted in 1998 with the intent to help keep our community safe, clean, and livable. Our current code has served us for years, but it was built around older processes and does not clearly address some of the dynamics the City sees today. The proposed update to TDMC Chapter 5.12 keeps the same overall goal—addressing problems at the source—while giving the City and property owners clearer tools and more transparent processes while maintaining flexibility and discretion in enforcement.

As a refresher: TDMC Chapter 5.12 is a tool available to the City to act when people tied to a property commit certain offenses 3+ times/year on the property or within 300 feet. It relies on arrests or citations to prove those incidents. After the Police Chief documents a pattern, the City sends notice and can seek court orders that include closing the property for 3-12 months and daily penalties. Ordinances like these are meant to stop repeat problems that harm neighbors and strain public safety resources. They focus on fixing the problem at its source while giving owners a chance to correct issues before court.

This proposed Ordinance includes such significant reformatting and restructuring to the current ordinance that a redline would not prove particularly practical for Council's review—with that said, a full redline comparison is included as **Exhibit 1** to the proposed ordinance. To summarize the key substantive updates this proposed ordinance considers:

1. Accuracy. The ordinance defines who is responsible for a property more clearly and keeps a clear 300-foot measurement from the property line, which adds

accuracy about what area “around a property” counts for enforcement.

2. Qualifying Incidents. The ordinance expands how an incident can be proven beyond just arrests or citations. It allows reliable evidence (e.g., police reports, video, and inspection findings) to be considered even when the conduct does not result in an arrest or citation. For example, if the Police Department receives security footage from a local business of a person urinating in public late in the evening, the City can use that evidence towards establishing a pattern even if no Police Officer was at the scene of that offense during the evening in question.

3. Broader Scope/Shorter Timeframe. The ordinance expands the list of qualifying offenses to reflect current problems and shortens the look-back period from 12 months to 6 months. As a result, isolated incidents spread over a year would be less likely to result in a nuisance case and the City’s response would focus on recent and sustained patterns impacting neighbors.

4. Safe Harbor. The ordinance makes clear that a 911 call by itself is not a qualifying incident and should not disincentivize the public from using emergency services. This protects the public’s willingness to seek help while still allowing the City to count the underlying conduct when it is documented in additional ways. However, it also recognizes that certain serious offenses should always be counted as qualifying incidents, which keeps public safety at the center of how the City decides whether a pattern exists.

5. Process Improvements. The ordinance improves notice so owners actually receive it and have a short—but clear—window to respond with a plan to address and abate the nuisance. It also clarifies posting and mailing rules to reduce potential disputes about service timing.

6. Abatement Opportunities. The ordinance offers a straightforward abatement plan option that a responsible owner can adopt quickly when they receive notice from the Police Chief. Following that plan counts in the owner’s favor if/when the court decides what remedy is appropriate.

7. Fair Remedies. The ordinance gives the court a targeted tool to stop the specific activity causing the problem without always closing the whole property, and that targeted option helps match the appropriate remedy to any given situation (e.g., if a bar located on the ground floor of a mixed-use development is responsible for establishing a pattern of behavior giving rise to a nuisance, the court would now have the ability to simply order the bar closed without also closing the residential area). It also requires a quick court review after any emergency closure which balances fast action in urgent situations with a timely check by the court.

8. Transparent but Firm Consequences. The ordinance keeps the option to close a property when needed and sets clear time ranges for closures, which adds predictability and helps the public understand what to expect in serious cases. It also proposes a reasonable cap on total civil penalties in a single case to avoid runaway totals while also keeping daily penalties that push for compliance.

These proposed changes make the rules fairer and easier to apply for residents, businesses, and staff. They create more options than "do nothing or close it," so the City can stop harm quickly with the lightest effective tool. These changes also encourage people to call for help and protect victims while holding problem locations accountable. The City can credit responsible owners who take real steps to prevent repeat issues and it can escalate only when needed.

Staff will track outcomes and return to Council with a short update after the first year, which will include what is working, what is not, and any recommended adjustments.

BUDGET IMPLICATIONS: None.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:**
   Move to adopt General Ordinance No. 25-1420, as presented, by title only.

2. Make minor modifications to then move to adopt General Ordinance No. 25-1420, as amended, by title only.

3. Make substantive modifications to then move to direct Staff to bring a revised General Ordinance No. 25-1420 back for a second reading at a future meeting.

4. Decline formal action and provide Staff direction accordingly.

GENERAL ORDINANCE NO. 25-1420

AN ORDINANCE AMENDING THE DALLES MUNICIPAL CODE CHAPTER 5.12 (*PUBLIC NUISANCES*)

WHEREAS, since 1998, the City has regulated public nuisances within the City's corporate limits pursuant to the provisions of The Dalles Municipal Code (**TDMC**) Chapter 5.12 (*Public Nuisances*);

WHEREAS, the intent of TDMC Chapter 5.12 is to prevent recurring nuisance issues from impacting neighbors and straining public safety resources by focusing on fixing the problem at its source while giving property owners a chance to correct issues before enforcement becomes necessary;

WHEREAS, at its October 13, 2025, regular meeting, the Police Chief and City Attorney proposed amendments to TDMC Chapter 5.12 to make the City's public nuisance code fairer and easier to apply for residents, businesses, and staff by enhancing public transparency and providing the City additional tools to prevent community harms from growing to public nuisances that require legal enforcement; and

WHEREAS, the City Council finds adopting the proposed amendments to TDMC Chapter 5.12 to support the City's interests and preserve and protect the public health, safety, and welfare, as provided herein.

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

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

SECTION 2 The Dalles Municipal Code – **Title 5** (*Offenses*), **Chapter 5.12** (*Public Nuisances*), shall be revised to read:

Sections:

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Chapter 5.12
PUBLIC NUISANCES

5.12.010. Definitions.

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

A. "City" means the City of The Dalles.

B. "Invitee" means a client, customer, patron, employee, resident, guest, visitor, or occupant of a property or place of activity.

C. "Pattern of behavior" means that, with respect to a property, 3 or more qualifying incidents occur within any 6-month period that are attributable to invitees of the property or to property-condition violations at the property.

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

E. "Person in charge" means, with respect to a property, an agent, contract purchaser, lessee, licensee, licensed or unlicensed mobile food vendor, occupant, owner, permitted or unpermitted transient merchant, tenant, or other person having possession or control of a property.

F. "Police Chief" means the duly appointed police chief of the City or authorized designee.

G. "Property" means, as context requires, a:

   1. lot or parcel; and/or

   2. place of activity on a lot or parcel.

5.12.020. Public Nuisance.

It is a public nuisance for any person in charge to allow, or any person to cause to exist, any property where a pattern of behavior is established through qualifying incidents.

A. Qualifying Incidents Defined. For purposes of this Chapter, a "qualifying incident" is any occurrence within a property or within 300 feet (measured as the shortest horizontal distance from any boundary line) of a property that constitutes:

   1. *Abandoned vehicle*, TDMC 5.04.090.

   2. *Animal abuse or animal neglect*, ORS 167.310 to 167.349.

3. *Assault*, ORS 163.160, 163.165, 163.175, or 163.185.

4. *Burglary*, ORS 164.215 to ORS 164.235.

5. *Concealed weapon*, TDMC 5.08.030(B).

6. *Criminal mischief*, ORS 164.345, 164.354, or 164.365.

7. *Criminal trespass*, ORS 164.245, 164.255, or 164.265.

8. *Discharge of weapon*, TDMC 5.08.030(A).

9. *Disorderly conduct*, ORS 166.025.

10. *Drinking in public places*, TDMC 5.08.020(A).

11. *Harassment*, ORS 166.065.

12. *Junk*, TDMC 5.04.110.

13. *Menacing*, ORS 163.190.

14. *Minor in possession of alcohol*, ORS 471.430.

15. *Offensive littering*, ORS 164.805.

16. *Outdoor burning*, TDMC 7.20.020.

17. *Prostitution* and related offenses, ORS 167.007 to 167.017.

18. *Public indecency*, ORS 163.465.

19. *Public urination and defecation*, TDMC 5.08.060(D).

20. *Scattering rubbish*, TDMC 5.04.050.

21. *Sexual abuse*, ORS 163.415, 163.425, or 163.427.

22. *Theft* and related offenses, ORS 164.015 to 164.140.

23. *Unlawful gambling* offenses, ORS 167.117 to 167.167.

24. *Unlawful manufacture, delivery or possession of a controlled substance*, ORS 475.752.

25. *Unreasonable noise*, TDMC 5.08.020(B).

26. Violations arising under charitable-gaming laws, ORS 464.270 to 464.530.

27. Violations of ORS Chapter 471 (*Alcoholic Liquors Generally*) and OAR Chapter 845 (*Oregon Liquor Control Commission*).

B. Established Pattern of Behavior. A qualifying incident may be considered for purposes of establishing a pattern of behavior if:

1. any person was arrested for or issued a citation alleging such offense or violation, in which case such arrests or citations constitute prima facie rebuttable evidence of a qualifying incident; or

2. if its occurrence is proven by a preponderance of the evidence, including police reports, officer testimony, recordings, physical evidence, inspection findings, or court records; provided, however, calls for service alone are insufficient unless supported by an arrest, citation, or other competent evidence establishing the underlying offense or violation.

5.12.030. Intent.

A. Same or Different Offenses. This Chapter intends that a "pattern of behavior" includes situations where there have been any combination of three (3) or more qualifying incidents, including concurrent or repeated violations of the same or different qualifying incident.

B. Safe Harbor.

1. *Person-in-Charge Reports*. Notwithstanding any other provision of this Chapter, an occurrence reported by the person in charge (or a third-party acting on behalf of the person in charge) shall count towards establishing a pattern of behavior as a qualifying incident unless they can show by a preponderance of the evidence that:

   a. a City-approved abatement plan addressing the relevant risks was in effect at the time;

   b. the person in charge was in substantial compliance with that plan and with reasonable site-management measures (e.g., staffing, training, trespass authority, lighting, cameras, etc.); and

   c. the occurrence was not reasonably preventable by measures within the person in charge's control.

2. *Exception*. Notwithstanding subsection B(1), any occurrence attributable to an invitee that results in death or serious physical injury or involves an invitee's use or threatened use of a dangerous weapon (as those terms are defined by ORS 161.015, as may be amended or superseded) shall count as a qualifying incident.

5.12.040. Violations.

Property which is determined to create a public nuisance is in violation of this Chapter and shall be subject to the remedies set forth herein. Any person in charge who allows that property to create a public nuisance is in violation of this Chapter and shall be subject to the remedies set forth herein.

5.12.050. Abatement Procedure.

A. Nuisance Notice. Unless as excepted pursuant to subsection (B), the Police Chief may proceed with abatement pursuant to this Chapter when the Police Chief becomes aware of evidence regarding the establishment of a pattern of behavior such that a property is creating a public nuisance, as follows:

1. *Content*. The Police Chief shall notify the person in charge and property owner (if different) that the property is creating a public nuisance in a writing containing, at least:

    a. the street address or legal description sufficient for identification of the property;

    b. a statement that the Police Chief has determined the property is creating a public nuisance and a concise description of the activities or reasons supporting that determination; and

    c. a demand that the person in charge or property owner (if different) respond within 14 days to the Police Chief and propose a course of action that the Police Chief reasonably agrees will abate the nuisance.

2. *Service*.

    a. *Person in Charge*. The Police Chief shall serve the nuisance notice either personally or by posting on the property and by certified mail, return receipt requested, addressed to the person in charge at the address of the subject property or at any other place which is likely to give the person in charge notice of the Police Chief's determination.

    b. *Property Owner*. If different than the person in charge, the Police Chief shall also serve the nuisance notice on the property owner by certified mail, return receipt requested, to the address shown on the latest Wasco County tax roll.

    c. *City Attorney's Office*. The Police Chief shall send copies of the nuisance notice, as well as any other documentation which supports legal proceedings against the property, before or contemporaneously to the City Attorney's Office for consideration.

    d. *Valid Service*. The nuisance notice date is the sooner of the date of any personal service or two (2) days following dispatch of the nuisance notice. Minor defects in service that do not prejudice substantial rights do not invalidate any proceedings contemplated by this Chapter when the person had actual or constructive notice.

3. *Stipulation*. If, after the nuisance notification but prior to the commencement of legal proceedings by the City pursuant to this Chapter, the person in charge stipulates to the Police Chief the person will pursue a course of action the City agrees (after reviewing the details provided about such course of action) will abate the nuisance, the Police Chief may agree to postpone legal proceedings for a period of not less than 10 days nor more than 30 days. If the agreed course of action does not result in the abatement of the nuisance, or if no agreement concerning abatement is reached within that time, the Police Chief may refer the matter to the City Attorney to commence legal proceedings to abate the nuisance consistent with TDMC 5.12.060.

B. Emergency Exception. Notwithstanding any other provision of this Chapter, the City Attorney may seek emergency closure through a temporary restraining order or preliminary injunction from the Wasco County Circuit Court consistent with ORCP 79's process for obtaining temporary restraining orders if the Police Chief becomes aware of evidence establishing a pattern of behavior and indicates to the City Attorney that emergency action is necessary to avoid an immediate threat to public welfare, health, and safety. If a temporary restraining order issues, the court shall set a show-cause hearing at the earliest practicable time and, absent good cause, within five (5) judicial days of closure.

5.12.060. Legal Proceedings.

The City Attorney may commence legal proceedings to enjoin or abate property which is creating a public nuisance, and to seek closure of the property, the imposition of civil penalties against any or all of the persons in charge, and any other relief deemed appropriate.

A. Burden of Proof. In any action commenced under this Chapter, the City shall have the initial burden of proof to show by a preponderance of the evidence the property was creating a public nuisance.

B. Defenses. It is an affirmative defense to an action under this Chapter that the person in charge (at all material times):

1. could not, in the exercise of reasonable care or diligence, determine the property was creating a public nuisance; or

2. could not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the determination the property created a public nuisance.

C. Stay Pending Stipulation. If, after commencement but prior to the trial of an action brought by the City pursuant to this Chapter, the person in charge stipulates with the City they will pursue a course of action the City agrees will abate nuisance, the City may agree to stay proceedings for a period of not less than 10 days nor more than 60 days. The person in charge or the City may thereafter petition the court for additional like periods of time as may be necessary to complete the action to abate the nuisance. However, if the City reasonably believes the person in charge is not diligently pursuing or is otherwise reasonably unlikely to perform the action necessary to abate the nuisance, the City may apply to the court for relief from the stay and may seek relief deemed appropriate.

D. Continuing Jurisdiction During Closure Period. If the court orders closure of a property under TDMC 5.12.070(A), the court shall retain jurisdiction during any period of closure. The person in charge may petition the court for an order reducing the period of closure if the person in charge and the City stipulate the nuisance has been and will continue to be abated.

5.12.070. Remedies.

In addition to any other relief the court deems appropriate, the City may seek any of the following remedies in an action commenced under TDMC 5.12.060:

A. Closure. If the court determines property to be creating a public nuisance, the court shall order:

1. the activities giving rise to the public nuisance to cease on the property for a period of not less than 6 months; and/or

2. the property be closed and secured against all access, use, and occupancy for a period of not less than 6 months nor more than 18 months. The court may authorize the City to physically secure the property against all access, use, or occupancy if the person in charge fails to do so within the time specified by the court.

B. Civil Penalties. If a property is found to have been in violation of this Chapter, the person in charge is subject to a civil penalty of up to $500.00 per day for each day following the nuisance notice date described in TDMC 5.12.050 that activities giving rise to the public nuisance continue to occur. The total penalty imposed under this subsection shall not exceed $50,000 per case absent the court finding willful noncompliance. In establishing the amount of any civil penalty imposed, the court may consider (and shall cite, if applicable):

1. the actions taken by the person in charge to abate the nuisance;

2. the length of time the nuisance has been ongoing and whether the problem at the property was repeated or continuous;

3. the harm caused neighbors and neighboring properties within 300 feet of the subject property;

4. the costs to the City of investigating and abating or attempting to abate the nuisance; and

5. any other factor deemed relevant by the court.

C. Costs. As used in this subsection, "costs" mean those costs actually incurred by the City for physically securing the property, as well as tenant relocation costs as set out below.

1. *Security Costs*. If the City is authorized to secure the property, all costs incurred by the City to physically secure the property shall be paid to the City by the person in charge and may be included in the City's money judgment.

2. *Tenant Relocation Costs*. For purposes of this subsection only, "tenant" has the meaning given that term by ORS 90.100 (as may be amended or superseded) and also includes any person who holds a present contractual right to occupy or use all or part of real property under a lease, sublease, rental agreement, license, concession, or similar arrangement, whether residential or commercial and whether the right is exclusive or nonexclusive. The person in charge shall pay reasonable relocation costs of any tenant if, without actual notice, the tenant moved onto the property after:

   a. a person in charge received the nuisance notice described in TDMC 5.12.050 or notice of an action brought under TDMC 5.12.060; or

   b. the City sought and the court issued a temporary restraining order described in TDMC 5.12.050(B).

3. *Costs Statement*. The City shall prepare a statement of the costs sought under this section and submit that statement to the court for its review. If no objection to the statement is made within the period prescribed by ORCP 68, the statement of costs shall be included in the City's money judgment. Costs reasonably incurred to secure or abate may be collected as a lien consistent with ORS 105.550 to 105.600.

D. Attorney Fees. The court shall award the City attorney fees if it prevails in any action brought pursuant to this Chapter.

5.12.080. Enforcement.

This Chapter shall be enforced by The Dalles Police Department and the City Attorney's Office. Violations shall be adjudicated by the Wasco County Circuit Court or other court of competent jurisdiction.

5.12.090. 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.

//

//

SECTION 3 This Ordinance shall be effective 30 days after adoption.

PASSED AND ADOPTED THIS 13TH DAY OF OCTOBER, 2025,

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

AND APPROVED BY THE MAYOR THIS 13TH DAY OF OCTOBER, 2025.

____

Richard A. Mays, Mayor

ATTEST:

____

Amie Ell, City Clerk

Chapter 5.12
PUBLIC NUISANCES

~~§~~ 5.12.010. Definitions.

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

~~"~~

A. "City" means the City of The Dalles.

B. "Invitee" means a client, customer, patron, employee, resident, guest, visitor, or occupant of a property or place of activity.

C. "Pattern of behavior" means that, with respect to a property, 3 or more qualifying incidents occur within any 6-month period that are attributable to invitees of the property or to property-condition violations at the property.

~~A.~~D. "Person~~"~~" means a natural person, firm, partnership, informal or formal association ~~or~~, corporation, and all other similar organizational entities.

~~"~~

~~B.~~E. "Person in charge ~~of~~" means, with respect to a property~~" means~~, an agent, ~~occupant, lessee,~~ contract purchaser, lessee, licensee, licensed or unlicensed mobile food vendor, occupant, owner, permitted or unpermitted transient merchant, tenant, or other person having possession or control of a property.

~~"~~

~~C.~~F. "Police Chief~~"~~" means the duly appointed police chief of the City or authorized designee.

~~§~~

G. "Property" means, as context requires, a:

1. lot or parcel; and/or

2. place of activity on a lot or parcel.

5.12.020. ~~Offenses Constituting Nuisances~~Public Nuisance.

It is a public nuisance for any person in charge ~~of property~~ to ~~permit~~allow, or any person to cause to exist, any ~~place or business~~property where ~~patrons, employees, residents, guests, visitors, or occupants engage in~~ a pattern of behavior ~~in the neighborhood involving three or more instances of the commission of any of the following listed offenses:~~is established through qualifying incidents.

~~A. Drinking in public places, Section 5.08.020(A).~~

~~B. Unreasonable noise, Section 5.08.020(B).~~

A. Qualifying Incidents Defined. For purposes of this Chapter, a "qualifying incident" is any occurrence within a property or within 300 feet (measured as the shortest horizontal distance from any boundary line) of a property that constitutes:

1. *Abandoned vehicle*, TDMC 5.04.090.

2. *Animal abuse or animal neglect*, ORS 167.310 to 167.349.

~~1.~~3. *Assault*, ORS 163.160, 163.165, 163.175, or 163.185.
~~2.~~1.~~*Sexual abuse*, ORS 163.415, 163.425, or 163.427.~~
~~3.~~1.~~*Public indecency*, ORS 163.465.~~
~~Criminal trespass~~
4. *Burglary*, ORS 164.~~245 or~~215 to ORS 164.~~255~~235.

5. *Concealed weapon*, TDMC 5.08.030(B).

~~5.~~6. *Criminal mischief*, ORS 164.345, 164.354, or 164.365.

7. *Criminal trespass*, ORS 164.245, 164.255, or 164.265.

8. *Discharge of weapon*, TDMC 5.08.030(A).

9. *Disorderly conduct*, ORS 166.025.

10. *Drinking in public places*, TDMC 5.08.020(A).

11. *Harassment*, ORS 166.065.

12. *Junk*, TDMC 5.04.110.

13. *Menacing*, ORS 163.190.

14. *Minor in possession of alcohol*, ORS 471.430.

15. *Offensive littering*, ORS 164.805.

16. *Outdoor burning*, TDMC 7.20.020.

17. *Prostitution* and related offenses, ORS 167.007 to 167.017.

18. *Public indecency*, ORS 163.465.

19. *Public urination and defecation*, TDMC 5.08.060(D).

20. *Scattering rubbish*, TDMC 5.04.050.

21. *Sexual abuse*, ORS 163.415, 163.425, or 163.427.
~~6.~~1.~~*Disorderly conduct*, ORS 166.025.~~
~~7.~~1.~~*Harassment*, ORS 166.065.~~
~~8.~~1.~~*Minor in possession of alcohol*, ORS 471.430.~~

22. *Theft* and related offenses, ORS 164.015 to 164.140.

23. *Unlawful gambling* offenses, ORS 167.117 to 167.167.

~~9.~~24. *Unlawful manufacture, delivery or possession of a controlled substance*, ~~ORS475~~ORS 475.752.

~~C. Theft by receiving, ORS 164.095.~~

~~§~~
25. *Unreasonable noise*, TDMC 5.08.020(B).

26. Violations arising under charitable-gaming laws, ORS 464.270 to 464.530.

27. Violations of ORS Chapter 471 (*Alcoholic Liquors Generally*) and OAR Chapter 845 (*Oregon Liquor Control Commission*).

Established~~5.12.030.~~ ~~Establishment of~~ Pattern of Behavior.

B. ~~For~~ A qualifying incident may be considered for purposes of ~~this chapter, "~~establishing a pattern of behavior ~~in the neighborhood" means one or more patrons, employees, residents, guests, visitors, or occupants of the place or the business has been~~ if:

1. any person was arrested for or issued a citation ~~for~~ alleging such offense or violation ~~of three or more of any of the offenses specified~~, in ~~Section 5.12.020, and~~ which ~~have occurred over any 12-month period at the place~~case such arrests or citations constitute prima facie rebuttable evidence of a qualifying incident; or ~~the business~~

2. if its occurrence is proven by a preponderance of the evidence, including police reports, officer testimony, recordings, physical evidence, inspection findings, or court records; provided, however, calls for service alone are insufficient unless supported by an arrest, citation, or other competent evidence establishing the underlying offense or violation.

5.12.030. ~~within 300 feet thereof. It is the intent of this chapter that a "~~Intent.

A. Same or Different Offenses. This Chapter intends that a "pattern of behavior ~~in the neighborhood" can include~~" includes situations where there ~~has~~have been any combination of three (3) or more qualifying incidents, including concurrent or repeated violations of the same ~~offense, or three or more separate violations of~~ or different ~~offenses~~qualifying incident.

~~§~~
B. Safe Harbor.

1. *Person-in-Charge Reports*. Notwithstanding any other provision of this Chapter, an occurrence reported by the person in charge (or a third-party acting on behalf of the person in charge) shall count towards establishing a pattern of behavior as a qualifying incident unless they can show by a preponderance of the evidence that:

    a. a City-approved abatement plan addressing the relevant risks was in effect at the time;

    b. the person in charge was in substantial compliance with that plan and with reasonable site-management measures (e.g., staffing, training, trespass authority, lighting, cameras, etc.); and

    c. the occurrence was not reasonably preventable by measures within the person in charge's control.

2. *Exception*. Notwithstanding subsection B(1), any occurrence attributable to an invitee that results in death or serious physical injury or involves an invitee's use or threatened use of a dangerous weapon (as those terms are defined by ORS 161.015, as may be amended or superseded) shall count as a qualifying incident.

5.12.040. Violations.

Property ~~within the City~~ which is determined to create a public nuisance is in violation of this Chapter and shall be subject to the remedies set forth herein. Any person in charge ~~of such property~~ who ~~permits the~~allows that property to create a public nuisance is in violation of this Chapter and shall be subject to the remedies set forth herein.

~~§~~ 5.12.050. Abatement Procedure.

A. ~~When~~Nuisance Notice. Unless as excepted pursuant to subsection (B), the Police Chief ~~receives documentation establishing~~may proceed with abatement pursuant to this Chapter when the Police Chief becomes aware of evidence regarding the establishment of a pattern of behavior~~, as defined in Section 5.12.030, has occurred upon property~~ such that ~~the~~a property is creating a public nuisance, as follows:

Content. The Police Chief shall ~~take the following action:~~

1. notify the person in charge ~~of the~~and property owner (if different) that the property is creating a public nuisance~~. The notice shall contain the following information~~ in a writing containing, at least:

    a. the street address or legal description sufficient for identification of the property~~.~~;

    b. a statement that the Police Chief has determined the property is creating a public nuisance~~, with~~ and a concise description of the activities or reasons supporting ~~the~~that determination~~.~~; and

c. a demand that the person in charge or property owner (if different) respond within 14 days to the Police Chief and propose a course of action that the Police Chief reasonably agrees will abate the ~~prohibited activities giving rise to the violation~~nuisance.

2. *Service* ~~of~~.

a. *Person in Charge*. The Police Chief shall serve the nuisance notice ~~shall be made~~ either personally or by ~~first class~~posting on the property and by certified mail, ~~postage prepaid,~~ return receipt requested, addressed to the person in charge ~~of the property~~ at the address of the subject property ~~alleged to be creating a public nuisance,~~ or at any other place which is likely to give the person in charge ~~of the property~~ notice of the Police Chief's determination ~~by the Police Chief~~.

~~A copy of the~~

b. *Property Owner*. If different than the person in charge, the Police Chief shall also serve the nuisance notice ~~shall be served~~ on the property owner ~~at the~~ by certified mail, return receipt requested, to the address shown on the latest Wasco County tax ~~rolls~~roll.

c. *City Attorney's Office*. The Police Chief shall send copies of the ~~county in~~nuisance notice, as well as any other documentation which ~~the property is located, and the occupant, at the address of~~ supports legal proceedings against the property, ~~if these persons are different from the person in charge~~before or contemporaneously to the City Attorney's Office for consideration.

~~b.~~d. *Valid Service*. The nuisance notice date is the sooner of the ~~property, and shall be made either personally or by first class mail, postage prepaid. A copy~~date of any personal service or two (2) days following dispatch of the ~~notice shall also be posted at the property~~nuisance notice. Minor defects in service that do not prejudice substantial rights do not invalidate any proceedings contemplated by this Chapter when the person had actual or constructive notice.

~~A. The failure of any person to receive notice that the property may be creating a public nuisance shall not invalidate or otherwise affect the proceedings under this chapter.~~

~~2.~~3. *Stipulation*. If, after the nuisance notification~~,~~ but prior to the commencement of legal proceedings by the City pursuant to ~~sections of~~ this Chapter, ~~a~~the person in charge ~~of the property~~ stipulates to the Police Chief the person will pursue a course of action the ~~parties agree~~City agrees (after reviewing the details provided about such course of action) will abate the ~~prohibited activities giving rise to the violation~~nuisance, the Police Chief may agree to postpone legal proceedings for a period of not less than 10 days nor more than 30 days. If the agreed course of action does not result in the abatement of the ~~prohibited activity~~nuisance, or if no agreement concerning abatement is reached within ~~30 days~~that time, the Police Chief may refer the matter to the City Attorney to commence ~~a~~ legal ~~proceeding~~proceedings to abate the nuisance consistent with TDMC 5.12.060.

~~B. Concurrent with the notification procedures set forth above, the Police Chief shall send copies of the notice, as well as any other documentation which supports legal proceedings against the property, to the City Attorney.~~

~~§~~

B. Emergency Exception. Notwithstanding any other provision of this Chapter, the City Attorney may seek emergency closure through a temporary restraining order or preliminary injunction from the Wasco County Circuit Court consistent with ORCP 79's process for obtaining temporary restraining orders if the Police Chief becomes aware of evidence establishing a pattern of behavior and indicates to the City Attorney that emergency action is necessary to avoid an immediate threat to public welfare, health, and safety. If a temporary restraining order issues, the court shall set a show-cause hearing at the earliest practicable time and, absent good cause, within five (5) judicial days of closure.

5.12.060. Legal Proceedings.

The City Attorney may commence legal proceedings to enjoin or abate property which is creating a public nuisance, and to seek closure of the property, the imposition of civil penalties against any or all of the persons in charge, and any other relief deemed appropriate.

Burden of Proof ~~Defenses – Mitigation of Civil Penalty.~~

A. . In ~~an~~any action ~~for property creating a public nuisance~~commenced under this Chapter, the City shall have the initial burden of proof to show by a preponderance of the evidence the property ~~is~~was creating a public nuisance.

B. Defenses. It is ~~a~~an affirmative defense to an action under this Chapter that the person in charge ~~of the property~~ (at all material times~~,~~):

1. could not, in the exercise of reasonable care or diligence, determine the property was creating a public nuisance~~,~~; or

2. could not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the determination the property created a public nuisance.

~~In establishing the amount of any civil penalty imposed, the court may consider any of the following factors and shall cite those found applicable:~~

~~the actions taken by the person in charge of the property to mitigate or correct the prohibited activities on the property;~~

~~1. the length of time that any prohibited activity has been going on and whether the problem at the property was repeated or continuous;~~

~~The cost to the City of investigating and correcting or attempting to correct the prohibited activities; and~~

~~2. any other factor deemed by the court to be relevant.~~

~~**§ 5.12.070. Emergency Closures.**~~

~~Any emergency closure proceeding initiated under this section shall be based upon evidence showing that prohibited activities have occurred on the property, and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an order of emergency closure shall be governed by the provisions of ORCP 79 for obtaining temporary restraining orders. In such an event the notice procedures set forth in Section 5.12.050 need not be complied with.~~

~~§ 5.12.080. Commencement of Actions – Remedies.~~

~~The City Attorney may commence legal proceedings to enjoin or abate property which is creating a public nuisance, and to seek closure of the property, the imposition of civil penalties against any or all of the persons in charge of the property, and any other relief deemed appropriate.~~

~~B.~~C. Stay Pending Stipulation. If, after commencement but prior to the trial of an action ~~or suit~~ brought by the City pursuant to this Chapter, ~~a~~the person in charge ~~of the property~~ stipulates with the City ~~that he or she~~they will pursue a course of action the ~~parties agree~~City agrees will abate ~~the prohibited activities giving rise to the violation~~nuisance, the City may agree to stay proceedings for a period of not less than 10 days nor more than 60 days. The person in charge ~~of the property~~ or the City may thereafter petition the court for additional like periods of time as may be necessary to complete the action to abate the ~~prohibited activities.~~nuisance. However, if the City reasonably believes the person in charge ~~of the property~~ is not diligently pursuing or is otherwise reasonably unlikely to perform the action necessary to abate the ~~prohibited activities~~nuisance, the City may apply to the court for relief from the stay and may seek relief deemed appropriate.

~~If the court determines property to be creating a public nuisance, the court shall order the property be closed and secured against all access, use and occupancy for a period of not less than three months, nor more than one year.~~

~~C.~~D. Continuing Jurisdiction During Closure Period. If the court orders closure of a property under TDMC 5.12.070(A), the court shall retain jurisdiction during any period of closure. The person in charge ~~of the property~~ may petition the court for an order reducing the period of closure if the person in charge ~~of the property~~ and the City stipulate the nuisance has been and will continue to be abated.

5.12.070. Remedies.

In addition to any other relief the court deems appropriate, the City may seek any of the following remedies in an action commenced under TDMC 5.12.060:

A. Closure. If ~~a~~ the court determines property ~~if found~~ to be ~~in violation of this chapter, the person in charge of the property is subject to a civil penalty of up to $500.00 per day for each day prohibited~~creating a public nuisance, the court shall order:

~~3.~~1.the activities ~~occur~~giving rise to the public nuisance to cease on the property~~, following the giving of notice under Section 5.12.050.~~ for a period of not less than 6 months; and/or

~~§ 5.12.090.~~

the property be closed and secured against all access, use, and occupancy for a period of not less than 6 months nor more than 18 months. ~~**Enforcement.**~~

2. The court may authorize the City to physically secure the property against all access, use, or occupancy if the person in charge ~~of the property~~ fails to do so within the time specified by the court.

B. Civil Penalties. If ~~the City is authorized to secure the property, all costs reasonably incurred by the City to physically secure the property~~a property is found to have been in violation of this Chapter, the person in charge is subject to a civil penalty of up to $500.00 per day for each day following the nuisance notice date described in TDMC 5.12.050 that activities giving rise to the public nuisance continue to occur. The total penalty imposed under this subsection shall not exceed $50,000 per case absent the court finding willful noncompliance. In establishing the amount of any civil penalty imposed, the court may consider (and shall cite, if applicable):

1. the actions taken~~be paid to the City~~ by the person in charge to abate the nuisance;

2. the length of time the nuisance has been ongoing and whether the problem at the property was repeated or continuous;

3. the harm caused neighbors and neighboring properties within 300 feet of the subject property~~,~~;

4. the costs to the City of investigating and abating or attempting to abate the nuisance; and

5. any other factor deemed ~~may be included in the City's money judgment~~relevant by the court.

~~B.~~C. Costs. As used in this ~~section, "~~subsection, "costs~~"~~" mean those costs actually incurred by the City for physically securing the property, as well as tenant relocation costs ~~pursuant to subsection D of this section~~as set out below.

1. *Security Costs*. If the City is authorized to secure the property, all costs incurred by the City to physically secure the property shall be paid to the City by the person in charge and may be included in the City's money judgment.

2. *Tenant Relocation Costs*. For purposes of this subsection only, "tenant" has the meaning given that term by ORS 90.100 (as may be amended or superseded) and also includes any person who holds a present contractual right to occupy or use all or part of real property under a lease, sublease, rental agreement, license, concession, or similar arrangement, whether residential or commercial and whether the right is exclusive or nonexclusive. The person in charge shall pay reasonable relocation costs of any tenant if, without actual notice, the tenant moved onto the property after:

   a. a person in charge received the nuisance notice described in TDMC 5.12.050 or notice of an action brought under TDMC 5.12.060; or

b. the City sought and the court issued a temporary restraining order described in TDMC 5.12.050(B).

~~1.~~3. *Costs Statement.* The City shall prepare a statement of the costs ~~expended for physically securing the property~~sought under this section and submit that statement to the court for its review. If no objection to the statement is made within the period prescribed by ORCP 68, the statement of costs shall be included in the ~~City's money judgment~~City's money judgment. Costs reasonably incurred to secure or abate may be collected as a lien consistent with ORS 105.550 to 105.600.

~~A. Judgments imposed under this section shall bear interest at the rate of nine percent per annum from the date the judgment is entered.~~

~~B. Any person who is assessed the cost of physically securing the property by the court shall be personally liable for the payment of costs to the City.~~

~~C. The person in charge of the property shall pay reasonable relocation costs of a tenant, as defined in chapter 90 of the Oregon Revised Statutes, if, without actual notice, the tenant moved onto the property after either:~~

~~1. A person in charge of the property received notice from the Police Chief of the determination pursuant to Section 5.12.050; or~~

~~2. A person in charge of the property received notice of an action brought pursuant to Section 12.080.~~

~~§ 5.12.100.~~ Attorney Fees.

~~C.~~D. ~~In~~ The court shall award the City attorney fees if it prevails in any action brought pursuant to ~~Section 5.12.080, the court may award attorney fees to the prevailing party.~~this Chapter.

5.12.080. Enforcement.

This Chapter shall be enforced by The Dalles Police Department and the City Attorney's Office. Violations shall be adjudicated by the Wasco County Circuit Court or other court of competent jurisdiction.

5.12.090. 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.

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

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

AGENDA STAFF REPORT

AGENDA LOCATION: Item #10A

MEETING DATE: October 13, 2025

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Progress Update – City Council Goal and Action Plan

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

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

Attached is an ongoing report to provide progress updates on the adopted goals and associated actions typically on a quarterly basis. Future updates will be structured similarly to track and communicate ongoing progress.

As a reminder, a facilitated goal setting session is scheduled for a full day on Thursday, November 6 with a morning half day scheduled on Friday November 7. Staff are working closely with SSW Consulting to prepare for this session as well as solicit input from City Councilors, staff, and the community.

1. LIVABILITY

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

UPDATE DATE:	10/13/2025	Update	Anticipated Next Steps
1.1	Proactively train and retain police officers while cultivating the next generation of leaders by assessing market conditions, exploring shift schedule options, and ensuring a strong training budget for all officers	Revisions to pilot policy are being explored Adopted FY 25/26 maintains a robust training budget	Pilot Policy action item presented to City Council before the end of the year
1.2	Begin construction of the Federal Street Plaza	Design Documents completed	Begin Construction Documents and final cost estimates. Federal St Ad-Hoc Committee meeting in December. Budget adjustments possible
1.3	Deploy CAD/RMS System and associated infrastructure in partnership with Wasco County and Mid Columbia Fire and Rescue (MCFR)	Initiation Phase Complete	Begin Planning Phase followed by Implementation Phase
1.4	Reimagine Neighborhood Enforcement Action Team (NEAT) with a focus on local business support and Re-establish Mid Columbia Interagency Narcotics Team (MINT)	MINT reactivated and reformation phase. Enforcement actions have taken place	Explore Business Liaison assignment
1.5	Maintain funding for sidewalk rehabilitation and ADA replacement programs	Completed	Revision to program details
1.6	Update the Economic Opportunities Analysis (EOA), craft a vision, prioritize, and begin implementing economic development actions	Joint Work session with City Council and Planning Commission held.	Finalize EOA/BLI and proceed with adoption likely in Q1 2026
1.7	Review and update animal control ordinance(s)	Livestock Ordinance update completed and implemented Several meetings with veterinary offices and stakeholders to review Dog Control Ordinance City Council discussion item	Consideration of updated Dog Ordinance by the City Council in Q4 2025
1.8	Form an ad-hoc committee to review and streamline sign code	On Hold as stated during City Manager Report	
1.9	Coordinate joint work sessions between City Council and the School District 21 School Board to collaboratively discuss the future of school facilities in The Dalles.	Delayed due to D21 Board Elections	Follow up with D21 Board President and Superintendent after new Board orientation

2. HOUSING SUPPLY

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

UPDATE DATE:	10/13/2025	Update	Anticipated Next Steps
2.1	Establish a Housing Working Group to support and advance the implementation of the Housing Production Strategy	Pending	Pending
2.2	Explore interest and possibility of City representation on the Mid-Columbia Housing Authority (MCHA)	Engagement with MCHA Passed Resolution 25-030 Appointment to Columbia Cascade Housing (CCHC) Board	Councilor Richardson will attend first mtg and report back to City Council
2.3	Explore the creation of pre-approved housing plans to streamline application process	Staff resouces identified to begin work on this item	Staff will begin work on this item in Q4
2.4	Amend zoning regulations to permit triplexes, fourplexes, and cottage cluster housing in the RL Zone	Contracted resources identified to begin work on this item	Staff will begin work on this item in Q4
2.5	Evaluate the potential for implementing a Multi-Unit Property Tax Exemption (MUPTE) to encourage housing development.	EDO evaluating concept and next steps	Report back to Community Development Director and City Manager for evaluation

3. HOUSELESSNESS

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

UPDATE DATE:	10/13/2025	Update	Anticipated Next Steps
3.1	Consistently tag and abate camps and other debris within the ROW or on public property in partnership with private property owners and other agencies (UPRR and ODOT)	Ongoing-significant need and response to the 1st/Union area and cruise ship dock area Camps consistently tagged and staff or contractor conducts abatement	Consider additional tools and ordinances to address
3.2	Identify legislative policy changes and improve access and entry into medical and behavioral health services. City Manager, Mayor/ Council President submit letters of support and/or submit legislative testimony (Taking in 2023's 3.3)	D.C. Outreach Trip in September	Cont. COT participation and discussions around D.C. trip AND Salem outreach
3.3	Ensure City Council and staff are well-informed on homelessness and wraparound services by actively engaging in relevant informational opportunities and inviting partner agencies to present on these issues	Presentation from MCCAC at Sept Council Mtg.	Cont. holding stakeholder meetings to share information and coordinate efforts
3.4	Maintain vigilance and responsiveness to nuisance reports throughout the community and evaluation of existing and potential tools and resources needed to mitigate said nuisances.	Mobile Food Vendor ordinance updated related to management of ROW	Implement new ordinance and cont. evaluating new options and updating existing ordinances

4. FISCAL SUSTAINABILITY

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

UPDATE DATE:	10/13/2025	Update	Anticipated Next Steps
4.1	Adhere to Council policy on allocating Google revenue to effectively support City operations, address generational infrastructure needs, and fund opportunity projects	Adopted FY 25/26 budget adhered to policy	Monitor EZ and SIP payments and reporting requirements
4.2	Maintain and continually improve process for reviewing funding requests from local agencies and nonprofits with a distinction between tourism related requests and general community benefit.	Revised process under updated TLT Ordinance Established Tourism Promotion Fund	Continued refinements to the program, scale back and/or better define Discussion item with City Council likely in October
4.3	Maintain an unappropriated ending fund balance equal to 4 months operating and 10% contingency	Completed	Ongoing
4.4	Ongoing review and updates of Right-of-Way Use and Franchise Agreements, with the goal of creating a comprehensive chapter to govern all future agreements.	Paused Continued negotiation with Charter and other entities	Finish current negotiations and resume consideration of a dedicated Chapter

5. INFRASTRUCTURE

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

UPDATE DATE:	10/13/2025	Update	Anticipated Next Steps
5.1	Complete an update to the Wastewater Master Plan	Awarded contract to Consor North America	WWTP City Council work session planned for this Winter/Spring
5.2	Identify and develop revenue streams to fund the implementation of Water Master Plan projects	Increased water and sewer rates. Google SIP Budgetary Policy Discussions on fee methodology and cost recovering	Rate assessments and adjustments Spring 2025
5.3	Complete a master plan for City owned buildings and public facilities.	Pending First executing immediate deferred maintenance needs at the SOB and Library	Anticipating facilities needs *may* decrease over the winter, begin scoping and planning effort
5.4	Complete assessment of the 6th St Bridge and seek State funding for replacement.	Staff developing materials and RFP for Feasibility Study	Targeting award this Fall, implementation Fall/Winter
5.5	Evaluate the City-related improvements required from developers for commercial, residential, and industrial projects in alignment with master plans and community needs	Current policies limit the City's ability to require many improvements and may unintentionally encourage smaller projects vs. multi-unit housing	Explore additional policy direction from the City Council on re-evaluating such requirements

6. PUBLIC RELATIONS

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

UPDATE DATE:	10/13/2025	Update	Anticipated Next Steps
6.1	Create a new City website to enhance accessibility, improve user experience, and provide easier access to essential City information.	We continue to add more content/information to existing website. New pages include: DT Revitalization Projects, Federal Street Plaza, Data Centers (+ Contributions to Water System) , Tax Abatement Agreements, Mater Plans	Work with website contractor to update the search tool to a "Smart Search" option.
6.2	Complete the digitization of City records, enhance public accessibility, and create educational materials to guide users on how to search and access records.	All records are scanned	Continue organization of scanned files to maximum usability and searchability Upload to ORMS in progress
6.3	Implement new ClearGov budget book software to improve transparency in the budgeting process.	ClearGov used in budget cycle FY 25/26 budget available on website	Pending Finance Department staff transitions, explore and implement additional ClearGov tools
6.4	Plan and execute the 5th Local Government Academy, using feedback to make it more interactive and better align with participants' interests, including opportunities for involvement in local government.	Final Session for 2025 was October 7th. There were 15 registered, about 11 consistently attended all sessions.	Graduates will be recognized at the October 27th City Council Meeting. Feedback will be compiled and reviewed to make improvements for LGA 2026.
6.5	Grow and enhance the City's overall media engagement with initial focus on Facebook, Instagram, and YouTube, collecting input through relevant content and surveys, and identifying key topics of interest to constituents.	December - full year of What's Happening At City Hall	Community survey open Oct 1 - 19th for goal setting, posted on social media, website, PR to media outlets and sent to all committee, commission, board members.
6.6	Develop and distribute brand guidelines to all employees, covering logo usage, typesetting, color palettes, and templates for presentations, business cards, letterhead, and maps.	Branding cross-functional team is in the 3rd phase of redesign with the contractor. Final designs and style guide options.	Review and choose final design & guideline begin planning for staff education & roll-out.