

AGENDA**REGULAR CITY COUNCIL MEETING****MARCH 23, 2026****5:30 p.m.****CITY HALL COUNCIL CHAMBER****313 COURT STREET****&****LIVE STREAMED****https://www.thedalles.org/Live_Streaming**

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

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

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

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

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

6. AUDIENCE PARTICIPATION

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

7. CITY MANAGER REPORT
8. CITY COUNCIL REPORTS

CITY OF THE DALLES

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

9. CONSENT AGENDA

Items of a routine and non-controversial nature are placed on the Consent Agenda to allow the City Council to spend its time and energy on the important items and issues. Any Councilor may request an item be

“pulled” from the Consent Agenda and be considered separately. Items pulled from the Consent Agenda will be placed on the Agenda at the end of the “Action Items” section.

- A. Approval of the March 9, 2026, Regular City Council Meeting Minutes
- B. Authorization of Expenditures for 2026 City Street Chip Seal Project
- C. Resolution No. 26-011 Designating Two Previously Adopted Resolutions as Resolution Nos. 24-022A and 24-022B for Administrative Clarity

10. ACTION ITEMS

- A. Cost of Living Adjustments (COLA) for Non-Represented Staff
- B. Special Ordinance No. 26-611 Approving a Short-Term Franchise Agreement Extension with Spectrum Pacific West, LLC (Charter Communications) and Declaring an Emergency Charter Franchise Extension
- C. Special Ordinance No. 26-612 Granting a Non-Exclusive Water Utility Franchise to Chenoweth Water People’s Utility District

11. ADJOURNMENT

This meeting conducted VIA Zoom

Prepared by/
Amie Ell
City Clerk

CITY OF THE DALLES

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



PRESENTATION

AGENDA LOCATION: Item #5A

MEETING DATE: March 23, 2026

TO: Honorable Mayor and City Council

PRESENTORS: Lisa Farquharson, CEO The Dalles Area Chamber of Commerce

TOPIC: Annual Tourism Report 2025-26

ATTACHMENTS:

- A. 2025-2026 Tourism Report



2025 - 2026 Tourism

Annual Report

As of May 11, 2026



The Dalles Area
Chamber of Commerce
— ESTD • 1883 —

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

Community Marketing Work Plan 2025-2026

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



The Dalles Area Chamber of Commerce

404 W 2nd St

The Dalles, OR 97058

1. Executive Summary

2. Visitor & Lodging

3. Marketing & Social Media

4. Grants & Event Support

5. Cruise Ship Collaboration

6. Strategic Planning & Future

7. Partnerships Regional Collab

8. Conclusion & Forward Focus



Executive Summary

July 1 – January 31

Tourism Services Report

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

Highlights include:

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

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

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

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

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

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



Visitor & Lodging Performance



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Visitor Information Center Activity (July–January):

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

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



Lodging Occupancy Report

July 2025 - January 2026

Wasco County / Percentage of Occupancy Pacific NW United States

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

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



Media & Social Media Performance



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Marketing & Media Performance

July 1 – January 31

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

Broadcast & Regional Media Exposure

KATU Weather Cam Partnership

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

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

Targeted Digital Campaigns

Bi-Coastal Digital Campaign

- **518,855 impressions**

Datafy Targeted Digital Campaign

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

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

Social Media & Website Visibility

Social Media Reach

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

Website Performance

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

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



Marketing & Media Performance

July 1 – January 31

Paid & Earned Media Placement Highlights

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

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

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

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

Example Remnant Placements

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

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



The Dalles – On I-84.

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

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

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

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

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



> RIGHT NOW **STORM TRACKER 2** TIGARD

7AM 41°
NOON 47°
5PM 52°
5:08 | 42°

THE DALLES 35°
clear night

TOP STORIES: K THAT KILLED 3 AMERICANS

KATU.COM

> RIGHT NOW **STORM TRACKER 2** SALEM

7AM 40°
NOON 47°
5PM 52°
5:07 | 42°

THE DALLES 35°
clear night

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

KATU.COM

EXPLORE THE DALLES

And now imagine you right here

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1859 Magazine Washington

Explore The Dalles

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

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

Walk Through History

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

Taste the Region

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

Get Outside

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

Savor Fun Local Craft

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

Discover the Unexpected

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

Feel the Music

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

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

Explore NW Airplane Magazine

EXPLORE THE DALLES

300 DAYS OF SUNSHINE

COME AND EXPLORE THE DALLES, OREGON

541.296.2231

EXPLORETHEDALLES.COM

404 W 2ND Street
The Dalles, OR 97058

EAT

PLAY STAY

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

Social Media—Facebook (1,257 Views)

Explore The Dalles is with Wood Family Spirits.

February 15 at 11:18 AM

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

The Gorge Magazine—Winter Issue

SNOW OR SHINE, EXPLORE THE DALLES

WWW.EXPLORETHEDALLES.COM

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

EXPLORE THE DALLES

Social Media—Facebook (1,213 Views)

Delicious FOOD MENU

EXPLORE THE DALLES

LOCAL TO THE DALLES

Delicious FOOD MENU

LAST STOP HOTEL & SALOON

Delicious FOOD MENU

CHINA BUFFET

Delicious FOOD MENU

PETITE PROVENCE

Delicious FOOD MENU

4TH ST. STATION FOOD CAFE



Grants & Event Support

2025



The Dalles Area
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Grants & Event Support

July 1 – January 31

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

Marketing Grant Program (YTD)

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

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

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

Grants Awarded (July 1—January 31)

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

Event Promotion & Industry Engagement

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

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

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

Accessibility & Inclusive Tourism Leadership

As part of ongoing destination development efforts:

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



Cruise Ship Collaboration

2025



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Cruise Ship Collaboration

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

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

Tourism Director has strengthened coordination efforts by:

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

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

Tourism Staff coordinate efforts to:

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

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



Strategic Planning & Future Direction 2025



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Strategic Planning & Future Direction

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

This potential collaboration could provide:

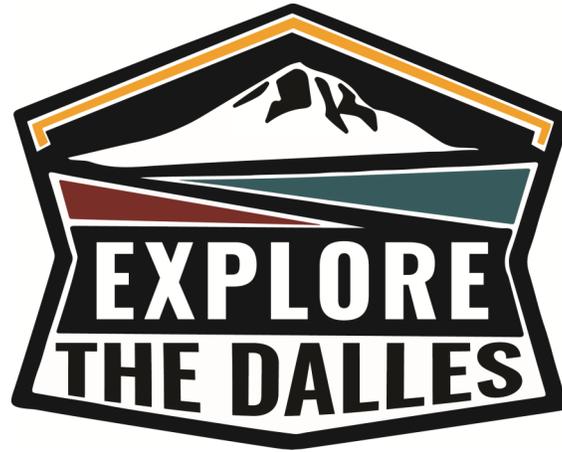
- Research-based market analysis
- Visitor trend evaluation
- Long-term positioning guidance
- Strategic recommendations aligned with community priorities

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

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

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

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



Partnerships & Regional Collaboration



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Partnerships & Regional Collaboration

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

State & Regional Tourism Alignment

Explore The Dalles maintains active engagement with:

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

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

Local & Community Collaboration

Explore The Dalles also works closely with:

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

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

Strengthening City Collaboration

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

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

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



Conclusion & Forward Focus



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Conclusion & Forward Focus

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

Looking ahead, Explore The Dalles will continue to:

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

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

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



AGENDA STAFF REPORT

AGENDA LOCATION: Item #9 A - C

MEETING DATE: March 23, 2026

TO: Honorable Mayor and City Council

FROM: Amie Ell, City Clerk

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

- A. **ITEM:** Approval of the March 23, 2026 Regular City Council meeting minutes.

BUDGET IMPLICATIONS: None.

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

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

- B. **ITEM:** Authorization of expenditures for 2026 City Street Chip Seal Project.

BUDGET IMPLICATIONS: The adopted FY2025-26 budget includes \$175,500 in line 005-0500-000.60-87 of the Street Fund allocated for chip seal projects.

SYNOPSIS: The 2026 chip seal project, as in past years, will be undertaken in partnership with Wasco County Public Works since they have the equipment needed to apply chip seals, which the City does not. The County only charges the City for the cost of its labor on these projects. The City has gone together with Wasco County for the purchase of chip seal oil to get the best pricing available. This year's project will include 22 street sections throughout the City totaling 4.8 miles of streets to be chip sealed. The list of streets to be chip sealed can be

viewed on the Public Works Transportation Division page of the City’s website.

The following are the anticipated expenditures to complete the 2026 Chip Seal Project:

ITEM	QUANTITY	UNIT COST	TOTAL COST
Chip Seal Oil	150 tons	\$525.00/ton	\$78,750.00
Chip Rock	1,600 tons	\$20.50/ton	\$32,800.00
Wasco Co. Labor	1	\$26,536.00	\$26,536.00
Towing	6 vehicles	\$1,500.00/ea.	\$9,000.00
Fog Seal Oil	40 tons	\$380.00/ton	\$15,200.00
TOTAL			\$162,286.00

RECOMMENDATION: Move to authorize the expenditures for the 2026 Chip Seal Project in an amount not to exceed \$162,286.00.

C. **ITEM:** Adopting Resolution No. 26-011 designating two previously adopted resolutions as Resolution Nos. 24-022A and 24-022B for administrative clarity

BUDGET IMPLICATIONS: None.

SYNOPSIS: In 2024, Council adopted two different resolutions using the same resolution number, 24-022. One was the September 23, 2024 resolution concurring with the Mayor’s appointment of Carrie Pipinich to the Planning Commission. The other was the October 14, 2024 budget transfer resolution.

The attached resolution addresses that duplicate numbering for administrative clarity by designating the September 23, 2024 resolution as Resolution No. 24-022A and the October 14, 2024 resolution as Resolution No. 24-022B. This action is administrative only and does not change the substance or legal effect of either prior Council action.

If adopted, staff will update the official resolution index and use the new designations in future references and certified copies.

RECOMMENDATION: Move to adopt Resolution No. 26-011, as presented.

MINUTES

CITY COUNCIL MEETING
COUNCIL CHAMBER, CITY HALL
MARCH 9, 2026
5:30 p.m.

VIA ZOOM/ IN PERSON

PRESIDING: Mayor Richard Mays

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

STAFF PRESENT: City Manager Matthew Klebes, City Attorney Jonathan Kara, City
Clerk Amie Ell, Public Works Director Dale McCabe, Police Chief
Tom Worthy, Community Development Director Joshua Chandler,
Assistant City Manager/HR Director Brenda Fahey, Finance
Director Brita Myer

CALL TO ORDER

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

ROLL CALL OF COUNCIL

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Mayor Mays said item #11 would be removed from the agenda.

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

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

PRESENTATIONS PROCLAMATIONS

Proclamation in Support of The Dalles Stand Down Event

Chelsea Perritt, local Veteran Service Officer for Wasco County, requested City support for the 2026 Veterans Stand Down event scheduled for Saturday, May 16, 2026, at Lewis and Clark Park from 11:00 a.m. to 1:00 p.m. The event was intended to connect veterans and their families with available resources. The previous event held in 2024 had strong participation, and organizers anticipated a larger turnout in 2026 with additional vendors and community partners. The event focus included medical care, dental services, housing, employment, education, and other support services. The outdoor format was intended to provide information and connections to resources rather than scheduled one-on-one appointments, allowing veterans to learn about available services and arrange follow-up assistance as needed.

Mayor Mays read the proclamation. (attached)

Brownfield Revitalization in The Dalles

Jacob Anderson Economic Development Officer presented updates on Brownfield Revitalization in The Dalles.

Anderson provided the following additional information after Council questions and discussion:

- The Brownfields program was not structured as grants to property owners. The City paid contractors to complete Phase I and Phase II environmental assessments and then sought reimbursement from the U.S. Environmental Protection Agency (EPA). Property owners were not required to repay the costs.
- The program reduced financial barriers for property owners and potential buyers by covering the cost of required environmental assessments.
- Environmental assessments were typically required when a property purchase involved bank financing, while private cash sales could occur without them.
- Assessments were most effective when completed before a property was under contract, as the process—particularly if a Phase II assessment was required—could delay a sale by several months.
- Property owners considering selling within the next one to two years were encouraged to apply while funding remained available so assessments could be completed in advance.
- Word-of-mouth outreach had proven more effective than mass marketing for identifying interested property owners and businesses.
- Property owners typically maintained records of completed assessments, and the Planning Department directed buyers or sellers with questions to the Brownfields program.

- No simple public database existed to confirm whether an assessment had been completed; records were generally maintained by property owners or located within EPA archives.
- Local realtors had been informed about the program and directed potential buyers and sellers to the City for assistance.

AUDIENCE PARTICIPATION

Chuck Gomez member of the Beautification and Tree Committee provided a Committee report and shared the following updates:

- The Committee applied for a \$300,000 State grant through the Oregon Department of Land Conservation and Development for tree planting, materials, labor, and maintenance on the west side of town. The City advanced through several stages of the application but ultimately did not receive the award. The grant program was recurring, and the Committee planned to apply again when it becomes available.
- Deb Ferrer of the Beautification Committee was recognized for extensive work preparing the grant application, including numerous meetings, research, and coordination efforts.
- Remaining funds from the tree giveaway program were allocated for the purchase and planting of larger trees at a local grade school and the Fort Dalles Museum.
- The Trevitt Triangle landscaping project completed the previous year continued to show visible improvement and was described as a successful example of a small commercial beautification effort.
- A similar beautification project was being developed for the roundabout near Lewis and Clark Park at the east end of the park parking lot area, where irrigation infrastructure was already present.
- Community concerns had been raised regarding an increase in rodents downtown. An environmentally based approach using owl nesting boxes was suggested as a potential method to help control the rodent population.
- The recent Hoot Fest event at the Granada Theater included approximately 400 attendees each night on Friday and Saturday for free concerts, drawing visitors from outside the community.
- A free veterans dedication concert featuring the United States Air Force Band of the Golden West was held Sunday and drew approximately 110 veterans, with nearly 1,000 total attendees participating in events at the theater over the three-day weekend.
- The events were described as contributing positively to tourism and visitation in The Dalles.
- The Beautification Committee implemented a sidewalk beautification grant program using \$3,000 previously budgeted for the effort. Grants of up to \$300 were offered to assist downtown businesses with costs such as pots, soil, plants, mulch, watering, or related expenses. The program received 23 applications, exceeding available funding and allowing ten grants to be awarded. The Committee planned to request updated

photographs from participating businesses to document improvements and share progress on the City website.

- The Committee also continued its Garden of the Month recognition program for residential gardens visible from streets and sidewalks. The program was entering its tenth year and would continue highlighting community gardens throughout the season.

In response to Council discussion regarding downtown trees:

- Previously failing trees had been replaced, and many appeared to be performing better following replanting.
- Some mature trees along Washington Street near the Granada Theater may require pruning to prevent overgrowth and potential sidewalk hazards.
- Trees removed near a small park area and the parking lot at Washington and First Streets were expected to be replaced as part of the ongoing First Street project.

Klebes added that the City had a three-year contract with a tree contractor that installed and replaced downtown street trees and provided maintenance during the contract period. As the contract neared completion, the City was preparing to procure equipment and resources to assume ongoing maintenance responsibilities. He noted the First Street Streetscaping Project would add additional street trees, increasing the downtown tree canopy and requiring continued pruning and care in areas such as the First Street parking lot and other downtown locations. He stated the objective was to create a more shaded and welcoming downtown environment and expressed confidence that, with support from the Beautification and Tree Committee, the tree canopy would continue to improve.

Rian Beach, Vice President of The Dalles Overground and Co-Director of the Hoot Festival, reported the inaugural event included seven venues, more than twenty performances, and over 400 attendees each night at the Granada Theater, with more than forty volunteers assisting. The Granada concerts were free but required registration and reached capacity weeks in advance, with returned tickets quickly claimed. Visitors attended from outside the community, and local lodging providers reported the weekend was among their busiest since peak summer tourism. Organizers recorded artist performances and captured extensive photo and video content to promote The Dalles and support future grant and sponsorship opportunities. He stated organizers planned to complete an after-action review and economic analysis and present additional information to Council at a future meeting.

Erin Willis, resident of The Dalles, commented on the recent Hoot Festival and stated she attended events at the Granada Theater and River City, noting the strong performances and community participation. She then raised concerns about social media posts circulating regarding the City's watershed proposal and HR 655, stating the posts had received significant engagement online and portrayed the City negatively. She read portions of the post and expressed concern about potential misinformation, noting she had forwarded the content to the City's social media

account and was seeking clarification or key facts that could be shared in response. She also asked whether a community group, committee, or other forum existed where residents could learn more about Google-related development and associated infrastructure topics.

Mayor Mays thanked Willis for bringing forward the concerns and stated the claim that 150 acres of land would be given to Google was inaccurate. He noted the City had previously responded to similar concerns and referenced a detailed letter prepared in response to an earlier media article. He stated the City Manager would provide additional information on the topic during the upcoming City Manager's Report and expressed appreciation for residents seeking clarification directly from the City rather than relying solely on outside information. He encouraged continued community awareness as additional information becomes available.

CITY MANAGER REPORT

City Manager Matthew Klebes reported;

- Staff continued work on a City rebranding effort identified in the previous Strategic Plan under the public relations goal. A cross-functional staff team worked with a contractor to develop a new logo and brand. A survey was distributed to City staff and City Council to gather feedback, and final revisions were underway. Once completed, updated materials such as business cards and a shorter City email address format would be introduced.
- He planned to join the Dalles Community Outreach Team during an upcoming trip to Washington, D.C., and noted he might attend the March 23 City Council meeting virtually due to travel scheduled that day during spring break.
- The City was preparing to begin procurement for an owner's advisor to assist with planning and delivery of the replacement of the Wicks Water Treatment Plant, a major project identified in the Water Master Plan. The advisor would help evaluate project delivery options and provide technical, financial, regulatory, and program support throughout the project. Staff anticipated bringing a contract recommendation to Council around July.
- Upcoming special meetings were being scheduled for June 25 and August 10 to review progress on the Wastewater Master Plan. Council interest was also requested regarding a potential tour of the wastewater treatment plant prior to those work sessions.
- Continued public outreach was occurring regarding House Bill 655, which proposes transferring approximately 150 acres from the U.S. Forest Service to the City for municipal watershed management. The transfer represents less than one percent of the approximately 22,000-acre watershed, does not change existing water rights, and does not authorize raising the height of the Crow Creek Dam. Staff were preparing an FAQ and maps to clarify the proposal and address misinformation circulating online.
- The City and The Dalles Art Center were partnering on a new art installation at the roundabout near Sunshine Mill to replace faded murals. The project would use a combination of private grant funding, Google support, and City funds.

- Several Hoot Festival venues were attended during the weekend, with the event described as well attended and successful. Continued community interest suggested potential for the festival to become an annual event.
- The Cherry Festival would proceed as planned, with the carnival located at Lewis and Clark Park while other traditional events—including the Cherry Run, parade, car show, live music, and vendor market—would continue downtown during construction associated with the First Street Streetscaping Project.

CITY COUNCIL REPORTS

Councilor Runyon reported;

- Attended Mid-Columbia Veterans Memorial Committee meeting.
- Met with Code Enforcement Officer
- Talked with Police Chief about letter received regarding motorized bicycles.

Councilor Richardson had no report.

Councilor Randall had no report.

Councilor Wring reported;

- Attended a Sister Cities meeting and reported an upcoming trip to the City's sister city, Miyoshi City, Japan, scheduled for mid-June, with several local high school students selected to participate. Planned to attend the trip to represent the City.
- Attended a meeting regarding current houselessness and homelessness efforts and received an update on related activities

Councilor McGlothlin had no report.

Mayor Mays had no report.

CONSENT AGENDA

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

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

Items approved on the consent agenda were:

- A) Approval of the February 23, 2026 Regular City Council Meeting Minutes

- B) Resolution No. 26-009 Assessing the Real Property Located at 2315 East 2nd Street the Cost of Nuisance Abatement
- C) Resolution No. 26-010 Assessing the Real Property Located at 3203 West 7th Street the Cost of Nuisance Abatement

ACTION ITEMS

General Ordinance No. 26-1426 Amending TDMC Chapter 8.04 (Transient Lodging Tax) to Enable Oregon Department of Revenue Administration Under ORS 305.620, and Authorizing the City Manager to Execute an ORS 305.620 Intergovernmental Agreement and Related Onboarding Documents

Jonathan Kara, City Attorney and Brita Meyer, Finance Director reviewed the staff report.

Additional information was provided by staff following Council questions regarding the staff report:

- Only a small number of formal disputes had occurred over the past several years; however, staff time had largely been spent addressing non-filing or underreporting issues, including repeated follow-up and collections efforts with lodging operators before matters reached a formal dispute process.
- Under the City's current process, lodging providers submitted remittances monthly, while the State required quarterly remittances.
- The City had subscribed to a service that identified unpermitted short-term rentals and potential tax compliance issues. Under the proposed change, those monitoring and enforcement responsibilities would transfer to the State, which already had access to broader platform data.
- If enforcement responsibilities shifted to the State, the City would no longer need the compliance service, resulting in an estimated annual savings of approximately \$4,000.
- The change was expected to reduce administrative workload for City staff, allowing additional time for projects such as software implementation, records scanning, and efforts to move toward more paperless processes.

- Council emphasized the importance of considering impacts on small businesses, noting that administrative requirements that may appear minor could still create burdens for small operators.
- Council agreed the ordinance could be adopted while delaying approval of the intergovernmental agreement (IGA) with the State until additional outreach and feedback could be received from local lodging providers and small businesses.

- The ordinance had been written to provide flexibility, allowing the City to proceed with negotiations while retaining the ability for Council to review and approve the final agreement before it takes effect.
- It was confirmed that any future agreement with the State would include a process allowing the City to terminate the arrangement if it was no longer beneficial.
- Financial information submitted through the transient lodging tax program remained confidential and used only for tax enforcement purposes.
- Staff noted that less frequent reporting requirements could reduce administrative burden for lodging providers, while enforcement responsibilities would shift to the State if compliance issues occurred.

It was moved by Randall and seconded by Richardson to adopt General Ordinance No. 26-1426, as amended by title, only after revising the Dallas Municipal Code. 8.0 4.160 a to provide that all money received by the city from the tax is deposited into the tourist promotion fund, and that at least annually, the tax administrator transfers to the general fund all amounts not required by Oregon law to remain in that fund, with the amount retained in that fund not to exceed 55.4% unless state or federal law requires otherwise.

Mayor Mays asked if anyone wanted the ordinance read in full. None did. He asked the City Clerk to read the ordinance by title.

Ell read General Ordinance No. 26-1426 Amending TDMC Chapter 8.04 (Transient Lodging Tax) to Enable Oregon Department of Revenue Administration Under ORS 305.620 by title.

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

ADJOURNMENT

Being no further business, the meeting adjourned at 6:58 p.m.

Submitted by/
Amie Ell, City Clerk

SIGNED:

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

DRAFT



CITY OF THE DALLES PROCLAMATION

In Recognition of the Stand Down Event

WHEREAS, the City of The Dalles deeply values the service, courage, and sacrifice of our nation's Veterans, Active-Duty Service Members, National Guard, Reservists, and their families; and

WHEREAS, Stand Down events across the country provide critical support to veterans by connecting them with essential services, including housing resources, health care, employment assistance, behavioral health support, benefits counseling, and community programs; and

WHEREAS, the Stand Down event in The Dalles brings together local government agencies, nonprofit organizations, volunteers, and community partners to offer compassionate, one-stop access to assistance for those who have served our nation; and

WHEREAS, many veterans in our region face challenges related to housing stability, health, employment, and reintegration, and the Stand Down event serves as an important step toward meeting these needs with dignity and respect; and

WHEREAS, The City of The Dalles recognizes the significance of supporting veterans not just on a single day, but throughout the year, and honors the dedication of all those who work to ensure that veterans receive the care and services they deserve;

NOW, THEREFORE, on the 9th day of March, 2026, I, Richard A. Mays, Mayor of the City of The Dalles on behalf of the City Council do hereby proclaim its full support for the Stand Down event in The Dalles and encourages all community members, service providers, and organizations to recognize the importance of this event and to join in honoring, supporting, and uplifting our veterans.



Mayor Richard A. Mays

Attest:



Amie Ell, City Clerk



RESOLUTION NO. 26-011

A RESOLUTION DESIGNATING TWO PREVIOUSLY ADOPTED RESOLUTIONS AS RESOLUTION NOS. 24-022A AND 24-022B FOR ADMINISTRATIVE CLARITY AND DIRECTING UPDATE OF THE OFFICIAL RESOLUTION INDEX

WHEREAS, on September 23, 2024, the City Council adopted that certain resolution numbered “Resolution No. 24-022”, a resolution concurring with the Mayor’s appointment of Carrie Pipinich to the Planning Commission, a copy of which is attached to and made part of this Resolution as its **Exhibit A**;

WHEREAS, on October 14, 2024, the City Council also adopted that certain resolution numbered “Resolution No. 24-022”, a separate resolution authorizing transfers of budgeted amounts between categories of various funds of the City of The Dalles adopted budget, making appropriations and authorizing expenditures for the fiscal year ending June 30, 2025, a copy of which is attached to and made part of this Resolution as its **Exhibit B**;

WHEREAS, the duplicate use of “Resolution No. 24-022” creates an administrative ambiguity in the City’s official resolution index and permanent records; and

WHEREAS, the City Council finds it appropriate to clarify the City’s official records without changing the substance, adoption date, effective date, vote, or legal effect of either prior Council action.

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

Section 1 Administrative Designations. For official indexing, recordkeeping, and future reference only:

- A. the resolution attached to and made part of this Resolution as its **Exhibit A** and adopted on September 23, 2024, concurring with the Mayor’s appointment of Carrie Pipinich to the Planning Commission, is hereby designated “**Resolution No. 24-022A**”; and
- B. the resolution attached to and made part of this Resolution as its **Exhibit B** and adopted on October 14, 2024, authorizing transfers of budgeted amounts between categories of various funds of the City of The Dalles adopted budget, making appropriations and authorizing expenditures for the fiscal year ending June 30, 2025, is designated “**Resolution No. 24-022B**”.

Section 2 No Substantive Change. This Resolution is administrative only. It does not amend, ratify, reapprove, or otherwise change the substance, vote, adoption date, effective date, or legal effect of either resolution identified in Section 1.

Section 3 Official Records. The City Manager is directed to cause the official resolution index and related administrative records to be updated to reflect the designations established by this Resolution. Personnel designated by the City Manager to perform the City Clerk function may reflect those designations in the City’s electronic records, cross-reference lists, and future certified copies. The original adopted documents shall remain in the City’s permanent records as originally executed.

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

PASSED AND ADOPTED THIS 23RD DAY OF MARCH, 2026,

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

AND APPROVED BY THE MAYOR THIS 23RD DAY OF MARCH, 2026.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

RESOLUTION NO. 24-022

**A RESOLUTION CONCURRING WITH THE
MAYOR'S APPOINTMENT TO THE PLANNING COMMISSION, PIPINICH**

WHEREAS, there is a vacant position on the Planning Commission, and

WHEREAS, the Mayor has elected to appoint Carrie Pipinich to the Planning Commission.

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

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

Carrie Pipinich to the Planning Commission; with term expiring April 30, 2028.

Section 2. This Resolution shall be effective September 23, 2024.

PASSED AND ADOPTED THIS 23rd DAY OF SEPTEMBER, 2024.

Voting Yes, Councilors: Long, McGlothlin, Randall, Richardson, Bunyan
Voting No, Councilors: _____
Absent, Councilors: _____
Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 23rd DAY OF SEPTEMBER, 2024.

SIGNED: Richard A. Mays

Richard A. Mays, Mayor

ATTEST: Amie Ell

Amie Ell, City Clerk

RESOLUTION NO. 24-022

A RESOLUTION AUTHORIZING TRANSFERS OF BUDGETED AMOUNTS BETWEEN CATEGORIES OF VARIOUS FUNDS OF THE CITY OF THE DALLES ADOPTED BUDGET, MAKING APPROPRIATIONS AND AUTHORIZING EXPENDITURES FOR THE FISCAL YEAR ENDING JUNE 30, 2025.

WHEREAS, during the budget year certain funds may experience expenditures above approved category limits; and

WHEREAS, Oregon Budget Law recognizes these events and allows for transferring of funds between approved category limits within and between funds; and

WHEREAS, \$72,713 is needed from the General Fund Contingency. Additional funds are needed for the recently passed but not yet implemented Recruitment and Retention Adjustment (RRA) for the remainder of this Fiscal Year Ending June 30, 2025. The RRA is intended to help the City continue to recruit and retain a trained and a dedicated workforce. The following resolution will allow each employee to receive an additional \$127.42 on each paycheck through June 30, 2025, totaling \$1,146.79. This transfer is necessary to ensure that the following departments can adequately fund personnel services and maintain operations effectively. Some departments and funds will not need the adjustment as they have enough savings to cover the additional expense in the budget; and

WHEREAS, \$18,693 is needed from the Waste Water Fund Contingency for the recently passed but not yet implemented Recruitment and Retention Adjustment (RRA) for the remainder of the Fiscal Year Ending June 30, 2025; and

WHEREAS, \$10,720 is needed from the General Fund Contingency to compensate the Human Resource budget. We propose to purchase 5 Automated External Defibrillators (AEDs) to enhance the safety and emergency preparedness of our facilities. The need is driven by health and safety compliance; and

WHEREAS, \$8,568 is needed from the General Fund Contingency to compensate the General Services Department and the Police Department. The funds are needed in the General Fund Budget to cover elevator inspections for the Police Department and General Services department. Regular safety inspections are essential to ensure compliance with safety regulations and to prevent potential hazards.

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

Section 1. Authorizing Budget Transfers. The City Council hereby authorizes the following transfers of funds between budgeted categories and funds:

<u>FUND OR DEPT.</u>	<u>BUDGETED</u>	<u>RESOURCES NEEDED</u>	<u>REALLOCATED</u>
<u>GENERAL FUND (001)</u>			
From General Fund Contingency	\$1,093,173	\$ 1,001,172	- \$ 92,001
To City Clerk Department	\$172,910	\$ 174,304	\$ 1,394
To City Manager Department	\$388,087	\$ 390,932	\$ 2,845
To Legal Department	\$606,498	\$ 609,286	\$ 2,788
To Judicial Department	\$121,394	\$ 122,120	\$ 726
To Finance Department	\$645,792	\$ 651,368	\$ 5,576
To Utility Department	\$231,852	\$ 233,975	\$ 2,123
To Economic Development Department	\$228,117	\$ 229,511	\$ 1,394
To Human Resource Department	\$447,785	\$460,054	\$ 12,269
To Community Development Department	\$712,231	\$ 715,736	\$ 7,027
To Police Department	\$5,533,405	\$5,577,886	\$ 44,481
To IT Department	\$687,035	\$ 691,062	\$ 4,027
To General Services Department	\$726,883	\$ 732,840	\$ 5,957
To Animal Control Department	\$173,734	\$175,128	\$ 1,394
<u>WASTE WATER FUND (055)</u>			
From Waste Water Fund Contingency	\$68,351	\$49,658	- \$18,693
To Waste Water Department	\$4,516,581	\$4,535,274	+ \$18,693

Section 2. Effective Date. This Resolution shall become effective upon adoption by the City Council and shall remain in effect until receipt and acceptance of the FY24/25 audit report.

PASSED AND ADOPTED THIS 14th DAY OF OCTOBER, 2024.

Voting Yes, Councilors: Randall, Long, McGlothlin, Richardson, Runyon
 Voting No, Councilors: _____
 Absent, Councilors: _____
 Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 14th DAY OF OCTOBER, 2024.

SIGNED:
Richard A Mays
 Richard A. Mays, Mayor

ATTEST:
Amie Ell
 Amie Ell, City Clerk



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
FAX (541) 296-6906

AGENDA STAFF REPORT

AGENDA LOCATION: Item # 10A

MEETING DATE: March 23, 2026

TO: Honorable Mayor and City Council

FROM: Brenda Fahey, Assistant City Manager/HR Director

ISSUE: COLA Increases for Non-Represented Staff

BACKGROUND: The City of The Dalles has historically evaluated the need for cost-of-living adjustments (COLA) to wages, and applied COLA using the Western Region Consumer Price Index for Urban Consumers (Western CPI-U). CPI is the cost change for goods and services in response to inflation. Applying COLA to wages ensures that compensation for organizations is more likely to remain in scale with costs, assisting with employee recruitment and retention, morale, and economic vitality through stabilized purchasing power.

COLA has been released at 2.7% for the last 12 months ending in January.

The City has three distinct groups, from a labor relations perspective:

- SEIU Members
- The Dalles Police Association Members (TDPA)
- Non-Represented Staff

Non-Represented Staff include (but is not limited to):

- City Manager
- City Attorney
- Assistant City Manager/HR Director
- Police Chief
- Directors/Deputy Directors
- Managers/Supervisors (including Police Captain and Sergeants)
- IT Department Staff

- Planning Department Staff
- HR Department Staff
- Finance Specialists
- Administrative Assistants

SEIU is currently in contract negotiations with the City, and COLA increases are subject to bargaining. Any COLA increases awarded will be included as part of a new collective bargaining agreement.

TDPA COLA is listed in the most recent collective bargaining agreement.

Non-Represented staff are not represented by a labor union. Council must approve COLA adjustments for non-represented staff on an annual basis.

The City is preparing to start a phased classification and compensation study for non-represented positions. This will include a comprehensive review of total rewards (wages, benefits, etc.) for each non-represented position and will result in development of a classification structure for future City staff needs and career progression. This work is anticipated to take more than one year to fully complete. The City is planning to propose wage table adjustments for non-represented positions on a quarterly basis, aligned with phase evaluation completions.

PROPOSAL: Staff recommends adopting COLA for Non-Represented staff at 2.7%, effective July 1, 2026.

BUDGET IMPLICATIONS: The annual budget for fiscal year 2026-2027 is being prepared to reflect 2.7% COLA for non-represented staff in anticipation of Council approving Western CPI-U COLA adjustment.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to approve the proposed 2.7% COLA for non-represented staff at City of The Dalles.*
2. **Decline** formal action and direct staff accordingly.



AGENDA STAFF REPORT

AGENDA LOCATION: Item #10B

MEETING DATE: March 23, 2026

TO: Honorable Mayor and City Council

FROM: Jonathan Kara, City Attorney

ISSUE: Adopting Special Ordinance No. 26-611, a special ordinance approving a short-term franchise agreement extension with Spectrum Pacific West, LLC (*Charter Communications*) and declaring an emergency

BACKGROUND: In March 2016, the City Council adopted Special Ordinance No. 16-571 approving the City's current cable television franchise agreement with Falcon Community Ventures I, L.P., (*Charter Communications*). Spectrum Pacific West, LLC is the successor-in-interest and current franchise holder.

The current franchise is scheduled to expire on April 1, 2026. The City and Charter are currently engaged in renewal negotiations regarding a successor franchise agreement under the federal Cable Act, which has a rigid renewal negotiation process. The proposed ordinance is intended to provide a short extension so the current franchise remains in effect while our negotiations continue.

The proposed extension would continue the existing franchise through September 28, 2026, unless earlier replaced by a successor franchise approved by the City Council and accepted by Charter. Other than the temporary extension (and a housekeeping office address update for Charter), the current franchise would remain unchanged.

The ordinance also includes an emergency clause solely so the extension can take effect immediately upon adoption and avoid any gap in the City's existing franchise authority before April 1, 2026. It does not reflect a sudden public safety event or any unusual service issue—it's a procedural step to ensure Charter's cable service continuity while negotiations are completed.

The purpose of the ordinance is practical. It avoids any lapse in the current franchise while negotiations continue and preserves continuity of cable service and the City's existing franchise framework during that interim period. Staff anticipates that the parties will be able to resolve the remaining issues and return to Council with a proposed successor franchise agreement in the near term.

BUDGET IMPLICATIONS: None.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to adopt Special Ordinance No. 26-611, as presented, by title only.*
2. Make modifications to then move to adopt Special Ordinance No. 26-611, as amended, by title only, after reading aloud any substantive modifications.
3. Decline formal action and provide Staff additional direction.

SPECIAL ORDINANCE NO. 26-611

**A SPECIAL ORDINANCE APPROVING A FRANCHISE AGREEMENT
EXTENSION WITH SPECTRUM PACIFIC WEST, LLC FOR
THE MAINTENANCE AND OPERATION OF A CABLE TELEVISION SYSTEM
AND DECLARING AN EMERGENCY**

WHEREAS, in March 2016, the City Council adopted Special Ordinance No. 16-571 to approve a cable television franchise agreement (**Franchise Agreement**) with Falcon Community Ventures I, L.P., locally known as *Charter Communications*, a copy of which is attached to and made part of this Special Ordinance as its **Exhibit A**;

WHEREAS, Spectrum Pacific West, LLC is the successor-in-interest to Falcon Community Ventures I, L.P. and is the current holder of the Franchise Agreement (**Franchisee**);

WHEREAS, the Franchise Agreement is scheduled to expire April 1, 2026, and the City and Franchisee are currently engaged in renewal negotiations under the Cable Communications Policy Act of 1984 regarding a successor franchise agreement, including Section 626 (47 U.S.C. § 546);

WHEREAS, the City Council finds that the Franchisee has substantially complied with the material terms of the current franchise under applicable law and that the financial, legal, and technical ability of the Franchisee is sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, it is in the best interests and welfare of the citizens of The Dalles to avoid any interruption in cable service and to have a franchise agreement in effect while renewal negotiations continue.

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

1. Franchise Agreement Extension. The term of the Franchise Agreement approved by Special Ordinance No. 16-571 that would otherwise expire on April 1, 2026 (or such other date as the Franchise Agreement otherwise expires by its terms) is extended through September 28 2026, unless earlier replaced by a successor franchise agreement approved by the City Council and accepted by the Franchisee.
2. Continued Effect. During the extension period described in Section 1, the Franchise Agreement remains in full force and effect. Except as expressly provided in this Special Ordinance No. 26-611, all terms and conditions of the Franchise Agreement remain unchanged.
3. Reservation of Rights. The City and the Franchisee reserve all rights under Section 626 of Title VI of the Communications Act of 1934, as amended (47 U.S.C. § 546). This

Special Ordinance No. 26-611 is a temporary term extension only and does not waive any rights related to renewal procedures under 47 U.S.C. § 546.

- 4. Notices Copy Address Updated. Section 15.5 (*Notices*) of the Franchise Agreement is hereby amended by replacing the *Copy to*: contact information with:

Charter Communications, Inc.
Attn: Vice President, Local Government Affairs and Franchising
601 Massachusetts Ave. NW, Suite 400W
Washington, DC 20001

- 5. Acceptance Required. The term extension and amendment granted through this Special Ordinance No. 26-611 are valid only upon Franchisee’s filing with the City Clerk, within fourteen (14) days from this Special Ordinance No. 26-611’s adoption, a written acknowledgment and acceptance of all the terms and conditions provided herein, a copy of which is attached to and made part of this Special Ordinance as its **Exhibit B**.
- 6. Emergency. An emergency is declared to exist because the current Franchise Agreement is scheduled to expire in early April 2026, negotiations for a successor franchise agreement are ongoing, and it is necessary for the immediate preservation of the public peace, health, safety, and welfare that cable service continue without interruption while the City and Grantee complete renewal negotiations.
- 7. Immediate Effect. This Special Ordinance shall be effective upon adoption.

PASSED AND ADOPTED THIS 23RD DAY OF MARCH, 2026,

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

AND APPROVED BY THE MAYOR THIS 23RD DAY OF MARCH, 2026.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

**Exhibit A to
Special Ordinance No. 26-611**

SPECIAL ORDINANCE NO. 16-571

**AN ORDINANCE APPROVING A FRANCHISE AGREEMENT WITH
FALCON COMMUNITY VENTURES I, L.P., LOCALLY KNOWN AS
CHARTER COMMUNICATIONS FOR THE MAINTENANCE AND
OPERATION OF A CABLE TELEVISION SYSTEM IN THE CITY OF
THE DALLES, AND DECLARING AN EMERGENCY**

WHEREAS, Falcon Community Ventures I, L.P., locally known as Charter Communications, has maintained and operated a cable television system in the City of The Dalles pursuant to the provisions of Special Ordinance No. 00-482; and

WHEREAS, current franchise agreement provided by Special Ordinance No. 00-482 is scheduled to expire upon March 31, 2016; and

WHEREAS, on February 22, 2016, the City Council discussed a proposed new franchise agreement which had been negotiated by City staff members and representatives from Charter Communications, and the Council requested that certain revisions be made to the proposed franchise agreement; and

WHEREAS, on March 14, 2016, the City Council was presented with a final revised version of the franchise agreement, which included the revisions requested by the Council, and the Council has determined that it is in the best interests and welfare of the citizens of The Dalles, that the revised franchise agreement be approved;

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

Section 1. Franchise Agreement Approved. The Franchise Agreement (attached as Exhibit A) between the City of The Dalles, and Falcon Community Ventures I, L.P., locally known as Charter Communications, is hereby approved, and the Mayor is authorized to execute the agreement on behalf of the City of The Dalles.

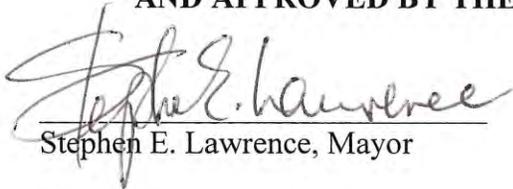
Section 2. Emergency Declared. Whereas, the current franchise agreement for Charter Communications is scheduled to expire on March 31, 2016, and it is in the best interest and welfare of the citizens of The Dalles to have a franchise agreement in effect prior to the expiration of the current franchise agreement, to allow for Charter Communications to continue providing cable television services without any interruption;

NOW, THEREFORE, an emergency is declared to exist, and this ordinance shall go into full force and effect upon its passage and approval.

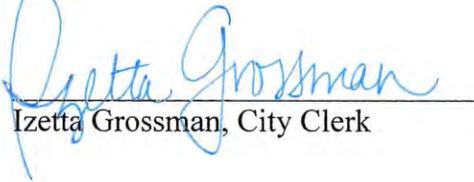
PASSED AND ADOPTED THIS 14TH DAY OF MARCH, 2016.

Voting Yes, Councilors: Miller, Elliott, Spatz, Miller, McGlothlin
Voting No, Councilors: —
Absent, Councilors: —
Abstaining, Councilors: —

AND APPROVED BY THE MAYOR THIS 14TH DAY OF MARCH, 2016.


Stephen E. Lawrence, Mayor

Attest:


Izetta Grossman, City Clerk

FRANCHISE AGREEMENT

This Franchise Agreement (“**Franchise**”) is between the CITY of THE DALLES, OREGON, hereinafter referred to as the “Grantor” and FALCON COMMUNITY VENTURES I, L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act
- B. “Board/Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct, operate, and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- F. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such

phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusions available under applicable State law.

- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Service Area" shall mean the geographic boundaries of the incorporated City of The Dalles, and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 6 hereto.
- I. "State" shall mean the State of OREGON.
- J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee

and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate

Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability \$1,000,000 per occurrence C.S.L.

Umbrella Liability \$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to make best efforts to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area

will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at

the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to or better than the condition of the Streets immediately prior to such damage or disturbance.

8.6 Additional Right-of-Way Regulation. The Grantor shall provide Grantee with six (6) months written notice in advance of any intent to reconstruct or overlay any streets located within Grantee's Service Area. Subject to applicable law, work by Grantee shall be performed in compliance with the generally applicable rules, regulations, ordinances (including the City's ordinance regulating public right-of-way), or orders, which may, during the continuance of this franchise, be adopted from time to time by the City of The Dalles.

8.7 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.8 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities, utilizing appropriate arboricultural methods to protect the health and integrity of desirable trees.

8.9 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.10 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.11 Reimbursement of Costs. If funds are available to any similar user of the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other users affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.12 Emergency Use. If the Grantee provides an Emergency Alert System (“EAS”), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee’s Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys’ fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are satisfied; however, notwithstanding anything to the contrary, Grantee may discontinue or refuse to provide Cable Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee’s employees or representatives.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law.

Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within thirty (30) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. Grantee will provide annually to the Grantor a statement showing a schedule of gross revenues certified true and correct by a financial representative of Grantee. The representative's certification shall show the basis for the computation in accordance with the definition of Gross Revenues contained in this Franchise. Grantor shall consider such schedule confidential in nature and the schedule will not be considered a public record.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records, Reports and Maps**

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee’s local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee’s records maintained by Grantee as is reasonably necessary to ensure Grantee’s compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee’s books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 Upon written request of the Grantor, the Grantor and Grantee will meet to discuss the possibility of providing one (1) channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government (“PEG”) access programming. The PEG channel may be placed on any tier of service available to subscribers. If all of the following conditions are satisfied, Grantee will provide one (1) downstream access Channel upon no less than 120 days’ written notice from the Grantor following such meeting and receipt of the following:

- (1) Grantor has passed a resolution, after a public hearing, stating that there is demonstrated community need for PEG access programming;
- (2) Grantor has passed a resolution in which it agrees to fund all the operational expenses for such programming;
- (3) Grantor provides a letter to Grantee identifying those entities or persons who will be responsible for providing access programming and agreeing to indemnify Grantee for any negligence or willful misconduct of such entities or persons for such access programming.
- (4) A statistically-significant representative sample survey of Subscribers in the Service Area indicates that more than twenty-five percent (25%) of Subscribers are somewhat interested or very interested in viewing PEG access programming; provided, however, that any such survey shall be at Grantee’s option and cost, and shall be conducted and concluded within ninety (90) days of the meeting with the Grantor described above.

13.2 If the PEG channel provided pursuant to this section is occupied by non-local, substantially duplicated or character-generated programming fifty (50%) percent of the time during “regular viewing hours” measured over any ten (10) consecutive week period, the Grantee shall have a right to a return of the PEG channel upon one hundred twenty (120) days’ notice to Grantor of its intent to reclaim the PEG

channel. For purposes of this subsection, “regular viewing hours” shall be the hours between 1 p.m. and 11 p.m., Monday through Friday, and between noon and midnight on weekends. A program may be repeated up to two (2) times after its first run during regular viewing hours before it is deemed “duplicated.”

SECTION 14 **Enforcement or Revocation**

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with Section 15 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide

any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript or audio recording shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with

this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of The Dalles
Attn: City Manager
313 Court Street
The Dalles, OR
Email: jkrueger@ci.the-dalles.or.us

Grantee: Director, Government Affairs
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684
Marian.jackson@charter.com

Copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Section 15.6 above.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise (“Effective Date”). The initial term of this franchise shall expire ten (10) years from the Effective Date defined herein, unless extended in accordance with Section 2.2 of the Franchise or by the mutual agreement of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ___ day of _____, 2016.

The Dalles, Oregon

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 2016, subject to applicable federal, State and local law.

Falcon Community Ventures I, LP
By: Charter Communications VII, LLC, its General Partner
By: Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____

Date: _____

**Exhibit B to
Special Ordinance No. 26-611
Spectrum Pacific West, LLC**

ACKNOWLEDGMENT AND ACCEPTANCE

I hereby acknowledge I have read the provisions of **Special Ordinance No. 26-611** and am duly authorized to act on behalf of the franchisee (**Spectrum Pacific West, LLC**, successor-in-interest to Falcon Community Ventures I, L.P., locally known as *Charter Communications*) to hereby accept the terms of that Special Ordinance, its referenced extended *Franchise Agreement*, and applicable provisions of The Dalles Municipal Code.

DATED this ____ day of _____, 2026.

Spectrum Pacific West, LLC

By: _____

Title: _____

Date: _____





AGENDA STAFF REPORT

AGENDA LOCATION: Item #10C

MEETING DATE: March 23, 2026

TO: Honorable Mayor and City Council

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

ISSUE: Adopting Special Ordinance No. 26-612, a special ordinance granting a non-exclusive water utility franchise to Chenowith Water People's Utility District

BACKGROUND: The City Charter and Oregon law authorize the City to determine, by contract or ordinance, the terms and conditions, including charges and fees, upon which a people's utility district may occupy City streets, highways, and other public property. State law also limits this type of municipal street franchise to 20 years.

Chenowith Water People's Utility District provides water service to customers located within portions of the City and occupies City public rights-of-way with mains, service lines, hydrants, meters, valves, vaults, and related facilities. The District has operated within the City without a franchise for many years. The proposed *Water Utility Franchise Agreement* formalizes and qualifies the District's continued occupancy and use of City public rights-of-way and other public places for that purpose.

City and District technical staff have been collaborating and negotiating this agreement for several months. The attached draft reflects that negotiation process and is intended to be a practical and operations-focused agreement between two public bodies. The agreement does not require the District to build its water system to City water-system design standards. Instead, it draws a practical distinction between work performed in the City's public right-of-way (which must comply with City standards of general applicability for permitting, traffic control, ADA requirements, surface restoration, etc.) and the design and operation of the District's water system (with the District continuing to use its own engineering/design and materials standards, together with applicable industry and drinking-water standards).

The agreement also addresses several operational issues that have been central to the negotiations. These include arterial and collector street crossings, fresh pavement cut restrictions and emergency exceptions, new construction coordination, locate and conflict-avoidance practices, as-built and GIS deliverables, mapping confidentiality, permitting workflow, public notice during construction, emergency coordination, relocation for public projects, and abandonment-in-place versus removal. The goal is to give the City clear right-of-way protections and predictable coordination mechanisms without imposing unnecessary requirements that do not fit water utility operations.

the franchise agreement contemplates an effective date of July 1, 2026, primarily to ensure both the City and the District have sufficient time to prepare their respective budgets for the upcoming fiscal year. Franchise fees are typically calculated as a percentage of a utility's *gross revenue earned within the City's corporate limits*.

Here, to ensure fairness and consistency across utilities and ratepayers, including the City's own proposed internal treatment of its water and wastewater utility funds beginning July 1, 2026, Staff recommends, and the proposed agreement reflects, a 1%-per-year phased approach to the franchise fee: 1% until June 30, 2027, 2% until June 30, 2028, 3% until June 30, 2029, 4% until June 30, 2030, and 5% from July 1, 2030, onward. That ramped approach is intended to give the District time to absorb and plan for the increase while still moving toward the target of a long-term 5% franchise fee.

Staff understands that the District Board is considering entering this franchise agreement at its March 17, 2026, regular meeting.

BUDGET IMPLICATIONS: The franchise agreement will generate franchise-fee revenue based on the District's gross revenue from water service to users within the City. The precise annual amount will depend on the District's in-City revenue during each reporting period. The agreement phases in that revenue beginning at 1% on July 1, 2026, and reaching 5% on July 1, 2030.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** *Move to adopt Special Ordinance No. 26-612, a special ordinance granting a non-exclusive water utility franchise to Chenoweth Water People's Utility District, as presented, by title only.*
2. Make modifications to then move to adopt Special Ordinance No. 26-612, as amended, by title only, after reading aloud any substantive modifications.
3. Decline formal action and provide Staff additional direction.

SPECIAL ORDINANCE NO. 26-612

**A SPECIAL ORDINANCE GRANTING A NON-EXCLUSIVE
WATER UTILITY FRANCHISE TO
CHENOWITH WATER PEOPLE’S UTILITY DISTRICT**

WHEREAS, The Dalles Municipal Code (TDMC) Chapter 2.24 provides the City maintains full jurisdiction and exercises complete regulatory control over all public rights-of-way within the City’s corporate limits pursuant to the City Charter and Oregon law;

WHEREAS, TDMC 2.24.040 provides no person may occupy a public right-of-way without the City’s permission and the City grants permission to use its public rights-of-way by *inter alia* franchises;

WHEREAS, Chenowith Water People’s Utility District (**Franchisee**) requested from the City a water utility franchise to occupy the City’s public right-of-way for the construction, maintenance, and operation of facilities for the purpose of providing water utility service; and

WHEREAS, the City Council finds its qualified grant of permission to Franchisee for the nonexclusive privilege of using the City’s public rights-of-way as provided herein supports the public health, safety, and welfare.

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

1. Authorization. The City Council hereby authorizes the City Manager to execute the *Water Utility Franchise Agreement* with Franchisee attached to and made part of this Special Ordinance as its **Attachment 1**.
2. Acceptance. The franchise granted through this Special Ordinance shall only be valid upon Franchisee’s filing with the City Clerk (by this Special Ordinance’s effective date) a written acknowledgment and acceptance of all the terms and conditions provided herein, a copy of which is attached to and made part of **Attachment 1** as its **Exhibit A**.

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3. Effective Date. This Special Ordinance shall be effective 30 days after adoption.

PASSED AND ADOPTED THIS 23RD DAY OF MARCH, 2026,

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

AND APPROVED BY THE MAYOR THIS 23RD DAY OF MARCH, 2026.

Richard A. Mays, Mayor

ATTEST:

Amie Ell, City Clerk

WATER UTILITY FRANCHISE AGREEMENT

This WATER UTILITY FRANCHISE AGREEMENT (**Agreement**) is entered into by the City of The Dalles, an Oregon municipal corporation (**City**), and Chenoweth Water People's Utility District, a people's utility district duly organized and operating pursuant to the provisions of ORS Chapter 261 (**Franchisee**), for Franchisee's occupancy of the City's public right-of-way to construct, maintain, and operate a water utility system within the City's corporate limits.

WHEREAS, the City is an Oregon municipal corporation with home rule authority under the Oregon Constitution;

WHEREAS, The Dalles Municipal Code (TDMC) 2.24.020 provides that the City has jurisdiction and exercises regulatory control over all public rights-of-way within the City pursuant to the City Charter and Oregon law;

WHEREAS, TDMC 2.24.040 provides that no person may occupy or encroach on a public right-of-way without the City's permission and the City grants permission to use public rights-of-way by *inter alia* franchises;

WHEREAS, ORS 221.420 authorizes the City to determine, by contract or ordinance, the terms and conditions, including payment of charges and fees, upon which a people's utility district may occupy City streets and other public property;

WHEREAS, Franchisee requires the City's permission to occupy City-regulated public rights-of-way and other public places to construct, operate, use, and maintain a water utility system and relevant appurtenances; and

WHEREAS, the City desires to formalize and qualify its grant of permission to Franchisee as provided herein;

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

1. **DEFINITIONS.** The Parties agree that, except where the context clearly indicates otherwise, the following terms (regardless of capitalization) and both their singular and plural and both their noun and verb forms, as applicable, mean the following:
 - 1.1 Applicable law means any provision of legislative, administrative, or judicially created federal, Oregon, or local law applicable to Franchisee, the substance of this Agreement, or its performance by the Parties.
 - 1.2 City standards means all rules and regulations of the City, including (without limitation) the terms of all required permits, applicable provisions of The Dalles Municipal Code, City-approved traffic control and temporary pedestrian accessible route plans, and the then-current version of the *City of The Dalles Standard Specifications for Construction* (as amended).
 - 1.3 Effective date means the date of Franchisee's acceptance of the franchise granted pursuant to this Agreement as indicated on its *Acknowledgment and Acceptance*, attached to and made part of this Agreement as its **Exhibit A**.

- 1.4 Facility means any tangible component of Franchisee’s water utility system, including (without limitation) mains, service lines, valves, hydrants, meters, meter boxes/vaults, pressure-reducing valves, storage tanks, pumps, wells, telemetry/SCADA, conduits, and appurtenances.
- 1.5 Franchise means the City’s qualified grant of permission to Franchisee for the nonexclusive privilege to occupy and use public rights-of-way and public places pursuant to this Agreement.
- 1.6 Franchisee means Chenowith Water People’s Utility District, an Oregon people’s utility district, and its lawful successors and assigns.
- 1.7 Gross revenue.
- 1.7.1 Inclusive Definition. Gross revenue means, to the maximum extent allowed under applicable law, all amounts actually received by Franchisee that are derived (directly or indirectly) from providing water utility service to users located within the City’s corporate limits, regardless of the type of facility used to provide such services, including (without limitation): **(a)** base/ready-to-serve charges; **(b)** volumetric/consumption charges; **(c)** private fire-line/standby and fire-protection service charges; **(d)** temporary or construction water (including hydrant-meter rentals and bulk fill sales) delivered for use within the City; **(e)** user/customer-service and account fees (e.g., start/stop, turn-on/turn-off, meter set/removal, re-reads, field calls, etc.); **(f)** late-payment, collection, and dishonored-payment charges; **(g)** backflow/cross-connection program fees billed to users; **(h)** wholesale water receipts allocable to end-use consumption served to premises (and, for wholesale deliveries that ultimately serve premises, the portion allocable to in-City end-use consumption on a pro rata basis)—if such allocation is required, Franchisee agrees to use a reasonable and consistently applied methodology, documented for City review; and **(i)** recoveries on accounts previously written off (to the extent earlier excluded).
- 1.7.2 Exclusions. Gross revenue does **not** include: **(a)** amounts collected for pass-through to a governmental entity (including taxes, fees, or assessments); **(b)** system development charges, connection fees that constitute contributions in aid of construction, developer reimbursements, or other capital contributions; **(c)** third-party reimbursements for facility relocations or betterments; **(d)** grants, insurance recoveries (other than business-interruption proceeds replacing in-City retail revenues), or proceeds from the sale of assets; **(e)** interest or investment income unrelated to user accounts; and **(f)** receipts from sales or service delivered exclusively outside the City’s corporate limits.
- 1.8 Premises means a building, lot or parcel, or site (or portion thereof) located within the City’s corporate limits that receives water service from Franchisee. In a multi-tenant or multi-structure development, the entire development is a single premises unless each space is served through its own service connection or meter, in which case each such



space is a separate premises. Public right-of-way is not a premises unless the City is the user for municipal uses located therein.

- 1.9 Public place means any place within the City's corporate limits that is open to the public and either City-owned or City-controlled but is not a public right-of-way.
- 1.10 Public right-of-way has the meaning given that term by TDMC 2.24.010, as may be amended or superseded.
- 1.11 Service connection means the physical connection between the water utility system and the user's piping, including the meter and appurtenances.
- 1.12 Water service means the provision, for compensation, of potable (and, if offered by Franchisee, non-potable) water by Franchisee through connections to the water utility system for use at premises, including (without limitation) associated readiness-to-serve/availability service, metered volumetric service, private fire-protection standby service, and temporary service (e.g., hydrant-metered or bulk-fill). Water service does **not** include sales delivered exclusively outside the City's corporate limits, system development charges, contributions in aid of construction, or third-party construction reimbursements.
- 1.13 Water utility system means all facilities owned, leased, rented, maintained, or used by Franchisee for the purpose of providing water service and located in, under, or above the public right-of-way.
- 1.14 User means any person lawfully receiving water service from Franchisee at a premises.

2. FRANCHISE.

- 2.1. Franchise Granted. The City grants Franchisee the nonexclusive privilege and permission to erect, construct, extend, operate, and maintain its water utility system within the public right-of-way as qualified by and pursuant to the terms of this Agreement, effective from the date indicated in this Agreement's executed **Exhibit A**.
 - 2.1.1. No Right to Attach. Notwithstanding any other provision of this Agreement, this Franchise does not grant Franchisee the right to attach any Facilities to, place any Facilities on, or connect to any structures or utility facilities owned or operated by the City or any other governmental entity, except as expressly authorized by a separate written agreement. Franchisee agrees to enter separate agreements if it desires any such attachment, connection, or use.
 - 2.1.2. Minimum Interference. Franchisee agrees that each and every part of its exercise of any of the permissions granted by this Agreement will be performed in the least invasive and disruptive manner feasible so as to cause the minimum possible interference with the public right-of-way's use. Without limitation, Franchisee expressly agrees to perform so as not to interfere with sewers, water



lines, or any other City-owned utilities or infrastructure (including sewer and stormwater) and other pipes, wires, conduits, cables, or other public or private facilities located in the public right-of-way or other public place. The Parties agree to work cooperatively during any design process impacting the public right-of-way to establish suitable locations for Franchisee's facilities; provided, however, Franchisee agrees that all new installations serving new development will be located within the public right-of-way or applicable utility easements shown on the approved partition or subdivision plat, as coordinated with the City Engineer based on utility operations, maintenance access, and the public interest.

- 2.2. Term. The Parties agree that this Agreement's term commences on the effective date and expires on its twentieth (20th) anniversary unless sooner terminated.
- 2.3. Compliance. Franchisee agrees to comply with the provisions of TDMC Chapter 2.24 (Public Rights-of-Way) and all other applicable provisions of The Dalles Municipal Code and applicable law, as they exist on the effective date and as may be amended or superseded. If any provision of the text of this Agreement and the provisions of TDMC Chapter 2.24 appear to conflict, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of TDMC Chapter 2.24 control. The City agrees to administer this Franchise and Agreement in a uniform, nondiscriminatory manner with respect to similarly situated public right-of-way users.
- 2.4. Other Franchises Required. No person may occupy the public right-of-way to construct, operate, or maintain facilities to provide water service within the City without first obtaining and maintaining a separate franchise or other written authorization from the City. The City agrees to administer such permissions on a non-discriminatory basis; provided, however, nothing in this **Section 2.4** obligates the City to grant overlapping or duplicative water utility franchises.
- 2.5. Transfer. Franchisee agrees that it may not, without the City's prior written consent, assign or transfer the Franchise granted by and through this Agreement, or effect a change of control of Franchisee that results in a different entity having the power to direct Franchisee's management and policies, and the City agrees not to unreasonably withhold or delay such consent; provided, however, the City agrees that no such consent is required for: **(a)** an assignment or transfer to an entity controlling, controlled by, or under common control with Franchisee that does not result in a change of control; **(b)** Franchisee's granting of a security interest in its facilities to secure indebtedness, provided the secured party agrees in writing to be bound by the applicable terms of this Agreement in the event of foreclosure or transfer; or **(c)** a transfer by operation of law to another Oregon public body authorized to provide water service, if the transferee executes an assumption agreement reasonably acceptable to the City. Franchisee agrees to reimburse the City for all costs (including attorneys' fees) the City may reasonably incur to review and analyze any of Franchisee's requests for the City's consent to assignment or transfer.



2.6. Enforcement and Revocation.

- 2.6.1. Notice of Violation. If the City believes Franchisee has not complied with the terms of this Agreement, the Parties agree that the City will notify Franchisee in writing of the nature of the alleged noncompliance.
- 2.6.2. Right to Respond. Franchisee agrees that it will either cure any default alleged in the notice of violation or demonstrate its compliance with this Agreement to the City's reasonable satisfaction within 30 days of its receipt. If the nature of the default is uncurable within 30 days, Franchisee agrees to initiate reasonable steps within such 30-day period to remedy the default expeditiously and to notice the City of those steps and the projected date of completion.
- 2.6.3. Enforcement. Subject to applicable law and Franchisee's right to respond set forth in **Section 2.6.2**, if the City determines Franchisee is in default of any provision of this Agreement, the City may (without limitation) **(a)** seek specific performance of any provision reasonably lending itself to such remedy; **(b)** commence an action at law for monetary damages or seek other equitable relief; or **(c)** commence proceedings to terminate this Agreement and revoke the Franchise pursuant to this **Section 2.6**.
- 2.6.4. Revocation. If the City has not received a satisfactory response from Franchisee pursuant to **Section 2.6.2**, the City may then seek to terminate this Agreement and revoke this Franchise at a noticed public hearing held by the City Council. The City agrees to provide Franchisee at least 10 days' advance notice of that public hearing. The City further agrees that Franchisee may take an opportunity to state its position on the matter at the public hearing. The Parties agree that the City Council will make a determination as to whether this Agreement will be terminated and this Franchise will be revoked after it considers any staff report, this Agreement, testimony, and all other evidence presented at the hearing. If the City Council determines to terminate this Agreement and revoke this Franchise, Franchisee agrees—subject to any court order—to **(a)** remove all Facilities from the public right-of-way within 180 days from the public hearing (unless expressly waived by the City Council) and **(b)** implement a service-continuity transition plan reasonably acceptable to the City to protect public health and safety. Any transfer of ownership of Facilities to the City shall occur only by mutual written agreement including any compensation and conditions. If the City assumes possession and legal ownership of any facility, Franchisee agrees to provide a bill of sale or other documentation demonstrating City ownership upon the City's request. Any City action contemplated by this **Section 2.6.4** may be subject to judicial review before any court of competent jurisdiction, in which case the remedies set forth in this **Section 2.6.4** will be subject to any decision of such court.

3. INDEMNITY, INSURANCE, AND BONDING.

- 3.1. Indemnity. To the maximum extent permitted by law, Franchisee shall defend, indemnify, and hold harmless the City and the City's elected or appointed officials,



officers, agents, and employees from and against claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and costs) to the extent arising out of or related to **(a)** Franchisee's or its officers', agents', employees', contractors', or subcontractors' negligent acts or omissions, or **(b)** Franchisee's breach of this Agreement. Franchisee's obligations shall not apply to the extent a claim is caused by the City's negligence or willful misconduct. Upon the City's written tender, Franchisee shall promptly assume the defense of any claim subject to indemnity with counsel reasonably acceptable to the City. Nothing in this Section waives, limits, or expands any right, defense, or limitation of liability available to either Party under the Oregon Tort Claims Act or the Oregon Constitution.

3.2. Insurance. Franchisee agrees, at its expense, to carry and maintain in effect throughout this Agreement's term (at least) the following coverage policies:

- Workers' Compensation. Workers' compensation coverage in compliance with ORS 656.017 to the extent Franchisee employs *subject workers*;
- Commercial General Liability Insurance. Commercial general liability insurance of not less than **\$5,000,000** (*per occurrence*) and **\$5,000,000** (*in aggregate*) for bodily injury, personal injury, and property damage;
- Commercial Automobile Liability Insurance. Commercial automobile liability insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit of **\$1,000,000** (*per accident*); and
- Pollution Liability Insurance. Pollution liability insurance, either under a **Contractors Pollution Liability** policy or by endorsement to the **Commercial General Liability** policy and in the amount of **\$250,000** written on either **(a)** a full occurrence form, **(b)** a limited occurrence form with at least a three-year tail, or **(c)** a claims-made form with a three-year tail.

3.2.1. Public Body Insurance. If Franchisee is self-insured or insured through a public entity risk pool, evidence of coverage reasonably acceptable to the City satisfies the requirements of **Section 3.2** if the coverage terms and limits, considered together with any pooled, excess, or umbrella coverage, are substantially equivalent to those required above. Where feasible, Franchisee shall extend additional insured and primary/non-contributory protection to the City for covered operations in the public right-of-way.

3.2.2. Certificates and Endorsements. For all policies described in **Section 3.2** other than Workers' Compensation, Franchisee agrees to provide the City with certificates of insurance and (to the extent available under Franchisee's coverage) endorsements showing the **City of The Dalles and its employees, officials, and agents** as additional insureds prior to any work in the public right-of-way and to further provide the City 30 days' advance written notice before cancelling, reducing, or materially modifying any such policy (with 10 days' notice for cancellation due to non-payment of premium). To the extent such coverage is available under Franchisee's coverage, such additional insured coverage shall



be primary/non-contributory with any insurance or self-insurance maintained by the City. Franchisee agrees that its failure to either maintain the coverage policies required in **Section 3.2** throughout this Agreement's term or notice the City of cancellation or material modification of or reduction to any insurance policy contemplated by this Agreement is a material breach and (at the City's sole discretion) grounds to suspend or revoke permits until cured and for this Agreement's immediate termination if not cured.

3.2.3. Subcontractor Insurance. Franchisee agrees to require its contractors and subcontractors performing any activities on behalf or at the behest of Franchisee pursuant to its permissions under this Agreement to carry and maintain in effect for the duration of such activities **Workers' Compensation** coverage as required by Oregon law, **Commercial General Liability** coverage of not less than \$1,000,000 (*per occurrence*) and \$2,000,000 (*in aggregate*), and **Commercial Automobile Liability** coverage with a combined single limit of not less than \$1,000,000 (*per accident*), to name the City as additional insured (except for **Workers' Compensation**), and to provide certificates/endorsements to Franchisee. Upon City's request, Franchisee agrees to provide copies to the City. The Parties agree that this **Section 3.2.3** survives the expiration or sooner termination of this Agreement.

3.2.4. Workers' Compensation. Franchisee agrees that it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Franchisee's insurance does not cover each and every subcontractor, Franchisee agrees to file with the City certificates of insurance issued on policies covering each and every subcontractor performing any activities on behalf or at the behest of Franchisee pursuant to its permissions under this Agreement, including any subcontract operations. Franchisee shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any performance contemplated by this Agreement.

3.3. Performance Security. Franchisee agrees, prior to any commencement of any planned construction activities in the public right-of-way with an individual estimated cost exceeding \$100,000, to furnish performance security in an amount reasonably acceptable to the City Engineer and in a form reasonably acceptable to the City Attorney (i.e., surety bond, irrevocable standby letter of credit, or cash deposit) in favor of the City. For projects performed by a contractor under a construction contract backed by a performance and payment bond in the full contract amount, the City may, in its sole discretion, accept that bond or a written undertaking from Franchisee reasonably acceptable to the City in lieu of separate performance security under this **Section 3.3**.

4. PUBLIC RIGHT-OF-WAY CHANGES.

4.1. Vacation.



- 4.1.1. Generally. If the City authorizes vacation of any part of the public right-of-way used by Franchisee during the term of this Agreement, the City may reserve a public utility easement within the vacated area unless the City Council determines such reservation is contrary to the public interest or inconsistent with the purpose of the vacation. If the City does not so reserve a public utility easement, the City agrees to provide reasonable advance written notice of proposed vacations likely to impact Franchisee's facilities. The City may direct removal or abandonment-in-place to City standards.
- 4.1.2. Obligations and Cooperation. In all cases, **(a)** Franchisee agrees that the City may require and (in that case) Franchisee shall remove its facilities from any vacated area and restore, repair, or reconstruct the area, and **(b)** if needed, the City agrees to cooperate with Franchisee to identify alternative locations within the public right-of-way for placement of Franchisee's facilities impacted by any vacation.
- 4.1.3. Costs. If the City Council initiates the vacation, Franchisee agrees to cover such removal, restoration, repair, or reconstruction costs. If a non-Party petitioner initiates the vacation, then the Parties agree that the costs of removal, restoration, repair, or reconstruction will be covered by the petitioner.
- 4.1.4. Failure to Perform. If Franchisee fails, neglects, or refuses to perform any obligation described by this **Section 4.1** when and if it arises, the Parties agree that the City may provide Franchisee with 30 days' advance notice to so perform before the City may elect to itself perform the removal, restoration, repair, and reconstruction activities. If the City so performs, Franchisee agrees that Franchisee is responsible for any direct, indirect, and consequential costs to the City arising from Franchisee's failure to perform.

4.2. Annexation or Dedication.

- 4.2.1. Generally. The Parties agree that additional public rights-of-way added to or within the City's boundaries—whether by annexation, dedication, or any other means—shall immediately become subject to the terms of this Agreement upon addition to the City's jurisdiction.
- 4.2.2. Notice. The City agrees to use reasonable efforts to provide notice to Franchisee of its annexation or acquisition of any public right-of-way likely to impact Franchisee's facilities or water utility system; provided, however, Franchisee agrees that the City assumes no liability for failing to provide special notice of any publicly noticed annexation or dedication. Within 30 days from the City's notice described in this **Section 4.2.2**, Franchisee agrees to submit to the City a written statement describing all facilities located within or impacted by the acquired area (including specifying the location of all such facilities).
- 4.2.3. Effect. The Parties agree that **(a)** Franchisee's facilities within such right-of-way are immediately subject to this Agreement upon the City's acquisition or control



and **(b)** annexation does not, by itself, alter the water service-provider boundary, which may be changed only by mutual written agreement or as otherwise provided by applicable law.

5. CONSTRUCTION ACTIVITIES.

- 5.1. Construction Standards. Franchisee shall design, install, locate, construct, reconstruct, replace, remove, repair, maintain, and operate its facilities: (a) in accordance with City standards of general applicability governing construction and other work within the public right-of-way, including but not limited to permitting, traffic control, trenching and shoring, pavement and sidewalk cuts, surface restoration and replacement, ADA elements, and other requirements applicable to work in the public right-of-way; (b) in accordance with Franchisee's own standards and specifications for its water system, including water piping and appurtenances, and applicable industry standards for waterworks (including AWWA standards and Oregon Health Authority Drinking Water Services rules); and (c) by properly qualified and/or licensed personnel.

For clarity, the City does not require Franchisee to design or construct its water system to City water system specifications; however, all installation, reconstruction, replacement, removal, repair, and restoration work performed within the public right-of-way shall comply with City standards of general applicability governing right-of-way improvements.

- 5.1.1. Arterial or Collector Crossings. For arterial and collector streets, Franchisee shall use trenchless construction (e.g., jack-and-bore, HDD, or microtunneling) where feasible. Any open-cut alternative requires the prior written approval of the City Engineer based on a demonstration from the Franchisee that trenchless methods are not technically feasible for that specific location and scope. If an open cut is approved, the permit shall require higher street-section restoration/improvements (e.g., full-lane width, curb-to-curb) commensurate with the surface removal requirements of City standard specifications (The Dalles Standard Specifications of Construction section 00405.48 or any future applicable section). Arterial and Collector streets will require controlled low-strength material (Class E - CLSM) backfill above the pipe zone within the paved street section. In lieu of these CLSM requirements, the Franchisee may use ¾-inch minus rock (Class B) backfill and perform compaction testing at the intervals prescribed by City specifications and provide those results to the City showing the trench backfill meets the 95% compaction requirement within the paved section.
- 5.1.2. Fresh Surface Cut Moratorium. Franchisee shall not disturb any street pavement, sidewalk, curb, or gutter constructed, reconstructed, or overlaid within the previous five years except **(a)** to address an emergency or **(b)** to address an unforeseen service need, including first service to a newly developed or newly subdivided parcel for which **(i)** no reasonable trenchless, shoulder, or alternate-route option is available and **(ii)** the City Engineer grants prior written approval. For purposes of this **Section 5.1.2** only, emergency means an immediate threat to life, health, or safety, or the need to restore loss of water service to users



where no reasonable temporary bypass is available. Emergency work requires prompt City notification and an after-the-fact permit application submitted by 5:00 p.m. on the next working day. For purposes of this **Section 5.1.2** only, slurry seal, chip seal, fog seal, and similar preventive-maintenance surface treatments are not, by themselves, deemed “constructed, reconstructed, or overlaid” unless City standards applicable to the impacted roadway provide otherwise. Following any cut within a moratorium location, Franchisee shall perform restoration for streets per the current City standard for pavements less than five years old and panel-for-panel replacement for sidewalks, curbs, and gutters, and shall pay any pavement degradation and lane-rental charges if and when adopted by the City Council in accordance with City’s fee schedules. Franchisee understands, accepts, and agrees that such charges are not credits against any franchise fee owed the City pursuant to this Agreement. Franchisee warrants surface restoration for one year following City acceptance and shall correct defects within a reasonable time after notice.

- 5.2. New Construction.** For any and all new construction, Franchisee agrees to coordinate with the City and other public right-of-way users and, where applicable, to locate new mains and services serving new development within the public right-of-way or, where approved by the City Engineer, within utility easements shown on the approved partition or subdivision plat, based on utility operations, maintenance access, and the public interest. Franchisee further agrees to coordinate hydrant spacing and fire-flow capacity with Mid-Columbia Fire & Rescue and to coordinate PRV, vault, and meter locations with the City Engineer (including meter placement at or near the public right-of-way line where required). Franchisee agrees to provide the City at least 30 days’ advance written notice before commencing any new main extension or any large-bore crossing in the public right-of-way and will attend pre-construction meetings when reasonably requested by the City.
- 5.3. Duty and Maintenance.** In connection with its performance under this Agreement, Franchisee agrees (at all times) to employ reasonable care and implement industry-accepted best practices and devices to prevent failure or accidents with the potential to cause injury or property damage. Specifically, Franchisee agrees to **(a)** maintain all of its facilities in a good state of repair, and **(b)** subscribe to and honor utility notification and locate requirements, obtain valid locate tickets before excavation, and use reasonable nondestructive verification methods where field conditions indicate a material conflict risk.
- 5.4. No Shared Use.** Franchisee agrees that this Agreement does not grant either Party the right to attach to, place upon, connect to, or otherwise use the other Party’s facilities. Any such use (including, without limitation, an emergency intertie or telemetry or monitoring connection) requires a separate written agreement between the Parties.
- 5.5. Maps.**
- 5.5.1. **Access and Inspection.** Franchisee agrees to maintain maps and data pertaining to all of its facilities located in the City on file at an office located in the State of



Oregon. Franchisee further agrees that the City may inspect all such maps and data pertaining to Franchisee's facilities at any time during regular business hours upon five business days' advance notice.

5.5.2. As-Builts. Upon the City's request, Franchisee agrees to provide current maps and data to the City showing the location, where known or assumed, of all Franchisee's facilities within the City's corporate limits, without charge to the City. Upon completion of any and all new facilities, Franchisee shall provide as-built drawings to the City within 90 days after completion in a format reasonably acceptable to the City Engineer (e.g., CAD or GIS) and shall provide GIS-ready data (e.g., Esri file geodatabase or CAD with layer/attribute schema) that identifies, to the extent reasonably available, attributes such as *pipe size, material, installation year, pressure zones, hydrants, valves, meters, PRVs, and facility vaults*.

5.5.3. Limited Confidentiality. The City agrees to use Franchisee's maps and data only for municipal purposes and further agrees to withhold them from disclosure unless the City Attorney determines no statutorily authorized exemption from disclosure applies to such records in response to a request submitted pursuant to the Oregon Public Records Law. To the extent permitted by applicable law, the City will provide to Franchisee notice and opportunity to seek judicial review of such determination prior to disclosure consistent with Oregon Public Records Law. The Parties will establish a reasonable security and distribution protocol for such records, which may include limiting access to City staff, including engineering and field personnel, on an internal, need-to-know basis; excluding such data from publicly distributed maps or materials not reasonably necessary for field operations; and excluding such data from publicly available map products, to the extent permitted by law. The City may share such maps or data with its employees, agents, consultants, contractors, utility locators, and emergency responders for municipal purposes subject to the security and distribution protocol described above and otherwise as required by law.

5.6. Permits. Franchisee agrees to comply with all generally applicable permitting requirements before commencing any exercise of its permission contemplated by this Agreement. Franchisee expressly agrees that it shall not perform any construction activities of any kind in the public rights-of-way without first obtaining all City-required permits, including but not limited to a Right-of-Way Activity Permit and approvals; provided, however, Franchisee may proceed without a permit to the extent minimally necessary to protect persons or property in an emergency, in which case Franchisee agrees to notify the City as soon as practicable and apply for any required after-the-fact permit application submitted by 5:00 p.m. on the next working day.

5.7. Construction Notice and Schedule.

5.7.1. Notice to Others. Franchisee agrees to give such notice as required by law to the City, other units of government, abutting property owners, and other City



permittees, licensees, and franchisees who own or maintain facilities potentially impacted by Franchisee's construction activities.

5.7.2. Schedule to City. Prior to commencing any construction contemplated or authorized by this Agreement, Franchisee shall provide the City with a schedule of its construction activities, including proposed traffic control and temporary pedestrian accessible routes where applicable, and shall timely inform the City of any material changes to that schedule. For projects on an arterial or collector street, or as required with the City's Right-of-Way Activity Permit unless it is an emergency, the Franchisee shall prepare a public notice/press release (and, where requested, a simple detour map) and deliver to the City Engineer for approval as to consistency with City communications at least five business days before any work begins.

5.8. Restoration.

5.8.1. Obligations. Franchisee agrees to restore any damage or disturbance to public rights-of-way or public places caused by its performance of this Agreement, including any disturbance or damage caused by the removal of facilities upon termination of this Agreement, all at Franchisee's sole expense. Franchisee expressly agrees that it is Franchisee's sole responsibility to locate and avoid all locatable utilities and infrastructure located within any construction area and accepts liability for any costs to repair or replace any property that may be damaged due to its construction activities or location of any and all facilities.

5.8.2. Restoration Condition. Franchisee agrees that its restoration of the public rights-of-way, public places, or any other property will be (at least) to City standards, regardless of the impacted area's or property's condition before Franchisee's damage or disturbance. The Parties agree that restoration for fresh surfaces is governed by **Section 5.1.2**. For other surfaces, restoration limits shall conform to City standards and any permit conditions and may include full-lane-width or curb-to-curb restoration as required by the City Engineer to achieve uniform performance. Sidewalks, curbs, and gutters shall be replaced panel-for-panel unless the City directs otherwise. Franchisee shall pay permit, inspection, pavement degradation, and lane-rental charges if and when adopted by the City Council in accordance with City fee schedules, and Franchisee understands, accepts, and agrees that such charges are not credits against any franchise fee owed the City pursuant to this Agreement. Franchisee warrants surface restoration for one year following City acceptance and shall correct defects within a reasonable time after City notice.

5.9. Labor and Materials. Franchisee agrees that it is solely responsible and bears all expenses for furnishing all necessary labor and materials to install and maintain its own facilities; provided, however, that the City retains its authority to approve all backfill and surfacing materials and methods necessary for Franchisee's activities contemplated by this Agreement pursuant to City standards, including (without limitation) TDMC 2.24.060(C) and applicable law.



- 5.10. City Authority.** The Parties expressly agree that nothing in this Agreement shall be construed, in any way, to prevent the City from exercising its full jurisdiction and regulatory control over the public rights-of-way, constructing and maintaining any public improvement in any public right-of-way or public place, or any other authority connected with its status as a municipal corporation of the State of Oregon.
- 5.11. Sewer Coordination Requests.** Upon the City's written request identifying specific premises reasonably believed to require coordination between water and sewer service, Franchisee shall, within 10 business days and to the extent reasonably available from Franchisee's ordinary service records, provide the service address, activation or disconnection date, and account holder name and contact information for the identified premises. The Parties may establish designated staff contacts, a standard request format, and a secure transmission method by mutual written agreement. The City shall use information provided under this **Section 5.11** solely for municipal utility purposes and treat it as confidential to the maximum extent permitted by law.
- 5.12. Sewer Coordination.** The Parties acknowledge that not all premises served by Franchisee are connected to City sewer and that connection may only be required as provided by law, including upon notice from the applicable public health authority in the event of septic failure. The City will use information exchanged under **Section 5.11** to coordinate with premises that may require City sewer accounts. Franchisee has no obligation under this Agreement to determine sewer service availability or status, collect City applications, deliver City notices, or enforce City sewer requirements, unless otherwise agreed in writing.

6. PUBLIC RIGHT-OF-WAY OCCUPANCY.

- 6.1. Undergrounding Required.** Except as provided in this **Section 6.1** or otherwise approved in writing by the City Manager on a case-by-case basis (in their sole discretion after determining the public interest is best served in the particular instance), Franchisee agrees to install its facilities underground within the public right-of-way. Aboveground appurtenances (including hydrants, valve boxes, meters, pressure-reducing or air-vac assemblies, and related cabinets) may be installed where approved by the City and in locations consistent with City standards. Franchisee agrees to site its facilities to minimize interference with other utilities and public use of the public right-of-way.
- 6.2. Emergency.**
- 6.2.1. Emergency Removal and Relocation.** Whenever the City determines removal or relocation of any facility is necessary to preserve traffic or public safety in the case of an emergency, Franchisee agrees that the City may, after notice to Franchisee when practicable under the circumstances, remove or relocate such facilities at Franchisee's sole expense (including expenses for restoration, relocation, or repair); provided, however, that the City will be responsible for such



expenses, including expenses for restoration or repair, if its removal or relocation amounts to negligence. The City shall notify Franchisee immediately, when practicable, to provide Franchisee the opportunity to conduct the work itself or witness the work performed by the City.

6.2.2. Emergency Services. When the City determines an emergency is materially impacting water service or fire-flow, it will promptly notify Franchisee through the Parties' designated contacts, including at least one 24-hour emergency contact number for each Party kept current by written notice. The City will not require Franchisee to terminate or curtail service except to abate an imminent threat to life, health, safety, or critical infrastructure and any such direction will be narrowly limited. Upon notice, Franchisee shall promptly mobilize to isolate, repair, and restore service and fire-flow—prioritizing critical City facilities and infrastructure—and coordinate any planned shutdowns and status updates with the City. Each Party bears its own emergency response costs except as provided in **Section 6.2.1** or applicable law.

6.3. Vegetation Management. The City agrees that Franchisee (including its subcontractors) may (at its sole expense) prune or clear vegetation within or immediately abutting public rights-of-way as necessary for the installation, maintenance, protection, or removal of its above-ground appurtenances so long as it uses prudent arboricultural techniques; provided, however, that Franchisee agrees to provide five business days' notice to the City and any adjoining property owners prior to any pruning. Franchisee further agrees that its pruning will be the minimum amount required to alleviate substantial interference and to maintain required clearances around hydrants and valves as specified by City standards and Oregon Fire Code. Franchisee agrees that any wood, debris, or other matter resulting from pruning shall be removed from the public rights-of-way or public place on the same day the pruning activities occur. Franchisee agrees that nothing in this **Section 6.3** grants it any right to enter or otherwise impact private property without the consent of the property owner.

6.4. Support and Relocation Requests.

6.4.1. City Requested Support or Relocation. Franchisee agrees to protect, support, temporarily disconnect, relocate, investigate, verify, or remove any facility impacting a City project upon the City's request; provided, however, that the City agrees to provide Franchisee with (at least) 90 days' advance notice, unless emergency conditions require a shorter notice period, and the Parties shall cooperate in advance conflict verification, including potholing or other nondestructive verification where reasonably necessary. Franchisee agrees to be responsible for any costs associated with this **Section 6.4.1's** obligation to the same extent all other users of the public right-of-way are responsible for the costs related to the relocation of their facilities.

6.4.2. Third-Party Requests for Support or Relocation. Should it ever become necessary to rearrange or remove Franchisee's facilities at the request of a private person, Franchisee agrees to perform such rearrangement or removal as



expeditiously as possible upon its receipt of reasonable written notice from the person desiring the temporary change of a facility's location; provided, however, that notice must: **(a)** be approved by and delivered to Franchisee through the City Manager; **(b)** detail the route of movement; **(c)** provide that the person giving the notice agrees to be responsible for Franchisee's costs for making the temporary change; **(d)** provide that the person giving the notice agrees to indemnify and hold harmless the City and Franchisee from and against any and all damages or claims caused from such temporary change of Franchisee's facilities; and **(e)** if required by Franchisee, be accompanied by a cash deposit or a good and sufficient bond to pay any and all of Franchisee's estimated costs (as determined by Franchisee).

6.5. Abandonment.

6.5.1. **For Failure to Use.** Any Facility that Franchisee ceases to use for the purposes authorized by this Agreement for a continuous period of six months is deemed abandoned unless the Facility is reasonably necessary for standby, redundancy, looping, fire-flow, or near-term future service identified in Franchisee's written plan or capital program. Upon the City's written notice, the City may direct Franchisee to either remove the Facility and restore the public right-of-way to City standards or abandon the Facility in place to City standards and permit conditions. Franchisee shall, within 15 days after such notice, commence and diligently pursue the directed work to completion on a mutually agreed upon schedule. If Franchisee fails to commence and diligently pursue the required work, the City may perform the work and Franchisee shall pay the City's reasonable costs. For any abandonment in place, Franchisee shall **(a)** permanently disconnect and cap, plug, or grout as directed, **(b)** drain and depressurize, **(c)** eliminate cross-connection risks, **(d)** adjust surfaces, **(e)** clearly mark as abandoned where applicable, and **(f)** submit updated as-built/GIS records to the City within 90 days after completion.

6.5.2. **For Failing to Renew.** If Franchisee ceases business or withdraws service from the area and, as a consequence, does not renew this Agreement, Franchisee shall either **(a)** remove its Facilities from the public right-of-way and restore to City standards on the schedule reasonably established by the City Engineer or **(b)** upon the City's written request, negotiate in good faith a mutual written agreement for the transfer of identified Facilities to the City (or its designee) on terms providing fair compensation to Franchisee and addressing condition, warranties (if any), and ongoing operation. Any transfer of ownership of Facilities shall occur only by mutual written agreement. If Franchisee abandons Facilities or fails to perform required work after notice, the City may remove such Facilities and require Franchisee to pay the City's reasonable costs. Upon any agreed transfer, Franchisee shall deliver a bill of sale or other documentation evidencing City ownership together with available records reasonably necessary for continued operation.



7. FRANCHISE FEE.

7.1. Fee. As compensation for Franchisee's occupancy and use of the public right-of-way and the City's administration of this Agreement, Franchisee shall pay a franchise fee equal to **the applicable percentage below of gross revenue** derived from providing water service to users located within the City's corporate limits:

7.1.1. One percent (1%) from July 1, 2026, through June 30, 2027;

7.1.2. Two percent (2%) from July 1, 2027, through June 30, 2028;

7.1.3. Three percent (3%) from July 1, 2028, through June 30, 2029;

7.1.4. Four percent (4%) from July 1, 2029, through June 30, 2030; and

7.1.5. Five percent (5%) from July 1, 2030, through the expiration or earlier termination of this Agreement.

7.2. Payments and Annual Reconciliation.

7.2.1. Payments. Franchisee shall pay the franchise fee quarterly, with each payment due on or before the 25th day of the month following each calendar quarter, together with a sworn statement signed by an officer of Franchisee setting forth the amount of gross revenue for the quarter, the applicable rate under **Section 7.1**, and the computation of the fee.

7.2.2. Annual Reconciliation. By August 25 of each year, Franchisee shall deliver a sworn annual reconciliation statement for the fiscal year ending the immediately preceding June 30. The annual reconciliation statement shall compare the total franchise fee paid for that fiscal year to the amount due under **Section 7.1** for that same fiscal year. The annual reconciliation statement shall show gross revenue, quarterly payments made, total franchise fee due for the fiscal year, and any overpayment or underpayment. Franchisee shall remit any underpayment with the annual reconciliation statement, and any overpayment shall be credited against the next quarterly payment or payments.

7.3. Contract Administration Fee. If, during a calendar quarter, Franchisee derives no gross revenue from users located within the City's corporate limits but maintains Facilities in the public right-of-way or undertakes activities under this Agreement, Franchisee shall pay the City a contract administration fee of \$500.00 for that quarter. For any quarter in which gross revenue is greater than zero, Franchisee shall pay the amount due under **Section 7.1**, and no contract administration fee is owed for that quarter.

7.4. Effect of Payment. Franchisee's payments under this **Section 7** are not credits toward property taxes, payments in lieu thereof, sales or income taxes adopted by the City, or any permit, inspection, lane-rental, or pavement-degradation charges required by the City. Such charges are separate obligations and not credits against the franchise fee.

7.5. City Audit. The City may audit Franchisee's books and records reasonably necessary to verify gross revenue and fees due for the preceding five years, and Franchisee shall



maintain such records for not less than five years. If an audit discloses Franchisee paid 95% or less of the fee owing for the audited period, Franchisee shall reimburse the City's reasonable audit costs (including reasonable attorneys' fees) and pay any deficiency plus interest under **Section 7.7**.

- 7.6. Accord and Satisfaction. Franchisee agrees that the City's acceptance of any payment or partial payment Franchisee makes will not be construed as a release of or an accord and satisfaction with respect to any claim the City may have for additional sums payable by Franchisee pursuant to the terms of this Agreement, unless such release is specified in a settlement agreement executed by the Parties.
- 7.7. Interest Owed. If Franchisee fails to make any payments contemplated by this Agreement by the dates scheduled for payments by this Agreement, Franchisee agrees to pay an interest charge computed from the due date for any such payment to the date such payment was made at 1.5% per month, not to exceed an annual rate equal to the maximum rate allowed by law.
- 7.8. Proceeds. The Parties may, by mutual written agreement, coordinate on lawful customer-assistance programs from time to time.
- 7.9. Underpayments at Termination. Within 60 days after the expiration or sooner termination of this Agreement, Franchisee shall pay all amounts then owing under this **Section 7**, together with (a) the sworn quarterly statement described in **Section 7.2.1** for the final partial calendar quarter and (b) if the annual reconciliation statement required by **Section 7.2.2** has not yet been delivered for the fiscal year in which expiration or termination occurs, a sworn reconciliation statement through the date of expiration or termination.

8. HAZARDOUS SUBSTANCES.

- 8.1. Compliance with Laws. Franchisee agrees to comply with all applicable federal, Oregon, and local laws, statutes, regulations, orders, and permits concerning hazardous substances, including the handling, storage, transport, release, reporting, and disposal of hazardous substances in connection with Franchisee's facilities or activities in the public right-of-way and public places.
- 8.2. Water Discharges. Water discharged in connection with Franchisee's activities (including main flushing, hydrostatic testing, or dewatering) shall be managed in accordance with City standards and applicable law. Franchisee shall dechlorinate, control turbidity, and comply with applicable provisions of The Dalles Municipal Code and any required permits or best management practices before any discharge.
- 8.3. Prohibition. Franchisee shall not discharge chlorinated water or sediment-laden water into the City's storm system or surface waters.
- 8.4. Inspection and Access. Franchisee agrees that the City may, upon reasonable notice, inspect Franchisee's facilities and work sites in the public right-of-way to determine if



any release of hazardous substances has occurred or may occur in connection with Franchisee's activities. Upon request, Franchisee shall make available reasonable records related to hazardous-substance handling and cooperate with reasonable sampling or testing required by applicable law or permit.

- 8.5. Releases and Containment.** Franchisee shall immediately take reasonable steps to stop, contain, and mitigate any actual or threatened release of hazardous substances attributable to Franchisee's facilities or activities. Franchisee shall promptly notify the City of any such release that could affect the public right-of-way or public health and safety and shall make all notifications required by law to the Oregon Emergency Response System, DEQ, and any other authority having jurisdiction. Any emergency response under this **Section 8.5** must be followed by prompt City notice and an after-the-fact permit application submitted by 5:00 p.m. on the next working day, as required by **Section 5.6**.
- 8.6. Remediation and Contaminated Media.** Whenever Franchisee removes or modifies facilities, or when a release attributable to Franchisee occurs, Franchisee shall promptly **(a)** investigate and remediate in accordance with applicable DEQ cleanup standards and guidance, **(b)** properly manage, characterize, transport, and dispose of contaminated soil, water, and debris, and **(c)** restore the public right-of-way to City standards. Franchisee shall timely provide the City with reasonable documentation of completion.
- 8.7. No City Liability.** The Parties expressly agree that the City has no liability whatsoever for any claims, damages, or harm caused by or related to the existence or release of hazardous substances attributable to Franchisee's Facilities or activities or by Franchisee's failure to address or remediate any hazardous substance. To the maximum extent permitted by law, Franchisee agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents from and against any claims, damages, liabilities, losses, costs, and expenses of any kind (including attorneys' fees and costs), to the extent arising out of hazardous substances that are attributable to Franchisee's acts or omissions in connection with this Agreement; provided, however, that Franchisee's obligations do not apply to the extent a claim is caused by the City's negligence or willful misconduct. Nothing in this **Section 8.7** waives, limits, or expands any right, defense, or limitation available under the Oregon Tort Claims Act or the Oregon Constitution, and this **Section 8.7** is in addition to the indemnity described in **Section 3.1**.

9. GENERAL PROVISIONS.

- 9.1. Time.** The Parties agree that time is of the essence to this Agreement's performance and each of the contemplated timeframes or deadlines.
- 9.2. Mutual Termination and Modification.** The Parties agree that this Agreement may be terminated or modified at any time only by a duly authorized mutual written agreement. No course of performance or delay shall operate as a modification or amendment.



- 9.3. Integration.** The Parties agree that this Agreement contains their entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements between them on this matter; provided, however, subject to **Section 2.3**, if a conflict exists between this Agreement and a permit issued under it, this Agreement controls unless the permit imposes more protective, generally applicable right-of-way standards consistent with this Agreement and The Dalles Municipal Code.
- 9.4. Venue and Choice of Law.** The Parties agree that all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco or in the U.S. District Court for the District of Oregon and that this Agreement shall be construed under the laws of the State of Oregon.
- 9.5. Severability.** The Parties agree that any provision of this Agreement deemed illegal or unenforceable is severed from this Agreement and the other provisions remain in force. The Parties shall promptly negotiate in good faith to replace any invalid provision with a valid term that most closely reflects the Parties' original intent.
- 9.6. Survival.** The Parties agree that the provisions of this Agreement that, by their sense and purpose, should survive its expiration or termination will so survive; such surviving provisions expressly include (without limitation) **Sections 2.6.3 (Enforcement), 2.6.4 (Revocation and Transition), 3.1 (Indemnity), 3.2 (Insurance**, solely to the extent necessary to respond to claims arising from Franchisee's Facilities or activities during this Agreement's term, including completed operations), **3.3 (Performance Security**, until released by the City), **5.5 (Maps), 5.8 (Restoration), 6.5 (Abandonment), 7 (Franchise Fee), 8 (Hazardous Substances)**, and this **Section 9**.
- 9.7. Waiver.** The Parties agree that a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion will not be considered a waiver of that Party's rights or deprive them of the right to thereafter insist upon strict adherence to that or any other of this Agreement's provisions. No waiver is effective unless in writing and signed by the Party against whom the waiver is asserted.
- 9.8. Force Majeure.** The Parties agree that neither Party shall be held responsible for delay in the performance of this Agreement caused by circumstances beyond their control and making performance commercially impracticable, illegal, or impossible. In all cases, the impacted Party shall promptly notify the other Party, mitigate impacts, and resume performance as soon as reasonably practicable. The Parties agree that force majeure does not excuse payment obligations or performance that was reasonably avoidable by prudent planning.
- 9.9. Capacity.** The Parties agree that each Party enters and performs this Agreement in an independent capacity and that no partnership, joint venture, or agency is hereby or will be created. The City enters into this Agreement in its governmental capacity: nothing in this Agreement waives, limits, or impairs the City's police powers or its lawful authority to adopt, administer, and enforce generally applicable laws, regulations, resolutions, standards, and policies.



- 9.10. No Third-Party Beneficiaries.** The Parties agree that this Agreement is for the sole benefit of the Parties and creates no rights in any third party. The Parties further agree that this Agreement binds and benefits the Parties and their permitted successors and assigns (subject to **Section 2.5**).
- 9.11. Counterparts and Electronic Signatures.** The Parties agree that this Agreement may be executed in one or more counterparts (including by electronic signature and electronic transmission), each of which is an original and all of which constitute only one agreement between them.
- 9.12. Notices.** The Parties agree that all notices required or permitted under this Agreement are deemed given and received **(a)** upon personal delivery or delivery by a nationally recognized overnight courier, **(b)** for email, only if the receiving Party expressly acknowledges receipt in writing (email may otherwise be used for routine communications), and **(c)** three days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

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

With a copy to: City Attorney
City of The Dalles
313 Court Street
The Dalles, OR 97058

To Franchisee: District Manager
Chenowith Water PUD
P.O. Box 870
The Dalles, OR 97058

**Franchisee's 24/7
Emergency Contact:** (541) [###-####]

[signature page follows]



IN WITNESS WHEREOF, the Parties duly execute this **WATER UTILITY FRANCHISE AGREEMENT** this ____ day of _____, 2026.

CITY OF THE DALLES,
an Oregon municipal corporation

**CHENOWITH WATER
PEOPLE’S UTILITY DISTRICT**,
an ORS Chapter 261 people’s utility district

Matthew B. Klebes
City Manager

Jeb Miller
District Manager

ATTEST:

Amie Ell
City Clerk

Approved as to form:

Jonathan M. Kara
City Attorney



**Exhibit A to
Water Utility Franchise Agreement
*Chenowith Water PUD***

ACKNOWLEDGMENT AND ACCEPTANCE

I hereby acknowledge I have read the provisions of **Special Ordinance No. 26-612** and am duly authorized to act on behalf of the franchisee (**Chenowith Water PUD**) to hereby accept the terms of that Special Ordinance, its referenced *Water Utility Franchise Agreement*, and applicable provisions of The Dalles Municipal Code, effective **JULY 1, 2026**.

**CHENOWITH WATER
PEOPLE'S UTILITY DISTRICT,**
an ORS Chapter 261 people's utility district

By: _____

Title: _____

Date: _____

