

AGENDA**REGULAR CITY COUNCIL MEETING****APRIL 13, 2026****5:30 p.m.****CITY HALL COUNCIL CHAMBER****313 COURT STREET****&****LIVE STREAMED****https://www.thedalles.org/Live_Streaming**

To speak online, register with the City Clerk no later than noon the day of the council meeting. When registering include: your full name, city of residence, and the topic you will address.

Upon request, the City will make a good faith effort to provide an interpreter for the deaf or hard of hearing at regular meetings if given 48 hours' notice. To make a request, please contact the City Clerk and provide your full name, sign language preference, and any other relevant information.

Contact the City Clerk at (541) 296-5481 ext. 1119 or amell@ci.the-dalles.or.us.

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. PRESENTATIONS/PROCLAMATIONS
 - A. Law Enforcement Assisted Diversion (LEAD) Program
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

CITY OF THE DALLES**"Serving The Dalles with safety, transparency, and care"**

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 March 23, 2026 Regular City Council Meeting Minutes
- B. Resolution No 26-014 Concurring with the Mayor’s Appointments to the Urban Renewal Budget Committee
- C. Resolution No. 26-015 Assessing the Real Property Located at 909 Bridge Street the Cost of Nuisance Abatement

10. CONTRACT REVIEW BOARD ACTIONS

- A. Contract No. 2026-004 Federal Street Plaza Project to Ajax Northwest LLC

11. ACTION ITEMS

- A. General Ordinance No. 26-1427 Amending Certain Provisions of TDMC Chapter 5.20 (Dog Control) for Administrative Clarity
- B. Resolution No. 26-013 Amending the City Fee Schedule (Effective April 14, 2026)

12. EXECUTIVE SESSIONS

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

In accordance with ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

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

13. ADJOURNMENT

Prepared by/
Amie Ell, City Clerk



PRESENTATION

AGENDA LOCATION: Item #5A

MEETING DATE: April 13, 2026

TO: Honorable Mayor and City Council

PRESENTORS: Rebecca Schilling, LEAD Columbia Gorge Program Manager

TOPIC: Law Enforcement Assisted Diversion (LEAD) Program

ATTACHMENTS:

- A. LEAD Program Presentation Slides



LEAD Program

The Dalles City Council

April 13, 2026



LEAD Overview

- ▶ What it is
 - ▶ A public safety and community health approach that redirects people who commit low-level, non-violent offenses to services instead of jail

- ▶ How it works
 - ▶ Law enforcement and community partners connect individuals to a navigator for housing, treatment, and support

- ▶ Why it matters
 - ▶ Reduces repeat offenses, addresses root causes, and builds trust between law enforcement and the community

Behavioral Health Deflection Grant

- ▶ FY23-25
 - ▶ Remaining funds returned to the state based on grant agreement
 - ▶ Total returned \$125,821.97
 - ▶ Placed in an account earning interest, not to return directly to our program

- ▶ FY25-FY27 Biennium Rules
 - ▶ Based on projections and narratives
 - ▶ 27 of the 36 counties in Oregon elected to do a deflection program
 - ▶ This allowed the state to provide more funding to counties, this did NOT increase our award amount
 - ▶ Hood River/Wasco County approved for floor amount
 - ▶ 150k per county / per year = 600k total
 - ▶ This amount limits LEAD's ability to hire another team member, we have two team members currently

- ▶ We have Hood River County Opioid Settlement Funds to help cover the cost of LEAD program
 - ▶ This funding is finite and must be utilized within five years of receipt
 - ▶ Current amount allocated to deflection, \$15,527.43, more to come

- ▶ FY27-FY29 Biennium Rules Change
 - ▶ This grant cycle will be competitive, and LEAD is already on a path that is likely to get more funding, however this does not help us over the next two years

Program Status

- ▶ Received 76 referrals since March 2025
 - ▶ Diverted to other services: 7
 - ▶ New Participants Enrolled in LEAD: 13
 - ▶ Total Active Participants: 4
 - ▶ Alumni: 6 (*Alumni are participants who have completed their engagement with LEAD case management and transitioned out of active services based on individual progress and stability.*)

Total of 24 individuals either being diverted or have been diverted from the criminal justice system as of 04/02/2026

FY25-FY27 LEAD Referral Projections

- Total eligible (all pathways)
433
- Total enrolled (all pathways)
50
- Current Capacity for Enrolled Participants
15-20

Pathway Type		Total
Self-Referral	Individuals eligible for deflection based on local criteria	52
	Individuals entered into deflection	1
Active Outreach	Individuals eligible for deflection based on local criteria	79
	Individuals entered into deflection	10
Naloxone Plus	Individuals eligible for deflection based on local criteria	27
	Individuals entered into deflection	6
First Responder and Officer Referral	Individuals eligible for deflection based on local criteria	178
	Individuals entered into deflection	22
Officer Intervention	Individuals eligible for deflection based on local criteria	97
	Individuals entered into deflection	11

New Initiatives

- ▶ Launched Local Website
 - ▶ LEAD Columbia Gorge
 - ▶ Represents both Hood River County and Wasco County
- ▶ Built system that tracks hours spent on outreach and community interactions
 - ▶ We will need this to be more competitive in the next grant biennium
- ▶ Developing metrics for \$ and time saved for;
 - ▶ Personnel Time Savings (i.e., LE, dispatch, court staff, probation, etc.)
 - ▶ Booking/Jail Intake
 - ▶ Emergency & Crisis System Use
 - ▶ Exploring more program funding opportunities for staffing

Website & Metrics

- ▶ LEAD Website Public Data
 - ▶ Which metrics are most valuable to the council? (e.g., law enforcement diversions, participants enrolled in case management, service referrals)
 - ▶ Email Rebecca at rschilling@hoodrivercounty.gov





Questions & Answers



AGENDA STAFF REPORT

AGENDA LOCATION: Item #9 A - C

MEETING DATE: April 13, 2026

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 March 23, 2026 Regular City Council meeting minutes.

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the March 23, 2026 Regular City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: Review and approve the minutes of the March 23, 2026 Regular City Council meeting minutes.

- B. **ITEM:** Resolution No 26-014 Concurring with the Mayor's Appointments to the Urban Renewal Budget Committee

BUDGET IMPLICATIONS: None.

SYNOPSIS: The Mayor reviewed the applications, met with Kasie Cook and liz lieberg, and recommends their appointments Urban Renewal Budget Committee.

RECOMMENDATION: City Council concurs with the Mayor's appointments to the Urban Renewal Budget Committee and approves Resolution No. 26-014.

- C. **ITEM:** Resolution No. 26-015 Assessing the Real Property Located at 909 Bridge Street the Cost 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. 26-015 assessing real property for the cost of abatement.

MINUTES

CITY COUNCIL MEETING
COUNCIL CHAMBER, CITY HALL
MARCH 23, 2026
5:30 p.m.

VIA ZOOM/ IN PERSON

PRESIDING: Mayor Richard Mays

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

COUNCIL PRESENT: Tim McGlothlin

STAFF PRESENT: City Manager Matthew Klebes, City Attorney Jonathan Kara, City Clerk Amie Ell, Deputy Public Works Director David Mills, Police Chief Tom Worthy, Finance Director Brita Myer

CALL TO ORDER

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

ROLL CALL OF COUNCIL

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Mayor Mays noted the addition of item #9D to the Consent Agenda.

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

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

PRESENTATIONS PROCLAMATIONS

Annual Tourism Report 2025-26, The Dalles Area Chamber of Commerce

Lynn Cox, Director of Tourism with Lisa Farquharson CEO of The Dalles Area Chamber of Commerce presented the tourism report and answered council questions.

Additional items shared following council questions:

- Expenditures were detailed and aligned with the approved annual budget submitted under the contract. The agreement required, at minimum, an annual report, with additional reporting up to quarterly available at Council discretion; annual reporting was considered sufficient at this stage.
- A digital campaign vendor was selected based on a proposal and demonstrated performance. While advertising occurred across multiple outlets, not all offered the same targeted campaign. The selected campaign reached audiences beyond a 50-mile radius, consistent with State tourism guidance, and showed stronger performance.
- The digital walking tour was developed in partnership with The Dalles Art Center and was hosted on a mobile application. The contract and continued use were under review, with consideration for future promotion.
- Standard reporting provided impression data (views), while advanced analytics tracked engagement, including clicks and visits. A recent 30-day campaign generated 5,244 trips, 9,521 visitor days, and an estimated \$913,000 in economic activity.
- Visitor spending data, particularly for cruise ship passengers, was estimated rather than directly measured. While visitation could be approximated, isolating spending was complex due to overlapping activity. Estimates relied on regional averages from a State tourism entity.
- Lodging data provided more reliable metrics due to established reporting systems. Regional average spending rates were updated periodically and used to inform conservative projections.
- Additional data analysis opportunities could be explored to better understand visitor behavior and economic impact, with staff indicating a willingness to review tools and refine methods.
- The University of Oregon partnership would involve structured class participation, not individual students. Faculty-led courses would complete defined City projects, coordinated across departments, with implementation anticipated as early as fall pending the City's budget process.
- Economic conditions presented the most significant external challenge. Concerns included business sustainability, rising costs, and reduced spending, all impacting the City's role as a destination. Attracting visitors and maintaining viable businesses were identified as interconnected needs.
- Strategies included increasing visitation through targeted marketing, supporting business readiness through training, and leveraging large events. Events such as Cherry Festival

were noted as key contributors, along with efforts to attract new events and secure external sponsorships.

- Marketing efforts were expanding to reach broader and more targeted audiences, including higher-spending visitors, through regional campaigns, niche placements, and State and regional tourism resources.
- “Increased transparency” referred to improved coordination and cross-promotion between the City and tourism efforts, including shared platforms, mutual tagging, and aligned branding.
- “Explore The Dalles” was identified as a City-owned work product developed through the contract and representing the City’s tourism identity. Strengthening coordination and promotion of this brand across platforms was identified as a priority.

AUDIENCE PARTICIPATION

Nancy Fork, downtown business owner of The Dalles Wedding Place, provided comment. She stated she had operated her business in downtown The Dalles for approximately 20 years, with multiple locations over time, and was currently located at 419 East Second Street, noting the location had been positive for visibility and customer access. She shared concerns from nearby businesses regarding parking, describing current conditions as inconsistent and challenging, and reported collecting input from several businesses on her block reflecting shared concerns about parking availability and impacts on access. She described a recent incident in the alley behind her business involving a large service truck backing into the area, which created a safety concern and resulted in a minor collision while attempting to avoid the vehicle, and noted ongoing issues with traffic flow, unclear direction of travel, and conflicts between construction activity and business access. She expressed concern about businesses being directed to park within active construction zones, described conditions as unsafe and disruptive, and requested consideration of solutions to improve parking access, safety, and overall conditions for downtown businesses.

Matthew Klebes, City Manager said he would follow-up with her to further discuss her concerns and potential solutions.

CITY MANAGER REPORT

City Manager Matthew Klebes reported;

- Participated in a community outreach trip to Washington, D.C. to advocate for regional priorities, including Secure Rural Schools, wildfire preparedness, agricultural workforce concerns, and H.R. 655 (The Dalles Watershed Act). The bill remained in Senate committee, and support from Senator Wyden was identified as critical. Continued outreach was planned, including a potential town hall.
- Reported that the Mayor, a retired Public Works Director, and the City Manager would present to Governor Kotek’s Data Center Advisory Committee, focusing on water

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systems, long-term planning, System Development Charges, and infrastructure agreements. A follow-up report to Council was anticipated.

- Noted an upcoming Q-Life Board meeting and ongoing coordination related to broadband funding, with updates to be provided to Council.

CITY COUNCIL REPORTS

Councilor Richardson reported;

- Attended the Urban Renewal Agency meeting, where a workshop discussion emphasized a desire for the Agency to take a stronger leadership role in setting direction for the district, including marketing downtown and prioritizing support for entrepreneurs. Noted that Urban Renewal has significant available funds and encouraged engagement with the Agency Manager. Highlighted a new pilot “Refresh” grant program offering up to \$7,500 for exterior improvements, with two projects approved and additional applications in progress.
- Attended a Traffic Safety Commission meeting, where discussion focused on safety concerns at the intersection near The Dalles High School. Testimony was provided regarding a pedestrian injury, and increasing traffic volumes were noted. Staff were expected to evaluate safety improvement options, such as signage, stop control, or traffic calming measures, for future recommendation to City Council.
- Received constituent concerns regarding misinformation and questions related to The Dalles Watershed Act. Encouraged continued updates and ongoing promotion of the City’s FAQ resource to provide accurate information and address public concerns.

Councilor Runyon reported;

- Attended a Wasco County Pioneers Association meeting and announced the annual meeting scheduled for May 2nd at St. Mary’s, with doors opening at 9:30 a.m. and lunch at 11:30 a.m. It was noted that a former County surveyor and Planning Director would present, with additional information to be shared.
- Announced participation in a community gathering at the Oregon Veterans Home with Point Man Ministries on March 31st from 9:15 a.m. to 10:30 a.m., inviting community members to attend and visit with residents.
- Highlighted the City’s designation as a Medal of Honor City and noted the presence of related historical recognition at City Hall. Suggested consideration of future planning or activities to recognize the upcoming 250th anniversary, given the City’s connection to a Medal of Honor recipient.

Councilor Randall reported;

- Attended the Household Hazardous Waste Steering Committee quarterly meeting on March 11th to review past collection events and plan future efforts.

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- Attended the League of Oregon Cities Advisory Committee on water and wastewater on March 16th, with discussion noted as particularly relevant to wastewater planning.
- Participated in a Columbia Gorge Community College roundtable on mission fulfillment on March 18th.
- Attended the League of Oregon Cities President's Regional meeting held in the Council Chambers on March 19th.

Councilor Wring reported;

- Attended the Urban Renewal Agency meeting and reviewed input from the Board regarding use of remaining Urban Renewal funds through 2029.
- Attended Columbia Gorge Community College and participated in the Career and Technical Education (CTE) program, highlighting collaboration between education and industry to provide training and work experience opportunities.
- Attended the Parks and Recreation meeting and reported that, following the Rip City Rally event, the Portland Trail Blazers organization selected the City to receive a Motor Assist Program donation without a competitive process. The award, estimated to exceed \$30,000, would be announced at the final home game of the season and used for park improvements.
- Met with the City Attorney to review notes related to the Council meeting.

Mayor Mays reported;

- Attended and presented to the Port of The Dalles with a retired Public Works Director regarding the history of the City's relationship with Google, including financial, water, and infrastructure arrangements.
- Attended a Main Street Board meeting with the Economic Development Officer at a local business.
- Participated in a radio interview on KODL.
- Attended the League of Oregon Cities regional meeting held in The Dalles.
- Recognized the Oregon National Guard Youth Program and announced April as Month of the Military Child, including support for "Purple Up Day" on April 9, 2026.

CONSENT AGENDA

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

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

Items approved on the consent agenda were:

- A) Approval of the March 9, 2026, Regular City Council Meeting Minutes
- B) Authorization of Expenditures for 2026 City Street Chip Seal Project

- C) Resolution No. 26-011 Designating Two Previously Adopted Resolutions as Resolution Nos. 24-022A and 24-022B for Administrative Clarity
- D) Adoption of Resolution No. 26-012, a resolution approving a First Amendment to the Joint Funding Agreement with Klickitat County for the Aviation Hangar Expansion Project at the Columbia Gorge Regional Airport and modifying Resolution No. 25-041

ACTION ITEMS

Cost of Living Adjustments (COLA) for Non-Represented Staff

Matthew Klebes City Manager reviewed the staff report and answered Council questions.

Klebes said total staff included 120 employees, with 56 non-represented employees, 45 represented by SEIU, and 19 represented by the Police Association.

It was moved by Richardson and seconded by Randall to approve the proposed 2.7% COLA for non-represented staff at City of The Dalles.

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

Special Ordinance No. 26-611 Approving a Short-Term Franchise Agreement Extension with Spectrum Pacific West, LLC (Charter Communications) and Declaring an Emergency Charter Franchise Extension

Jonathan Kara City Attorney and Matthew Klebes City manager reviewed the staff report and answered Council questions.

Discussion occurred regarding the absence of a local customer service storefront for the City's primary cable provider and the potential value of having an in-person service location within a reasonable distance. It was noted that a local office requirement had previously been included in franchise agreements but was removed in 2016 and could be considered in future negotiations.

Kara explained federal law limits franchise fees to a capped percentage of provider revenue, and requiring a physical storefront could reduce the revenue the City receives under the agreement.

Wring said the provider maintains a local operational facility but does not offer customer-facing services such as equipment exchange. He raised concerns about impacts to residents, particularly those working remotely or relying on internet access for school, due to the lack of a local equipment exchange option and limited nearby shipping services. It was noted that this creates delays and inconvenience when service issues arise.

Klebes said the franchise agreement generated approximately \$92,000 in the last fiscal year and noted that requiring a customer service presence could reduce that revenue due to federal fee limitations. He noted that multiple internet service providers operate within the City, raising considerations about whether similar requirements would apply broadly and the potential cumulative impact on revenue. He said staff could raise the issue with the provider, communicate Council and community interest, and bring information back for Council consideration.

Mayor Mays asked if anyone in the audience would like to speak on the item.

Roger Nichols, resident of The Dalles, requested clarification regarding how franchise fees are calculated. He asked whether fees are based on overall gross revenue within the City limits and expressed uncertainty about how additional service requirements would impact City revenue, noting an assumption that fees might be based on other factors, such as a pole charge.

Klebes clarified that the City charges 5% of the provider's gross revenue generated within the City limits. He explained that if additional requirements are included in the franchise agreement, such as a customer service office, the associated costs could be counted against that capped amount, potentially reducing the revenue received by the City.

It was moved by Randall and seconded by Runyon to adopt Special Ordinance No. 26-611, as presented, by title only.

Mayor Mays asked if there were any Councilors who wanted the Ordinance Red in full. There were none. He asked the City Clerk to read the Ordinance by title.

Amie Ell, City Clerk read the ordinance by title.

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

Special Ordinance No. 26-612 Granting a Non-Exclusive Water Utility Franchise to Chenoweth Water People's Utility District

Jonathan Kara City Attorney and Matthew Klebes City manager reviewed the staff report and answered Council questions.

Discussion clarified that the franchise agreement was not initiated solely due to a recent incident but was part of a broader effort, directed by Council, to review and establish agreements with entities utilizing the City's right of way. The recent work within a City arterial highlighted the need for clearer communication, coordination, and formalized expectations.

Klebes emphasized that the agreement establishes a requirement for utilities to notify and

coordinate with the City when performing work within the right of way, improving oversight and preventing future conflicts. He clarified that the franchise fee structure would apply to the utility, beginning at 1% of gross revenue and increasing to 5%. The utility's rate structure remains separate from the City, and decisions on how to manage any associated costs would be determined by the utility, not imposed through City water rates.

Klebes confirmed that City Attorney Kara had communicated with the Chenoweth Water PUD attorney and confirmed that the franchise agreement had been adopted by their board at its meeting.

Kara provided an overview of franchise agreements and associated fees, noting that the City collects franchise fees from multiple utility types, including power, water, sewer, gas, telecom, and garbage services, with several telecommunications providers operating within the City. He explained that franchise fee rates vary by utility type and are regulated by law, with telecommunications services capped at up to 7% of gross revenue depending on the service, while natural gas, electric, water, sewer, and similar utilities are generally capped at 5%, and cable services federally capped at 5%. He noted that existing telecommunications franchise agreements are currently at or above 5% and are expected to transition to 7% as agreements are renewed or updated.

Mayor Mays asked if anyone in the audience would like to speak on the topic.

Linda M. Miller, resident of The Dalles, provided comment. She stated that during her prior service on City Council, concerns were raised regarding roadway patches completed by Chenoweth Water PUD, noting that patches were often in better condition than surrounding roadway surfaces. She indicated this condition had not changed and referenced a recent patch on 10th Street, noting differences in patching standards and practices. She expressed the view that patching work should be consistent across agencies. She also questioned the use of franchise fees for utilities, stating that ratepayers already pay for services and raising concern about the additional financial impact.

Discussion occurred regarding responsibility for roadway cuts and repairs within the public right of way. It was clarified that when a utility performs a cut, such as Chenoweth Water PUD, the utility is responsible for completing the repair work and associated costs.

David Mills Deputy Public Works Director explained that roadway cuts reduce the overall lifespan of the pavement, even when properly patched, due to long-term impacts from water intrusion and environmental conditions. It was noted that a new roadway with a pavement condition index (PCI) of 100 was reduced to 88 following a single cut, illustrating the impact on long-term asset condition. The City maintains engineering standards with specific guidelines based on roadway classification, including different requirements for arterial streets and collector streets, which utilities are required to follow when completing repairs.

Miller expressed concern regarding roadway conditions following recent work, including tire track irregularities affecting vehicle travel.

Klebes acknowledged the issue and confirmed it had been identified, noting that repairs were planned and would be completed in the spring following weather-related restrictions.

It was moved by Randall and seconded by Richardson to adopt Special Ordinance No. 26-612, a special ordinance granting a non-exclusive water utility franchise to Chenoweth Water People's Utility District, as presented, by title only.

Mayor Mays asked if there were any Councilors who wanted the Ordinance Red in full. There were none. He asked the City Clerk to read the Ordinance by title.

Amie Ell, City Clerk read the ordinance by title.

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

ADJOURNMENT

Being no further business, the meeting adjourned at 7:28 p.m.

Submitted by/
Amie Ell, City Clerk

SIGNED:

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk



2025 - 2026 Tourism

Annual Report

As of May 11, 2026

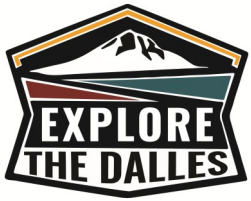


The Dalles Area
Chamber of Commerce
— ESTD • 1883 —

404 W 2nd St ♦ The Dalles OR ♦ 541-296-2231

Community Marketing Work Plan 2025-2026

At the core of our tourism efforts is a consistent “Explore The Dalles” brand message designed to increase destination awareness and encourage overnight visitation. Marketing initiatives focus on highlighting local experiences, businesses, recreation, and cultural assets in a way that supports economic activity and reinforces The Dalles as a year-round destination.



The Dalles Area Chamber of Commerce

404 W 2nd St

The Dalles, OR 97058

1. Executive Summary

2. Visitor & Lodging

3. Marketing & Social Media

4. Grants & Event Support

5. Cruise Ship Collaboration

6. Strategic Planning & Future

7. Partnerships Regional Collab

8. Conclusion & Forward Focus



Executive Summary

July 1 – January 31

Tourism Services Report

During the first seven months of the fiscal year, Explore The Dalles delivered measurable visibility, direct visitor engagement, and strategic community support under the City's tourism services contract. Marketing efforts across broadcast, digital, and social platforms generated more than **4.8 million impressions**, significantly increasing destination awareness in key feeder markets.

Highlights include:

- **3,531,800 broadcast impressions** through the KATU Weather Cam partnership
- **26,394 digital impressions** via KATU.com linking directly to ExploreTheDalles.com
- **518,855 impressions** from the Bi-Coastal digital campaign
- **529,662 impressions** from the Datafy targeted digital campaign
- **184,000 Facebook impressions** and **66,900 Instagram impressions**
- **274,746 website search impressions**, reflecting a **110% year-over-year increase** in online visibility

In addition to digital and broadcast reach, the Visitor Information Center recorded **3,275 direct visitor interactions** (walk-in and phone inquiries combined), demonstrating continued engagement from travelers seeking personalized information and trip planning support.

Tourism promotion funds also supported the broader community ecosystem. During this reporting period, **8 marketing grants** were awarded to events and organizations generating visitor activity. Explore The Dalles supported and promoted regional and community events including the PDX and Redmond Sportsman's Shows, Cherry Festival, Starlight Parade & Tree Lighting, Veteran's Day Parade, CCA Banquet, ODA Conference, Travel Ability Conference, and the Governor's Conference. These partnerships reinforce the City's focus on overnight stays and shoulder-season activation.

Operationally, Explore The Dalles strengthened its commitment to inclusive tourism. Staff completed Certified Accessibility Leader training through Travel Ability, and the Chamber is now recognized as a Sunflower Support organization for hidden disabilities in partnership with Travel Oregon. These efforts position The Dalles as a welcoming and accessible destination for a broader visitor base.

The City has also discussed exploring a potential partnership with University of Oregon students to assist in developing a long-term tourism strategic framework beginning next fiscal year. Explore The Dalles is supportive of this collaborative opportunity and will continue coordinating with the City to ensure future tourism efforts remain data-informed and aligned with community priorities.

Throughout this reporting period, tourism efforts have emphasized measurable exposure, responsible stewardship of Transient Lodging Tax resources, and strong collaboration with City leadership and regional partners.



Visitor & Lodging Performance



The Dalles Area
Chamber of Commerce
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Visitor Information Center Activity (July–January):

	Walk-ins	Phone	Relocation Packets	Welcome Packets/ Bag	Cruise Boat Charm Trail	Tourism Packets	Walk-In Country	Walk-In State
July / 25	430	282	2	70	9	3	Germany, Japan, Spain	WA, NV, WI, CA, NJ, MO, IA, OK, FL
July / 24	227	190	2	10	0	5	Canada	FL, WI, IL, TX, AZ
Aug / 25	252	275	1	636	0	0		CA, OH, IW, TX, MN, WV, ID, IL, NJ, MO
Aug / 24	325	260	0	0	0	0	Canada, UK	AZ, MO, WI, DE, AK
Sept / 25	186	195	0	170	0	0	Canada	CA, FL, TX, AK, MT, OH,
Sept / 24	213	105	0	30	0	2	Canada, Fiji	CO, MA, CT, VA, CA
Oct / 25	258	240	2	135	5	1		MD, IL, ID, WI, HI
Oct / 24	241	153	1	0	0	5	Canada, BC	LA, NC, OR, IL, WA
Nov / 25	300	164	1	45	2	1		WA
Nov / 24	174	142	0	0	0	0	Canada	OR, WA, CA
Dec / 25	199	132	0	0	0	1		WA, ID
Dec / 24	70	34	2	0	1	1		
Jan / 26	186	176	2	0	0	1		MS, OK
Jan / 25	212	114	0	0	1	2		OR, ID

The Visitor Center served 1,811 walk-in guests and responded to 1,464 phone inquiries during the first seven months of the fiscal year. Staff distributed 1,056 welcome packets and tourism materials, supporting both domestic and international visitors. Guests traveled from across the Pacific Northwest, California, Texas, the Midwest, and internationally from Germany, Japan, Spain, and Canada. These interactions reflect continued interest in The Dalles as a regional and international destination.



Lodging Occupancy Report

July 2025 - January 2026

Wasco County / Percentage of Occupancy Pacific NW United States

Month	2025 / 2026	2024 / 2025	% of change	2025 / 2026	2025 / 2026
July*	85%	80.2%	6.0%	74.00%	68.20%
August*	79.9%	81.5%	-2.0%	72.80%	66.10%
September*	72%	76.0%	-5.3%	69.10%	63.40%
October	64.6%	65.1%	-0.8%	69.10%	65.80%
November	47.7%	45.4%	5.1%	60.90%	57.90%
December	35.8%	40.0%	-10.5%	57.10%	53.00%
January	38.8%	44.0%	-11.8%	57.90%	52.50%
February		50.2%			
March		49.6%			
April		62.6%			
May		52.0%			
June		72.0%			

*Occupancy was higher than State or PNW rate and last May & June were higher than State and PNW rates and we hope for that again.



Media & Social Media Performance



The Dalles Area
Chamber of Commerce
— ESTD • 1883 —

404 W 2nd St ♦ The Dalles OR ♦ 541-296-2231



Marketing & Media Performance

July 1 – January 31

Explore The Dalles generated more than **5.1 million marketing impressions** across broadcast, targeted digital campaigns, social media, and website channels during the first seven months of the fiscal year. These efforts focused on increasing destination visibility in key feeder markets while reinforcing year-round travel opportunities. **Marketing Impression:** *The number of times an advertisement or piece of content is displayed to viewers, indicating the overall visibility and reach of a marketing campaign.*

Broadcast & Regional Media Exposure

KATU Weather Cam Partnership

- **3,531,800 broadcast impressions** (November–January)
- **26,394 digital impressions** via KATU.com, linking directly to ExploreTheDalles.com
- Recurring live news mentions across multiple programming segments

This partnership provides consistent regional exposure within the Portland metro and surrounding markets, maintaining destination visibility during both peak and shoulder travel seasons.

Targeted Digital Campaigns

Bi-Coastal Digital Campaign

- **518,855 impressions**

Datafy Targeted Digital Campaign

- **529,662 impressions**
- **Est. Trips:** 5,244 / **Est. Visitor Days:** 9,521 / **Avg Stay:** 1.8 Days
- **Campaign Total Spend:** \$5,000.01 *vs.* **Community Impact:** \$913,032.84
- Real-time audience segmentation and geofencing strategies targeting high-propensity travelers

These campaigns leverage data-driven placement and visitor analytics to reach audiences most likely to convert into overnight visitors.

Social Media & Website Visibility

Social Media Reach

- **Facebook:** 184,000 impressions
- **Instagram:** 66,900 impressions
- Continued year-over-year follower growth

Website Performance

- **274,746 search impressions**
- **110% year-over-year increase** in search visibility
- Mobile search impressions more than doubled compared to the prior year

These metrics reflect the growing digital visibility of The Dalles as a travel destination and support continued visitor discovery through online search and social platforms. While many destination organizations do not publicly report detailed digital performance metrics, these indicators are included to provide transparency and demonstrate the reach of The Dalles in regional travel markets.



Marketing & Media Performance

July 1 – January 31

Paid & Earned Media Placement Highlights

Tourism funds supported strategic placements in regional and national publications to expand brand reach, including:

- Willamette Week (Winter Escapes feature and full-page destination article)
- True West Magazine (National “Top Towns Where History Is Happening Now”)
- Regional outdoor and recreation-focused publications
- Event-specific and seasonal advertising placements

These placements positioned The Dalles as a year-round destination and expanded exposure to regional and national audiences. Media placements were selected based on audience relevance, regional reach, and alignment with target visitor demographics to maximize return on investment.

Through established relationships with regional media partners, Explore The Dalles is often notified of remnant advertising opportunities—unsold inventory offered at reduced rates. These opportunities allow the organization to secure high-visibility placements at a lower cost, maximizing the impact of Transient Lodging Tax funds and increasing overall return on investment.

Example Remnant Placements

- **1889 Magazine—Washington Edition**
Social Media Reach: **12,000+**
Newsletter Subscribers: **17,000+**
- **1859 Magazine—Oregon Edition**
Social Media Reach: **98,000+**
Newsletter Subscribers: **17,000+**

Through these media relationships, Explore The Dalles secured two full two-page spreads at **\$5,000 each compared to the standard \$8,200 rate**, resulting in approximately **39% savings per placement** while maintaining strong regional distribution.



The Dalles – On I-84.

When Lewis and Clark arrived in 1805, they found one of the Pacific Northwest’s most important trading centers, shaped by the Columbia River and thousands of years of Native American history. Today, that same river defines this vibrant community where history isn’t polished, it’s lived.

At the Columbia Gorge Discovery Center, trace the Corps of Discovery’s journey alongside 10,000 years of Native heritage, the Gold Rush, and early Wasco County life. Take in sweeping Gorge views, riverside trails, and open skies much like those the expedition described.

Downtown, explore 35 vibrant murals, tour the 1880s Fort Dalles Museum and the Original Wasco County Courthouse, and visit The Dalles Dam Visitor Center. Relax at Riverfront Park, a premier launch for water sports, picnicking, and birdwatching.

Complete your visit with award-winning wineries, craft breweries, and a local distillery. In The Dalles, you don’t just learn the story, you step into it.

The Frosty Trail: Targeted the Portland market, drawing visitors traveling more than 50 miles and generating approximately \$5,000 in tracked retail spending through the passport program. Additional participation occurred via the Goosechase app, though related spending cannot be quantified.



> RIGHT NOW **STORM TRACKER 2** TIGARD

7AM 41°
NOON 47°
5PM 52°
5:08 | 42°

THE DALLES 35°
clear night

TOP STORIES: K THAT KILLED 3 AMERICANS

> RIGHT NOW **STORM TRACKER 2** SALEM

7AM 40°
NOON 47°
5PM 52°
5:07 | 42°

THE DALLES 35°
clear night

TOP STORIES: IS IT FOR STRATEGIC PURPOSES US LAUNCHES NEW RETALIAT

EXPLORE THE DALLES

And now imagine you right here

541.560.5843 • 404 WEST SECOND STREET, THE DALLES, OR • EXPLORETHEDALLES.COM

1859 Magazine Washington

Explore The Dalles
The Best Hidden Gem for History, Adventure & Taste in the Northwest

Tucked along the Columbia River Gorge, The Dalles, Oregon is a rich historical destination that blends outdoor adventure and exceptional local flavor. A hidden gem for travelers in the know, this vibrant town offers memorable experiences at every turn. From storied landmarks to scenic river views, The Dalles has something for every kind of traveler. Here are a few highlights to inspire your visit.

Walk Through History
Follow in the footsteps of Lewis and Clark, who loved the area so much they camped here not once, but twice during their expedition. Experience stories that span from ancient Indigenous cultures to the pioneer era. Throughout town, historic buildings, museums, and Oregon's oldest bookstore, Klindt's, invite you to connect with the original adventure.

Taste the Region
Known as the highest per-capita producer of sweet cherries, The Dalles delivers some of the juiciest fruit you'll ever taste. The region's rich agricultural roots of wheat, grapes, cattle, and sheep make it a haven for farm-to-table dining. Visit local orchards, farmers markets, and tasting rooms to savor the bounty.

Get Outside
Adventure comes naturally here. The Columbia River offers prime conditions for fishing, boating, kayaking, paddleboarding, and jet skiing. Anglers may even catch a glimpse of the legendary river monsters (sturgeon) that have inhabited these waters for generations.

Savor Fun Local Craft
The Dalles' food and drink scene is as welcoming as it is flavorful. Enjoy locally sourced cuisine, sip wine at Sunshine Mill & Winery inside a historic flour mill (just one of many tasting rooms), or sample craft beer at Freebridge Brewing in the iconic Mint Building.

Feel the Music
Dubbed "Little Music City," The Dalles boasts a thriving live music scene, with performances nearly every night. Intimate venues showcase talented regional artists across a range of genres, creating unforgettable evenings filled with sound and atmosphere.

Discover the Unexpected
From Bigfoot lore to immersive museums, The Dalles delights with its unique attractions. The Columbia Gorge Discovery Center offers engaging exhibits for all ages, while the Fort Dalles Museum, Original Wasco County Courthouse, and National Neon Sign Museum provide fascinating glimpses into the area's past and culture. Be sure to explore local shops and eateries along the East Gorge Food Trail.

Learn more at ExploreTheDalles.com
Make The Dalles your next must-visit destination and discover a place where history, adventure, and flavor come together effortlessly.
(541) 296-2231

Explore NW Airplane Magazine

EXPLORE THE DALLES

300
DAYS OF
SUNSHINE

COME AND EXPLORE
THE DALLES, OREGON

541.296.2231

EXPLORETHEDALLES.COM

404 W 2nd Street
The Dalles, OR 97058

EAT

PLAY STAY

THE DALLES IS THE PERFECT YEAR-ROUND ESCAPE TO ENJOY SOME FUN IN THE SUN, CYCLING, HIKING, AND SOME OF THE BEST FISHING IN THE NORTHWEST

Social Media—Facebook (1,257 Views)

EXPLORE THE DALLES

Explore The Dalles is with Wood Family Spirits.

February 15 at 11:18 AM

BIGFOOT HAS BEEN SPOTTED... at the Explore The Dalles booth! ... See more

explore THE DALLES

EXPLORE THE DALLES

The Gorge Magazine—Winter Issue

**SNOW OR SHINE,
EXPLORE THE DALLES**

WWW.EXPLORETHEDALLES.COM

THE DALLES AREA CHAMBER
404 W 2ND STREET
THE DALLES, OR 97058
541.296.2231

EXPLORE THE DALLES

Social Media—Facebook (1,213 Views)

Delicious FOOD MENU

EXPLORE THE DALLES

LOCAL TO THE DALLES

Delicious FOOD MENU

LAST STOP HOTEL & SALOON

Delicious FOOD MENU

CHINA BUFFET

Delicious FOOD MENU

PETITE PROVENCE

Delicious FOOD MENU

4TH ST. STATION FOOD CASK PUB



Grants & Event Support

2025



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Grants & Event Support July 1 – January 31

Tourism promotion funds were strategically deployed to strengthen local events, increase visitor activity, and support initiatives that generate overnight stays and shoulder-season engagement.

Marketing Grant Program (YTD)

During this reporting period, **8 marketing grants** were awarded to organizations producing tourism generating events. Grant funding prioritizes initiatives that:

- Attract out-of-area visitors
- Encourage overnight stays
- Support shoulder-season activation
- Enhance the overall visitor experience

Nice Dreams, LLC (Neon Nights) [8/25]	Rout 30—The Dalles Witches Walk [10/25]	The Dalles Hoot [3/26]	Love Stinks [2/26]
The Grand Dalles Music Festival [5/25]	River Tap—Pride party [6/25]	Fort Dalles Riders Club Ranch Sorting Club [May—July 2026]	Cherry Stomp Dance Revival [4/25]

Grants Awarded (July 1—January 31)

These grants reinforce the contractor’s role in supporting community-driven tourism activity while ensuring accountability in the use of Transient Lodging Tax resources.

Event Promotion & Industry Engagement

Explore The Dalles supported and promoted the following events and tourism-related initiatives:

- | | | |
|--|-----------------------------------|-------------------------------|
| <i>*PDX Sportsman’s Show</i> | <i>*Redmond Sportsman’s Show</i> | <i>*PNW Cherry Festival</i> |
| <i>*Starlight Parade & Tree Lighting</i> | <i>*Veteran’s Day Parade</i> | <i>*CCA Banquet</i> |
| <i>*ODA Conference</i> | <i>*Travel Ability Conference</i> | <i>*Governor’s Conference</i> |

Participation in these events expands regional visibility, strengthens industry partnerships, and promotes The Dalles as a destination within key outdoor recreation and tourism markets.

Accessibility & Inclusive Tourism Leadership

As part of ongoing destination development efforts:

- Staff completed Certified Accessibility Leader training through Travel Ability.
- Explore The Dalles / The Dalles Chamber is now recognized as a Sunflower Support organization for hidden disabilities, in partnership with Travel Oregon.



Cruise Ship Collaboration

2025



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Cruise Ship Collaboration

Explore The Dalles continues to support visitation associated with American Cruise Lines (ACL), which utilizes the City's marine terminal as part of its Columbia River itinerary.

While cruise passengers remain overnight onboard the vessel, ship stops in The Dalles generate daytime economic activity for local businesses, restaurants, retail shops, attractions, and transportation providers.

Tourism Director has strengthened coordination efforts by:

- Establishing direct communication with ACL leadership
- Developed a QR code linking to the community events calendar, to be included in the visitor handout distributed to cruise guests onboard by ACL
- Adding ACL leadership to the Chamber's weekly E-Blast to ensure timely communication of events and activities occurring during ship visits

These proactive measures improve event visibility prior to docking and enhance opportunities for passenger engagement while in port.

Tourism Staff coordinate efforts to:

- Provide visitor information and promotional materials
- Support downtown engagement and walkable access
- Connect cruise operators with local attractions and experiences
- Assis with community awareness and scheduling coordination

Cruise visitation contributes to daytime economic activity and increases national exposure for The Dalles as part of the Columbia River travel experience. Ongoing coordination with the City and Port of The Dalles ensures ship arrivals remain organized and beneficial to the community.



Strategic Planning & Future Direction 2025



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Strategic Planning & Future Direction

The City has discussed exploring a potential partnership with University of Oregon students beginning in the next fiscal year to assist in developing a tourism strategic framework for The Dalles.

This potential collaboration could provide:

- Research-based market analysis
- Visitor trend evaluation
- Long-term positioning guidance
- Strategic recommendations aligned with community priorities

Explore The Dalles is supportive of this opportunity and looks forward to coordinating with the City to ensure any strategic planning effort remains data-informed, fiscally responsible, and aligned with the goals of the tourism services contract.

Staff will also evaluate potential grant opportunities that may help offset costs associated with strategic planning or related destination development initiatives.

This forward-looking approach reflects a continued commitment to measurable performance, responsible stewardship of Transient Lodging Tax resources, and long-term destination sustainability.

Developing a formal tourism strategy will further strengthen The Dalles' competitive positioning within the Columbia River Gorge region.



Partnerships & Regional Collaboration



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Partnerships & Regional Collaboration

Tourism success in The Dalles is strengthened through active collaboration with regional, state, and local partners. Explore The Dalles continues to maintain and expand relationships that support destination visibility, industry alignment, and coordinated marketing efforts.

State & Regional Tourism Alignment

Explore The Dalles maintains active engagement with:

- Travel Oregon
- Columbia Gorge Tourism Alliance (CGTA)
- Mt. Hood–Columbia Gorge Regional Destination Marketing Organizations
- Oregon Destination Marketing Organizations (ODMO)
- Oregon Tour & Travel Alliance
- Oregon Festivals & Events Association
- Columbia Gorge Historic Hwy
- Gorge Ride

These partnerships ensure The Dalles is represented in statewide and regional marketing initiatives, cooperative advertising programs, travel trade opportunities, and familiarization (FAM) tours. Collaboration at this level strengthens the City’s presence within broader tourism campaigns and leverages shared marketing resources.

Local & Community Collaboration

Explore The Dalles also works closely with:

City of The Dalles	Wasco County	Discovery Center	N Wasco Co, Parks & Rec.
Wasco Co. Historic Landmarks	The Dalles Main Street	Downtown The Dalles	NW Regional Chambers & Visitor Centers

Local collaboration supports coordinated event promotion, visitor services, business engagement, and economic development alignment.

Strengthening City Collaboration

Explore The Dalles remains committed to strong partnership with the City. Efforts are underway to:

- Increase transparency around Transient Lodging Tax (TLT) allocation through City website updates.
- Tag the City of The Dalles in social media posts to strengthen digital reach and visibility.
- Maintain regular communication and reporting to ensure alignment with City priorities.

This cooperative approach reinforces accountability, visibility, and shared success in tourism development.



Conclusion & Forward Focus



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Conclusion & Forward Focus

During the first seven months of the fiscal year, tourism efforts in The Dalles have emphasized measurable exposure, community partnership, and responsible stewardship of Transient Lodging Tax resources. Marketing initiatives generated more than 5 million impressions across broadcast, digital, and social platforms, while direct visitor engagement and event support strengthened the local tourism ecosystem.

Looking ahead, Explore The Dalles will continue to:

- Prioritize strategies that support overnight visitation and shoulder-season activity
- Maintain data-driven marketing efforts that target high-propensity travelers
- Strengthen accessibility and inclusive tourism initiatives
- Support local events and community partnerships that generate visitor activity
- Collaborate with the City on long-term tourism strategic planning initiatives

Beginning this spring, Explore The Dalles will partner with select local businesses to develop short video interviews highlighting their origin stories, unique offerings, and role within the community. These videos will be shared across social media, the Explore The Dalles website, and other digital platforms to support destination marketing efforts. This initiative strengthens digital storytelling, promotes local entrepreneurship, and increases both visitor awareness and community engagement.

Explore The Dalles remains committed to transparency, accountability, and alignment with City priorities as tourism efforts continue through the remainder of the fiscal year.

RESOLUTION NO. 26-014

**A RESOLUTION CONCURRING WITH THE MAYOR’S APPOINTMENTS
TO THE URBAN RENEWAL BUDGET COMMITTEE**

WHEREAS, there are vacant positions on the Urban Renewal Budget Committee, and

WHEREAS, the Mayor has elected to appoint Kacie Cook and liz leiberg to the Urban
Renewal Budget Committee.

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

Section 1. The City Council concurs with the appointments of: Kacie Cook and liz
leiberg to the Urban Renewal Budget Committee; terms expiring June 30, 2029.

Section 2. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED THIS 13th DAY OF APRIL, 2026.

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

AND APPROVED BY THE MAYOR THIS 13th DAY OF APRIL, 2026.

SIGNED:

ATTEST:

Richard A. Mays, Mayor

Amie Ell, City Clerk

RESOLUTION NO. 26-015

**A RESOLUTION ASSESSING THE REAL PROPERTY LOCATED
AT 909 BRIDGE STREET THE COST OF NUISANCE ABATEMENT**

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>
909 Bridge Street	1N 13E 4 AC 1900	February 12, 2026

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>
909 Bridge Street	Daisey Saling

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

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

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

<u>Property</u>	<u>Contractor</u>	<u>Date of Abatement</u>	<u>Cost</u>
909 Bridge Street	Rod Huante	March 11, 2026	\$2,110.00

WHEREAS, pursuant to Section 5.24.070 of The Dalles Municipal Code, on March 12, 2026, the City Clerk sent a Notice of Assessment by certified mail to Daisey Saling advising them the total cost of the assessment for the property was \$2,110.00, and the listed sum would become a lien upon the property if the amount was not paid by March 27, 2026, or the assessment was not protested by March 17, 2026 by Daisey Saling;

WHEREAS, Daisey Saling 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>
Daisey Saling	1N 13E 4 AC 1900	\$2,110.00

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

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

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

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

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

PASSED AND ADOPTED THIS 13TH DAY OF APRIL, 2026.

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

AND APPROVED BY THE MAYOR THIS 13TH DAY OF APRIL, 2026.

ATTEST:

Richard A. Mays, Mayor

Amie Ell, City Clerk

LEGAL DESCRIPTION OF 909 BRIDGE STREET

Lot A, in Block 74, Fort Dalles Military Reservation to Dalles City, County of Wasco and State of Oregon.



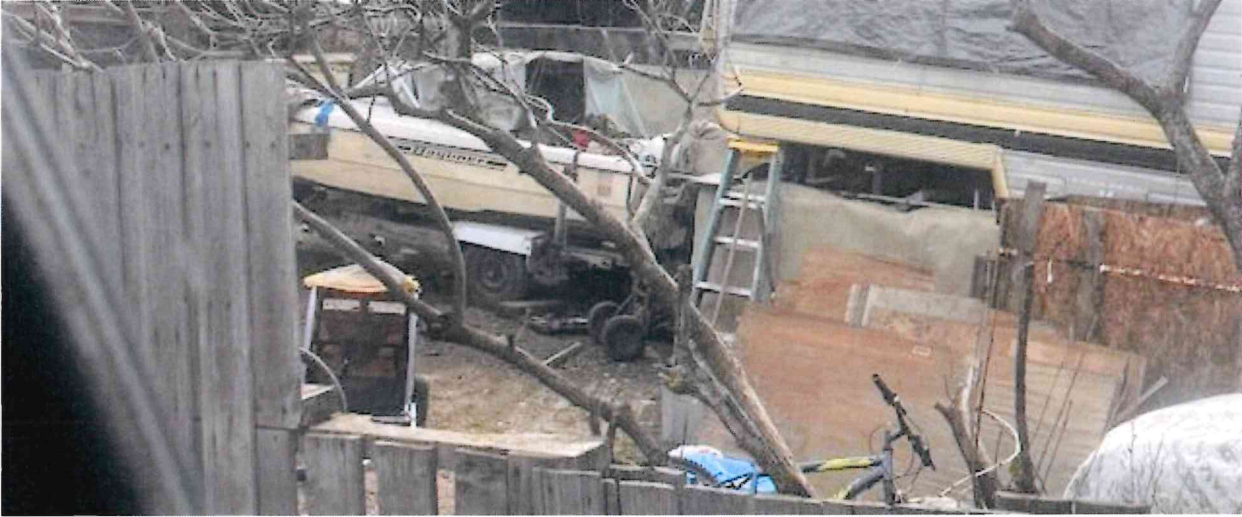
Images obtained on 03/11/2026 prior to abatement 909 BRIDGE STREET



Images obtained on 03/11/2026 prior to abatement 909 BRIDGE STREET

Taxlot 1N 13E 4 AC 1900

Account Number 5012
Taxpayer SALING DAISEY
Mailing Address 909 BRIDGE
City THE DALLES
State Oregon
ZIP 97058





AGENDA STAFF REPORT

AGENDA LOCATION: Item #10A

MEETING DATE: April 13, 2026

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, City Manager

ISSUE: Recommendation to Award Contract No. 2026-004 (*Federal Street Plaza Project*) to Ajax Northwest LLC

BACKGROUND: At its September 9, 2024, regular meeting, the City Council adopted Resolution No. 24-0202 to establish the Federal Street Plaza Ad Hoc Committee to guide the development of a new downtown plaza. This project has consistently been identified as a priority project in the City's adopted Strategic Plan, supporting goals related to downtown vitality, community gathering spaces, and economic development.

The committee was comprised of City Councilors, business and property owners, and residents. The committee was tasked with working with City staff and consultants to develop design concepts, identify project elements, solicit and incorporate community input, and support funding efforts.

The project comprises the development of an urban plaza in the downtown area on Federal Street between East 1st Street and East 2nd Street. The project site includes portions of Federal Street that were vacated and rededicated to the City for use as a public plaza or park, together with the Transportation Building. The scope of work includes construction of a splash pad and associated pump station, building renovations, enhanced concrete pedestrian improvements, ADA-accessible features, storm drainage upgrades, and installation of outdoor amenities such as shade structures and seating.

Since its formation, the committee has held regular public meetings with opportunities for public comment and engagement. The City contracted with Walker Macy to develop the plaza design, and a public open house was conducted to present design concepts and gather community feedback. A project webpage, media coverage, and ongoing outreach efforts have supported transparency and public involvement throughout the planning process.

On April 28, 2025, the City Council approved the recommended site design for the Federal Street Plaza, incorporating input from the Ad Hoc Committee, public engagement, and consultant work. City staff then worked with Walker Macy to develop detailed bid documents to conduct a procurement process for construction.

The City conducted a competitive bidding process for this public improvement contract and opened bids on March 12, 2026. Two bids were received:

- Crestline Construction, in the amount of \$3,498,000
- Ajax Northwest, in the amount of \$3,398,000

Staff reviewed the bids for responsiveness and bidder responsibility under the ITB and ORS 279C.375. Ajax Northwest submitted the lowest responsive bid, and staff recommends finding Ajax Northwest to be the lowest responsive responsible bidder. Consistent with ORS 279C.375(2), the ITB, and the City's 2026 LCRB Rules, staff posted a notice of intent to award this contract at least 7 days before the proposed Council award date.

BUDGET IMPLICATIONS: The 2025/2026 Budget allocated \$4,915,899 to the Federal Street Plaza, including both Walker Macy's professional services agreement, construction costs, and other incidentals. These total resources depended on several grants, some of which the City was successful with and others not. With construction bid numbers now detailed, Staff worked to identify sufficient funds to support the project aligned with the various project elements. These are detailed below:

- Special Grants – \$520,000
- Special Enterprise Zone Funding – \$2,670,212
- Transportation Division Funds/ADA Ramp Program – \$390,000
- City General Fund Capital Improvement Fund – \$437,000

With an anticipated construction cost of \$3,398,000 and Walker Macy's contract cost at \$619,212, a total of \$4,017,212 is needed to support the project. Additional project costs, including owner-supplied furnishings such as seating and project contingency, would be supported by the Special Enterprise Reserve Fund. Staff has identified sufficient resources are available to support the project.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Approve award of Contract No. 2026-004 to Ajax Northwest LLC and authorize the City Manager to execute the Public Works Agreement with Ajax Northwest LLC for the Federal Street Plaza Project for the lump-sum contract price of \$3,398,000.*
2. Request modifications or additional information before taking action.
3. Decline formal action and direct Staff accordingly.

PUBLIC WORKS AGREEMENT

Contractor	Ajax Northwest LLC
Consideration	\$3,398,000.00
Effective Date	April 14, 2026
Completion Date	October 2, 2026 (may be revised only by <i>Change Order</i> under OAR 137-049-0910)
Project/Services	Project No. 2026-004 (Federal Street Plaza)

This PUBLIC WORKS AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and Ajax Northwest LLC, an Oregon limited liability company (**Contractor**), for Contractor’s provision of construction services to the City for the *Federal Street Plaza* (**Project**).

WHEREAS, the City requires performance of certain public improvements/works described in the City’s *Invitation to Bid* (including all addenda) for the Project (**ITB**), attached to and made part of this Agreement as its **Exhibit A**; and

WHEREAS, Contractor desires to perform those certain public improvements/works and related and incidental services pursuant to the compensation and conditions set forth in Contractor’s successful bid (attached to and made part of this Agreement as its **Exhibit B**) as provided herein.

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

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 solicited by **Exhibit A** (the **Work**)—as modified pursuant to the terms of this Agreement and applicable law—consistent with Contractor’s bid prices included as **Exhibit B**. 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 Work but necessary to fully and effectively perform those specifically listed tasks.

2. Examination. Contractor agrees it examined the Project site and the contract documents connected with the solicitation for this Work prior to its submittal of its 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) 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, with limits not less than \$2,000,000 (per occurrence), \$4,000,000 (general aggregate), and \$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 or per occurrence) and \$2,000,000 (in aggregate), covering jobsite operations (including but not limited to cured-in-place pipe installation, steam/hot-water curing, bypass pumping and any sewer backup/overflow), transportation of materials to and from the site, and non-owned disposal sites. The City will accept coverage 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 abatement is included in or becomes part of 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 \$1,000,000 (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 \$5,000,000 (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, bypass pumping or 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.

- (i) **Generally.** 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.
- (ii) **Additional Insured.** Contractor agrees to include the City of The Dalles, its employees, officials, and agents as Additional Insureds (primary and non-



contributory with respect to any insurance or self-insurance maintained by the City) 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).
- c. Waiver of Subrogation. Contractor agrees all insurance policies contemplated by this Agreement (other than any City-provided Builder's Risk policy, if any is separately procured by the City) shall include waivers of subrogation in favor of the City. 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.
- d. Subcontractor Insurance. 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 Insured status, primary and non-contributory wording, 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 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.
- e. 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.
- f. Indemnity. To the fullest extent permitted by Oregon law, including ORS 30.140, Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs (including attorney fees) arising from actions, suits, claims, or demands to the extent caused by the negligent acts or omissions or willful misconduct of Contractor (including Contractor's officers, agents, employees, and subcontractors) in the performance of this Agreement; provided, however, in no event does Contractor agree to such indemnification, defense, or holding harmless for the City's own negligence or fault beyond the extent permitted by ORS 30.140.



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 a non-waivable *nine (9%) percent* interest commencing at the end of the ten-day period within which payment is due under 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 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. The City agrees to pay Contractor interest at the rate of *one and one-half* (1.5% per month) *percent per month* on the final payment due Contractor, with interest commencing *thirty* (30) *days* after the Work has been completed and accepted and running until the date Contractor must notify the City in writing it considers the Work complete, and the City agrees, within *fifteen* (15) *days* after receiving the written notice, to either accept the Work or notify Contractor of Work yet to be performed. If the City does not within the time allowed notify Contractor of Work yet to be performed to fulfill its contractual obligations, the interest provided by this subsection shall commence to run *thirty* (30) *days* after the end of the 15-day 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 *fifteen* (15) *days* after it receives notice. The City agrees to pay interest on the amount due Contractor at the rate of *one* (1% per month) *percent per month* commencing *thirty* (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 *five* (5%) *percent* 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. **2026-004** (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 solicitation document for Project No. **2026-004** and this Agreement, all as if incorporated here; Contractor further specifically agrees such obligations or restrictions are supplemental to its duties under this Agreement. In the event of a conflict between any provision of the solicitation document for this Agreement and this Agreement, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of this Agreement control.
- 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 is 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 **\$3,398,000.00**.
- 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.
- e. Other Duties. The City agrees to reasonably satisfy any commitments it made in this Agreement's solicitation.

C. General Conditions

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date, 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. Adjustments to Contract Time or the Completion Date shall be made only by Change Order issued under the Contract's changes provisions and OAR 137-049-0910. For purposes of this Agreement:
 - a. Contract Time means the period from *Notice to Proceed* until *Final Acceptance*;
 - b. Completion Date means the outside calendar date for *Final Completion* stated on the face sheet, as may be revised only by Change Order under OAR 137-049-0910; and
 - c. Change Order and Amendment have the meanings given those terms by OAR 137-049-0910 (as may be amended or superseded).
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 be modified only by (a) Change Order for changes to the Work (including any change to Contract Time, the Completion Date, or Contract Price) or (b) amendment for changes to non-Work terms, in each case consistent with



OAR 137-049-0910. Any Change Order that revises the Completion Date automatically adjusts this Agreement's term and expiration to match.

3. Full Integration/Conflict. This Agreement, together with the Contract Documents listed on the face sheet, is the entire agreement between the Parties on this matter and supersedes all prior statements. If a conflict exists, the order of precedence stated in the Contract Documents controls. Any change to Contract Time, the Completion Date, or Contract Price must be made by Change Order and changes to non-Work terms may be made by amendment, all as consistent with OAR 137-049-0910.
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 00.180.85(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: Owner
Ajax Northwest LLC
3305 Lingren Road
Hood River, OR 97031

IN WITNESS WHEREOF, the Parties duly execute this **PUBLIC WORKS AGREEMENT** this ____ day of _____, 2026.

CITY

CONTRACTOR

Matthew B. Klebes, City Manager

Nick Jacob, Owner

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Jonathan M. Kara, City Attorney





AGENDA STAFF REPORT

AGENDA LOCATION: Action Item #11A

MEETING DATE: April 13, 2026

TO: Honorable Mayor and City Council

FROM: City Manager Matthew Klebes
City Attorney Jonathan Kara

ISSUE: Adopting General Ordinance No. 26-1427, an ordinance amending certain provisions of TDMC Chapter 5.20 (*Dog Control*) for administrative clarity

BACKGROUND: At its December 8, 2025, regular meeting, the City Council adopted General Ordinance No. 25-1421 to amend TDMC Chapter 5.20 (*Dog Control*) and modernize the City's dog control program and dog licensing regulations.

Since then, as staff has worked to implement the Council-approved program in advance of the July 1, 2026, effective date for dog licensing, staff has identified four narrow administrative issues proposed for clarification tonight.

In particular, implementation work with commercially available third-party licensing administrators showed that some of the Code's administrative features were more prescriptive than necessary and did not align cleanly with standard vendor workflows. Those issues do not require the City to change the substance of the licensing program Council adopted. They do support several targeted amendments to make the program easier to administer while preserving the same underlying requirement.

Clarifying the dog-license tag and rabies-verification framework.

The proposed ordinance does not weaken the City's rabies-based licensing requirement. A 1-, 2-, or 3-year dog license will still be limited by the dog's current Rabies Vaccination Certificate and still may not extend beyond a date that is two months after current rabies coverage expires. The City will also continue to require a current Rabies Vaccination Certificate at the time a license is issued.

Currently, TDMC 5.20.030 assumes the physical City tag itself will display an expiration date tied to rabies timing and may need to be reissued if updated rabies paperwork is later furnished during the license term. As staff worked through implementation, it became clear that this tag-specific approach was more rigid than necessary and did not fit cleanly with standard licensing-administration workflows.

The proposed ordinance would instead clarify that the City license record (rather than the physical tag itself) serves as the operative confirmation that a current Rabies Vaccination Certificate was on file when the license was issued. The amendment simply removes the need for the physical tag to display an expiration date or be reissued during an otherwise valid license term solely because updated rabies paperwork is later furnished. This approach remains consistent with ORS 433.377.

Reduced-fee and fee-exempt applications process.

Currently, elderly persons, military applicants, and persons seeking the assistance-animal fee exemption must submit a written or emailed statement to the City Manager or designee before submitting the application. As the City shifts into implementation, that pre-submission workflow appears unnecessarily cumbersome and is not aligned with the intended licensing process.

The proposed ordinance would instead allow those applicants to indicate eligibility in the manner prescribed by the City Manager or designee, while preserving the City's ability to verify claimed eligibility after issuance to the extent permitted by applicable law. This is intended to simplify administration and not to change the substance of those reduced-fee or fee-exempt categories.

Designee authority.

The proposed ordinance clarifies that the City or its designee may issue and replace dog license tags. This aligns the Code with the City's use of an authorized contractor to assist with dog-licensing administration and tag fulfillment. It does not change the existing requirement that licensed dogs display the City tag when off the owner's premises.

Impoundment fee structure.

Currently, TDMC Chapter 5.20 refers to an *impoundment fee* required to be set by City Council resolution while also separately requiring keepers of impounded dogs to pay shelter-side fees, charges, penalties, and certain medical and licensing-related costs before a dog may be redeemed. The proposed ordinance clarifies that City Council may establish (as opposed to the current "shall" establish) an impoundment fee by resolution in the future.

The proposed ordinance also clarifies that any such fee would be limited to the City's own administrative and enforcement costs associated with impounding a dog under TDMC Chapter 5.20. It would not include shelter boarding, holding, veterinary, medical, or other charges separately imposed by an impounding humane society, nonprofit animal shelter, or veterinary medical facility. If such a City fee is established in the future, it would be payable upon redemption. The ordinance also makes a conforming edit so the Chapter more clearly refers to fees imposed under the City's own program

BUDGET IMPLICATIONS: The proposed ordinance is not expected to have a

significant immediate budget impact. The amendments should reduce some administrative burden associated with tag handling and reduced-fee application processing. The ordinance does not establish a new impoundment fee or increase any existing fee. Any future City impoundment fee would require separate Council action by resolution.

COUNCIL ALTERNATIVES:

1. ***Staff Recommendation. Move to adopt General Ordinance No. 26-1427, by title only, as presented.***
2. Make modifications to then move to adopt General Ordinance No. 26-1427, by title only, as amended, after reading aloud any substantive changes.
3. Decline formal action and direct staff accordingly.

GENERAL ORDINANCE NO. 26-1427

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF
THE DALLES MUNICIPAL CODE
CHAPTER 5.20 (DOG CONTROL) FOR ADMINISTRATIVE CLARITY**

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, at its December 8, 2025, regular meeting, the City Council adopted General Ordinance No. 25-1421 to amend TDMC Chapter 5.20 and modernize the City’s dog control program and its dog licensing regulations;

WHEREAS, TDMC Chapter 5.20’s dog license requirement becomes effective July 1, 2026;

WHEREAS, since adoption of those amendments, the City has determined that certain provisions relating to dog licensing administration, including license tags and reduced-fee and fee-exempt applications, would benefit from clarification to better reflect the City’s intended administration of its dog licensing program and to reduce unnecessary administrative burden and expense;

WHEREAS, the City Council finds that the City should continue to require proof of current rabies vaccination at the time of license issuance and should continue to limit the term of any dog license so that it does not extend beyond a date that is two months after the dog’s current rabies vaccination coverage expires; and

WHEREAS, the City Council further finds the proposed amendments to TDMC Chapter 5.20 described herein support the City’s efficient administration 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 **Specific Amendments.** A redline comparison copy of the specific text amendments implemented by Section 2 are attached to and made part of this Ordinance as its **Exhibit 1**.

Section 2 **Revisions.** The following provisions of The Dalles Municipal Code **Title 5** (*Offenses*), **Chapter 5.20** (*Dog Control*), shall be revised to read:

TDMC 5.20.030(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.

TDMC 5.20.030(D)(1)(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 indicate eligibility in the manner prescribed by the City Manager or designee. The City may verify claimed eligibility after issuance of the license.

TDMC 5.20.030(D)(1)(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 indicate eligibility in the manner prescribed by the City Manager or designee. The City may verify claimed eligibility after issuance of the license.

TDMC 5.20.030(D)(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 indicate eligibility in the manner prescribed by the City Manager or designee. The City may verify claimed eligibility after issuance of the license to the extent permitted by law.

TDMC 5.20.030(F)(1):

Generally. The City shall provide a license tag to the keeper of a licensed dog upon licensure. Keepers who lose their license tags shall apply to the City or its designee for a replacement license tag. City Council shall by resolution determine a license tag replacement fee.

TDMC 5.20.030(F)(3):

Reissuance. Consistent with ORS 433.377, issuance of a dog license under this Section constitutes verification, at the time of issuance, that a current Rabies Vaccination Certificate is on file for the dog. The license tag need not display an expiration date and the City need not reissue a license tag during an otherwise valid license term solely because the keeper furnishes an updated Rabies Vaccination Certificate for the dog.

TDMC 5.20.040(B):

Impoundment Fee. City Council may by resolution establish an impoundment fee to recover all or a portion of the City's administrative and enforcement costs associated with impounding a dog under this Chapter, including apprehension, transport, notice, administrative processing, recordkeeping, and appeal administration. Any such impoundment fee shall not include shelter boarding, holding, veterinary, medical, or other

fees, charges, or penalties separately imposed by an impounding humane society or other nonprofit animal shelter or veterinary medical facility.

TDMC 5.20.040(E)(1):

impoundment fee, if established by City Council resolution;

Section 3 **No Other Changes**. Aside from the text amendments specifically described in Section 2, TDMC Chapter 5.20 remains unchanged.

Section 4 **Severability**. The provisions of this Ordinance are severable. Any provision of this Ordinance deemed invalid by a court of competent jurisdiction shall not impact any other provision.

Section 5 **Effective Date**. This Ordinance shall be effective 30 days after adoption.

PASSED AND ADOPTED THIS 13TH DAY OF APRIL, 2026,

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

AND APPROVED BY THE MAYOR THIS 13TH DAY OF APRIL, 2026.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

**Exhibit 1 to
General Ordinance No. 26-1427**

TDMC 5.20.030(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.~~

TDMC 5.20.030(D)(1)(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~~ indicate eligibility in the manner prescribed by the City Manager or designee. ~~The City may verify claimed eligibility after issuance of the license, showing the applicability of this reduction before submitting their license application.~~

TDMC 5.20.030(D)(1)(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~~ indicate eligibility in the manner prescribed by the City Manager or designee. ~~The City may verify claimed eligibility after issuance of the license, showing the applicability of this reduction before submitting their license application.~~

TDMC 5.20.030(D)(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~~ indicate eligibility in the manner prescribed by the City Manager or designee. ~~showing the applicability of this exception before submitting their license application~~ The City may verify claimed eligibility after issuance of the license to the extent permitted by law.

TDMC 5.20.030(F)(1):

Generally. The City shall provide a license tag to the keeper of a licensed dog ~~at the time of~~ upon licensure. Keepers who lose their license tags shall apply to the City or its designee for a replacement license tag. City Council shall by resolution determine a license tag replacement fee.

TDMC 5.20.030(F)(3):

Reissuance. Consistent with ORS 433.377, issuance of a dog license under this Section constitutes verification, at the time of issuance, that a current Rabies Vaccination Certificate is on file for the dog. The license tag shall need not 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, ~~and~~ the City shall need not reissue ~~the keeper~~ a license tag during an otherwise valid license term solely because ~~when~~ the keeper furnishes an updated ~~current~~ Rabies Vaccination Certificate for the dog.

TDMC 5.20.040(B):

Impoundment Fee. City Council may by resolution establish an impoundment fee to recover all or a portion of the City's administrative and enforcement costs associated with impounding a dog under this Chapter, including apprehension, transport, notice, administrative processing, recordkeeping, and appeal administration. Any such impoundment fee shall not include shelter boarding, holding, veterinary, medical, or other fees, charges, or penalties separately imposed by an impounding humane society or other nonprofit animal shelter or veterinary medical facility. ~~A fee charged against the keeper of the dog who has been impounded shall be in the amount set by City Council resolution.~~

TDMC 5.20.040(E)(1):

impoundment fee, if established by City Council resolution;



AGENDA STAFF REPORT

AGENDA LOCATION: Item #11B

MEETING DATE: April 13, 2026

TO: Honorable Mayor and City Council

FROM: Jonathan Kara, City Attorney

ISSUE: Adopting Resolution No. 26-013, a resolution amending the City Fee Schedule (effective April 14, 2026)

BACKGROUND: The City Fee Schedule was established in 2001 and provides both the City and the public with a catalog of charges for the City's provision of municipal services. The City typically reviews and revises the City Fee Schedule on an annual, or semi-annual basis to reflect increases to the City's costs for its provision of services, and the most recent update occurred June 10, 2025.

A marked-up copy of the proposed City Fee Schedule (effective April 14, 2026) is attached to and made part of the proposed Resolution as **Exhibit 1**. Consistent with recent practice: if Council adopts the Resolution, the adopted City Fee Schedule actually published will contain only the final adopted fees (i.e., without the PROPOSED column in **Exhibit 1**). Any text contained in **Exhibit 1** in red-color font indicates either an addition or deletion.

This Resolution proposes only the 4 following changes: **(1)** reducing TDMC Chapter 5.03 recreational use permit fees; **(2)** creating a new fee for certain administrative land use and development applications; **(3)** establishing the dog license replacement-tag fee and online processing fee; and **(4)** adjusting the City's public records staff time fee for the first time since it was created in 2001.

1. Recreational Permit Fees

Staff recommends:

- reducing single-day exclusive use fees from \$250 to **\$150**;
- reducing single-day nonexclusive use from \$100 to **\$50**;

- reducing multi-day exclusive use from *\$500/day* to **\$250/day**; and
- reducing multi-day nonexclusive use from *\$200/day* to **\$150/day**.

This adjustment is intended to better calibrate the City’s recreational permit fees to actual use cases and to reduce an unnecessary cost barrier to the ordinary permit process. The proposal does not relax the underlying permit standards or operational protections for City property. It simply updates the fee component so the City can continue to manage park use, protect public facilities, and recover a reasonable portion of its administrative and operational costs without pricing out appropriate community use.

Staff’s view is that the current fees are likely discouraging use and that a more moderate fee structure should still allow the City to manage and recoup costs in a reasonable way. Staff is not proposing any change to the refundable security deposit amounts to ensure the City can continue offering its facilities; it is refunded if a facility is left in good condition and is retained for cleanup, restoration, and repair costs if a permitted exclusive or multi-day use leaves the park in damaged condition.

2. Administrative Application (General) Fee

Staff recommends a new administrative application (general) fee of **\$160**.

Staff identified a gap in the current fee schedule for standalone administrative land use applications that do not fit neatly within an existing named fee category, including the current need for an administrative wireless facility application. The proposed amount is intended to reflect a limited administrative review process and was derived using the Commercial Building Permit fee (\$145) as the closest comparable baseline, plus the average cost of the required mailed notice for these types of applications. Adding this fee now gives the City a clear and administrable fee for comparable applications going forward without forcing those applications into a less fitting fee category that does not reflect the actual application being processed or the City’s actual processing costs.

3. Dog Licenses: Replacement-Tag Fee and Credit Card Processing Fee

Staff recommends, for dog licensing, a replacement-tag fee of **\$3** and a credit card processing fee of **\$3**.

The replacement-tag fee is intended to match the City’s actual vendor charge (no markup) for replacement-tag fulfillment so that a pet owner who loses a tag bears the direct replacement cost rather than shifting that cost to the broader licensing program or the General Fund. The credit card processing fee applies only to vendor-processed credit card transactions and does not apply to check payments. Together, these changes make the dog-license fee lines more accurate, more transparent to the public, and better aligned with the City’s actual administration of the licensing program.

Staff also proposes indicating explicitly on the Fee Schedule that guide/service dog and assistance-animal dog licenses are free and that no credit card processing fee would be charged for those license transactions, consistent with Oregon law and TDMC Chapter 5.20 (*Dog Control*).

4. *Public Records Staff Time Fee*

Staff recommends updating the City's public records staff time rate from *\$25 per hour* to **\$50.00 per hour**.

The current \$25/hour rate dates back to the City's first adopted fee schedule in 2001 and has remained unchanged for 25 years. For context, the 2001 rate adjusted solely for inflation is about \$46/hour. The proposed \$50/hour rate is intended to better reflect the actual cost of the work now being performed based on the Paralegal position's compensation; that position alone handles the overwhelming majority of the City's public-records processing work.

Just as important, this amendment does not change the public's rights under Oregon law or the City's existing access safeguards. Easily accessible or routinely requested records that take less than one hour of staff time will remain free. The City will continue to provide written estimates before significant costs are incurred, continue to obtain requester confirmation and prepayment where appropriate, continue to refund any overpayment promptly, continue to consider fee waivers or reductions when disclosure primarily benefits the general public, and continue to work with requesters to narrow broad requests so they can obtain the most useful records more quickly and at lower cost.

In practical terms, keeping the current \$25/hour rate in place would continue a substantial mismatch between the Fee Schedule and the City's actual labor cost for individualized labor-intensive requests. When that happens, the unpaid portion of the work is absorbed by the General Fund and by operating departments whose staff time is diverted from other public work. Oregon law recognizes that public-records processing can, in some circumstances, impede a public body's ability to perform other necessary services. Staff considered whether a more complicated tiered structure was necessary, but a single rate is appropriate here because the Paralegal position performs the substantial majority of the locating, organizing, reviewing, redacting, and production work, and a single rate is simpler for requesters to understand and for staff to administer.

Consistent with ORS 294.160(1), Council must provide an opportunity for interested persons to comment on the enactment of any resolution prescribing a new fee or fee increase or an increase in the rate or other manner in which the amount of a fee is determined or calculated—it would be appropriate for the Mayor to offer the public an opportunity to comment on the adoption of this Resolution prior to Council's adoption.

BUDGET IMPLICATIONS: The recreational permit fee reductions may modestly reduce fee revenue if permit volume remains unchanged, but staff expects that impact to be limited and potentially offset in part by improved use of the ordinary permit process. The new administrative application fee, the \$3.00 dog-license replacement-tag fee, the \$3.00 credit card processing fee, and the updated public-records staff-time fee are intended primarily to better align the Fee Schedule with the City's actual costs and reduce continued General Fund subsidy of these services.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to adopt Resolution No. 26-013, as presented.*
2. Make modifications to then move to adopt Resolution No. 26-013, as amended.
3. Decline formal action and provide Staff additional direction.

RESOLUTION NO. 26-013

**A RESOLUTION AMENDING THE CITY FEE SCHEDULE
(EFFECTIVE APRIL 14, 2026)**

WHEREAS, on November 26, 2001, the City Council adopted Resolution No. 01-030 to establish the City Fee Schedule;

WHEREAS, the City amends the City Fee Schedule from time to time to reflect increases to the City’s costs for its provision of services, most recently on January 27, 2026;

WHEREAS, consistent with ORS 294.160(1), at its April 13, 2026, regular meeting, the City Council provided an opportunity for interested persons to comment upon the enactment of this Resolution; and

WHEREAS, after considering the Staff Report and any public comment, the City Council finds adoption of an amended City Fee Schedule as provided herein is in the best interests of the public health, safety, and welfare.

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

Section 1 Fee Schedule Amended. The City Council hereby approves the amendment of the City Fee Schedule by adopting the *City Fee Schedule (Effective April 14, 2026)* attached to and made part of this Resolution as its **Exhibit 1**.

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

PASSED AND ADOPTED THIS 13TH DAY OF APRIL, 2026,

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

AND APPROVED BY THE MAYOR THIS 13TH DAY OF APRIL, 2026.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

City of The Dalles FEE SCHEDULE <i>Effective Date: January 27, 2026 April 14, 2026</i>		
<u>POLICE DEPARTMENT</u>		
	CURRENT	PROPOSED
Report (Search & Copy)	\$6.00	
Burglary Alarm Permit (annual fee)	\$22.00	
Robbery Alarm Permit (annual fee)	\$22.00	
Copies of digital images provided in digital format (per incident)	\$6.00	
Certified Copies (each true copy)	\$6.00	
Redaction fee (In-House) - Video/Audio of body camera footage	\$100/video hour	
Redaction fee (Third-Party Vendor) - Video/Audio of body cam footage	City cost	
Staff Time - Video/Audio of body cam footage	\$35.00/hour	
Livestock Permit fee (3-year permit)	\$75.00	
Dog License		
Altered (1 / 2 / 3 year license)	\$25 / \$45 / \$60	
Unaltered (1 / 2 / 3 year license)	\$35 / \$70 / \$105	
Reduced fees for military and age 65+ Altered (1 / 2 / 3 year license)	\$15 / \$25 / \$30	
Guide/Service Dog	New Fee	\$0.00
Assistance Animal (ORS 659A.143)	New Fee	\$0.00
Replacement-Tag Fee	New Fee	\$3.00
Credit Card Processing Fee (Vendor Charge)	New Fee	\$3.00
<u>LIBRARY</u>		
Overdue materials fee - juvenile, per day	\$0.05	
Overdue materials fee - juvenile, maximum	\$0.50	
Overdue materials fee - adult, per day	\$0.10	
Overdue materials fee - adult, maximum	\$1.00	
Interlibrary Loan	\$1.00	
Non-resident borrowing privilege (annual fee)* *Residents of Fort Vancouver Library District	\$25.00	
Non-resident borrowing privilege (annual fee)** **Non-residents of Special Library District (the Wasco County Library Service District) or the Sage Library System	\$75.00	
<u>FINANCE DEPARTMENT</u>		
Transaction fee (when account is set up)	\$25.00	
Delinquency Processing fee (door hanger)	\$25.00	
Delinquent Account Water Turn-On fee (<i>If water was turned off for non-payment</i>)	\$25.00	
Non-sufficient funds check fee	\$30.00	
Lien search	\$30.00	
Commercial Resale License (annual fee)	\$30.00	
Investigation fee	\$10.00	
<u>UTILITIES</u>		
Industrial Pretreatment fees:		
Initial permit application fee	\$1,000.00	
Renewal of permit	\$500.00	
Annual permit fee:		
SIU (Significant Industrial User)	\$500.00	
Non-SIU	\$335.00	
Semiannual monitoring fee	City cost	
Monthly fees for Industrial User (IU) under Pretreatment Program: Volume charge: one sewer unit per 10,000 gallons of discharge.		
Strength surcharges:		
BOD greater than 200 mg/L, per pound BOD	\$0.50	
TSS greater than 200 mg/L, per pound TSS	\$0.25	
Discharge fees for batch discharges by permit under Pretreatment Program:		
One time discharger (per gallon/minimum \$250.00)	\$0.06	
Batch basis discharger (per gallon)	\$0.06	
Residential Water Rates (Monthly Fixed Charge):		

Meter size 0.75" (volume \$1.87 per 1,000 gallons over 7,000 gallons per month)	\$57.09
Meter size 1" (volume \$1.87 per 1,000 gallons over 7,000 gallons per month)	\$57.09
Meter size 1.5" (volume \$1.87 per 1,000 gallons over 7,000 gallons per month)	\$57.09
Meter size 2" (volume \$1.87 per 1,000 gallons over 7,000 gallons per month)	\$75.41
Commercial Water Rates (Monthly Fixed Charge):	
Meter size 0.75" (volume \$4.08 per 1,000 gallons over 5,000 gallons per month)	\$50.13
Meter size 1" (volume \$4.08 per 1,000 gallons over 5,000 gallons per month)	\$54.52
Meter size 1.5" (volume \$4.08 per 1,000 gallons over 5,000 gallons per month)	\$74.25
Meter size 2" (volume \$4.08 per 1,000 gallons over 5,000 gallons per month)	\$96.19
Meter size 3" (volume \$4.08 per 1,000 gallons over 5,000 gallons per month)	\$197.09
Meter size 4" (volume \$4.08 per 1,000 gallons over 5,000 gallons per month)	\$328.69
Meter size 6" (volume \$4.08 per 1,000 gallons over 5,000 gallons per month)	\$657.71
Meter size 8" (volume \$4.08 per 1,000 gallons over 5,000 gallons per month)	\$1,096.40
Meter size 10" (volume \$4.08 per 1,000 gallons over 5,000 gallons per month)	\$1,578.95
Meter size 12" (volume \$4.08 per 1,000 gallons over 5,000 gallons per month)	\$1,973.77
Outside City limits WATER RATES ONLY (residential and commercial) are charged 1.5 times the applicable rates, in lieu of debt service property taxes collected inside the City for bonded water system improvements	
Sewer fees (Effective July 1, 2025):	
Inside city limits (per unit, per month)	\$49.14
Outside city limits (per unit, per month)	\$83.53
Systems Development fees (Water):	
Application (per unit)	\$2,317.00
<u>Residential Water Unit Calculations</u>	
.75" service or meter = 1 unit	
1" service or meter = 1.7 units	
1.5" service or meter = 3.3 units	
2" service or meter = 5.3 units	
<u>Nonresidential Water Unit Calculations</u>	
.75" service or meter = 1 unit	
1" service or meter = 1.7 units	
1.5" service or meter = 4.7 units	
2" service or meter = 8.0 units	
3" service or meter = 23.3 units	
4" service or meter = 43.3 units	
6" service or meter = 93.3 units	
8" service or meter = 160.0 units	
10" service or meter = 233.3 units	
12" service or meter = 293.3 units	
Systems Development fees (Sewer):	
Application fee (per unit)	\$1,789.00
<u>Sanitary Sewer Unit Calculations</u>	
Residential Dwelling = 1 unit	
Multiple Family Dwelling = 1 unit per residential dwelling	
Motor Courts, Motels, Hotels = 1 unit per 2 rental rooms	
Recreational Camping Parks = 1 unit per 2 spaces	
Schools:	
High & Middle Schools = 1 unit per 15 students	
Elementary Schools = 1 unit per 20 students	
Restaurants, Cafes, Coffee Shops open more than 60 hrs/wk = 1 unit per 10 seats Restaurants, Cafes, Coffee Shops open 60 hrs/wk or less = 1 unit per 20 seats (Banquet rooms are not to be included in the counting of seats)	
Taverns, Lounges = 1 unit per 10 seat capacity	
Hospitals:	
With Laundry Facilities = 1 unit per bed	
Without Laundry Facilities = 1 unit per 2 beds	
Rest Homes = 1 unit per 2 beds	
Commercial = 1 unit per 9 or less employees	
Laundromats = 1 unit per 2 machines	
Theaters = 1 unit per 100 seat capacity	

Churches = 1 unit per 100 seat capacity	
Auto Service Stations = 1 unit per 9 employees	
Commercial car washes = 1 unit per 10,000 gallons per month	
Medical, Veterinary = 1 unit per 10,000 gallons per month or 1 unit per 2 exam rooms	
Prison, Jails = 0.5 unit per bed	
Industrial, Domestic Strength = 1 unit per 10,000 gallons per month	
System Development fees (Storm Water): (Rate multiplied by the number of Equivalent Residential Units)	\$342.00
Storm Water fee: (Monthly rate per Equivalent Residential Unit)	\$2.00
<u>Storm Water Equivalent Residential Unit Calculations</u>	
Single family residential unit = 1 ERU	
Property other than a single family residential unit = 1 ERU per 3,000 feet of impervious surface	
Mobile Home Park = 1 ERU per space	
Multiple family building or facility = 1 ERU per multiple family unit on property	
Contractor Water - From Hydrant Meter:	
Hydrant meter placement/removal	\$70.00
Hydrant meter with backflow device - Placement/testing/removal	\$95.00
Hydrant meter with backflow device - Move and retest	\$95.00
Hydrant meter fee: (Not prorated; provide 24 hours' notice for removal)	
3" meter on 2½" hydrant port: Up to two days	\$37.56
Weekly rate	\$80.48
¾" meter on 2½" hydrant port: Up to two days	\$26.83
Weekly rate	\$59.02
Water Usage - At commercial volume rate per 1000 gallons (No gallonage included)	\$4.38
Contractor Water - From Public Works Department fill station:	
Water Usage - At commercial volume rate (per gallon)	\$0.25
<u>PUBLIC WORKS</u>	
After-hours call-out fee (for overtime)	\$30.00
Application fee for Reimbursement District (actual fee calculated at 5% of project value with no minimum fee)	\$10,000.00
Banner Permit	\$100.00
Right-of-Way Encroachment Agreement Legal Description Review	\$50.00
Sidewalk/Street Closure Permits:	
Application fee	\$50.00
Expediting fee (when application is turned in less than 5 days prior to event)	\$50.00
Deployment fee (on for-profit events which require the use of city signs and barricades that staff deliver to event location)	\$100.00
Document fees:	
Aerial copies (11"x17", per page)	\$25.00
Blue line/large format copies (per square foot)	\$0.50
Development standards, hardcopy	\$25.00
Development standards, electronic copy	\$15.00
Large maps/drawings (per square foot)	\$0.50
Wicks Treatment Plant Lab fees:	
Well Test Package (total coliforme/E.coli by CF method, nitrate, Hardness, Iron)	\$90.00
Real Estate Package (total coliforme/E.coli by CF method, nitrate, arsenic)	\$110.00
Turbidity	\$16.00
pH (certified)	\$20.00
Alkalinity	\$20.00
Aluminum	\$24.00
Calcium	\$16.00
Copper	\$16.00
Fluoride	\$32.00
Hardness	\$24.00
Iron	\$16.00
Manganese	\$24.00

Phosphate - Ortho	\$24.00	
Phosphate - Total	\$36.00	
Silica	\$32.00	
Sulfate	\$10.00	
Certified Bio-Lab Tests		
Total Coliform/E. coli by CF Method	\$40.00	
Total Coliform/E. coli by CF-Quanti-Tray Method	\$50.00	
Arsenic (3rd party lab)	\$40.00	
Nitrate	\$40.00	
Adjustment - Administrative	\$60.00	
Adjustment - Quasi	\$235.00	
Single Family Residential Water Meter Installation Charges		
¾-inch Residential Water Service	Time and Materials	
4-inch Residential Sewer Service	Time and Materials	
System Development fees (Transportation): Calculated using Discounted Transportation SDC per Unit of Development, as shown in Table 10 attached as Exhibit "A"		
PLANNING DEPARTMENT		
Administrative Application Fee (General)	New Fee	\$160.00
*Adjustment – Administrative Action	\$97.00	
*Adjustment – Quasi-Judicial Action	\$344.00	
*Annexation	\$537.00	
Appeal - Initial Hearing - "Permits" (as defined by ORS 227.160(2))	\$250.00	
All Other Appeals	\$1,000.00	
Residential Building Permit - Major (i.e., all residential development resulting in the creation of a dwelling unit)	\$145.00	
Residential Building Permit - Minor (i.e., all residential development that does not result in the creation of a dwelling unit)	\$42.00	
Commercial Building Permit	\$145.00	
*Comprehensive Plan Amendment	\$908.00	
*Comprehensive Plan/Zone Change	\$1,346.00	
*Conditional Use Permit	\$591.00	
Demolition Permit	\$42.00	
Fence Permit	\$42.00	
Fence Permit (requiring Director approval)	\$62.00	
Historic Landmarks Commission Review - All non-demolition applications	\$103.00	
Historic Landmarks Commission Review – Demos	\$253.00	
*Home Business Permit	\$103.00	
*Major Partition	\$530.00	
*Minor Partition	\$355.00	
Land Use Compatibility Statement (LUCS) Review	\$62.00	
Land Use Application Expiration Timeline Extension	\$62.00	
Laydown Yard	\$42.00	
Mobile Food Vendor License and Transient Merchant Permit:		
The City shall reduce the otherwise applicable license fee by 50% if a vendor certifies it shall provide at its licensed activity at least two healthy food options.		
Type I: <i>Initial license valid for 30 days</i>	\$31.00	
Initial 30-day extension Up to five 30-day extensions @ \$26.00 per extension are allowed for a total extension period of 180 days	\$26.00	
Type II: <i>license valid for 12 months</i>	\$155.00	
Land Use and Development Approval: <i>Site Plan Review fee</i>	\$468.00	
*Mobile Home Park	\$623.00	
Non-conforming Use – Administrative Action	\$97.00	
Non-conforming Use – Quasi-Judicial Action	\$344.00	
Physical Constraints Permit	\$31.00	
*Planned Unit Development	\$673.00	
Property Line Adjustment	\$103.00	
Proposed Change of Use	\$52.00	
Sidewalk/Approach Permit	\$21.00	

Sign - Sidewalk Signboard Permit (one-time fee)	\$21.00	
Sidewalk Signboard Impound Redemption fee (1st violation)	\$16.00	
Sidewalk Signboard Impound Redemption fee (2nd violation)	\$67.00	
Sidewalk Signboard Impound Redemption fee (3rd & subsequent violations)	\$134.00	
Sign - Flush Mount	\$42.00	
Sign - Freestanding under 8'	\$88.00	
Sign - Freestanding over 8'	\$124.00	
Sign - Refacing (all new sign face replacements for new businesses with no structural modification to existing sign)	\$42.00	
Sign - over 250 square feet	\$212.00	
*Site Plan Review	\$468.00	
*Subdivision	\$664.00	
Utility Verification	\$16.00	
*Vacation (Street)	\$665.00	
*Variance	\$539.00	
*Zone Change – Quasi-Judicial Action	\$912.00	
*Zoning Ordinance Amendment	\$908.00	
NOTE: * denotes Site Team Discussion fee required	\$103.00	
Community Development Director's Interpretation (TDMC 10.1.090)	\$515.00	
Short Term Rental (STR) License (New License):		
1 bedroom/studio	\$119.00	
2 bedroom	\$237.00	
3 bedroom	\$356.00	
4 plus bedroom	\$474.00	
Short Term Rental (STR) License (License Renewal):		
1 bedroom/studio	\$78.00	
2 bedroom	\$155.00	
3 bedroom	\$232.00	
4 plus bedroom	\$309.00	
Document fees:		
Comprehensive Plan	\$20.00	
Comprehensive Plan Map	\$10.00	
Geologic Hazard Study	\$20.00	
Zoning Ordinance (LUDO)	\$20.00	
Zoning Map	\$10.00	
Copies 8 ½ X 11 and 11 X 17 (per page)	\$0.25	
Color copies	\$3.00	
Large Copies	\$5.00	
ADMINISTRATIVE FEES		
Photocopy fees: Per page (less than 50 pages)	\$0.25	
Document (between 50 and 100 pages)	\$15.00	
Document (over 100 pages)	\$25.00	
Ordinances, maps, odd size documents, filling public records requests that do not fit in another category, including research time, supervision, etc. (per hour)-Public Records Fee (per staff hour)	\$25.00	\$50.00
Liquor Licenses: (OLCC)		
New Outlet	\$100.00	
Change in Ownership/Privilege	\$75.00	
Annual Renewals	\$35.00	
Special Event	\$25.00	
Recreational Property (TDMC Chapter 5.03):		
Single-Day Non-Recreational Permits		
Exclusive Use	\$250.00	\$150.00
Non-exclusive Use	\$100.00	\$50.00
Security Deposit (refundable)	\$200.00	
Multi-Day Non-Recreational Permits (100+ Persons Required)		
Exclusive Use	\$500/day	\$250/day
Non-exclusive Use	\$200/day	\$150/day
Security Deposit (refundable)	\$300/day	

Minimum Annual Telecommunications Franchise fee (only paid if 7% of Franchisee's gross revenue is less than \$500/quarter)	\$500.00/quarter (\$2,000.00/year)
Security Deposit for Non-Permitted Public Right-of-Way Use (creditable upon entering a franchise agreement or other non-permit permission to use the City's public rights-of-way)	\$1,000.00
Commercial Dock:	
User fee	NONE DURING AGREEMENT
Procurement Protest Fee	\$1,000.00