

**AGENDA**

**REGULAR CITY COUNCIL MEETING**

May 10, 2021

5:30 p.m.

**VIA ZOOM**

<https://zoom.us/j/97678835710?pwd=VzNySHpuS0tENEI3UGhjNEdISDdTQT09>

Meeting ID: 976 7883 5710

Passcode: 356920

Dial: 1 669 900 6833 or 1 253 215 8782

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. PRESENTATIONS/PROCLAMATIONS
  - A. Beautification Committee Report – Tiffany Prince
  - B. School District 21 Enterprise Zone Funding Report – Kara Flath, CFO
6. AUDIENCE PARTICIPATION

During this portion of the meeting, anyone may speak on any subject which does not later appear on the agenda. Five minutes per person will be allowed. If a response by the City is requested, the speaker will be referred to the City Manager for further action. The issue may appear on a future meeting agenda for City Council consideration.
7. CITY MANAGER REPORT
8. CITY ATTORNEY REPORT
9. CITY COUNCIL REPORTS

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**CITY OF THE DALLES**

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

**10. CONSENT AGENDA**

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

- A. Approval of the April 26, 2021 Regular City Council Meeting Minutes
- B. Approval of Resolution No. 21-013 Concurring with the Mayor’s Appointments to Various Committees and Commissions
- C. Resolution No. 21-012 Assessing the Real Property at 761 Richland Court for the Costs of Abatement of Junk, Garbage, and Vegetation

**11. ACTION ITEMS**

- A. Approval of Hangar Lease for Columbia Gorge Community College Training Hangar
- B. General Liability and Property Insurance Renewal

**12. ADJOURNMENT**

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This meeting conducted VIA Zoom

Prepared by/  
Izetta Grossman, CMC  
City Clerk

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**CITY OF THE DALLES**

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



# ***North Wasco County School District***

## ***Enterprise Zone Report***

3/31/2021

### **Mission Statement**

“Graduating all students to be college and career ready; challenging, inspiring, and empowering them to be healthy and productive citizens.”

### **Vision Statement**

“North Wasco is a premier school district. We provide students a rigorous and relevant education with schools performing academically in the top 5% of the nation. Our students are inspired by a talented, innovative, and highly effective staff that values continuous professional growth. Our district graduates citizens who are ethical and motivated to achieve their limitless potential.

North Wasco is fully embraced by the community, reflecting its health and well-being.”

### **Board & District Goals**

1. Provide a safe and healthy educational environment.
2. Provide curriculum choices that challenge every student.
3. Increase academic achievement district-wide with special emphasis on reading, writing and mathematics gains for each student.
4. Provide involvement strategies that engage all parents.
5. Encourage effective community partnerships.



*Recap of Funds*

The district is appreciative to receive enterprise zone funds through an agreement with the city and county. The district began receiving \$240,000 per year in FY 2017 and the agreement provides the funds for a span of 15 years. Since then, the district was able to complete some wonderful projects that normally would not be affordable given the financial landscape. First, here is a recap of the funds received and spent year to date:

|                | Revenues           | Expenditures     | Cumulative Balance |
|----------------|--------------------|------------------|--------------------|
| <b>FY 2017</b> | \$240,000          | \$286,467        | (\$46,467)         |
| <b>FY 2018</b> | \$240,000          | \$231,163        | (\$37,630)         |
| <b>FY 2019</b> | \$240,000          | \$5,538          | \$196,833          |
| <b>FY 2020</b> | \$240,000          | \$0              | \$436,833          |
| <b>FY 2021</b> | \$240,000          | \$143,452        | <b>\$533,380</b>   |
| <b>Totals</b>  | <b>\$1,200,000</b> | <b>\$666,620</b> |                    |

The cumulative balance for the enterprise funds at the district is \$533,380. A portion of these funds were set aside for a traffic pattern remodel at Dry Hollow Elementary in collaboration with the city. However, the project will not move forward at this point.

Here is a list of the projects spent with enterprise zone funds expected to be completed and completed to date by the district:

| Fiscal Year           | Projects Requested   | Budgeted Amount      | Actual Amount       |
|-----------------------|--|----------------------|---------------------|
| FY 2017 & 2018        | High School Mascot Change (Uniforms, painting gym, refinish floor gym, scoreboard) | \$ 190,159.68        | \$194,618.65        |
| FY 2017               | Painting Chenowith Elementary School   | \$ 71,935.00         | \$ 71,935.00        |
| FY 2017               | Colonel Wright Elementary play area repair/seal/stripe                             | \$8,245.00           | \$ 8,245.00         |
| FY 2017               | Facilities Building parking lot repair/seal/stripe                                 | \$13,424.35          | \$13,424.35         |
| FY 2018 & 2019        | Mecho Shade Screens all schools  | \$221,072.97         | \$213,407.00        |
| FY 2019 & 2020 & 2021 | Dry Hollow Drop off/Pick up Students alterations and repairs                       | \$240,000.00         | \$70,211.10         |
| FY 2020 & 2021        | Chenowith Elementary Parking Lot Repairs   | \$20,000.00          | \$15,720.63         |
| FY 2020 & 2021        | Colonel Wright Elementary playground field finishing                               | \$85,000.00          | \$79,057.99         |
|                       | <b>Totals</b>  | <b>\$ 849,837.00</b> | <b>\$666,619.72</b> |

*Projects Completed*

**Mecho Shades:**

In 2017 the district embarked on replacing the window coverings in the schools as part of the curb appeal projects. New Mecho Shades were installed on all exterior school building windows. This enhanced the outward appearance as well as adding a visual barrier to help enhance the security of our schools.



*WAH Classroom*



*TDHS Library*



*CWE Office*



*DHE Classroom*

**Dry Hollow parking lot alterations and repairs:**

The district worked with the city on a plan to enhance the drop off and pick up of students with the layout patterns; however, only a portion of the project moved forward at this time. The city was anticipating additional funds to help with a more substantial remodel of the street, but that funding has



not been allocated to date. The district did move forward with repairs and remodel of the existing parking lot. The area was graded in order to place additional parking and add a new drop off circle.

Here was the initial plan and layout for Dry Hollow:



*Initial layout*



*Final Conceptual Layout*

Here are some of the improvements actually made to the upper parking lot at Dry Hollow:



*DHE Front Entrance (building painted) and Parking Lot*

**Colonel Wright Fencing, Repairs, and Field Finishing Projects:**

The district demoed the old irrigation system, remove top layer of soil/weeds, installed new water supply and meter, installed new irrigation, and installed new sod and fencing around the barren field. The district also installed new rod iron fencing along front and sides of school entrance, installed new locking gates, and enclosed all other areas of the school with new gates and fencing to assist with keeping students safe.



*CWE Field Before Sod*



*CWE Field After Sod*



*CWE Rod Iron Fencing Along 14th Street*



*New Rod Iron Locking Gate at CWE*



*CWE Parking Lot Entrance*



### **Chenowith Elementary Repainting and Parking Lot Remodel:**

The district closed off a portion of the parking lot at Chenowith Elementary to assist with traffic flow and repainted the building. The parking lot was refinished with striping.



*CES Parking Lot*

### ***Plans for Next Fiscal Year:***

The current cumulative balance \$533,380 plus next year's revenue of \$240,000 will provide for a total balance of up to \$773,380 available for next year, depending on any outstanding invoices. Please keep in mind, any remodel projects are costly so these funds may look like a substantial amount, but in preparing for future projects, the cost of replacing one roof will take majority if not all of those funds. The most recent facilities inventory plan shows the district is facing a need for repairs up to \$41 million in the next 5 years just to maintain the existing facilities.

The district is now at a pivotal time to either plan for major repairs or replace some schools with new buildings. As many already know, a new superintendent will begin on July 1<sup>st</sup> so at this time the district would like to begin work on facilities planning with a new superintendent and maintain flexibility to repair schools as major projects come up, such as a possible roof repair at Chenowith Elementary school, until a plan is developed.

Questions or concerns about this report can be directed to the CFO, Kara Flath, at [flathk@nwasco.k12.or.us](mailto:flathk@nwasco.k12.or.us) or 541-506-3424.





## AGENDA STAFF REPORT

**AGENDA LOCATION:** Item #10 A-C

**MEETING DATE:** May 10, 2021

**TO:** Honorable Mayor and City Council

**FROM:** Izetta Grossman, CMC, City Clerk

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

- A. **ITEM:** Approval of the April 26, 2021 Regular City Council Meeting Minutes.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The minutes of the April 26, 2021 Regular City Council meeting have been prepared and are submitted for review and approval.

**RECOMMENDATION:** That City Council review and approve the minutes of the April 26, 2021 Regular City Council meeting minutes.

- B. **ITEM:** Resolution No. 21-013 Concurring with Mayor's Appointments to Various Commissions and Committees

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The Mayor has met with the reappointed Commission Members and they have agreed to reappointment.

**RECOMMENDATION:** That City Council approve Resolution No. 21-013 Concurring with the Mayor's Appointments.

- C. **ITEM**: Resolution No. 21-012 Assessing the Real Property at 761 Richland Court for the Costs of Abatement of Junk, Garbage, and Vegetation

**BUDGET IMPLICATIONS**: None.

**SYNOPSIS**: The notices have been given, the property abated, and the assessment has not been paid within the timeframe allowed. The next step is to place a lien on the property.

**RECOMMENDATION**: That City Council approve Resolution No. 21-012 Assessing the Real Property at 761 Richland Court for the Costs of Abatement of Junk, Garbage, and Vegetation.

MINUTES

CITY COUNCIL MEETING

April 26, 2021

5:30 p.m.

VIA ZOOM

LIVESTREAM VIA City website

**PRESIDING:** Mayor Richard Mays

**COUNCIL PRESENT:** Darcy Long-Curtiss, Tim McGlothlin, Rod Runyon, Scott Randall,  
Dan Richardson

**COUNCIL ABSENT:** None

**STAFF PRESENT:** City Manager Julie Krueger, City Clerk Izetta Grossman, Finance  
Director Angie Wilson, Community Development Director Alice  
Cannon, Public Works Director Dave Anderson, Human Resources  
Director Daniel Hunter, Senior Planner Dawn Hert

**CALL TO ORDER**

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

**ROLL CALL OF COUNCIL**

Roll Call was conducted by City Clerk Grossman. All Councilors present.

**PLEDGE OF ALLEGIANCE**

Mayor Mays asked Councilor Long-Curtiss to lead the Pledge of Allegiance.

Councilor Long-Curtiss invited the audience to join in the Pledge of Allegiance.

## MINUTES

Regular City Council Meeting

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### **APPROVAL OF AGENDA**

It was moved by Long-Curtiss and seconded by McGlothlin to approve the agenda as submitted. The motion carried 5 to 0; Long-Curtiss, McGlothlin, Runyon, Richardson, Randall voting in favor; none opposed.

### **PRESENTATIONS PROCLAMATIONS**

#### Art and Design Committee – Progress Update Scott Stephenson, The Dalles Art Center

Stephenson explained the Committee was part of The Dalles Art Center under contract with the City for creating art in The Dalles.

He said the first project was the All Together The Dalles Mural. He showed a video done by the former Wahtonka School (now Riverbend School) students. He said the project was created in collaboration with the Art and Design Committee; City of The Dalles; Chronicle Building owner Barrett Smith; The Dalles Mural Society.

He said they were working with Dawn Hert on an app being developed by AutoCast incorporating the walking tour and the mural. Stephenson said the website address was [www.alltogetherthedalles.com](http://www.alltogetherthedalles.com) He said the website shows the history of each building, and has a blog.

Stephenson said the next project was creating a pocket park on a corner of the Discount's Plus parking lot. He said the idea is to create a community project using The People's Forge Project. He said due to the community interaction necessary at an event, the project was put on hold due to COVID-19.

Stephenson explained a "backdrop" sculpture was created, then blacksmiths set up forges at an event (think Cherry Festival, Neon Nights) and lead individuals hammering out pieces that will become part of the sculpture. He said the funding would be from the fiscal year 20-21 budget and part of the fiscal year 21-22 budget.

### **CITY MANAGER REPORT**

City Manger Julie Krueger introduced the new Police Chief Tom Worthy.

Worthy thanked the City Manager for having faith in him and providing the opportunity to lead a fine police department. He thanked outgoing Chief Ashmore for the transfer of knowledge and for being a great mentor.



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Worthy said the Police Department was here to serve and keep the community safe.

City Manager Julie Krueger reported the Public Works Director was working with ODOT Region 4 on a safety grant to widen Sixth Street. She said the City received notice of award of \$1 million grant. She said it would be about a year before the project would be started.

She reported an E-scooter company was interested in coming to The Dalles. She said the company would be going to the Traffic Safety Commission first, and then presenting to the Council. She said that a slower approach was being taken to make sure it was a good fit for the community.

Krueger reported the Brownfields Grant, started by Mr. Klebes, had been moved to Public Works and an advisory committee was being formed.

She reminded Council that Budget Meetings begin May 3, 2021 at 5:30pm.

### **CITY ATTORNEY REPORT**

Legal Counsel Jonathan Kara reported working on:

- Urban Renewal Meeting
  - Addendum for Recreation Building Agreement
- Land Use and Development Amendment
- Airport Board Meetings
  - Working on Development Standard

### **CITY COUNCIL REPORTS**

Councilor Runyon reported:

- Wasco County Commission- Gorge issues & 2nd Amendment discussion
- Q-Life - Budget meeting. Discussion and some research on the city's wi-fi
- National Guard Deployment - Delta Troop 182nd Cav.
- Regional Resource Network on Ballot Measure 110 on Mental Health grant funds
- Swearing in of new Police Chief Tom Worth

Councilor Runyon thanked Chief Ashmore for his service.

Councilor Long-Curtiss reported:

- Served as Chair of the Urban Renewal Budget Committee
- Warming Shelter now a Transitional Shelter – she was no longer on staff

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Councilor Long-Curtiss said she would like Council to continue to work on the Mental Health Crisis. She said she had worked with Chief Ashmore on getting a commitment hearing for a homeless person, but the standards were so high he didn't qualify.

Councilor Richardson reported:

- Constituent conversations
- Urban Renewal meeting
- Community Outreach Team meeting

Councilor McGlothlin reported:

- Airport Board meeting:
  - Manager applying for a grant for fencing from Klickitat County
  - Lease Agreement with Columbia Gorge Community College – Training Hangar

Mayor Mays presented outgoing Chief Patrick Ashmore with a plaque recognizing his service to the City of The Dalles. The Mayor thanked Ashmore for his service and the culture he created for The Dalles, job well done.

McGlothlin read "Heroes Who Walk Among Us" He said Chief Ashmore was a true hero.

City Manager Krueger thanked Ashmore for stepping up to come back to his home town and creating that culture.

Ashmore said The Dalles was his home and he would stay involved. He thanked the Council for their support of law enforcement. He said being the Chief was a blast.

## **CONSENT AGENDA**

Councilor Long- Curtiss requested item #3 be moved to an action item for discussion.

It was moved by Richardson and seconded by McGlothlin to approve the Consent Agenda as amended. The motion carried 5 to 0; Richardson, McGlothlin, Long-Curtiss, Runyon, Randall voting in favor; none opposed.

Items approved on the consent agenda were: 1) The minutes of the April 12, 2021 Regular City Council Meeting; 2) Resolution No. 21-011 Concurring with the Mayor's Appointments to Various Commissions and Committees.

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### **PUBLIC HEARINGS**

Public Hearing to consider annexation (ANX #74-21 & ANX #77-21) of two properties located in the 1400 Block of West 13th Street

Mayor Mays opened the Public Hearing.

Community Development Director Alice Cannon reviewed the staff report.

Mayor Mays asked for public testimony. Hearing none he closed the public hearing.

It was moved by McGlothlin and seconded by Randall to approve the proposed consent annexations for two properties located in the 1400 block of West 13th, as detailed in application ANX#74-21, and ANX#77-21 and direct staff to prepare an ordinance declaring the properties to be annexed, for adoption at a Council meeting in May 2021. The motion carried 5 to 0; Richardson, McGlothlin, Long-Curtiss, Runyon, Randall voting in favor; none opposed.

Public Hearing to consider annexation (ANX #76-21) of properties located in the 2500 Block of East 17th and 18th Streets, further described as: 1N 13E 11A, tax lots 1400, 1500, 1501, 1502, and 1503

Mayor Mays opened the Public Hearing.

Community Development Director Alice Cannon reviewed the staff report.

Mayor Mays asked for public testimony. Hearing none he closed the public hearing.

It was moved by Long-Curtiss and seconded by Richardson to approve the proposed consent annexations for properties located in the 2500 block of East 17<sup>th</sup> and East 18<sup>th</sup> Streets, as detailed in application ANX#76-21, and direct staff to prepare an ordinance declaring the properties to be annexed, for adoption at a Council meeting in May 2021. The motion carried 5 to 0; Long-Curtiss, Richardson, Randall, Runyon, McGlothlin voting in favor; none opposed.

Public Hearing to consider annexation (ANX #75-21) of two properties located in the 2800 Block of East 10th and 12th Streets, further described as 1N 13E 1C, tax lots 200 and 201

Mayor Mays opened the Public Hearing.

Community Development Director Alice Cannon reviewed the staff report.

Mayor Mays asked for public testimony. Hearing none he closed the public hearing.

It was moved by Randall and seconded by McGlothlin to approve the proposed consent annexations for two properties located in the 2800 block of East 10th and 12th Streets, as detailed in application ANX#75-21 and direct staff to prepare an ordinance declaring the properties to be annexed, for adoption at a Council meeting in May 2021. The motion carried 5 to 0; Randall, McGlothlin, Long-Curtiss, Runyon, Richardson voting in favor; none opposed.

### **CONTRACT REVIEW BOARD ACTIONS**

#### **Authorization to award Contract No. 20-009 Dog River Pipeline Replacement Design Professional Services**

Public Works Director Dave Anderson reviewed the staff report.

Richardson asked for the length of the pipeline. Anderson said the existing pipeline was 3.5 miles. He added that one of the design elements would be to shorten it.

Richardson asked for the timeline. Anderson said the construction bid would go out March 2022, with targeted completion in 2023.

It was moved by McGlothlin and seconded by Richardson to authorize the City Manager to enter into contract with Jacobs Engineering Group in an amount not to exceed \$1,822,442 for Contract No. 2020-009, the Dog River Pipeline Replacement Design Project. The motion carried 5 to 0; McGlothlin, Richardson, Randall, Runyon, Long-Curtiss voting in favor; none opposed.

### **ACTION ITEMS**

#### **Approval of Annual Tourism Report and Proposed Budget**

The Dalles Area Chamber of Commerce President/CEO Lisa Farquharson reviewed the report.

Runyon said he had heard that the Cruise Ship contract would be going back to the Chamber.

Farquharson said there had been conversations between herself and Sarah Mall at Main Street. She said she was excited for the collaboration.

Runyon asked why not all of the hotel numbers were tracked.

Farquharson said the numbers came from Travel Oregon, they have a contract that works with a



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set number of hotels.

She said she was still being cautious going forward. She said she was working on a digital campaign that would be launching soon. She said she was working with Wasco County on a campaign to encourage vaccinations, mask wearing and social distancing.

She said the FAM Tours (Familiarization Tours) would continue. She said it was a very effective way to get feature stories.

Richardson asked how much of the Chamber total budget did the tourism represent. Farquharson said about one quarter to one half.

Richardson asked how much of the tourism budget is TRT funds. City Manager Krueger said the tourism budget was paid with 100% TRT funds.

Richardson said it might be time for another work session to review Council goals for those funds. City Manager Krueger said that could be done. She said about 75% of normal TRT funds go to tourism.

Richardson asked why billboards had been dropped from the plan. Farquharson said that billboards are expensive, to have them in a prime location – such as Troutdale – is beyond the budget. She said she felt there was a better return on investment.

Long-Curtiss said she appreciated the tracking of how the funds were spent and the return on investment.

It was moved by Randall and seconded by Long-Curtiss to approve the proposed tourism work scope and budget with Chamber of Commerce in the amount of \$245,000. The motion carried 5 to 0; Randall, Long-Curtiss, Runyon, Richardson, McGlothlin voting in favor; none opposed.

Approval of Resolution No. 21-010 Authorizing Transfers of Budgeted Amounts Between Categories of The General Fund of the City Of The Dalles Adopted Budget, Making Appropriations and Authorizing Expenditures for Fiscal Year Ending June 30, 2021

Finance Director Angie Wilson reviewed the staff report.

It was moved by McGlothlin and seconded by Randall to adopt Resolution No. 21-010 Authorizing Transfers of Funds between Departments of the General Fund of the City of The Dalles Budget, Making Appropriations and Authorizing Expenditures for Fiscal Year Ending June 30, 2021. The motion carried 5 to 0; McGlothlin, Randall, Richardson, Runyon, Long-Curtiss

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voting in favor; none opposed.

Resolution No. 21-012 Assessing the Real Property Located at 761 Richland Court for Costs of Abatement of Junk

Long-Curtiss said she had asked for the resolution to be pulled from the consent agenda due to a number of clerical errors in the resolution.

City Manager Krueger apologized and said she would like to pull the item and bring it back to Council with corrections at the next meeting.

**ADJOURNMENT**

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

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Submitted by/  
Izetta Grossman, CMC  
City Clerk

SIGNED:

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

ATTEST:

\_\_\_\_\_  
Izetta Grossman, CMC City Clerk

**RESOLUTION NO. 21-013**

**A RESOLUTION CONCURRING WITH THE MAYOR'S APPOINTMENTS  
TO VARIOUS COMMISSIONS AND COMMITTEES**

**WHEREAS**, there Donna Lawrence resigned from the Museum Commission; and Forest Ercole's term is expiring on the Historic Landmarks Commission; and

**WHEREAS**, the Mayor has elected to appoint Julie Reynolds to fill the position on the Museum Commission and reappoint Forest Ercole Historic Landmarks Commission;

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

Section 1. The City Council concurs with the appointment of:

Julie Reynolds to the Museum Commission with a term to expire April 30, 2024; and

Forest Ercole's reappointment to the Historic Landmarks Commission with a term to expires May 31, 2025.

Section 2. This Resolution shall be effective May 10, 2021.

**PASSED AND ADOPTED THIS 10<sup>th</sup> DAY OF MAY, 2021.**

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

**AND APPROVED BY THE MAYOR THIS 10<sup>th</sup> DAY OF MAY, 2021.**

SIGNED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
  
Richard A. Mays, Mayor Izetta Grossman, CMC, City Clerk

**RESOLUTION NO. 20-012**

**A RESOLUTION ASSESSING THE REAL PROPERTY LOCATED AT  
761 RICHLAND COURT FOR THE COSTS OF ABATEMENT OF  
JUNK, GARBAGE, and VEGETATION**

**WHEREAS**, the City Code Enforcement Officer, posted a Notice to Abate Nuisance upon the following listed property on the date shown below;

| <u>Property</u>    | <u>Assessor's Map No.</u> | <u>Date of Posting</u> |
|--------------------|---------------------------|------------------------|
| 761 Richland Court | 2N 13E 29 DC 5900         | March 3, 2021          |

and

**WHEREAS**, the following persons are the owner of the following listed property;

| <u>Property</u>    | <u>Owner</u> |
|--------------------|--------------|
| 761 Richland Court | Keith Bright |

and

**WHEREAS**, the Notice to Abate Nuisance required the removal of junk from the listed property pursuant to the provisions of Section 5.04.110 of The Dalles Municipal Code; and

**WHEREAS**, the Notice to Abate Nuisance further provided that 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; and

**WHEREAS**, as a result of the owner's failure to abate the nuisance conditions on the property, the City hired the following listed contractor, who abated the nuisance conditions on the date listed below, for the cost listed below;

| <u>Property</u>    | <u>Contractor</u> | <u>Date of Abatement</u> | <u>Cost</u> |
|--------------------|-------------------|--------------------------|-------------|
| 761 Richland Court | FLI Landscape     | March 19, 2021           | \$3950.00   |

and

**WHEREAS**, pursuant to Section 5.04.170 of The Dalles Municipal Code, on March 25, 2021 the City Clerk sent a Notice of Assessment by certified mail to Keith Bright advising him that the total cost of the assessment for the property was \$4450.00, which included a \$500.00



administrative fee required by Section 5.04.160(C) of The Dalles Municipal Code, and that the listed sum would become a lien upon the property if the amount was not paid by April 9, 2021 by Keith Bright; and

**WHEREAS**, the March 25, 2021 Notice of Assessment to Mr. Bright advised them they had until March 30, 2021 to file any objections to the proposed assessment; and

**WHEREAS**, Mr. Bright failed to file any objection by the stated deadline, and failed to pay the balance of the assessment by the deadline listed in the Notice of Assessment, and the City Council finds that the statement of the amount of the proposed assessment is correct, and that no reason exists to justify any delay in proceeding with the imposition of a lien upon the property for the cost of the assessment;

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

Section 1. Assessment. The cost of the abatement of the nuisance conditions consisting of the removal of junk for the property located at 761 Richland Court, is assessed upon the following property:

| <u>Name/Address</u>  | <u>Description</u> | <u>Final Assessment</u> |
|--|--------------------|-------------------------|
| Keith Bright<br>761 Richland Court<br>The Dalles, OR 97058 | 2N 13E 29 DC 5900  | \$4450.00               |

The legal description for the property is shown in the attached 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 name of the owners or statement that 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 State law for enforcement of liens and collection of assessments.

Section 4. Effective Date. This Resolution shall be effective as of May 10, 2021.

**PASSED AND ADOPTED THIS 10<sup>th</sup> DAY OF MAY, 2021.**

Voting Yes, Councilors: \_\_\_\_\_

Voting No, Councilors: \_\_\_\_\_

Absent, Councilors: \_\_\_\_\_

Abstaining, Councilors: \_\_\_\_\_

**AND APPROVED BY THE MAYOR THIS 10<sup>th</sup> DAY OF MAY, 2021.**

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

Attest:

\_\_\_\_\_  
Izetta Grossman, CMC, City Clerk

EXHIBIT "A"  
Legal Description for 761 Richland Court

SNIPES ACRES  
BG ON W BDY TR 13 AT A PT 150 FT S OF  
NW COR SD TR & E 75 FT FM W LI SD TR  
FOR THE TPOB;  
TH CONTINUE E 75 FT;  
TH N 65 FT;  
TH W 75 FT;  
TH S 65 FT TO POB.





PO Box 285 • Dallesport • Washington • 98617-0285  
• Airport Management • 509-767-2272  
manager@flycgra.com

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## **AGENDA STAFF REPORT**

### **AGENDA LOCATION: Action Item #11A**

**MEETING DATE:** May 10, 2021

**TO:** Honorable Mayor and City Council

**FROM:** David Rasmussen, Airport Manager

**ISSUE:** Columbia Gorge Community College Training Hangar Lease

**BACKGROUND:** Klickitat County in partnership with The City of The Dalles and Columbia Gorge Community College are in the process of applying for a Federal EDA grant to expand utilities to four additional aviation lots in the CGRA business park and construct a flex space hangar. A portion of this flex space hangar will be used by CGCC as part of their Aviation Maintenance Technician training program. Feedback from the EDA review committee suggested that a lease between CGRA and CGCC be included to show the financial value and serious intentions of all parties for the project.

**BUDGET IMPLICATIONS:** Increased monthly rental income from half of flex space hangar.

**COUNCIL ALTERNATIVES:**

1. **Staff recommendation:** *Move to approve a hangar lease with Columbia Gorge Community College contingent upon approval by Klickitat County and EDA grant funding.*
2. Move to approve CGCC hangar lease with following changes contingent upon EDA grant funding.
3. Move to take no action.

**LEASE FOR TRAINING HANGAR**  
COLUMBIA GORGE  
COMMUNITY COLLEGE

**LESSOR:** The real property and CGCC Aviation Maintenance Training Hangar facility are jointly owned by the City of The Dalles, a municipal corporation of the State of Oregon, and Klickitat County, a municipal corporation of the State of Washington, located at the Columbia Gorge Regional Airport (“CGRA”), 45 Airport Way, Dallesport, Washington, 98617, said City and County hereinafter collectively referred to as the “**Lessor**”.

**LESSEE:** Columbia Gorge Community College (“CGCC”)  
400 East Scenic Drive  
The Dalles, OR. 97058

**Lessor** leases to **Lessee**, and **Lessee** leases from **Lessor**, the Aviation Maintenance Training Hangar (“Premises”), which Building is located on Lot 22 as shown in the Binding Site Plan BASP2013-02, a copy of which is attached hereto and by this reference incorporated herein, on the terms and conditions stated below.

Section 1. Term. This Lease shall commence on July 1, 2022, and continue through June 30, 2052, unless sooner terminated as provided in this Lease.

Section 2. Rent. **Lessee** shall pay to **Lessor** as rent the sum of eight thousand five-hundred dollars per month (**\$8,500.00/month**). For the first ten years of this lease, the rent will increase 3% every two years in accordance with the Portland, Oregon Consumer Price Index. If **Lessee** wishes to add additional improvements to the structure, **Lessee** and **Lessor** will negotiate an appropriate increase to the monthly rate effective upon executing an addendum to this contract describing the improvements to be made along with the new lease rate. Upon completion of the tenth year, **Lessor** and **Lessee** shall determine, subject to Section 2.1, an appropriate annual rent schedule for the remainder of this Lease Agreement. Rent shall be payable on the first day of each month, in advance, at such place as may be designated by **Lessor**, except rent for the first and last months shall be paid upon the execution of this Lease. The rent for the month of June 2022 shall be prorated based upon the number of days of occupancy by **Lessee** during that month.

- 2.1 The amounts of the monthly rent referenced above were established after consideration of the Airport’s costs and needs for operation, inflation, taxes, the fair market value of the Leased Premises and the demand for rental space at the Airport. These amounts further recognize the value and benefit that shall accrue to Columbia Gorge Regional Airport and the aviation industry as a whole through the intended use of the hangar for aviation maintenance training by CGCC. The term “fair market rental value” means the most probable Lease rate in terms of money which the Premises, including those improvements thereon owned or extended by **Lessor**, would bring if exposed for Lease on the open market, with a reasonable time allowed to find a tenant, leased with full knowledge of the highest and best use of which the Premises could be put consistent with the then-most current Airport Master Plan, County and City Comprehensive Plans, and Federal Aviation Administration (“FAA”) regulations.

- 2.2 Execution of this lease is contingent upon funding award by the United States Department of Commerce Economic Development Administration (“EDA”) for the purposes of training hangar capital construction and other infrastructure improvements as described in EDA Proposal xxxxxxxxxx submitted by Klickitat County and City of The Dalles.

Section 3. Use of the Premises.

- 3.1 Permitted Use. The Premises shall be used for the following purposes:

Aviation Maintenance training by CGCC, as established in 14 C.F.R. Part 147 (“Airframe and Powerplant”) as administered by the FAA and subject to all related requirements of the FAA. All activities associated with this Lease shall take place in or immediately adjacent to the Premises.

- 3.2 Restrictions on Use. In connection with the use of the Premises, **Lessee** shall:

- 3.2.1 Conform to all applicable laws and regulations of any public authority affecting the Premises and the use. Upon written request, **Lessee** agrees to provide **Lessor** and/or the EDA with any document, evidence, or report in **Lessee**’s possession to the extent the same is reasonably required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.
- 3.2.2 Refrain from any use other than the permitted use that would be reasonably offensive to other tenants or owners or users of neighboring Premises, or that would create a legal nuisance. **Lessor** acknowledges noise and some odors are inherent in the maintenance of **Lessee**’s aircraft and agrees the presence of such noise and odors shall not constitute a breach of this Lease or a violation of **Lessor**’s rules and regulations.
- 3.2.3 Refrain from making any marks on, or attaching any sign, insignia, antenna, aerial or other device to the exterior or the interior walls or roof of the Premises without the written consent of **Lessor**. Notwithstanding the foregoing, **Lessee** shall have the right to place signage on the exterior of the Premises that identifies **Lessee**’s training program using **Lessee**’s college logo and is otherwise consistent in size and style with the exterior signage of other tenants. Further, **Lessor** hereby consents to the attaching of photographs, certificates, diplomas, artwork and other customary office interior wall attachments. All signs, insignia, antenna, aerial or other device affixed to the exterior of the Premises will comply with FAA, state, and local regulation.
- 3.2.4 **Lessee** shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises or into the stormwater system at the Airport (except for dispositions and releases permitted under applicable law resulting from the operation of the Premises for the Permitted use). In the event **Lessee** has any pollutant-generating material, processes and/or products which are exposed to stormwater, **Lessee** shall

comply with the requirements of applicable law, which may include an obligation to contact the Washington Department of Ecology (“DOE”) for an evaluation of whether coverage under DOE’s Industrial Stormwater General Permit is required. **Lessee** may store such Hazardous Substances on the Premises only in quantities necessary to satisfy **Lessee**’s reasonably anticipated needs. **Lessee** shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises, subject to the requirement for efficient operation of the Premises for the Permitted Use. Upon the expiration or termination of this Lease, **Lessee** shall remove all of its Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. **Lessee** shall maintain for the duration of the Lease term “Material Safety Data Sheets” for all hazardous substances used or stored on the Premises in a place known and accessible to the **Lessor** and the Airport Managers.

Notwithstanding the foregoing, **Lessor** shall be solely responsible for, and **Lessee** shall have no liability with respect to, any Hazardous Substances on, under, or within the Premises not introduced by **Lessee** or its agents, employees, or contractors.

- 3.2.5 Use by **Lessee** of heaters, air conditioners, freezers, or air compressors for power tools are limited to what is reasonably required for the use of premises specifically mentioned in Section 3.1 of this Agreement. Notwithstanding the foregoing, the following are approved for use in the Premises by **Lessee**: (i) FAA certified engine heaters installed on the aircraft engine(s) or approved for external use on the aircraft engine(s) in compliance with FAA regulations; and (ii) air compressors used for aircraft maintenance.
- 3.2.6 Only aircraft owned, leased, or operated by **Lessee** may be stored upon the Leased Premises. Notwithstanding the foregoing sentence, the Airport, including its fixed-base operator, may store aircraft upon the Leased Premises subject to the following conditions: (a) the fixed-base operator enjoys first right to store aircraft upon the Leased Premises only if hangar space is otherwise unavailable on the Airport and **Lessee** reasonably consents, in writing, to the occupancy; and (b) in the event the fixed-base operator exercises its right to store aircraft upon the Leased Premises, **Lessor** and **Lessee** shall evenly split the reasonable rental fee for the space assessed against the fixed-base operator, as determined by **Lessor**.



- 3.2.7 Aircraft washing will be allowed either in a designated area established by the Airport Manager, or inside the facility during winter months when weather conditions would prevent washing of the aircraft.
- 3.2.8 All fueling must be provided by the authorized/designated “Aviation Fuel Provider” established by the Airport Manager.
- 3.3.9 **Lessee** agrees to observe and obey all non-discriminatory policies, rules, and regulations promulgated and enforced by **Lessor** and any other appropriate authority having jurisdiction over the Airport and the Premises described in this Lease, during the term of this Lease. **Lessee**, its employees, and agents, shall faithfully observe and apply the rules and regulations. Rules and regulations are defined, but not limited to, the “Columbia Gorge Regional Airport Rules and Regulations and Minimum Standards for Commercial Aeronautical Activities,” approved as of April 1, 2007, a copy of which is on file at the Airport Manager’s Office. In the event of any conflict between the rules and regulations promulgated and enforced by **Lessor** and the express terms of this Lease, the terms of this Lease shall control. In no event may **Lessor** implement new rules and regulations, or amend or modify the existing rules and regulations, to materially increase **Lessee**’s obligations or liabilities, or to materially reduce **Lessee**’s rights under this Lease.

Section 4. Purpose and Non-Discrimination. **Lessor** and **Lessee** acknowledge that the Leased Premises were improved with a grant award from the EDA, Project No. **XX-XX-XXXXXX** (the “Award”), and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, **Lessor** and **Lessee**, and their successors and assigns, agree as follows:

- 4.1 The Leased Premises must be used in a manner consistent with the authorized general and specific purposes of the financial assistance award including non-relocation, adequate consideration, and environmental compliance. The Leased Premises must also be used in accordance with the EDA Agreement and Mortgage (recorded in Klickitat County as Auditor Document Number 1 125176), and the Award terms and conditions. Further, the Leased Premises may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. Part 302.20 or for inherently religious activities prohibited by applicable federal law. In particular, **Lessee** may not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age, or physical or mental disability.
- 4.2 Notwithstanding any language to the contrary contained in this Lease, **Lessor** shall be solely responsible for, and **Lessee** shall have no obligation with respect to, laws, codes or regulations relating generally to buildings (as opposed to **Lessee**’s particular or unusual use of the Premises) requiring structural changes to the Premises including, but not limited to, structural changes generally applicable under building and fire codes.

Section 5. Repairs, Maintenance, and Inspection.

- 5.1 Except for repairs necessitated by the use of the Leased Premises by **Lessee**, its agents, employees, and/or invitees, **Lessor** shall maintain the Premises in a condition which is equivalent or better than the condition which existed at the time of execution of this Agreement. **Lessee** agrees to keep the Premises in a neat, clean, and proper condition at all times. Any repair to the Premises, including repairs to major structural parts, which are required as a result of an act of the **Lessee**, its agents, employees or contractors, or any business visitor or invitee, shall be the responsibility of the **Lessee** subject to the provisions in this Lease dealing with waiver of subrogation. All other repairs to the Premises, including capital repairs and replacements and repairs to major structural parts, shall be the responsibility of the **Lessor**. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, **Lessor** shall not cause unreasonable interference with use of the Premises by **Lessee**. **Lessor** represents and warrants that the Premises have been built, and are currently, in compliance with all applicable building codes.
- 5.2 Upon reasonable advance notice to **Lessee** (except in the event of an emergency), **Lessor**, its agents, or local government authorities shall have the right to inspect the Premises for any reasonable purpose at any time. If the inspection reveals a condition or conditions which **Lessee** has the responsibility to repair, **Lessee** agrees to take immediate action to make such repairs upon written notice being given by **Lessor**. If the inspection determines that the **Lessor** is responsible for the repairs, the **Lessor** shall take immediate action to correct them. For repairs not discovered during an inspection by **Lessor**, if the **Lessor** is notified by **Lessee** in writing of the necessity of maintenance or repairs the duty of **Lessor** to make such repairs shall not mature until a reasonable time after **Lessor** has been in receipt of such notice.

#### Section 6. Insurance.

- 6.1 Insurance Required. **Lessor** shall keep the Premises insured at **Lessor**'s expense against fire and other risks covered by a standard comprehensive fire and liability insurance policy covering the full replacement cost of the Premises and the building in which it is situated. **Lessee** shall carry similar insurance insuring the personal property of Tenant on the Premises against such risks.
- 6.2 Liability Insurance. **Lessee** shall carry the following insurance at **Lessee**'s cost: commercial general liability insurance with a responsible company with limits of not less than two million dollars (**\$2,000,000.00**) on a combined single limit basis and fire insurance with an extended coverage endorsement covering **Lessee**'s improvements, **Lessee**'s personal property and the Leased Premises. Liability insurance shall cover all risks arising directly or indirectly out of **Lessee**'s activities on the Premises whether or not related to an occurrence or any condition caused or contributed to by **Lessor**'s negligence. Such insurance shall protect **Lessee** against the claims of **Lessor** on account of the obligations assumed by **Lessee** under Section 8 and shall name **Lessor** as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days written notice to **Lessor** prior to any change or cancellation shall be furnished to **Lessor** prior to **Lessee**'s occupancy of the property. The insurance shall be on a form and from a company reasonably acceptable to **Lessor**. Failure of **Lessee** to

maintain an approved insurance policy shall constitute a default under this Lease Agreement.

- 6.3 Waiver of Subrogation. Notwithstanding any language to the contrary in this Lease, neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage arising out of or incident to the perils required to be insured against herein, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use their best efforts to obtain such an Agreement from their insurer if the policy does not expressly permit a waiver of subrogation.

#### Section 7. Taxes and Utilities.

- 7.1 Taxes. As an accredited public institution of higher education engaged in instruction, **Lessee** is not subject to the payment of property taxes. **Lessee** shall be responsible for license fees and other charges which are levied and assessed upon **Lessee's** interests in the Premises, by any legally authorized governmental authority.
- 7.2 Utility Charges. **Lessee** shall pay when due all charges for services and utilities incurred as a result of its use, occupancy, operation and maintenance of the Premises, including, but not limited to, water, gas, electricity, sewage disposal and power.

Section 8. Indemnification. **Lessee** shall indemnify, defend, save, protect, and hold harmless the **Lessor**, its officers, agents and employees from any claim, loss or liability, including reasonable attorney's fees, arising out of, or related to, any activity of **Lessee** on the Premises or any condition of the Premises in the possession of or under the control of **Lessee**. **Lessor** shall have no liability to **Lessee** for any damages to **Lessee** for any injury, loss, or damage caused by third parties or by any condition of the Premises, except to the extent caused by **Lessor's** negligence or breach of duty under this Lease. **Lessor** shall indemnify and defend **Lessee**, **Lessee's** owners, agents and members from any claim, loss, or liability arising out of or related to any activity of **Lessor** on the Premises or any condition of the Premises in the possession or under the control of **Lessor**, or any breach of this Lease by **Lessor**, except to the extent caused by **Lessee's** negligence or breach of duty under this Lease.

Section 9. Assignment and Subletting. **Lessee** shall not assign, sell, or transfer its interest in this Agreement or sublet any part of the Premises without having first obtained the express written consent of the **Lessor** (which consent shall not be unreasonably withheld, conditioned, or delayed) and the EDA, except no such consent will be required for (i) an assignment resulting from the sale of **Lessee's** business, the merger of **Lessee** and another company, or the consolidation or reorganization of **Lessee** and (ii) an assignment of this Lease to a parent, subsidiary, affiliate, division, or other entity controlling, controlled by, or under common control with **Lessee**. In the event **Lessee** attempts to assign, sell, or transfer its interest in this Lease Agreement or any part hereof, without having first obtained the required express written consent of **Lessor** and the EDA, **Lessee** shall be in breach of this Agreement and **Lessor** shall have an immediate right of entry.

Section 10. Default. The following shall be events of default:

- 10.1 Default in Rent. Failure of **Lessee** to pay any rent or other charge within ten (10) days after it is due where such failure continues for a period of five (5) days after **Lessor** notifies **Lessee** in writing of such failure (provided, however, **Lessor** shall only be required to provide such written notice to **Lessee** once during any calendar year).
- 10.2 Default in Other Covenants. Failure of one party to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of rent or other charges by **Lessee**) within thirty (30) days after written notice by the other party (or such additional time as is reasonably required to correct such default provided the other party has commenced the correction and is diligently prosecuting the same to completion).

#### Section 11. Remedies on Default.

- 11.1 Termination. In the event of a default, the Lease may be terminated at the option of the non-defaulting party by written notice to the defaulting party. Whether or not the Lease is terminated by the election of **Lessor** or otherwise, **Lessor** shall be entitled to recover damages from **Lessee** for the **Lessee's** default. **Lessor** may re-enter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.
- 11.2 Re-letting. Following re-entry or abandonment, **Lessor** may re-let the Premises, and in that connection may make any suitable alterations or refurbish the Premises, or both. **Lessor** may relet the Premises for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concessions.
- 11.3 Damages. In the event of termination or retaking of possession following default, **Lessor** shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following damages:
- 11.3.1 The loss of rental from the date of default until a new **Lessee** is, or with the exercise of reasonable efforts could have been, secured and paying out.
- 11.3.2 The reasonable costs of re-entry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of **Lessee's** property and fixtures, remodeling or repairs costs, attorney's fees, court costs, recording costs, broker commission and advertising costs.
- 11.4 Late Fee. In the event **Lessor** fails to receive rent, or any other payment required by this Lease, within ten (10) days after the due date, **Lessee** shall pay to **Lessor** a late charge of five percent (5%) of the payment amount. **Lessee** shall pay the late charge upon demand by **Lessor**. **Lessor** may levy and collect a late charge in addition to all other remedies available for **Lessee's** default, and collection of a late charge shall not waive the breach caused by the late payment.

11.5 Remedies Cumulative. The foregoing remedies shall be in addition to, and shall not exclude any other remedy available to, **Lessor** under applicable law.

Section 12. Surrender. Upon termination of this Lease, **Lessee** shall deliver all keys to **Lessor** and surrender the Premises in good condition, and broom clean, subject only to casualty and reasonable wear and tear from ordinary use.

Section 13. Renewal Option; Renegotiation. If **Lessee** is not in default beyond any notice and cure periods at the time this Lease Agreement is scheduled to expire, **Lessee** shall have the option to extend this Lease for up to two (2) consecutive periods of ten (10) years each as follows:

- 13.1 The renewal term shall commence on the day following expiration of the preceding term.
- 13.2 The option may be exercised by written notice to **Lessor** given not less than ninety (90) days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the Lease binding for the renewal term without further act of the parties.
- 13.3 The terms and conditions of the Lease for each renewal term shall be identical with the original term except for rent. The amount of rent for each extension term shall be established after consideration of the Airport's costs and needs for operation, inflation, taxes, the fair market value of the Premises, and the demand for rental space at the Airport. The term "fair market rental value" means the most probable Lease rate in terms of money which the Premises, including those improvements thereon owned or extended by **Lessor**, would bring if exposed for Lease on the open market, with a reasonable time allowed to find a tenant, leased with full knowledge of the highest and best use of which the Premises could be put consistent with the then most current Airport Master Plan, County and City Comprehensive Plans, and FAA regulations.
- 13.4 Notwithstanding any other section of this Agreement, the parties shall mutually enjoy the right to renegotiate the terms of this Lease twenty (20) years following the date of its execution; provided, however, in no instance shall the renegotiated Lease, if any, violate any provision of law, grant assurance, or regulation consistent with the terms of this original Lease Agreement.

Section 14. Miscellaneous.

- 14.1 Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 14.2 Attorney Fees. Unless specified elsewhere in this Agreement, each party shall be responsible for the costs of their attorney fees in the event any action is initiated in connection with any controversy arising out of this Lease, including attorney fees at trial or on appeal.

- 14.3 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be: (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three (3) days after deposit in the United States mail; or (c) sent by fax, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation.
- 14.4 Interest on Rent and Other Charges. Any rent or other payments required of **Lessee** by this Lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of twelve per cent (12%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. This is in addition to the five per cent (5%) "late fee."
- 14.5 Time of Essence. Time is of the essence of the performance of each of **Lessee's** obligations under this Lease.
- 14.6 Damage or Destruction by Fire or Other Casualty. In the event twenty per cent (20%) or more of the Premises is damaged by fire or other casualty, **Lessor** shall have the option to either rebuild the structure or terminate this Lease Agreement. In the event **Lessor** elects to proceed with rebuilding the structure, and it is necessary for **Lessee** to temporarily vacate the Lease Premises while the repair work is being completed, the monthly rental payment due from **Lessee** shall be abated during the period of time in which **Lessee** is unable to occupy the Premises while the repairs are being completed. In the event the **Lessor** elects to terminate the Lease Agreement, **Lessor** shall provide notice of the termination to **Lessee** within fourteen (14) days of the date the casualty occurred. In the event less than twenty per cent (20%) of the Premises is damaged, **Lessor** shall rebuild and/or restore the building and Premises.
- 14.7 Aircraft Use and Development. **Lessor** reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires of **Lessee** and without interference. **Lessor** reserves the right to direct and control all activities of **Lessee** when maintaining, developing, or improving the landing area of the Airport and all publicly owned facilities thereof; provided, however, **Lessor** agrees to use commercially reasonable efforts to minimize disruption to **Lessee's** use of its Premises. This Lease shall be subordinate to the provisions and requirements of any existing or future Agreement between the **Lessor** and the United States, relative to the development, operation, and maintenance of the Airport. There is hereby reserved to the **Lessor**, and its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport. Any physical taking of the Leased Premises for use by the **Lessor**, other than as provided herein, shall be considered a taking pursuant to the governmental power of eminent domain.

**Lessee** agrees that it will not erect or permit the erection of any structure or object, nor permit the growth of any tree on the Leased Premises. In the event of a breach of the foregoing covenants, **Lessor** reserves the right to enter upon the Leased Premises and remove the offending structure or object and cut the offending tree, all of which shall be at the expense of **Lessee**. **Lessee** agrees it will not make use of the Leased Premises in any manner which might interfere with the landing and taking-off of aircraft from the Airport or otherwise constitute a hazard. In the event of a breach of the foregoing covenant, **Lessor** reserves the right to enter on the Leased Premises and cause the abatement of such interference at the **Lessee's** expense. It is understood and agreed nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)). This Lease, and all provisions hereof, shall be subject to whatever right of the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during the time of war or national emergency.

- 14.8 Removal of fixtures, furniture, and equipment. Upon termination of this Lease Agreement, or during the term of this Lease Agreement, **Lessee** shall have the right to remove all equipment, furniture and fixtures owned by the **Lessee**, which have not become attached to the Leased Premises. In the event **Lessee** removes any said equipment, furniture or fixtures which **Lessee** is empowered and entitled to remove and by such removal causes damage or injury to the Leased Premises, **Lessee** agrees to repair any damages or injury immediately, at **Lessee's** expense, and to restore the Premises to as good as state or condition as the Premises were at the beginning of the date of this Agreement.
- 14.9 Mechanic's and Materialman's Liens. Neither party shall permit any mechanic's, materialman's, or other lien against the Premises or the property of which the Premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished by or at its request. If any such lien shall be filed against the Premises or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged by payment, bonding, or otherwise within thirty (30) days after notice; provided, however, either party may contest any such lien, so long as the enforcement thereof is stayed.
- 14.10 Savings Clause. If any part of this Agreement or application thereof shall be determined to be invalid by a court of competent jurisdiction, such findings shall have no effect on the remaining portions of this Lease.
- 14.11 Written Agreement. Neither party has relied upon any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. This Lease Agreement may be modified only in writing signed by both parties. The headings of the paragraphs are for convenience only and are not part of this Lease, nor shall they be considered in construing the intent of this Lease Agreement.

Section 15. Audit and Inspection of Records; Retention of Records. At any time during normal business hours and as frequently as is reasonably deemed necessary, **Lessee** shall make available to **Lessor** and the EDA or EDA's authorized agents, for their examination, all of its records pertaining to matters covered by this Lease and only matters relating to the Lease. All records in the possession of either party pertaining to this Lease shall be retained for a period of three (3) years after the expiration of the Lease or any extension thereof. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period, or if other disputes have not been resolved.

Section 16. Applicable Law. This Lease Agreement shall be governed by the laws of the State of Oregon.

Section 17. Payments. Payment checks shall be made to the City of The Dalles, and **Lessee** shall mail Lease payments to the party below:

Finance Director  
City of The Dalles  
313 Court Street  
The Dalles, Oregon 97058

Section 18. Notices and Communications. All notices and communications may be served by enclosing the notice in a sealed envelope and deposited in the United States Post Office as certified mail and received by the authorized party below:

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

**Lessee:** Columbia Gorge Community College  
Attn: Chief Financial Officer  
400 East Scenic Drive  
The Dalles, OR. 97058

EXECUTED \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**LESSOR:**  
CITY OF THE DALLES, a municipal  
corporation of the State of Oregon

**LESSEE:**  
COLUMBIA GORGE  
COMMUNITUY COLLEGE  
An independently accredited public  
institution of higher education

\_\_\_\_\_  
Julie Krueger, City Manager

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Izetta Grossman, City Clerk



Approved as to form:

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Jonathan M. Kara, City Attorney

BOARD OF COUNTY COMMISSIONERS  
Klickitat County, Washington

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Chairman

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Commissioner

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Commissioner

Attest:

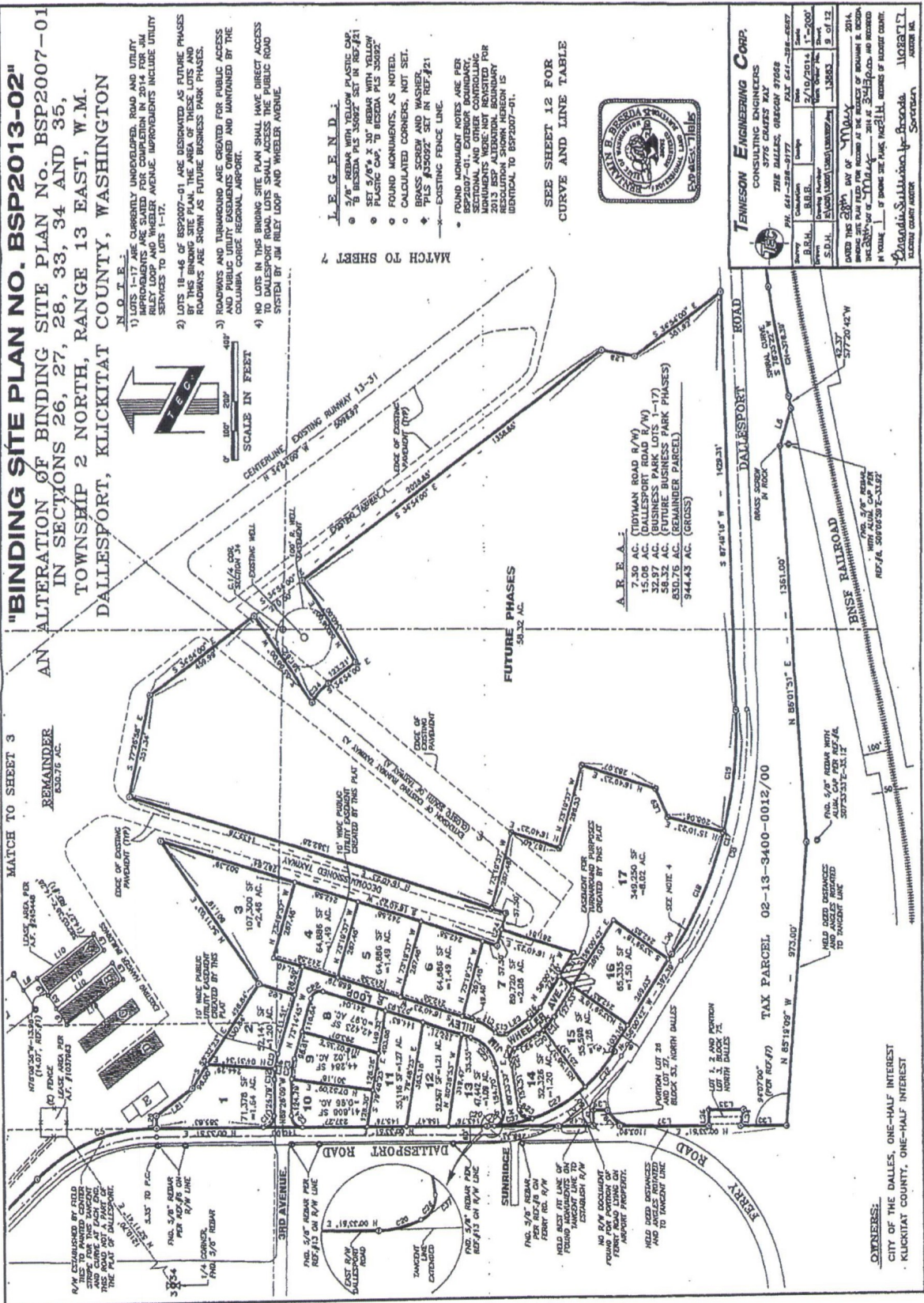
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Clerk of the Board

Approved as to form:

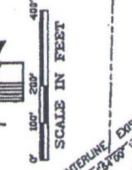
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Prosecuting Attorney



**"BINDING SITE PLAN NO. BSP2013-02"**  
 AN ALTERATION OF BINDING SITE PLAN NO. BSP2007-01  
 IN SECTIONS 26, 27, 28, 33, 34 AND 35,  
 TOWNSHIP 2 NORTH, RANGE 13 EAST, W.M.  
 DALLESPORT, KLIKKITAT COUNTY, WASHINGTON

**NOTE:**  
 1) LOTS 1-17 ARE CURRENTLY UNDEVELOPED. ROAD AND UTILITY IMPROVEMENTS ARE SCHEDULED FOR COMPLETION IN 2014 FOR JIM RILEY LOOP AND WHEELER AVENUE. IMPROVEMENTS INCLUDE UTILITY SERVICES TO LOTS 1-7.  
 2) LOTS 18-46 OF BSP2007-01 ARE DESIGNATED AS FUTURE PHASES BY THIS BINDING SITE PLAN. THE AREA OF THESE LOTS AND ROADWAYS ARE SHOWN AS FUTURE BUSINESS PARK PHASES.  
 3) ROADWAYS AND TURNOVER ARE CREATED FOR PUBLIC ACCESS AND PUBLIC UTILITY EASEMENTS OWNED AND MAINTAINED BY THE COLUMBIA COUSE REGIONAL AIRPORT.  
 4) NO LOTS IN THIS BINDING SITE PLAN SHALL HAVE DIRECT ACCESS TO DALLESPORT ROAD. LOTS SHALL ACCESS THE PUBLIC ROAD SYSTEM BY JIM RILEY LOOP AND WHEELER AVENUE.



- LEGEND:**
- 5/8" REBAR WITH YELLOW PLASTIC CAP.
  - 5/8" REBAR WITH YELLOW PLASTIC CAP SET IN REF-21
  - SET 5/8" x 30" REBAR WITH YELLOW PLASTIC CAP. IN SECTION PLS 30092
  - FOUND MONUMENTS, AS NOTED.
  - BRASS SCREW AND WASHER, PLUS #3092 SET IN REF-21
  - EXISTING FENCE LINE.
- FOUND MONUMENT NOTES ARE PER SECTION 13 AND OTHER CONTROLLING MONUMENTS WERE NOT REQUESTED FOR 2013 BSP ALLOCATION. BOUNDARY IDENTICAL TO BSP2007-01.**

SEE SHEET 12 FOR  
 CURVE AND LINE TABLE



**TENNESON ENGINEERING CORP.**  
 CONSULTING ENGINEERS  
 2705 DALLESPORT ROAD  
 DALLESPORT, WASHINGTON 99028  
 PH: 509-228-8177 FAX: 509-228-8887

Prepared by: B.B.B. Date: 10/01/13  
 Checked by: S.D.H. Date: 10/01/13  
 S.D.H. (S.D.H. LICENSE NO. 13883) 9 of 12

DATE: 10/01/13  
 THIS PLAN IS THE PROPERTY OF TENNESON ENGINEERING CORP. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TENNESON ENGINEERING CORP.

MATCH TO SHEET 3  
 REMAINDER  
 830.76 AC.

FUTURE PHASES  
 59.32 AC.

**AREAS:**  
 7.30 AC. (TIDYMAN ROAD R/W)  
 15.08 AC. (DALLESPORT ROAD R/W)  
 28.32 AC. (FUTURE BUSINESS PARK PHASES)  
 830.76 AC. (REMAINDER PARCEL)  
 944.43 AC. (GROSS)

TAX PARCEL 02-13-3400-0012/00  
 (PER RP/47)

**OWNERS:**  
 CITY OF THE DALLESPORT, ONE-HALF INTEREST  
 KLIKKITAT COUNTY, ONE-HALF INTEREST



## AGENDA STAFF REPORT

**AGENDA LOCATION:** Action Item #11B

**MEETING DATE:** May 10, 2021

**TO:** Honorable Mayor and City Council

**FROM:** Daniel Hunter, Human Resources Director

**ISSUE:** City Insurance Renewal

### **BACKGROUND:**

Each year the City receives updated insurance premium information as well as details on any new policy changes. Last year all Cities in Oregon and across the west experiences increased premiums. This was largely due to increased property values and the fact that insurance on property is for replacement value. This year that has continued. In addition, the organization underwriting the policies for CIS abandoned the West Coast last year. Due to this, CIS had to shop for an alternative.

Our General Liability had a sharp increase in premium this year. This is largely due to ongoing claims and litigation costs. As a result, that premium increased slightly more than 17% from last year. Recent administrative policy changes were enacted this year that should mitigate the impact of such claims in the future.

As mentioned in the attached letter from Oregon Trail, Excess Cyber Insurance increased substantially this year with CIS. With the premium increase also came requirements to add multifactor authentication to all City systems. The added initial costs for equipment and software to accommodate that requirement was estimated at over \$25,000. The software upgrade needed also had ongoing costs because it is provided through software as a service agreement. Due to these added costs we shopped for another insurer for Excess Cyber. The result is the BCS policy in the attached. The premium on that policy is less than that projecting with CIS. We also do not have the added costs of system upgrades that were required by CIS for their Excess Cyber.

### **BUDGET IMPLICATIONS:**

The premium increases were projected and are included in the proposed FY21-22 City Budget. While the General Liability increase is more than anticipated, the increase across all lines and the switch to BCS for Excess Cyber results in premiums \$3,044.59 under the anticipated total.

### **COUNCIL ALTERNATIVES:**

1. **Staff recommendation: Move to approve the proposed insurance renewal from CIS for Auto, Property, General Liability and Excess Crime in the amount of \$398,464.85 and Excess Cyber Liability Insurance from BCS in the amount of \$4,516.00**
2. Move to direct the City Manager to work with Oregon Trail Insurance on a modified proposal.
3. Move to decline the proposed renewal.

# Oregon Trail Insurance



409 West 4th Street  
The Dalles, OR 97058  
541-296-2395 Tel  
541-296-6143 Fax

April 29, 2021

Julie Kruger, City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

Re: City of The Dalles Insurance Proposals

Dear Julie,

We all know how difficult 2020 was and unfortunately our struggles with the constant changes are not over yet. The storm and fire related damage along with the vandalism that has been happening all over the State of Oregon have caused further strife for the cities and counties of Oregon. With all that has happened I was expecting higher rate increases than were given for this years renewal.

Enclosed is the property and general liability proposal with CIS and the cyber liability proposal from BCS for the July 1, 2021 to July 1, 2022 policy year.

The rates for auto liability increased by 15%, auto physical damage rates increased by about 4%. As is expected, building values, contents and property in the open values were trended upwards by 2% with a rate increase of 9%. These values are increased to maintain current values due to the increase in construction costs and materials. Liability premiums have increased by 15%. The liability premium is based on the rate increase by CIS and factoring in the City's liability exposures and the City's claims experience. The overall premium has increased by about 13% from last year. If the City decides to join the CIS Servicing Group through the partnership with SAIF for workers' compensation coverage, the City will be able to save an additional 2% off your property and liability premium for a total of 5% in multi-line credits.

During the current fiscal year there have been 15 new reported claims with 9 claims remaining open as of April 29, 2021. CIS has paid out \$167,978 so far in claims for this policy period.

We continue to highly recommend the CIS proposal for the coming fiscal year for the City's property and liability coverage needs and BCS for your cyber liability needs.

Our agency looks forward to a continued and excellent working relationship with various members of city staff in servicing the insurance needs of City of The Dalles.

Sincerely,

A handwritten signature in black ink that reads "Colleen Clark". The signature is written in a cursive, flowing style.

Colleen Clark

# Property and/or Liability Proposal Summary



citycounty insurance services  
cisoregon.org

**Named Member**  
City of The Dalles  
313 Court St  
The Dalles, OR 97058

**Agent of Record**  
Oregon Trail Insurance  
409 W 4th Street  
The Dalles, OR 97058

**Proposal Date:** 4/28/2021  
**Member Number:** 10212  
**Effective Date:** 7/1/2021  
**Termination Date:** 7/1/2022

| Coverage   | Description                     | Amount        | Total        |
|--|---------------------------------|---------------|--------------|
| General Liability (Standard-Per Occurrence Plan) | Contribution Limit: \$5,000,000 | \$228,447.45  |              |
|  | Multi-Line Credit               | (\$6,853.42)  | \$221,594.03 |
| Auto Liability                                   | Contribution                    | \$28,974.21   |              |
|  | Multi-Line Credit               | (\$869.23)    | \$28,104.98  |
| Auto Physical Damage                             | Contribution                    | \$21,388.68   |              |
|  | Multi-Line Credit               | (\$641.66)    | \$20,747.02  |
| Property   | Contribution                    | \$131,045.18  |              |
|  | Multi-Line Credit               | (\$3,931.36)  | \$127,113.83 |
| Optional Excess Liability                        | Not Purchased                   |               | \$0.00       |
| Optional Excess Quake                            | Not Purchased                   |               | \$0.00       |
| Optional Excess Flood                            | Not Purchased                   |               | \$0.00       |
| Optional Excess Crime                            | Contribution                    | \$905.00      | \$905.00     |
| Optional Excess Cyber Liability                  | Not Purchased                   |               | \$0.00       |
| Difference in Conditions                         | Not Purchased                   |               | \$0.00       |
| <b>Summary</b>                                   |                                 |               |              |
|  | Contribution                    | \$410,760.52  |              |
|  | Multi-Line Credit               | (\$12,295.67) |              |

This is not an invoice. Information Only.

**\$398,464.85**



# CIS Liability Coverage Proposal



citycounty insurance services  
cisoregon.org

Proposal Date: 4/28/2021

Coverage Period: 7/1/2021 to 7/1/2022

CIS  
1212 Court St NE  
Salem, OR, 97301

Named Member  
City of The Dalles  
313 Court St.  
The Dalles, OR 97058

Agent of Record  
Oregon Trail Insurance  
409 W 4th Street  
The Dalles, OR 97058

**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

| Coverage*   | Per Occurrence | Annual Aggregate | Per Occurrence Deductible / SIR* | Agg/Retro Deductible |
|---|----------------|------------------|----------------------------------|----------------------|
| Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement | \$200,000      | \$600,000        | \$5,000                          | None                 |
| Cyber Security Expense Coverage   | \$50,000       |                  | \$5,000                          |                      |

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2021)

| Coverage*  | Per Occurrence | Annual Aggregate |  |  |
|--|----------------|------------------|--|--|
| Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits) | \$4,800,000    | \$14,400,000     |  |  |

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS/GL (7/1/2021)

| Coverage*                            | Per Occurrence | Annual Aggregate |  |  |
|--------------------------------------|----------------|------------------|--|--|
| Additional layer of Excess Liability | Not Purchased  | Not Purchased    |  |  |

\*Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.

Excess Liability Coverage does not provide Uninsured Motorist coverage.

| Coverage               | Contribution        |
|------------------------|---------------------|
| General Liability      | \$228,447.45        |
| Auto Liability         | \$28,974.21         |
| <b>Liability Total</b> | <b>\$257,421.66</b> |

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
Authorized Representative / Agent

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

# Auto Physical Damage Coverage Proposal



citycounty insurance services  
cisoregon.org

**Proposal Date: 4/28/2021**

**Coverage Period: 7/1/2021 to 7/1/2022**

CIS  
1212 Court St NE  
Salem, OR, 97301

**Named Member**  
City of The Dalles  
313 Court St.  
The Dalles, OR 97058

**Agent of Record**  
Oregon Trail Insurance  
409 W 4th Street  
The Dalles, OR 97058

**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

| Autos Covered*                           | Coverage Limit              | Comprehensive Deductible | Collision Deductible | Contribution |
|--|-----------------------------|--------------------------|----------------------|--------------|
| Scheduled Autos                          | Per Schedule**              | Per Schedule**           | Per Schedule**       | \$21,388.68  |
| Rented or Leased Autos (60 days or less) | ACV Not to Exceed \$100,000 | \$100                    | \$500                | Included     |
| Newly Acquired Autos                     | Included                    | \$100                    | \$500                | Included     |

**\*This represents only a brief summary of coverages. Please refer to CIS Auto Physical Damage Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

**Total Contribution:** \$21,388.68  
**Forms Applicable:** CIS Auto Physical Damage Coverage Agreement - CIS APD (7/1/2021)  
 \*\*Current CIS Auto Schedule

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
Authorized Representative / Agent

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



# Property Coverage Proposal



citycounty insurance services  
cisoregon.org

Proposal Date: 4/28/2021

Coverage Period: 7/1/2021 to 7/1/2022

|  |  |  |
|--|--|--|
| <b>CIS</b><br>1212 Court St NE<br>Salem, OR, 97301 | <b>Named Member</b><br>City of The Dalles<br>313 Court St.<br>The Dalles, OR 97058 | <b>Agent of Record</b><br>Oregon Trail Insurance<br>409 W 4th Street<br>The Dalles, OR 97058 |
|--|--|--|

**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

**Coverage Limits (Per Occurrence):\***

|   |   |
|---|---|
| Building and Contents and PIO   | Per current CIS Property Schedule         |
| Mobile Equipment  | Per current CIS Mobile Equipment Schedule |
| Earthquake  | \$5,000,000                               |
| Excess Earthquake - Coverage applies only if coverage limit is shown. | None                                      |
| Flood   | \$5,000,000                               |
| Excess Flood - Coverage applies only if coverage limit is shown.      | None                                      |
| Combined Loss of Revenue and Rental Value                             | \$1,000,000                               |
| Combined Extra Expense and Rental Expense                             | \$1,000,000                               |
| Property in Transit   | \$1,000,000                               |
| Hired, Rented or Borrowed Equipment                                   | \$150,000                                 |
| Restoration/Reproduction of Books, Records, etc.                      | \$100,000                                 |
| Electronic Data Restoration/Reproduction                              | \$250,000                                 |
| Pollution Cleanup   | \$25,000                                  |
| Crime Coverage  | \$50,000                                  |
| Police Dogs (if scheduled)  | \$15,000                                  |
| Off Premises Service Interruption                                     | \$100,000                                 |
| Miscellaneous Coverage  | \$50,000                                  |
| Personal Property at Unscheduled Locations                            | \$15,000                                  |
| Personal Property of Employees or Volunteers                          | \$15,000                                  |
| Unscheduled Fine Arts   | \$100,000                                 |
| Temporary Emergency Shelter Restoration                               | \$50,000                                  |
| <b>Difference In Conditions - Earthquake &amp; Flood (if any):</b>    | <b>\$0</b>                                |
| <b>Extra Items (if any):</b>  |   |

\*This represents only a brief summary of coverages. Please refer to CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

|                            |   |
|----------------------------|---|
| <b>Locations Covered:</b>  | Per current CIS Property Schedule.  |
| <b>Perils Covered:</b>     | Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.  |
| <b>Deductibles:</b>        | \$10,000 Per occurrence except as noted and as follows (if any).<br>\$1,000 Per occurrence on scheduled mobile equipment items.<br>Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement. |
| <b>Total Contribution:</b> | \$131,045.18 (Property)   |
| <b>Forms Applicable:</b>   | CIS Property Coverage Agreement - CIS PR (7/1/2021)   |

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
Authorized Representative / Agent

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

# Equipment Breakdown Coverage Proposal



citycounty insurance services  
cisoregon.org

Proposal Date: 4/28/2021

Coverage Period: 7/1/2021 to 7/1/2022

|                  | Named Member         | Agent of Record        |
|------------------|----------------------|------------------------|
| CIS              | City of The Dalles   | Oregon Trail Insurance |
| 1212 Court St NE | 313 Court St.        | 409 W 4th Street       |
| Salem, OR, 97301 | The Dalles, OR 97058 | The Dalles, OR 97058   |

**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

**Coverage Limits:\***

|  |  |
|--|--|
| Property Damage                        | Per current CIS Property Schedule or \$100,000,000, whichever is less. |
| Rental Value/Rental Expense            | Included in Property Damage  |
| Extra Expense                          | Included in Property Damage  |
| Service Interruption                   | Included in Property Damage  |
| Drying out following a flood           | Included in Property Damage  |
| Course of Construction                 | Included in Property Damage  |
| Computer Equipment                     | Included in Property Damage  |
| Portable Equipment                     | Included in Property Damage  |
| CFC Refrigerants                       | Included in Property Damage  |
| Hazardous Substance                    | \$2,000,000  |
| Data Restoration                       | \$250,000  |
| Perishable Goods                       | \$2,000,000  |
| Expediting Expense                     | \$2,000,000  |
| Demolition                             | \$2,000,000  |
| Ordinance or Law                       | \$2,000,000  |
| Off Premises Property Damage           | \$250,000  |
| Contingent Rental Value/Rental Expense | \$250,000  |
| Newly Acquired Locations               | \$1,000,000 / 365 Days Max   |
| Extended Period of Restoration         | 30 Days  |

\*This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

|                    |  |
|--------------------|--|
| Locations Covered: | Per current CIS Property Schedule.   |
| Deductible:        | \$10,000 All Coverages: 24 hour waiting period applies for service interruption. |
| Contribution:      | Included   |
| Forms Applicable:  | CIS Equipment Breakdown Coverage Agreement - CIS BM (7/1/2021)                   |

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
Authorized Representative / Agent

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

# Excess Crime Coverage Proposal



citycounty insurance services  
cisoregon.org

Proposal Date: 4/28/2021

Coverage Period: 7/1/2021 to 7/1/2022

|  |  |  |
|--|--|--|
| <b>CIS</b><br>1212 Court St NE<br>Salem, OR, 97301 | <b>Named Member</b><br>City of The Dalles<br>313 Court St.<br>The Dalles, OR 97058 | <b>Agent of Record</b><br>Oregon Trail Insurance<br>409 W 4th Street<br>The Dalles, OR 97058 |
|--|--|--|

**This Proposal Does Not Bind Coverage**  
Refer to Coverage Forms for terms, conditions, and limitations of coverage

### Excess Crime Coverage

Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement:\*

|  |                              |
|--|------------------------------|
| Employee Theft - Per Loss Coverage               | \$250,000                    |
| Forgery or Alteration                            | Included                     |
| Inside Premises - Theft of Money & Securities    | Included                     |
| Inside Premises - Robbery, Safe Burglary - Other | Included                     |
| Outside Premises                                 | Included                     |
| Computer Fraud                                   | Included                     |
| Money Orders and Counterfeit Paper Currency      | Included                     |
| Funds Transfer Fraud                             | Included                     |
| Impersonation Fraud Coverage                     | Maximum recovery** \$250,000 |

\*\*Recovery subject to lower limit purchased by member if under \$250,000

### Additional Coverages:

Faithful Performance of Duty Included

\*This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.

**Locations Covered:** Per current CIS Property Schedule.  
**Contribution:** \$905.00  
**Forms Applicable:** National Union Fire Insurance/Excess Crime Policy

To effect coverage, please sign, date and return this form before requested effective date. Fax or email is acceptable

Accepted by: \_\_\_\_\_  
Authorized Representative / Agent

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



BCS Insurance Company  
 2 Mid America Plaza, Suite 200  
 Oakbrook Terrace, IL 60181  
 (312) 803-7384

(A stock insurance company, herein the "Company")

## Policy No. RPS-Q-0901042M/1

Cyber and Privacy Liability Insurance Policy

94.111 (07/19)

**NOTICE: THE POLICY CONTAINS ONE OR MORE COVERAGES. CERTAIN COVERAGES ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIMS EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION (\$). PLEASE READ THIS POLICY CAREFULLY.**

### POLICY DECLARATIONS

|                |   |  |
|----------------|---|--|
| <b>ITEM 1.</b> | <b>NAMED INSURED</b>                                      | City of The Dalles   |
|                | <b>ADDRESS</b>  | 313 Court St , The Dalles, Oregon, 97058-0313  |
| <b>ITEM 2.</b> | <b>POLICY PERIOD</b>                                      | 12 months  |
| <b>ITEM 3.</b> | <b>POLICY LIMITS OF LIABILITY AND COVERAGES PURCHASED</b> | <p>I. Aggregate Limit of Liability: \$1,000,000<br/>         (Aggregate for Each and Every Claim or Event including Claims Expenses)</p> <p>II. Sublimit of Liability for Individual Coverage(s) Purchased: \$1,000,000<br/>         "Nil" or "N/A" Sublimit of Liability for any coverage indicates that the coverage was not purchased</p> |

| COVERAGE  | PER CLAIM SUBLIMIT OF LIABILITY INCLUDES CLAIM EXPENSES | AGGREGATE SUBLIMIT OF LIABILITY |
|---|---|---------------------------------|
| A. Privacy Liability (including Employee Privacy) | \$1,000,000   | \$1,000,000                     |
| B. Privacy Regulatory Claims Coverage             | \$1,000,000   | \$1,000,000                     |
| C. Security Breach Response Coverage              | \$1,000,000   | None                            |
| D. Security Liability                             | \$1,000,000   | \$1,000,000                     |
| E. Multimedia Liability                           | \$1,000,000   | \$1,000,000                     |
| F. Cyber Extortion                                | \$1,000,000   | None                            |
| G. Business Income and Digital Asset Restoration  |   |                                 |
| 1. Business Income Loss                           | \$1,000,000   | None                            |
| 2. Restoration Costs                              | \$1,000,000   | None                            |
| 3. Reputation Business Income Loss                | \$1,000,000   | None                            |



**BCS Insurance Company**  
**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, IL 60181**  
**(312) 803-7384**

|  |             |             |
|--|-------------|-------------|
| 4. Systems Integrity Restoration Loss *            | \$250,000   | None        |
| H. PCI DSS Assessment                              | \$1,000,000 | \$1,000,000 |
| <b>I. Electronic Fraud</b>                         |             |             |
| 1. Phishing Loss                                   | \$50,000    | None        |
| 2. Services Fraud Loss                             | \$100,000   | None        |
| 3. Reward Fund Loss                                | \$50,000    | None        |
| 4. Personal Financial Loss                         | \$250,000   | None        |
| 5. Corporate Identify Theft Loss                   | \$250,000   | None        |
| 6. Telephone Hacking Loss                          | \$100,000   | None        |
| 7. Direct Financial Loss<br>(Funds Transfer Fraud) | \$100,000   | None        |
| 8. Cyber Deception**                               | \$250,000   | \$250,000   |

\* e.g. bricking

\*\* e.g. social engineering

**III. Supplemental Limits**

| <b>COVERAGE</b>                              | <b>SUBLIMIT OF LIABILITY</b> |
|--|------------------------------|
| A. Court Attendance Costs                    | \$100,000                    |
| B. Bodily Injury / Property Damage Liability | \$250,000                    |
| C. TCPA                                      | \$100,000                    |
| D. HIPAA Corrective Action Plan Costs        | \$50,000                     |
| E. Post Breach Response                      | \$25,000                     |
| F. Independent Consultant                    | \$25,000                     |
| G. Outsourced Provider                       | \$250,000                    |
| H. Computer System                           | \$250,000                    |

**ITEM 4. RETENTION (including Claims Expenses):**

| <b>COVERAGE</b>                                   | <b>EACH CLAIM OR EVENT</b> | <b>AGGREGATE</b> |
|---|----------------------------|------------------|
| A. Privacy Liability (including Employee Privacy) | \$2,500                    | \$2,500          |
| B. Privacy Regulatory Claims Coverage             | \$2,500                    | \$2,500          |
| C. Security Breach Response Coverage              | \$2,500                    | \$2,500          |
| D. Security Liability                             | \$2,500                    | \$2,500          |
| E. Multimedia Liability                           | \$2,500                    | \$2,500          |
| F. Cyber Extortion                                | \$2,500                    | \$2,500          |



**BCS Insurance Company**  
**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, IL 60181**  
**(312) 803-7384**

|  |          |         |
|--|----------|---------|
| G. Business Income and Digital Asset Restoration | \$2,500  | \$2,500 |
| H. PCI DSS Assessment                            | \$2,500  | \$2,500 |
| I. Electronic Fraud                              |          |         |
| 1. Phishing Loss                                 | \$2,500  | \$2,500 |
| 2. Services Fraud Loss                           | \$2,500  | \$2,500 |
| 3. Reward Fund Loss                              | \$2,500  | \$2,500 |
| 4. Personal Financial Loss                       | \$2,500  | \$2,500 |
| 5. Corporate Identify Theft Loss                 | \$2,500  | \$2,500 |
| 6. Telephone Hacking Loss                        | \$2,500  | \$2,500 |
| 7. Direct Financial Loss (Funds Transfer Fraud)  | \$2,500  | \$2,500 |
| 8. Cyber Deception                               | \$10,000 | None    |

|                |                                 |   |
|----------------|---------------------------------|---|
| <b>ITEM 5.</b> | <b>PREMIUM</b>                  | \$4,065.00                                      |
|                | <b>CYBER DECEPTION PREMIUM:</b> | \$406.00 (IF ELECTED)                           |
|                | <b>TRIA PREMIUM:</b>            | \$45.00 (IF ELECTED IS 1% OF THE TOTAL PREMIUM) |
|                | <b>TOTAL:</b>                   | \$4,516.00                                      |

**ITEM 6. TERRITORIAL LIMITS** Worldwide

**ITEM 7. RETROACTIVE DATE** Full Prior Acts

**ITEM 8. NOTICE OF CLAIM** Call Baker Hostetler at the 24 Hour Security Breach Hotline: 1-855-217-5204  
 Or email RPSCyberClaims@bakerlaw.com  
 Or contact:  
 BakerHostetler  
 45 Rockefeller Plaza  
 New York, NY 10111  
 Attn: RPSCyberClaims

**ITEM 9. SERVICE OF SUIT** Risk Situated in California:  
 Eileen Ridley  
 FLWA Service Corp.  
 c/o Foley & Lardner LLP  
 555 California Street, Suite 1700, San Francisco, CA 94104-1520

Risks Situated in All Other States:  
 Mendes & Mount  
 750 Seventh Avenue, New York, NY 10019



**BCS Insurance Company**  
**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, IL 60181**  
**(312) 803-7384**

**ITEM 10. CHOICE OF LAW**

Oregon

**ITEM 11. WAITING PERIOD:**

12 hrs waiting period

**FORMS AND ENDORSEMENTS  
EFFECTIVE AT INCEPTION**

94.200 (07/19) CYBER AND PRIVACY LIABILITY POLICY FORM

Cyber Deception Endorsement (If elected)

94.102 (01 15) Nuclear Incident Exclusion

94.103 (01 15) Radioactive Contamination Exclusion

94.805 (06/17) Breach Response Team Endorsement

94.801 OR (07/19) Oregon Amendatory Endorsement

94.551 (01 15) Coverage for Certified Acts of Terrorism (Included only if  
Terrorism coverage is elected at 1% additional premium)

94.552 (10 17) War and Terrorism Endorsement