



# CITY OF THE DALLES

## CITY COUNCIL REGULAR MEETING

June 22, 2026 at 5:30 p.m.

CITY HALL · COUNCIL CHAMBER · 313 COURT STREET

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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)

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### MEETING AGENDA

**1. CALL TO ORDER**

**2. ROLL CALL OF COUNCIL**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF AGENDA**

**5. PRESENTATIONS/PROCLAMATIONS**

A. FY 24/25 City Audit Presentation, Sorren CPA, PC.

**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**

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

**CITY OF THE DALLES**

*"Serving The Dalles with safety, transparency, and care"*

- A. Approval of the Regular City Council Meeting Minutes for June 8, 2026
- B. Professional Services Agreement with Jacobs Engineering Group Inc. for The Dalles SCADA System Upgrade Phase 2 Water Distribution and Wastewater Collection System Project
- C. Professional Services Agreement with Jacobs Engineering Group Inc. for The Dalles Wastewater Treatment Plant SCADA and Operational Technology System Upgrade Project
- D. Resolution No. 26-024 Concurring with the Mayor's Appointments to the Museum Commission and Library Board
- E. Resolution No 26.-025 Assessing Real Property Located at 1290 West 8th Street the Cost of Nuisance Abatement

## **10. PUBLIC HEARING**

- A. Annexation ANX 82-25 for Property Located at 2430 East 18th Street and Special Ordinance No. 26-614 Annexing the Property into the City of The Dalles

## **11. ACTION ITEMS**

- A. Special Ordinance No. 26-613 Accepting a Dedication of Right-of-Way on Chenowith Loop Road for Public Street Purposes
- B. Authorization of Annual Amendment to Wastewater Treatment Plant Operations Contract Amendment No. 3

## **12. EXECUTIVE SESSION**

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

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

## **13. ADJOURNMENT**

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Prepared by/ Amie Ell, City Clerk



## AGENDA STAFF REPORT

### AGENDA ITEM #9 A-E

MEETING DATE: June 22, 2026  
TO: Honorable Mayor and City Council  
FROM: Amie Ell, City Clerk  
SUBJECT: Approving Consent Agenda items and authorizing execution of associated contract documents by City staff.

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**A. ITEM:** Approval of Regular City Council Meeting Minutes for June 8, 2026

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The minutes of the June 8, 2026, Regular City Council meeting have been submitted for review and approval.

**RECOMMENDATION:** Approve the minutes of the June 8, 2026, Regular City Council meeting.

**B. ITEM:** Professional Services Agreement with Jacobs Engineering Group Inc. for *The Dalles SCADA System Upgrade Phase 2 – Water Distribution and Wastewater Collection System Project*

**BUDGET IMPLICATIONS:** The proposed agreement is time-and-materials with a not-to-exceed amount of \$242,757. The not-to-exceed amount includes \$209,151 in labor, \$7,879 in expenses/materials, \$25,727 in subconsultant costs, and an owner-managed contingency of \$15,000. Funding will be from the Water Capital Reserve fund and Wastewater Special Reserve fund / Capital Projects budget, account(s) 053-5300-000.75-10 and 056-5600-000.75-10. Work extending into future fiscal years remains subject to adopted budget authority.

**SYNOPSIS:** The City's water distribution and wastewater collection SCADA systems support key utility operations, including drinking water distribution, sewer collection, and dewatering wells used for slope stabilization. Much of the existing control, communications, and operational technology equipment is obsolete or difficult to support, creating reliability, cybersecurity, and long-term maintenance concerns.

The proposed agreement with Jacobs Engineering Group Inc. (**Jacobs**) would begin Phase 2 of the City's SCADA modernization program. *Phase 1*, completed at the Wicks Water Treatment Plant, established the City's new SCADA server and Ignition platform

foundation. Phase 2 will use that foundation to evaluate and plan upgrades for the City's water distribution and wastewater collection facilities.

Under this agreement, Jacobs will complete the *Project Definition Phase*, including site evaluations, communications review, planning workshops, facility-specific upgrade recommendations, a Project Definition Report, a budgetary cost estimate, and a high-level implementation schedule. The agreement also includes limited early integration work for the Riverside Water Facility and Riverview Lift Station.

Staff recommends approval as a professional-services continuation under ORS 279C.115(2), ORS 279C.120, and the City's 2026 *Local Contract Review Board Rules*. Jacobs' continued involvement is recommended because of its direct knowledge of the City's Phase 1 SCADA foundation, system architecture, and Ignition standards.

**RECOMMENDATION:** Move to approve the Professional Services Agreement with Jacobs Engineering Group Inc. for *The Dalles SCADA System Upgrade Phase 2 – Water Distribution and Wastewater Collection System Project* in an amount not to exceed \$242,757 and authorize the City Manager to execute the agreement, subject to final City Attorney approval as to form.

**C. ITEM:** Professional Services Agreement with Jacobs Engineering Group Inc. for *The Dalles WWTP SCADA and Operational Technology System Upgrade Project*

**BUDGET IMPLICATIONS:** The proposed agreement is time-and-materials with a not-to-exceed amount of \$676,597. The not-to-exceed amount includes labor, reimbursable expenses, approved subconsultant costs, SCADA software, OT hardware, OT software, materials, taxes, shipping, and markups. Funding will be from the Sewer Plant Construction/Debt Service Fund / Capital Projects budget, account 057-5700-000.75-10. Work extending into future fiscal years remains subject to adopted budget authority.

**SYNOPSIS:** The Wastewater Treatment Plant SCADA and Operational Technology systems support critical plant monitoring, alarms, reporting, control functions, and system reliability. The City recently completed a smaller WWTP SCADA workstation and software upgrade with Jacobs Engineering Group Inc. (**Jacobs**) to bring the existing computers and software to supportable levels. The proposed agreement is the next larger phase of that WWTP SCADA modernization effort.

Under this agreement, Jacobs will provide professional engineering and technical services to modernize the WWTP SCADA and OT systems. The work includes project definition, engineering design and technical package preparation, replacement of the existing Wonderware HMI with Ignition, alarm dialer replacement, historian and reporting upgrades, OT hardware/software configuration and deployment, construction-support coordination, and related software/hardware procurement support.

The City will separately procure and contract for the electrician or electrical contractor needed for installation and construction work. Jacobs will not perform construction or electrical installation work under this agreement.

Staff recommends approval as a professional-services continuation under ORS 279C.115(2), ORS 279C.120, and the City's 2026 *Local Contract Review Board Rules*. The earlier contract supporting continuation is the September 3, 2024, *Jacobs WWTP SCADA Software and Hardware Upgrade Agreement*. Jacobs' continued involvement is recommended because of its direct knowledge of the WWTP SCADA environment, the prior workstation/software upgrade, the existing system architecture, and the technical assumptions for this next phase.

Staff also determines that the proposed compensation is fair and reasonable based on the detailed level-of-effort estimate, task breakdown, hourly rates, software and hardware allowances, materials, expenses, and negotiated not-to-exceed amount.

**RECOMMENDATION:** Move to approve the Professional Services Agreement with Jacobs Engineering Group Inc. for *The Dalles WWTP SCADA and Operational Technology System Upgrade Project* in an amount not to exceed \$676,597 and authorize the City Manager to execute the agreement subject to final City Attorney approval as to form.

**D. ITEM:** Resolution No. 26-024 Concurring with the Mayor's Appointments to the Museum Commission and Library Board

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The Mayor reviewed the applications, met with the applicants, and recommended the appointment of John Adams to the Museum Commission and Kim Morgan to the Library Board.

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

**E. ITEM:** Resolution No 26.-025 Assessing Real Property Located at 1290 West 8th Street the Cost of Nuisance Abatement

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

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

**RECOMMENDATION:** Approve Resolution No. 26-025 assessing real property for the cost of abatement.



## THE DALLES CITY COUNCIL MEETING MINUTES

June 8, 2026 at 5:30 p.m.

CITY HALL · COUNCIL CHAMBER · 313 COURT STREET  
IN PERSON & VIA ZOOM

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**PRESIDING:** Mayor Richard Mays

**COUNCIL PRESENT:** Timothy McGlothlin, Scott Randall, Ben Wring, Rod Runyon

**COUNCIL ABSENT:** Dan Richardson

**STAFF PRESENT:** City Manger Matthew Klebes, City Attorney Jonathan Kara, City Clerk Amie Ell, Finance Director Brita Meyer, Public Works Director Dale McCabe, Deputy Public Works Director David Mills, Police Chief Tom Worthy

### **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. Councilors McGlothlin, Randall, Runyon, and Wring present, Richardson absent, Mayor Mays present.

### **PLEDGE OF ALLEGIANCE**

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

### **APPROVAL OF AGENDA**

Mayor Mays noted the removal of executive session under ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations and removal of item #5A Recognition of The Dalles Robotics Team.

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

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

### **PRESENTATIONS/PROCLAMATIONS**

Proclaiming July 4, 2026, as a Celebration of America's 250<sup>th</sup> Anniversary



Chelsea Perritt, Wasco County Veterans Service Officer, provided remarks regarding the 250th anniversary of the founding of the United States and encouraged reflection on the principles of liberty, self-government, and the rule of law.

Mayor Mays read a proclamation declaring July 4, 2026, as a Celebration of America's 250th Anniversary in The Dalles.

### **AUDIENCE PARTICIPATION**

Bob Kenyon, resident of The Dalles, recognized Jonathan Zilka and festival volunteers for their efforts organizing the second annual Grand Dalles Music Festival. He reported the event was well attended and said participation at the Granada Theater and City Park exceeded the previous year. Kenyon credited Zilka's relationships within the music community for helping attract talented musicians to The Dalles and expressed hope the festival would continue as an annual event.

Debbie Ferrer, on behalf of the Beautification and Tree Committee, provided an update regarding downtown beautification grants and the opening of the residential tree grant program. Ferrer reported ten downtown beautification grants had been awarded and applications were being accepted for the residential tree grant program through August 1.

Yvonne Pepin-Wakefield reported concerns regarding impacts from the Webber Street closure on business activity during the Gorge Artists Open Studio Tour. She also raised concerns regarding vegetation encroaching into the roadway near Columbia Street and Klindt Drive and blowing dust affecting users of the Riverfront Trail

### **CITY MANAGER REPORT**

- Rescheduling of the Wastewater Master Plan work session to July due to scheduling conflicts.
- The City hosted Governor Kotek's North Central Regional Solutions Team.
  - Discussions focused on regional water challenges and opportunities.
  - The visit included a tour of the Wicks Water Treatment Plant with State agency representatives and Regional Solutions staff.
- Upcoming meeting with incoming Chamber Chief Executive Officer Lynn Cox to discuss priorities and maintain coordination between the City and Chamber.
- Attended a meeting of the League of Oregon Cities Finance and Taxation Policy Committee. Developing policy recommendations and potential legislative priorities related to prevailing wage requirements, alcohol tax revenue sharing, and 9-1-1 revenue sharing for consideration during the next legislative cycle.
- Dog licensing requirements would become effective July 1.
  - The City's new DocuPet licensing platform launched the previous week.
  - As of the meeting date, 82 dog registrations had been completed.
  - Additional information would continue to be shared through utility bill inserts, the City website, and social media.
- The City officially launched its new branding and logo.
  - Council members would receive instructions for updating email signatures to reflect the new visual identity.



- He thanked staff members from multiple departments who participated in the branding process.
- Candidate filing packets for upcoming Council positions were available.
  - Election information and filing materials were available on the City's website.
- Klebes and Ell attended the graduation ceremony for Executive Assistant Abigail Jara, who completed the Northwest Women's Leadership Academy program.
- The City's partnership with The Dalles Art Center received a \$28,000 National Endowment for the Arts grant.
  - Additional project funding included approximately \$30,000 from the Oregon Cultural Trust and \$25,000 from Google.
  - The project will replace the faded roundabout murals through a partnership with Columbia Gorge Community College's welding and Skill Center programs..
- Construction activities continued on the Federal Street Plaza Project.
- The First Street Streetscaping Project change order approved by Council had been finalized.
  - Staff continued coordinating with archaeologists and evaluating potential sewer replacement work that could be completed as part of the project.
- The Westside Interceptor Project remained on schedule, with Weber Street anticipated to reopen June 26.
- East 10th Street resurfacing work was scheduled for June 17.
- Staff continued working with the contractor to complete remaining repair and closeout work associated with the Sixth Street project.

### **CITY COUNCIL REPORTS**

Councilor Runyon reported;

- Toured the Wicks Water Treatment Plant with McGlothlin. Was given an overview of how source water is collected, treated, stored, and distributed throughout the City. Said the tour provided a better understanding of the operation and complexity of the City's water system.

Councilor Randall reported;

- Attended the Local Public Safety Coordinating Committee (LPSCC) meeting.
  - Received a briefing from Wasco County District Attorney Cara Davis regarding current public safety and criminal justice matters.
- Participated in a meeting of the League of Oregon Cities Water and Wastewater Policy Advisory Committee.
  - Reviewed and finalized legislative policy priorities for the upcoming legislative cycle.
- Planned to attend the Household Hazardous Waste and Recycling Steering Committee meeting later in the week.

Councilor Wring reported;

- Did not attend meetings during the reporting period due to a death in the family.

Mayor Mays expressed condolences on behalf of the Council.





Councilor McGlothlin reported;

- Visited downtown to observe ongoing restoration and improvement efforts.
  - Recognized Shayna Newsome for volunteer work supporting downtown beautification and restoration projects, noting efforts to preserve historic features.
- Toured the Wicks Water Treatment Plant with Runyon.
  - Said he had been researching the City's water system and wanted a firsthand understanding of how water moves from mountain sources through treatment, storage, and distribution.

Mayor Mays reported;

- Presented updates regarding City projects and activities to the Rotary Club.
- Participated in a Chamber Community Affairs Committee meeting.
- Attended a Community Outreach Team meeting.
- Attended a Kiwanis Club meeting.
- Noted former Public Works Director Dave Anderson provided a presentation regarding the City's water system.
- Met with Katie Linkhouse, regional representative for Senator Jeff Merkley.
- Attended the Beautification and Tree Committee's Yard of the Month recognition.
  - Recognized Allison and Joel Lira for their property on Scenic Drive.

### **CONSENT AGENDA**

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

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

Items approved on the consent agenda were:

- A) Approval of the May 26, 2026 Special City Council Meeting Minutes
- B) Authorization of Expenditures for Contract No. 2026-008: Electrical Improvements (Water System Emergency Generators)
- C) Approval of Master Lease Agreement with Columbia Gorge Community College for the Aviation Maintenance Training Hangar at Columbia Gorge Regional Airport

### **ACTION ITEMS**

Resolution No. 26-020 Establishing the Service Continuity Reserve Fund under ORS 294.346 and Providing for its Purpose, Funding, Use, and Review

Finance Director Brita Meyer reviewed the staff report and explained the proposed reserve fund would provide financial stability during periods of revenue shortfall, unexpected expenditures, or changing economic conditions.

It was moved by Wring and seconded by McGlothlin to adopt Resolution No. 26-020 establishing the Service Continuity Reserve Fund under ORS 294.346 and providing for its



purpose, funding, use, and review.

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

### **PUBLIC HEARINGS**

#### **Resolution No. 26-021 Declaring the City of The Dalles' Election to Receive State Revenues for Fiscal Year 2026-2027**

Mayor Mays announced the Public Hearing and read the rules.

The public hearing opened at 6:04 p.m.

Mayor Mays called for the staff report.

Finance Director Brita Meyer reviewed the staff report and explained State law requires local governments to adopt a resolution electing to receive State revenue sharing funds annually.

Mayor Mays asked if anyone in support of, in opposition to, or in any other way directly related to the proposed use of State shared revenues wished to testify.

There were none.

Mayor Mays closed the public hearing at 6:06 p.m.

It was moved by McGlothlin and seconded by Randall to adopt Resolution No. 26-021 declaring the City of The Dalles' election to receive State revenues for Fiscal Year 2026-2027.

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

#### **Resolution No. 26-022 Adopting the Fiscal Year 2026-27 Budget for the City of The Dalles, Making Appropriations, Authorizing Expenditures, Levying Taxes, and Authorizing the City Manager to Take Such Action as Necessary to Carry Out the Adopted Budget**

Mayor Mays announced the Public Hearing and read the rules.

The public hearing opened at 6:08 p.m.

Mayor Mays called for the staff report.

Finance Director Brita Meyer reviewed the staff report and explained the proposed budget remained substantially unchanged from the budget approved by the Budget Committee, with the exception of a grant adjustment increasing Water Capital Reserve Fund revenues and expenditures by \$146,187.

Mayor Mays asked if anyone in support of, in opposition to, or in any other way directly related to the proposed Fiscal Year 2026-27 budget wished to testify.



There were none.

Mayor Mays closed the public hearing at 6:11 p.m.

It was moved by Wring and seconded by Randall to adopt Resolution No. 26-022 adopting the Fiscal Year 2026-27 Budget, making appropriations, authorizing expenditures, levying taxes, and authorizing the City Manager to take such action as necessary to carry out the adopted budget.

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

### **EXECUTIVE SESSION**

In accordance with ORS 192.660(2)(i) to review and evaluate the employment related performance of the chief executive officer, or contract employee who does not request an open hearing.

Mayor Mays recessed Open Session at 6:15 p.m.

Mayor Mays reconvened to Open Session at 8:45 p.m.

Council discussed salary adjustments for the City Manager and City Attorney. Mayor Mays recommended a 2.7% cost-of-living adjustment, a 3.0% step increase, and a 2.5% merit increase for a total adjustment of 8.2%.

It was moved by Randall and seconded by Wring to award an 8.2% salary increase, inclusive of cost-of-living and merit adjustments, to the City Manager and City Attorney effective on their respective anniversary dates.

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

### **ADJOURNMENT**

Being no further business, Mayor Mays adjourned the meeting at 8:50 p.m.

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Prepared by/ Amie Ell, City Clerk

**PROFESSIONAL SERVICES AGREEMENT**

<b>Contractor</b>	<b>Jacobs Engineering Group Inc.</b>
<b>Consideration</b>	<b>\$242,757.00</b> (inclusive of all Contractor charges for the Work, including all labor, reimbursable expenses, approved subconsultant costs, CBRS testing equipment and related testing materials procured through Contractor, owner-managed contingency, taxes, shipping, markups, and all other Contractor charges)
<b>Effective Date</b>	June 23, 2026
<b>Completion Date</b>	September 30, 2026
<b>Project/Services</b>	<i>The Dalles SCADA System Upgrade Phase 2 – Water Distribution and Wastewater Collection System – Project Definition, RF/CBRS communications evaluation, Riverside/Riverview early integration, and related professional and technical services</i>

This PROFESSIONAL SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and Jacobs Engineering Group Inc., a Delaware business corporation (**Contractor**), for Contractor’s provision of professional engineering and technical services to support the City’s *The Dalles SCADA System Upgrade Phase 2 - Water Distribution and Wastewater Collection System* Project Definition and Early Integration.

**WHEREAS**, the City requires professional engineering and technical services to support the Project Definition Phase, RF/CBRS communications evaluation, and early integration work for the City’s Water Distribution and Wastewater Collection System SCADA and Operational Technology systems;

**WHEREAS**, Contractor previously performed engineering services for the City’s SCADA System Upgrade Phase 1 Project at the Wicks Water Treatment Plant, which established SCADA servers, thin-client workstations, and the Ignition platform foundation for this Phase 2 Water Distribution and Wastewater Collection System work;

**WHEREAS**, the City will separately procure and contract for any certified tower crew, electrical contractor, construction, installation, full implementation, or other public improvement or public works work required for the Project, unless otherwise authorized by a written amendment that includes all legally required terms;

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

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

**A. Contractor’s Duties**

1. Scope of Work. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, and approved



subconsultants necessary to perform the services described in Contractor's May 11, 2026, *Scope of Work for City of The Dalles SCADA System Upgrade Phase 2 - Water Distribution and Wastewater Collection System and Attachment A - Level of Effort Estimate*, attached to and made part of this Agreement as its **Exhibit A (Work)**.

**Exhibit A** is incorporated only to describe the current Project Definition Phase, early Riverside Water Facility SCADA integration, early Riverview Lift Station SCADA integration, authorized owner-managed contingency, deliverables, assumptions, billing rates, reimbursable expenses, authorized subconsultant costs, authorized testing materials, schedule concepts, and compensation basis for the Work. This Agreement controls over **Exhibit A**. No legal terms or conditions in **Exhibit A** are incorporated, including any indemnity, limitation of liability, disclaimer, warranty disclaimer, third-party-license obligation, cybersecurity risk allocation, entitlement to additional compensation, procurement-method label, or schedule term, unless that term is expressly stated in this Agreement or in a written amendment executed by the City's authorized signatory. Contractor shall perform all subordinate tasks not explicitly referenced in **Exhibit A** but necessary to fully and effectively perform the tasks specifically listed in **Exhibit A**, subject to this Agreement's not-to-exceed amount unless authorized by written amendment executed by the City's authorized signatory.

2. Standard of Care. Contractor shall perform the Work with the degree of skill and diligence normally employed by qualified consultants performing the same or similar services in Oregon at the time of performance. Contractor shall use Oregon-licensed professionals for engineering services to the extent required by ORS Chapter 672 and applicable licensing rules. Contractor shall promptly correct or re-perform, without additional compensation, any Work not meeting this standard of care.
3. Examination. Contractor represents it has reasonably familiarized itself with the Project, the site conditions relevant to the Work, Contractor's proposal, and the requirements applicable to Contractor's performance. Contractor's failure to reasonably familiarize itself with the Work shall not relieve Contractor of its obligation to complete the Work for the compensation stated in this Agreement or entitle Contractor to a price adjustment.
4. Insurance and Indemnity.
  - a. **Insurance**. Contractor shall maintain during the Agreement term, and for not less than 3 years after final completion for claims-made coverages, the following insurance: **(i) Workers' Compensation** coverage as required by Oregon law; **(ii) Employer's Liability** insurance not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee; **(iii) Commercial General Liability** insurance not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; **(iv) Commercial Automobile Liability** insurance covering owned, hired, and non-owned vehicles with limits not less than \$1,000,000 combined single limit; **(v) Professional Liability** insurance not less than \$2,000,000 per claim and aggregate; and **(vi) Technology Errors and Omissions/Cyber Liability** insurance not less than \$2,000,000 per claim and aggregate covering technology services errors and omissions, network security,



privacy liability, unauthorized access, data breach, malicious code, and incident response costs. Claims-made policies shall have a retroactive date no later than the Effective Date. Contractor shall provide certificates of insurance before commencing Work. Except for Workers' Compensation and Professional Liability, Contractor shall name the City as an additional insured where commercially available. Contractor's coverage shall be primary and noncontributory to any City insurance or self-insurance where commercially available.

- b. ***Indemnity.*** To the fullest extent permitted by Oregon law, including ORS 30.140 to the extent applicable, Contractor shall indemnify, defend, and hold harmless the City and its officers, agents, and employees against all liability, loss, damages, and costs, including reasonable attorney fees, arising from actions, suits, claims, or demands to the extent caused by the negligent acts or omissions, willful misconduct, breach of this Agreement, or violation of law by Contractor or Contractor's officers, agents, employees, subconsultants, subcontractors, suppliers, or anyone for whom Contractor is legally responsible. This obligation does not require Contractor to indemnify or defend the City for the City's own negligence or fault beyond the extent permitted by Oregon law, and any duty to defend shall be interpreted consistently with ORS 30.140 to the extent applicable.

## 5. Payments.

- a. ***Prompt Payment.*** Contractor shall promptly pay as due all persons supplying labor or materials for the Work. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor, including by subconsultants, the City may pay such claim and charge the amount against funds due or to become due to Contractor.
- b. ***Industrial Accident Fund.*** Contractor agrees to pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Agreement.
- c. ***Labor Hours.*** Contractor shall pay all employees at least time-and-one-half pay for overtime worked in excess of forty (40) hours in one work week, except for excluded individuals under ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
- d. ***Medical Care.*** Contractor shall promptly pay as due all persons furnishing medical, surgical, hospital care, or other care incident to sickness or injury to Contractor's employees, and all sums Contractor collected or deducted from employee wages for that purpose.
- e. ***No Liens.*** Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
- f. ***Employee Withholdings.*** Contractor shall pay to the Oregon Department of Revenue all sums withheld from its employees under ORS 316.167.



## B. City's Duties

1. Compensation. The City shall compensate Contractor for the Work on a time-and-materials basis in an amount **not to exceed \$242,757.00**. The not-to-exceed amount includes all labor, expenses, approved subconsultant costs, travel, deliverable preparation, coordination, CBRS testing equipment and related testing materials procured through Contractor, shipping, taxes, all markups, and the owner-managed contingency. Contractor's domestic staff labor shall be billed at the rates stated in **Exhibit A**, Jacobs GID staff shall be billed at **\$140 per hour**, approved subconsultants shall be billed at **actual cost plus 10%**, materials shall be billed at **actual cost plus 10%**, and all other expenses shall be billed at **actual cost**, all subject to the not-to-exceed amount. Contractor is not entitled to additional compensation, including for schedule extension, escalation, assumptions later determined to be inaccurate, or work not fully defined in **Exhibit A**, unless authorized by written amendment executed by the City's authorized signatory. Contractor's completed Form W-9 is a condition precedent to the City's payment obligations.
2. Invoices. Contractor may invoice no more frequently than monthly and shall include sufficient detail to substantiate the charges, including labor category, hours, rates, expenses, completed tasks, percent of task completion, and remaining budget by task. For subconsultant work, CBRS testing equipment, and related testing materials, Contractor shall include the City's written purchase authorization, supplier quote, supplier invoice or receipt, item description, actual cost, markup, shipping, taxes, delivery status, and warranty or license information applicable to the item. Contractor shall separately identify any charges against the owner-managed contingency and attach the City's written authorization for the contingency work. Payment shall be net 30 days after the City receives and approves a proper invoice. The City may withhold disputed, unsupported, premature, defective, or incomplete charges. Payment is not acceptance or approval of defective or incomplete Work.
3. Public Budgeting. The City certifies sufficient funds are available and authorized for expenditure during the current fiscal year to the extent required by Oregon law. Appropriations for future fiscal years are subject to budget approval by the City Council. Nothing in this Agreement obligates the City to expend funds that are not lawfully appropriated or otherwise legally available.

## C. Special Conditions

1. Acceptance. Contractor shall notify the City in writing when Contractor believes the Work, or any separately identified deliverable, early integration task, testing material, or equipment item, is complete and ready for review. The City may review, test, inspect, and either accept the Work or notify Contractor of defects, deficiencies, incomplete items, missing documentation, failed testing, or remaining performance necessary to complete the Work. Final acceptance occurs only when the City determines in writing that the Work has been satisfactorily completed. City review, testing, beneficial use, payment, or operation of any system component is not final acceptance and does not waive defects, warranty rights, or Contractor's correction obligations. City acceptance of the Project Definition Report does not authorize final



design, construction, full system integration, commissioning, or any later project phase unless authorized by written amendment.

2. Work Product. **Work Product** means all writings and materials, in any form or medium, that Contractor or its subconsultants create, prepare, obtain, configure, or compile specifically for the City in performing the Work, including reports, correspondence, notes, field data, photographs, site evaluation records, PLC panel concept layouts, I/O lists, tag lists, HMI graphics, SCADA software configuration files, PLC and HMI programming files modified under the Work, RF/CBRS testing data, communications alternatives analyses, budgetary cost estimates, implementation plans, schedule concepts, workshop agendas and meeting notes, draft Project Definition Report, final Project Definition Report, and record documentation. Upon payment, the City owns the Work Product to the extent assignable. Contractor retains ownership of preexisting materials, standard details, templates, software objects, methods, know-how, and internal tools, but grants the City a perpetual, irrevocable, royalty-free license to use, operate, maintain, repair, modify, and replace those materials as incorporated in or necessary to use the Work Product and the City's SCADA/OT systems for City purposes. Contractor shall provide final deliverables in native and PDF formats except to the extent a third-party license approved by the City prohibits delivery of a native file.
3. Records. Contractor shall maintain complete and accurate books, documents, and records sufficient to substantiate Contractor's performance and invoices under this Agreement, including labor records, expense records, subconsultant records, supplier quotes, supplier invoices, purchase authorizations, CBRS testing equipment and material delivery records, warranty records, license/support information, testing records, contingency authorization records, and correction records. Contractor shall retain such records for at least 6 years after the Completion Date, or longer if required by law or if any audit, claim, litigation, public records request, insurance matter, or dispute is pending. Contractor shall provide copies of such records upon the City's reasonable request.
4. No Final Design or Construction Work. The Parties intend this Agreement to cover the Project Definition Phase, early Riverside Water Facility SCADA integration, early Riverview Lift Station SCADA integration, authorized owner-managed contingency work, and related professional and technical services only. This Agreement does not include final design, biddable construction documents, construction, electrical installation, tower climbing, tower installation, construction management, commissioning, or full system implementation except to the limited extent expressly included in **Exhibit A** for early integration. Contractor shall not perform construction, alteration, repair, electrical installation, tower work, or other public improvement or public works work under this Agreement unless the City authorizes that work by written amendment and the amendment includes all legally required licensing, procurement, public works, prevailing wage, bond, insurance, and contract provisions.
5. Future Design Phase. Final design is expected to proceed only under a future written amendment or separate agreement. The City has no obligation under this Agreement



to proceed with final design, construction, full system integration, commissioning, or any later phase of the *SCADA System Upgrade Phase 2* project. Any future amendment must be within lawful amendment authority and approved by the City's authorized signatory, and by the City Council if required by the City's *Local Contract Review Board Rules*.

6. City-Contracted Tower Crew. The City will separately contract for any certified tower crew required to install, adjust, remove, or otherwise handle CBRS test equipment or other communications equipment on towers or elevated structures. Contractor may coordinate technical testing with the City and the City's tower crew, but Contractor has no authority to direct changes to the City's tower-crew contract, authorize payment to the tower crew, waive City rights, accept the tower crew's work on the City's behalf, or direct tower work. Any direction to the City's tower crew must come from the City's Project Manager or other City-authorized contract administrator.
7. RF/CBRS Testing and Communications Compliance. Contractor shall coordinate RF/CBRS testing and related communications evaluation in compliance with applicable federal, Oregon, Washington, and local laws, rules, site-access requirements, FCC requirements, and City instructions. Contractor shall not modify City-licensed frequencies, use City-licensed frequencies, activate or materially change communications equipment, alter antennas, alter coaxial cables, or connect equipment to City SCADA/OT systems except as approved by the City in writing. Contractor shall provide the City with all RF/CBRS testing data, assumptions, equipment lists, configuration information, and limitations necessary for the City to evaluate the communications alternatives and future implementation.
8. Third-Party Terms. Contractor shall not order CBRS testing equipment, software, hardware, or other materials unless the City gives prior written authorization for the specific quote, item, amount, vendor, and applicable markup. Contractor shall provide current supplier quotes and any third-party license, subscription, maintenance, support, warranty, or hosted-service terms before requesting authorization. Contractor may not accept or bind the City to third-party terms that require City indemnity, limit City rights, impose confidentiality or security obligations, create auto-renewal or recurring charges, select non-Oregon law or venue, or otherwise materially affect the City unless the City has approved those terms in writing. Title to hardware and materials purchased for the City shall pass to the City upon City payment, free and clear of liens and claims, subject to any City-approved third-party license terms for software and intangible rights. Contractor bears risk of loss or damage until the item is delivered to the City or another City-approved location and accepted by the City. Contractor shall pass through manufacturer, supplier, license, maintenance, and support warranties and rights to the City to the extent transferable.
9. Owner-Managed Contingency. The owner-managed contingency is included within the not-to-exceed amount and may be used only for unanticipated work that is reasonably related to the Work and authorized in writing by the City's Project Manager or the City Manager's written designee before Contractor performs the contingency work. The written authorization must identify the scope, estimated



hours, rates, expenses, subconsultants, materials, and maximum amount authorized. The owner-managed contingency may not be used to materially expand the Work, authorize final design, authorize construction, or increase the not-to-exceed amount without a written amendment executed by the City's authorized signatory.

10. Cybersecurity. Contractor shall coordinate all remote access, accounts, credentials, firewall changes, network connections, software installation, data transfer, and OT/SCADA security practices with the City's designated IT/OT personnel. Contractor shall use commercially reasonable administrative, technical, and physical safeguards appropriate for SCADA/OT work; protect credentials; avoid default or shared passwords; use secure remote access methods approved by the City; avoid unapproved cloud storage or transfer of City SCADA/OT information; and promptly remove or disable Contractor access when no longer needed. Contractor shall notify the City within 24 hours after Contractor becomes aware of any actual or suspected unauthorized access, compromise, credential exposure, malware, data loss, data corruption, or other security incident involving the Work, Contractor's access, Contractor's systems used for the Work, or City SCADA/OT information. Contractor is responsible for security failures, data loss, data corruption, unauthorized access, and related claims to the extent caused by Contractor's negligence, willful misconduct, breach of this Agreement, or failure to comply with City-approved security requirements. The City does not indemnify Contractor for cybersecurity, data, or system claims. Contractor shall treat nonpublic SCADA/OT architecture, credentials, vulnerabilities, network diagrams, communications paths, RF/CBRS testing information, security procedures, and related information as security-sensitive and shall not disclose such information except as necessary to perform the Work or as required by law.

#### **D. General Conditions**

1. Time. Time is of the essence. Contractor shall not begin the Work before the Effective Date and the City's written notice to proceed unless the City expressly authorizes limited pre-notice work in writing after execution. Contractor shall complete the Work on or before the Completion Date. Within ten (10) days after the City's notice to proceed, Contractor shall provide an updated milestone schedule that aligns Exhibit A with the actual Effective Date and notice-to-proceed date. Exhibit A schedule assumptions, including the assumed four-month project duration, do not authorize retroactive Work, payment, or additional compensation.
2. Termination. This Agreement expires upon full performance or on the Completion Date, whichever first occurs, unless sooner terminated or amended. The City may terminate this Agreement with seven (7) days' written notice and Contractor may terminate with thirty (30) days' written notice. The City shall compensate Contractor for approved Work performed through the termination date and for City-authorized, non-cancellable testing equipment, materials, or supplier charges actually incurred before the termination date, subject to the not-to-exceed amount and Contractor's duty to mitigate, document, and support all charges. Contractor shall not incur new costs after receiving notice of termination except as reasonably necessary to wind down the Work or as authorized by the City in writing.



3. Tax Currency. Contractor certifies under penalty of perjury that Contractor is, to the best of Contractor's knowledge, not in violation of any tax laws described in ORS 305.380(4), as required by ORS 305.385.
4. Full Integration/Modification. This Agreement contains the Parties' entire understanding and supersedes all prior negotiations, representations, or agreements on this matter. This Agreement may be modified only by a written instrument executed by the Parties. If this Agreement conflicts with **Exhibit A**, this Agreement controls. If an amendment conflicts with this Agreement or **Exhibit A**, the later-executed amendment controls only to the extent of the express conflict. No purchase order, invoice, supplier term, click-through term, quotation, proposal term, license term, support term, website term, or other document modifies this Agreement unless expressly approved in a written amendment executed by the City's authorized signatory.
5. Independent Contractor. Contractor is an independent contractor under ORS 670.600. Nothing in this Agreement creates an employer-employee relationship. Contractor controls the manner and means of performing the Work, subject to the City's right to require compliance with this Agreement.
6. Contractor's Authority. Contractor has no authority to bind the City, approve changes to any City contract, accept work on the City's behalf, waive City rights, authorize payment, make final determinations regarding City contract compliance, claims, disputes, or interpretation, authorize or approve changes to any City tower-crew, electrical, construction, or later-phase implementation contract, or bind the City to material purchases, third-party licenses, supplier terms, support plans, subscriptions, cloud services, recurring fees, or other obligations unless the City expressly delegates a specific authority in writing.
7. Assignment/Delegation. No Party may assign or transfer an interest or duty under this Agreement without the other Party's written consent. Any attempted assignment without written consent is invalid.
8. Subconsultants. Contractor shall not retain any subconsultant or subcontractor to perform any portion of the Work unless the City approves the subconsultant or subcontractor in writing, which approval may be by email. The City approves **VALL Technologies Inc.** as a subconsultant solely for the RF/CBRS field-validation work described in **Exhibit A**, subject to Contractor providing insurance and compliance documentation reasonably requested by the City. Contractor is responsible for the acts and omissions of its subconsultants and subcontractors as if they were Contractor's own acts and omissions. Contractor shall require all approved subconsultants and subcontractors to comply with the confidentiality, cybersecurity, insurance, records, licensing, and Work Product requirements applicable to their work. Nothing in this Agreement creates contractual privity between the City and any subconsultant or subcontractor.



9. **Enforceability.** All disputes connected with this Agreement shall be heard in the Circuit Court of the State of Oregon for Wasco County, and this Agreement shall be construed under Oregon law. If any provision is held invalid or unenforceable, the remaining provisions remain valid and binding.
10. **Waiver.** A Party's failure to insist on strict adherence to a provision of this Agreement on any occasion is not a waiver of that Party's rights.
11. **Notices.** All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

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

*To Contractor:*                      Brady Fuller  
    Jacobs Engineering Group Inc.  
    2020 S.W. Fourth Ave, 3<sup>rd</sup> Floor  
    Portland, OR 97201

**IN WITNESS WHEREOF**, the Parties duly execute this **PROFESSIONAL SERVICES AGREEMENT** this \_\_\_\_ day of June, 2026.

**CITY OF THE DALLES**

**CONTRACTOR**

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

\_\_\_\_\_  
 Brady Fuller, Client Account Manager

*ATTEST:*

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

**Approved as to form:**

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



**PROFESSIONAL SERVICES AGREEMENT**

<b>Contractor</b>	<b>Jacobs Engineering Group Inc.</b>
<b>Consideration</b>	<b>\$676,597.00</b> (inclusive of all Contractor charges for the Work, including all reimbursable expenses and any subcontractor or subconsultant costs)
<b>Effective Date</b>	June 23, 2026
<b>Completion Date</b>	September 1, 2027
<b>Project/Services</b>	<i>The Dalles WWTP SCADA &amp; OT System Upgrade</i> – Professional engineering, SCADA software programming, OT system configuration and deployment, construction-support coordination, and major material procurement services

This PROFESSIONAL SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and Jacobs Engineering Group Inc., a Delaware business corporation (**Contractor**), for Contractor’s provision of professional engineering, SCADA software, operational technology, construction-support coordination, and related material procurement services for the City’s *The Dalles Wastewater Treatment Plant SCADA and Operational Technology System Upgrade Project*.

**WHEREAS**, the City requires professional engineering, SCADA software, operational technology, construction-support coordination, and related material procurement services to upgrade the City’s Wastewater Treatment Plant SCADA and Operational Technology systems; and

**WHEREAS**, the City will separately procure and contract for any electrician, electrical contractor, construction, or installation work required for the Project, and Contractor will not perform construction or electrical installation work under this Agreement except as expressly authorized by a written amendment that includes all legally required terms;

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

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

**A. Contractor’s Duties**

1. Scope of Work. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, and approved subconsultants necessary to perform the services described in Contractor’s April 24, 2026, *Scope of Work for The Dalles WWTP SCADA & OT System Upgrade and Attachment A - Level of Effort Estimate*, attached to and made part of this Agreement as its **Exhibit A (Work)**. **Exhibit A** is incorporated only to describe the scope, deliverables, assumptions, billing rates, reimbursable expenses, authorized material categories, schedule concepts, and compensation basis for the Work. This



Agreement controls over **Exhibit A**. No legal terms or conditions in **Exhibit A** are incorporated, including any indemnity, limitation of liability, disclaimer, warranty disclaimer, third-party-license obligation, cybersecurity risk allocation, entitlement to additional compensation, procurement-method label, or schedule term, unless that term is expressly stated in this Agreement or in a written amendment executed by the City's authorized signatory. Contractor shall perform all subordinate tasks not explicitly referenced in **Exhibit A** but necessary to fully and effectively perform the tasks specifically listed in **Exhibit A**, subject to this Agreement's not-to-exceed amount unless authorized by written amendment executed by the City's authorized signatory.

2. Standard of Care. Contractor shall perform the Work with the degree of skill and diligence normally employed by qualified consultants performing the same or similar services in Oregon at the time of performance. Contractor shall use Oregon-licensed professionals for engineering services to the extent required by ORS Chapter 672 and applicable licensing rules. Contractor shall promptly correct or re-perform, without additional compensation, any Work not meeting this standard of care.
3. Examination. Contractor represents it has reasonably familiarized itself with the Project, the site conditions relevant to the Work, Contractor's proposal, and the requirements applicable to Contractor's performance. Contractor's failure to reasonably familiarize itself with the Work shall not relieve Contractor of its obligation to complete the Work for the compensation stated in this Agreement or entitle Contractor to a price adjustment.
4. Insurance and Indemnity.
  - a. **Insurance**. Contractor shall maintain during the Agreement term, and for not less than 3 years after final completion for claims-made coverages, the following insurance: **(i) Workers' Compensation** coverage as required by Oregon law; **(ii) Employer's Liability** insurance not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee; **(iii) Commercial General Liability** insurance not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; **(iv) Commercial Automobile Liability** insurance covering owned, hired, and non-owned vehicles with limits not less than \$1,000,000 combined single limit; **(v) Professional Liability** insurance not less than \$2,000,000 per claim and aggregate; and **(vi) Technology Errors and Omissions/Cyber Liability** insurance not less than \$2,000,000 per claim and aggregate covering technology services errors and omissions, network security, privacy liability, unauthorized access, data breach, malicious code, and incident response costs. Claims-made policies shall have a retroactive date no later than the Effective Date. Contractor shall provide certificates of insurance before commencing Work. Except for Workers' Compensation and Professional Liability, Contractor shall name the City as an additional insured where commercially available. Contractor's coverage shall be primary and noncontributory to any City insurance or self-insurance where commercially available.



- b. ***Indemnity.*** To the fullest extent permitted by Oregon law, including ORS 30.140 to the extent applicable, Contractor shall indemnify, defend, and hold harmless the City and its officers, agents, and employees against all liability, loss, damages, and costs, including reasonable attorney fees, arising from actions, suits, claims, or demands to the extent caused by the negligent acts or omissions, willful misconduct, breach of this Agreement, or violation of law by Contractor or Contractor's officers, agents, employees, subconsultants, subcontractors, suppliers, or anyone for whom Contractor is legally responsible. This obligation does not require Contractor to indemnify or defend the City for the City's own negligence or fault beyond the extent permitted by Oregon law, and any duty to defend shall be interpreted consistently with ORS 30.140 to the extent applicable.

5. Payments.

- a. ***Prompt Payment.*** Contractor shall promptly pay as due all persons supplying labor or materials for the Work. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor, including by subconsultants, the City may pay such claim and charge the amount against funds due or to become due to Contractor.
- b. ***Industrial Accident Fund.*** Contractor agrees to pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Agreement.
- c. ***Labor Hours.*** Contractor shall pay all employees at least time-and-one-half pay for overtime worked in excess of forty (40) hours in one work week, except for excluded individuals under ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
- d. ***Medical Care.*** Contractor shall promptly pay as due all persons furnishing medical, surgical, hospital care, or other care incident to sickness or injury to Contractor's employees, and all sums Contractor collected or deducted from employee wages for that purpose.
- e. ***No Liens.*** Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
- f. ***Employee Withholdings.*** Contractor shall pay to the Oregon Department of Revenue all sums withheld from its employees under ORS 316.167.

**B. City's Duties**

- 1. **Compensation.** The City shall compensate Contractor for the Work on a time-and-materials basis in an amount **not to exceed \$676,597.00**. The not-to-exceed amount includes all labor, expenses, approved subconsultant costs, travel, deliverable preparation, coordination, SCADA software, OT hardware, OT software, materials, shipping, taxes, and all markups. Contractor's domestic staff labor shall be billed at the rates stated in **Exhibit A**, Jacobs GID staff shall be billed at **\$125 per hour**,



approved subconsultants shall be billed at **actual cost plus 10%**, materials shall be billed at **actual cost plus 10%**, and all other expenses shall be billed at **actual cost**, all subject to the not-to-exceed amount. Contractor is not entitled to additional compensation, including for schedule extension, escalation, material price changes, supplier delays, assumptions later determined to be inaccurate, or work not fully defined in **Exhibit A**, unless authorized by written amendment executed by the City's authorized signatory. Contractor's completed Form W-9 is a condition precedent to the City's payment obligations.

2. Invoices. Contractor may invoice no more frequently than monthly and shall include sufficient detail to substantiate the charges, including labor category, hours, rates, expenses, completed tasks, percent of task completion, and remaining budget by task. For SCADA software, OT hardware, OT software, and materials, Contractor shall include the City's written purchase authorization, supplier quote, supplier invoice or receipt, item description, actual cost, markup, shipping, taxes, delivery status, and warranty or license information applicable to the item. Payment shall be net 30 days after the City receives and approves a proper invoice. The City may withhold disputed, unsupported, premature, defective, or incomplete charges. Payment is not acceptance or approval of defective or incomplete Work.
3. Public Budgeting. The City certifies sufficient funds are available and authorized for expenditure during the current fiscal year to the extent required by Oregon law. Appropriations for future fiscal years are subject to budget approval by the City Council. Nothing in this Agreement obligates the City to expend funds that are not lawfully appropriated or otherwise legally available.

### C. Special Conditions

1. Acceptance. Contractor shall notify the City in writing when Contractor believes the Work, or any separately identified deliverable or material item, is complete and ready for review. The City may review, test, inspect, and either accept the Work or notify Contractor of defects, deficiencies, incomplete items, missing documentation, failed testing, or remaining performance necessary to complete the Work. Final acceptance occurs only when the City determines in writing that the Work has been satisfactorily completed. City review, testing, beneficial use, payment, or operation of any system component is not final acceptance and does not waive defects, warranty rights, or Contractor's correction obligations.
2. Work Product. **Work Product** means all writings and materials, in any form or medium, that Contractor or its subconsultants create, prepare, obtain, configure, or compile specifically for the City in performing the Work, including reports, correspondence, notes, field data, photographs, drawings, CAD files, Bluebeam markups, Visio files, Excel files, material lists, SCADA software configuration files, PLC programs and supporting files, HMI graphics and configurations, historian/reporting configurations, test documentation, network patching drawings, IP address lists, VLAN summaries, OT system functional descriptions, and record



documentation. Upon payment, the City owns the Work Product to the extent assignable. Contractor retains ownership of preexisting materials, standard details, templates, software objects, methods, know-how, and internal tools, but grants the City a perpetual, irrevocable, royalty-free license to use, operate, maintain, repair, modify, and replace those materials as incorporated in or necessary to use the Work Product and the City's SCADA/OT systems for City purposes. Contractor shall provide final deliverables in native and PDF formats except to the extent a third-party license approved by the City prohibits delivery of a native file.

3. Records. Contractor shall maintain complete and accurate books, documents, and records sufficient to substantiate Contractor's performance and invoices under this Agreement, including labor records, expense records, subconsultant records, supplier quotes, supplier invoices, purchase authorizations, material delivery records, warranty records, license/support information, testing records, and correction records. Contractor shall retain such records for at least 6 years after the Completion Date, or longer if required by law or if any audit, claim, litigation, public records request, insurance matter, or dispute is pending. Contractor shall provide copies of such records upon the City's reasonable request.
4. No Construction or Electrical Work. The Parties intend this Agreement to cover professional engineering, technical services, SCADA software services, OT configuration/testing, construction-support coordination, and related material procurement only. Contractor shall not perform construction, alteration, repair, electrical installation, or other public improvement or public works work under this Agreement unless the City authorizes that work by written amendment and the amendment includes all legally required licensing, procurement, public works, prevailing wage, bond, insurance, and contract provisions. Any electrician, electrical contractor, construction, or installation work required for the Project shall be procured, contracted, directed, and administered by the City under a separate City contract unless otherwise lawfully amended.
5. Separate City Construction Contract. Contractor may provide technical coordination, design clarification, submittal comments, responses to questions, testing support, and construction-support services for the City's separately contracted electrical contractor. Contractor has no authority to select the electrical contractor, direct changes to the electrical contractor's contract, approve payment to the electrical contractor, accept the electrical contractor's work on the City's behalf, waive City rights, or make final determinations regarding construction contract compliance unless the City expressly delegates a specific authority in writing.
6. Third-Party Terms. Contractor shall not order SCADA software, OT hardware, OT software, or other materials unless the City gives prior written authorization for the specific quote, item, amount, vendor, and applicable markup. Contractor shall provide current supplier quotes and any third-party license, subscription, maintenance, support, warranty, or hosted-service terms before requesting authorization. Contractor may not accept or bind the City to third-party terms that require City indemnity, limit City rights, impose confidentiality or security obligations, create auto-renewal or recurring charges, select non-Oregon law or venue, or



otherwise materially affect the City unless the City has approved those terms in writing. Title to hardware and materials purchased for the City shall pass to the City upon City payment, free and clear of liens and claims, subject to any City-approved third-party license terms for software and intangible rights. Contractor bears risk of loss or damage until the item is delivered to the WWTP or another City-approved location and accepted by the City. Contractor shall pass through manufacturer, supplier, license, maintenance, and support warranties and rights to the City to the extent transferable.

7. Cybersecurity. Contractor shall coordinate all remote access, accounts, credentials, firewall changes, network connections, software installation, data transfer, and OT/SCADA security practices with the City's designated IT/OT personnel. Contractor shall use commercially reasonable administrative, technical, and physical safeguards appropriate for SCADA/OT work; protect credentials; avoid default or shared passwords; use secure remote access methods approved by the City; avoid unapproved cloud storage or transfer of City SCADA/OT information; and promptly remove or disable Contractor access when no longer needed. Contractor shall notify the City within 24 hours after Contractor becomes aware of any actual or suspected unauthorized access, compromise, credential exposure, malware, data loss, data corruption, or other security incident involving the Work, Contractor's access, Contractor's systems used for the Work, or City SCADA/OT information. Contractor is responsible for security failures, data loss, data corruption, unauthorized access, and related claims to the extent caused by Contractor's negligence, willful misconduct, breach of this Agreement, or failure to comply with City-approved security requirements. The City does not indemnify Contractor for cybersecurity, data, or system claims. Contractor shall treat nonpublic SCADA/OT architecture, credentials, vulnerabilities, network diagrams, security procedures, and related information as security-sensitive and shall not disclose such information except as necessary to perform the Work or as required by law.

#### **D. General Conditions**

1. Time. Time is of the essence. Contractor shall not begin the Work before the Effective Date and the City's written notice to proceed unless the City expressly authorizes limited pre-notice work in writing after execution. Contractor shall complete the Work on or before the Completion Date. Within ten (10) days after the City's notice to proceed, Contractor shall provide an updated milestone schedule that aligns Exhibit A with the actual Effective Date and notice-to-proceed date and corrects any Exhibit A milestone that predates execution or states an invalid calendar date. Exhibit A schedule dates that predate the Effective Date or notice to proceed do not authorize retroactive Work, payment, or additional compensation.
2. Termination. This Agreement expires upon full performance or on the Completion Date, whichever first occurs, unless sooner terminated or amended. The City may terminate this Agreement with seven (7) days' written notice and Contractor may terminate with thirty (30) days' written notice. The City shall compensate Contractor for approved Work performed through the termination date and for City-authorized, non-cancellable software, hardware, materials, or supplier charges actually incurred



before the termination date, subject to the not-to-exceed amount and Contractor's duty to mitigate, document, and support all charges. Contractor shall not incur new costs after receiving notice of termination except as reasonably necessary to wind down the Work or as authorized by the City in writing.

3. Tax Currency. Contractor certifies under penalty of perjury that Contractor is, to the best of Contractor's knowledge, not in violation of any tax laws described in ORS 305.380(4), as required by ORS 305.385.
4. Full Integration/Modification. This Agreement contains the Parties' entire understanding and supersedes all prior negotiations, representations, or agreements on this matter. This Agreement may be modified only by a written instrument executed by the Parties. If this Agreement conflicts with **Exhibit A**, this Agreement controls. If an amendment conflicts with this Agreement or **Exhibit A**, the later-executed amendment controls only to the extent of the express conflict. No purchase order, invoice, supplier term, click-through term, quotation, proposal term, license term, support term, website term, or other document modifies this Agreement unless expressly approved in a written amendment executed by the City's authorized signatory.
5. Independent Contractor. Contractor is an independent contractor under ORS 670.600. Nothing in this Agreement creates an employer-employee relationship. Contractor controls the manner and means of performing the Work, subject to the City's right to require compliance with this Agreement.
6. Contractor's Authority. Contractor has no authority to bind the City, approve changes to any City contract, accept work on the City's behalf, waive City rights, authorize payment, make final determinations regarding City contract compliance, claims, disputes, or interpretation, authorize or approve changes to any City electrician, electrical contractor, construction, or installation contract, or bind the City to material purchases, third-party licenses, supplier terms, support plans, subscriptions, cloud services, recurring fees, or other obligations unless the City expressly delegates a specific authority in writing.
7. Assignment/Delegation. No Party may assign or transfer an interest or duty under this Agreement without the other Party's written consent. Any attempted assignment without written consent is invalid.
8. Subconsultants. Contractor shall not retain any subconsultant or subcontractor to perform any portion of the Work unless the City approves the subconsultant or subcontractor in writing, which approval may be by email. Contractor is responsible for the acts and omissions of its subconsultants and subcontractors as if they were Contractor's own acts and omissions. Contractor shall require all approved subconsultants and subcontractors to comply with the confidentiality, cybersecurity, insurance, records, licensing, and Work Product requirements applicable to their work. Nothing in this Agreement creates contractual privity between the City and any subconsultant or subcontractor.



9. Enforceability. All disputes connected with this Agreement shall be heard in the Circuit Court of the State of Oregon for Wasco County, and this Agreement shall be construed under Oregon law. If any provision is held invalid or unenforceable, the remaining provisions remain valid and binding.
10. Waiver. A Party's failure to insist on strict adherence to a provision of this Agreement on any occasion is not a waiver of that Party's rights.
11. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

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

*To Contractor:*                      Brady Fuller  
    Jacobs Engineering Group Inc.  
    2020 S.W. Fourth Ave, 3<sup>rd</sup> Floor  
    Portland, OR 97201

**IN WITNESS WHEREOF**, the Parties duly execute this **PROFESSIONAL SERVICES AGREEMENT** this \_\_\_\_ day of June, 2026.

**CITY OF THE DALLES**

**CONTRACTOR**

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

\_\_\_\_\_  
 Brady Fuller, Client Account Manager

*ATTEST:*

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

**Approved as to form:**

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



**RESOLUTION NO. 26-024**

**A RESOLUTION CONCURRING WITH THE MAYOR'S APPOINTMENTS TO THE MUSEUM COMMISSION AND LIBRARY BOARD**

**WHEREAS**, there are vacant positions on the Museum Commission and Library Board, and;

**WHEREAS**, the Mayor has elected to appoint John Adams to the Museum Commission and Kim Morgan to the Library Board; and

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

**Section 1** The City Council concurs with the appointments of: John Adams to the Museum Commission; term expiring December 31, 2029 and Kim Morgan to the Library Board; term expiring June 30, 2030

**Section 2** This Resolution shall be effective upon adoption.

**PASSED AND ADOPTED THIS 22<sup>ND</sup> DAY OF JUNE, 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 22<sup>ND</sup> DAY OF JUNE, 2026.**

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

*ATTEST:*

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

**RESOLUTION NO. 26-025**

**A RESOLUTION ASSESSING THE REAL PROPERTY LOCATED  
AT 1290 WEST 8<sup>TH</sup> STREET THE COST OF NUISANCE ABATEMENT**

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

<u>Property</u>	<u>Assessor's Map No.</u>	<u>Date of Posting</u>
1290 West 8 <sup>th</sup> Street	1N 13E 4 103	April 29, 2026

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

<u>Property</u>	<u>Owner</u>
1290 West 8 <sup>th</sup> Street	Xiang Zhu Mei & Wen Guang Chen

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

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

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

<u>Property</u>	<u>Contractor</u>	<u>Date of Abatement</u>	<u>Cost</u>
1290 West 8 <sup>th</sup> Street	Rod Huante	May 15, 2026	\$1,205.00

**WHEREAS**, pursuant to Sections 5.04.170 and 5.24.070 of The Dalles Municipal Code, on July 17, 2025, the City Clerk sent a Notice of Assessment by certified mail to Xiang Zhu Mei & Wen Guang Chen advising them the total cost of the assessment for the property was \$2,105.00, and the listed sum would become a lien upon the property if the amount was not paid by June 3, 2026, or the assessment was not protested by May 24, 2026;

**WHEREAS**, Xiang Zhu Mei & Wen Guang Chen failed to file any objection by the stated deadline and failed to pay the balance of the assessment by the deadline listed in the Notices of Assessment, and the City Council finds the statement of the amount of the proposed assessments is correct and no reason exists to justify any delay in proceeding with the imposition of a lien upon the properties for the cost of the assessments.

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

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

<u>Name/Address</u>	<u>Description</u>	<u>Final Assessment</u>
Xiang Zhu Mei & Wen Guang Chen 1290 West 8 <sup>th</sup> Street	1N 13E 4 1032	\$2,105.00

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

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

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

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

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

**PASSED AND ADOPTED THIS 22<sup>ND</sup> DAY OF JUNE, 2026.**

Voting Yes      Councilors: \_\_\_\_\_  
Voting No        Councilors: \_\_\_\_\_  
Abstaining      Councilors: \_\_\_\_\_  
Absent            Councilors: \_\_\_\_\_

**AND APPROVED BY THE MAYOR THIS 22<sup>ND</sup> DAY OF JUNE, 2026.**

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

ATTEST:

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

**LEGAL DESCRIPTION OF 1290 WEST 8<sup>TH</sup> STREET**

Parcel 1 of Partition Plat 2000-26, filed for record December 29, 2000, under Microfilm No. 20005582, being a portion of the Northwest quarter of Section 4, Township 1 North, Range 13 East and the Southwest quarter of Section 33, Township 2 North, Range 13 East of the Willamette Meridian, Wasco County and State of Oregon.

05/13/2026 ABATEMENT PICTURES 1290 West 8<sup>th</sup> Street







## AGENDA STAFF REPORT

### AGENDA ITEM #10A

MEETING DATE: June 22, 2026

TO: Honorable Mayor and City Council

FROM: Joshua Chandler, Community Development Director

SUBJECT: Public hearing to consider Annexation ANX 82-25 for property located at 2430 East 18<sup>th</sup> Street and adoption of Special Ordinance No. 26-614 annexing the property into the City of The Dalles pursuant to ORS 222.125

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**BACKGROUND:** This public hearing is being held under TDMC 10.14.010.030(B) and TDMC 10.3.020.060 to consider a consent annexation request under ORS 222.125 and to receive public testimony regarding the proposal.

The property proposed for annexation is depicted on the map attached as **Exhibit A** and legally described in **Exhibit B**, both of which are attached to and incorporated into Special Ordinance No. 26-614.

The subject property is depicted by Wasco County Assessor's Map 1N 13E 11AA as Tax Lot 3101. The legal description of the property is as follows:

*A tract of land in the Northwest Quarter of the Northeast Quarter of Section 11, Township 1 North, Range 13 East of the Willamette Meridian, City of The Dalles, Wasco County, Oregon, described as follows:*

*Lot 3, Block 17 of THOMPSON'S ADDITION to Dalles City, City of The Dalles, County of Wasco, and State of Oregon.*

The parcel contains approximately 0.88 acres. The applicant has submitted a consent annexation application to allow the property to be annexed before connection to City services. Annexation does not approve construction of a residence; any future development remains subject to applicable TDMC, building, utility, and public works requirements.

The property is located within the City's Urban Growth Boundary and is contiguous to existing City limits, abutting City limits to the north, west, and east. The southern property line coincides with the Urban Growth Boundary. Written consent to annexation has been filed with the City, and staff has confirmed that the consent includes the signature of each current owner of record for the territory proposed for annexation. No electors reside in the territory proposed for annexation. The written consent therefore supports consent annexation under ORS 222.125.

**Notice:** The City mailed notice of the public hearing to the property owners on June 12, 2026, consistent with TDMC 10.14.010.030(C). Notice of the hearing was published in the Columbia Gorge News on June 10, 2026, consistent with TDMC 10.3.020.060(C).

**Process:** The annexation application is being processed pursuant to TDMC Chapter 10.14. Under TDMC 10.14.010.030(B), annexation requests are processed as legislative actions and heard by the City Council. The Council may refer an annexation request to the Planning Commission for a recommendation, but no Planning Commission referral or recommendation is otherwise required.

**Criteria:** The applicable review criteria are found in TDMC 10.14.010.040 and City of The Dalles Comprehensive Plan Goal 14 (*Urbanization*). Proposed findings addressing the applicable criteria are attached as **Exhibit C** to Special Ordinance No. 26-614.

**Zoning:** Land within the City's Urban Growth Boundary is zoned according to The Dalles Zoning Map under TDMC 10.4.010. The property is currently zoned **RL – Low Density Residential**. No zone change is proposed as part of this annexation. Upon annexation, zoning of the property will remain subject to The Dalles Zoning Map and must comply with the Comprehensive Plan Land Use Map and Development Guidelines.

**BUDGET IMPLICATIONS:** Staff time will be required to process the annexation and coordinate required post-adoption filings with the Secretary of State, Wasco County, Wasco County Assessor, and the Oregon Department of Revenue. All recording fees associated with the annexation shall be the responsibility of the applicant. After the annexation is effective and the boundary change is recognized for tax-roll purposes, the City may receive future property tax revenues, utility revenues, and applicable franchise fee revenues associated with the property.

**COUNCIL ALTERNATIVES:**

1. **Staff Recommendation: Move to adopt Special Ordinance No. 26-614, approving the consent annexation of the property located at 2430 East 18<sup>th</sup> Street and legally described in Exhibit B to the ordinance, as described in Annexation Application ANX 82-25.**
2. Move to deny the consent annexation request and Special Ordinance No. 26-614 and direct staff to prepare denial findings.
3. Continue the public hearing and direct staff to provide additional information.

**ATTACHMENTS:**

- Exhibit A – Map of Proposed Annexation;
- Exhibit B – Legal Description of Subject Property.
- Exhibit C – Proposed Findings for Special Ordinance No. 26-614; and
- Exhibit D – Signed Consent to Annexation.
- Attachment 1 – Vicinity Map

**SPECIAL ORDINANCE NO. 26-614**

**AN ORDINANCE ANNEXING CERTAIN PROPERTY LOCATED  
WITHIN THE URBAN GROWTH BOUNDARY OF THE CITY OF THE DALLES PURSUANT TO  
ORS 222.125 (CONSENT ANNEXATION: ANX #82-25)**

**WHEREAS**, on June 22, 2026, the City Council conducted a public hearing pursuant to TDMC 10.14.010.030(B) and TDMC 10.3.020.060 to consider annexation of the property depicted on the map attached hereto as **Exhibit A** and legally described in **Exhibit B**, both of which are attached hereto and incorporated herein by this reference;

**WHEREAS**, the City Council has reviewed the written consent to annexation submitted by all owners of land in the territory proposed to be annexed, no electors reside in the territory proposed to be annexed, and the Council finds that the written consent satisfies ORS 222.125; and

**WHEREAS**, the City Council has reviewed the proposed findings submitted in support of the proposed consent annexation attached to and made part of this Special Ordinance as **Exhibit C**, and the Council has approved and adopted the proposed findings.

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

- Section 1** Property Annexed. Based upon the findings set forth in **Exhibit C**, the City Council hereby finds that the property shown in **Exhibit A** and legally described in **Exhibit B** is contiguous to the City limits and qualifies for consent annexation under ORS 222.125. The written consent attached as **Exhibit D** was filed with the City before the public hearing, was signed by all owners of land in the territory proposed to be annexed, and satisfies ORS 222.125 because no electors reside in the territory proposed to be annexed. The property shown in **Exhibit A** and legally described in **Exhibit B** is hereby proclaimed annexed to the City of The Dalles pursuant to ORS 222.125.
- Section 2** Submittals. The City Clerk shall submit all required annexation and boundary-change records within the applicable statutory time frames, including the Secretary of State filing required by ORS 222.177, boundary-change reporting required by ORS 222.010, and tax-roll boundary filing required by ORS 308.225.
- Section 3** Effective Date of Annexation. The annexation shall be effective on the date the annexation records are filed with the Secretary of State after the effective date of this Special Ordinance, as provided in ORS 222.177 and ORS 222.180, and subject to ORS 222.040.
- Section 4** Effective Date of Ordinance. The effective date of this Special Ordinance shall be 30 days after its adoption unless a referendum petition is timely filed as provided by law.

**PASSED AND ADOPTED THIS 22<sup>ND</sup> DAY OF JUNE, 2026**

Voting **Yes**, Councilor: \_\_\_\_\_

Voting **No**, Councilor: \_\_\_\_\_

**Absent**, Councilor: \_\_\_\_\_

**Abstaining**, Councilor: \_\_\_\_\_

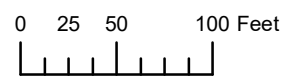
**AND APPROVED BY THE MAYOR THIS 22<sup>ND</sup> DAY OF JUNE, 2026.**

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

Attest:

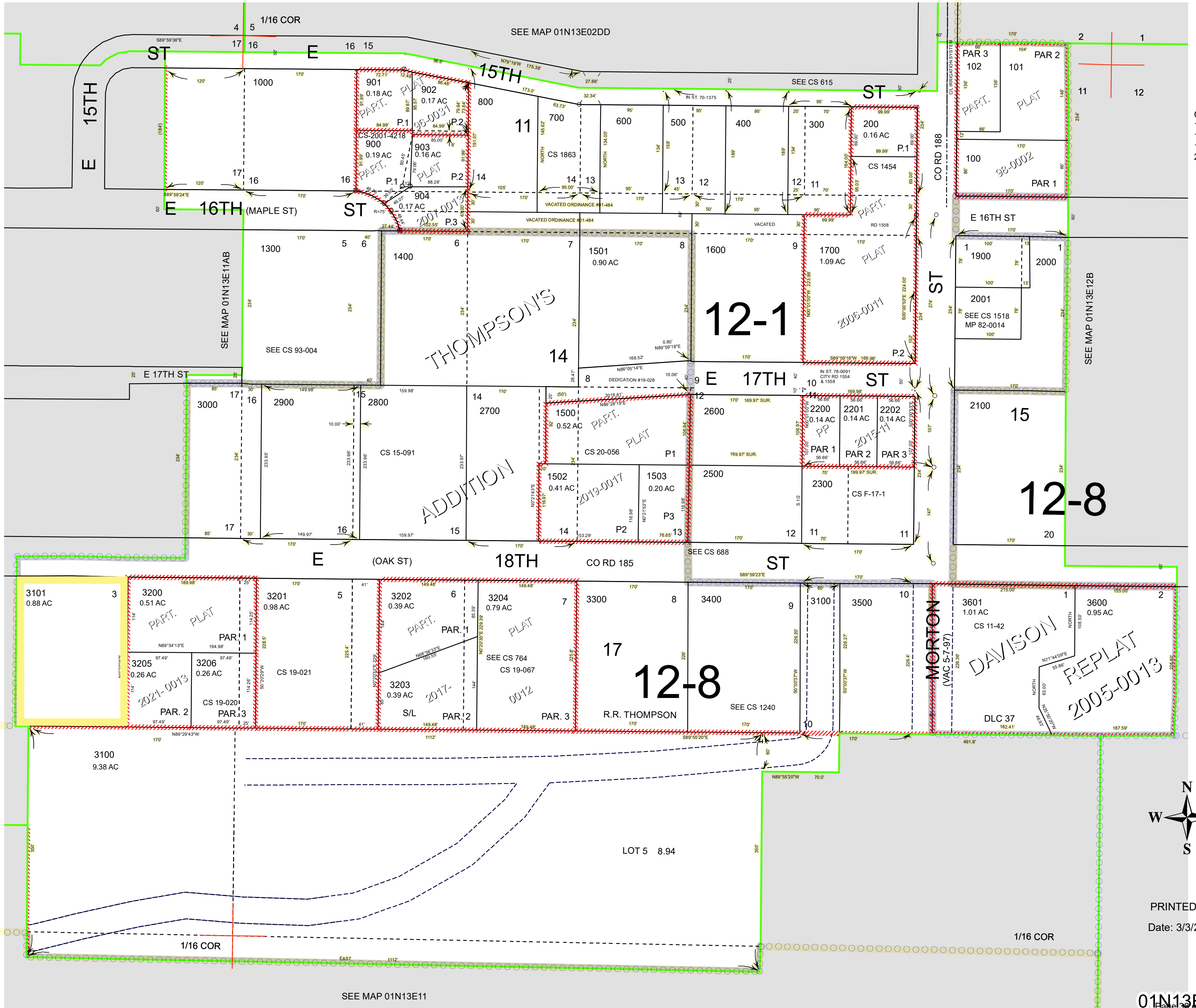
\_\_\_\_\_  
Amie Ell, City Clerk

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

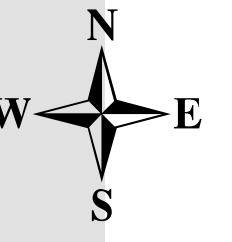


N.E. 1/4 N.E. 1/4 SEC. 11 T. 1N. R. 13E. W.M.  
Wasco County  
1" = 100'

01N13E11AA



CANCELLED  
1100  
1200  
1800  
2400



PRINTED ON  
Date: 3/3/2022

01N13E11AA

**Legal Description for Land to Be Annexed to the City of The Dalles**

**Tax Lot 3101, 1N-13E-11AA**

**LEGAL DESCRIPTION**

A tract of land in the Northwest quarter of the Northeast quarter of Section 11, Township 1 North, Range 13 East of the Willamette Meridian, City of The Dalles, Wasco County, Oregon, described as follows:

Lot 3, Block 17 of THOMPSON'S ADDITION to Dalles City, City of The Dalles, County of Wasco, and State of Oregon.

## EXHIBIT C

### *Findings of Fact and Conclusions of Law for Annexation 82-25*

The subject property is located at 2430 East 18<sup>th</sup> Street and is depicted in Wasco County Assessor's Map No. 1N 13E 11 AA as Tax Lot 3101. The property is not currently occupied as a residence, no electors reside in the territory proposed for annexation, and the property is located within the City of The Dalles Urban Growth Boundary. The request is for annexation of the property into the City limits pursuant to ORS 222.125. Annexation does not approve future development of the property; any future development remains subject to applicable TDMC, building, utility, and public works requirements.

#### **City of The Dalles Municipal Code, Title 10 Land Use and Development** **Section 10.14.010.030 Review Procedures.**

- A. *Applications. All applications shall meet the requirements of Article 3.010: Application Procedures. Applications will be on a form supplied by the City. An annexation may be proposed by the City of The Dalles, landowners, or residents of the City. The approving authority may require additional information where necessary to adequately review the proposal.*

**FINDING #1:** The annexation application and written owner consent were submitted on forms provided by the City. Staff reviewed the annexation application, written owner consent, legal description, map, and supporting documentation and determined that sufficient information was available to evaluate the request against the applicable annexation criteria of TDMC Title 10 and ORS 222.125. **Criterion met.**

- B. *Review. All applications for annexation shall be processed as legislative actions, per the provisions of Section 10.3.020.060: Legislative Actions. Annexation requests shall be heard by the City Council. The Council may refer the application to the Planning Commission for a recommendation.*

**FINDING #2:** The annexation request is being processed as a legislative action pursuant to TDMC 10.14.010.030(B) and TDMC 10.3.020.060. The City Council interprets the annexation-specific procedure in TDMC 10.14.010.030(B), which provides that annexation requests shall be heard by the City Council and may be referred by the Council to the Planning Commission for a recommendation, to control the hearing sequence for annexations. The City Council did not refer this application to the Planning Commission. The application was scheduled for a public hearing before the City Council on June 22, 2026, in accordance with the City's annexation and legislative review procedures. This Council hearing is the TDMC legislative hearing for an ORS 222.125 consent annexation and is not being relied upon as the statutory hearing otherwise required by ORS 222.120. **Criterion met.**

- C. *Notice of Hearing. At least 10 days before a scheduled annexation hearing, notice of the hearing shall be mailed to the owner, as shown on the most recent property tax assessment roll, of each property proposed to be annexed.*

**FINDING #3:** Notice of the public hearing was mailed to the owners of the territory proposed for annexation on June 12, 2026, which was at least ten (10) days prior to the

scheduled City Council hearing, consistent with TDMC 10.14.010.030(C). Notice of the hearing was also published in Columbia Gorge News on June 10, 2026, which was at least ten (10) days prior to the scheduled City Council hearing, consistent with TDMC 10.3.020.060(C). The staff report was made available to the public at least seven (7) days prior to the hearing, consistent with TDMC 10.14.010.050. These notices and staff-report availability satisfy the applicable TDMC requirements for the City's legislative hearing on the ORS 222.125 consent annexation. **Criterion met.**

#### **Section 10.14.010.040 Review Criteria**

- A. *The territory is contiguous to the City limits and qualifies as a consent annexation pursuant to ORS 222.125 or as an island annexation pursuant to ORS 222.750.*

**FINDING #4:** ORS 222.111(1) authorizes annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right-of-way, stream, bay, lake, or other body of water. The subject property is contiguous to the existing City limits, abutting City limits along its north, west, and east property boundaries. The written consent has been filed with the City, and staff has confirmed that the consent includes the signature of each current owner of record for the territory proposed for annexation. No electors reside in the territory proposed for annexation. Therefore, the proposal qualifies as a consent annexation pursuant to ORS 222.125 and satisfies TDMC 10.14.010.040(A). **Criterion met.**

- B. *The territory is within the urban growth area.*

**FINDING #5:** The property is located within the Urban Growth Boundary. **Criterion met.**

- C. *The development of the property is compatible and consistent with the rational and logical extension of utilities and roads to the surrounding area.*

**FINDING #6:** The subject property is located within the Urban Growth Boundary, is contiguous to the existing city limits, and fronts East 18<sup>th</sup> Street. Existing City water and sanitary sewer infrastructure are located adjacent to the property and serve surrounding development. Based on the property's location, frontage, and proximity to existing City infrastructure, annexation is compatible with and consistent with the rational and logical extension of utilities and roads to the surrounding area. Any existing or future development or utility connection will remain subject to applicable City review, connection requirements, and fees. **Criterion met.**

- D. *The City is capable of providing and maintaining its full range of urban services to the territory without negatively impacting the City's ability to adequately serve all areas within the existing city limits.*

**FINDING #7:** The City is capable of providing and maintaining its full range of urban services to the subject property without negatively impacting the City's ability to adequately serve areas within the existing city limits. Existing City water and sanitary sewer infrastructure are located adjacent to the property and currently serve other developed properties in the immediate vicinity. Based on the proximity of existing facilities, the property's frontage, and the City's ability to serve surrounding properties, the City is capable of extending and maintaining urban services to the subject property, subject to applicable development, utility connection, and fee requirements. **Criterion met.**

- E. *The annexation conforms to the Comprehensive Plan*

**FINDING #8:** Goal 14 (*Urbanization*) of the City's Comprehensive Plan is intended to provide

for an orderly and efficient transition from rural to urban land use. The subject property is located within the Urban Growth Boundary, is contiguous to the existing city limits, and is designated for urban development. The proposed annexation is consistent with the City's Urban Growth Boundary management policies, TDMC 10.14.010, ORS 222.111, and ORS 222.125. Therefore, the annexation conforms to the Comprehensive Plan. **Criterion met.**

**City of The Dalles Comprehensive Plan**

**Goal #14. Urbanization.**

***Policy 6.** Encourage the orderly annexation of land within the Urban Growth Boundary to the City of The Dalles.*

**FINDING #9:** Comprehensive Plan Goal 14, Policy 6 encourages the orderly annexation of land within the Urban Growth Boundary to the City of The Dalles. The subject property is located within the Urban Growth Boundary and is contiguous to the existing city limits. Annexation of the property promotes the orderly expansion of the City and is consistent with this policy. **Criterion met.**

***Policy 7.** Adequate public utilities shall be planned or provided for per local and State statutes, to service an area where annexation is considered. This includes, but is not limited to, storm sewers, sanitary sewers and water service.*

**FINDING #10:** Adequate public utilities are planned or available to serve the subject property. Existing City water and sanitary sewer infrastructure are located adjacent to the property and serve surrounding development. Staff has reviewed the property and determined that urban services can be provided consistent with applicable City requirements, subject to future development, utility connection, and fee requirements. Therefore, adequate public utilities have been planned or provided consistent with local and state requirements, and the proposed annexation complies with Comprehensive Plan Goal 14, Policy 7. **Criterion met.**

***Policy 8.** Public facilities such as roads, water, sewer, and storm sewer will be required for development of the area in question and shall be subject to review prior to annexation and shall comply with The Dalles Transportation Systems Plan (TSP), Water Master Plan, Sewer Master Plan, and Storm Water Master Plan.*

**FINDING #11:** Public facilities necessary to serve the subject property, including roads, water, sanitary sewer, and stormwater facilities, are available or capable of being provided to the property. The property fronts East 18<sup>th</sup> Street and is adjacent to existing City utility infrastructure serving surrounding development. Staff has reviewed the property and determined that it can be served by public facilities necessary to support urban development, subject to applicable future development review, connection requirements, public works requirements, and fees. The proposed annexation is consistent with Comprehensive Plan Goal 14, Policy 8. **Criterion met.**

***Policy 9.** Upon annexation an official plat of the parcel(s) in question shall be filed if such document does not exist. Any plat shall be subject to review by the Planning Director, Hearings Officer and the City Council as set forth in the Subdivision Ordinance.*

**FINDING #12:** The subject property is described as Lot 3, Block 17 of Thompson's Addition to Dalles City. Staff has reviewed the property records and determined that an official plat or other legally sufficient record of the parcel exists for purposes of this annexation. To the extent any

additional filing is required following annexation, the City will complete or require completion of that filing as part of the post-adoption annexation process. **Criterion met.**

***Policy 10.** Conversion of urbanizable land to urban uses shall only occur upon demonstration that public facilities and services will be provided in an orderly and economic manner through the City annexation process.*

**FINDING #13:** The subject property is within the Urban Growth Boundary, is contiguous to existing City limits, fronts East 18<sup>th</sup> Street, and is adjacent to existing City utility infrastructure serving surrounding development. As found above, public facilities and services are available or capable of being provided in an orderly and economic manner through the City annexation process and subsequent development review. **Criterion met.**

***Policy 11.** Zoning of newly annexed areas shall comply with the Comprehensive Plan Land Use Map and Development Guidelines.*

**FINDING #14:** Land within the City's Urban Growth Boundary is zoned according to The Dalles Zoning Map under TDMC 10.4.010. The property is currently zoned **RL – Low Density Residential**. No zone change is proposed as part of this annexation. The existing zoning designation complies with the Comprehensive Plan Land Use Map and Development Guidelines. **Criterion met.**

**CONCLUSION:** Based on these findings, the City Council finds that Annexation 82-25 satisfies the applicable criteria in TDMC 10.14.010.040 and qualifies as a consent annexation under ORS 222.125. The City Council therefore approves Annexation 82-25 and adopts these findings in support of Special Ordinance No. 26-614.



TO: The City Council of the City of The Dalles, Wasco County, Oregon

**OWNER CONSENT TO ANNEXATION**  
(ORS 222.115)

I/We, Mansi Valdez Filemon Gallegos OWNER(S) of the following described real property situated in Wasco County, Oregon:

**LEGAL DESCRIPTION**

Lot 3, Block 17 of THOMPSON'S ADDITION to Dalles City, City of The Dalles, County of Wasco and State of Oregon;

TOGETHER WITH AND SUBJECT TO an easement described as follows:

Legal Description of a 10 feet (10.00') wide Utility Easement:

A tract of land in the Northwest quarter of the Northeast quarter of Section 11, Township 1 North, Range 13 East of the Willamette Meridian, City of The Dalles, Wasco County, Oregon, more particularly described as follows:

The West 10 feet (10.00') of Lot 3 of Block 17 of THOMPSON'S ADDITION to the City of The Dalles;

AND

The West 30 feet (30.00') of the South 10 feet (10.00') of said Lot 3 of said THOMPSON'S ADDITION.

Said Easement extends from South line of East 18<sup>th</sup> Street to the Northwest corner of the Grantors "church parcel" and allows the Grantor, their assignees and successors to construct, maintain, inspect and access utilities as needed in said described area.

**DEED EXCEPTIONS**

1. Rights of the public in and to any portion of the herein described premises lying within the boundaries of roads and highways.
2. Public utility easements, if any, shall be found to exist in the premises.
3. Right of Way Easement, including the terms and provisions thereof:  
Granted to : NORTHERN WASCO COUNTY PEOPLE'S UTILITY DISTRICT  
Recorded : JUNE 28, 1976  
Fee No. : 76-1632 WASCO COUNTY RECORDS
4. Water Agreement and Pipe Easements contained herein, including the terms and provisions thereof:  
Between : DEAN E. VAN NICE and BEVERLY VAN NICE, HUSBAND AND WIFE  
And : THE CALIFORNIA EVANGELISTIC ASSOCIATION, a California corporation  
: authorized to do business in the State of Oregon  
Recorded : JUNE 28, 1976  
Fee No. : 76-1632 WASCO COUNTY RECORDS
5. The herein described premises are within the boundaries of and are subject to the statutory powers of, including the power of assessment, of The Dalles Irrigation District.
6. Farm Management Easement, including the terms and provisions thereof:  
Granted to : ADJACENT PROPERTY OWNERS  
Recorded : SEPTEMBER 30, 1997  
Fee No. : 97-4360 WASCO COUNTY RECORDS



# ATTACHMENT 1

VICINITY MAP  
ANX 82-25 – Proposed Annexation  
2430 East 18th Street  
1N 13E 11AA 3101





## AGENDA STAFF REPORT

### AGENDA ITEM #11A

MEETING DATE: June 22, 2026

TO: Honorable Mayor and City Council

FROM: Joshua Chandler, Community Development Director

SUBJECT: Adopting Special Ordinance No. 26-613, a special ordinance accepting a dedication of right-of-way on Chenowith Loop Road for public street purposes

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**BACKGROUND:** The City approved Site Plan Review 550-25 and Administrative Adjustment 64-25 authorizing development of a 76-unit affordable multifamily housing development located at 816 Chenowith Loop Road.

As part of that approval, the property owner is required to complete frontage improvements along the Chenowith Loop Road frontage, including driveway, curb, gutter, sidewalk, utility, and paving improvements in accordance with City standards. The staff report for that development approval also identified the 10-foot frontage easement area for dedication as public right-of-way.

The subject property is encumbered by a 10-foot-wide roadway easement established in 1995 and recorded in the Wasco County Deed Records as Document Nos. 950473, 952418, 952420, and 952421. The easement was granted to Wasco County for construction and maintenance of a County road. The existing sidewalk and frontage improvements are located within this easement area rather than within dedicated public right-of-way. Following annexation into the City of The Dalles, development and frontage improvements along Chenowith Loop Road are reviewed and constructed under applicable City standards.

The existing sidewalk and frontage improvements along Chenowith Loop Road are located within the easement area rather than dedicated public right-of-way. As a result, the improvements currently serve a public function while the underlying property remains in private ownership.

In connection with the approved development and associated frontage improvements, Chenowith GP, LLC is dedicating approximately 2,040 square feet of frontage area along Chenowith Loop Road. The dedication generally corresponds to the existing easement corridor and includes the existing sidewalk and frontage improvements.

Acceptance of the dedication will place the frontage area into public right-of-way ownership,

facilitate the required frontage improvements associated with the approved development, and clarify long-term ownership and maintenance responsibilities for the existing public improvements.

Prior to execution and recording, staff will confirm completion of the environmental assessment required by TDMC 10.10.110(F), City Attorney approval as to form, and resolution or acceptance of any title matters that could impair use of the dedication area for public street or right-of-way purposes.

The location of the dedication area is depicted by **Exhibit A** and legally described in **Exhibit B** to the proposed ordinance.

**BUDGET IMPLICATIONS:** Costs associated with this action are limited to recording fees and administrative processing expenses necessary to complete the conveyance and acceptance of the right-of-way. These costs can be accommodated within existing departmental budgets.

**COUNCIL ALTERNATIVES:**

1. **Staff Recommendation: *Move to adopt Special Ordinance No. 26-613 accepting the dedication of approximately 2,040 square feet of right-of-way along Chenowith Loop Road from Chenowith GP, LLC for public street purposes, as presented, by title only.***
2. Make modifications to then move to adopt Special Ordinance No. 26-613 accepting the dedication of approximately 2,040 square feet of right-of-way along Chenowith Loop Road from Chenowith GP, LLC for public street purposes, as amended, by title only.
3. Decline formal action and direct staff accordingly.

**ATTACHMENTS:**

**Exhibit A** – *Dedication Exhibit Map*

**Exhibit B** – *Legal Description*

**SPECIAL ORDINANCE NO. 26-613**

**A SPECIAL ORDINANCE ACCEPTING REAL PROPERTY  
ON CHENOWITH LOOP ROAD  
FOR PUBLIC STREET PURPOSES**

**WHEREAS**, the City approved Site Plan Review 550-25 and Administrative Adjustment 64-25 for the development of a 76-unit affordable housing development located at 816 Chenowith Loop Road;

**WHEREAS**, TDMC 10.10.110 authorizes required right-of-way dedications where rights-of-way or easements are nonexistent or of insufficient width and requires environmental assessment before the City accepts dedicated land;

**WHEREAS**, the development approval requires frontage improvements along Chenowith Loop Road and the accompanying staff report identified the 10-foot frontage/right-of-way easement area for dedication as public right-of-way;

**WHEREAS**, Chenowith GP, LLC, owner of the real property depicted in Assessor's Map No. 2N 13E 29DB as Tax Lot 7400, is dedicating a portion of the property for public street and right-of-way purposes in connection with Site Plan Review 550-25 and Administrative Adjustment 64-25;

**WHEREAS**, ORS 92.175(1)(c) authorizes land for public purposes to be provided by a separate dedication document on the form provided by the City and ORS 92.014(2) requires a dedication instrument to bear the City's approval before recording;

**WHEREAS**, the area proposed for dedication comprises approximately 2,040 square feet located along the Chenowith Loop Road frontage as depicted in the diagram attached to and made part of this Special Ordinance as its **Exhibit A** and described in the legal description attached to and made part of this Special Ordinance as its **Exhibit B**;

**WHEREAS**, the area proposed for dedication contains existing frontage improvements and sidewalk facilities located within a long-standing right-of-way easement established for public roadway purposes; and

**WHEREAS**, the City Council finds acceptance of the dedication will place those existing improvements within public right-of-way ownership, facilitate the frontage improvements associated with the development, and further the public health, safety, and welfare.

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

**Section 1**     Acceptance Authorized. The City Council authorizes the City Manager to execute the City's acceptance of a Dedication Deed from Chenowith GP, LLC conveying the real property depicted in **Exhibit A** and described in **Exhibit B** for public street and right-of-way purposes, provided the City Manager first confirms that: **(a)** the Dedication Deed and exhibits are approved as to form by the City Attorney; **(b)**

the environmental assessment required by TDMC 10.10.110(F) has been completed and the City has not identified unacceptable environmental liability; and (c) title matters that would impair use of the dedication area for public street or right-of-way purposes have been resolved or accepted by the City.

**Section 2**     Dedication Accepted. Subject to Section 1, the City of The Dalles accepts the dedication of the real property depicted in **Exhibit A** and described in **Exhibit B** for public street and right-of-way purposes.

**Section 3**     Recording. Upon satisfaction of Section 1 and the execution of the Dedication Deed, the City Manager is authorized to cause the deed and this Special Ordinance, if necessary, to be recorded in the official records of Wasco County, Oregon.

**Section 4**     Effective Date. This Special Ordinance shall be effective 30 days after adoption.

**PASSED AND ADOPTED THIS 22<sup>ND</sup> DAY OF JUNE, 2026,**

Voting **Yes**     Councilors: \_\_\_\_\_  
Voting **No**     Councilors: \_\_\_\_\_  
**Abstaining**     Councilors: \_\_\_\_\_  
**Absent** Councilors: \_\_\_\_\_

**AND APPROVED BY THE MAYOR THIS 22<sup>ND</sup> DAY OF JUNE, 2026.**

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

*ATTEST:*

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

TAX LOT  
02N-13E-29DB 7500  
(MID-COLUMBIA ECONOMIC DEV. DIST.)

THE DALLES TRANSIT CENTER

S 00°13'03" E - 10.00'

CHENOWITH

10' R/W DEDICATION 2,040 S.F.

CHENOWITH LOOP ROAD

204.00'

HOME

TAX LOT  
02N-13E-29DB 7400

(CHENOWITH GP, LLC,  
INS. NO. 2022-002017)

S 89°52'24" E

N 89°52'24" W

TRACTS

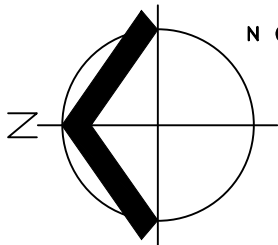
10' EASEMENT TO WASCO COUNTY  
PER DOC. #95-0473, 95-2418,  
95-2420, 95-2421, 2004-3531,  
2004-3532 & 2004-3810

15' SANITARY SEWER EASE.  
TO CITY OF THE DALLES PER  
DOC. #69-1479

P.O.B. DEDICATION AREA  
LEGAL DESCRIPTION

N 00°13'12" W - 10.00'

TAX LOT  
02N-13E-29DB 7300  
(J.D. CANNON)



SCALE: 1" = 30 FEET



AKS ENGINEERING & FORESTRY, LLC  
3775 CRATES WAY  
THE DALLES, OR 97058  
541.296.9177 WWW.AKS-ENG.COM



EXHIBIT MAP OF  
RIGHT-OF-WAY DEDICATION  
TAX LOT 02N-13E-29DB 7400 (ACCT. #2066)  
IN LOTS 1 AND 2, BLOCK G, CHENOWITH HOME TRACTS  
IN THE NW1/4 OF THE SE1/4, SECTION 29,  
TOWNSHIP 2 N., RANGE 13 E., W.M.  
CITY OF THE DALLES, WASCO COUNTY, OREGON

DATE: 03/02/2026  
DRWN: K.W.C. | CHKD: B.B.B.  
AKS JOB: 14281  
EXHIBIT A

**EXHIBIT B**  
**Special Ordinance No. 26-613**

LEGAL DESCRIPTION  
for  
Right-of-Way Dedication

A 10 foot wide strip of land, being a portion of that property described in Instrument No. 2022-002017, Records of Wasco County, lying in Lots 1 and 2, Block "G", Chenoweth Home Tracts, in the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon, being more particularly described as follows:

The North 10 feet of even width of said tract of land described in Instrument No. 2022-002017 and being further described as follows:

Beginning at the Northwest corner of said tract of land; thence on the North line of said tract of land, South 89°52'24" East 204.00 feet to Northeast corner of said tract of land; thence on the East line of said tract of land, South 00°13'03" East 10.00 feet to a point being 10.00 feet Southerly from the North line of said tract of land when measured at a right angle; thence parallel with and 10.00 feet distant Southerly from said North line, North 89°52'24" West 204.00 feet to the intersection with the West line of said tract of land; thence on said West line, North 00°13'12" West 10.00 feet to point of beginning.

Contains 2,040 square feet, more or less.



## AGENDA STAFF REPORT

### AGENDA ITEM #11B

MEETING DATE: June 22, 2026

TO: Honorable Mayor and City Council

FROM: Dale McCabe, Public Works Director

SUBJECT: Authorization of Annual Amendment to Wastewater Treatment Plant Operations Contract – Amendment No. 3

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**BACKGROUND:** Effective July 1, 2023 the City entered into a new 15-year contract with Operations Management International Inc (OMI), a subsidiary of Jacobs Engineering, to provide contract operation of the City's Wastewater Treatment Plant (WWTP). The contract cost is to be updated annually and authorized each year by City Council through approval of a contract amendment.

The contract includes two categories of costs – Direct Costs and a Management Fee. The Contract provides a formula of Consumer Price Index (CPI) plus 2%, which can be capped at 4%, as a default method to update these contract costs annually unless a different rate adjustment is negotiated. The CPI for All Urban Consumers was 2.4% over the previous January to January 12-month period. However, some cost elements which are beyond OMI's control have increased by more than the 2.4% CPI. The main contract elements for which significant increases in cost are budgeted include increases in fuel costs and support for biosolids hauling (fields for hauling biosolids to are located significantly farther away than some of the field locations in previous years, which in turn has resulted in two trucks being required to meet the hauling needs of the plant, therefore, nearly doubling budgeted costs of previous years), increased costs for outside lab analysis and frequency of testing as required by the City's new National Pollutant Discharge Elimination System (NPDES) permit that the City received and went into effect as of September 1, 2025, increased chemical usage at the plant to meet the treatment needs and keeping in compliance with the new NPDES permit requirements, and the continued increase in schooling, training and employee wage increases for both recruitment of new qualified employees and retention of existing employees. Staff believes that these proposed increases are reasonable because the City has experienced and budgeted for similar increases in the FY2026/27 budget.

The contract amendment proposes an increase in the Management Fee of 4%. The calculation of the requested Management Fee is based upon the same formula outlined above and has been capped at 4%.

As proposed, this amendment will pay a Management Fee of \$210,597 to OMI, and Direct Costs

which include labor and benefits, materials and services of \$1,408,184; the total cost of the contract amendment as proposed will be \$1,618,781 a total increase of 8.0% from the current Contract Amendment No. 2 amount of \$1,498,464. A philosophy of mutual risk/benefit has been maintained in the amendment as the City and OMI will equally split the costs of any increases in electrical, treatment chemical and natural gas costs above the budgeted amount up to 10%. The City remains liable for any electrical rate, treatment chemical and natural gas cost increases above 10%. The City receives half of any savings in Direct Costs from OMI at the end of the contract year.

The terms of the Contract provide an option for the City to limit the annual increase in cost to 4% instead of the proposed 8.0%. Staff does not recommend imposing this limitation to the amendment cost because some of the highest Direct Cost increases are beyond OMI's control, and they are consistent with cost adjustments that the City has made in its own treatment plant (Wicks Water Treatment Plant) and Public Works budgets.

**BUDGET IMPLICATIONS:** The adopted FY2026/27 budget includes \$1,618,781 in line 055-5500-000.31-10 of the Wastewater Fund for the contracted operation of the wastewater treatment plant. The total cost of the proposed contract amendment will be \$1,618,781 and is the amount budgeted for this purpose.

**COUNCIL ALTERNATIVES:**

1. **Staff Recommendation: *Move to authorize the City Manager to sign Amendment No. 3 to the OMI agreement in an amount not to exceed \$1,618,781.***
2. Move to authorize the City Manager to sign Amendment No. 3 to the OMI agreement in an amount not to exceed \$1,558,403, reflecting a 4% increase in cost from the prior year.
3. Deny award of the proposed contract amendment and provide additional direction to staff on how to proceed.

**ATTACHMENTS:**

- Amendment No. 3 To The Amended and Restated Agreement For Operations, Maintenance and Management Services For The City of The Dalles

**AMENDMENT NO. 3**  
**To The**  
**AMENDED AND RESTATED AGREEMENT**  
**For**  
**OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**  
**For**  
**THE CITY OF THE DALLES, OREGON**

This Amendment No. 3 to the Amended and Restated Agreement for Operations, Maintenance, and Management Services for the City of The Dalles (the "Amendment") is made effective this \_\_\_\_ day of \_\_\_\_\_ 2026 by and between the City of The Dalles, Oregon (hereinafter "Owner") whose address for any formal notice is 313 Court Street, The Dalles, Oregon 97058 and Operations Management International, Inc. (hereinafter "OMI") with offices at 7001 E. Belleview Ave., Suite 1000, Denver, CO 80237. Collectively referred to as the "Parties". This is Amendment No. 3 to the Agreement dated July 1, 2023 between the Owner and OMI ("Agreement").

NOW THEREFORE, Owner and OMI agree to amend the Agreement as follows:

1. Appendix B, Subsection B.2.1 is deleted in its entirety and replaced with the following:

B.2.1 Within the design capacity and capability of the Wastewater Treatment Plant ( the "WW Plant"), manage, operate, and maintain the WW Plant so that effluent discharged from the WW Plant meets the requirements of the Clean Water Act and specified in NPDES Permit No. 101728 dated August 1, 2025 unless one or more of the following occurs: (1) WW Plant influent does not contain Adequate Nutrients to support operation of the WW Plant's biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing processes and facilities; (2) dischargers into Owner's sewer system violate any or all regulations as stated in The Dalles Municipal Code Title 4 Sanitation, Chapter 4.8 Sewers and The Dalles Municipal Code Title 4 Sanitation, Chapter 4.12 Pretreatment, and, (3) the flow, influent biochemical demand (BODs,) and/or total suspended solids (TSS) exceeds the WW Plant's design parameters; in which case Appendix C, Section 1.2 specifies responsibilities and remedies.

2. Appendix B, Subsection B.3.2 is deleted in its entirety and replaced with the following:

B.3.2 Conduct a survey of the industrial user base at a frequency and with diligence adequate to ensure proper identification of all industrial users subject to the POTW pretreatment program, but no less than once per calendar year. Notify these industrial users of applicable pretreatment standards in accordance with 40 CFR 403.8(f)(2)(iii). Update, as required, the list of Categorical Industrial Users (CIU) and Significant Industrial Users (SIU) as described in Appendix D according to the definition of CIU and SIU in 40 CFR 403 or the definition in the IPP Implementation Manual, whichever is more stringent. Survey update procedures must ensure that industrial users potentially subject to pretreatment are identified and issued a control mechanism, if required, on a timely basis and no later than six (6) months after receipt of information indicating the user is subject to pretreatment.

3. Appendix B, Subsection B.3.7 is deleted in its entirety and replaced with the following:

B.3.7 Maintain a data management system designed to track the status of the industrial user inventory, discharge characteristics, and compliance in accordance with 40 CFR 403.12(o). Retain all records relating to pretreatment program activities for a minimum of five (5) years.

4. Appendix B, Subsection B.3.10 is deleted in its entirety and replaced with the following:

B.3.10 Prepare and submit to Owner to submit to appropriate regulatory agency, an annual report of Program activities in accordance with the format and timeline requested by the Oregon DEQ.

5. Appendix B, Subsection B.3.13 is deleted in its entirety and replaced with the following:

B.3.13 Categorical and Significant Industries discharging into the collection system and monitored under The Dalles Municipal Code Title 4 Sanction, Chapter 4.12 Pretreatment.

B.3.13.1 AmeriTies West LLC  
100 Tie Plant Road  
The Dalles, OR 97058

B.3.13.2 Design LLC - DLS  
4200 Columbia Road  
The Dalles, OR 97058

B.3.13.3 Design LLC - GOR  
3500 River Road  
The Dalles, OR 97058

B.3.13.4 Design LLC – TLK  
4400 River Trail Way  
The Dalles, OR 97058

B.3.13.5 Hydro Extrusions USA, LLC  
3100 River Road  
The Dalles, OR 97058

6. Appendix B, Subsection B.3.14, is deleted in its entirety and replaced with the following:

B.3.14 Industries discharging into the collection system and monitored under The Dalles Municipal Code Title 4 Sanitation, Chapter 4.12 Pretreatment.

B.3.14.1 280 Earth – Climate GM, LLC  
4375 River Trail Way  
The Dalles, OR 97058

B.3.14.2 Advance Cutting Solutions, Inc. ABN: AAA Metal Fabrication  
3675 Crates Way  
The Dalles, OR 97058

B.3.14.3 Chenowith Water PUD  
2312 W 8<sup>th</sup> Street  
The Dalles, OR 97058

B.3.14.4 Copa Di Vino, Corporation  
901 E 2nd Street  
The Dalles, OR 97058

- B.3.14.5 Lockheed Martin, Corporation  
3850 River Road  
The Dalles, OR 97058
- B.3.14.6 Polehn Farms, Incorporated  
2121 Dry Hollow Road  
The Dalles, OR 97058
- B.3.14.7 Columbia Phytotechnology, LLC ABN POWDERPURE  
250 Steelhead Way  
The Dalles, OR 97058

- 7. Appendix B.3-1 is deleted in its entirety and replaced with the attached APPENDIX B.3-1 INDUSTRIAL SAMPLING.
- 8. Appendix D, Subsection D.2 is deleted in its entirety and replaced with the following:

**D.2 INDUSTRIAL WASTE DISCHARGERS**

Attached to and a part of this Agreement is a listing of all industries (CIUs and SIUs) discharging into the collection system and monitored under The Dalles Municipal Code Title 4 Sanitation, Chapter 4.12 Pretreatment.

<b>Industry Name</b>	<b>Address</b>	<b>Analysis</b>
AmeriTies West LLC	100 Tie Plant Road The Dalles, OR 97058	See Appendix B.3-1
Design LLC - DLS	4200 Columbia Road The Dalles, OR 97058	See Appendix B.3-1
Hydro Extrusions USA, LLC	3100 River Road The Dalles, OR 97058	See Appendix B.3-1
Design LLC – TLK	4400 River Trail Way The Dalles, OR 97058	See Appendix B.3-1
Design LLC - GOR	3500 River Road The Dalles, OR 97058	See Appendix B.3-1

- 9. Appendix E, Subsection E.1.1 is deleted in its entirety and replaced with the following:
  - E.1.1 Owner shall pay to OMI as compensation for services performed under this Agreement an Annual Fee of One Million Six Hundred Eighteen Thousand Seven Hundred Eighty-One Dollars (\$1,618,781) for the contract year commencing July 1, 2026 and ending June 30, 2027. The Annual Fee is the sum of the estimated Total Direct Cost and Management Fee.
- 10. Appendix E, Subsection E.1.2 is deleted in its entirety and replaced with the following:
  - E.1.2 The estimated Total Direct Cost for providing services under this Agreement is One Million Four Hundred Eight Thousand One Hundred Eighty-Four Dollars (\$1,408,184) for the contract year set forth in Appendix E.1.1. This amount shall not include any Costs which would ordinarily be Total Direct Costs but are incurred as result of construction

activities at the Project. Such costs shall be billed to and paid by Owner on a monthly basis, and shall not be considered Total Direct Costs for purposes of Subsections E.1.4 and E.1.5 of this Appendix E.

11. Appendix E, Subsection E.1.3 is deleted in its entirety and replaced with the following:

E.1.3 The Management Fee for providing services under this Agreement is Two Hundred Ten Thousand Five Hundred Ninety-Seven Dollars (\$210,597) for the contract year set forth in Appendix E.1.1. Subsequent years' Management Fee shall be adjusted by the Cost Adjustment Formula shown in E.3.

12. Appendix E, Subsection E.1.4 is deleted in its entirety and replaced with the following:

E.1.4 If the actual Total Direct Cost (exclusive of Repair costs) is less than the estimated Total Direct Cost for any year, then OMI will rebate to Owner fifty percent (50%) of the difference. If the actual Total Direct Cost is more than the estimated Total Direct Cost for any subsequent year of this contract, then the Owner will pay to OMI fifty percent (50%) of the difference.

13. Appendix E, Subsection E.1.5 is deleted in its entirety and replaced with the following:

E.1.5 If the actual Repair costs are less than the Repair limits specified in any year of this Agreement, then OMI will rebate to Owner one hundred percent (100%) of the amount that actual Repairs are less than the limits. If the actual Repair costs are more than the Repair limits specified in any year of this Agreement, then Owner will pay to OMI one hundred percent (100%) of the amount that actual Repairs are more than the limits, excepting OMI's labor.

14. Appendix E, Subsection E.1.8 is deleted in its entirety and replaced with the following:

E.1.8 Changes in the Annual Fee shall be negotiated annually, six (6) months prior to anniversary of the effective date hereof, in alignment with the Owner's annual budget schedule. Annual Fee adjustments shall be negotiated using Labor & Benefits, Electricity, Chemicals, Sludge Hauling, Repairs and Other Direct Costs as the basis of adjustment of the Annual Fee. Owner and OMI agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Annual Fee. In the event that Owner and OMI fail to agree, the Total Direct Costs and Management Fee will both be adjusted using the Adjustment Factor shown in Section E.3. Upon each contract year renegotiation, OMI shall continue to invoice Owner at the previous amount until the new contract year price is agreed upon. Upon written agreement between the parties as to the new contract year annual fee, OMI shall issue an invoice retroactively to the beginning of the contract year adjusting the previous annual fee amount.

15. Appendix E, Subsection E.1.9 is deleted in its entirety and replaced with the following:

E.1.9 The total amount OMI shall be required to pay for Repairs shall not exceed the annual Repairs Limit of One Hundred Twenty-Five Thousand Dollars (\$125,000) for the contract year set forth in Appendix E.1.1. OMI shall provide Owner with a detailed invoice of Repairs over the annual Repairs Limit, and Owner shall pay OMI for all Repairs in excess of such limit. OMI will rebate to Owner the entire amount that the cost of Repairs is less than the annual Repairs Limit.

16. Appendix E, Subsection E.1.10 is deleted in its entirety and replaced with the following:

E.1.10 The Repairs Limit shall be negotiated each year, six (6) months prior to anniversary of the effective date hereof, in alignment with the Owner’s annual budget schedule, and in accordance with Appendix E.1.4 above. Should Owner and OMI fail to agree, the Repairs Limit will be determined by the prior years actual Repairs Cost plus application of the Consumer Price Index (CPI) component of the Annual Fee Adjustment Formula shown in Appendix E.3.

17. Appendix E, Subsection E.1.11 is deleted in its entirety and replaced with the following:

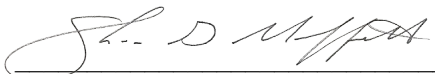
E.1.11 The annual Capital Expenditure Limit of Forty Thousand Dollars (\$40,000) previously allocated to OMI is removed from OMI’s budget. Owner shall maintain Capital Expenditure funding within its own budget and will authorize and manage all Capital Expenditures directly. OMI shall provide the Owner with an annual list of recommended Capital Expenditures by December 1 of each year for planning purposes. All Capital Expenditures shall require written authorization from the Owner prior to incurring any expense.

This Amendment together with the previous Amendments and the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

**Operations Management International, Inc.**  
Authorized Signature

**City of The Dalles, Oregon**  
Authorized Signature



Name: Shawn Moffitt  
Title: Geographic Director of Operations  
Date: June 11, 2026

\_\_\_\_\_  
Name:  
Title:  
Date:

## APPENDIX B.3-1 INDUSTRIAL SAMPLING

The Dalles Industrial Sampling Schedule  
Updated January 2026

Parameter	Flow	BOD	TSS	pH	Temperature	FOG	As	Ag	Cd	CN	Cr	Cu	Hg	Ni	Pb	Mo	Se	Zn	Mn	Fe	Total Chlorine	Chloride	Ammonia	TKN
Unit	gpd	mg/L	mg/L	mg/L	degrees	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L
Sample Type	Reading	C	C	G	Reading	G	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Semi-Annual Sampling Schedule																								
AmeriTies	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X						X
Confidential Client #1 *				X		X		X	X	X		X	X	X	X			X						
Confidential Client #2 *				X		X		X	X	X		X	X	X	X			X						
Confidential Client #3 *				X		X		X	X	X		X	X	X	X			X						
Hydro Extrusions USA, LLC	X		X	X		X	X	X	X	X		X	X	X	X	X	X	X						X

Parameter	Penta chloro phenol	Total PAHs	Fluoride	Aluminum Total	Total Phosphorus	Total Phosphate	Hydrogen sulfide as dissolved sulfide	Acenaphthene	Acenaphthylene	Anthracene	Benzo (b) fluoranthene	Benzo (k) fluoranthene	Fluorene	Naphthalene	Phenanthrene	Arsenic	Document Temperature On Site At Collection Time
Unit	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	
Sample Type	G	C	C	C	C	C	G	G	G	G	G	G	G	G	G	G	
Semi-Annual Sampling Schedule																	
AmeriTies	X	X						X	X	X	X	X	X	X	X		
Confidential Client #1 *						X										X	X
Confidential Client #2 *						X										X	X
Confidential Client #3 *						X										X	X
Hydro Extrusions USA, LLC				X	X												

\*For all Confidential Clients, Owner shall confirm testing requirements prior to any sampling to be performed by OMI.