

**AGENDA****REGULAR CITY COUNCIL MEETING****APRIL 27, 2026****5:30 p.m.****CITY HALL COUNCIL CHAMBER****313 COURT STREET****&****LIVE STREAMED****[https://www.thedalles.org/Live\\_Streaming](https://www.thedalles.org/Live_Streaming)**

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

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

Contact the City Clerk at (541) 296-5481 ext. 1119 or [amell@thedalles.gov](mailto:amell@thedalles.gov)

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

A. Mid-Columbia Housing Authority Presentation

6. AUDIENCE PARTICIPATION

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

7. CITY MANAGER REPORT
8. CITY COUNCIL REPORTS
9. CONSENT AGENDA

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

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 April 27, 2026 Regular City Council Meeting Minutes
- B. Resolution No. 26-016, A Resolution Authorizing and Directing the City Attorney to Execute the Claim Form and All Other Necessary Actions for the City’s Participation in the Discover Card Merchant Settlement
- C. Authorize the City Manager to Execute the Third Amendment to Professional Services Agreement with Archaeological Investigations Northwest, Inc. for Additional Archaeological Monitoring Required for the First Street Streetscape Project
- D. Authorize the City Manager to Execute Contract No. 2026-006, a Public Improvement Agreement with TK Elevator Corporation for Elevator Modernization Upgrades at the Library
- E. Authorize the City Manager to Execute Contract No. 2026-006, a Public Improvement Agreement with TK Elevator Corporation for Elevator Modernization Upgrades at The Dalles Police Department

#### 10. ACTION ITEMS

- A. General Ordinance No. 26-1428 Amending Certain Provisions of TDMC Chapter 1.04 (Elections Code) for Legal Sufficiency

#### 11. DISCUSSION ITEMS

- A. Local Agency and Nonprofit Funding Request Program

#### 12. EXECUTIVE SESSION

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

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

#### 13. ADJOURNMENT

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Prepared by/ Amie Ell, City Clerk

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



## **PRESENTATION**

**AGENDA LOCATION:** Item #5A

**MEETING DATE:** April 27, 2026

**TO:** Honorable Mayor and City Council

**PRESENTORS:** Karen Long and Sergio Garcia

**TOPIC:** Mid-Columbia Housing Authority Presentation

**ATTACHMENTS:**

- A. Mid-Columbia Housing Authority Presentation Slides



**Mid-Columbia**  
**Housing Authority**  
Autoridad de Vivienda de Mid-Columbia



**Columbia Cascade**  
**Housing Corporation**  
a Non-Profit Entity

Promoting adequate, affordable housing, economic opportunity and a suitable living environment free from discrimination for lower income households.

# Working for our community



Federal rental  
assistance  
programs



Asset building and  
resident services  
programs



Development,  
asset management,  
and property  
management



Homeownership  
programs and  
resources

# Rental Assistance

- Housing Choice Voucher Program provides \$750,000 in rental assistance payments each month to private landlords on behalf of roughly 900 households in our five-county region
- Demographics on people we serve: 1/3 elderly, 1/3 disabled, and 1/3 families with children



# Asset Building & Resident Services

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- Family Self-Sufficiency Program
- Bridges to Health Pathways
- Your Money, Your Goals – Financial education classes
- VIDA–Matched Savings Accounts
- Columbia Gorge Food Bank partnership



# Property Development, Preservation & Management

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Non-profit development arm of MCHA is  
Columbia Cascade Housing Corporation (CCHC)

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435 apartment homes in 24 properties  
throughout the Gorge

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Four projects in various stages of development:  
Western Klickitat County Property, Mariposa  
Village in Hood River, Chenoweth Loop Rd. in  
The Dalles, and Columbia View Apartments in  
Cascade Locks (Acquisition Rehab)





# Chenoweth Loop Rd Development

- 76 affordable units – 20 units for veterans and 56 units for families
- Total project cost is \$47.5M
- Recently awarded final piece of public funding
- Anticipating closing on financing and starting construction in late summer/early fall 2026
- Onsite resident services in partnership with Mid-Columbia Center for Living and Mid-Columbia Community Action Council

# PHASES OF REAL ESTATE DEVELOPMENT



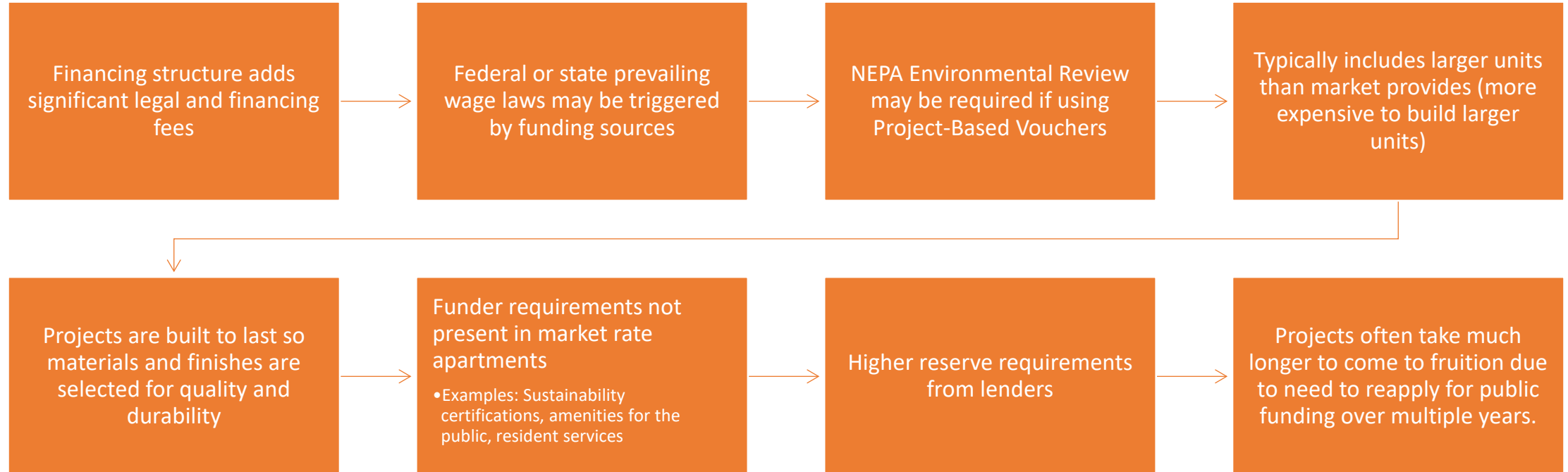
**Feasibility** | (6 months to several years) Identify a site and engage project team to assess the physical and financial viability of the project. Identify and secure a major funding source.

**Predevelopment** | (1-2 years) Expand the team, finish design, submit and obtain permits, secure and close on construction funding.

**Construction** | (1-2 years) Get the project built and begin marketing units.

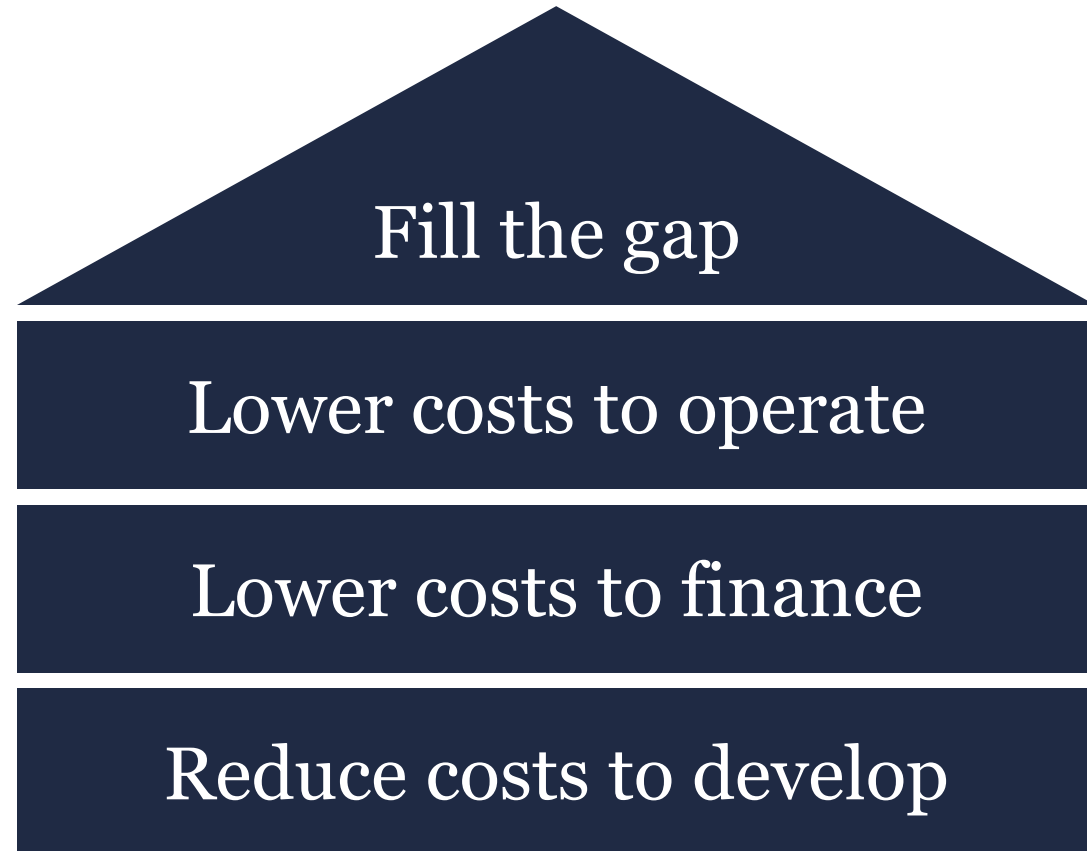
**Closeout** | (6-12 months) Lease units, transition from construction to long-term financing.

# WHY IS AFFORDABLE HOUSING SO EXPENSIVE TO BUILD?



# ADDRESSING THE FUNDING CHALLENGE:

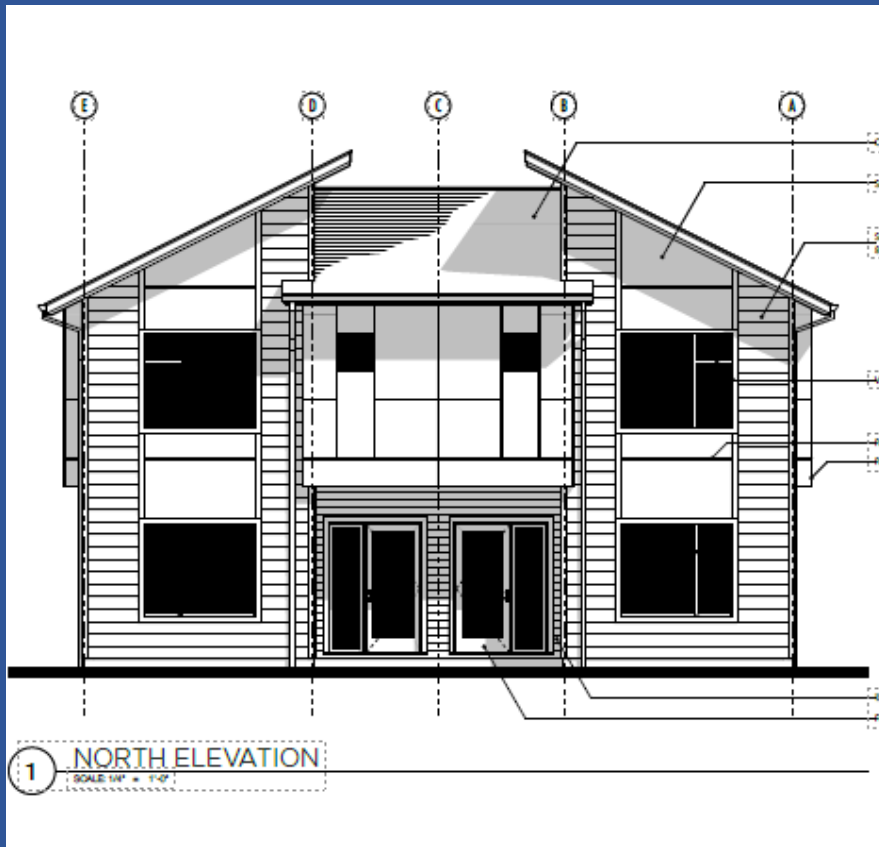
- Free land; Waive permit and development fees; Property tax exemption
- Reduce operating costs (increase up front costs) – solar, durable materials
- 9% & 4% tax credit, Oregon Affordable Housing Tax Credit
- Private Activity Bond
- CDBG, HOME, Housing Trust Fund
- Section 202, Section 811
- Rural Development funds
- Oregon General Housing Account
- Oregon LIFT & Permanent Supportive Housing funds
- Preservation targeted funds
- Agricultural worker grants and credits
- Veteran specific funds
- Oregon Health Authority
- Local investments
- Energy and sustainability incentives
- Private fundraising
- Rent subsidies: Section 8, supportive services



An illustration on the left side of the slide shows a house with a red roof and yellow walls. The house is supported from below by several hands of different skin tones (brown, tan, and light green). The background behind the house is dark green, suggesting a night sky or a forest. The entire illustration is contained within a circular frame that is partially cut off on the right side.

# Homeownership Programs

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- ABC's of Home Buying class
  - Homeownership counseling
  - Down Payment Assistance
  - Foreclosure Avoidance Program
  - Home Repair Programs
  - Community Land Trust model

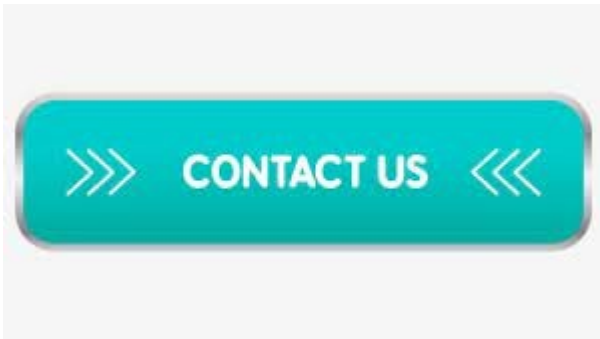


## 310 W 10<sup>th</sup> St. The Dalles

# Making Homeownership Possible: Community Land Trust / Shared Equity Homeownership

- Two new duplexes at 310 W 10<sup>th</sup> St will offer affordable, below-market homes for local families
- Shared equity model ensures long-term affordability and stability
  - CCHC retains ownership of the land, and the buyer owns the home
  - Homeowners build equity, but resale prices are limited to ensure lasting affordability
- Homeownership education, continued counseling, and down payment assistance help buyers achieve long term success

# Want more information?



Visit our website

[www.mid-columbiahousingauthority.org](http://www.mid-columbiahousingauthority.org)

[www.columbiacascadehousingcorp.org](http://www.columbiacascadehousingcorp.org)

Call us

541-296-5462

Stop by our office

500 E 2<sup>nd</sup> St. The Dalles

Email us

[info@mid-columbiahousingauthority.org](mailto:info@mid-columbiahousingauthority.org)



## AGENDA STAFF REPORT

**AGENDA LOCATION:** Item #9 A - E

**MEETING DATE:** April 27, 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 April 13, 2026 Regular City Council meeting minutes.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The minutes of the April 13, 2026 Regular City Council meeting have been prepared and are submitted for review and approval.

**RECOMMENDATION:** Review and approve the minutes of the April 13, 2026 Regular City Council meeting minutes.

B. **ITEM:** Adopting Resolution No. 26-016 a resolution authorizing and directing the City Attorney to execute the claim form and all other necessary actions for the City's participation in the Discover Card Merchant Settlement

**BUDGET IMPLICATIONS:**

The City received a court-approved claim form notice indicating that it may be eligible to receive a payment under the Discover Card Merchant Settlement if it submits a claim by May 18, 2026. The notice states that the settlement class generally includes merchants that accepted or processed Discover credit cards between January 1, 2007, and December 31, 2023. The settlement provides for Discover to pay between \$540 million and \$1.225 billion (plus interest), with payment amounts to eligible claimants determined under the settlement's allocation methodology. The City accepted Discover card payments during the applicable period and therefore appears eligible to participate. For reference, the

City has received \$827.12 from the similar Visa/Mastercard settlement Council authorized in November 2024 (where Visa/Mastercard were required to pay between \$5.54 billion and \$6.24 billion).

**SYNOPSIS:**

According to the court-approved notice, a proposed class action settlement has been reached in three related lawsuits alleging that, beginning in 2007, Discover misclassified certain Discover-issued consumer credit cards as commercial credit cards, which allegedly caused merchants and others to incur excessive interchange fees. Discover denies the claims, and the court has not decided the merits. If approved, the settlement will resolve the litigation and provide payments to eligible settlement class members who submit valid claims.

The City must take affirmative steps to participate in the settlement, including submitting the claim form on or before May 18, 2026.

I have reviewed the Discover claim form notice and recommend that the City take the necessary steps to submit a claim. If the City does not submit a claim, it will not share in any settlement funds.

**RECOMMENDATION:** Adopt Resolution No. 26-016 as presented.

- C. **ITEM:** Authorize the City Manager to execute the Third Amendment to Professional Services Agreement with Archaeological Investigations Northwest, Inc. in an amount not to exceed \$146,804.00 for additional archaeological monitoring required for the *First Street Streetscape Project*

**BUDGET IMPLICATIONS:**

The proposed Third Amendment would increase the AINW contract by \$146,804.00, increasing the total contract amount from \$508,985.70 to \$655,789.70. Funding is available within the existing *First Street Streetscape Project* budget (018-2900-000.75-10), plus a budgeted/pending transfer of URA funds. Fund 18 currently includes all remaining funds from the 2009 FFCO bond, interest revenues, and contributions sufficient to cover the contract cost. The URA has budgeted an additional \$3,200,000 in its Fund 200-6700-000.75-10, bringing the total budget available for this Project in Fund 18 to \$6,796,085.

Of that total, \$4,069,727 has been allocated for Project construction, \$243,509 for Project contract administration and engineering oversight, and \$399,082.70 for the original AINW contract. This contract was subsequently increased by \$25,000 under a First Amendment for interim monitoring work through April 17, and \$84,903.00 under a Second Amendment for interim monitoring through April 27 and a limited Phase 1 discovery scope. If approved, this Third Amendment for \$146,804.00 would bring the total AINW contract amount to \$655,789.70, leaving a remaining balance of \$1,827,059.30. Sufficient budgetary resources are available to cover the cost of this agreement.

**SYNOPSIS:**

The City entered into a *Professional Services Agreement* with Archaeological Investigations Northwest, Inc. (AINW) for archaeological compliance, excavation, monitoring, reporting, and documentation services for the First Street Streetscape Project (**Project**). The City later approved a limited First Amendment for short-term interim monitoring. The City also separately extended that interim monitoring (at no additional cost) and authorized limited Phase 1 discovery work associated with the March 31, 2026, discovery at site 35WS453.

As construction has continued, staff, AINW, KPFF (Project engineers/construction administrators), and Ajax (construction contractor) have quantified the additional archaeological monitoring needed to complete currently authorized work within the existing Project scope. The proposed Third Amendment would authorize up to 50 additional archaeological monitoring person-days beginning April 28, 2026.

The proposed amendment is limited to additional monitoring for work within the current Project scope only. It does not authorize monitoring for future change-order work, including anticipated Court Street sewer work or Union Street water work. If monitoring is later needed for those items, staff will bring that back separately.

This amendment is intended to avoid a monitoring gap, maintain compliance with amended SHPO Permit AP-4033 and the approved archaeological monitoring requirements for the Project, and allow currently authorized construction activities to proceed in an orderly manner. The amendment does not approve broader excavation, data recovery, or additional discovery-phase work beyond monitoring.

Under the proposed Third Amendment, AINW would continue to bill using the same labor categories, billing rates, and direct expense terms already established in the existing agreement. The amendment also requires detailed invoices, daily monitoring logs, and a running burn report (so staff can track person-days used, dollars billed, remaining balance, and current estimated need).

**RECOMMENDATION:** Move to authorize the City Manager to execute the Third Amendment to Professional Services Agreement with AINW in an amount not to exceed \$146,804.00 for additional archaeological monitoring required for the *First Street Streetscape Project*

- D. **ITEM:** Authorize the City Manager to execute Contract No. 2026-006, a Public Improvement Agreement with TK Elevator Corporation for elevator modernization upgrades at the Library

**BUDGET IMPLICATIONS:** This project will be paid for out of the City's General Capital Improvement Fund in an amount not to exceed \$150,734.49. There are sufficient funds to support this expenditure.

**SYNOPSIS:** Consistent with ORS 279C.335, this item implements the class exemption from competitive bidding adopted by the City Council acting as the

Local Contract Review Board (**LCRB**) under Resolution No. 26-003 (which establishes a limited class exemption for certain proprietary elevator modernization and major repair public improvement contracts and authorizes competitive proposals under ORS 279C.400 when feasible or direct negotiation when only one OEM or OEM-authorized provider is reasonably available).

Staff recommends award of the *Elevator Modernization – Library* public improvement contract to TK Elevator Corporation (**TKE**) based on the project-specific applicability of the class exemption—in this case, because the Library’s existing elevator system is a TKE product with proprietary/OEM tools, parts, and software/programming, formal competitive bidding not likely to produce meaningful competition for the required scope without forcing full replacement at disproportionate cost.

TKE’s proposal (attached) provides modernization of the Library hydraulic elevator, including controller and major component modernization and associated electrical and fire alarm modifications as described in the proposal. Public interest and operational rationale supporting award to TKE here includes:

1. **ADA Compliance.** The Library’s elevator is essential to maintain ADA access and continued public use of the Library.
2. **Original Equipment Manufacturer.** TKE is the OEM for the Library elevator system and the practical market for this modernization work is limited to the OEM or OEM-authorized providers. Staff’s understanding is that no other elevator companies will modernize or maintain this OEM system.
3. **Cost Savings.** Modernization is substantially more cost-effective than full replacement and is expected to extend the useful life of the existing elevator system, which avoids disproportionate replacement cost and extended service disruption.

Because this contract exceeds \$100,000 and will be awarded without competitive bidding, staff will complete and provide the City Council (as the Local Contract Review Board) the post-project evaluation required by ORS 279C.355 upon completion of and final payment for this project, which will include (a) the actual project cost as compared with original project estimates; (b) the amount of any guaranteed maximum price; (c) the number of project change orders issued by the City; (d) a narrative description of successes and failures during the design, engineering and construction of the project; and (e) an objective assessment of the use of the alternative contracting process as compared to the findings required for award.

If authorized by Council here, the resulting Public Improvement Agreement will be consistent with Contract No. 2026-002 (*Elevator Modernization – City Hall*).

**RECOMMENDATION:** Move to authorize the City Manager execute a Public Improvement Agreement with TK Elevator Corporation in an amount not to

exceed \$150,734.49 for the Library’s elevator modernization consistent with Resolution No. 26-003, TKE’s proposal scope, and subject to City Attorney legal sufficiency approval.

- E. **ITEM:** Authorize the City Manager to execute Contract No. 2026-005, a Public Improvement Agreement with TK Elevator Corporation for elevator modernization upgrades at The Dalles Police Department

**BUDGET IMPLICATIONS:** This project will be paid for out of the City’s General Capital Improvement Fund in an amount not to exceed \$162,986.12. There are sufficient funds to support this expenditure.

**SYNOPSIS:** Consistent with ORS 279C.335, this item implements the class exemption from competitive bidding adopted by the City Council acting as the Local Contract Review Board (LCRB) under Resolution No. 26-003 (which establishes a limited class exemption for certain proprietary elevator modernization and major repair public improvement contracts and authorizes competitive proposals under ORS 279C.400 when feasible or direct negotiation when only one OEM or OEM-authorized provider is reasonably available).

Staff recommends award of the *Elevator Modernization – Police Department* public improvement contract to TK Elevator Corporation (TKE) based on the project-specific applicability of the class exemption—in this case, because Police Department’s existing elevator system is a TKE product with proprietary/OEM tools, parts, and software/programming, formal competitive bidding not likely to produce meaningful competition for the required scope without forcing full replacement at disproportionate cost.

TKE’s proposal (attached) provides modernization of the Police Department hydraulic elevator, including controller and major component modernization and associated electrical and fire alarm modifications as described in the proposal. Public interest and operational rationale supporting award to TKE here includes:

1. **ADA Compliance.** The Police Department’s elevator is essential to maintain ADA access and continued public use of the Police Department.
2. **Original Equipment Manufacturer.** TKE is the OEM for the Police Department elevator system and the practical market for this modernization work is limited to the OEM or OEM-authorized providers. Staff’s understanding is that no other elevator companies will modernize or maintain this OEM system.
3. **Cost Savings.** Modernization is substantially more cost-effective than full replacement and is expected to extend the useful life of the existing elevator system, which avoids disproportionate replacement cost and extended service disruption.

Because this contract exceeds \$100,000 and will be awarded without competitive

bidding, staff will complete and provide the City Council (as the Local Contract Review Board) the post-project evaluation required by ORS 279C.355 upon completion of and final payment for this project, which will include (a) the actual project cost as compared with original project estimates; (b) the amount of any guaranteed maximum price; (c) the number of project change orders issued by the City; (d) a narrative description of successes and failures during the design, engineering and construction of the project; and (e) an objective assessment of the use of the alternative contracting process as compared to the findings required for award.

If authorized by Council here, the resulting Public Improvement Agreement will be consistent with Contract No. 2026-002 (*Elevator Modernization – City Hall*).

**RECOMMENDATION:** Move to authorize the City Manager execute a Public Improvement Agreement with TK Elevator Corporation in an amount not to exceed \$162,986.12 for the Police Department’s elevator modernization consistent with Resolution No. 26-003, TKE’s proposal scope, and subject to City Attorney legal sufficiency approval.

MINUTES

CITY COUNCIL MEETING  
COUNCIL CHAMBER, CITY HALL  
APRIL 13, 2026  
5:30 p.m.

VIA ZOOM/ IN PERSON

**PRESIDING:** Mayor Richard Mays

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

**STAFF PRESENT:** City Manager Matthew Klebes, City Attorney Jonathan Kara, City Clerk Amie Ell, Public Works Director Dale McCabe, Police Chief Tom Worthy, Community Development Director Joshua Chandler, 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. McGlothlin, Runyon, Randall, Richardson, Wring, Mays present

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF AGENDA**

Mayor Mays noted the removal of item #12 from the agenda.

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

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

**PRESENTATIONS PROCLAMATIONS**

Law Enforcement Assisted Diversion Program (LEAD) Presentation

Rebecca Shilling, LEAD Program Manager presented information and updates of the LEAD program. She provided additional information in response to Council questions:

- Reported the program operated out of the Wasco County Courthouse in The Dalles and the Hood River County Courthouse, with data to be updated as available.
- Explained the LEAD program functioned as a pre-arrest diversion model, allowing law enforcement to refer individuals to services in lieu of citation or arrest.
- Stated staff were exploring additional funding opportunities, with future grant funding for the 2027–2029 biennium expected to be more competitive and data-driven.
- Reported opioid settlement funds were being used to address current gaps but were limited.
- Shared that additional funding was being explored through the Criminal Justice Commission (CJC), including a potential federal grant under review.
- Confirmed the program tracked individuals diverted to services outside of LEAD, including those not enrolled but connected to resources, as part of overall program outcomes.

AUDIENCE PARTICIPATION

Chuck Gomez presented a Beautification and Tree Committee report to Council, including the following updates:

- The Committee met twice monthly and was working with the Oregon Department of Forestry to update and expand the tree list for the annual giveaway program; approximately \$20,000 in trees had been distributed over several years.
- Coordination was underway with Fort Dalles Museum to identify historically appropriate oak and chestnut species for tree replacement.
- The Dalles Middle School requested trees, with approximately six large maple trees planned for shade and outdoor use.
- The Lewis and Clark Park turnaround project was on hold pending dissipation of herbicides, with work anticipated to resume next year; existing irrigation was in place and a historic-style streetlight feature was under consideration.
- A pilot project for hanging flower baskets at three intersections, totaling twelve baskets, was under development, with an estimated \$5,000 budget and maintenance under review.
- The pilot could inform future downtown expansion, and selected baskets included self-watering reservoir systems to reduce maintenance.

Nicole Biechler introduced herself to Council as a candidate for Wasco County Commissioner Position 1. She shared she was conducting outreach to local City Councils and attending to introduce herself. She provided information on how to learn more about her candidacy, including her website and Facebook page, and offered to speak with community members following the

meeting to answer questions.

Louise Langheinrich, downtown business owner, addressed Council regarding tourism outreach and downtown business support. She noted the start of the river tour boat season and expressed concern that current materials provided to visitors were limited to QR codes linking to the Chamber directory and calendar, which she indicated were not effective for the typical visitor demographic. She referenced a prior effort, approximately 11 years earlier, when a detailed downtown directory map was developed and distributed through kiosks, hotels, and tour boats, and stated that this map continued to be updated. She shared feedback from tour operators and visitors indicating a preference for printed maps, including a detailed business directory and mural map. She reported that recent visitors did not recall seeing QR codes and preferred physical materials, with some distributing printed maps among fellow passengers. She emphasized the need for clear, accessible tools to guide visitors to downtown businesses and recommended that tourism contract funds be used to support development and distribution of a detailed directory map.

Richardson expressed support for the concerns raised and indicated agreement that printed maps would be valuable. He suggested consideration of both a high-level map and a downtown-focused map and supported further discussion on the topic. He requested that staff coordinate with relevant partners to explore options and noted there may be flexibility within the existing tourism contract to support this effort.

Mayor Mays confirmed with the City Clerk that cruise ship schedules were shared with interested businesses through an email list and posted for all to view on the City's website.

### **CITY MANAGER REPORT**

City Manager Matthew Klebes reported;

- A reminder of the wastewater treatment plant tour scheduled for April 27 from 1:00 p.m. to 2:30 p.m., and the wastewater master plan work session scheduled for August 10 from 5:30 p.m. to 8:00 p.m.
- Councilors were asked to confirm participation in the Cherry Festival parade on April 25.
- An update on the Westside Interceptor Project Phase 2, including the early closure of Webber Street, temporary reopening with one-way flagged traffic toward the river, continued access via River Road, anticipated reopening of the Union Street underpass on April 17, and a planned closure of Webber Street again on April 20 to allow project completion.
- The First Street streetscape project was underway, with archaeological monitoring in place, the project on schedule, and additional signage installed to communicate access and parking availability downtown.
- The request for qualifications (RFQ) for an owner's representative for the water treatment

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plant replacement project was nearing completion and would be issued soon.

- Participation in a radio interview discussing the Federal Street Plaza (Basalt Commons) and other City topics.
- Attendance at a Town Hall hosted by Senator Ron Wyden's office and coordination with the Mayor to follow up on advocacy efforts related to the Dalles Watershed Act.
- Participation in the Governor's Data Center Advisory Committee meeting on March 27, including a presentation on municipal planning and water considerations for data centers.
- Participation on the League of Oregon Cities (LOC) Finance and Taxation Policy Committee and upcoming attendance at the LOC conference in Pendleton.

Richardson requested a future discussion on planning for the upcoming water year, noting concerns about low snowpack conditions. He expressed interest in receiving a briefing on snowpack levels, understanding the City's management approach, and identifying any potential policy considerations, and suggested scheduling the discussion within the next one to two City Council meetings.

Klebes responded that the request aligned with upcoming discussions on the Water Management and Conservation Plan update, which was scheduled for the second City Council meeting in May. He noted the timing allowed for a more comprehensive discussion of water conditions, management strategies, conservation measures, potential curtailment, and related policy considerations. He added that staff would review whether any time-sensitive items needed to be addressed sooner and could prioritize those as needed, otherwise the discussion would occur as part of the scheduled plan update.

### **CITY COUNCIL REPORTS**

Councilor Randall had no report.

Councilor Richardson reported;

- Attended a briefing session.
- Met with Senator Ron Wyden's staff to advocate for the City's position on the Dalles Watershed Act and encouraged a fact-based review of the issue.
- Participated with Councilor Wring and Mayor Mays in discussions to update and improve the performance evaluation process for the City Manager and City Attorney, with the goal of creating a more focused and useful approach.

Councilor Runyon reported;

- Attended a visit to the Oregon Veterans Home with Point Man Ministries and participated in a discussion with residents.
- Attended the Community Outreach Team meeting at Columbia Gorge Community College, along with the Mayor and City Manager, including updates on a recent

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Washington, D.C. trip and community issues.

- Attended a briefing with Councilor Randall, the City Manager, Public Works Director, and Finance staff.
- Chaired the Mid-Columbia Veterans Memorial Committee.
- Provided an update that the veterans stand down event was confirmed for May 16 at Lewis and Clark Park from 11:00 a.m. to 1:00 p.m., with a focus on serving veterans age 55 and younger.

Councilor Wring reported;

- Participated with Councilor Richardson and Mayor Mays in efforts to update and improve the performance evaluation process for the City Manager and City Attorney, with the goal of creating a more effective and consistent model.
- Requested an update on efforts related to the Portland Harbor Superfund site to remain informed on current progress.
- Noted that the City's Parks and Recreation Department received an award from Moda Health and the Portland Trail Blazers organization.

Councilor McGlothlin reported;

- Received periodic updates related to efforts in Portland and noted participation, along with Councilor Wring and others, in a meeting at Shilo Inn where updates were provided.
- Attended a Wasco County meeting to support the Basalt Commons development, which received unanimous approval.
- Attended a City briefing with the Mayor, City Manager, Finance, and Public Works staff, along with Councilor Wring.
- Noted an upcoming airport meeting that he planned to attend.
- Recognized a Lions group tour event held in downtown at the Granada Theatre and expressed appreciation for materials and support provided to visitors.

Mayor Mays reported;

- Completed a monthly radio interview with Mark Bailey at KACI Radio.
- Attended the Community Outreach Team meeting at Columbia Gorge Community College.
- Attended a joint Budget Committee and Urban Renewal Budget Committee pre-meeting, where the Finance Director presented the budget and responded to questions.
- Participated in the Governor's Data Center Task Force meeting, including testimony on financial and water-related considerations.
- Presided over a Town Hall hosted by Senator Ron Wyden.
- Attended a Wasco County meeting in support of the Basalt Commons project, which was approved by a unanimous vote.
- Attended a regional solutions meeting regarding the Governor's Economic Development Plan for the next four years.

### **CONSENT AGENDA**

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

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

Items approved on the consent agenda were:

- 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

### **CONTRACT REVIEW BOARD ACTIONS**

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

City Manager Matthew Kelebes reviewed the staff report.

Mike Zillis and Reif Larson of Walk-Macy reviewed what the project included. (see attached slides)

Zillis provided an overview of the proposed Federal Street Plaza design and noted the project had reached a key milestone following over a year of coordination with the Committee. He stated the design reflected prior Committee input and community feedback. The design was inspired by the Columbia River and regional geology, with those elements incorporated into materials and layout. A primary goal was to create a welcoming, central gathering space that would serve the entire community, with a focus on families and daily use. The overall site plan, stating that Federal Street would be converted into a pedestrian plaza. Pedestrian safety improvements were included at Second Street through expanded bulb-outs and enhanced crossings.

He outlined key plaza features, including:

- A shaded seating area with porch swings near Second Street
- A central open gathering space designed to accommodate events of varying sizes
- Landscaped planters with trees and integrated seating
- A splash pad as the focal feature, intended to provide cooling and attract families during warmer months

He stated the splash pad would include a recirculating and filtration system and a variety of

programmed spray features. Adjacent shaded seating areas and benches were designed to support comfort and extended use of the space. Improvements would extend toward the Transportation Building, including additional paving and integration with surrounding areas. The building would receive minor upgrades, including public restroom access improvements, mechanical and electrical updates, and exterior painting. The existing roof and gutters had already been replaced. It would also support a bicycle hub, including bike lockers, racks, a repair station, water fountain, seating, and wayfinding elements to support visitors traveling by bicycle.

He stated the project had been coordinated with nearby First Street improvements and, if approved, construction would be completed by the same contractor to ensure consistency and coordination between projects. He presented conceptual images illustrating the plaza layout, splash pad, shaded seating areas, arbor features, porch swings, and bicycle hub.

He concluded by thanking the Committee for its input and stated the design team looked forward to moving into implementation.

Mayor Mays noted he had provided a list of eight questions in advance to the consultant and staff and requested to review those questions during the meeting.

1. How much of the \$3,398,000 total bid from the contractor could be attributed to the water feature?
2. Could the city remove the water feature before construction begins and have the project remain on schedule?
3. If the above scenario was to transpire, would that affect Ajax having the lowest bid compared to cross line?
4. If the water feature was taken out, would that require a rebid?
5. How long would the delay be compared to the present schedule?
6. What is the present monthly rate of inflation for construction projects?
7. If the project is delayed and rebid what is the estimated additional cost to be charged for your services?
8. Are there any other costs or benefits associated with delaying this project?

Zillis said the cost of the water feature in the bid breakdown was \$925,000

City Attorney Kara stated that, from a legal perspective, it would not be feasible to remove the water feature from the project scope after bids had been received and still proceed with contract award. He explained the water feature was a central component of the project as bid and represented approximately one-quarter of the low bid amount. He noted removing the water feature would substantially change the scope of the project, effectively resulting in a different project than what was originally advertised. He stated that proceeding under those conditions could expose the City to avoidable risk of a bid protest from contractors who may have chosen not to submit proposals due to the inclusion of the water feature or the specialized experience required to construct it.

Zillis said removing the water feature and proceeding with redesign and rebid would delay the project by approximately two and a half to three months, likely pushing construction into the following year and increasing costs. He noted the current schedule depended on starting construction immediately to complete the project by the end of the year, and that under a rebid scenario the full procurement and construction sequence would extend the timeline into early to mid-next year. He advised that rebidding could result in fewer or no bids due to market conditions, contractor availability, and timing during peak construction season, and that pricing remained volatile. He added that the City had received favorable bids below the engineer's estimate and was in a strong position to proceed.

Zillis said a specific inflation estimate could be developed with the project estimator if requested. He noted that current market conditions were highly volatile, with contractors having trouble pricing projects due to rapidly changing costs, including fuel and materials. He explained that some subcontractors were only guaranteeing pricing for short periods due to this uncertainty. He added that, while a precise inflation factor was not available at the time, it was expected that rebidding the project would result in higher costs.

Zillis said, regarding the cost of Walker Macy's services, a specific estimate was not available at the meeting and would require reconvening the full consultant team. He noted that removing the water feature would require substantial redesign, including modification of approximately 80 percent of the construction drawings and specifications, and would involve a significant level of effort.

Zillis said there was no identified benefit to delaying the project. He noted the City was in a strong position to move forward, as multiple bids were received and both were below the engineer's estimate.

McGlothlin said he supported the overall Plaza construction and the vision it represents for the community. He raised questions and concerns regarding the proposed water feature, including whether the fountain would operate on a recirculated water system or discharge directly into the sewer system. He emphasized that water use was a significant concern given diminishing snowpack and asked whether the feature could be shut off during periods when the City may need to curtail water usage.

Zillis said the fountain would operate similarly to a swimming pool system, using treated, recirculated water. He noted that consultants and equipment vendors would provide training to staff and assist with startup, and that while the system is not overly complex, it does require ongoing maintenance.

Klebes said that in a water curtailment scenario, non-essential amenities such as fountains would likely be shut off, like the existing fountain at Lewis and Clark Park. The water feature was intended to operate on a timer system activated by a push button, rather than running

continuously. He noted this approach was discussed to reduce water use and address concerns about potential waste.

McGlothlin asked about vandalism, durability, maintenance, and expected life span for the Plaza.

Zillis said the water feature was designed as a flat surface with minimal exposed elements, making it difficult to vandalize. He noted that the spray heads were installed to be resistant to tampering and that all equipment was housed in secured vaults or within the Transportation Building, leaving little accessible infrastructure. The system used a combination of chemicals and a UV treatment system for water cleaning, operating similarly to a swimming pool. He noted that maintenance included ensuring filters were clean, chemicals were properly added, and water balance was routinely tested. He added that the system was not considered high maintenance and that pump systems could be monitored remotely to ensure proper operation.

Klebes said the Plaza project included installation of a new security camera system to provide full coverage of the area, with the Transportation Building serving as a central point. He noted that activation of the space, including potential use of the building by entities such as a museum, was discussed as a way to increase presence and oversight. He added that creating consistent activity and visibility in the area was intended to support both activation and security.

Klebes said that all City assets have a finite lifespan and depreciate over time, including pumps, playground equipment, patios, and public art. He noted the importance of the Capital Fund and General Fund in supporting the maintenance and eventual replacement of these amenities. He added that even relatively recent investments, such as the welcome signs at the entrances to the City, will require future maintenance and replacement, and emphasized the need to ensure sufficient revenue in upcoming budget cycles to sustain these assets.

Zillis said contractors may allocate costs differently across bid components, and that evaluation focused on the overall bid amount rather than individual line items. He noted the selected bid was approximately \$400,000 below the engineer's estimate, indicating the City was in a favorable position.

Runyon said he felt more comfortable with the project after discussion but still had concerns regarding the location of the pump house and controls, noting he had heard conflicting information about whether equipment would be inside the museum or located outside. He expressed concern about potential chemical odors affecting a future museum space and asked whether impacts could be mitigated. He also sought confirmation that the control system would be minimal in size and would not significantly limit usable space within the building. He suggested considering an external, secure structure to house equipment and chemicals to avoid impacts to the interior.

Zillis said the chemical storage and related equipment would be located in a vault, with

controlled conditions for chemical handling, and that piping would run into the building for system operation.

Klebes said much of the space in that area of the Transportation Building was planned for Plaza storage, consistent with earlier discussions, including storage of amenities that may need to be moved regularly or seasonally. He noted the City currently lacks adequate facilities storage space and has been exploring additional options, while emphasizing the need for storage near the Plaza for operational efficiency. He added that a portion of the space would be dedicated to splash pad equipment and that staff had discussed ensuring adequate ventilation to prevent any odors from impacting potential uses such as a museum.

McGlothin asked if the City's insurance carrier had approved the project.

Klebes clarified that the City's insurance carrier had not formally approved the project. He said one of the considerations discussed was the application of recreational immunity, similar to other City facilities such as Lewis and Clark Park, where individuals assume a level of risk while recreating. He noted the intent was to structure the Plaza in a way that could allow for similar protections, and that the City Attorney could provide further detail.

Zillis said the Plaza design included a comprehensive lighting plan developed by a lighting engineer, with sufficient lighting throughout the space to support safety and visibility. He noted that lighting would include downlighting at the fountain and central Plaza area, as well as lighting under trellises near the Transportation Building and swing areas. He added that lighting levels could be adjusted or turned off during events as needed. Soffit lighting at the Transportation Building would be replaced to improve illumination, addressing existing dark areas around the building and enhancing overall visibility.

Wring said he asked whether an analysis had been conducted to determine if current City facilities staff had the capacity to take on additional maintenance and operational responsibilities associated with the Plaza. He noted specific concerns related to maintaining the water feature, handling daily or weekly setup of amenities such as seating, and the need for adequate storage space, particularly if the building is also used for a museum. He also asked whether additional or seasonal staffing may be needed to support these functions.

Klebes said the question of staffing and operational capacity was being addressed in two parts. Ongoing discussions with the Ad Hoc Committee included consideration of how the Transportation Building would be used and whether partners such as a museum or nonprofit organizations could occupy the space and take on certain operational responsibilities, such as daily setup, cleanup, and reporting maintenance issues as part of a lease or partnership agreement. Staff were also evaluating maintenance needs more broadly across City facilities, including the Plaza, future streetscape improvements, and ongoing tree maintenance. This evaluation included consideration of whether to continue contracting services or bring them in-house, and whether additional facilities staffing may be needed. He noted long-term planning

efforts were also focused on building internal capacity and ensuring continuity of institutional knowledge within the facilities team.

Wring said he raised concerns about the cost of the water feature, noting it represented a significant portion of the overall project. He asked whether alternative uses for those funds had been identified if the water features were not pursued, including whether the funding could be redirected to other priorities such as street improvements.

Klebes said some funding, including support from the Dalles Lions Club, was specifically tied to the water feature and would require further discussion if the features were modified or removed. He noted that funds could be redirected to other priorities but emphasized there are significant competing needs. He referenced Council direction to use Enterprise Zone and Strategic Investment Program (SIP) revenues to address long-term infrastructure and Capital Fund needs, including public infrastructure and street maintenance. He added that these funding sources are already heavily relied upon, and that reallocating approximately \$900,000 could support efforts such as reducing debt or maintaining the City's pavement condition, which remain capital-intensive priorities.

Runyon said most of his questions had been addressed but emphasized the importance of adequate ventilation. He confirmed that there was a rear access door to the building so maintenance staff could access equipment without going through the museum. He noted this was important due to security concerns, particularly because items on loan from the community would be housed in the space.

McGlothlin asked whether lifecycle and maintenance projections had been developed for the water feature to understand expected costs and upkeep over time.

Zillis said the overall lifespan of the feature would extend well beyond ten years, with pumps designed to last more than twenty years. He noted the system has relatively few moving parts and is designed for durability, with most equipment housed in secured areas. He said routine maintenance would include monitoring water quality, seasonal winterization and startup, and periodic system checks. He added that training would be provided to City staff, including hands-on instruction and ongoing support for control systems, which can also be adjusted or programmed for different uses. He emphasized that long-term success would depend on consistent maintenance and staff capacity.

Klebes noted that the project would require removal of commemorative bricks in front of the Veteran Service Building. He said the Ad Hoc Committee had discussed options to recognize those contributions, including plaques or reuse of the bricks in another feature, and that additional ideas would be explored at an upcoming meeting. He added that there had been interest in salvaging the bricks, if feasible, to preserve and honor the contributions of volunteers.

Mayor Mays invited audience participation on the topic.

Jim Wilcox, representing the Dalles Lions Charitable Trust, spoke in support of the Plaza project and the inclusion of the water feature. He said the Lions had a long history of supporting water-related community amenities, including contributions to the natatorium and restoration of the Rose Garden fountain. He noted the organization had committed \$20,000 toward the water feature, with additional grant funding being pursued. He emphasized the importance of the water feature in activating the space, stating it would encourage public use, provide a cooling element during hot weather, and create a family-friendly destination. He expressed concern that without the water feature, the Plaza would be less utilized. He also supported recognizing prior community contributions to the Transportation Building, including commemorative bricks, and encouraged the City to continue honoring those efforts.

Klebes said the project included approximately \$520,000 in grant funding and donations. He noted these contributions included support from the Dalles Lions Club, Google, Northern Wasco County Parks and Recreation District, T-Mobile, and the Columbia Gateway Urban Renewal Agency.

Steve Light, owner of Free Bridge Brewing, spoke in support of the Federal Street Plaza project. He noted his experience as a downtown business owner and as a former member of the Federal Street Plaza Ad Hoc Committee, where he participated in design development and public outreach. He said the project had been thoughtfully developed with significant consideration given to design, budget, and community input, and described the collaboration with the design team as thorough and intentional. He described the Plaza as a flexible, inclusive community space intended to serve residents and visitors for generations. He highlighted the design elements reflecting the natural character of the Columbia River Gorge and emphasized the importance of the water feature as a central, family-friendly component that would enhance usability, particularly during hot weather. He acknowledged the costs and maintenance associated with the feature but expressed support for its inclusion as a key element of the overall vision.

Mayor Mays shared that Bets Steltzer, a business owner and member of the Federal Street Plaza Ad Hoc Committee, was unable to attend due to a conflict but had expressed support for the water feature.

Richardson said he had been involved with the Ad Hoc Committee for several years and described the process as highly engaged, with strong public outreach, thoughtful discussion, and a shared sense of community pride. He noted that while Council raised important questions, similar detailed discussions had also occurred throughout the committee's work. He said much of the City's work focuses on maintaining existing services, but that this project represented an opportunity to make a meaningful investment in the community. He acknowledged the cost but noted the project was approximately \$1,000,000 under the \$4,900,000 budget. He expressed support for moving forward and encouraged approval of the contract.

Randall said he agreed with prior comments and noted that early concerns about the cost of the water feature were addressed through the Ad Hoc Committee's evaluation process. He said the committee reviewed options and recommended a design with the water feature as a central element. He added that water features in other communities, including those in the nation's capital, serve as attractions for visitors, and expressed the view that a similar feature would help draw people to the Plaza.

Wring said he supported the Plaza project and agreed it has strong potential to serve as a central downtown gathering space. He noted the project was well located and said he was pleased that bids came in lower than expected. He expressed continued concern about the cost of the water feature, however, and said the City should consider whether those funds could be better used for other priorities. He noted that while \$1,000,000 may not go far in some contexts, it could make a meaningful difference for needs such as street maintenance and other infrastructure work. He also raised concern about the lack of clear long-term maintenance cost projections for the feature and said Council should carefully consider both the upfront cost and total cost of ownership over time before proceeding.

Richardson said he agreed there were many other needs the City could invest in, particularly infrastructure such as streets. However, he noted those types of projects could absorb significant funding with limited visible impact over time. He said the Plaza project represented a largely one-time capital investment, with ongoing maintenance costs acknowledged but comparatively smaller. He expressed the view that the project should be considered as a long-term investment for the community, potentially lasting decades, and that its value should be evaluated over that extended timeframe. He added that while maintenance costs should be considered, the upfront investment was necessary to realize the long-term benefit.

McGlothlin said Council decisions were significant and affected many people and emphasized the importance of hearing a range of perspectives when making those decisions. He noted that when only one side of an issue was presented, it could influence the outcome and encouraged community members to participate in City Council meetings to share their views. He said public input supported more informed and balanced decision-making in the interest of the community.

It was moved by Randall and seconded by Richardson to 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.

Runyon said he acknowledged a potential conflict due to his involvement with the museum and noted that chemical storage had been a primary concern. He said he was reassured by discussion that measures would be in place to address those concerns. He expressed support for the museum as a valuable attraction that could help increase visibility, volunteer support, and operating hours.

He said that while he had concerns about the cost, he believed the project would likely be acceptable overall but emphasized the continued need for adequate storage space for museum operations, noting current storage capacity is insufficient.

McGlothlin said two of his primary concerns—chemical impacts and the treatment of the commemorative bricks—had been addressed. He noted the importance of respecting the bricks and acknowledged that staff were working toward a resolution.

Wring expressed appreciation to City staff and project partners for their work on the Plaza. He said he continued to have significant concerns, however, that prevented him from supporting the project at that time.

Mayor Mays acknowledged the work of the Ad Hoc Committee over the past 18 months in developing the project.

The motion carried 4 to 1, Randall, Richardson, McGlothlin, Runyon voting in favor; Wring opposed; none absent.

### **ACTION ITEMS**

#### General Ordinance No. 26-1427 Amending Certain Provisions of TDMC Chapter 5.20 (Dog Control) for Administrative Clarity

City Attorney Janathan Kara reviewed the staff report.

Runyon asked whether, in cases where a license tag must be replaced due to approval processes or similar circumstances, the individual would be charged again for the replacement.

Kara said the ordinance included a replacement tag fee that reflected only the direct cost charged by the vendor to produce and mail the tag, estimated at approximately \$3, and the City did not receive any portion of that fee. This applied only in cases where a tag was lost or destroyed. The proposed ordinance change removed the requirement for tags to include expiration dates. The licensing program had not yet been fully implemented, no tags had been issued to date, and the update was intended to ensure the City was prepared to launch the program ahead of the July 1 deadline.

It was moved by McGlothlin and seconded by Randall to adopt General Ordinance No. 26-1427, by title only, as presented.

Mayor Mays asked if Councilor wished to have the ordinance read in full. There were none. He asked the City Clerk to read the ordinance by title

City Clerk Amie Ell read the ordinance by title.

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

Resolution No. 26-013 Amending the City Fee Schedule (Effective April 14, 2026)

City Attorney Jonathan Kara reviewed the staff report.

Council asked for examples of easily accessible or routinely requested records that would remain available at no cost to the public and for a description of the volume of requests.

Kara said routinely requested records such as police reports remained free in most cases, especially for common requests like crash reports for insurance purposes. He noted fees applied mainly to large or complex requests, while most routine requests were completed quickly, often within two days, with fees under \$25 typically waived. He added fees were intended to recover City costs for time-intensive work, with additional limitations when a request demonstrated public interest. He said approximately 30 percent of a paralegal's time was spent processing public records requests and noted the City consistently met statutory timelines. He said requests had increased and that staff were working to improve online access to commonly requested documents to reduce demand. He added that staff often worked with requestors to narrow broad requests, which helped reduce staff time and improve turnaround.

Mayor Mays asked if anyone in the audience wanted to comment or ask a question.

Rodger Nichols, resident of The Dalles and member of the press, expressed concern about increases in costs for public access but said the proposed fees appeared reasonable in the context of inflation. He also commended staff for their responsiveness and service in handling public records requests.

Kara explained that members of the news media are often strong candidates for fee waivers or reductions due to their ability to disseminate information of public interest. He clarified, however, that media status alone does not automatically qualify a request for a waiver. He noted that requests made for personal purposes, even by a member of the press, would not meet the public interest standard.

He said the City applies a six-factor test, as required under Oregon law and outlined in the City's public records policy, to evaluate whether a fee should be waived or reduced. He explained that factors include the requester's purpose, the nature of the information, whether it is already public, the requester's ability to pay, and their ability to share the information with the public. He added that a separate six-factor test is used to determine fee reductions, allowing staff to partially reduce costs based on those considerations.

MINUTES  
City Council Meeting  
April 13, 2026  
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It was moved by McGlothlin and seconded by Richardson to adopt Resolution No. 26-013, as presented.

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

**ADJOURNMENT**

Being no further business, the meeting adjourned at 8:00 p.m.

Submitted by/  
Amie Ell, City Clerk

SIGNED:

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

# FEDERAL STREET PLAZA

4/13/2026



# SOURCES OF INSPIRATION

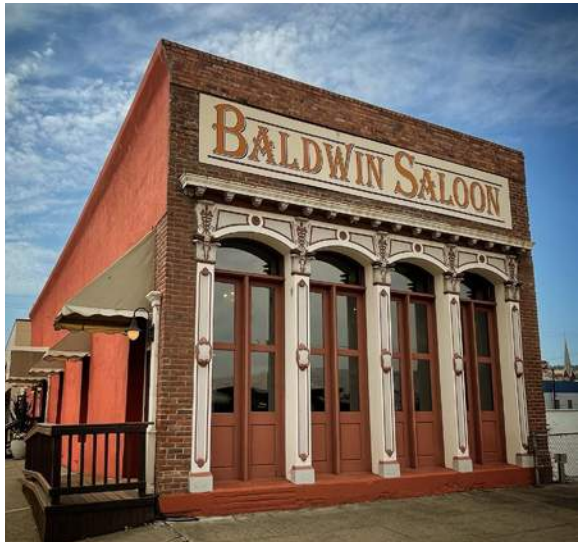


**WATER**



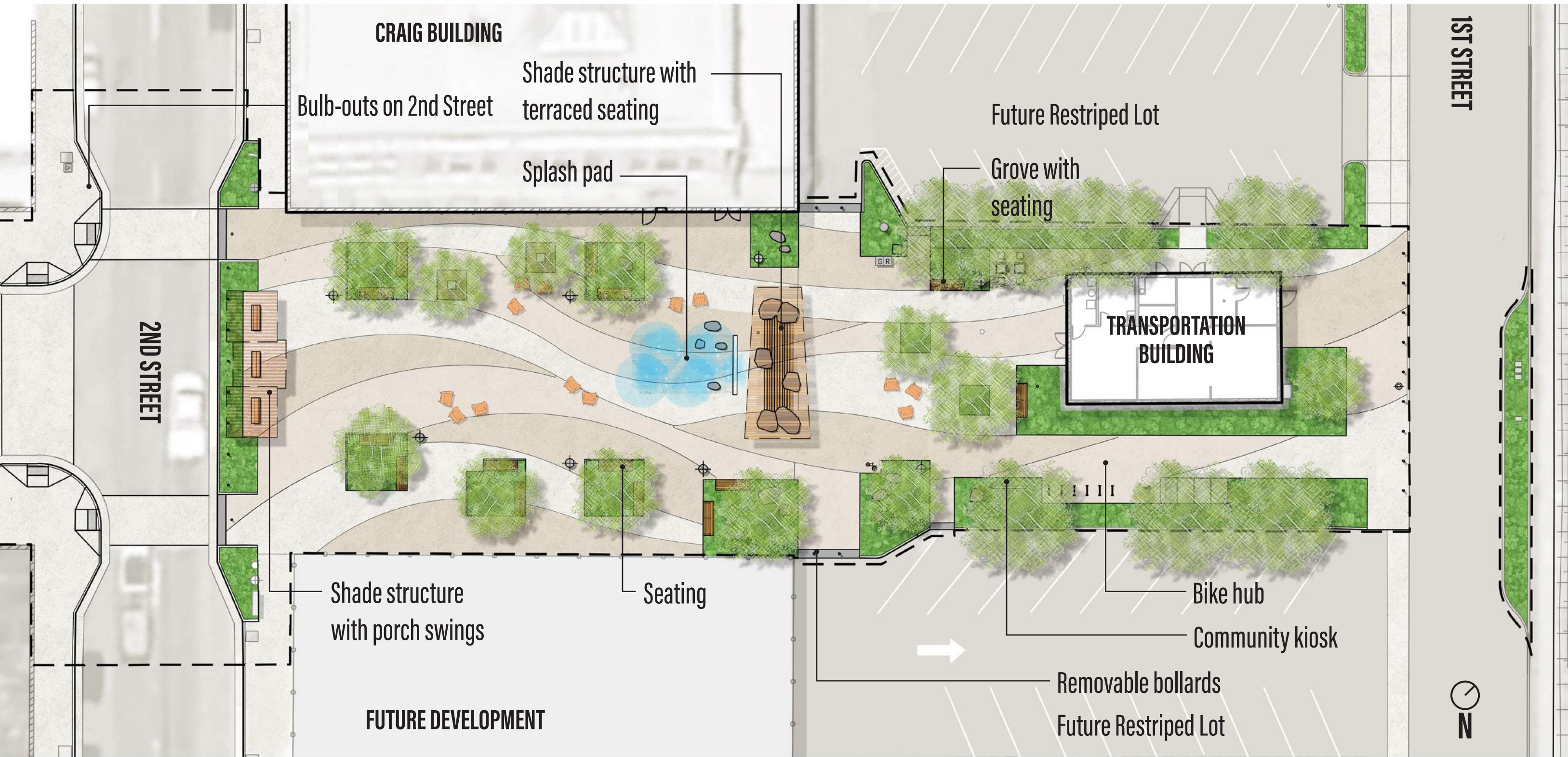
**GEOLOGY**

# SOURCES OF INSPIRATION

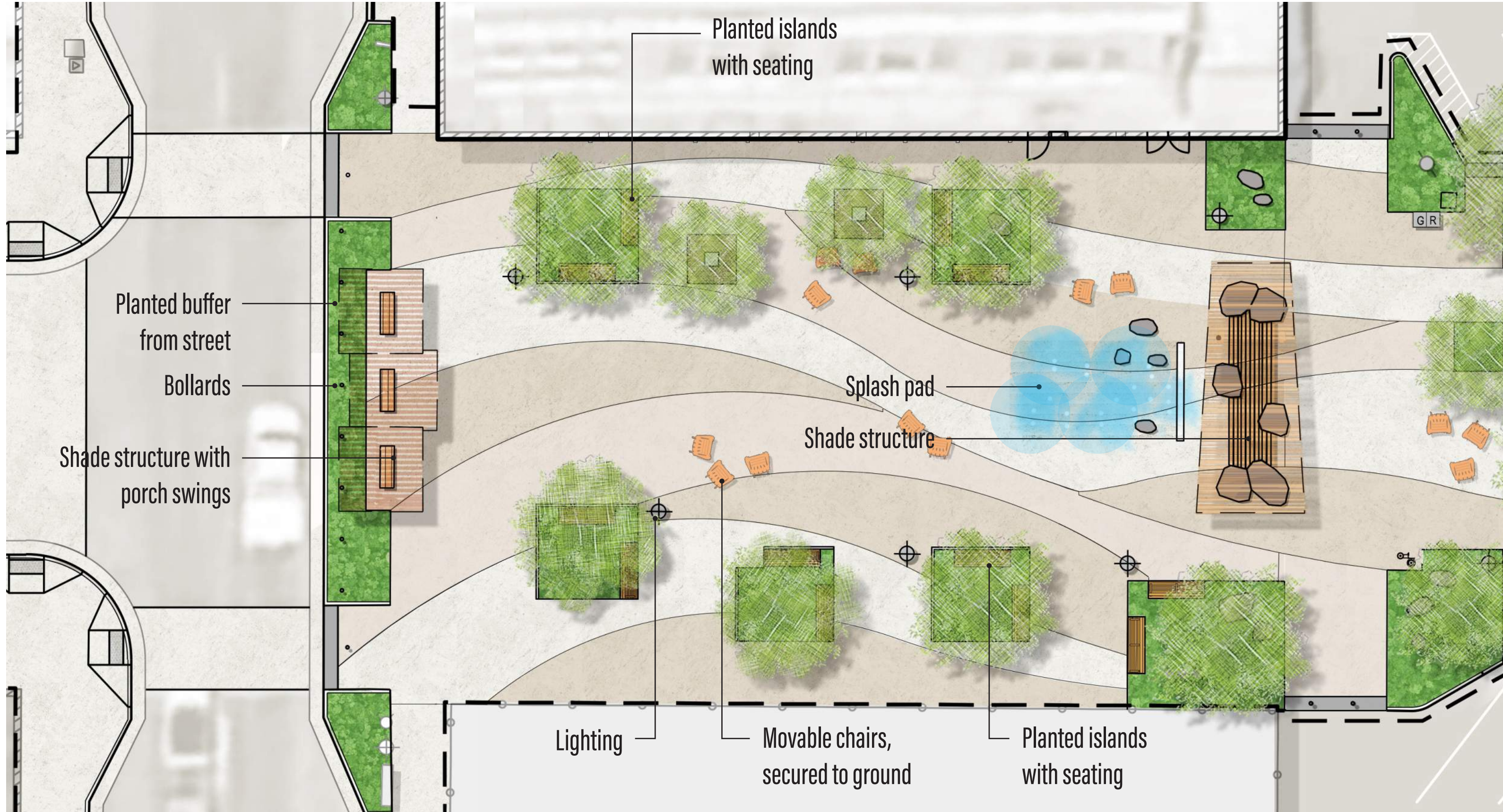


## COMMUNITY

# SITE PLAN



# SITE PLAN



# SPLASH PAD





**ANKENY PLAZA FOUNTAIN**



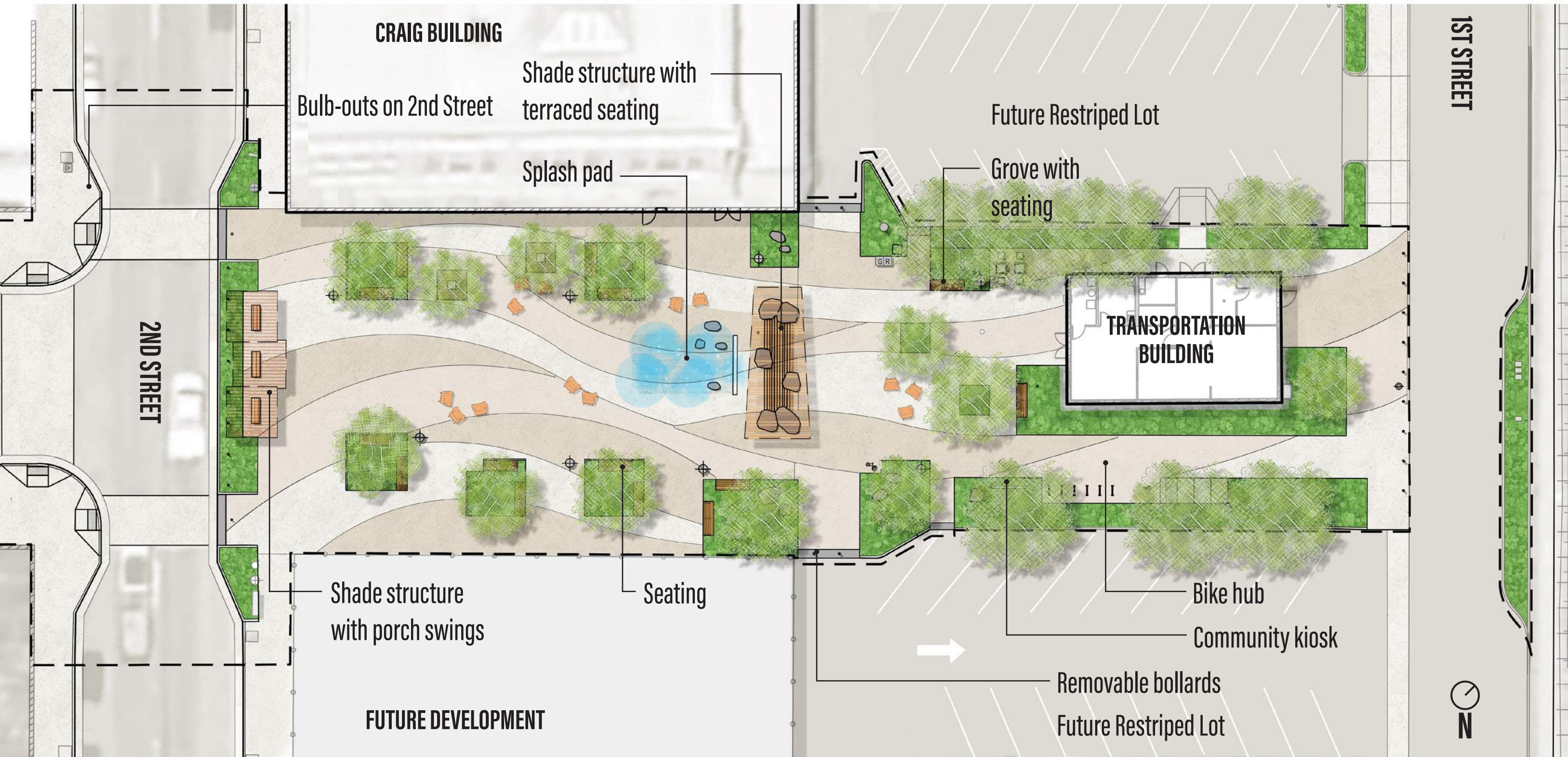








# SITE PLAN



**RESOLUTION NO. 26-016**

**A RESOLUTION DIRECTING AND AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE CLAIM FORM AND ALL OTHER NECESSARY ACTIONS FOR THE CITY'S PARTICIPATION IN THE DISCOVER CARD MERCHANT SETTLEMENT**

**WHEREAS**, a proposed class action settlement has been reached in three related lawsuits alleging that, beginning in 2007, Discover misclassified certain Discover-issued consumer credit cards as commercial credit cards, which allegedly caused merchants and others to incur excessive interchange fees;

**WHEREAS**, the court-approved notice states that the settlement class generally includes End Merchants, Merchant Acquirers, and Payment Intermediaries involved in processing or accepting a Misclassified Card Transaction during the period from January 1, 2007 through December 31, 2023;

**WHEREAS**, the City accepted Discover card payments during the applicable period and therefore appears to be a Settlement Class Member eligible to submit a claim;

**WHEREAS**, the proposed settlement provides for Discover to pay between \$540 million and \$1.225 billion, plus interest, for distribution to eligible Settlement Class Members who submit valid claims;

**WHEREAS**, the City may be entitled to a payment under the settlement if it submits a claim by May 18, 2026; and

**WHEREAS**, the City Council hereby finds the City's participation in the settlement to support the City's interests and protect the public health, safety, and welfare.

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

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

**Section 2**     City Attorney Authorized. The City of The Dalles hereby authorizes the City Attorney to sign and submit the claim form necessary for the City's participation in the settlement.

**Section 3**     Additional Necessary Authorizations. The City of The Dalles hereby authorizes the City Attorney to take all actions necessary for the continued participation in and confirmation of the City's receipt of funds from the settlement.

//

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

**PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF APRIL, 2026.**

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

**AND APPROVED BY THE MAYOR THIS 27<sup>TH</sup> DAY OF APRIL, 2026.**

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

*ATTEST:*

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

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (**Third Amendment**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and Archaeological Investigations Northwest, Inc., an Oregon corporation (**Contractor**).

**WHEREAS**, the Parties entered into that certain *Professional Services Agreement* with an Effective Date of January 28, 2026, for archaeological compliance, excavation, construction monitoring, reporting, and documentation services for Project No. 2025-014 (*First Street Streetscape Project*) (**Agreement**);

**WHEREAS**, Section D(4) of the Agreement provides the Parties may modify the Agreement at any time by a mutually executed written instrument;

**WHEREAS**, the Parties entered into that certain *First Amendment to Professional Services Agreement* dated April 13, 2026 (**First Amendment**), on a limited interim basis to authorize a short-term continuation of archaeological monitoring while the City evaluated Contractor's request for additional monitoring;

**WHEREAS**, the Parties entered into that certain *Second Amendment to Professional Services Agreement* dated April \_\_\_\_, 2026 (**Second Amendment**), to extend that limited interim monitoring at no additional cost through April 27, 2026, and to authorize limited Phase 1 archaeological discovery work associated with the March 31, 2026, discovery at site 35WS453; and

**WHEREAS**, the City has determined that additional archaeological monitoring is needed beginning April 28, 2026, to complete currently authorized work within the current Project scope in compliance with amended SHPO Permit AP-4033 and the approved *Archaeological Monitoring and Inadvertent Discovery Plan* for the Project.

**NOW, THEREFORE**, in consideration of the terms and provisions set forth in this Third Amendment, the Parties agree:

1. Additional Monitoring Scope. Beginning April 28, 2026, Contractor shall provide up to 50 additional archaeological monitoring person-days for specifically identified Project activities and locations within the current Project scope that the City designates in writing (including by email) and that require archaeological monitoring under amended SHPO Permit AP-4033 and the approved *Archaeological Monitoring and Inadvertent Discovery Plan* for the Project.
2. Limited Services. Work under this Third Amendment is limited to field monitoring and incidental same-day scheduling, communication, and internal coordination reasonably necessary to perform that authorized field monitoring. Nothing in this Third Amendment obligates the City to use all 50 authorized person-days, and the City may narrow, suspend, or discontinue authorized monitoring work at any time by written notice (including by email).
3. Current Project Scope Only. This Third Amendment authorizes additional monitoring only for work within the current Project scope. This Third Amendment does not authorize

**Third Amendment to Professional Services Agreement**

AINW, Inc.

*First Street Streetscape Project*

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monitoring associated with future change orders (including, without limitation, anticipated Court Street sewer work or Union Street water work). Any such monitoring requires a separate written amendment executed by the City's authorized signatory.

4. No Overtime. Contractor shall not incur overtime under this Third Amendment without the City's prior written approval.
5. Compensation. The City agrees to compensate Contractor for work authorized under this Third Amendment in an additional amount **not to exceed \$146,804.00**. The Agreement's total not-to-exceed amount is accordingly increased from **\$508,985.70** to **\$655,789.70**.
6. Rates and Invoicing. Contractor shall bill work under this Third Amendment on a time and expenses basis using only the labor categories, billing rates, and direct expense terms already set forth in **Exhibit A** to the Agreement. No new rates, markups, or changed expense assumptions are approved by this Third Amendment.
7. Detailed Invoices, Logs, and Running Burn Report. Each invoice submitted for work under this Third Amendment must separately identify the date, location, monitored activity, labor category, hours, rates, and direct expenses for the billed period, and must include the applicable daily monitoring logs for that period. With each invoice, and promptly upon the City's request, Contractor shall also provide a running summary showing total additional monitoring person-days used to date, total labor and direct expenses billed to date under this Third Amendment, the remaining not-to-exceed balance, and Contractor's current estimate of the additional monitoring needed to complete the work then authorized by the City.
8. No Approval of Broader Request. This Third Amendment approves only the additional monitoring expressly described herein. It does not approve any broader expansion of Task 2, any additional archaeological excavation, any data recovery, any broader discovery work, or any monitoring or archaeological services beyond the current Project scope described in this Third Amendment. Any additional work or compensation beyond this Third Amendment requires a separate written amendment executed by the City's authorized signatory.
9. Continuing Compliance. Nothing in this Third Amendment modifies Contractor's obligation to perform all authorized work in compliance with the Agreement, the First Amendment, the Second Amendment, amended SHPO Permit AP-4033, the approved archaeological treatment plan, the approved *Archaeological Monitoring and Inadvertent Discovery Plan*, and applicable law.

\*\*\*

10. Full Force and Effect. Except as expressly amended herein, the Agreement, the First Amendment, and the Second Amendment remain unchanged and in full force and effect.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF THE DALLES**

**CONTRACTOR**

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

\_\_\_\_\_  
Jo Reese, President

*ATTEST:*

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

**Approved as to form:**

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

# MODERNIZATION PROPOSAL



# Modernization Proposal



## THE DALLES LIBRARY-DMC 1A H-power

January 14, 2026

<b>Purchaser:</b>	CITY OF THE DALLES	<b>Project</b>	The Dalles Library
<b>Address:</b>	313 COURT ST THE DALLES, OR 97058-2111	<b>Location:</b>	
		<b>Address:</b>	722 Court Street The Dalles, OR 97058

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering CITY OF THE DALLES (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$156,845.35** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

**If all 3 City of The Dalles Properties are approved the price on this project will be \$150,734.49**

The price above does not include any value added taxes, tariffs, duties, and/or similar charges or the financial impacts to TK Elevator caused thereby. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including the imposition of taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

In the event you have any questions regarding the content of this Proposal please contact me at 1 503 209-6064

We appreciate your consideration.

Regards,

*Tawnya Randall*

Tawnya Randall  
TK Elevator Corporation  
14626 NE Airport Way  
Portland, OR 97230  
tawnya.randall@tkelevator.com | 1 503 209-6064

# Modernization Proposal



## SCOPE OF WORK

Building : The Dalles Library  
722 Court Street

### Groups Included

Group Name	# of units	Equipment Type
Library	1	Hydraulic

Group : Library  
Equipment Classification: Hydraulic

### Units Included

Nickname	Front Openings	Rear Openings	Side Openings	TKE Serial #
1	2	0	0	US121821

## Description of Work

### Controller

Item Description	Option	Installed On
TAC 32H Controller (Includes Options listed below) <ul style="list-style-type: none"><li>• 24 VDC Signal Voltage</li><li>• Electronic Door Detector Interface</li></ul>	New	1
eMax Monitoring Device Provisions	New	Library
Solid State Starters (6 or 12 leads) 208 VAC	New	1
Battery Lowering in Controller (10-D-0C)	New	1
Seismic Features	New	1
THY Board / CE Driver Board	New	1
Position Indicator	New	1
Car Riding Lantern	New	1
Fire Service	New	1
Hoistway Access	New	1
User Interface Tool	New	1
Hoistway Enable/Inspection Operation	New	1

# Modernization Proposal



## Jack

Item Description	Option	Installed On
Retain Jack	Retain	1
Pipe Stands	New	1

## Hoistway Door Equipment

Item Description	Option	Installed On
Retain Hoistway Doors	Retain	1
Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. (Front)	New	1

## Cab

Item Description	Option	Installed On
Retain Cab Interior	New	1
Retain Cab Flooring	Retain	1
Car Door (SSSS, #4 S/S (441))	New	1

## Power Unit

Item Description	Option	Installed On
EP-70 Power Unit (Submersible)	New	1
Seismic Requirements for EP units	New	1
5 gallon drum of Biodegradable oil (Citgo NZ)	New	1
2" Shutoff Valve Kit (Pump)	New	1
Overspeed Valve Kit for 2" (less than 150 GPM)	New	1

## Pit Equipment

Item Description	Option	Installed On
2" Shutoff Valve Kit (Pit)	New	1
Pit Ladder 16 Wide	New	1
Pit Stop Switch	New	1

## Hoistway Equipment

Item Description	Option	Installed On
Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)	New	1
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	1
HN Boxes (per each 2 cars, grouped)	New	1
Hoistway Duct Kit	New	Library

## Car

Item Description	Option	Installed On
Fan: Two Speed	New	1
Cab Wiring Material (200MK1)	New	1
Car Top Exit Switch	New	1

# Modernization Proposal



## Car Door Equipment

Item Description	Option	Installed On
Micro Light Door Edge (Front)	New	1
LD-16 Plus Door Operator with Complete carside equipment (FRONT) <ul style="list-style-type: none"> <li>includes Adapter kit (Tracks &amp; Hangars), Clutch (w/ Car Door Lock latch &amp; contact), &amp; Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)</li> </ul>	New	1

## Car Fixtures

Item Description	Option	Installed On
Main Car Station Includes Options Below	New	1
<ul style="list-style-type: none"> <li>Column Type Swing Return for New/Existing Dover/tkE Cabs)</li> </ul>	New	1
Vandal Resistant Floor Buttons	New	1
Cast Braille Plates for Car Features	New	1
Standard Key Switch Package <ul style="list-style-type: none"> <li>Fan</li> <li>Light</li> <li>Independent</li> <li>Stop</li> <li>Inspection/Hoistway Enable)</li> </ul>	New	1
Emergency Light mounted in COP	New	1
2004 and later Fire Service Phase II Features (includes instructions signage)	New	1
Handicap Signal (Passing signal)	New	1
Position Indicator (2" CE Segmented)	New	1
ADA Phone System integral with COP (Rath)	New	1
Speaker Pattern for Intercom System/ADA Phone	New	1
Locked Service Cabinet	New	1
Certificate Window	New	1
GFI Outlet	New	1
#4 Stainless Steel Finish (441)	New	1
Car Riding Lantern (Standard) #4 S/S (441)	New	1

## Hall Fixtures

Item Description	Option	Installed On
Terminal Hall Stations (Surface Mounted) with <ul style="list-style-type: none"> <li>Appendix O (Polycarbonate insert flame)</li> <li>Fusion (#4 S/S (441))</li> </ul>	New	Library
2009 & 2010 Elevator Communications Failure add	New	Library
Hoistway Access Switch in Hall Stations	New	1
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	1
Serial Boards for Hoistway Access	New	1
Serial Boards for Front Risers	New	Library
TAC Serial Boards, Base Charge	New	Library
Standalone Fire Service Phase I with Plastic Instructions #4 S/S (441)	New	Library

# Modernization Proposal



## Clarifications to Specifications:

1. Work by Others HVAC, Electrical and Fire Alarm are included in the base price and scope of work.
2. Cab Interior Wall Panels and Ceiling are included in the base price and scope of work

Included:

Electrical & Fire Alarm Scope of work:

- Re-use the existing disconnect switch in its current location.
- Install a fused lockable cab lighting disconnect switch in the machine room.
- Enclose the elevator phone line in conduit within the machine room.
- Insure pit and machine room 120-volt circuits are dedicated as required.
- Insure pit, machine room, and lobby lighting are up to code-required levels (add 2 - 4' LED's in the pit and 2 in the machine room. Lobby lighting will be re-used).
- Disconnect the existing elevator controller and re-connect the new.
- Install wiring for battery lowering.
- Install a dedicated function fire alarm control panel with devices and wiring to provide recall, shunt trip, hat flash, and power monitoring functions.
- Wiring for HVAC unit

HVAC Scope of work:

1. This elevator room is on the main floor, interior room with an exterior wall
2. Install a ductless high wall unit in the elevator room.
3. Exit the room through the wall and run the refrigerant lines up the exterior wall. We will need to bring line hide.
4. Provide a wall bracket to hang the outdoor unit. Hang the unit and connect the refrigerant lines
5. Find a good location for moisture removal, a pump is not needed, we can go to the ground

## Cab Interior scope:

Delridge, Fremont or Highlands Design Quick Cab, 2500# Standard Height Cab Interior:

- Remove existing cab interior and prep for new interior.
- Provide drawings prior to manufacturing for approval.
- Furnish and install three (3) #4 brushed stainless steel true vent base supports.
- Furnish and install full height standard laminate panels.
- Furnish and install #4 brushed stainless steel reveals.
- Furnish and install three (3) 1 ½" round #4 brushed stainless steel sectional handrails.
- Furnish and install #4 brushed stainless steel frieze for three (3) walls.
- Furnish and install aluminum pad studs for three (3) walls.

Stainless Steel suspended with LED down lights

# Modernization Proposal



## 01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	6 - 8 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	3 - 4 Weeks

\*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

## 02 Payment of Work

55% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

# Modernization Proposal



The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		<b>\$156,845.35</b>
Initial progress payment:	(55%)	\$86,264.94
Material furnished:	(20%)	\$31,369.07
Total of remaining progress payments:	(25%)	\$39,211.34

Purchaser may elect to finance all or a portion of the purchase price for the work described in this Agreement through TK Elevator's financing partner ("Financing Partner"), subject to the Financing Partner's approval and the terms of a separate financing agreement ("Financing Agreement") between Purchaser and Financing Partner. Purchaser acknowledges and agrees that [(i) Financing Partner is in no way affiliated with TK Elevator, (ii) Financing Partner will make any decision to offer financing to Purchaser independently and in accordance with its internal lending policies, (iii) TK Elevator cannot guaranty that Financing Partner will agree to provide financing to Purchaser on acceptable terms or at all, (iv) TK Elevator may be compensated by the Financing Partner in the event Purchaser enters into a Financing Agreement, and TK Elevator will not be a party to the Financing Agreement and shall have no responsibility for, and hereby expressly disclaims any liability arising out of or relating to, any decision on the part of Financing Partner to provide or decline to provide financing to Purchaser, and the negotiation, execution, performance, enforcement, or termination of any Financing Agreement. Purchaser acknowledges and agrees that Purchaser shall remain unconditionally and irrevocably liable to TK Elevator for any unpaid balance owing hereunder and TK Elevator's acceptance of the Financing Partner as a payment source shall not constitute a novation, satisfaction, waiver, or release of Purchaser's payment obligations under this Agreement.

Notwithstanding the foregoing, in the event Purchaser enters into a Financing Agreement with the Financing Partner and the Financing Partner fails or refuses to disburse any portion of the purchase price to TK Elevator for any reason, including without limitation default by either party under the Financing Agreement, bankruptcy or insolvency of either party, or termination of the Financing Agreement for any reason any unpaid purchase price then owing by Purchaser which shall be payable immediately by Purchaser upon demand by TK Elevator in accordance with this Agreement. Purchaser hereby waives any right of setoff, counterclaim, defense, or deduction against TK Elevator based on any act or omission of the Financing Partner. Purchaser further agrees that any assignment by TK Elevator to the Financing

# Modernization Proposal



Partner of the right to receive payment hereunder shall not impair TK Elevator’s rights or remedies in the event of nonpayment. The obligations of Purchaser under this paragraph shall survive any termination, cancellation, or expiration of this Agreement.

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$350.00
Mechanic (OT) per hour	\$643.00
Team (Standard) per hour	\$630.00
Team (OT) per hour	\$1,157.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 05-10-2026 .

## 03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser’s execution of TK Elevator’s “Final Acceptance Form” on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator’s work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator’s software that is licensed for the Owner’s use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of

# Modernization Proposal



ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

## 04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

## 05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

### A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
  - A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening.
  - A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
  - Adequate bracing of entrance frames to prevent distortion during wall construction.
  - All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
  - All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
  - The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
  - Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
  - TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

### B. Electrical and Life Safety:

# Modernization Proposal



- Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
- Purchaser shall provide:
  - permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
  - piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
  - conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the Unit controller;
  - a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;
  - emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
  - the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
  - emergency power operation is included as part of the design of the Unit control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
  - a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the Unit;
  - confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

## **C. Miscellaneous:**

- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- Hydraulic jack replacement:
  - the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price

# Modernization Proposal



shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;

- adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
- Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
- in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- engineering, provision and installation of methane barriers or coordination/access;
- access to 2" pressurized water supply within 100'-0" of the jack hole location;
- a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- any spoils or water testing;

## 06 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$125.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.
- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is

# Modernization Proposal



stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

- You agree that if you are not ready to permit us to begin the installation of the equipment when we notify you when all or part of it is ready for shipment, you will immediately pay us a sum equal to the amount which would be payable to us if the elevator equipment or such part of it had actually been shipped and delivered. Unless you promptly provide to us a secure and convenient storage area, we are authorized to warehouse the elevator(s) at your risk and in any event, you shall reimburse us for all costs due to extra handling and warehousing.
- TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
- The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

## 07 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for "temporary use" of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.
- Cost for temporary use of a Unit shall be \$200.00 per calendar day per hydraulic elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
- Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per Unit in addition to costs for replacement or refurbishment of equipment based on special circumstances.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while

# Modernization Proposal



temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.

- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be \$1,500.00 per Unit and a remobilization fee which shall be \$5,000.00 per Unit, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.
- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form" prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
- At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of \$275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.



MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

# Modernization Proposal



- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

## **09** Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. The pricing set forth in this Agreement does not include any value added taxes, tariffs, duties, or similar charges imposed by governmental authorities or the financial impacts to TK Elevator caused thereby. Contractor is responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Agreement above and beyond the pricing set forth in this Agreement for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after April 2, 2025; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after April 2, 2025. In addition to the Agreement price, when the materials and/or components called for in this Agreement are ready to ship, TK Elevator will provide Contractor with a change order(s) covering the additional amounts associated with the reasons set forth in the three (3) categories above along with profit and overhead which must be executed and

# Modernization Proposal



fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

# Modernization Proposal



- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
- s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
- t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.
- u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.
- v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.
- In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.
- If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.
- "Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the UN Security Council; or (vi) any governmental institutions of any of the foregoing which administer Sanctions,

# Modernization Proposal



including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

# Modernization Proposal



## Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Fifty Six Thousand Eight Hundred Forty Five Dollars and Thirty Five Cents (\$156,845.35) plus any applicable sales tax.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

**CITY OF THE DALLES  
(Purchaser):**

**TK Elevator Corporation Management Approval**

By:

\_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Title)

\_\_\_\_\_  
(Date of Acceptance)

By:

\_\_\_\_\_  
(Signature of Branch Representative)

Ann Pauly-Anderson  
Sr Sales Manager

\_\_\_\_\_  
(Date of Execution)



# MODERNIZATION FINANCING PROGRAM

Need to modernize your elevator or escalator quickly but it's not in the budget? TK Elevator has partnered with GreatAmerica Financial to offer financing for Modernization Projects in the United States and Canada.

**Program Details:**

Term Durations: 12 - 60 months

Loan Size: \$50,000 - \$5,000,000\*

100% of Project Financing Available

Fixed Interest Rates

**FAST Credit Approval!**

Loans under \$500,000 – SAME DAY

Loans over \$500,000\*\* – 24 to 72 Hours

Example of \$150,000 financed over a 60-month period at various interest rates:

Rate	Number of Payments	Payments per month
9.99%	60	\$3,186.32
10.99%	60	\$3,260.62
11.99%	60	\$3,335.91
12.99%	60	\$3,412.19

**The above example's finance rates, number of payments, payment frequency and payment amounts are for illustrative purposes only and subject to change.**

\* Loans larger than \$5,000,000 may be accepted.

\*\* All loans subject to credit approval.

**Additional Information:**

Program eligibility requires execution of 5-year maintenance agreement with TK Elevator.

Specific financing terms, rates and conditions will vary based on creditworthiness and GreatAmerica Financial's other terms and conditions.

Not all applicants will qualify.

TK Elevator may receive compensation from GreatAmerica as part of this program.

TK Elevator is not a licensed lender and does not originate or arrange financing.

TK Elevator is not responsible for GreatAmerica Financial's products or services, or how GreatAmerica Financial handles an applicant's information.

# MODERNIZATION PROPOSAL



# Modernization Proposal



January 14, 2026

## THE DALLES POLICE DEPT DMC 1A H-power

<b>Purchaser:</b>	CITY OF THE DALLES	<b>Project</b>	The Dalles Police Department
<b>Address:</b>	313 COURT ST THE DALLES, OR 97058-2111	<b>Location:</b>	401 Court Street The Dalles, OR 97058

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering CITY OF THE DALLES (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$169,593.68** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

**If all 3 City of The Dalles Properties are approved the price on this project will be \$162,986.12**

The price above does not include any value added taxes, tariffs, duties, and/or similar charges or the financial impacts to TK Elevator caused thereby. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including the imposition of taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

In the event you have any questions regarding the content of this Proposal please contact me at 1 503 209-6064

We appreciate your consideration.

Regards,

*Tawnya Randall*

Tawnya Randall  
TK Elevator Corporation  
14626 NE Airport Way  
Portland, OR 97230  
tawnya.randall@tkelevator.com | 1 503 209-6064

# Modernization Proposal



## SCOPE OF WORK

Building : The Dalles Police Station  
401 Court Street

### Groups Included

Group Name	# of units	Equipment Type
Elevator 1	1	Hydraulic

Group : Elevator 1  
Equipment Classification: Hydraulic

### Units Included

Nickname	Front Openings	Rear Openings	Side Openings	TKE Serial #
1	2	0	0	US122844

## Description of Work

### Controller

Item Description	Option	Installed On
TAC 32H Controller (Includes Options listed below) <ul style="list-style-type: none"> <li>• 24 VDC Signal Voltage</li> <li>• Electronic Door Detector Interface</li> </ul>	New	1
eMax Monitoring Device Provisions	New	Elevator 1
Solid State Starters (6 or 12 leads) 208 VAC	New	1
Battery Lowering in Controller (10-D-0C)	New	1
Seismic Features	New	1
Tenant Security 3-1 (Card Reader)	New	1
THY Board / CE Driver Board	New	1
Position Indicator	New	1
MAX Link 2-Line ATA kit	New	Elevator 1
Car Riding Lantern	New	1
Fire Service	New	1
Hoistway Access	New	1
User Interface Tool	New	1
Hoistway Enable/Inspection Operation	New	1

# Modernization Proposal



## Jack

Item Description	Option	Installed On
Retain Jack	Retain	1
Pipe Stands	New	1

## Hoistway Door Equipment

Item Description	Option	Installed On
Retain Hoistway Doors	Retain	1
Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. (Front)	New	1

## Cab

Item Description	Option	Installed On
Retain Cab Interior	New	1
Retain Cab Flooring	Retain	1
Car Door (SSSS, #4 S/S (441))	New	1

## Power Unit

Item Description	Option	Installed On
EP-70 Power Unit (Submersible)	New	1
Seismic Requirements for EP units	New	1
5 gallon drum of Biodegradable oil (Citgo NZ)	New	1
55 gallon drum of Biodegradable oil (Citgo NZ)	New	1
2" Shutoff Valve Kit (Pump)	New	1
Overspeed Valve Kit for 2" (less than 150 GPM)	New	1

## Pit Equipment

Item Description	Option	Installed On
2" Shutoff Valve Kit (Pit)	New	1
Pit Ladder 16 Wide	New	1
Pit Stop Switch	New	1

## Hoistway Equipment

Item Description	Option	Installed On
Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)	New	1
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	1
HN Boxes (per each 2 cars, grouped)	New	1
Hoistway Duct Kit (per run)	New	Elevator 1

## Car

Item Description	Option	Installed On
Fan: Two Speed	New	1
Cab Wiring Material (200MK1)	New	1
Car Top Exit Switch	New	1

# Modernization Proposal



## Car Door Equipment

Item Description	Option	Installed On
Micro Light Door Edge (Front)	New	1
LD-16 Plus Door Operator with Complete carside equipment (FRONT) <ul style="list-style-type: none"> <li>includes Adapter kit (Tracks &amp; Hangars), Clutch (w/ Car Door Lock latch &amp; contact), &amp; Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)</li> </ul>	New	1

## Car Fixtures

Item Description	Option	Installed On
Main Car Station Includes Options Below	New	1
<ul style="list-style-type: none"> <li>Column Type Swing Return for New/Existing Dover/tkE Cabs)</li> </ul>	New	1
Vandal Resistant Floor Buttons	New	1
Cast Braille Plates for Car Features	New	1
Standard Key Switch Package <ul style="list-style-type: none"> <li>Fan</li> <li>Light</li> <li>Independent</li> <li>Stop</li> <li>Inspection/Hoistway Enable)</li> </ul>	New	1
Emergency Light mounted in COP	New	1
2004 and later Fire Service Phase II Features (includes instructions signage)	New	1
Handicap Signal (Passing signal)	New	1
Position Indicator (2" CE Segmented)	New	1
ADA Phone System integral with COP (Rath)	New	1
Speaker Pattern for Intercom System/ADA Phone	New	1
Locked Service Cabinet	New	1
Certificate Window	New	1
GFI Outlet	New	1
#4 Stainless Steel Finish (441)	New	1
Car Riding Lantern (Standard) #4 S/S (441)	New	1

## Hall Fixtures

Item Description	Option	Installed On
Terminal Hall Stations (Surface Mounted) with <ul style="list-style-type: none"> <li>Appendix O (Polycarbonate insert flame)</li> <li>Fusion (#4 S/S (441))</li> </ul>	New	Elevator 1
2009 & 2010 Elevator Communications Failure add	New	Elevator 1
Hoistway Access Switch in Hall Stations	New	1
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	1
Serial Boards for Hoistway Access	New	1
Serial Boards for Front Risers	New	Elevator 1
TAC Serial Boards, Base Charge	New	Elevator 1
Standalone Fire Service Phase I with Plastic Instructions #4 S/S (441)	New	Elevator 1

# Modernization Proposal



## Clarifications to Specifications:

1. Work by Others HVAC, Electrical and Fire Alarm are included in the base price and scope of work.
2. Cab Interior Wall Panels and Ceiling are included in the base price and scope of work

## Included:

### Electrical & Fire Alarm Scope of work:

- Re-use the existing disconnect switch in its current location.
  - Install a fused lockable cab lighting disconnect switch in the machine room.
  - Enclose the elevator phone line in conduit within the machine room.
  - Insure pit and machine room 120-volt circuits are dedicated as required.
  - Insure pit, machine room, and lobby lighting are up to code-required levels (add 2 - 4' LED's in the pit and 2 in the machine room. Lobby lighting will be re-used).
  - Disconnect the existing elevator controller and re-connect the new.
  - Install wiring for battery lowering.
  - Install a dedicated function fire alarm control panel with devices and wiring to provide recall and hat flash functions.
- Wiring for HVAC unit

### HVAC Scope of work: The roofer portion is not included in this bid

1. This elevator room is on the main floor, interior room
2. Install a ductless high wall unit in the elevator room.
3. Exit the room and run the refrigerant lines in the T-bar ceiling in the hall. Run above the T-bar ceiling and hang the lines according (40'). Once in the Sergeants Room, go up into the attic. Once in the attic (Attic has a door accessible from the upper floor on top of the stairs, stand up about 8' tall), make a hole in the ceiling and provide a PVC roof jack.
4. Provide a wall bracket to hang the outdoor unit like the ones that are existing. Hang the unit and connect the refrigerant lines
5. Find a good location for moisture (pump) removal, provide 3/8 tubing, probably more than 50'. Make the tubing slope to the drain
6. A Roofer is needed to roof in the jack to the roof, it is a membrane roof.

# Modernization Proposal



## Cab Interior scope:

Delridge, Fremont or Highlands Design Quick Cab, 2500# Standard Height Cab Interior:

- Remove existing cab interior and prep for new interior.
- Provide drawings prior to manufacturing for approval.
- Furnish and install three (3) #4 brushed stainless steel true vent base supports.
- Furnish and install full height standard laminate panels.
- Furnish and install #4 brushed stainless steel reveals.
- Furnish and install three (3) 1 ½" round #4 brushed stainless steel sectional handrails.
- Furnish and install #4 brushed stainless steel frieze for three (3) walls.
- Furnish and install aluminum pad studs for three (3) walls.

Stainless Steel suspended with LED down lights

# Modernization Proposal



## 01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	6 - 8 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	3 - 4 Weeks

\*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

## 02 Payment of Work

55% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

# Modernization Proposal



The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		<b>\$169,593.68</b>
Initial progress payment:	(55%)	\$93,276.52
Material furnished:	(20%)	\$33,918.74
Total of remaining progress payments:	(25%)	\$42,398.42

Purchaser may elect to finance all or a portion of the purchase price for the work described in this Agreement through TK Elevator's financing partner ("Financing Partner"), subject to the Financing Partner's approval and the terms of a separate financing agreement ("Financing Agreement") between Purchaser and Financing Partner. Purchaser acknowledges and agrees that [(i) Financing Partner is in no way affiliated with TK Elevator, (ii) Financing Partner will make any decision to offer financing to Purchaser independently and in accordance with its internal lending policies, (iii) TK Elevator cannot guaranty that Financing Partner will agree to provide financing to Purchaser on acceptable terms or at all, (iv) TK Elevator may be compensated by the Financing Partner in the event Purchaser enters into a Financing Agreement, and TK Elevator will not be a party to the Financing Agreement and shall have no responsibility for, and hereby expressly disclaims any liability arising out of or relating to, any decision on the part of Financing Partner to provide or decline to provide financing to Purchaser, and the negotiation, execution, performance, enforcement, or termination of any Financing Agreement. Purchaser acknowledges and agrees that Purchaser shall remain unconditionally and irrevocably liable to TK Elevator for any unpaid balance owing hereunder and TK Elevator's acceptance of the Financing Partner as a payment source shall not constitute a novation, satisfaction, waiver, or release of Purchaser's payment obligations under this Agreement.

Notwithstanding the foregoing, in the event Purchaser enters into a Financing Agreement with the Financing Partner and the Financing Partner fails or refuses to disburse any portion of the purchase price to TK Elevator for any reason, including without limitation default by either party under the Financing Agreement, bankruptcy or insolvency of either party, or termination of the Financing Agreement for any reason any unpaid purchase price then owing by Purchaser which shall be payable immediately by Purchaser upon demand by TK Elevator in accordance with this Agreement. Purchaser hereby waives any right of setoff, counterclaim, defense, or deduction against TK Elevator based on any act or omission of the Financing Partner. Purchaser further agrees that any assignment by TK Elevator to the Financing

# Modernization Proposal



Partner of the right to receive payment hereunder shall not impair TK Elevator’s rights or remedies in the event of nonpayment. The obligations of Purchaser under this paragraph shall survive any termination, cancellation, or expiration of this Agreement.

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$350.00
Mechanic (OT) per hour	\$643.00
Team (Standard) per hour	\$630.00
Team (OT) per hour	\$1,157.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 05-11-2026 .

## 03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser’s execution of TK Elevator’s “Final Acceptance Form” on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator’s work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator’s software that is licensed for the Owner’s use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of

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ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

## 04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

- a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:

## 05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

### A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
  - A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening.
  - A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
  - Adequate bracing of entrance frames to prevent distortion during wall construction.
  - All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
  - All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
  - The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
  - Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
  - TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

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## **B. Electrical and Life Safety:**

- Purchaser shall provide a 120V, 1P, 60C power supply in the locations as directed by TK Elevator for the cellular equipment being furnished and installed by TK Elevator for the communication devices within the elevator cab;
- Purchaser shall provide:
  - permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
  - piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
  - conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the Unit controller;
  - a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;
  - emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
  - the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
  - emergency power operation is included as part of the design of the Unit control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
  - a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the Unit;
  - confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

## **C. Miscellaneous:**

- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- Hydraulic jack replacement:
  - the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price

# Modernization Proposal



shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;

- adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
- Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
- in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- engineering, provision and installation of methane barriers or coordination/access;
- access to 2" pressurized water supply within 100'-0" of the jack hole location;
- a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- any spoils or water testing;

## 06 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$125.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.
- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is

# Modernization Proposal



stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

- You agree that if you are not ready to permit us to begin the installation of the equipment when we notify you when all or part of it is ready for shipment, you will immediately pay us a sum equal to the amount which would be payable to us if the elevator equipment or such part of it had actually been shipped and delivered. Unless you promptly provide to us a secure and convenient storage area, we are authorized to warehouse the elevator(s) at your risk and in any event, you shall reimburse us for all costs due to extra handling and warehousing.
- TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
- The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

## 07 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for "temporary use" of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.
  - Cost for temporary use of a Unit shall be \$200.00 per calendar day per hydraulic elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
  - Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per Unit in addition to costs for replacement or refurbishment of equipment based on special circumstances.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while

# Modernization Proposal



temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.

- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be \$1,500.00 per Unit and a remobilization fee which shall be \$5,000.00 per Unit, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.
- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form" prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
- At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of \$275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.



MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

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- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

MAX Link

## 09 Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. The pricing set forth in this Agreement does not include any value added taxes, tariffs, duties, or similar charges imposed by governmental authorities or the financial impacts to TK Elevator caused thereby. Contractor is responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Agreement above and beyond the pricing set forth in this Agreement for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after April 2, 2025; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after April 2, 2025. In addition to the Agreement price, when the materials and/or components called for in this Agreement are ready to ship, TK

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Elevator will provide Contractor with a change order(s) covering the additional amounts associated with the reasons set forth in the three (3) categories above along with profit and overhead which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

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- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
- s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
- t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.
- u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.
- v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.
- In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.
- If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.
- "Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the

# Modernization Proposal



UN Security Council; or(vi) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

# Modernization Proposal



## Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Sixty Nine Thousand Five Hundred Ninety Three Dollars and Sixty Eight Cents (\$169,593.68) plus any applicable sales tax.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

**CITY OF THE DALLES  
(Purchaser):**

**TK Elevator Corporation Management Approval**

By:

\_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Title)

\_\_\_\_\_  
(Date of Acceptance)

By:

\_\_\_\_\_  
(Signature of Branch Representative)

Ann Pauly-Anderson  
Sr Sales Manager

\_\_\_\_\_  
(Date of Execution)



# MODERNIZATION FINANCING PROGRAM

Need to modernize your elevator or escalator quickly but it's not in the budget? TK Elevator has partnered with GreatAmerica Financial to offer financing for Modernization Projects in the United States and Canada.

**Program Details:**

Term Durations: 12 - 60 months

Loan Size: \$50,000 - \$5,000,000\*

100% of Project Financing Available

Fixed Interest Rates

**FAST Credit Approval!**

Loans under \$500,000 – SAME DAY

Loans over \$500,000\*\* – 24 to 72 Hours

**Example of \$150,000 financed over a 60-month period at various interest rates:**

Rate	Number of Payments	Payments per month
9.99%	60	\$3,186.32
10.99%	60	\$3,260.62
11.99%	60	\$3,335.91
12.99%	60	\$3,412.19

**The above example's finance rates, number of payments, payment frequency and payment amounts are for illustrative purposes only and subject to change.**

\* Loans larger than \$5,000,000 may be accepted.

\*\* All loans subject to credit approval.

**Additional Information:**

Program eligibility requires execution of 5-year maintenance agreement with TK Elevator.

Specific financing terms, rates and conditions will vary based on creditworthiness and GreatAmerica Financial's other terms and conditions.

Not all applicants will qualify.

TK Elevator may receive compensation from GreatAmerica as part of this program.

TK Elevator is not a licensed lender and does not originate or arrange financing.

TK Elevator is not responsible for GreatAmerica Financial's products or services, or how GreatAmerica Financial handles an applicant's information.



## AGENDA STAFF REPORT

**AGENDA LOCATION:** Item #10A

**MEETING DATE:** April 27, 2026

**TO:** Honorable Mayor and City Council

**FROM:** City Attorney Jonathan Kara

**ISSUE:** Adopting General Ordinance No. 26-1428, an ordinance amending certain provisions of TDMC Chapter 1.04 (*Elections Code*) for legal sufficiency

**BACKGROUND:** The City Charter establishes the City’s elective offices and provides for at-large City elections. TDMC Chapter 1.04 (*Elections Code*) implements the City’s local election procedures and several provisions still use older nomination terminology and do not expressly reflect the incumbent filing deadline now required by state law.

In 2024, the Legislature enacted House Bill 4024. Section 17(b) of that Act became operative on January 1, 2026, and requires an incumbent public office holder seeking reelection to file at least 7 days before the corresponding filing deadline for nonincumbent candidates. The Secretary of State’s current County, City, and District Candidate Manual implements that rule and clarifies that appointed incumbents seeking election to the office they hold remain subject to the nonincumbent deadline.

This timing matters because the Secretary of State’s current published filing schedule for 2026 general-election city offices opens on June 3, 2026 (with an August 25, 2026, filing deadline for nonincumbents and an August 18, 2026, filing deadline for elected incumbents). Adopting the proposed ordinance now gives the City Clerk and prospective candidates clear local code language before the City’s candidate filing opens.

The proposed ordinance would not change the City’s at-large structure, nonpartisan structure, \$25 filing fee, or 100-signature petition option—it is a housekeeping and conformance measure. The proposed ordinance contemplates only the following narrow changes:

1. TDMC 1.04.030 would be updated to reference ORS Chapters 249, 250, and 254,

plus applicable Secretary of State rules, rather than ORS Chapter 254 alone. That would better match the current statutory framework governing city candidate filing, city measure procedures, and election administration.

2. TDMC 1.04.050 and 1.04.070 would be updated to replace older terminology (e.g., *certificate of nomination* and *perfected certificate of nomination*) with current Oregon-law terminology (e.g., *nominating petition* and *declaration of candidacy*). The proposed ordinance would also clarify the City Clerk's review and submission responsibilities.
3. Proposed revisions to TDMC 1.04.070(B) are intended to address the main legal issue prompting this amendment. Current code gives all candidates the same 70<sup>th</sup>-day filing deadline. The proposed ordinance updates the Chapter to reflect the incumbent filing rule now imposed by Oregon law and the Secretary of State's current distinction between *elected incumbents* and *appointed incumbents*.
4. TDMC 1.04.070(D) would be revised to recognize that Secretary of State forms control the design of nominating petition signature sheets and to allow the City to use supplemental local forms as needed to administer City-specific filing fee or qualification requirements. That approach would preserve the City's existing local filing-fee and petition framework while avoiding conflict with Oregon's form requirements.

**BUDGET IMPLICATIONS:** The proposed ordinance is not expected to have a budget impact.

**COUNCIL ALTERNATIVES:**

1. ***Staff Recommendation. Move to adopt General Ordinance No. 26-1428, by title only, as presented.***
2. Make modifications to then move to adopt General Ordinance No. 26-1428, by title only, as amended, after reading aloud any substantive changes.
3. Decline formal action and direct Staff accordingly.

**GENERAL ORDINANCE NO. 26-1428**

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF  
TDMC CHAPTER 1.04 (*ELECTIONS CODE*)  
FOR LEGAL SUFFICIENCY**

**WHEREAS**, the City Charter establishes the offices of Mayor and Councilor as the City’s elective offices and provides that Councilors are nominated and elected at large;

**WHEREAS**, TDMC Chapter 1.04 (*Elections Code*) governs local election procedures for City elective offices;

**WHEREAS**, Oregon law governs the manner of nominating and electing candidates for city offices, including filing by nominating petition or declaration of candidacy and use of Secretary of State prescribed petition and signature-sheet forms;

**WHEREAS**, relevant provisions of House Bill 4024 (2024) became operative January 1, 2026, and the City Council finds that certain limited conforming amendments to TDMC Chapter 1.04 are advisable to align the Municipal Code with current Oregon law and current Secretary of State filing practice; and

**WHEREAS**, the City Council further finds the proposed amendments to TDMC Chapter 1.04 described herein support the City’s efficient administration and preserve and protect the public health, safety, and welfare without altering the City’s at-large and nonpartisan election structure or the City’s existing local filing-fee or petition options.

**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 1** (*Government*), **Chapter 1.04** (*Elections Code*), shall be revised to read:

**TDMC 1.04.030:**

**Election Procedures.** Unless otherwise provided herein or by the City Charter, the procedures for conducting elections for City elective offices shall be those specified for City elections pursuant to ORS Chapters 249, 250, and 254, as applicable, and rules of the Secretary of State. Any election matter not specifically addressed by this code shall be governed by applicable Oregon law.

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**TDMC 1.04.050:**

**Method of Nominating Candidates for At-Large Offices.** All nominations for At-Large offices shall be made by a nominating petition signed by at least 100 legal voters of the City of The Dalles, or by declaration of candidacy accompanied by payment of a filing fee of \$25.00 to the City of The Dalles.

**TDMC 1.04.060:**

**Non-Partisan Elective Offices.** All elective offices shall be nonpartisan offices. No political party affiliation, political party endorsement, or name of a political party shall appear on any City nominating petition, ballot, or election notice for a City elective office.

**TDMC 1.04.070:**

- A. A nominating petition shall be sufficient when it has been signed by at least 100 legal voters of the City and the signatures have been verified as legal voters within the City by the County Elections Division and filed with the City Clerk. On each signature sheet, the circulator collecting signatures shall certify that the circulator witnessed the signing of the sheet by each individual whose signature appears on the sheet and believes each individual is an elector registered within the City limits.
- B. A nonincumbent candidate's nominating petition or declaration of candidacy must be filed with the City Clerk no later than the 70<sup>th</sup> day preceding the date of the election or such other deadline as may be required by applicable Oregon law. An elected incumbent holder of a City public office who intends to seek reelection to an additional term of the same office shall file a nominating petition or declaration of candidacy at least 7 days before the corresponding filing deadline applicable to nonincumbent candidates. An incumbent who holds the office by appointment and seeks election to that office shall file by the deadline applicable to nonincumbent candidates.
- C. The City Clerk shall review all nominating petitions and declarations of candidacy filed under this section and shall submit to the County Elections Division, no later than the 61st day preceding the date of the election, the names and required information for duly qualified candidates so that they may appear on the ballot.
- D. The City Clerk shall furnish or make available the applicable candidate filing forms and nominating petition signature-sheet forms prescribed by the Secretary of State, together with any supplemental City form needed to administer City-specific filing-fee or qualification requirements consistent with applicable Oregon law.

**Section 3**      **No Other Changes.** Aside from the text amendments specifically described in Section 2, TDMC Chapter 1.04 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 27<sup>TH</sup> DAY OF APRIL, 2026,**

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

**AND APPROVED BY THE MAYOR THIS 27<sup>TH</sup> DAY OF APRIL, 2026.**

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

*ATTEST:*

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

**Exhibit 1 to  
General Ordinance No. 26-1428**

**TDMC 1.04.030 (Election Procedures):**

Unless otherwise provided herein, or by the City Charter, the procedures for conducting elections for City elective offices shall be those specified for City elections pursuant to ORS Chapters [249, 250, and 254 \(as applicable\)](#) and [administrative rules promulgated by the Secretary of State, all as may be amended or superseded](#). Any election matter not specifically addressed by this code shall be governed by [applicable Oregon state](#) law.

**TDMC 1.04.050 (Method of Nominating Candidates for At-Large Offices):**

All nominations for At-Large offices shall be made by a ~~certificate of nomination~~[nominating petition](#) signed by at least 100 legal voters of the City of The Dalles, or by [declaration of candidacy accompanied by payment of the candidate paying a filing](#) fee of \$25.00 to the City of The Dalles.

**TDMC 1.04.060 (Non-Partisan Elective Offices):**

All elective offices shall be non-partisan offices. No ~~person shall designate a~~ political party affiliation, ~~claim a~~ political party endorsement, or ~~use the~~ name of a political party [shall appear upon](#) any [City](#) nominating petition, ballot, or election notice [for a City elective office](#).

**TDMC 1.04.070 (Nomination Petitions):**

- A. A ~~certificate of nomination~~[nominating petition](#) shall be ~~come a perfected certificate sufficient~~ when it has been signed by at least 100 legal voters ~~in of~~ the City and ~~such the~~ signatures have been verified as legal voters within the City by the County Elections Division and filed with the City Clerk. On each ~~election signature~~ sheet, the circulator collecting signatures shall certify [that the circulator they](#) witnessed the signing of the ~~signature~~ sheet by each individual whose signature appears on the ~~signature~~ sheet and believes each individual is an elector registered within the City limits.
- B. [A nonincumbent candidate's](#)~~The perfected certificate of nomination nominating petition or declaration of candidacy~~ must be filed with the City Clerk no later than the 70<sup>th</sup> day preceding the date of the election [or such other deadline as may be required by applicable Oregon law. An incumbent holder of a City public office who intends to seek reelection to an additional term of the same office shall file a nominating petition or declaration of candidacy at least 7 days before the corresponding filing deadline applicable to nonincumbent candidates](#)~~so that the names of the candidates duly nominated may be placed upon the election ballot.~~
- C. ~~It shall be the duty of t~~The City Clerk [shall](#) to ~~inspect review~~ all [nominating petitions and declarations of candidacy](#) filed under ~~terms of this s~~Section, and [shall](#) ~~to~~ submit to the County Elections Division, no later than the 61<sup>st</sup> day

preceding the date of the election, the names and required information of for duly ~~nominated~~-qualified candidates so that they may appear on the ballot.

D. The City Clerk shall furnish or make available candidate certificate of ~~nomination~~filing forms ~~to for~~ all interested persons. Candidate filing forms and nominating petition forms shall be in the form prescribed or approved by the City Clerk consistent with applicable Oregon law and rules of the Secretary of State. Any nominating petition form shall include any circulator certification and any statement regarding paid signature gathering required by applicable Oregon law. ~~to be used for nominating candidates. The certificate of nomination forms shall include:~~

- ~~1. The name of the elector;~~
- ~~2. The residence or mailing address of the elector; and~~
- ~~3. A declaration as to whether one or more persons will be paid money or other valuable consideration for obtaining signatures of the electors on the certificate.~~



## **AGENDA STAFF REPORT**

**AGENDA LOCATION:** Item #11A

**MEETING DATE:** April 27, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Matthew Klebes, City Manager

**ISSUE:** Local Agency and Nonprofit Funding Request Program

**BACKGROUND:** On November 24, 2025, the City Council reviewed and provided direction on proposed updates to the Local Agency and Nonprofit Funding Request Program (**Program**), including changes to improve clarity, transparency, and alignment with City priorities.

As outlined in that discussion, key challenges with the prior process included:

- Lack of a defined funding allocation prior to application review
- Need for improved alignment with Budget Committee making appropriations and City decision makers awarding appropriated funds.
- Inconsistent application quality and eligibility issues
- Absence of standardized scoring and comparison tools

Council direction supported establishing a clearer, more structured process, including defined timelines, eligibility review, and a standardized evaluation approach.

Following that direction, staff has developed a complete program framework for Council input, including application materials, funding guidelines, a scoring rubric, and a formalized annual timeline.

### **Proposed Funding Program Materials**

Staff has prepared a comprehensive set of materials to support implementation of the updated Program. These materials are included as attachments and summarized below.

#### *Funding Request Draft Guidelines and Application*

The draft guidelines and application establish clear expectations for applicants and are

intended to improve application quality and consistency. Key components include:

- Eligibility requirements focused on project-based funding within City limits
- Clear distinction between eligible and ineligible expenses
- Defined funding range guidance and encouragement of matching funds
- Required attachments, including a standardized project budget
- Structured application sections addressing project scope, community benefit, alignment with City priorities, feasibility, and sustainability

The materials emphasize that funding is intended for specific projects that provide measurable community benefit, and not ongoing operational support.

### *Scoring Rubric*

A standardized scoring rubric has been developed to support consistent and transparent evaluation of applications. The rubric includes:

- Eligibility screening (pass/fail)
- Weighted scoring criteria:
  - Alignment with City Vision, Mission, and Goals (25%)
  - Community benefit and impact (25%)
  - Feasibility and sustainability (20%)
  - Budget clarity and financial need (20%)
  - Collaboration and partnerships (10%)
- Defined scoring scale and funding recommendation thresholds

This approach provides a structured method for comparing applications and supports Council's role in prioritizing funding decisions.

### *Program Timeline*

Consistent with prior Council direction, the Program will follow an annual cycle aligned with the budget process. The proposed timeline includes:

- Application Period (Summer): Application materials are released, and organizations prepare submissions.
- Application Deadline (August): All applications must be submitted by the established deadline.
- Staff Eligibility Review (August–September): Staff reviews applications for completeness and eligibility, including location, project type, and allowable expenses.
- Council Scoring (September–October): Eligible applications are provided to the City Council for scoring using the adopted rubric.
- Score Compilation (October): Scores are aggregated and provided to the City Manager.
- Funding Recommendation (November): The City Manager presents a staff report with funding recommendations for City Council consideration and action.

This timeline separates Program funding appropriations decisions from application review and award. This provides a predictable, transparent process for both applicants and decision-makers.

**BUDGET IMPLICATIONS:** Funding awards will remain within the total Program allocation established through the annual budget process. Funding will be distributed from the General Fund and Tourism Fund, as appropriate. Any unallocated funds will remain in or return to the respective fund. Administrative responsibilities associated with the Program will be managed within existing staff capacity.

**DISCUSSION QUESTIONS:**

Staff seeks guidance on the following questions:

1. Does the Council support the proposed Community Funding Request Program materials, including the application, guidelines, and scoring rubric?
2. Are there any modifications the Council would like to see to the evaluation criteria or scoring weights?
3. Are there any additional changes or clarifications the Council would like staff to incorporate prior to implementation?

## Guidelines | Nonprofits & Local Agencies Funding Request

The City of The Dalles encourages local agencies and nonprofits to apply for funding to support projects that benefit our community. Eligible projects should aim to enhance the quality of life, strengthen community ties, or provide valuable resources and services within The Dalles. Funding requests are evaluated based on the project's alignment with community needs and potential impact, with priority given to initiatives that align with The Dalles Community Vision Action Plan.

### Eligibility Requirements

1. **Project Focus:** Projects must enhance the quality of life, strengthen community ties, or provide valuable resources and services within The Dalles.
2. **Alignment with Vision & Mission:** Projects should align with The Dalles Mission, Vision, and Goals. ([www.thedalles.org/strategicplan](http://www.thedalles.org/strategicplan))
3. **Tourism:** If applicable, projects may support tourism, tourism-related facilities, and/or tourism promotion (as defined by ORS 320.300).
4. **Location:** Projects must be located within the City of The Dalles. Applicants must confirm the project's location is within City limits.
5. **Organization Information:** Applicants must provide the organization name, Tax ID number, primary contact information (first and last name, email address, phone number), and indicate whether the organization has received funding from the City of The Dalles in the last three fiscal years. This information may be uploaded as a separate document.
6. **Funding Considerations:** *Eligible expenses include:* Project materials and supplies, capital improvements, or professional services directly related to the project. *Ineligible expenses include:* General operational costs, such as salaries and wages for staff, office supplies, utilities, rent, administrative expenses, insurance, other routine expenses necessary to maintain day-to-day operations, and debt reduction.

**Grant Amount Range** - Grant requests range between \$5,000 and \$25,000, though exceptions may be considered for projects with extraordinary impact.

**Matching Funds Requirement** - Applicants are encouraged to demonstrate their ability to secure matching funds or other sources of financial support to strengthen their proposal.

**Application Evaluation Criteria** - Applications will be evaluated on the following:

- Alignment with The Dalles Vision and Mission
- Community impact and benefit
- Feasibility and sustainability
- Budget clarity and financial need
- Demonstration of collaboration or partnerships

**Reporting and Accountability** - Grant recipients will be required to:

- Submit mid-term and final reports detailing progress and outcomes
- Provide financial documentation on how funds were spent
- Participate in a performance review and audit, if requested

**Funding Disbursement** - Funds will be disbursed as follows:

- 100% dispersed upon execution of the Grant/Funding Agreement

**Public Acknowledgment** - Recipients must acknowledge the City of The Dalles' support in all project-related materials, press releases, and public events.

**Submission Format** - All applications and required documents must be submitted in digital format through the City's designated submission portal or via email. Attachments should be in PDF or Word format.

**Application Process Timeline** - All applications must be submitted using the provided funding request form. Late submissions will not be considered.

June [insert date]: Application period opens

August [insert date]: Application deadline (4:00 p.m.)

August–September: Staff eligibility review

September–October: City Council scoring

November [insert date]: Funding decisions made by City Council

#### **Funding Requirements Checklist**

1. Completed funding request form.
2. All eligibility requirements addressed.
3. If applicable, an explanation of how past grant funding was used.
4. Submission of the application before the deadline.

**Agreement and Certification** - By submitting the application, organizations agree to:

- Submit reports through various programmatic and financial procedures.
- Use performance metrics as requested per the funding agreement with the City of The Dalles.
- Abide by the City's nondiscrimination policy, which prohibits discrimination based on race, color, religion, gender, age, national origin, disability, marital status, sexual orientation, or military status.
- Enter into a separate Grant/Funding Agreement with the City before funds are released.

The undersigned certify that all facts, figures, and representations made in the application, including attachments, are true and correct to the best of their knowledge. Any awarded funds are subject to the terms of the Grant/Funding Agreement.

# Application | Nonprofits & Local Agencies Funding Request

**Submission Deadline:** [Insert Date] by 4:00pm

**Format:** Submit completed form and attachments as PDF or Word via the City's online form or email.

## Section 1: Organization Information

- Organization Name: \_\_\_\_\_
- Tax ID / EIN: \_\_\_\_\_
- Primary Contact (First/Last): \_\_\_\_\_
- Primary Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_
- Authorized Signer (First/Last): \_\_\_\_\_
- Authorized Signer Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_
- Authorized Signer Mailing Address: \_\_\_\_\_
- Has your organization received City funding in the last 3 fiscal years?  Yes  No  
If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_

## Section 2: Project Information

1. **Project Title:** \_\_\_\_\_
2. **Project Location:** (must be within City limits) \_\_\_\_\_
3. **Project Start Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_
4. **Total Project Cost:** \$\_\_\_\_\_
5. **Funding Request from City of The Dalles:** \$\_\_\_\_\_

## Section 3: Project Details

1. **Project Description:** Give a brief description of the project for which you are requesting funding.
2. **Community Benefit:** How will this project enhance quality of life, strengthen community ties, or provide services/resources?

3. **Alignment with the City’s Mission, Vision, and Goals:** Describe how the project aligns with the City’s Vision, Mission, Goals [www.thedalles.org/strategicplan](http://www.thedalles.org/strategicplan)
  
4. **Tourism Impact (if applicable):** Confirm the project aligns with the definition of tourism [oregon.public.law/statutes/ors\\_320.300](http://oregon.public.law/statutes/ors_320.300)
  - a. How many visitors do you expect this project to bring into The Dalles?
  - b. How many of the visits are expected to be overnight stays?
  - c. If requesting funds for promotional projects, how many people will be reached?
  
5. **Project Feasibility:** Who will manage this project? What partnerships are in place?
  
6. **Sustainability:** How will the project continue or maintain impact after City funding ends?

#### **Section 4: Budget**

Provide a detailed, project-specific budget using the attached template. Include an itemized list of expenses with clear descriptions, quantities, unit costs, and totals, along with all funding sources, including the amount requested from the City and any other confirmed or pending support (matching funds encouraged). Only include eligible project costs such as materials, supplies, capital improvements, and professional services—do not include salaries, rent, utilities, insurance, administrative overhead, or debt payments.

If applicable, list in-kind contributions with a brief description and estimated value.

Include a short budget narrative that explains how costs were estimated, highlights any major expenses, and demonstrates the budget is reasonable.

Ensure all totals are accurate, consistent across the application, and based on current pricing or quotes.

#### **Section 5: Certification**

By signing below, the organization certifies that the information provided is true and complete, and agrees to comply with City funding requirements, including reporting, acknowledgment, and nondiscrimination policies.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Scoring Rubric | Nonprofits & Local Agencies Funding Request

**Eligibility (Pass/Fail)** - Eligible: Meets all requirements: deadline, eligible expenses, location within City limits, and complete application with all required attachments; Ineligible: Does not meet one or more requirements

Criteria	Excellent (5)	Strong (4)	Moderate (3)	Limited (2)	Minimal (1)	None (0)
<b>Alignment with Vision, Mission, &amp; Goals</b>	Clear and well-defined alignment with the City's Vision, Mission, and multiple Goals	Strong alignment with the City's Vision, Mission, and at least one Goal	General alignment with the City's Vision, Mission, and Goals, but not clearly explained	Limited or loosely demonstrated alignment with the City's Vision, Mission, and Goals	Minimal alignment with the City's Vision, Mission, and Goals	Not described
<b>Community Benefit &amp; Impact</b>	Broad, measurable, and lasting community benefit	Clear benefit to a defined group with meaningful impact	Some benefit, but limited in scope or reach	Minimal or unclear benefit	Very limited benefit described	No benefit described
<b>Feasibility &amp; Sustainability</b>	Clear, detailed plan with strong capacity and long-term sustainability	Well-defined plan with demonstrated capacity and sustainability	Basic plan with some indication of capacity and sustainability	Unclear plan or limited capacity to sustain the project	Significant gaps in feasibility or sustainability	Not addressed
<b>Budget Clarity &amp; Financial Need</b>	Detailed, realistic budget with clear financial need; matching funds exceed the amount requested	Clear, well-supported budget with demonstrated need; matching funds are equal to the amount requested	Budget provided with some detail; matching funds are present but limited	Budget unclear, incomplete, or appears inflated; no matching funds identified	Very limited budget information; financial need is not well demonstrated	No budget provided
<b>Collaboration / Partnerships</b>			Multiple collaborators actively engaged	At least one collaborator engaged	Minimal collaboration demonstrated	No collaboration identified

A score of 21 - 23 (90-100%) is highly recommended for funding.

A score of 18 - 20 (89-80%) is recommended for funding.

A score of 14 - 17 (79-70%) may be considered if funds are available.

A score below 14 (69-0%) is not recommended for funding.

# Budget | Nonprofits Local Agencies Funding Request

*Use this workbook for project-specific costs only. Do not include your agency's full operating budget.*

<b>What to include</b>	Only direct project costs that support the proposed work within City limits.
<b>Eligible expenses</b>	Materials, supplies, capital improvements, equipment tied to the project, and professional services.
<b>Do not include</b>	Salaries, rent, utilities, insurance, administrative overhead, debt payments, or unrelated agency costs.
<b>How to complete</b>	Enter project information on the Project Budget tab. Itemize each expense line, then complete Funding Sources and In-Kind Contributions if applicable.
<b>Budget detail</b>	Use clear descriptions, quantities, unit costs, and realistic estimates. Avoid lump sums without explanation.
<b>Funding match</b>	Matching funds and other support are encouraged. Identify whether each source is confirmed or pending.
<b>Check totals</b>	The workbook calculates totals automatically. Review all tabs before submitting.

Applicant reminders	
<b>Project Budget tab</b>	Enter applicant and project details plus expense line items.
<b>Funding Sources tab</b>	List City request, grants, donations, and organization contribution.
<b>In-Kind Contributions tab</b>	List donated goods, donated services, or volunteer labor value.
<b>Submission tip</b>	Attach quotes or estimates for major costs when available.
<b>Eligibility tip</b>	If a cost is not directly tied to the project, leave it out.

DROP-DOWN LISTS		
Expense Categories	Funding Source	Funding Status
Materials/Supplies	City Request	Requested
Equipment	Other Grant	Confirmed
Capital Improvements	Donation/Sponsorship	Pending
Professional Services	Organization Contribution	In Progress
Other Eligible Costs	In-Kind	
	Other	

## Project Budget

*Complete this tab for project-specific expenses only. Enter cash expenses only; list donated value on the In-Kind Contributions tab.*

**Project Name**  
**Organization Name**  
**Project Location (within City limits)**  
**Primary Contact**

Budget Summary	
<b>Total Project Cost</b>	\$0.00
<b>Amount Requested from City</b>	
<b>Other Cash Funding</b>	\$0.00
<b>Total In-Kind Value</b>	\$0.00
<b>Cash Funding Gap / Surplus</b>	<b>\$0.00</b>

Expense Category	Description of Expense	Quantity	Unit Cost	Total Cost	Funding Source
<b>TOTAL PROJECT COST</b>				<b>\$0.00</b>	

**Budget Narrative (brief)**

*Explain how costs were estimated, note any major expenses, and describe how City funding will be used.*