

**AGENDA****REGULAR CITY COUNCIL MEETING****DECEMBER 8, 2025****5:30 p.m.****CITY HALL COUNCIL CHAMBER****313 COURT STREET****&****LIVE STREAMED****[https://www.thedalles.org/Live\\_Streaming](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](mailto:amell@ci.the-dalles.or.us).

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. PRESENTATIONS/PROCLAMATIONS

A. The Dalles High School Girls' Volleyball Team Recognition

6. AUDIENCE PARTICIPATION

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

7. CITY MANAGER REPORT
8. CITY COUNCIL REPORTS

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**CITY OF THE DALLES**

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

**9. CONSENT AGENDA**

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

- A. Approval of the November 24, 2025 Regular City Council Meeting Minutes
- B. Award of Contract No. 25-014 First Street Streetscape Project
- C. Resolution No. 25-04# Concurring with the Mayor’s Appointment of Andruea Knight to the City Budget Committee
- D. Resolution No. 24-04# Assessing the Real Property Located at 2113 West 9<sup>th</sup> Street the Cost of Nuisance Abatement

**10. ACTION ITEMS**

- A. General Ordinance No. 25-1421 Amending TDMC Chapter 5.20 (Dog Control)

**11. ADJOURNMENT**

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This meeting conducted VIA Zoom

Prepared by/  
Amie Ell  
City Clerk



## AGENDA STAFF REPORT

### AGENDA LOCATION: Item #9 A - D

**MEETING DATE:** December 8, 2025

**TO:** Honorable Mayor and City Council

**FROM:** Amie Ell, City Clerk

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

- A. **ITEM:** Approval of the November 24, 2025 Regular City Council meeting minutes.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The minutes of the November 24, 2025 Regular City Council meeting have been prepared and are submitted for review and approval.

**RECOMMENDATION:** Approve the minutes of the November 24, 2025 Regular City Council meeting minutes.

- B. **ITEM:** Award of Contract No. 25-014 for the First Street Streetscape project

**BUDGET IMPLICATIONS:** This project is funded through a partnership with the Columbia Gateway Urban Renewal Agency (URA) and the City, utilizing a combination of funds already secured in Fund 18 – 1st Street Riverfront Connection (018-2900-000.75-10) and a pending transfer of URA funds. Fund 18 currently includes all remaining funds from the 2009 FFCO bond, interest revenues, and contributions sufficient to cover the contract cost. The URA has budgeted an additional \$3,200,000 in its Fund 200-6700-000.75-10, bringing the total budget available for this project in Fund 18 to \$6,796,085.

The lowest bid received for the contract is \$3,699,995. The recommended award

This demonstrates that there are adequate funds to complete the project.

Additional URA funds, to be transferred at a later date, will cover contractually required services such as construction administration, archaeological monitoring, and other related project expenses. Archaeological mitigation measures, including interpretive signage, will also be funded by the URA in accordance with the City’s Memorandum of Understanding with the State Historic Preservation Office (SHPO); specific amounts for these items have not yet been defined.

**SYNOPSIS:** The First Street Streetscape Project is a decades-old partnership between the City of The Dalles and Columbia Gateway Urban Renewal Agency, identified as a priority project in the Columbia Gateway/Downtown Plan. Its purpose is the full reconstruction of First Street between Union and Laughlin Streets. Multiple scoping changes over the past decades delayed investment along the corridor, resulting in significant structural failures, retaining wall deterioration, and overall blight.

The current project scope provides full reconstruction of sidewalks, subgrade supports, and retaining walls to correct these deficiencies and bring the corridor into compliance with modern safety and accessibility standards. Severely compromised sidewalk sections will be replaced with engineered structural systems. Existing retaining walls will be replaced with basalt-faced gabion structures to improve load capacity and long-term stability while maintaining historic material compatibility.

The corridor includes four designated archaeological zones, requiring SHPO consultation, archaeological monitoring, and mitigation such as preserving façade remnants and reusing historic materials. The project also requires utility relocations and new installations, right-of-way easement coordination, and compliance with Union Pacific Railroad requirements.

Additional improvements include new bike lanes, historic-style lighting, landscaping, street trees, and future interpretive elements to be completed in coordination with SHPO under a separate contract. The completed project will deliver a structurally sound, ADA-compliant streetscape that addresses long-standing deficiencies while maintaining the historic character of the corridor.

The bid opening for this contract was held on November 13, 2025, at 2:00 pm for which the City received five bids. The bids were as follows:

<u>Name</u>	<u>Bid Amount</u>
1. North Cascade Excavating	\$3,699,995
2. Ajax NW	\$4,069,727
3. Crestline Construction	\$4,138,872
4. Moore Excavation	\$4,823,107
5. Wildish Standard Paving	\$5,249,690

Following bid opening, staff conducted a bidder responsibility determination in

accordance with the Invitation to Bid and ORS 279C.375(3)(b). Staff requested examples of comparable completed projects from the three lowest bidders, including information regarding original and final contract amounts and substantial completion dates, change orders, and explanations of cost and schedule performance to verify schedule and budget performance. The apparent low bidder, North Cascade Excavating, did not submit sufficient information by the stated deadline for the City to determine that it met the applicable standards of responsibility and, based on the information available to the City, was determined not to be a responsible bidder for this Project. Based on the responsibility review and bid prices, Ajax NW was determined to be the lowest responsive and responsible bidder.

**RECOMMENDATION:** Authorize the City Manager to enter into contract with Ajax NW for the First Street Streetscape Project, Contract No. 2025-014, in an amount not to exceed \$4,069,727.00.

- C. **ITEM:** A Resolution Concurring with The Mayor’s Appointment to the City Budget Committee.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The Mayor has reviewed the application and met with Andrua Knight and recommends appointment to the City Budget Committee.

**RECOMMENDATION:** City Council concurs with the Mayor’s appointment to the City Budget Committee; and approves Resolution No. 25-048.

- D. Resolution No. 25-049 Assessing the Real Property Located at 2113 West 9<sup>th</sup> Street the costs of Nuisance Abatement

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

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

**RECOMMENDATION:** Approve Resolution No. 25-049 assessing real property for the cost of abatement.

MINUTES

CITY COUNCIL MEETING  
COUNCIL CHAMBER, CITY HALL  
NOVEMBER 24, 2025  
5:30 p.m.

VIA ZOOM/ IN PERSON

**PRESIDING:** President Time McGlothlin

**COUNCIL PRESENT:** Mayor Rich Mays, 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, Finance Director Brita Meyer

**CALL TO ORDER**

The meeting was called to order by President McGlothlin 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 Wring invited the audience to join in the Pledge of Allegiance.

**APPROVAL OF AGENDA**

It was moved by Wring and seconded by Richardson to approve the agenda as presented.

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

**PRESENTATIONS PROCLAMATIONS**

### OPOA Award Recognition

Police Chief Tom Worthy recognized Detective Sargent Ell and Detectives Castro and Perez for receiving the Oregon Peace Officer Association's Unit Citation Award. He recognized Detective Sergeant Austin Ell, Detective Juan Castro, and Detective Sam Perez for their work on a major crimes case. On April 11, 2025, the detectives responded to a Hood River Major Crimes Team call-out involving a homicide during an attempted theft. They collaborated with Hood River Police Department and the Hood River County Sheriff's Department, apprehending two of the three suspects on April 12. The primary suspect remained at large for three days. Detectives Ell, Perez, and Castro conducted extensive searches, surveillance, and utilized drones, ultimately locating and apprehending the suspect without the use of force. Their efforts enhanced community safety and demonstrated exemplary investigative work. On November 7, 2025, the detectives received a Unit Citation Award for Excellence from the Oregon Police Officers Association.

### Household Hazardous Waste & Recycling Program

Kristina Fiebig, Solid Waste Coordinator presented updates about the program.

### **AUDIENCE PARTICIPATION**

There was none.

### **CITY MANAGER REPORT**

City Manager Matthew Klebes reported;

- Attended Oregon City/County Managers Association Board meeting; serves as liaison to the International City Managers Association.
- Participating on planning committees for upcoming conferences: Northwest Regional Conference (Long Beach, CA) and Summer Conference (Ashland, OR).
- Appointed to the League of Oregon Cities Policy Committee on Taxation and Finance.
- Met with U.S. EPA regarding Portland Harbor cleanup and potential Wasco County landfill use:
  - Wasco County landfill is one of four potential disposal sites.
  - Projected total truck volume across all sites: ~120 per day.
  - Waste to Wasco County landfill will be solid, not hazardous.
  - City added to EPA listserv and will engage in community impact mitigation planning.
  - Cleanup and waste movement projected to begin in 2028.
- Provided overview of facilitated goal-setting retreat with Sarah Singer Wilson; packets

include session minutes and overview. Additional information and next steps will be brought to Council, including further organizational outreach on vision, mission, and values.

- Broadband Equity Access and Deployment Fund application submitted at the federal level; awaiting confirmation of grant award.
- Acknowledged Northern Wasco County PUD, Wasco Electric, The Dalles Area Chamber of Commerce, The Dalles Main Street, and volunteers for holiday lighting installation downtown, including updated LED garland in partnership with Northern Wasco County Parks and Rec.

### **CITY COUNCIL REPORTS**

Councilor Richardson reported;

- Recent Traffic Safety Commission meeting discussion around concerns about impacts on PDX Harbor Cleanup locally.
- He expressed concern about the projected volume of cleanup trucks and the potential impact on the community.
- Emphasized the need for proactive engagement beyond monitoring EPA communications, including evaluating staff involvement, committee action, or additional resources as needed.
- Urged timely consideration and planning to address potential community impacts this year.

In response to Councilor questions, additional information was provided regarding the meeting with the EPA. The project was identified as the Portland Harbor Remediation, with an estimated 120 trucks per day spread across four disposal sites over five to six months per year for multiple summers. The EPA had not made an acceptability determination, and logistics were still under regional review. The City had engaged directly with the EPA to track the current status, critical next steps, and decision points. Discussion included potential impacts on the landfill's lifespan, long-term implications for the community, and possible benefits such as tipping fees and revenue. Updates were to be provided to Council as information became available.

Councilor Randall reported;

- Participated in the Walking School Bus along the newly completed Safe Routes to Schools project on West 10th Street.
- Attended the Strategic Planning Council retreat.
- Attended the Historic Landmarks Commission meeting and heard a staff report on an application to remove and replace a non-contributing garage; the issue will be reconsidered at the next meeting

Councilor McGlothlin reported;

- Appeared on KODL radio with Mayor Mays.

- Attended the Airport Commission meeting, where hangar construction and a college program associated with the new hangar were discussed; both projects are moving forward.

Councilor Wring reported;

- Met with the City Manager regarding ongoing matters.
- Participated in the annual goal-setting session with Council and City staff at the Readiness Center.
- Participated in the Walking School Bus with Councilor Randall, Public Works staff, and students from Chenoweth Elementary.
- Met with the Assistant City Manager, Mayor, and Councilor Richardson to discuss performance review evaluation revisions.
- Met with Sister Cities representatives to discuss public engagement and the upcoming spring visit of Dalles High School students to Miyoshi City.
- Raised the possibility of moving Sister Cities oversight into a City committee to increase participation, support, and sustainability; Council expressed support for this idea.

Councilor Runyon had no report.

Mayor Mays reported;

- Participated in a radio interview with Mark Bailey at KACI.
- Attended the downtown projects open house hosted by City staff.
- Participated in a KOIN-TV interview in Portland with Emily Burris and Travis Teich regarding City activities.
- Attended Dallas High School girls volleyball quarterfinal and subsequent state championship matches; the team finished second in the state. The team would be recognized at the next Council meeting.
- Attended The Dalles High School girls soccer semifinal against Scappoose, which The Dalles won 2–1 with four seconds remaining; arrangements were being made for the team to be recognized at the December 22 Council meeting.
- Served as a judge for the Veterans Day Parade.

### **CONSENT AGENDA**

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

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

Items approved on the consent agenda were:

- A) Approval of the October 27, 2025 Regular City Council Meeting Minutes

- B) Approval of the November 6 and 7, 2025 City Council Goal Setting Work Session Minutes
- C) Resolution No. 25-044 Amending Provisions of Resolution No. 23-024 (Beautification and Tree Committee) and Concurring with the Mayor’s Appointments of Emily Whitfield and Andruca Knight
- D) Award of Contract No. 25-010 for the Westside Interceptor Upgrades – Phase 2

**PUBLIC HEARINGS**

Resolution No. 25-046 Adopting a Supplemental Budget for Fiscal Year 2025-26, Making Appropriations and Authorizing Expenditures for the Fiscal Year Ending June 30, 2026

President McGlothlin read the rules of the Public Hearing then asked if there were questions. There were none.

President McGlothlin opened the public hearing at 6:02 p.m.

He called for the staff report.

Brita Meyer, Finance Director reviewed the staff report

President McGlothlin asked if there was anyone present or on Zoom who wanted to testify. There were none

President McGlothlin closed the public hearing at 6:06 p.m.

It was moved by Richardson and seconded by Wring to adopt Resolution No. 25-046 authorizing the acceptance of an additional \$71,998 for the Business Oregon: Housing Infrastructure Support Grant and Appropriation to the Special Grants Fund for the Fiscal Year Ending June 30, 2026.

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

**ACTION ITEMS**

Resolution No 25-045 Authorizing Transfers of Budgeted Amounts Between Categories of Various Funds of the City Of The Dalles Adopted Budget, Making Appropriations, and Authorizing Expenditures for the Fiscal Year Ending June 30, 2026

Brita Meyer Finance Director reviewed the staff report.

Assistant City Manager/HR Director Brenda Fahey clarified that the work would be outsourced

on a temporary basis and would not require an additional FTE position. Contractual funds were anticipated to cover work potentially through the end of the current fiscal year, with the possibility of requesting additional contractual funds in the next fiscal year. The City planned to evaluate longer-term needs before determining any permanent staffing requirements.

It was moved by Randall and seconded by Wring to adopt Resolution No. 25-045 Authorizing the transfer of budgeted amounts between categories of various funds of the City of The Dalles Budget, making appropriations and authorizing expenditures for Fiscal Year Ending June 30, 2026.

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

Resolution No. 25-047 Approving a Rate Increase Resulting from Increased Operational and Disposal Fee Costs Incurred by Waste Connections of Oregon, Inc. (DBA The Dalles Disposal)

Jim Winterbottom from The Dalles Disposal presented proposed rate increases based on operational costs and tipping fees. He noted that the Consumer Price Index (CPI) used as a benchmark ended in July 2025 at 3.04%, and the company applies 85% of that rate to manage expenses efficiently. He explained that the Wasco County landfill would increase its tip fee by 2.58% effective January 1, 2026. The proposed rate changes for City customers included a 32-gallon weekly trash service increasing from \$21.78 to \$22.34 per month, a 90-gallon weekly service increasing from \$32.10 to \$32.93 per month, and a one-and-a-half-yard weekly container increasing from \$116.54 to \$119.55 per month.

When asked about using the Western Region CPI as a benchmark and whether it keeps pace with operating costs such as truck maintenance, salaries, and benefits, Winterbottom explained that the CPI basket includes very few items relevant to the waste and recycling industry. A Waste and Recycling CPI exists, currently approaching double digits, and some jurisdictions and companies use that index to better align rate increases with actual operating costs, including employee benefits and medical expenses.

President McGlothlin asked if there was anyone in the audience who wished to speak on the topic.

Comments were made recognizing The Dalles Disposal for their professionalism, helpfulness, and contributions to the community. Staff were praised for their courteous and consistent service, even in difficult locations and winter conditions, reflecting strong leadership from the top. The transfer site was noted as clean and orderly, and employees were commended for their friendliness and attention to service. The company's broader contributions, including support for the Lions Club, Christmas tree pickup, community cleanup, provision of liners for downtown trash cans, and ongoing service, were acknowledged and appreciated for their benefit to both the

community and the City.

It was moved by Richardson and seconded by Randall to adopt Resolution No. 25-047 Approving a Rate Increase Resulting from Increased Operational and Disposal Fee Costs Incurred by Waste Connections of Oregon, Inc. (Dba The Dalles Disposal), Effective January 1, 2026.

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

Winterbottom noted that due to a shortage of pennies, The Dalles Disposal proposed adjusting pricing at the City transfer station. He suggested working with the City Manager to round menu board prices so that all items would end in either zero or five cents, simplifying transactions and avoiding the need to round each individual payment.

Staff noted they would explore whether any formal action was required regarding pricing adjustments and indicated the item could be brought back for future consideration.

General Ordinance No. 25-1422 Amending The Dalles Municipal Code Chapter 11.04 (Planning Commission)

Community Development Director Joshua Chandler reviewed the staff report.

Planning Commission Chair Cody Cornett provided his perspective on the proposed ordinance changes, noting updates represented an initial upgrade in process and a proactive approach. The changes would help the Planning Commission manage potential increases in quasi-judicial hearings or appeals, avoid overloading the schedule, and address attendance concerns. Overall, he viewed the amendments as a forward-looking measure to prepare for anticipated challenges.

Councilor Wring expressed a concern regarding language in the ordinance stating commissioner qualifications “shall be consistent with ORS 227.0304, as may be amended or superseded.” He noted that referencing the state statute in this way could make the qualifications automatically change if the state law is amended, potentially bypassing local review by City staff or Council and limiting input from the City’s residents. While he supported aligning with current state law, he identified this automatic update as his primary concern with the ordinance.

In response to Council questions, clarifications were provided regarding the proposed ordinance changes. Key items included;

- The removal process for commissioners was outlined in the ordinance, including notice and a public hearing; commissioners had the opportunity to provide testimony, so removal was not automatic.

- An internal selection committee was established to handle appointments or related matters, with the hearings officer required to be a practicing land use attorney; the process was to follow local contract review board rules, allowing for direct hire without an RFP while complying with state law.
- Language referencing state statute ORS 227.0304 (“as may be amended or superseded”) was clarified as necessary, since the City is always subject to state law; restricting this language would reduce City flexibility without addressing underlying concerns, so no change was recommended.
- Changes to the statute effective January 1 removed the restriction limiting the number of real estate professionals on the Planning Commission, reflecting statewide challenges in recruiting qualified volunteers.
- Local control was maintained through appointments and confirmations by the Mayor and City Council.
- Councilors acknowledged and agreed that the clarification appropriately addressed concerns about maintaining local oversight while aligning with state law.

It was moved by Randall and seconded by Richardson to adopt General Ordinance No. 25-1422, as presented, by title only.

President McGlothlin asked the City Clerk to read the ordinance by title only.  
City Clerk Amie Ell read the ordinance by title.

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

## **DISCUSSION ITEMS**

### **Proposed Updates to the Funding Request Process**

City Manager Matthew Klebes reviewed the staff report.

During the discussion Council and staff highlighted several additional key points:

- The recommendation maintained two allocations—one in the Tourism Fund and one in the General Fund—separating funding into distinct categories and allowing flexibility depending on the purpose of the request.
- Transient lodging taxes collected within the City were deposited entirely into the Tourism Fund, with just under half subsequently transferred to the General Fund; once transferred, those funds were treated as General Fund dollars rather than transient lodging tax dollars.
- Proposed recommendations for ongoing funded programs, such as the spay and neuter initiative in partnership with the Columbia Gorge Humane Society, supported key City

services and could be incorporated into the City Manager's budget recommendation and secured through the normal budget process without a separate application.

- The process would focus a structured and transparent method, with clear steps, criteria, limitations, expectations, timelines, and parameters for funding, improving on past procedures and addressing concerns about consistency.
- The proposal included changing the application deadline from January 31 to August 1, allowing applicants to understand available funding after the City's budget was approved and adjust applications accordingly.
- Available funding could vary from year to year depending on remaining funds after core City services, contingencies, reserves, and other needs were met; core services were prioritized first. A base funding amount tied to a consistent metric, such as the Consumer Price Index, was suggested as a potential way to maintain stability.
- Scoring rubrics for evaluating applications were being developed, with transparency for Council and applicants, and would be refined based on Council consensus.
- In the event of budget constraints, the funding program would be prioritized for reduction before core General Fund departments.
- The City Council would make the final decision on awards after the Budget Committee set the program allocations, which were then adopted by the City Council.
- Support was expressed for setting a grant budget, recognizing it as a long-overdue improvement and a sound approach.
- Applications submitted in August would be reviewed and awarded within the same fiscal year, with funds made available after agreements were secured, and annual reapplication would be required for recurring funding.
- Council acknowledged that future funding could fluctuate based on revenue, including transient lodging tax and Google data center revenues, and that a cap could be considered for overall allocations.
- A suggested limit on frequency of funding for organizations was discussed, with some concern that restricting consecutive years could be overly limiting for recurring applicants.
- The procedure was viewed as fair, impartial, and transparent, increasing participation and providing clarity for Council and the community.

Klebes summarized that Council indicated had support for the proposed approach, affirming a preference for maintaining flexibility and openness for applicants regarding frequency and funding amounts. He noted agreement that the program should operate through the budget process, with City core services prioritized first, and that there was general support for providing resources to key community partners and services.

## **ADJOURNMENT**

Being no further business, the meeting adjourned at 7:25 p.m.

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Submitted by/  
Amie Ell, City Clerk

SIGNED:

\_\_\_\_\_  
Richard A. Mays, Mayor

ATTEST:

\_\_\_\_\_  
Amie Ell, City Clerk

DRAFT

**PUBLIC WORKS AGREEMENT**

<b>Contractor</b>	[NAME]
<b>Consideration</b>	[\$AMOUNT]
<b>Effective Date</b>	[DATE]
<b>Completion Date</b>	May 1, 2027
<b>Project/Services</b>	<b>Project No. 2025-014 First Street Streetscape Project</b>

This PUBLIC WORKS AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and [contractor], an [entity] (**Contractor**), for Contractor’s provision of construction services to the City for the *First Street Streetscape Project* (**Project**).

**WHEREAS**, the City requires performance of certain public works described in the City’s *Invitation to Bid* for **Project No. 2025-014**, including all addenda (**ITB**), incorporated herein by this reference; and

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

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

**A. CONTRACTOR’S DUTIES.**

1. **Scope of Work.** Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subcontractors approved under this Agreement, and provide any equipment necessary to perform all tasks described in the ITB and in Contractor’s bid and scope of work, attached to and made part of this Agreement as **Exhibit A** (together, and with any change orders described in Section I(K)(7) of the ITB, the **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 the ITB or **Exhibit A** but necessary to fully and effectively perform all of those specifically solicited or listed tasks.
  
2. **Examination.** Contractor represents that it has examined the Project site and the contract documents connected with the solicitation for this Work prior to its submittal of its bid. The Parties agree Contractor’s submission of a bid for this Agreement’s award is expressly considered prima facie evidence Contractor made such an examination and is satisfied as to the conditions to be encountered in its performance of the Work and as to the requirements of the contract documents. Contractor agrees to protect itself in the unit prices or the lump sum proposed on the Work. Contractor agrees its failure to visit or thoroughly familiarize itself with the labor, equipment, and material required, the difficulty of the conditions involved, or the scope of the project or the Work shall neither relieve Contractor of its obligation to complete the Work and perform under this Agreement for the price proposed nor entitle Contractor to a price adjustment.



3. **Insurance and Indemnity.**

- a. **Insurance.** Contractor agrees, at its expense, to carry and maintain in effect throughout this Agreement's term (and—for completed operations—for 5 years following substantial completion of the Work) at least the following coverage policies:
- (i) **Workers' Compensation** coverage provided by SAIF (or another insurer authorized to write Workers' Compensation in Oregon) and at the statutory limits;
  - (ii) **Employer's Liability** not less than \$1,000,000 (*each accident*), \$1,000,000 disease (*policy limit*), and \$1,000,000 disease (*each employee*);
  - (iii) **Commercial General Liability (CGL)** written on an *occurrence* form, including premises/operations, products-completed operations, broad contractual liability, and independent contractors, and affirmatively evidencing no exclusions for explosion/collapse/underground (X-C-U), subsidence/earth movement, open trench/roadwork, or traffic control, not less than \$1,000,000 (*per occurrence*), \$2,000,000 (*general aggregate*), \$2,000,000 (*products-completed operations aggregate*). Contractor agrees its **CGL** policy must be primary and non-contributory to any insurance or self-insurance maintained by the City and shall include a per-project aggregate endorsement. Contractor agrees its **CGL** shall maintain products-completed operations coverage in effect for 5 years following the Work's substantial completion (which may be satisfied by keeping either the underlying policy or a qualified **Umbrella or Excess Liability** coverage in force).
  - (iv) **Contractors Pollution Liability** insurance not less than \$2,000,000 (*per claim*) and \$2,000,000 (*in aggregate*), covering jobsite operations (including mold/microbial matter), transportation of materials to and from the site, and non-owned disposal sites. The City will accept coverage to be written on an occurrence or claims-made form; provided, however, if written on a claims-made form, the policy must include a retroactive date on or before the commencement of any Work and include a three-year tail following the Work's substantial completion;
  - (v) **Asbestos/Lead Abatement Liability** insurance (only if included in the Work, otherwise the **Contractors Pollution Liability** coverage described in subsection (iv) herein is sufficient) that is either:
    - (a) an abatement-specific liability policy with limits not less than \$2,000,000 (*per occurrence*) and \$3,000,000 (*in aggregate*) written on:
      - (1) a full occurrence form;
      - (2) a limited occurrence form with at least a three-year tail; or
      - (3) a claims-made form with a three-year tail; or
    - (b) **Contractors Pollution Liability** that expressly includes asbestos/lead abatement with limits not less than those described in subsection (iv) herein;



- (vi) **Commercial Automobile Liability (Auto)** covering all owned, hired, and non-owned vehicles with a combined single limit of \$500,000 (*per accident*). Contractor shall schedule **Auto** under its **Umbrella or Excess Liability** policy so that the total protection equals or exceeds the tower required by subsection (vii) herein; provided, however, if the **Umbrella or Excess Liability** underwriter requires \$1,000,000 underlying **Auto**, Contractor may satisfy the difference by Umbrella drop-down or by purchasing higher **Auto** limit;
  - (vii) **Umbrella or Excess Liability** that is occurrence-based, follow-form over **CGL, Auto, and Employer's Liability** with limits not less than \$10,000,000 (*per occurrence and aggregate*). Any **Umbrella or Excess Liability** coverage shall not restrict or negate **Additional Insured** status (including completed operations), primary and non-contributory status, or waivers of subrogation granted by underlying policies. Contractor shall provide the declarations page, the schedule of underlying policies and limits, and wording confirming follow-form status over **CGL, Auto, and Employer's Liability**; and
  - (viii) **Contractor's Professional Liability (Errors & Omissions)** not less than \$1,000,000 (*per claim*) and \$2,000,000 (*in aggregate*), written on a claims-made basis with a retroactive date on or before *Notice to Proceed* and a three-year tail following the Work's substantial completion. This requirement applies where Contractor or its subcontractors perform or delegate professional services (e.g., engineered temporary works/falsework/shoring/underpinning, dewatering/groundwater control, Maintenance and Protection of Traffic (MPT)/traffic-control design, PE-stamped shop drawings, survey/layout, etc.). Professional design subcontractors shall carry **Professional Liability** coverage with not less than these limits and tail.
- b. **Certificates, Endorsements, and Policies.** Prior to commencement of any Work, Contractor agrees to provide the City with certificates of insurance and copies of the required endorsements as described in this subsection. Contractor agrees to provide copies of any insurance policy contemplated by this Agreement promptly upon the City's request. Contractor agrees to provide the City *thirty (30) days'* written notice before cancelling, modifying, or materially reducing any insurance policy contemplated by this Agreement and further agrees its failure to notice the City of cancellation, modification, or reduction to any insurance policy contemplated by this Agreement is, at the City's sole discretion, grounds for immediate termination of this Agreement.
- (i) **Additional Insured.** Contractor agrees to include the *City of The Dalles, its employees, officials, and agents* and *Columbia Gateway Urban Renewal Agency, its employees, officials, and agents* (**Agency**) as **Additional Insureds** (primary and noncontributory with respect to any insurance or self-insurance maintained by the City or Agency) to the extent permitted by applicable law on the following policies:
    - (a) **CGL** (for *ongoing and completed operations*);
    - (b) **Commercial Automobile Liability** (*Additional Insured endorsement*); and



- (c) **Contractors Pollution Liability** (and, if applicable **Asbestos/Lead Abatement**) (*Additional Insureds by manuscript or carrier form, including completed operations/tail where available*).
- (ii) **Additional Insured – Railroad.** For any Work on, over, under, within, or affecting Union Pacific Railroad (**UPRR**) right-of-way, Contractor shall include *Union Pacific Railroad Company* as **Additional Insured** on Contractor’s **CGL** (*ongoing and completed operations*) and any **Umbrella or Excess Liability** coverage (to the extent available) on a primary and non-contributory basis, using ISO CG 20 10 and ISO CG 20 37 (or equivalent), and the **Umbrella or Excess Liability** coverage shall not restrict or negate such status.
- (iii) **Waiver of Subrogation.** Contractor agrees all insurance policies contemplated by this Agreement (other than the City-provided **Builder’s Risk** policy) shall include waivers of subrogation in favor of the City, the Agency, and—for any Work on, over, under, within, or affecting UPRR right-of-way—UPRR. Any **Umbrella or Excess Liability** coverage used to satisfy required limits shall be follow-form and shall not restrict or negate waivers granted in the underlying policies.
- (iv) **City-Provided Builder’s Risk – Evidence.** The City agrees to provide evidence of **Builder’s Risk** insurance for the Project and will include Contractor and all subcontractors of any tier as **Insureds** for their interests in the Work. The City will be **Named Insured** and **Loss Payee**. Coverage will apply to on-site, off-site (including temporary storage), and in-transit property. The detailed terms, conditions, and sublimits of the **Builder’s Risk** policy are set forth in Section 3(f).
- (v) **Railroad Right-of-Way Work.** For any Work on, over, under, within, or affecting UPRR right-of-way, Contractor shall abide the provisions of this subsection (v). All policies contemplated by this subsection (v) shall be issued by insurers rated A- (VII) or better by A.M. Best and, where lawful, shall not contain any punitive damages exclusion. Contractor shall send all certificates, endorsements, and any requested binders contemplated by this subsection (v) directly to UPRR (**with copies to the City**) at:

Union Pacific Railroad Company  
 Attn: Public Projects Manager  
 1400 Douglas Street, STOP 1690  
 Omaha, NE 68179

- (a) **RPL Policy.** Contractor shall procure **Railroad Protective Liability** with limits not less than **\$2,000,000** (*per occurrence*) and **\$6,000,000** (*in aggregate*) and naming *Union Pacific Railroad Company (UPRR)* as **Named Insured**, written on ISO CG 00 35 12 04 (or equivalent) with the Job Location/Work referencing this Project. The declarations shall list the *Designated Job Location* and *Work* by reference to this Project.
- (b) **Endorsements.** Contractor shall endorse its **CGL with Contractual Liability – Railroads** (ISO CG 24 17 10 01, or equivalent) and **Per-Project Aggregate** (ISO CG 25 03, or equivalent). Contractor shall endorse its **Auto** with



**Coverage for Certain Operations in Connection with Railroads** (ISO CA 20 70 10 01, or equivalent) and add **MCS-90** where required by law.

- (c) **Additional Insured**. Contractor shall provide **Additional Insured** status to UPRR on **CGL** (*ongoing and completed operations*) and, to the extent available, on **Umbrella or Excess Liability** coverage via ISO CG 20 10 and ISO CG 20 37 (or equivalent) on a primary and non-contributory basis.
- (d) **Higher Limits**. Where UPRR requires higher limits than the City's minimums (e.g., **CGL** or **Auto** up to **\$5,000,000** per occurrence, as shown in **Exhibit E** to the ITB), Contractor agrees to furnish limits meeting UPRR's minimums for the railroad portion of the Work (by primary or follow-form umbrella) at no additional cost to the City. Contractor further agrees to provide UPRR with the certificates and endorsements further described in **Exhibit E** to the ITB and comply with any UPRR waiver-of-subrogation and cancellation-notice requirements applicable to Work on UPRR property.
- (vi) **Condition Precedent – Railroad Work**. Contractor shall not commence any Work on, over, under, within, or affecting UPRR right-of-way until (a) the required UPRR right-of-entry/Contractor endorsement agreement(s) are fully executed and (b) UPRR confirms receipt and acceptance of Contractor's required insurance under this Agreement.

c. **Subcontractor Insurance.**

- (i) **General Work**. Contractor agrees to require its subcontractors performing Work under this Agreement to carry and maintain in effect throughout this Agreement's term coverages, limits, and endorsements no less protective than those required of Contractor under this Agreement, including additional insureds, primary and noncontributory, and waiver of subrogation in favor of the City. Contractor further agrees to require those subcontractors to provide Contractor with certificates of insurance as evidence of coverage and (upon City's request) provide the City or the Agency with certificates of insurance for any subcontractor performing Work under this Agreement. The Parties agree this subsection survives the expiration or sooner termination of this Agreement.
  - (ii) **Railroad-Specific Work**. For any subcontractor performing Work on, over, under, within, or affecting UPRR right-of-way, Contractor shall require the subcontractor to (a) add Contractor and UPRR as **Additional Insureds** on **CGL** (*ongoing and completed operations*) and, to the extent available, **Umbrella or Excess Liability** coverage (ISO CG 20 10 & CG 20 37 or equivalent), (b) endorse **CGL** with ISO CG 24 17 (or equivalent), and (c) endorse Auto with ISO CA 20 70 (or equivalent), and shall furnish evidence of satisfying these requirements to UPRR (with copy to the City) promptly upon request.
- d. **Workers' Compensation**. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall



provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.

- e. **Indemnity.** Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees and the Agency, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subcontractors) acts or omissions in the performance of this Agreement; provided, however, in no event does Contractor agree to such indemnification, defense, or holding harmless due to the City's or the Agency's sole negligence.
- f. **City-Provided Builder's Risk (Course of Construction).**
- (i) **Form and Insureds.** The City agrees to procure **Builder's Risk** (*special-perils/all-risk*) covering the Work. The City is the **Named Insured** and **Loss Payee**. Contractor and all subcontractors of any tier are **Insureds** for their interests in the Work. The policy shall include severability of interests and a waiver of subrogation in favor of all Insureds.
- (ii) **Limit and Valuation.** The City agrees the policy limit will not be less than the Contract Price plus *ten (10%) percent* for changes and escalation. The City also agrees coverage shall be provided on a replacement-cost basis and written on an agreed value basis so that no coinsurance applies. The policy may be issued on a reporting form.
- (iii) **Covered Property.** Covered property shall include the Work in place, temporary works, falsework, shoring, and formwork. The policy shall cover scaffolding, fencing, and construction-related site structures. The policy shall also cover underground property (including new utilities and structures). The policy shall cover paving, curbs, and sidewalks. The policy shall further cover owner-furnished materials and property kept in off-site storage locations. The policy shall cover property while in transit to the site. The policy shall include coverage for resultant physical loss or damage that occurs during testing and commissioning of mechanical or electrical elements.
- (iv) **Exclusions and Carve-backs.** The City agrees the **Builder's Risk** policy shall not contain exclusions that eliminate coverage for direct physical loss or damage to covered property arising from roadwork, open trench conditions, dewatering operations, underground property, temporary works, falsework, shoring, or collapse, provided the loss would otherwise be covered under the policy, and shall not exclude theft or water intrusion where loss would otherwise be covered. The policy is not intended to insure third-party buildings; provided, however, the policy shall extend coverage to resultant physical loss or damage to existing City- or Agency-owned structures and City- or Agency-owned utilities that are located within the public right-of-way when such loss or damage is caused by a covered peril. The Parties agree that faulty workmanship or faulty design will remain excluded except for resultant physical loss or damage to covered property.



- (v) **Catastrophic Events and Sublimits.** The City may include Flood coverage and Earthquake coverage. Any such coverage may be subject to sublimits and deductibles selected by the City. Target minimum sublimits shall be as follows: Debris Removal in an amount not less than \$1,000,000; Expediting and Extra Expense in an amount not less than \$500,000; Temporary Works and Falsework in an amount not less than \$2,000,000; Ordinance or Law (Coverage A, B, and C) in a *combined aggregate* amount not less than \$1,000,000; Testing and Commissioning in an amount not less than \$1,000,000; Off-Site Storage in an amount not less than \$500,000; and In-Transit Property in an amount not less than \$500,000. The City may increase or otherwise adjust these sublimits by written notice to Contractor.
- (vi) **Term and Use.** The City agrees coverage shall commence upon the initial delivery of covered property to the site, including delivery that occurs in connection with mobilization. Coverage shall continue until the City accepts the Work or until the Work is put to its intended use, whichever first occurs. The policy shall permit the City to occupy or use portions of the Work before final completion.
- (vii) **Deductibles.** Contractor agrees to be responsible for paying the policy deductible for any loss that arises out of or results from the Work of the Contractor or the Work of Contractor's subcontractors. For losses that do not arise out of or result from such Work, the City may allocate the deductible in an equitable manner; provided, however, Contractor remains responsible for insuring its equipment, tools, and temporary facilities (because those items are not covered property).
- (viii) **Claims and Cooperation.** If a loss occurs, Contractor agrees to take reasonable steps to protect the Work from further damage and to promptly notify the City of the loss. Contractor shall maintain records that document the costs incurred to protect and repair the Work. The Contractor shall cooperate fully with the City and with the Builder's Risk insurer, including providing access, information, and sworn statements that are reasonably required. The City agrees to adjust the claim in consultation with the Contractor.

#### 4. **Payments and Retainage.**

- a. **Prompt Payment.** Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor (including subcontractors) fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subcontractors), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor plus interest at the statutory rate under ORS 82.010 (as may be amended or superseded) commencing after the ten-day period described by ORS 279C.580(4), unless payment is subject to a good faith dispute as defined in ORS 279C.580. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims. Any person supplying labor or materials in connection with this Agreement may file a complaint with the Construction Contractors Board against



Contractor (including subcontractors) stemming from Contractor's (including subcontractors') failure, neglect, or refusal to promptly pay them as due, unless payment is subject to a good faith dispute as defined in ORS 279C.580, only if the person has not been paid in full and gives written notice of claim pursuant to ORS 279C.605 to Contractor and the City.

- b. **Industrial Accident Fund.** Contractor agrees to pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Agreement.
- c. **Labor Hours.** Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of *forty (40) hours* in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209. Contractor further agrees to abide by all other restrictions governing labor hours on public contracts pursuant to ORS 279C.540 and 279C.545, including time limitations on claims for overtime.
- d. **Medical Care.** Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
- e. **No Liens.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
- f. **Employee Withholdings.** Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.
- g. **Retainage.** The Parties agree retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580, as follows:
  - (i) **Retainage Generally.** Contractor agrees the City may reserve as retainage from any progress payment an amount not to exceed *five (5%) percent* of the payment. As Work progresses, the City may reduce the retained amount and may eliminate retainage on any remaining monthly payments after *fifty (50%) percent* of the Work is completed if, in the City's opinion, such Work is progressing satisfactorily. The Parties agree elimination or reduction of retainage is allowed only upon Contractor's written application, which application must include Contractor's surety's written approval; provided, however, when the Work is *ninety-seven and one-half (97.5%) percent* completed, the City may, at its discretion and without Contractor's application, reduce the retained amount to *one hundred (100%) percent* of the value of the Work remaining to be done. Upon receipt of Contractor's written application, the City agrees to respond (in writing) within a reasonable time.



- (ii) **Form of Retainage.** In accordance with ORS 279C.560 and any applicable administrative rules, unless the City finds in writing accepting a bond, security, or other instrument described in options (a) or (c) below poses an extraordinary risk not typically associated with the bond, security, or instrument, the City agrees to approve Contractor's written request:
- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited with the City bonds, securities, or other instruments specified in ORS 279C.560 or in a custodial account or other mutually-agreed account satisfactory to the City, with an approved bank or trust company, to be held in lieu of the cash retainage for the City's benefit. Interest or earnings on the bonds, securities, or other instruments shall accrue to the Contractor. The Contractor agrees to execute and provide such documentation and instructions respecting the bonds, securities, and other instruments as the City may require to protect its interests. To be permissible, the bonds, securities, and other instruments must be of a character approved by the City Attorney;
  - (b) retainage be deposited in an interest-bearing account in a bank, savings bank, trust company, or savings association for the City's benefit, with interest from such account accruing to the Contractor; or
  - (c) the Contractor be allowed, with the City's approval, to deposit a surety bond for the City's benefit, in a form acceptable to the City Attorney, in lieu of all or a portion of funds retained or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625. Where the City has accepted Contractor's election of any of the options above, the City may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the City has agreed to Contractor's request to deposit a surety bond under this option (c), Contractor agrees to accept like bonds from its subcontractors and suppliers from which Contractor has required retainage to support the Work.

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

- (iii) **Interest.** The retainage held by the City shall be included in and paid to Contractor as part of the final payment of the Contract Price. Interest shall accrue at the rate specified in ORS 279C.570(2) (as may be amended or superseded) beginning 30 days after the Work has been completed and accepted and continuing until Contractor notifies the City in writing that Contractor considers the Work complete; within 15 days after receiving that written notice, the City shall either accept the Work or notify Contractor of



Work yet to be performed. If the City does not so notify Contractor within the 15-day period, interest begins 30 days after the end of that period.

- (iv) **Contractor's Retainage.** If Contractor pays a subcontractor in full, including the amount Contractor withheld as retainage, the City agrees to pay Contractor (out of the amount the City withheld from Contractor as retainage) a sum equal to the amount of retainage Contractor paid its subcontractor. Contractor agrees to notice the City in writing when it pays a subcontractor in full under this subsection and the City agrees to pay Contractor the amount due Contractor under this subsection within 15 days after it receives notice. The City agrees to pay interest at the rate specified in ORS 279C.570(2) (as may be amended or superseded) beginning 30 days after the City receives Contractor's notice of full payment to the subcontractor.
- (v) **Subcontractor Retainage.** If Contractor elects to reserve a retainage from any progress payment due any subcontractor or supplier, Contractor agrees such retainage shall not exceed 5% of the payment and such retainage withheld from subcontractors and suppliers shall be subject to the same terms and conditions stated in this Agreement as applicable to the City's retainage from any progress payment due Contractor; provided, however, if (in accordance with ORS 279C.560) Contractor has deposited bonds, securities, or other instruments or has elected to have the City deposit accumulated retainage in an interest-bearing account, Contractor agrees to comply with ORS 701.435 respecting the deposit of bonds, securities, or other instruments by subcontractors and suppliers and the sharing of interest earnings with subcontractors and suppliers.

## 5. Prevailing Wage Rates, Retainage, and Bonds.

- a. **Prevailing Wage Rates.** Contractor agrees to comply with the prevailing wage provisions of ORS 279C.800 through 279C.870. The Oregon Bureau of Labor and Industries (**BOLI**) determines and publishes the existing Oregon prevailing wage rates in its publication *Prevailing Wage Rates for Public Works Contracts in Oregon*. Contractor agrees to pay workers performing Work not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and further specifically agrees to include this requirement in any subcontracts relating to the Work or this Agreement.
- b. **Certification and Prevailing Wage Retainage.** Contractor (including subcontractors) agrees to submit written certified statements to the City on the form prescribed by BOLI's Commissioner in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out Contractor's (including subcontractors') weekly payroll records for each worker performing Work. Contractor (including subcontractors) agree to preserve the certified statements for a period of *six (6) years* from the Completion Date. Contractor agrees the City will retain *twenty-five (25%) percent* of any amount earned by the Contractor under this Agreement until the Contractor has filed the certified statements required by ORS 279C.845(7). The City agrees to pay Contractor the amount retained within *fourteen (14) days* after Contractor files



the required certified statements, regardless of whether subcontractors failed to file certified statements.

- c. **Contractor's Prevailing Wage Retainage.** Contractor agrees to retain *twenty-five (25%) percent* of any amount earned by a first-tier subcontractor under this Agreement until the subcontractor files with the City the certified statements required by ORS 279C.845. Before paying any amount retained, Contractor agrees to verify the first-tier subcontractor filed the certified statement. Within *fourteen (14) days* after the first-tier subcontractor files the required certified statement, Contractor agrees to pay the subcontractor any amount retained.
  - d. **Bonds.** Before starting any Work under this Agreement, and using the forms of bonds attached to and made part of the solicitation document for Project No. 2025-014 (and thus this Agreement) where applicable, Contractor (including its sureties) agrees:
    - (i) to file a *public works bond* with the Construction Contractors Board in the amount of \$30,000 and consistent with ORS 279C.836, unless Contractor or its subcontractors are eligible to elect not to so file or are otherwise exempt from filing pursuant to ORS 279C.836(4), (7), (8), or (9), and further specifically agrees to include this requirement in any subcontracts relating to the Work or this Agreement;
    - (ii) to execute and deliver to the City Manager a *performance bond* in an amount equal to the full contract price conditioned on the faithful performance of this Agreement in accordance with its plans, specifications, and conditions; and
    - (iii) to execute and deliver a *payment bond* in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.
6. **Other.**
- a. **Solicitation.** Contractor agrees to each and every obligation or restriction imposed by the ITB. Contractor further specifically agrees such obligations or restrictions are supplemental to its duties under this Agreement. If a conflict exists between any provision of the ITB and this Agreement, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the order of precedence described in ITB Section III(G) applies.
  - b. **Final Inspection and Acceptance.** Upon completion, Contractor agrees to notice the City in writing it completed the Work so the City can undertake a final inspection. The City agrees to inspect the Work (and all records generated by Contractor relating to the Work) within *fifteen (15) days* of its receipt of Contractor's completion notice. The City agrees to either accept the work or notice Contractor of any defects or remaining performance necessary to fully complete the Work. The City agrees to provide Contractor its final acceptance of the Work once it determines all of the Work has been performed satisfactorily.



- c. **Drug Testing.** Contractor agrees to demonstrate to the City it has an employee drug testing program in place before it commences performance of this Agreement.
- d. **Environmental Compliance.** Contractor agrees to abide all applicable ordinances, rules, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources impacting the performance of this Agreement, including (without limitation) ORS Chapters 459 (*Solid Waste Management*), 459A (*Reuse and Recycling*), 465 (*Hazardous Waste and Hazardous Material I*), 466 (*Hazardous Waste and Hazardous Materials II*), 467 (*Noise Control*), 468 (*Environmental Quality Generally*), 468A (*Air Quality*), and 468B (*Water Quality*), the associated Oregon Administrative Rules promulgated by Oregon Department of Environmental Quality, plus all other reasonably similar or relevant local, state, or federal laws.
- e. **Tax Currency.** Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.

**B. CITY'S DUTIES.**

1. **Compensation.**

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

- 2. **Other Duties.** The City agrees to reasonably satisfy any commitments it made in this Agreement's solicitation.



## C. GENERAL PROVISIONS.

1. **Time**. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date, all as subject to Section C(8); provided, however, the Parties agree Contractor will not perform any on-site Work prior to the City's issuance of a *Notice to Proceed*, which the City agrees to send once Contractor submits all required information and documentation pursuant to this Agreement.
2. **Termination/Modification**. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with *seven (7) days'* notice and Contractor may terminate this Agreement with *thirty (30) days'* notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate. The Parties agree termination of this Agreement is subject to ORS 279C.655. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
3. **Full Integration**. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter.
4. **Independent Contractor**. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by BOLI. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
5. **Assignment/Delegation**. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
6. **Subcontractors**.
  - a. ***List***. Contractor agrees to provide the City with a list of proposed subcontractors within *ten (10) days* of this Agreement's mutual execution and before awarding any subcontract connected with the Work or this Agreement, and shall not retain any subcontractor the City reasonably objects to as incompetent or unfit.
  - b. ***Responsibility***. Contractor agrees it is as fully responsible to the City for its subcontractors' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions.
  - c. ***Registration***. Contractor agrees (and by executing this Agreement, certifies) all subcontractors performing Work under this Agreement will be registered with the



Construction Contractors Board in accordance with ORS 701.035 to 701.055 before they commence any Work.

- d. **No Privity.** Contractor agrees all of its subcontracts under this Agreement shall provide the Work performed under the subcontract shall be performed according to the terms of this Agreement; whether stated in the subcontract, Contractor agrees to remain solely responsible for the administration of the subcontract, including (without limitation) the performance of the subcontracted Work, progress of the subcontracted Work, payment for accepted subcontracted Work, and disputes and claims for additional compensation regarding all subcontracted Work. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subcontractor.
  
- e. **Mandatory Construction Contract Clauses.** Contractor agrees to include in each subcontract for property or services it enters with a first-tier subcontractor (including a material supplier) for the purpose of performing a *construction* contract to support the Work:
  - (i) a payment clause obligating Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within *ten (10) days* out of amounts the City pays to Contractor under this Agreement;
  
  - (ii) a clause requiring Contractor to provide a first-tier subcontractor with a standard form the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor;
  
  - (iii) a clause requiring Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if the Contractor (a) notifies the subcontractor in writing at least *forty-five (45) days* before the date on which Contractor makes the change and (b) includes with the written notice a copy of the new or changed form or a description of the new or changed procedure; and
  
  - (iv) an interest penalty clause obligating Contractor, if Contractor does not pay the first-tier subcontractor within *thirty (30) days* after receiving payment from the City, to pay the first-tier subcontractor and interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under Section C(6)(e)(i). Contractor or its first-tier subcontractor is not obligated to pay an interest penalty if the only reason Contractor or its first-tier subcontractor did not make payment when payment was due is neither received payment from the City or Contractor when payment was due. The interest penalty (a) applies to the period beginning on the day after the required payment date and ends on the date on which the amount due is paid and (b) is computed at the rate specified in ORS 279C.515(2).



- f. **Mandatory Payment Clause.** Contractor agrees to include in each subcontract it enters with a first-tier subcontractor for the purpose of performing *any* contract to support the Work a clause requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of Section C(6)(e) in each of the first-tier subcontractor's subcontracts and to require each of its first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.
7. **Enforceability.** The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
8. **Liquidated Damages.** Contractor agrees to prosecute the Work vigorously to completion and consistent with Section C(1). Contractor agrees delays in its performance under this Agreement will cause the City to sustain damages, increase risk to, inconvenience, and interfere with the public and commerce, and increase costs to taxpayers; accordingly, because the City finds it unduly burdensome and difficult to demonstrate the exact dollar value of such damages, Contractor specifically agrees to be subject to the provisions of Section 00180.85(b) of the applicable *City of The Dalles Standard Specifications for Construction – General Conditions* and pay the City (not as a penalty but as liquidated damages) the amounts determined by that Section 00180.85(b) for each day the Work remains incomplete after the expiration of the contract time or adjusted contract time applicable to that Work. The Parties further agree any such damages paid pursuant to this subsection constitute payment in full only of damages incurred by the City due to Contractor's failure to complete the Work on time.
9. **Waiver.** The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.
10. **Force Majeure.** The Parties agree neither Party shall be held responsible for delay in the performance of this Agreement caused by circumstances beyond their control and making performance commercially impracticable, illegal, or impossible. The City may terminate this Agreement upon written notice after determining such delay will unreasonably prevent successful performance of this Agreement.

***Continues on next.***



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

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

**To Contractor:** [Name]  
[Contractor]  
[Address]  
[Address]

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

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Matthew B. Klebes, City Manager

\_\_\_\_\_  
[Name], [Title]

**ATTEST:**

\_\_\_\_\_  
Amie Ell, City Clerk

**Approved as to form:**

\_\_\_\_\_  
Jonathan M. Kara, City Attorney



**RESOLUTION NO. 25-048**

**A RESOLUTION CONCURRING WITH THE  
MAYOR’S APPOINTMENT TO THE  
CITY BUDGET COMMITTEE**

**WHEREAS**, there is a vacant position on the City Budget Committee and;

**WHEREAS**, the Mayor has elected to appoint Andruea Knight to the City Budget  
Committee.

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

Section 1. The City Council concurs with the appointments of: Andruea Knight to the  
City Budget Committee; term expiring June 30, 2028.

Section 2. This Resolution shall be effective upon adoption.

**PASSED AND ADOPTED THIS 8<sup>th</sup> DAY OF DECEMBER, 2025.**

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

**AND APPROVED BY THE MAYOR THIS 8<sup>th</sup> DAY OF DECEMBER, 2025.**

SIGNED:

ATTEST:

\_\_\_\_\_  
Richard A. Mays, Mayor

\_\_\_\_\_  
Amie Ell, City Clerk

**RESOLUTION NO. 25-049**

**A RESOLUTION ASSESSING THE REAL PROPOERTY LOCATED  
AT 2113 WEST 9<sup>TH</sup> STREET THE COST OF NUISANCE ABATEMENT**

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

<u>Property</u>	<u>Assessor's Map No.</u>	<u>Date of Posting</u>
2113 West 9 <sup>th</sup> Street	2N 13E 33 CB 3300	September 17, 2025

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

<u>Property</u>	<u>Owner</u>
2113 West 9 <sup>th</sup> Street	Paul Foos

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

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

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

<u>Property</u>	<u>Contractor</u>	<u>Date of Abatement</u>	<u>Cost</u>
2113 West 9 <sup>th</sup> Street	Rod Huante	October 30, 2025	\$525.00

**WHEREAS**, pursuant to Sections 5.04.170 and 5.24.070 of The Dalles Municipal Code, on November 3, 2025, the City Clerk sent a Notice of Assessment by certified mail to Paul Foos advising them the total cost of the assessment for the property was \$525.00, and the listed sum would become a lien upon the property if the amount was not paid by November 18, 2025, or the assessment was not protested by November 8, 2025;

**WHEREAS**, Paul Foos failed to file any objection by the stated deadline and failed to pay the balance of the assessment by the deadline listed in the Notices of Assessment, and the City Council finds the statement of the amount of the proposed assessments is correct and no

reason exists to justify any delay in proceeding with the imposition of a lien upon the properties for the cost of the assessments.

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

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

<u>Name/Address</u>	<u>Description</u>	<u>Final Assessment</u>
Paul Foos	2N 13E 33 CB 3300	\$525.00

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

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

- a. The foregoing legal description of the property assessed.
- b. The names of the owners or a statement the owners are unknown.
- c. The sum assessed upon each lot or tract of land.
- d. The date of the docket entry.

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

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

PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF DECEMBER, 2025.

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

**AND APPROVED BY THE MAYOR THIS 8<sup>TH</sup> DAY OF DECEMBER, 2025.**

ATTEST:

\_\_\_\_\_  
Richard A. Mays, Mayor

\_\_\_\_\_  
Amie Ell, City Clerk

**Exhibit "A"**

LEGAL DESCRIPTION OF 2113 WEST 9<sup>TH</sup> STREET IN THE DALLES, OREGON

Lot 14, Block 7 of MISSION PARK TRACTS ADDITION, Wasco County, Oregon



## AGENDA STAFF REPORT

### AGENDA LOCATION: Item #10A

**MEETING DATE:** December 8, 2025

**TO:** Honorable Mayor and City Council

**FROM:** City Manager Matthew Klebes  
City Attorney Jonathan Kara

**ISSUE:** Adopting General Ordinance No. 25-1421, an ordinance amending TDMC Chapter 5.20 (*Dog Control*)

### **BACKGROUND:**

#### ***Recent History***

At its April 14, 2025, regular meeting, Council discussed proposed amendments to TDMC Chapter 5.20 (*Dog Control*); specifically, we presented Council with 5 substantive items to consider: whether to implement a leash law, capping the number of adult dogs allowed on a property, dog licensing dynamics, impoundment generally, and when a dog might become a public nuisance. Council had an interactive discussion with public input then provided direction to staff to finalize the proposed amendments.

At its October 28, 2025, regular meeting, Council considered the first full draft General Ordinance No. 25-1421 and—after a second interactive discussion with substantive public input and additional Council direction—directed staff to return with a refined version that:

- (1) clarified how “nonconforming” dogs will be handled and when owners must declare them;
- (2) better aligned license terms and rabies vaccination timing; and
- (3) narrowed and simplified the role of veterinary clinics in reporting while addressing their privacy concerns and still giving the City enough information to run a workable licensing program.

The ordinance in tonight’s packet reflects that direction. A redline against the existing TDMC Chapter 5.20 is attached as **Exhibit 1** to the ordinance. A separate redline comparing the *October draft* to *tonight’s draft* is attached to this staff report.

### ***Final Changes***

Council’s direction informed the following 3 key changes:

**1. TDMC 5.20.020(A) – Scope relative to *kennels* and the City’s land use and development regulations.**

The core policy on numerosity is unchanged:

- up to 4 adult dogs (single-family dwellings);
- up to 2 adult dogs (duplexes, multifamily, and all other dwellings); and
- up to 1 adult female dog kept for breeding purposes in any dwelling.

The new draft adds one sentence making it explicit that these limits do not regulate “kennels” or “breeding kennels,” which are defined and regulated under TDMC Title 10 (*Land Use and Development*). Kennels and breeding kennels remain prohibited in residential zones and allowed only in certain commercial and industrial zones under the City’s land use code.

What is new here is a clear, citywide household cap that applies even when a property does not reach Title 10’s kennel thresholds. For example, today a household in the Low Density Residential or Medium Density Residential zone can keep 3 adult breeding female dogs and still not qualify as a “breeding kennel” under Title 10. Under this ordinance, that same dwelling would be over the 1 per dwelling cap. Any extra breeding female dogs could be declared “nonconforming” and kept, but could not be replaced, so the household attritions down to 1 breeding female dog over time.

The nonconforming language has also been cleaned up. Rather than fixed calendar dates tied to earlier drafts, the ordinance now uses its effective date and a simple 60-day window: any adult dogs above the caps already present on the effective date may be declared nonconforming within 30 days of that date. Nonconforming status ends when the dog leaves the property, an applicable license is not timely renewed, or the keeper fails to keep address information current with Animal Control.

**2. TDMC 5.20.030(B) – License term alignment with rabies inoculation.**

The October draft used a single fixed 3-year license term that always ended June 30 of the third year after issuance, regardless of when the dog’s rabies vaccination expired. That system mirrored both the City’s fiscal year and the way the City manages its livestock permits under TDMC Chapter 5.16 (*Animals*) but did not track the dog’s health status.

The current draft still allows multi-year licenses but now ties them to rabies coverage. The City will offer 1-, 2-, and 3-year license terms; however, the chosen term cannot push the license expiration beyond two months after the rabies coverage end date shown on the dog’s Rabies Vaccination Certificate (**RVC**), as required by Oregon Health Authority rules. Put another way, the license now follows the shot and not the fiscal year.

To support that change, the ordinance now defines RVC by reference to the Oregon Health Authority form and recognizes that the same certificate is already used to record medical exemptions. Licensing staff are already required to use the RVC as proof of rabies status or exemption, and the tag section has been updated so that if a dog's rabies coverage expires before the end of the license term, the City reissues a tag with a new expiration date within the allowed two-month window once an updated RVC is received.

**3. TDMC 5.20.030(G) – Refined veterinary medical facility role.**

The October draft ordinance required veterinary medical facilities to **(i)** inform their clients about the City's dog control program, **(ii)** make license applications available, and **(iii)** send monthly "reports" containing dog owner contact information to the Animal Control Officer. Each facility also had the option to opt-in to the City's licensing program by accepting completed license applications and license fee payments, in which case that facility would be eligible to participate in City-funded programs (e.g., spay/neuter program) and receive an administrative fee (if the City Council adopts one) for the facility's overhead relating to the program.

Only the monthly reporting requirement has changed here. At the October meeting, local vets raised concerns about the workload required and the privacy of "client lists" created by those monthly reports. In response, that requirement to generate and send a "report" has been substantially narrowed and focused instead on RVCs (i.e., the standardized document all veterinary medical facilities are already required by the Oregon Health Authority to generate and maintain) showing a mailing address in The Dalles. By and large, the veterinary medical facilities who sent representatives to that meeting seemed to support that change from an administrative standpoint.

As described by the City Attorney at that meeting in response to expressed privacy concerns relating to RVCs being provided to the Animal Control Officer, Council should note the following established, applicable, and controlling Oregon law:

- ORS 609.015(2) provides that county dog licensing and control programs do not apply in cities that have their own dog licensing and control program.
- OAR 333-019-0019—Oregon Health Authority's administrative rules for the implementation of ORS Chapter 433 (*Disease & Condition Control*)—requires that **(1)** each dog shall be licensed by the local animal control agency in whose jurisdiction its owner resides and **(2)** that no dog shall be licensed until the owner presents the original RVC to the designated animal control officer serving that jurisdiction.
- OAR 333-019-0017(4) explains what the RVC must include, which is (at least) the following information for each dog: owner's name and address; dog description by age, sex, color, breed; date of vaccination; due date for revaccination; type and lot number of the vaccine used; and name and address of vaccinator. It also mandates the RVC to be completed and signed by a licensed veterinarian, who is further required to give the original RVC to the dog's owner and also retain a copy for themselves at their veterinary medical facility.

- OAR 333-019-0019(4) authorizes the local animal control agency to request and file any RVC, cross-referenced to the tag number.

Following that meeting, staff continued to engage with our local veterinary medical facilities to find a solution for their expressed business and privacy concerns connected with the monthly reports that the previous draft proposed. After continued coordination with our local vets, staff has finalized this ordinance to reflect:

- **No New “Reports”.** This final version lowers that administrative burden by simply requiring each facility to send the Animal Control Officer their RVCs (that they already have) showing a mailing address in The Dalles.
- **No Monthly Deliverables.** This final version requires facilities to send their RVCs to the Animal Control Officer only 4 times each year.
- **Enhanced Privacy by Restricting City’s Use.** This final version expressly restricts the City’s use of the information provided by the facilities to be limited only for purposes of administering and enforcing the City’s dog control program.
- **Clarifies Strict Confidentiality.** This final version makes clear that the City considers information submitted by a facility its confidential customer list and—to the extent permitted by the Oregon Public Records Law—will not disclose such information except to the following entities, each of which would be subject to the same disclosure restrictions: **(a)** our impounding shelter; **(b)** the local public health authority; **(c)** hospitals treating a person having potential rabies exposure; **(d)** other veterinary medical facilities treating an animal having potential rabies exposure; and **(e)** and federal, Oregon, or local law-enforcement and prosecutorial agencies for official purposes.

### *License Fees*

The ordinance does not set specific license fees—as with other City fees, dog control fees will be adopted separately in the City’s fee schedule, which Council typically updates each January by resolution.

In October, Council asked for a sense of where the City’s eventual fees would land relative to other Oregon jurisdictions. Accordingly, a table of Oregon city and county dog license fees is attached to this Staff Report to inform Council’s consideration and provide staff direction for the January 2026 fee schedule update.

Council will note that the table comprises relatively many more county programs than city programs—that stems from Oregon’s default having been (for decades) counties ran dog licensing and animal control under ORS 609.100, and cities either enforced the county’s rules or simply referred residents to the county. That history explains the pattern in the data: it does not mean cities are barred from stepping in where local conditions warrant.

The City is already in a different posture than many small or medium cities: since 2012, we have had our own Animal Control Officer, our own impounding shelter contract, and—when the City Council adopted General Ordinance No. 12-1327 and determined it

was “in the best interests of the public’s health, safety, and welfare for the City to provide animal control services specifically . . . to dogs within the city limits of the City”—our own “necessary” dog control program. In that context, bringing the licensing function under the City’s umbrella and more about matching the reality on the ground here: residents already call us, our ACO and CGHS are already handling the dogs, and a modest, locally set three-year license—priced at the low end of Oregon’s 3-year schedules—gives us a stable way to keep dogs vaccinated, get them home quickly, and support the our local impounding shelter without relying on a county system that was not built around The Dalles’ geography or volume.

### ***Public Awareness***

The City will run a plain-language outreach campaign from adoption through implementation using utility bill inserts/postcards, a dedicated website and FAQ with QR codes, social media, and posters at veterinary clinics, the Humane Society, City Hall, and the Library. Messaging will emphasize key dates:

- the ordinance would take effect **January 7, 2026**;
- *Nonconforming Dog Declaration* would be due by **March 1, 2026**; and
- licensing would be required by **July 1, 2026**—with bilingual materials and a June countdown.

**BUDGET IMPLICATIONS:** In addition to the regular duties of the Animal Control Officer, staff time will be required to create and distribute informational materials and review monthly reports and process data. However, an effective license system and other administrative efficiencies should also improve animal control services for our community (for example, the proposed ordinance authorizes the Animal Control Officer to return at-large dogs directly to their owners, as opposed to CGHS, which reduces space burdens at our local shelter and gets dogs home faster). Since the City’s license requirement already exists, staff anticipates the proposed changes will streamline actually educating and enforcing that requirement.

After withholding any approved administrative fee, license fees received by veterinary facilities and/or by the City will be remitted to CGHS. The amount generated will be dependent on the Council decision when the fee schedule is reviewed. Shelters such as CGHS play a critical role in safety-net animal services for and within our community and it is a constant effort to maintain their operation. These fees and other sources of funds, such as the City’s contract for services with CGHS, are critical to their sustainability.

### **COUNCIL ALTERNATIVES:**

1. ***Staff Recommendation. Move to adopt General Ordinance No. 25-1421, by title only, as presented.***
2. Make modifications to then move to adopt General Ordinance No. 25-1421, by title only, as amended, after reading aloud any substantive changes.
3. Decline formal action and direct staff accordingly.

**Sampling of Oregon City and County Dog License Fees**  
*Current as of November 25, 2025*

<b>Oregon County Dog License Fees</b>				
<u>Jurisdiction</u>	<u>License Term</u>	<u>Altered Fee</u>	<u>Unaltered Fee</u>	<u>Reduced Fees</u>
Hood River Co.	Annual	\$15	\$30	Seniors (altered) \$8; Seniors (unaltered) *\$20
Wasco Co.	Annual	\$18	\$68	–
Tillamook Co.	Annual	\$20	\$35	Seniors (altered) \$10
Deschutes Co.	Annual	\$22	\$36	–
Coos Co.	1 or 3-yr	\$10 / \$30	\$45 / \$135	–
Crook Co.	1/2/3-yr	\$12 / \$24 / \$36	*\$20 / \$40 / \$60	–
Polk Co.	1/2/3-yr	\$15 / \$25 / \$35	\$30 / \$55 / \$80	–
Jefferson Co.	1 or 3-yr	\$15 / \$30	\$35 / \$70	–
Clatsop Co.	1 or 3-yr	\$15 / \$40	\$30 / \$90	Seniors (altered): \$10 / \$25
Lane Co.	1/2/3-yr	\$18 / \$30 / \$42	\$42 / \$66 / \$84	Seniors: (altered) \$14 / \$24 / \$34
Lincoln Co.	1/2/3-yr	\$20 / \$30 / \$40	\$40 / \$60 / \$80	Low-income (altered) \$5 / \$10 / \$15
Marion Co.	1/2/3-yr	\$20 / \$36 / \$49	\$37 / \$67 / \$97	Seniors: (altered) \$8 / \$15 / \$20
Columbia Co.	1/2/3-yr	\$20 / \$40 / \$50	\$35 / \$70 / \$95	Seniors (altered) \$10 / \$20 Seniors (unaltered) *\$20 / \$40 / \$50
Benton Co.	1/2/3-yr	\$20 / \$40 / \$60	\$40 / \$80 / \$120	–
Klamath Co.	1/2/3-yr (3-yr microchip discount)	\$20 / \$40 / \$60 (\$45 w/chip)	\$30 / \$60 / \$90 (\$75 w/chip)	Seniors/Veterans (altered): \$12.50 / \$25 / \$37.5 (\$22.50 w/chip)
Multnomah Co.	1/2/3-yr	\$24 / \$47 / \$62	\$42 / \$77 / \$107	Seniors: (altered) \$13.50 / \$23.50 / \$31 Seniors: (unaltered) *\$21 / \$38.50 / \$53.50
Yamhill Co.	1/2/3-yr	\$25 / \$45 / \$60	\$35 / \$70 / \$105	Seniors (altered) \$15 / \$25 / \$30
Jackson Co.	1/2/3-yr	\$27 / \$50 / \$71	\$47 / \$88 / \$126	Seniors (altered) \$18 / \$33 / \$47
Clackamas Co.	1/3-yr	\$32 / \$96	\$52 / \$156	–
Washington Co.	1/2/3-yr	\$34 / \$56 / \$78	\$56 / \$104 / \$150	Seniors (altered): \$24 / \$40 / \$58
Curry Co.	1 or 3-yr	\$40 / \$120	\$60 / \$180	Seniors: (altered) \$35 / \$105 Seniors: (unaltered) \$55 / \$165
<b>Oregon City Dog License Fees</b>				
<u>Jurisdiction</u>	<u>License Term</u>	<u>Altered Fee</u>	<u>Unaltered Fee</u>	<u>Reduced Fees</u>
City of Milton-Freewater	Annual	\$10	\$35	–
City of Pendleton	Annual	\$12	\$24	–
City of Ontario	Annual	\$15	\$35	–
City of Seaside	Annual	\$15	\$30	Seniors/Persons with Disabilities (altered) \$5 for first dog only
City of Creswell	1/2/3-yr	\$10 / \$15 / \$20	*\$15 / *\$20 / \$30	Seniors: (altered) \$7 / \$9 / \$14
City of Veneta	1/2/3-yr	\$15 / \$25 / \$35	\$30 / \$50 / \$70	Seniors: *Half of Standard Fees
City of Springfield	1/2/3-yr	\$17 / \$29 / \$42	\$42 / \$65 / \$81	Seniors: (altered) \$10 / \$19 / \$28
City of Eugene	1/2/3-yr	\$18 / \$30 / \$42	\$42 / \$66 / \$84	Seniors: (altered) \$12 / \$20 / \$30
City of Lowell	1/2/3-yr	\$18 / \$30 / \$42	\$42 / \$66 / \$84	Seniors: \$14 / \$24 / \$34
City of Happy Valley	1/2/3-yr	\$18 / \$34 / \$50	\$35 / \$67 / \$100	Seniors: (altered) \$14 / \$26 / \$38 Seniors: (unaltered) \$31 / \$59 / \$88
City of Lake Oswego	1/2/3-yr	\$30 / \$60 / \$90	\$50 / \$100 / \$150	–

\*Fee is not compliant with ORS 609.100(1).

CHAPTER 5.20  
**DOG CONTROL**

**5.20.010. Purpose, Intent, and Definitions.**

A. Purpose. This Chapter's purpose is to:

1. establish certain requirements for keeping dogs within the city limits and to prevent and address issues which might otherwise be associated with dogs in populated areas;
2. protect the public from personal injury and property damage arising from dog conduct;
3. support responsible and humane dog ownership; and
4. to abate nuisances, reduce risks from hazards, and support dog and public health, safety, and welfare.

B. Intent. This Chapter's intent is not limited to decreasing the chances of personal injury or property damage from bites or attacks but also includes:

1. minimizing opportunities for personal injuries, continuous annoyances, and property damage arising from dogs biting, scratching, lunging, chasing, knocking down, barking, running at large, and other similar conduct; and
2. supporting dog and public health, safety, and welfare by imposing reasonable requirements for keeping dogs within the city limits.

C. 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:

1. "Abandoned" means, consistent with ORS Chapter 167, any dog left without reasonable care, supervision, or the provision of minimum care in circumstances indicating an intent to permanently or indefinitely relinquish responsibility, or any dog left in conditions that present an immediate risk to the dog's health or public safety.
2. "Adult dog" means any dog having a set of permanent canine teeth or attaining the age of 6 months (whichever occurs first).
3. "Animal Control Officer" means the person holding the position of Animal Control Officer within The Dalles Police Department, a City Police Officer, City reserve Police Officer, Community Service Officer, and Codes Enforcement Officer, any

- other person designated by applicable law, or any person with whom the City enters an agreement for the control of animals within the city limits.
4. “Continuous annoyance” means a continuous annoyance, alarm, or disturbance lasting at least 10 minutes or in intermittent episodes spanning 10 total minutes in any 30-minute period, at any time of day, caused by repeated barking, whining, howling, or other similar sounds hearable beyond the boundary of a keeper’s real property or vehicle.
  5. “Control of dog” means the dog is fully under the control of its keeper by being on a leash controlled by its keeper so that the dog may not unreasonably interfere with other persons or property (including animals).
  6. “Dangerous dog” means a dog that:
    - a. without provocation and in an aggressive manner, inflicts serious physical injury on a person or kills a person;
    - b. acts as a potentially dangerous dog after having previously committed an act as a potentially dangerous dog that resulted in the keeper being found in violation of Section 5.20.060; or
    - c. is used as a weapon in the commission of a crime.
  7. “Keep” or “keeping” means owning, possessing, supervising, or otherwise having charge of a dog.
  8. “Keeper” means a person who keeps a dog within the city limits, other than the Animal Control Officer or a:
    - a. licensed business primarily intended to obtain a profit from the kenneling, grooming, or sale of dogs;
    - b. humane society or other nonprofit animal shelter;
    - c. facility impounding dogs on behalf of the City; or
    - d. veterinary medical facility.
  9. “Leash” means any humane device constructed of rope, leather strap, chain, or other sturdy material not exceeding 8 feet in length and capable of being held in the hand of a person.
  10. “Menaces” means lunging, growling, snarling, or other behavior by a dog that would cause a reasonable person to fear for the person’s safety.

11. “Potentially dangerous dog” means a dog that:
- menaces a person without provocation and while not on premises;
  - inflicts physical injury on a person that is less severe than a serious physical injury without provocation; or
  - inflicts physical injury on or kills a domestic animal (as defined by ORS 167.310) or livestock (as defined by ORS 609.125) without provocation and while not on premises.
12. “Premises” means real property from which a keeper may lawfully exclude others.

13. “Rabies Vaccination Certificate” or “RVC” means the evidence of rabies inoculation (or of a veterinarian-certified medical contraindication to inoculation) issued and signed on the form prescribed by the Oregon Health Authority under ORS 433.370 and OAR 333-019-0017.

- ~~13.~~14. “Running at large” means that a dog is off premises and the keeper has no control of dog, except if the dog is:
- within the bounds of any lawfully established off-leash dog area or park;
  - being used to legally hunt, chase, or tree wildlife while under the supervision of its keeper;
  - being used to control or protect livestock or for other activities directly related to agriculture; or
  - within any part of a vehicle.

~~14.~~15. “Serious physical injury” has the meaning given that term by ORS 161.015.

~~15.~~16. “Veterinary medical facility” has the meaning given that term by OAR 875-005-0005(15), located within the city limits.

#### **5.20.020. Number of Dogs.**

- A. Numerosity. For purposes of this Section ~~A~~, to “keep” a dog is to be its keeper continuously for at least 14 days or for more than 30 days in any 60-day period. Nothing in this Section addresses “kennels” or “breeding kennels”, which are defined and regulated under TDMC Title 10 (Land Use and Development).
- Maximum Adult Dogs. No person shall keep more than 4 adult dogs on their single-family dwelling premises. No person shall keep more than 2 adult dogs on their duplex, multifamily, and all other types of dwelling premises.

2. Breeding Dogs. No person shall keep more than 1 adult female dog for breeding purposes ~~on premises at~~ any ~~one-time~~ dwelling.
3. Non-Adult Dogs. Any person may keep any number of dogs that are aged up to 6 months.

B. Nonconforming Dogs.

1. Defined. Notwithstanding subsection A(1) and (2), each adult dog that was kept on premises in excess of the limits described by subsection A(1) and (2) ~~on or before November 26, 2025,~~ at any dwelling on the premises on or before the effective date of General Ordinance No. 25-1421 is a nonconforming dog.
2. Declaration. The keeper of any nonconforming dog shall file a *Nonconforming Dog Declaration* with the Animal Control Officer ~~on or before January 31, 2026,~~ within 60 days from the effective date of General Ordinance No. 25-1421 to continue keeping it. The declaration shall identify the premises by address and each such dog by name, breed, description, and any microchip or veterinary identifier. The City may require reasonably satisfactory proof the listed dogs were kept on the premises ~~on or~~ before the effective date of General Ordinance No. 25-1421. The City Manager may adopt forms and administrative rules to implement this subsection.
3. Licensing and Continuation. Each dog listed on a timely filed and approved *Nonconforming Dog Declaration* must be licensed under Section 5.20.030 no later than July 1, 2026, and may continue to be kept on premises while it is continuously kept by the same keeper within the city limits. A keeper moving to new premises within the city limits does not (by itself) terminate nonconforming status so long as the keeper updates the Animal Control Officer in writing of the changed address within 30 days following the move.
4. Termination. A nonconforming dog may not be replaced. As nonconforming dogs cease, the number of dogs kept on the premises shall be reduced by attrition until it complies with subsection A(1) and (2). Nonconforming status for a specific dog terminates upon the earliest of:
  - a. the date the dog deceases;
  - b. the date the dog is transferred to another person;
  - c. failure to obtain by July 1, 2026, (or thereafter timely renew it) a license under Section 5.20.030; or
  - d. failure to timely update an in-City address under subsection B(3).
5. Nonconforming Offspring. The offspring of a nonconforming dog is not itself a nonconforming dog. The offspring of a nonconforming dog is a public nuisance

subject to abatement pursuant to this Chapter upon becoming an adult dog.

- C. Accommodations. Nothing in this Section limits reasonable accommodations for assistance animals as required by Oregon or federal law.

#### 5.20.030. Licensing.

- A. License Required. No ~~person~~keeper shall keep an adult dog within the city limits without obtaining and maintaining a dog license issued pursuant to this Section by July 1, 2026. For purposes of this Section, "keeper" includes any person who keeps one or more adult dogs on premises for reproduction.

~~B. Multi-Year. Dog licenses shall be valid from issuance through June 30 on the third year after the date of issuance or until the adult dog is transferred to another person (whichever occurs first). To illustrate:~~

~~1. if a person is duly issued a dog license on March 15, 2026, that dog license would expire on June 30, 2029; and~~

~~2. if a person is duly issued a dog license on July 7, 2028, that dog license would expire on June 30, 2031.~~

~~B. License Term. The City shall issue dog licenses for one-, two-, or three-year terms; provided, however, the selected term may not extend the license expiration beyond a date that is two months after the dog's current rabies vaccination coverage expires, as shown on the dog's current Rabies Vaccination Certificate and as required by OAR 333-019-0019.~~

- C. Timing and Validity.

1. Timing. Any person intending to keep an adult dog shall obtain a dog license issued pursuant to this subsection within 30 days from the date the person becomes the keeper of the adult dog or by July 1, 2026 (whichever occurs later).

2. Validity. A change of address within the city limits does not affect license validity. Consistent with ORS 609.100(6), a dog license issued by this Chapter is valid in any Oregon county or city during its term.

3. Changed Contact Information. Within 30 days after changing a mailing address, email address, telephone number, or the premises where a licensed dog is kept, the keeper shall provide updated information to the Animal Control Officer in writing (including electronically) on a form approved by the City. The City may rely on the most recent information on file as the keeper's last known address and notice mailed or posted to that address is effective for purposes of Section 5.20.040(D) and Section 5.20.040(F).

- D. Fee. City Council shall by resolution determine a dog license fee in such amount as it

finds necessary to enable the City to carry out the provisions of this Chapter; provided, however, the fee for an unaltered dog shall be not less than \$25 in alignment with ORS 609.100.

1. Reduced Fee. Subject to the State of Oregon’s mandatory minimum dog licensing fee limitations imposed on the City by ORS 609.100:

- a. Spayed or Neutered Dogs. Spayed female or neutered male dogs may be licensed at a reduced fee to be determined by City Council resolution; ~~provided, however, such reduction shall not result in a fee lower than \$3.00 per spayed female or neutered male dog in alignment with ORS 609.100.~~ Applicants for licenses at such a reduced fee shall present a certificate from a licensed veterinarian stating the dog to be licensed has been spayed or neutered.
- b. Elderly Persons. Any person 65 years of age or older may license their dogs at a reduced fee to be determined by City Council resolution; ~~provided, however, such reduced fee shall not be less than \$25.00 per dog.~~ Any applicant intending to avail the exception described in this subsection shall file a written or emailed statement with the City Manager or designee showing the applicability of this reduction before submitting their license application.
- c. Military. Any person who is a “veteran” or on “active duty”, as those terms are defined by 38 U.S.C. § 101(2) and (21), respectively (as may be amended or superseded), may license their dogs at a reduced fee to be determined by City Council resolution; ~~provided, however, such reduced fee shall not be less than \$25.00 per dog.~~ Any applicant intending to avail the exception described in this subsection shall file a written or emailed statement with the City Manager or designee showing the applicability of this reduction before submitting their license application.

2. Fee Exception. No dog license fee shall be required for guide or service dogs trained to provide services to visually impaired persons or that is used as an assistance animal as defined in ORS 659A.143. Any applicant intending to avail the exception described in this subsection shall file a written or emailed statement with the City Manager or designee showing the applicability of this exception before submitting their license application.

E. License Requirements. No dog license shall be issued or reissued unless the City, a veterinary medical facility, or its authorized contractor confirms the following requirements are satisfied:

1. Rabies Certificate. The applicant shall furnish a current ~~certificate of rabies inoculation~~ Rabies Vaccination Certificate (including any medical exemption recorded under OAR 333-019-0017) for the dog.

2. Fee Payment. The applicant shall pay the current applicable dog license fee

established by City Council resolution.

3. *Complete Application.* The applicant shall fully complete and submit a dog license application furnished by the City.

F. Tags.

1. *Generally.* The City shall provide a license tag to the keeper of a licensed dog at the time of licensure. Keepers who lose their license tags shall apply to the City for a replacement license tag. City Council shall by resolution determine a license tag replacement fee.
2. *Display.* The keeper of the licensed dog shall attach the license tag issued for the dog to a collar, which collar shall be worn by the dog at all times when the dog is off premises or otherwise not in the keeper's physical control.

3. *Reissuance.* The license tag shall display an expiration date that does not exceed the dog's rabies vaccine coverage expiration by more than 2 months, as required by OAR 333-019-0019. If such coverage expires before the license term ends, the City shall reissue the keeper a license tag when the keeper furnishes a current Rabies Vaccination Certificate for the dog.

G. Veterinary Medical Facilities.

1. *Visits.* A person licensed or certified under ORS Chapter 686 working at, for, or on behalf of a veterinary medical facility shall, with respect to keepers of unlicensed dogs who are clients of that veterinary medical facility, and at or during the time of each dog's visit to that veterinary medical facility:
  - a. inform all keepers of the license requirements described in this Chapter and of the keeper's requirement to submit their completed license application to the City or a City-designated facility along with payment of the applicable fees to receive their license and license tag;
  - b. ensure the veterinary medical facility makes available to all keepers paper copies of the license application described in this Chapter and request them to complete the application during their visit to the veterinary medical facility if they keep an adult dog within The Dalles; and
  - c. ensure the veterinary medical facility conspicuously displays a City-provided informational poster that contains a quick-response code or URL directing keepers to a payment portal, an electronic version of the license application, and any other information the City deems appropriate.
2. *Reporting.* On or before January 15, April 15, July 15, and October 15 of each year, a person licensed or certified under ORS Chapter 686 working at, for, or on behalf

- of a veterinary medical facility shall, on behalf of that veterinary medical facility, ~~monthly send a written or emailed report that includes (at least) the mailing and email addresses for all keepers visiting that veterinary medical facility that month and having a mailing address in The Dalles and any other information the City reasonably requests and determines is necessary to enforce this Chapter's provisions.~~ send the Animal Control Officer a copy of each RVC issued during the preceding calendar quarter consistent with this subsection G(2).
- a. RVC Address. The reporting obligation described in this subsection G(2) applies only to RVCs issued by that veterinary medical facility that show an address in The Dalles.
  - b. Limited Use. The City shall only use information and records reported pursuant to this subsection G(2) for the limited purposes of administering and enforcing this Chapter.
  - c. Confidential Customer List. Information contained in any RVC reported to the City pursuant to this subsection G(2) is deemed part of the veterinary medical facility's customer list and, to the extent permitted by the Oregon Public Records Law, shall not be disclosed by the City except to the following entities, each of which shall maintain the confidence expressed herein:
    - (1) the City's impounding humane society, Oregon Humane Society, or other nonprofit animal shelter;
    - (2) the local public health authority;
    - (3) physicians or emergency medical personnel treating a person who has been bitten, scratched, or otherwise potentially exposed to a zoonotic disease;
    - (4) licensed veterinarians or veterinary medical facilities treating an animal that has been bitten, scratched, or otherwise potentially exposed to a zoonotic disease; and
    - (5) federal, state, or local law-enforcement and prosecutorial agencies for their official purposes.
3. Licensing Opt-In. A person licensed or certified under ORS Chapter 686 working at, for, or on behalf of a veterinary medical facility may, on behalf of that veterinary medical facility, accept completed license applications, payment of the license fee, and issue a license, in which case that veterinary medical facility shall:
- a. notify the City Manager's Office in writing (including email) of that veterinary medical facility's intent to opt-in;

- b. monthly remit all collected license fees to either the City or a City-designated facility;
  - c. have the opportunity to withhold an administrative fee the City Council may establish by resolution for its processing, acceptance, and issuance of licenses; and
  - d. be eligible to receive funding through participation in City-sponsored programs to assist the community in the health, care, and wellbeing of dogs (i.e., spay/neuter programs).
- H. Penalty for Licensing. The Animal Control Officer shall make educating any person suspected of violating this Section 5.20.030 of this Chapter's existence as their initial method of enforcement and to encourage their voluntary compliance. Violation of this Section 5.20.030 is a Class B violation punishable by a fine of up to \$1,000.00 per violation, with a presumptive fine of \$265.00 per violation consistent with ORS 153.019(1)(b).

#### **5.20.040. Impoundment.**

- A. Impoundment Authorized. The Animal Control Officer is authorized to impound any dog found to be:
- 1. running at large;
  - 2. unlicensed;
  - 3. abandoned off premises;
  - 4. unattended for 15 minutes while tethered or tied in or on a public right-of-way, including streets, alleys, sidewalks (including sidewalks immediately outside any business), and public trails;
  - 5. responsible for biting a person or another animal; or
  - 6. in the possession of a person subject to a criminal arrest where the arrest results in impoundment of the dog.
- B. Impoundment Fee. A fee charged against the keeper of the dog who has been impounded shall be in the amount set by City Council resolution.
- C. Impoundment Discretion. When authorized to impound any dog pursuant to subsection A, the Animal Control Officer shall have the discretion to either return the dog to its keeper (if known) or to impound it consistent with this Section. Nothing in this Section is intended to waive the Animal Control Officer's ability to issue citations for violations of this Chapter, including its licensing obligations. Nothing in this Section creates

liability or waives any immunity, limitation, or defense available to the City or its officers under the Oregon Tort Claims Act, including discretionary-function immunity, or other applicable law.

D. Impoundment Notice.

1. Known Keeper. Whenever a dog is impounded under the authority of this Chapter, and the keeper of the dog is known, the Animal Control Officer shall give that person notice of the impoundment by regular mail to the keeper's last known address, by personal service, or by physically and conspicuously posting the notice at that address. The keeper of the dog shall have at least 5 days after receipt of the impound notice to either appeal the impoundment pursuant to subsection F or otherwise redeem the dog pursuant to subsection E; if the keeper fails to appeal or redeem the dog within that time, the dog may become the property of the impounding humane society or other nonprofit animal shelter and placed for adoption or humanely euthanized. For purposes of this subsection, "receipt" occurs upon personal service or conspicuous posting, or 3 days after mailing (whichever earliest).
2. Unknown Keeper. When a dog is impounded under the authority of this Chapter, and the keeper of the dog is unknown, the Animal Control Officer shall post a notice of the impoundment on the City's website or social media or on its contractor's website or social media and provide a copy to the shelter where the dog is impounded to be kept in their public log book. The notice shall contain a general description of the impounded dog (showing breed, sex, color, and any markings) and shall designate a date not less than 3 days from the date of impoundment when the dog will be placed for adoption unless appealed pursuant to subsection F or otherwise redeemed pursuant to subsection E. If no appeal or redemption by the keeper of the described dog is made within the time fixed by the notice, the dog may become the property of the impounding humane society or other nonprofit animal shelter and placed for adoption or humanely euthanized.

E. Redemption. A keeper may redeem their impounded dog by furnishing reasonably satisfactory proof (such as photographs, a copy of the duly authorized license, etc.) the person is the dog's keeper to the impounding shelter and paying the:

1. impoundment fee;
2. impounding humane society or other nonprofit animal shelter's fees, charges, and penalties (as applicable);
3. dog license fee and rabies vaccination fees (as applicable); and
4. medical care fees (if medical care was required).

F. Impoundment Appeal.

1. Timely Appeals. Any keeper aggrieved by the Animal Control Officer's impoundment may file a written or emailed appeal so long as it is received by the City or the City-contracted impounding shelter within the time specified in subsection D; provided, however, if the keeper was unknown under subsection D(2), a person claiming to be the keeper may appeal before the dog's posted adoption date.
2. Hearing. The Municipal Court shall hold a hearing within 30 days from the date the City received the written or emailed appeal. The purpose of the hearing is to allow the appellant the opportunity to introduce evidence or testimony showing how the City acted inconsistent with this Chapter. The City shall also be entitled to present evidence or testimony related to the contested impoundment. The Municipal Judge shall consider all relevant evidence and testimony before determining whether the impoundment was consistent with this Chapter by a preponderance of the evidence.
3. Outcome. If the Municipal Judge determines the impoundment was consistent with this Chapter, the appellant shall be responsible for all charges and reasonable costs to the City arising from the impoundment and appeal. If the Municipal Judge determines the impoundment was inconsistent with this Chapter, the City shall be responsible for all charges and reasonable costs to the appellant arising from the impoundment and appeal. The Municipal Court's decision is the City's final decision.

#### **5.20.050. Destroying Certain Dogs and Dog Bites.**

- A. Destruction. A dog which is displaying obvious or classic symptoms of being rabid or so vicious that it cannot be impounded without risk to human safety and/or life, or which has incurred serious injuries warranting its destruction to prevent further suffering (for example, when a determination is made that medical treatment of the dog is not a viable option), may be summarily destroyed by the Animal Control Officer or a licensed veterinarian. Any humane destruction under this Section must comply with ORS 609.405 and applicable Oregon Health Authority administrative rules and, for suspected rabies, actions must be approved by the local public health authority.
- B. Dog Bites.
  1. Reports. Any person bitten by a dog shall immediately file a report with the local health officer as required by ORS 433.345 and with the Animal Control Officer. The report shall describe the bite, give a description of the dog, the time and circumstances of the bite, and the name and address of the dog's keeper (if known). The keeper of a dog that bites a person shall, as soon as they know or reasonably should know of the bite, immediately file a report with the Animal Control Officer and provide the time and circumstances of the bite and the name and address of the person bitten (if known).

2. Quarantine. Upon notice of a dog bite, the local public health authority will direct quarantine and the Animal Control Officer shall deliver written notice to the dog's keeper (if known), in which case the keeper is required to quarantine the dog for 10 days, either by:
  - a. preventing the dog from being in contact with any other animal or person; or
  - b. at the keeper's expense, quarantining the dog in a veterinary medical facility, local animal humane society, or a kennel approved by the City Manager or designee.
3. Special Rabies Consideration. If the dog exhibits symptoms of rabies, the keeper or any other person in possession of the dog shall handle or dispose of the dog pursuant to ORS 433.345.

#### **5.20.060. Dogs as a Public Nuisance.**

- A. Public Nuisance Defined. A dog is a public nuisance when:
  1. At-Large. It is found to be running at large or when it is shown to have escaped on-premises confinement at least 3 times in any 12-month period;
  2. Chasing. When it chases persons or vehicles off premises;
  3. Damage. It damages or destroys property of persons other than its keeper;
  4. Disturbance. Disturbs any person by continuous annoyance. For purposes of determining whether a dog disturbs a person by continuous annoyance, a video and audio recording captured off premises and showcasing the dog's conduct as meeting this Chapter's definition of "continuous annoyance" shall be considered prima facie evidence of a dog as a public nuisance when the recording is submitted to the Animal Control Officer in connection with a complaint;
  5. Garbage. It scatters garbage off premises;
  6. Potentially Dangerous. Is a potentially dangerous dog, but is not a dangerous dog. In addition to this Chapter's other penalties and in accordance with ORS 609.990(6), the court may order dogs found to be potentially dangerous dogs to be killed in a humane manner after considering the factors described in ORS 609.093 and issuing written findings on those factors;
  7. Abandoned. It is found abandoned off premises;
  8. Carcass. Its carcass remains off premises for more than 24 hours from the time its keeper knew or should have known about its location;

9. Public Health. It defecates off premises and its keeper does not immediately remove and appropriately discard the feces; or
  10. Sanitary Condition. Its keeper fails to maintain premises in a sanitary condition to such a degree that offensive odors connected with dogs can be detected from beyond the premises;
  11. Numerosity. The number of dogs kept on any premises is found to exceed the number allowed by this Chapter, in which case each dog on premises exceeding that number is considered a separate public nuisance;
- B. Prohibition. No person shall maintain a dog as a public nuisance.
- C. Penalty for Public Nuisance. Violation of subsection B when the underlying reason for classifying the dog as a public nuisance is described by subsection (A)(1) through (6) is a Class B violation punishable by a fine of up to \$1,000.00 per violation, with a presumptive fine of \$265.00 per violation consistent with ORS 153.019(1)(b). Convictions of all other violations of this Section 5.20.060 are punishable by a fine not to exceed the sum of \$500.00 and the presumptive fine is \$250.00. The court, in its discretion, may also order the removal of the dog from the city limits.
- D. Complaints. Consistent with ORS 609.095(4), any person who has cause to believe a keeper is maintaining a dog that is a public nuisance may complain, either orally or in writing, to the Animal Control Officer. The receipt of any complaint is sufficient cause for the Animal Control Officer to investigate the matter and determine whether the keeper of the dog is in violation of subsection B.

#### **5.20.070. Dangerous Dogs.**

- A. Maintaining Dangerous Dog. A person commits the offense of maintaining a dangerous dog if the person is the keeper of the dog and the person, with criminal negligence, fails to prevent the dog from:
1. without provocation and in an aggressive manner, inflicting serious physical injury on a person that does not result in death;
  2. acting as a potentially dangerous dog after having previously committed an act as a potentially dangerous dog that resulted in the keeper being found in violation of Section 5.20.060; or
  3. being used as a weapon in the commission of a crime.
- B. Penalty for Dangerous Dogs. Violation of this Section is a Class A violation punishable by a fine not exceeding \$2,000 (with a presumptive fine of \$440, consistent with ORS 153.019(1)(a)). Upon a finding of a violation of this Section, the Court may impose reasonable restrictions on the keeping of the dog to ensure public safety under ORS

609.990(6), including removal of the dog from the city limits. The court may also order the dog killed in a humane manner under ORS 609.990(6) after issuing written findings considering the factors described by ORS 609.093.

#### **5.20.080. Severability and State Law.**

- 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. State Law. The provisions of ORS 433.340 to 433.390 and ORS 609.015 to 609.105 and 609.115 (all as may be amended or superseded) are ~~hereby~~ incorporated into this Chapter ~~to; in the degree they do not contradict any event of its~~ an unreconcilable conflict between this Chapter and those provisions, state law controls.

#### **5.20.090. Enforcement.**

- A. Enforcement. This Chapter shall be enforced by the Animal Control Officer, The Dalles Police Department, the City Attorney's Office, and the Municipal Court. The Animal Control Officer may issue citations for violations of this Chapter using the Oregon Uniform Citation and Complaint cited to the Municipal Court.
- B. Interference. It is unlawful for any person to knowingly obstruct, hinder, or interfere in any way with the enforcement of this Chapter and any person convicted of such interference shall be subject to a fine not to exceed the sum of \$1,250.00 per violation.
- C. Entry onto Private Land. The Animal Control Officer may enter onto private property, including any building or dwelling, at any time with permission of the property owner or occupant and in the course of the Animal Control Officer's duties to or enforcement of the provisions of this Chapter. When permission to enter is not given by the property owner or occupant, the Animal Control Officer may obtain a warrant from the Municipal Court based on probable cause that a violation of the provisions of this Chapter exists, except that a warrant is not needed in cases of emergency, exigent circumstances, or any other constitutionally authorized warrant exception.

#### **5.20.100. Penalties.**

- A. For All Violations. Unless a more particular penalty for conviction of a violation of a specific provision or provisions of this Chapter is provided, any person convicted of any violation of this Chapter shall be subject to a fine not to exceed the sum of \$250.00 per violation.
- B. Applicable Fees and Charges. Any person convicted of any violation of this Chapter shall be subject to payment of all applicable fees or lawful charges imposed by City Council resolution, Wasco County, any impounding humane society or other nonprofit animal shelter, or veterinary medical facility connected with such violation.

- C. Restitution. Any person convicted of any violation of this Chapter shall be subject to, in the court's discretion, an order requiring restitution for damages (including for injuries).
- D. Municipal Court Authority. Any person convicted of any violation of this Chapter shall be subject to, in the court's discretion, any other remedy within its power. Each day a keeper fails to comply with a restriction or order imposed by the Municipal court under this Chapter is a separate offense.

**GENERAL ORDINANCE NO. 25-1421**

**AN ORDINANCE AMENDING  
THE DALLES MUNICIPAL CODE  
CHAPTER 5.20 (DOG CONTROL)**

**WHEREAS**, the City regulates the keeping of dogs within the City’s corporate limits pursuant to the provisions of The Dalles Municipal Code (TDMC) Chapter 5.20 (*Dog Control*);

**WHEREAS**, TDMC Chapter 5.20 has not been materially updated since 2012 and legal sufficiency, staff administrative enhancements, and public feedback on the promotion of public and animal health, safety, and welfare inform best practices supporting the amendment of its provisions;

**WHEREAS**, at its April 14, 2025, meeting, the City Council discussed proposed amendments to the provisions of TDMC Chapter 5.20 as part of an involved and interactive public process; and

**WHEREAS**, after that discussion and the incorporation of the City Council’s direction and public input into the amendments described in this Ordinance, the City Council finds adopting the proposed amendments to TDMC Chapter 5.20 to support the City’s interests and preserve and protect the public and animal health, safety, and welfare.

**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 5.20 (*Dog Control*)**, shall be revised to read:

**Sections:**

- 5.20.010. Purpose, Intent, and Definitions.**
- 5.20.020. Number of Dogs.**
- 5.20.030. Licensing.**
- 5.20.040. Impoundment.**
- 5.20.050. Destroying Certain Dogs and Dog Bites.**
- 5.20.060. Dogs as a Public Nuisance.**
- 5.20.070. Dangerous Dogs.**
- 5.20.080. Severability and State Law.**
- 5.20.090. Enforcement.**
- 5.20.100. Penalties.**

CHAPTER 5.20  
DOG CONTROL

**5.20.010. Purpose, Intent, and Definitions.**

A. Purpose. This Chapter's purpose is to:

1. establish certain requirements for keeping dogs within the city limits and to prevent and address issues which might otherwise be associated with dogs in populated areas;
2. protect the public from personal injury and property damage arising from dog conduct;
3. support responsible and humane dog ownership; and
4. to abate nuisances, reduce risks from hazards, and support dog and public health, safety, and welfare.

B. Intent. This Chapter's intent is not limited to decreasing the chances of personal injury or property damage from bites or attacks but also includes:

1. minimizing opportunities for personal injuries, continuous annoyances, and property damage arising from dogs biting, scratching, lunging, chasing, knocking down, barking, running at large, and other similar conduct; and
2. supporting dog and public health, safety, and welfare by imposing reasonable requirements for keeping dogs within the city limits.

C. 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:

1. "Abandoned" means, consistent with ORS Chapter 167, any dog left without reasonable care, supervision, or the provision of minimum care in circumstances indicating an intent to permanently or indefinitely relinquish responsibility, or any dog left in conditions that present an immediate risk to the dog's health or public safety.
2. "Adult dog" means any dog having a set of permanent canine teeth or attaining the age of 6 months (whichever occurs first).
3. "Animal Control Officer" means the person holding the position of Animal Control Officer within The Dalles Police Department, a City Police Officer, City reserve Police Officer, Community Service Officer, and Codes Enforcement Officer, any other person designated by applicable law, or any person with whom the City enters

an agreement for the control of animals within the city limits.

4. "Continuous annoyance" means a continuous annoyance, alarm, or disturbance lasting at least 10 minutes or in intermittent episodes spanning 10 total minutes in any 30-minute period, at any time of day, caused by repeated barking, whining, howling, or other similar sounds hearable beyond the boundary of a keeper's real property or vehicle.
5. "Control of dog" means the dog is fully under the control of its keeper by being on a leash controlled by its keeper so that the dog may not unreasonably interfere with other persons or property (including animals).
6. "Dangerous dog" means a dog that:
  - a. without provocation and in an aggressive manner, inflicts serious physical injury on a person or kills a person;
  - b. acts as a potentially dangerous dog after having previously committed an act as a potentially dangerous dog that resulted in the keeper being found in violation of Section 5.20.060; or
  - c. is used as a weapon in the commission of a crime.
7. "Keep" or "keeping" means owning, possessing, supervising, or otherwise having charge of a dog.
8. "Keeper" means a person who keeps a dog within the city limits, other than the Animal Control Officer or a:
  - a. licensed business primarily intended to obtain a profit from the kenneling, grooming, or sale of dogs;
  - b. humane society or other nonprofit animal shelter;
  - c. facility impounding dogs on behalf of the City; or
  - d. veterinary medical facility.
9. "Leash" means any humane device constructed of rope, leather strap, chain, or other sturdy material not exceeding 8 feet in length and capable of being held in the hand of a person.
10. "Menaces" means lunging, growling, snarling, or other behavior by a dog that would cause a reasonable person to fear for the person's safety.
11. "Potentially dangerous dog" means a dog that:

- a. menaces a person without provocation and while not on premises;
  - b. inflicts physical injury on a person that is less severe than a serious physical injury without provocation; or
  - c. inflicts physical injury on or kills a domestic animal (as defined by ORS 167.310) or livestock (as defined by ORS 609.125) without provocation and while not on premises.
12. “Premises” means real property from which a keeper may lawfully exclude others.
13. “Rabies Vaccination Certificate” or “RVC” means the evidence of rabies inoculation (or of a veterinarian-certified medical contraindication to inoculation) issued and signed on the form prescribed by the Oregon Health Authority under ORS 433.370 and OAR 333-019-0017.
14. “Running at large” means that a dog is off premises and the keeper has no control of dog, except if the dog is:
- a. within the bounds of any lawfully established off-leash dog area or park;
  - b. being used to legally hunt, chase, or tree wildlife while under the supervision of its keeper;
  - c. being used to control or protect livestock or for other activities directly related to agriculture; or
  - d. within any part of a vehicle.
15. “Serious physical injury” has the meaning given that term by ORS 161.015.
16. “Veterinary medical facility” has the meaning given that term by OAR 875-005-0005(15), located within the city limits.

**5.20.020. Number of Dogs.**

- A. Numerosity. For purposes of this Section, to “keep” a dog is to be its keeper continuously for at least 14 days or for more than 30 days in any 60-day period. Nothing in this Section addresses “kennels” or “breeding kennels”, which are defined and regulated under TDMC Title 10 (*Land Use and Development*).
- 1. Maximum Adult Dogs. No person shall keep more than 4 adult dogs on their single-family dwelling premises. No person shall keep more than 2 adult dogs on their duplex, multifamily, and all other types of dwelling premises.
  - 2. Breeding Dogs. No person shall keep more than 1 adult female dog for breeding purposes in any dwelling.

3. Non-Adult Dogs. Any person may keep any number of dogs that are aged up to 6 months.

B. Nonconforming Dogs.

1. Defined. Notwithstanding subsection A(1) and (2), each adult dog that was kept on premises in excess of the limits described by subsection A(1) and (2) at any dwelling on the premises on or before the effective date of General Ordinance No. 25-1421 is a nonconforming dog.
2. Declaration. The keeper of any nonconforming dog shall file a *Nonconforming Dog Declaration* with the Animal Control Officer within 60 days from the effective date of General Ordinance No. 25-1421 to continue keeping it. The declaration shall identify the premises by address and each such dog by name, breed, description, and any microchip or veterinary identifier. The City may require reasonably satisfactory proof the listed dogs were kept on the premises before the effective date of General Ordinance No. 25-1421. The City Manager may adopt forms and administrative rules to implement this subsection.
3. Licensing and Continuation. Each dog listed on a timely filed and approved *Nonconforming Dog Declaration* must be licensed under Section 5.20.030 no later than July 1, 2026, and may continue to be kept on premises while it is continuously kept by the same keeper within the city limits. A keeper moving to new premises within the city limits does not (by itself) terminate nonconforming status so long as the keeper updates the Animal Control Officer in writing of the changed address within 30 days following the move.
4. Termination. A nonconforming dog may not be replaced. As nonconforming dogs cease, the number of dogs kept on the premises shall be reduced by attrition until it complies with subsection A(1) and (2). Nonconforming status for a specific dog terminates upon the earliest of:
  - a. the date the dog deceases;
  - b. the date the dog is transferred to another person;
  - c. failure to obtain by July 1, 2026, (or thereafter timely renew it) a license under Section 5.20.030; or
  - d. failure to timely update an in-City address under subsection B(3).
5. Nonconforming Offspring. The offspring of a nonconforming dog is not itself a nonconforming dog. The offspring of a nonconforming dog is a public nuisance subject to abatement pursuant to this Chapter upon becoming an adult dog.

C. Accommodations. Nothing in this Section limits reasonable accommodations for

assistance animals as required by Oregon or federal law.

### **5.20.030. Licensing.**

- A. License Required. No keeper shall keep an adult dog within the city limits without obtaining and maintaining a dog license issued pursuant to this Section by July 1, 2026. For purposes of this Section, “keeper” includes any person who keeps one or more adult dogs on premises for reproduction.
  
- B. License Term. The City shall issue dog licenses for one-, two-, or three-year terms; provided, however, the selected term may not extend the license expiration beyond a date that is two months after the dog’s current rabies vaccination coverage expires, as shown on the dog’s current Rabies Vaccination Certificate and as required by OAR 333-019-0019.
  
- C. Timing and Validity.
  - 1. Timing. Any person intending to keep an adult dog shall obtain a dog license issued pursuant to this subsection within 30 days from the date the person becomes the keeper of the adult dog or by July 1, 2026 (whichever occurs later).
  - 2. Validity. A change of address within the city limits does not affect license validity. Consistent with ORS 609.100(6), a dog license issued by this Chapter is valid in any Oregon county or city during its term.
  - 3. Changed Contact Information. Within 30 days after changing a mailing address, email address, telephone number, or the premises where a licensed dog is kept, the keeper shall provide updated information to the Animal Control Officer in writing (including electronically) on a form approved by the City. The City may rely on the most recent information on file as the keeper’s last known address and notice mailed or posted to that address is effective for purposes of Section 5.20.040(D) and Section 5.20.040(F).
  
- D. Fee. City Council shall by resolution determine a dog license fee in such amount as it finds necessary to enable the City to carry out the provisions of this Chapter; provided, however, the fee for an unaltered dog shall be not less than \$25 in alignment with ORS 609.100.
  - 1. Reduced Fee. Subject to the State of Oregon’s mandatory minimum dog licensing fee limitations imposed on the City by ORS 609.100:
    - a. Spayed or Neutered Dogs. Spayed female or neutered male dogs may be licensed at a reduced fee to be determined by City Council resolution. Applicants for licenses at such a reduced fee shall present a certificate from a licensed veterinarian stating the dog to be licensed has been spayed or neutered.

- b. Elderly Persons. Any person 65 years of age or older may license their dogs at a reduced fee to be determined by City Council resolution. Any applicant intending to avail the exception described in this subsection shall file a written or emailed statement with the City Manager or designee showing the applicability of this reduction before submitting their license application.
  - c. Military. Any person who is a “veteran” or on “active duty”, as those terms are defined by 38 U.S.C. § 101(2) and (21), respectively (as may be amended or superseded), may license their dogs at a reduced fee to be determined by City Council resolution. Any applicant intending to avail the exception described in this subsection shall file a written or emailed statement with the City Manager or designee showing the applicability of this reduction before submitting their license application.
2. Fee Exception. No dog license fee shall be required for guide or service dogs trained to provide services to visually impaired persons or that is used as an assistance animal as defined in ORS 659A.143. Any applicant intending to avail the exception described in this subsection shall file a written or emailed statement with the City Manager or designee showing the applicability of this exception before submitting their license application.
- E. License Requirements. No dog license shall be issued or reissued unless the City, a veterinary medical facility, or its authorized contractor confirms the following requirements are satisfied:
- 1. Rabies Certificate. The applicant shall furnish a current Rabies Vaccination Certificate (including any medical exemption recorded under OAR 333-019-0017) for the dog.
  - 2. Fee Payment. The applicant shall pay the current applicable dog license fee established by City Council resolution.
  - 3. Complete Application. The applicant shall fully complete and submit a dog license application furnished by the City.
- F. Tags.
- 1. Generally. The City shall provide a license tag to the keeper of a licensed dog at the time of licensure. Keepers who lose their license tags shall apply to the City for a replacement license tag. City Council shall by resolution determine a license tag replacement fee.
  - 2. Display. The keeper of the licensed dog shall attach the license tag issued for the dog to a collar, which collar shall be worn by the dog at all times when the dog is off premises or otherwise not in the keeper’s physical control.

3. *Reissuance.* The license tag shall display an expiration date that does not exceed the dog's rabies vaccine coverage expiration by more than 2 months, as required by OAR 333-019-0019. If such coverage expires before the license term ends, the City shall reissue the keeper a license tag when the keeper furnishes a current Rabies Vaccination Certificate for the dog.

G. Veterinary Medical Facilities.

1. *Visits.* A person licensed or certified under ORS Chapter 686 working at, for, or on behalf of a veterinary medical facility shall, with respect to keepers of unlicensed dogs who are clients of that veterinary medical facility, and at or during the time of each dog's visit to that veterinary medical facility:
  - a. inform all keepers of the license requirements described in this Chapter and of the keeper's requirement to submit their completed license application to the City or a City-designated facility along with payment of the applicable fees to receive their license and license tag;
  - b. ensure the veterinary medical facility makes available to all keepers paper copies of the license application described in this Chapter and request them to complete the application during their visit to the veterinary medical facility if they keep an adult dog within The Dalles; and
  - c. ensure the veterinary medical facility conspicuously displays a City-provided informational poster that contains a quick-response code or URL directing keepers to a payment portal, an electronic version of the license application, and any other information the City deems appropriate.
2. *Reporting.* On or before January 15, April 15, July 15, and October 15 of each year, a person licensed or certified under ORS Chapter 686 working at, for, or on behalf of a veterinary medical facility shall, on behalf of that veterinary medical facility, send the Animal Control Officer a copy of each RVC issued during the preceding calendar quarter consistent with this subsection G(2).
  - a. *RVC Address.* The reporting obligation described in this subsection G(2) applies only to RVCs issued by that veterinary medical facility that show an address in The Dalles.
  - b. *Limited Use.* The City shall only use information and records reported pursuant to this subsection G(2) for the limited purposes of administering and enforcing this Chapter.
  - c. *Confidential Customer List.* Information contained in any RVC reported to the City pursuant to this subsection G(2) is deemed part of the veterinary medical facility's customer list and, to the extent permitted by the Oregon Public Records Law, shall not be disclosed by the City except to the following entities, each of

which shall maintain the confidence expressed herein:

- (1) the City's impounding humane society, Oregon Humane Society, or other nonprofit animal shelter;
  - (2) the local public health authority;
  - (3) physicians or emergency medical personnel treating a person who has been bitten, scratched, or otherwise potentially exposed to a zoonotic disease;
  - (4) licensed veterinarians or veterinary medical facilities treating an animal that has been bitten, scratched, or otherwise potentially exposed to a zoonotic disease; and
  - (5) federal, state, or local law-enforcement and prosecutorial agencies for their official purposes.
3. Licensing Opt-In. A person licensed or certified under ORS Chapter 686 working at, for, or on behalf of a veterinary medical facility may, on behalf of that veterinary medical facility, accept completed license applications, payment of the license fee, and issue a license, in which case that veterinary medical facility shall:
- a. notify the City Manager's Office in writing (including email) of that veterinary medical facility's intent to opt-in;
  - b. monthly remit all collected license fees to either the City or a City-designated facility;
  - c. have the opportunity to withhold an administrative fee the City Council may establish by resolution for its processing, acceptance, and issuance of licenses; and
  - d. be eligible to receive funding through participation in City-sponsored programs to assist the community in the health, care, and wellbeing of dogs (i.e., spay/neuter programs).
- H. Penalty for Licensing. The Animal Control Officer shall make educating any person suspected of violating this Section 5.20.030 of this Chapter's existence as their initial method of enforcement and to encourage their voluntary compliance. Violation of this Section 5.20.030 is a Class B violation punishable by a fine of up to \$1,000.00 per violation, with a presumptive fine of \$265.00 per violation consistent with ORS 153.019(1)(b).

#### **5.20.040. Impoundment.**

- A. Impoundment Authorized. The Animal Control Officer is authorized to impound any

dog found to be:

1. running at large;
2. unlicensed;
3. abandoned off premises;
4. unattended for 15 minutes while tethered or tied in or on a public right-of-way, including streets, alleys, sidewalks (including sidewalks immediately outside any business), and public trails;
5. responsible for biting a person or another animal; or
6. in the possession of a person subject to a criminal arrest where the arrest results in impoundment of the dog.

B. Impoundment Fee. A fee charged against the keeper of the dog who has been impounded shall be in the amount set by City Council resolution.

C. Impoundment Discretion. When authorized to impound any dog pursuant to subsection A, the Animal Control Officer shall have the discretion to either return the dog to its keeper (if known) or to impound it consistent with this Section. Nothing in this Section is intended to waive the Animal Control Officer's ability to issue citations for violations of this Chapter, including its licensing obligations. Nothing in this Section creates liability or waives any immunity, limitation, or defense available to the City or its officers under the Oregon Tort Claims Act, including discretionary-function immunity, or other applicable law.

D. Impoundment Notice.

1. Known Keeper. Whenever a dog is impounded under the authority of this Chapter, and the keeper of the dog is known, the Animal Control Officer shall give that person notice of the impoundment by regular mail to the keeper's last known address, by personal service, or by physically and conspicuously posting the notice at that address. The keeper of the dog shall have at least 5 days after receipt of the impound notice to either appeal the impoundment pursuant to subsection F or otherwise redeem the dog pursuant to subsection E; if the keeper fails to appeal or redeem the dog within that time, the dog may become the property of the impounding humane society or other nonprofit animal shelter and placed for adoption or humanely euthanized. For purposes of this subsection, "receipt" occurs upon personal service or conspicuous posting, or 3 days after mailing (whichever earliest).
2. Unknown Keeper. When a dog is impounded under the authority of this Chapter, and the keeper of the dog is unknown, the Animal Control Officer shall post a notice of

the impoundment on the City's website or social media or on its contractor's website or social media and provide a copy to the shelter where the dog is impounded to be kept in their public log book. The notice shall contain a general description of the impounded dog (showing breed, sex, color, and any markings) and shall designate a date not less than 3 days from the date of impoundment when the dog will be placed for adoption unless appealed pursuant to subsection F or otherwise redeemed pursuant to subsection E. If no appeal or redemption by the keeper of the described dog is made within the time fixed by the notice, the dog may become the property of the impounding humane society or other nonprofit animal shelter and placed for adoption or humanely euthanized.

E. Redemption. A keeper may redeem their impounded dog by furnishing reasonably satisfactory proof (such as photographs, a copy of the duly authorized license, etc.) the person is the dog's keeper to the impounding shelter and paying the:

1. impoundment fee;
2. impounding humane society or other nonprofit animal shelter's fees, charges, and penalties (as applicable);
3. dog license fee and rabies vaccination fees (as applicable); and
4. medical care fees (if medical care was required).

F. Impoundment Appeal.

1. Timely Appeals. Any keeper aggrieved by the Animal Control Officer's impoundment may file a written or emailed appeal so long as it is received by the City or the City-contracted impounding shelter within the time specified in subsection D; provided, however, if the keeper was unknown under subsection D(2), a person claiming to be the keeper may appeal before the dog's posted adoption date.
2. Hearing. The Municipal Court shall hold a hearing within 30 days from the date the City received the written or emailed appeal. The purpose of the hearing is to allow the appellant the opportunity to introduce evidence or testimony showing how the City acted inconsistent with this Chapter. The City shall also be entitled to present evidence or testimony related to the contested impoundment. The Municipal Judge shall consider all relevant evidence and testimony before determining whether the impoundment was consistent with this Chapter by a preponderance of the evidence.
3. Outcome. If the Municipal Judge determines the impoundment was consistent with this Chapter, the appellant shall be responsible for all charges and reasonable costs to the City arising from the impoundment and appeal. If the Municipal Judge determines the impoundment was inconsistent with this Chapter, the City shall be responsible for all charges and reasonable costs to the appellant arising from the

impoundment and appeal. The Municipal Court's decision is the City's final decision.

#### **5.20.050. Destroying Certain Dogs and Dog Bites.**

A. Destruction. A dog which is displaying obvious or classic symptoms of being rabid or so vicious that it cannot be impounded without risk to human safety and/or life, or which has incurred serious injuries warranting its destruction to prevent further suffering (for example, when a determination is made that medical treatment of the dog is not a viable option), may be summarily destroyed by the Animal Control Officer or a licensed veterinarian. Any humane destruction under this Section must comply with ORS 609.405 and applicable Oregon Health Authority administrative rules and, for suspected rabies, actions must be approved by the local public health authority.

B. Dog Bites.

1. Reports. Any person bitten by a dog shall immediately file a report with the local health officer as required by ORS 433.345 and with the Animal Control Officer. The report shall describe the bite, give a description of the dog, the time and circumstances of the bite, and the name and address of the dog's keeper (if known). The keeper of a dog that bites a person shall, as soon as they know or reasonably should know of the bite, immediately file a report with the Animal Control Officer and provide the time and circumstances of the bite and the name and address of the person bitten (if known).
2. Quarantine. Upon notice of a dog bite, the local public health authority will direct quarantine and the Animal Control Officer shall deliver written notice to the dog's keeper (if known), in which case the keeper is required to quarantine the dog for 10 days, either by:
  - a. preventing the dog from being in contact with any other animal or person; or
  - b. at the keeper's expense, quarantining the dog in a veterinary medical facility, local animal humane society, or a kennel approved by the City Manager or designee.
3. Special Rabies Consideration. If the dog exhibits symptoms of rabies, the keeper or any other person in possession of the dog shall handle or dispose of the dog pursuant to ORS 433.345.

#### **5.20.060. Dogs as a Public Nuisance.**

A. Public Nuisance Defined. A dog is a public nuisance when:

1. At-Large. It is found to be running at large or when it is shown to have escaped on-premises confinement at least 3 times in any 12-month period;

2. Chasing. When it chases persons or vehicles off premises;
  3. Damage. It damages or destroys property of persons other than its keeper;
  4. Disturbance. Disturbs any person by continuous annoyance. For purposes of determining whether a dog disturbs a person by continuous annoyance, a video and audio recording captured off premises and showcasing the dog's conduct as meeting this Chapter's definition of "continuous annoyance" shall be considered prima facie evidence of a dog as a public nuisance when the recording is submitted to the Animal Control Officer in connection with a complaint;
  5. Garbage. It scatters garbage off premises;
  6. Potentially Dangerous. Is a potentially dangerous dog, but is not a dangerous dog. In addition to this Chapter's other penalties and in accordance with ORS 609.990(6), the court may order dogs found to be potentially dangerous dogs to be killed in a humane manner after considering the factors described in ORS 609.093 and issuing written findings on those factors;
  7. Abandoned. It is found abandoned off premises;
  8. Carcass. Its carcass remains off premises for more than 24 hours from the time its keeper knew or should have known about its location;
  9. Public Health. It defecates off premises and its keeper does not immediately remove and appropriately discard the feces; or
  10. Sanitary Condition. Its keeper fails to maintain premises in a sanitary condition to such a degree that offensive odors connected with dogs can be detected from beyond the premises;
  11. Numerosity. The number of dogs kept on any premises is found to exceed the number allowed by this Chapter, in which case each dog on premises exceeding that number is considered a separate public nuisance;
- B. Prohibition. No person shall maintain a dog as a public nuisance.
- C. Penalty for Public Nuisance. Violation of subsection B when the underlying reason for classifying the dog as a public nuisance is described by subsection (A)(1) through (6) is a Class B violation punishable by a fine of up to \$1,000.00 per violation, with a presumptive fine of \$265.00 per violation consistent with ORS 153.019(1)(b). Convictions of all other violations of this Section 5.20.060 are punishable by a fine not to exceed the sum of \$500.00 and the presumptive fine is \$250.00. The court, in its discretion, may also order the removal of the dog from the city limits.

- D. Complaints. Consistent with ORS 609.095(4), any person who has cause to believe a keeper is maintaining a dog that is a public nuisance may complain, either orally or in writing, to the Animal Control Officer. The receipt of any complaint is sufficient cause for the Animal Control Officer to investigate the matter and determine whether the keeper of the dog is in violation of subsection B.

#### **5.20.070. Dangerous Dogs.**

- A. Maintaining Dangerous Dog. A person commits the offense of maintaining a dangerous dog if the person is the keeper of the dog and the person, with criminal negligence, fails to prevent the dog from:
1. without provocation and in an aggressive manner, inflicting serious physical injury on a person that does not result in death;
  2. acting as a potentially dangerous dog after having previously committed an act as a potentially dangerous dog that resulted in the keeper being found in violation of Section 5.20.060; or
  3. being used as a weapon in the commission of a crime.
- B. Penalty for Dangerous Dogs. Violation of this Section is a Class A violation punishable by a fine not exceeding \$2,000 (with a presumptive fine of \$440, consistent with ORS 153.019(1)(a)). Upon a finding of a violation of this Section, the Court may impose reasonable restrictions on the keeping of the dog to ensure public safety under ORS 609.990(6), including removal of the dog from the city limits. The court may also order the dog killed in a humane manner under ORS 609.990(6) after issuing written findings considering the factors described by ORS 609.093.

#### **5.20.080. Severability and State Law.**

- 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. State Law. The provisions of ORS 433.340 to 433.390 and ORS 609.015 to 609.105 and 609.115 (all as may be amended or superseded) are incorporated into this Chapter; in the event of an unreconcilable conflict between this Chapter and those provisions, state law controls.

#### **5.20.090. Enforcement.**

- A. Enforcement. This Chapter shall be enforced by the Animal Control Officer, The Dalles Police Department, the City Attorney's Office, and the Municipal Court. The Animal Control Officer may issue citations for violations of this Chapter using the Oregon Uniform Citation and Complaint cited to the Municipal Court.

- B. Interference. It is unlawful for any person to knowingly obstruct, hinder, or interfere in any way with the enforcement of this Chapter and any person convicted of such interference shall be subject to a fine not to exceed the sum of \$1,250.00 per violation.
  
- C. Entry onto Private Land. The Animal Control Officer may enter onto private property, including any building or dwelling, at any time with permission of the property owner or occupant and in the course of the Animal Control Officer's duties to or enforcement of the provisions of this Chapter. When permission to enter is not given by the property owner or occupant, the Animal Control Officer may obtain a warrant from the Municipal Court based on probable cause that a violation of the provisions of this Chapter exists, except that a warrant is not needed in cases of emergency, exigent circumstances, or any other constitutionally authorized warrant exception.

**5.20.100. Penalties.**

- A. For All Violations. Unless a more particular penalty for conviction of a violation of a specific provision or provisions of this Chapter is provided, any person convicted of any violation of this Chapter shall be subject to a fine not to exceed the sum of \$250.00 per violation.
  
- B. Applicable Fees and Charges. Any person convicted of any violation of this Chapter shall be subject to payment of all applicable fees or lawful charges imposed by City Council resolution, Wasco County, any impounding humane society or other nonprofit animal shelter, or veterinary medical facility connected with such violation.
  
- C. Restitution. Any person convicted of any violation of this Chapter shall be subject to, in the court's discretion, an order requiring restitution for damages (including for injuries).
  
- D. Municipal Court Authority. Any person convicted of any violation of this Chapter shall be subject to, in the court's discretion, any other remedy within its power. Each day a keeper fails to comply with a restriction or order imposed by the Municipal court under this Chapter is a separate offense.

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

**PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF DECEMBER, 2025,**

<b>Voting Yes</b>	Councilors:	_____
<b>Voting No</b>	Councilors:	_____
<b>Abstaining</b>	Councilors:	_____
<b>Absent</b>	Councilors:	_____

**AND APPROVED BY THE MAYOR THIS 8<sup>TH</sup> DAY OF DECEMBER, 2025.**

\_\_\_\_\_  
Richard A. Mays, Mayor

*ATTEST:*

\_\_\_\_\_  
Amie Ell, City Clerk

CHAPTER 5.20  
DOG CONTROL

**§5.20.010. Purpose, Intent, and Definitions.**

A. Purpose. This Chapter's purpose is to:

1. establish certain requirements for keeping dogs within the city limits and to prevent and address issues which might otherwise be associated with dogs in populated areas;
2. protect the public from personal injury and property damage arising from dog conduct;
3. support responsible and humane dog ownership; and
4. to abate nuisances, reduce risks from hazards, and support dog and public health, safety, and welfare.

B. Intent. This Chapter's intent is not limited to decreasing the chances of personal injury or property damage from bites or attacks but also includes:

1. minimizing opportunities for personal injuries, continuous annoyances, and property damage arising from dogs biting, scratching, lunging, chasing, knocking down, barking, running at large, and other similar conduct; and
2. supporting dog and public health, safety, and welfare by imposing reasonable requirements for keeping dogs within the city limits.

A.C. Definitions. As used in this Chapter, ~~except where the context indicates otherwise, the following words shall have the meaning ascribed to them in this section~~ terms (regardless of capitalization) and both their singular and plural and noun and verb forms, as applicable, mean the following:

1. ~~“Dog control officer”~~ “Abandoned” means ~~the dog control officer, consistent with ORS Chapter 167, any dog left without reasonable care, supervision, or the provision of minimum care in circumstances indicating an intent to permanently or indefinitely relinquish responsibility, or any dog left in conditions that present an immediate risk to the dog's health or public safety.~~
2. “Adult dog” means any dog having a set of permanent canine teeth or attaining the age of 6 months (whichever occurs first).
- 4.3. “Animal Control Officer” means the person holding the position of Animal Control Officer within The Dalles Police Department, a City Police Officer, ~~or,~~ City reserve Police Officer, Community Service Officer, and Codes Enforcement Officer, any

- other person designated by applicable law, or any person with whom the City enters into an agreement for the control of ~~dogs~~ animals within the city limits.
4. “Continuous annoyance” means a continuous annoyance, alarm, or disturbance lasting at least 10 minutes or in intermittent episodes spanning 10 total minutes in any 30-minute period, at any time of day, caused by repeated barking, whining, howling, or other similar sounds hearable beyond the boundary of a keeper’s real property or vehicle.
5. “Control of dog” means the dog is fully under the control of its keeper by being on a leash controlled by its keeper so that the dog may not unreasonably interfere with other persons or property (including animals).
6. “Dangerous dog” means a dog that:
- a. without provocation and in an aggressive manner, inflicts serious physical injury on a person or kills a person;
  - b. acts as a potentially dangerous dog after having previously committed an act as a potentially dangerous dog that resulted in the keeper being found in violation of Section 5.20.060; or
  - c. is used as a weapon in the commission of a crime.
7. “Keep” or “keeping” means owning, possessing, supervising, or otherwise having charge of a dog.
- ~~2.8.~~ “Keeper” means a person who owns, possesses, controls or otherwise has charge of a dog keeps a dog within the city limits, other than the Animal Control Officer or a:
- a. ~~A~~ licensed business primarily intended to obtain a profit from the kenneling, grooming, or sale of dogs;
  - b. ~~A~~ humane society or other nonprofit animal shelter;
  - c. ~~A~~ facility impounding dogs on behalf of the City; or
  - d. ~~A~~ veterinary medical facility.
9. “Leash” means any humane device constructed of rope, leather strap, chain, or other sturdy material not exceeding 8 feet in length and capable of being held in the hand of a person.
- ~~3.10.~~ “Menaces” means lunging, growling, snarling, or other behavior by a dog that would cause a reasonable person to fear for the ~~person’s~~ person’s safety.
- ~~4.11.~~ “Potentially dangerous dog” means a dog that:

- a. menaces a person without provocation and while not on premises ~~from which the keeper may lawfully exclude others, menaces a person~~;
- b. ~~Without provocation,~~ inflicts physical injury on a person that is less severe than a serious physical injury without provocation; or
- c. ~~Without provocation and while not on premises from which the keeper may lawfully exclude others,~~ inflicts physical injury on or kills a domestic animal (as defined ~~in~~by ORS 167.310) or livestock (as defined ~~in~~by ORS 609.125) without provocation and while not on premises.

12. "Premises" means real property from which a keeper may lawfully exclude others.

13. "Rabies Vaccination Certificate" or "RVC" means the evidence of rabies inoculation (or of a veterinarian-certified medical contraindication to inoculation) issued and signed on the form prescribed by the Oregon Health Authority under ORS 433.370 and OAR 333-019-0017.

5.14. "Running at large" means that a dog is off ~~or outside of the premises belonging to the person having the control, custody or possession of the dog while the dog is not under the~~ and the keeper has no control of ~~the keeper~~dog, except if the dog is:

- a. within the bounds of any lawfully established off-leash dog area or park;
- ~~a.b.~~ being used to legally hunt, chase, or tree wildlife while under the supervision of ~~the~~its keeper;
- ~~b.c.~~ being used to control or protect livestock or for other activities directly related to agriculture; or
- ~~c.d.~~ within any part of a vehicle.

6.15. "Serious physical injury" has the meaning given that term ~~in~~by ORS 161.015.

16. § "Veterinary medical facility" has the meaning given that term by OAR 875-005-0005(15), located within the city limits.

#### **5.20.020. Enforcement.**

It is the duty ~~Number~~ **Number** of the dog control officer to enforce the provisions of this chapter. ~~Dogs.~~

#### **§ 5.20.030. Licensing.**

- A. Every person keeping a dog which has a set of permanent canine teeth or which has attained the age of six months, whichever event occurs first, shall, not later than March 1st of each Numerosity. For purposes of this Section, to "keep" a dog is to be its keeper continuously for at least 14 days or for more than 30 days in any 60-day period. Nothing

in this Section addresses “kennels” or “breeding kennels”, which are defined and regulated under TDMC Title 10 (*Land Use and Development*).

1. *Maximum Adult Dogs*. No person shall keep more than 4 adult dogs on their single-family dwelling premises. No person shall keep more than 2 adult dogs on their duplex, multifamily, and all other types of dwelling premises.
2. *Breeding Dogs*. No person shall keep more than 1 adult female dog for breeding purposes in any dwelling.
3. *Non-Adult Dogs*. Any person may keep any number of dogs that are aged up to 6 months.

B. *Nonconforming Dogs*.

1. *Defined*. Notwithstanding subsection A(1) and (2), each adult dog that was kept on premises in excess of the limits described by subsection A(1) and (2) at any dwelling on the premises on or before the effective date of General Ordinance No. 25-1421 is a nonconforming dog.
2. *Declaration*. The keeper of any nonconforming dog shall file a *Nonconforming Dog Declaration* with the Animal Control Officer within 60 days from the effective date of General Ordinance No. 25-1421 to continue keeping it. The declaration shall identify the premises by address and each such dog by name, breed, description, and any microchip or veterinary identifier. The City may require reasonably satisfactory proof the listed dogs were kept on the premises before the effective date of General Ordinance No. 25-1421. The City Manager may adopt forms and administrative rules to implement this subsection.
3. *Licensing and Continuation*. Each dog listed on a timely filed and approved *Nonconforming Dog Declaration* must be licensed under Section 5.20.030 no later than July 1, 2026, and may continue to be kept on premises while it is continuously kept by the same keeper within the city limits. A keeper moving to new premises within the city limits does not (by itself) terminate nonconforming status so long as the keeper updates the Animal Control Officer in writing of the changed address within 30 days following the move.
4. *Termination*. A nonconforming dog may not be replaced. As nonconforming dogs cease, the number of dogs kept on the premises shall be reduced by attrition until it complies with subsection A(1) and (2). Nonconforming status for a specific dog terminates upon the earliest of:
  - a. the date the dog deceases;
  - b. the date the dog is transferred to another person;

c. failure to obtain by July 1, 2026, (or thereafter timely renew it) a license under Section 5.20.030; or

d. failure to timely update an in-City address under subsection B(3).

5. Nonconforming Offspring. The offspring of a nonconforming dog is not itself a nonconforming dog. The offspring of a nonconforming dog is a public nuisance subject to abatement pursuant to this Chapter upon becoming an adult dog.

C. Accommodations. Nothing in this Section limits reasonable accommodations for assistance animals as required by Oregon or federal law.

### **5.20.030. Licensing.**

A. License Required. No keeper shall keep an adult dog within the city limits without obtaining and maintaining a dog license issued pursuant to this Section by July 1, 2026. For purposes of this Section, “keeper” includes any person who keeps one or more adult dogs on premises for reproduction.

B. License Term. The City shall issue dog licenses for one-, two-, or three-year, or terms; provided, however, the selected term may not extend the license expiration beyond a date that is two months after the dog’s current rabies vaccination coverage expires, as shown on the dog’s current Rabies Vaccination Certificate and as required by OAR 333-019-0019.

C. Timing and Validity.

1. Timing. Any person intending to keep an adult dog shall obtain a dog license issued pursuant to this subsection within 30 days from the date the person becomes the keeper of the adult dog, ~~obtain a~~ or by July 1, 2026 (whichever occurs later).

2. Validity. A change of address within the city limits does not affect license for the validity. Consistent with ORS 609.100(6), a dog by paying license issued by this Chapter is valid in any Oregon county or city during its term.

3. Changed Contact Information. Within 30 days after changing a mailing address, email address, telephone number, or the premises where a licensed dog is kept, the keeper shall provide updated information to the Animal Control Officer in writing (including electronically) on a form approved by the City. The City may rely on the most recent information on file as the keeper’s last known address and notice mailed or posted to that address is effective for purposes of Section 5.20.040(D) and Section 5.20.040(F).

D. Fee. City Council shall by resolution determine a dog license fee in such amount as it finds necessary to enable the City to carry out the provisions of this Chapter; provided, however, the fee for an unaltered dog shall be not less than \$25 in alignment with ORS

609.100.

1. *Reduced Fee.* Subject to the State of Oregon’s mandatory minimum dog licensing fee limitations imposed on the City by ORS 609.100:

a. *Spayed or Neutered Dogs.* Spayed female or neutered male dogs may be licensed at a reduced fee to be determined by City Council resolution. Applicants for licenses at such a reduced fee shall present a certificate from a licensed veterinarian stating the dog to be licensed has been spayed or neutered.

b. *Elderly Persons.* Any person 65 years of age or older may license their dogs at a reduced fee to be determined by City Council resolution. Any applicant intending to avail the exception described in this subsection shall file a written or emailed statement with the City Manager or designee showing the applicability of this reduction before submitting their license application.

c. *Military.* Any person who is a “veteran” or on “active duty”, as those terms are defined by 38 U.S.C. § 101(2) and (21), respectively (as may be amended or superseded), may license their dogs at a reduced fee to be determined by City Council resolution. Any applicant intending to avail the exception described in this subsection shall file a written or emailed statement with the City Manager or designee showing the applicability of this reduction before submitting their license application.

2. *Fee Exception.* No dog license fee shall be required for guide or service dogs trained to provide services to visually impaired persons or that is used as an assistance animal as defined in ORS 659A.143. Any applicant intending to avail the exception described in this subsection shall file a written or emailed statement with the City Manager or designee showing the applicability of this exception before submitting their license application.

E. *License Requirements.* No dog license shall be issued or reissued unless the City, a veterinary medical facility, or its authorized contractor confirms the following requirements are satisfied:

1. *Rabies Certificate.* The applicant shall furnish a current Rabies Vaccination Certificate (including any medical exemption recorded under OAR 333-019-0017) for the dog.

2. *Fee Payment.* The applicant shall pay the current applicable dog license fee established by ~~Wasco County,~~ City Council resolution.

3. *Complete Application.* The applicant shall fully complete and ~~furnish~~ submit a current certificate dog license application furnished by the City.

F. *Tags.*

1. Generally. The City shall provide a license tag to the keeper of rabies inoculation licensed dog at the time of licensure. Keepers who lose their license tags shall apply to the City for the dog replacement license tag. City Council shall by resolution determine a license tag replacement fee.

2. Display. The keeper of the licensed dog shall attach the license tag issued for the dog to a collar, which collar shall be worn by the dog at all times when the dog is off premises or otherwise not in the immediate possession of the keeper of the dogkeeper's physical control.

**§ 5.20.040. Impounding of Dogs.**

3. Reissuance. The license tag shall display an expiration date that does not exceed the dog's rabies vaccine coverage expiration by more than 2 months, as required by OAR 333-019-0019. If such coverage expires before the license term ends, the City shall reissue the keeper a license tag when the keeper furnishes a current Rabies Vaccination Certificate for the dog.

G. Veterinary Medical Facilities.

1. Visits. A person licensed or certified under ORS Chapter 686 working at, for, or on behalf of a veterinary medical facility shall, with respect to keepers of unlicensed dogs who are clients of that veterinary medical facility, and at or during the time of each dog's visit to that veterinary medical facility:

- a. inform all keepers of the license requirements described in this Chapter and of the keeper's requirement to submit their completed license application to the City or a City-designated facility along with payment of the applicable fees to receive their license and license tag;
- b. ensure the veterinary medical facility makes available to all keepers paper copies of the license application described in this Chapter and request them to complete the application during their visit to the veterinary medical facility if they keep an adult dog within The Dalles; and
- c. ensure the veterinary medical facility conspicuously displays a City-provided informational poster that contains a quick-response code or URL directing keepers to a payment portal, an electronic version of the license application, and any other information the City deems appropriate.

2. Reporting. On or before January 15, April 15, July 15, and October 15 of each year, a person licensed or certified under ORS Chapter 686 working at, for, or on behalf of a veterinary medical facility shall, on behalf of that veterinary medical facility, send the Animal Control Officer a copy of each RVC issued during the preceding calendar quarter consistent with this subsection G(2).

a. RVC Address. The reporting obligation described in this subsection G(2) applies

only to RVCs issued by that veterinary medical facility that show an address in The Dalles.

- b. Limited Use. The City shall only use information and records reported pursuant to this subsection G(2) for the limited purposes of administering and enforcing this Chapter.
- c. Confidential Customer List. Information contained in any RVC reported to the City pursuant to this subsection G(2) is deemed part of the veterinary medical facility's customer list and, to the extent permitted by the Oregon Public Records Law, shall not be disclosed by the City except to the following entities, each of which shall maintain the confidence expressed herein:
  - (1) the City's impounding humane society, Oregon Humane Society, or other nonprofit animal shelter;
  - (2) the local public health authority;
  - (3) physicians or emergency medical personnel treating a person who has been bitten, scratched, or otherwise potentially exposed to a zoonotic disease;
  - (4) licensed veterinarians or veterinary medical facilities treating an animal that has been bitten, scratched, or otherwise potentially exposed to a zoonotic disease; and
  - (5) federal, state, or local law-enforcement and prosecutorial agencies for their official purposes.
- 3. Licensing Opt-In. A person licensed or certified under ORS Chapter 686 working at, for, or on behalf of a veterinary medical facility may, on behalf of that veterinary medical facility, accept completed license applications, payment of the license fee, and issue a license, in which case that veterinary medical facility shall:
  - a. notify the City Manager's Office in writing (including email) of that veterinary medical facility's intent to opt-in;
  - b. monthly remit all collected license fees to either the City or a City-designated facility;
  - c. have the opportunity to withhold an administrative fee the City Council may establish by resolution for its processing, acceptance, and issuance of licenses; and
  - d. be eligible to receive funding through participation in City-sponsored programs to assist the community in the health, care, and wellbeing of dogs (i.e., spay/neuter programs).

H. Penalty for Licensing. The Animal Control Officer shall make educating any person suspected of violating this Section 5.20.030 of this Chapter's existence as their initial method of enforcement and to encourage their voluntary compliance. Violation of this Section 5.20.030 is a Class B violation punishable by a fine of up to \$1,000.00 per violation, with a presumptive fine of \$265.00 per violation consistent with ORS 153.019(1)(b).

**5.20.040. Impoundment.**

A. Impoundment Authorized. The Animal Control Officer is authorized to impound any dog found to be:

1. running at large ~~or that is found to be~~;
  2. unlicensed;
  3. abandoned off premises;
  4. unattended for 15 minutes while tethered or tied in or on a public right-of-way, including streets, alleys, sidewalks (including sidewalks immediately outside any business), and public trails;
  5. any dog responsible for biting a person or another animal; or
6. in the possession of a person subject to a criminal arrest where the arrest results in impoundment of the dog.

B. § Impoundment Fee. A fee charged against the keeper of the dog who has been impounded shall be in the amount set by City Council resolution.

C. Impoundment Discretion. When authorized to impound any dog pursuant to subsection A, the Animal Control Officer shall have the discretion to either return the dog to its keeper (if known) or to impound it consistent with this Section. Nothing in this Section is intended to waive the Animal Control Officer's ability to issue citations for violations of this Chapter, including its licensing obligations. Nothing in this Section creates liability or waives any immunity, limitation, or defense available to the City or its officers under the Oregon Tort Claims Act, including discretionary-function immunity, or other applicable law.

D. Impoundment Notice.

1. Known Keeper. Whenever a dog is impounded under the authority of this Chapter, and the keeper of the dog is known, the Animal Control Officer shall give that person notice of the impoundment by regular mail to the keeper's last known address, by personal service, or by physically and conspicuously posting the notice

- at that address. The keeper of the dog shall have at least 5 days after receipt of the impound notice to either appeal the impoundment pursuant to subsection F or otherwise redeem the dog pursuant to subsection E; if the keeper fails to appeal or redeem the dog within that time, the dog may become the property of the impounding humane society or other nonprofit animal shelter and placed for adoption or humanely euthanized. For purposes of this subsection, “receipt” occurs upon personal service or conspicuous posting, or 3 days after mailing (whichever earliest).
2. *Unknown Keeper.* When a dog is impounded under the authority of this Chapter, and the keeper of the dog is unknown, the Animal Control Officer shall post a notice of the impoundment on the City’s website or social media or on its contractor’s website or social media and provide a copy to the shelter where the dog is impounded to be kept in their public log book. The notice shall contain a general description of the impounded dog (showing breed, sex, color, and any markings) and shall designate a date not less than 3 days from the date of impoundment when the dog will be placed for adoption unless appealed pursuant to subsection F or otherwise redeemed pursuant to subsection E. If no appeal or redemption by the keeper of the described dog is made within the time fixed by the notice, the dog may become the property of the impounding humane society or other nonprofit animal shelter and placed for adoption or humanely euthanized.
- E. *Redemption.* A keeper may redeem their impounded dog by furnishing reasonably satisfactory proof (such as photographs, a copy of the duly authorized license, etc.) the person is the dog’s keeper to the impounding shelter and paying the:
1. *impoundment fee;*
  2. *impounding humane society or other nonprofit animal shelter’s fees, charges, and penalties (as applicable);*
  3. *dog license fee and rabies vaccination fees (as applicable); and*
  4. *medical care fees (if medical care was required).*
- F. *Impoundment Appeal.*
1. *Timely Appeals.* Any keeper aggrieved by the Animal Control Officer’s impoundment may file a written or emailed appeal so long as it is received by the City or the City-contracted impounding shelter within the time specified in subsection D; provided, however, if the keeper was unknown under subsection D(2), a person claiming to be the keeper may appeal before the dog’s posted adoption date.
  2. *Hearing.* The Municipal Court shall hold a hearing within 30 days from the date the City received the written or emailed appeal. The purpose of the hearing is to allow

the appellant the opportunity to introduce evidence or testimony showing how the City acted inconsistent with this Chapter. The City shall also be entitled to present evidence or testimony related to the contested impoundment. The Municipal Judge shall consider all relevant evidence and testimony before determining whether the impoundment was consistent with this Chapter by a preponderance of the evidence.

3. Outcome. If the Municipal Judge determines the impoundment was consistent with this Chapter, the appellant shall be responsible for all charges and reasonable costs to the City arising from the impoundment and appeal. If the Municipal Judge determines the impoundment was inconsistent with this Chapter, the City shall be responsible for all charges and reasonable costs to the appellant arising from the impoundment and appeal. The Municipal Court's decision is the City's final decision.

#### **5.20.050. Destroying Certain Dogs and Dog Bites.**

- A. Destruction. A dog which is displaying obvious or classic symptoms of being rabid or so vicious that it cannot be impounded without risk to human safety and/or life, or which has incurred serious injuries warranting its destruction to prevent further suffering (for example, when a determination is made that medical treatment of the dog is not a viable option), may be summarily destroyed by the ~~dog~~Animal Control Officer or ~~by any police officer of the City, or by~~ a licensed veterinarian. Any humane destruction under this Section must comply with ORS 609.405 and applicable Oregon Health Authority administrative rules and, for suspected rabies, actions must be approved by the local public health authority.

#### B. ~~§~~Dog Bites.

1. Reports. Any person bitten by a dog shall immediately file a report with the local health officer as required by ORS 433.345 and with the Animal Control Officer. The report shall describe the bite, give a description of the dog, the time and circumstances of the bite, and the name and address of the dog's keeper (if known). The keeper of a dog that bites a person shall, as soon as they know or reasonably should know of the bite, immediately file a report with the Animal Control Officer and provide the time and circumstances of the bite and the name and address of the person bitten (if known).
2. Quarantine. Upon notice of a dog bite, the local public health authority will direct quarantine and the Animal Control Officer shall deliver written notice to the dog's keeper (if known), in which case the keeper is required to quarantine the dog for 10 days, either by:
- a. preventing the dog from being in contact with any other animal or person; or
  - b. at the keeper's expense, quarantining the dog in a veterinary medical facility, local animal humane society, or a kennel approved by the City Manager or

designee.

3. Special Rabies Consideration. If the dog exhibits symptoms of rabies, the keeper or any other person in possession of the dog shall handle or dispose of the dog pursuant to ORS 433.345.

**5.20.060. Dogs as a Public Nuisance.**

A. Public Nuisance Defined. A dog is a public nuisance ~~if~~ when:

1. At-Large. It is found to be running at large or when ~~it~~ is shown to have escaped on-premises confinement at least 3 times in any 12-month period;
2. Chasing. When it chases persons or vehicles ~~on premises other than~~ off premises from which the keeper of the dog may lawfully exclude others;
3. Damage. It damages or destroys property of persons other than ~~the~~ its keeper ~~of the dog;~~
4. Disturbance. Disturbs any person by continuous annoyance. For purposes of determining whether a dog disturbs a person by continuous annoyance, a video and audio recording captured off premises and showcasing the dog’s conduct as meeting this Chapter’s definition of “continuous annoyance” shall be considered prima facie evidence of a dog as a public nuisance when the recording is submitted to the Animal Control Officer in connection with a complaint;
- ~~4.5. Garbage.~~ It scatters garbage ~~on premises other than~~ off premises from which the keeper of the dog may lawfully exclude others;
- ~~5. Trespasses on private property of persons other than the keeper of the dog;~~
- ~~6. Disturbs any person by frequent or prolonged noise;~~
- ~~7. Is running at large as defined in Section 5.20.010 upon any public street, highway or public place, or upon private property owned by a person or persons other than the keeper of the dog within the corporate limits of the City; or~~
6. Potentially Dangerous. Is a potentially dangerous dog, but is not a dangerous dog. In addition to this Chapter’s other penalties and in accordance with ORS 609.990(6), the court may order dogs found to be potentially dangerous dogs to be killed in a humane manner after considering the factors described in ORS 609.093 and issuing written findings on those factors;
7. Abandoned. It is found abandoned off premises;
8. Carcass. Its carcass remains off premises for more than 24 hours from the time its

keeper knew or should have known about its location;

9. *Public Health.* It defecates off premises and its keeper does not immediately remove and appropriately discard the feces; or

10. *Sanitary Condition.* Its keeper fails to maintain premises in a sanitary condition to such a degree that offensive odors connected with dogs can be detected from beyond the premises;

11. *Numerosity.* The number of dogs kept on any premises is found to exceed the number allowed by this Chapter, in which case each dog on premises exceeding that number is considered a separate public nuisance;

B. *Prohibition.* No person shall maintain a dog as defined in a public nuisance.

C. *Penalty for Public Nuisance.* Violation of subsection B when the underlying reason for classifying the dog as a public nuisance is described by subsection (A)(1) through (6) is a Class B violation punishable by a fine of up to \$1,000.00 per violation, with a presumptive fine of \$265.00 per violation consistent with ORS 153.019(1)(b). Convictions of all other violations of this Section 5.20.060 are punishable by a fine not to exceed the sum of \$500.00 and the presumptive fine is \$250.00. The court, in its discretion, may also order the removal of the dog from the city limits.

D. *Complaints.* Consistent with ORS 609.095(4), any person who has cause to believe a keeper is maintaining a dog that is a public nuisance may complain, either orally or in writing, to the Animal Control Officer. The receipt of any complaint is sufficient cause for the Animal Control Officer to investigate the matter and determine whether the keeper of the dog is in violation of subsection B.

**5.20.070** ~~of this chapter.~~ **Dangerous Dogs.**

~~B. Maintaining a dog that is a public nuisance is a violation.~~

**§ 5.20.070. Maintaining a Dangerous Dog.**

~~7.1. As used in this section, the term “Dangerous dog” means a dog that:~~

~~A. Without provocation and in an aggressive manner inflicts serious physical injury, as defined in ORS 161.015, on a person or kills a person;~~

~~a. Acts as a potentially dangerous dog, as defined in Section 5.20.010, after having previously committed an act as a potentially dangerous dog that resulted in the keeper being found in violation of Section 5.20.060; or~~

~~b. is used as a weapon in the commission of a crime.~~

A. A person commits the offense of maintaining a dangerous dog if the person is the

keeper of the dog and the person, with criminal negligence, fails to prevent the dog from engaging in act described in subsection A, B, or C of this section.:

**§ 5.20.080. Impoundment Regulations.**

- ~~A. Whenever a dog is impounded under the authority of Section 5.20.040 of this chapter, and the keeper of the dog is known, that person shall be given notice of the impoundment by personal service or by mailing the notice by regular mail, to the keeper's last known address. The keeper of the dog shall have at least five days from the date of impoundment to claim the dog, and pay the redemption fee and all other applicable fees, including, but not limited to, fees for licensing and rabies shots, established by any applicable City of The Dalles or Wasco County Animal Control ordinance, and if the keeper fails to claim the dog within such time and pay the appropriate fees, the dog may be placed for adoption.~~
- ~~B. When a dog is impounded under the authority of Section 5.20.040, and the keeper of the dog is unknown, a notice shall be posted by the dog control officer in two public places in the City, and a copy of the notice shall be provided to the shelter where the animal is impounded to be kept in their public log book. The notice shall contain a general description of the impounded dog, showing breed, sex, color, and any markings, and shall designate the date upon the described dog will be placed for adoption unless otherwise claimed and redeemed. Such date shall not be less than three days after the date of impoundment. If no claim or redemption by the keeper of the described dog is made within the time fixed by the notice, the dog may be placed for adoption.~~

- 1. § 5.20.090, without provocation and in an aggressive manner, inflicting serious physical injury on a person that does not result in death;
- 2. acting as a potentially dangerous dog after having previously committed an act as a potentially dangerous dog that resulted in the keeper being found in violation of Section 5.20.060; or
- 3. being used as a weapon in the commission of a crime.

B. Penalty for Dangerous Dogs. Violation of this Section is a Class A violation punishable by a fine not exceeding \$2,000 (with a presumptive fine of \$440, consistent with ORS 153.019(1)(a)). Upon a finding of a violation of this Section, the Court may impose reasonable restrictions on the keeping of the dog to ensure public safety under ORS 609.990(6), including removal of the dog from the city limits. The court may also order the dog killed in a humane manner under ORS 609.990(6) after issuing written findings considering the factors described by ORS 609.093.

**5.20.080. Severability and State Law.**

- 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. State Law. The provisions of ORS 433.340 to 433.390 and ORS 609.015 to 609.105 and 609.115 (all as may be amended or superseded) are incorporated into this Chapter; in the event of an unreconcilable conflict between this Chapter and those provisions, state law

controls.

**5.20.090. Enforcement.**

A. Enforcement. This Chapter shall be enforced by the Animal Control Officer, The Dalles Police Department, the City Attorney’s Office, and the Municipal Court. The Animal Control Officer may issue citations for violations of this Chapter using the Oregon Uniform Citation and Complaint cited to the Municipal Court.

**Interference with Officers.**

. It is unlawful for any person to knowingly obstruct, hinder, or interfere in any way with the dog control officer or with any police officer of the City engaged in seizing or impounding any dog under the authority of Section 5.20.040.

**§ enforcement of this Chapter and ~~5.20.100. Penalties.~~**

~~A.—any person convicted of a violation of Section 5.20.090 shall be subject to imprisonment for not more than six months or a fine not to exceed the sum of \$1,000.00, or both.~~

~~B.—Any person convicted of a violation of Section 5.20.060 shall be subject to a fine not to exceed the sum of \$500.00; and the court, in its discretion, may also order the removal of the dog from the City of The Dalles; restitution for damages; or any other remedy within the power of the court.~~

~~A.B. Any person convicted of a violation of Section 5.20.070, such interference shall be subject to a fine not to exceed the sum of \$1,000.00; and the court, in its discretion, may also order the removal of the dog from the City of The Dalles; or order that the dog be destroyed which order shall specifically authorize the dog to be destroyed by the dog control officer; provide for restitution for damages; or for any other remedy within the power of the court 250.00 per violation.~~

C. Entry onto Private Land. The Animal Control Officer may enter onto private property, including any building or dwelling, at any time with permission of the property owner or occupant and in the course of the Animal Control Officer’s duties to or enforcement of the provisions of this Chapter. When permission to enter is not given by the property owner or occupant, the Animal Control Officer may obtain a warrant from the Municipal Court based on probable cause that a violation of the provisions of this Chapter exists, except that a warrant is not needed in cases of emergency, exigent circumstances, or any other constitutionally authorized warrant exception.

**5.20.100. Penalties.**

~~C.—Any person who has a dog impounded under the authority provided in Section 5.20.040 of this chapter shall pay the impound fees and all other applicable fees, including, but not limited to, fees for licensing and rabies shots, in accordance with any applicable City of The Dalles or Waseo County Animal Control Ordinance before the dog will be released to the dog's owner.~~

~~Any person who is convicted of a violation of Section 5.20.030~~

A. For All Violations. Unless a more particular penalty for conviction of a violation of a

specific provision or provisions of this Chapter is provided, any person convicted of any violation of this Chapter shall be subject to a fine not to exceed the sum of \$50250.00- per violation.

B. Applicable Fees and Charges. Any person convicted of any violation of this Chapter shall be subject to payment of all applicable fees or lawful charges imposed by City Council resolution, Wasco County, any impounding humane society or other nonprofit animal shelter, or veterinary medical facility connected with such violation.

C. Restitution. Any person convicted of any violation of this Chapter shall be subject to, in the court’s discretion, an order requiring restitution for damages (including for injuries).

D. Municipal Court Authority. Any person convicted of any violation of this Chapter shall be subject to, in the court’s discretion, any other remedy within its power. Each day a keeper fails to comply with a restriction or order imposed by the Municipal court under this Chapter is a separate offense.

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

PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF DECEMBER, 2025,

Voting Yes Councilors:

Voting No Councilors:

Abstaining Councilors:

Absent Councilors:

AND APPROVED BY THE MAYOR THIS 8<sup>TH</sup> DAY OF DECEMBER, 2025.

Richard A. Mays, Mayor

ATTEST:

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Amie Ell, City Clerk