

CITY of CASCADE LOCKS AGENDA

CITY COUNCIL MEETING, Monday, January 23, 2012, 7:00 PM, CITY HALL

Purpose: The City Council meets twice a month to conduct city business, make decisions and set policy and direction for the city organization and community.

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor or Presiding Officer may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of Minutes of January 9, 2012 City Council Meeting.**
 - b. **Ratification of the Bills in the Amount of \$ 82,771.57.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Approve Resolution No. 1230 Establishing Mayor's Committees with Responsibilities and Structure to Advise and Recommend to the City Council on Issues of Community-Wide Concern; and Repealing Resolution No. 1222.**
 - b. **Approve Contract for Interim Fire Chief Services from the City of Hood River.**
 - c. **Approve Resolution No. 1231 Creating an Intergovernmental Agreement for the Oregon Municipal Utilities Association and Authorize the Mayor to Sign.**
 - d. **Approval of Web Hosting Contract for Tourism Web Site.**
 - e. **Adopt the Process for Recruitment, Selection, and Hiring of a Permanent City Administrator.**
 - f. **Approve Creation of a City Council Sub-Committee on Economic Development.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
 - a. **ICA Koch report (handout).**
 1. **Brainstorm Critical Factors for Permanent City Administrator.**
 - b. **Discuss Draft Water Ordinance No. 414 Regulating the Extension of the City's Water Utility System an Provision of Service to its Customers.**
 - c. **Quarterly Forecast Report (handout).**
 - d. **Council Orientation.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session as may be required.**
11. **Adjournment.**

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for person with disabilities, should be made at least 48 hours in advance of the meeting by contacting the City of Cascade Locks office at 541-374-8484.

1. **Call to Order/Pledge of Allegiance/Roll Call:** Mayor Masters called the meeting to order at 7:03 PM. CM's Cramblett, Holmstrom, Helfrich, Lewis, Storm, Zerfing, and Mayor Masters were present. Also present were ICA Koch, City Attorney Sosnkowski, City Recorder Kathy Woosley, Finance Officer Marianne Bump, Doug Nichols, Gary Young, Don Haight, Rob Brostoff, Nancy Renault, and Camera Operator Betty Rush.

2. **Additions or Amendments to the Agenda:** ICA Koch said he would like to add Agenda Item 5.f. Approval of expenditure of a new computer server.

3. **Adoption of Consent Agenda:**

a. **Approval of Minutes of December 12, 2011 City Council Meeting.**

b. **Approval of Minutes of December 19, 2011 City Council Work Session.**

c. **Ratification of the Bills in the Amount of \$ 173,275.87.**

Mayor Masters read the items on the Consent Agenda. **Motion:** CM Lewis moved, seconded by CM Zerfing, to approve the Consent Agenda. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Storm, Zerfing, and Mayor Masters.

4. **Public Hearings:** None.

5. **Action Items:**

a. **Approve Skamania County Mutual Aid Agreement.** ICA Koch stated this agreement returns the City of Cascade Locks to the same position it was in prior to the issues surrounding the Emergency Services Department. **Motion:** CM Holmstrom moved, seconded by CM Storm, to approve the Skamania County emergency Services Mutual Aid Agreement and authorize the Mayor and Fire Chief to sign the agreement. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Storm, Zerfing, and Mayor Masters. Mayor Masters said he was grateful to the partners in Stevenson for their continued help and looking forward to helping them out when emergencies arise.

b. **Appointments to Public Safety Task Force Committee.** ICA Koch stated the Oregon Special Districts Association, CIS Insurance, and the Oregon Fire Chiefs Association will be participating in the Public Safety Task Force Committee meetings. He said recommendations would be due to the Council within 90 days. **Motion:** CM Zerfing moved, seconded by CM Holmstrom, to appoint the named members to the Public Safety Task Force Committee. ICA Koch said the Committee will be required to report periodically to Council and minutes would be taken at the meetings and given to Council. Mayor Masters said he was glad that 16 people applied for these positions. He said if there are others interested that didn't apply the meetings will be open and welcome to attend and share their input. CM Zerfing said this is a great opportunity for the community to share their ideas. The motion was approved unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Storm, Zerfing, and Mayor Masters.

c. **Elect Council President.** **Motion:** CM Lewis moved, seconded by CM Zerfing, to elect CM Cramblett as Council President. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Storm, Zerfing, and Mayor Masters.

d. **Approve OMI Contract Amendment #5.** ICA Koch introduced Gary Young, Regional Director for OMI and Gary Nichols, Operations Manager for OMI. He said this amendment will extend the OMI contract to June 30, 2016. He informed Council of a 180 day notification for cancellation at the end of five years. **Motion:** CM Holmstrom moved, seconded by CM Helfrich, to approve OMI Contract Amendment #5. CM Holmstrom wanted to amend his motion to include a direction to Staff to work with OMI to strengthen the relationship and make progress on some of the problem areas that have been identified. CM Helfrich agreed to the amendment to the motion. Mayor Masters said he appreciated the patience of OMI during this process. He said he liked the idea of working together toward the research and review of using some of the material as alternative bio-fuels. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Storm, Zerfing, and Mayor Masters.

CM Lewis said he would like information regarding the life span of the plant and for Council to consider an upgrade and replacement plan. Mr. Young stated that the plant runs 24/7 and some of the parts may be unavailable.

e. Approve 2012/2013 Budget Process and Format. ICA Koch stated this budget process and format was discussed by Council in an earlier work session. He said it is now before Council for adoption. **Motion:** CM Lewis moved, seconded by CM Helfrich, to adopt the 2012-2013 Budget Development Process. CM Lewis said if there is any equipment needed for the next year it would be important to have that list for this budget process. ICA Koch said it is intended to develop replacement and repair programs for other items also that Council should be considering. Mayor Masters asked if this process will look different to the members of the Budget Committee. ICA Koch said this will be additional information included with what has been given to them in the past. He said the intent is to target services and objectives and expenditures to a certain direction. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Storm, Zerfing, and Mayor Masters.

ICA Koch explained the schedule and what Council should expect. Council set public input meetings for January 19th and 24th at 7:00 PM and a work session with Department Heads and Committees on February 11th.

f. Approve Purchase of New Server from Dell in the Amount of \$4,328.87. FO Bump explained the problem of the server going down and recommended the purchase of the server from Dell. **Motion:** CM Storm moved, seconded by CM Lewis, to approve the purchase of a new server from Dell in the amount of \$4,328.87. FO Bump explained that an insurance claim has been filed and the City may only pay the deductible of \$1,000 but need the \$4,328.87 to purchase equipment now. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Storm, Zerfing, and Mayor Masters.

6. Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community: None.

7. Reports and Presentations:

a. City Administrator Report (handout).

1. Process to Recruit and Hire New City Administrator. ICA Koch explained the timeline and process for City Administrator recruitment. He said he has done this for several cities and is a part of his contract.

ICA Koch said he had met with the Manager of the City of Stevenson and discussed having a joint meeting with them within the next 60-90 days to research possibilities of coordination and consolidation of services, tourism, economic, and other things.

b. Council Orientation. ICA Koch directed Council to the handout given to them taken out of the League of Oregon Cities monthly magazine. He stated Council's role is to set policy and direction. He explained that the community leaders are to act as a collective board when making their decisions. He said as individuals they have little to no power.

8. Mayor and City Council Comments: CM Helfrich said he wanted to thank ICA Koch, Chief Wells, the volunteers, and everyone that was involved in rebuilding the Emergency Services Department. He said he also wanted to thank the staff for the work that they do that people don't see. CM Holmstrom agreed with CM Helfrich. CM Lewis said he was a fan of selective bonuses and understood there is a policy in place for selective bonuses. He said he would like ICA Koch to review that and if something is warranted to present it to Council. He said a lot of the staff works extra time that goes unseen and goes beyond their normal compensation. ICA Koch said Council is fortunate to have the staff that they have. CM Storm the City has a hard working staff and they don't always get acknowledged for that. He said the meeting at the Fire Station was a positive meeting. CM Cramblett agreed the meeting at the Fire Station went very well and he appreciated the

people that attended the meeting. CM Zerfing said she appreciated the people that are willing to try to make the Department a success.

CM Zerfing stated she has some priority changes and would have to resign from Council. She thanked all for the opportunity to serve as Councilor.

Mayor Masters said he had learned a lot from CM Zerfing about being a leader and a Council Member. He said her resignation is hard to accept but understands her personal decision. He said CM Zerfing had a big heart and thanked her for her contributions to Council.

Mayor Masters said he wanted parents to understand that Youth Night doesn't start until 5:00 PM and families that are dropping their children off before that are unsupervised. He said this creates too much liability for the City and if a child was to get hurt there is no one around that would know about it. Mayor Masters said both the library and the Recreation activities are important but to continue these services there has to be communication.

Mayor Masters said he was personally grateful for the emergency services volunteers that have agreed to serve the community. He said it is encouraging to see the mutual aid agreements reactivated in a positive timeline. He said this is great for the community. Mayor Masters thanked those that volunteered to serve on the Public Safety Task Force. He said they will have a role in determining what this Department will look like.

Mayor Masters said there are vacancies on the Tourism Committee and the Budget Committee. He said applications available for those that want to serve on those committees. He set a tentative deadline to receive applications by the end of January.

9. Other Matters: None.

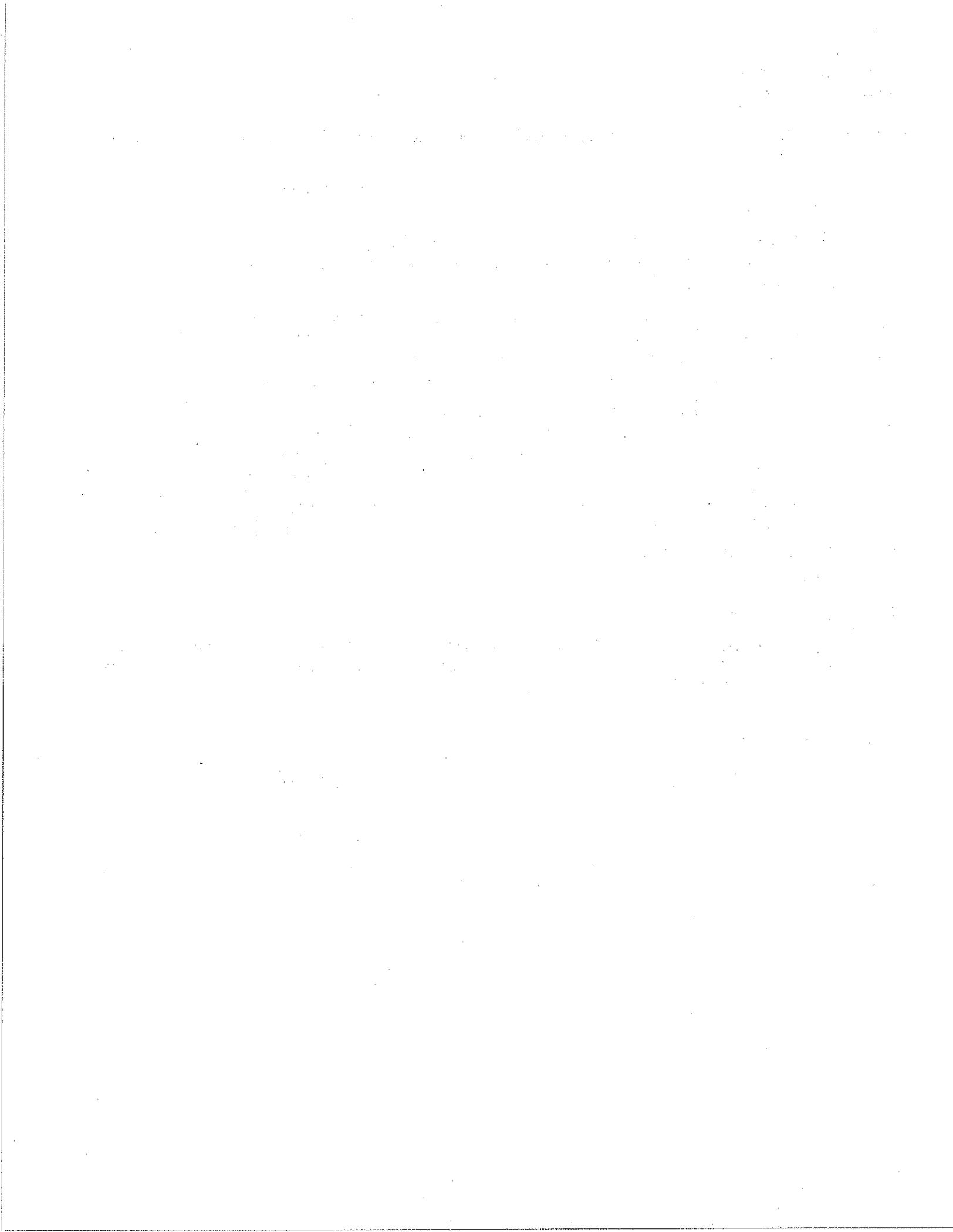
10. Executive Session as may be required: None.

11. Adjournment: Motion: CM Helfrich moved, seconded by CM Holmstrom, to adjourn the meeting. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Storm, Zerfing, and Mayor Masters. The meeting was adjourned at 8:45 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Lance Masters, Mayor



BLANKET VOUCHER APPROVAL

PAGE NO. 1

DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
1/13/2012	Mid Month AP Run	\$ 47,264.00
1/13/2012	Gross Payroll	\$ 37,028.90

GRAND TOTAL \$ 84,292.90

APPROVAL:

Mayor Masters

Report Criteria:

Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
1942	01/12	01/16/2012	190	14362	ADDYLAB	Water Sample Testing	2140562150	45.00
Total 1942:								45.00
1943	01/12	01/16/2012	375	101694878	AIRGAS	Cylinder Rental	0540562351	15.75
Total 1943:								15.75
1944	01/12	01/16/2012	900	209815	American Public Power Association	Annual Dues	5140562030	441.80
1944	01/12	01/16/2012	900	209815	American Public Power Association	Annual Dues	5140562030	441.79
Total 1944:								883.59
1945	01/12	01/16/2012	1650	123111	ASIFLEX	Admin Fees	5140562110	3.75
Total 1945:								3.75
1946	01/12	01/16/2012	1865	29954	AVENET WEB SOLUTIONS	Annual Service Package 2013	0140162082	55.00
1946	01/12	01/16/2012	1865	29954	AVENET WEB SOLUTIONS	Annual Service Package 2013	0340562082	14.00
1946	01/12	01/16/2012	1865	29954	AVENET WEB SOLUTIONS	Annual Service Package 2013	0540562082	11.00
1946	01/12	01/16/2012	1865	29954	AVENET WEB SOLUTIONS	Annual Service Package 2013	2140562082	98.00
1946	01/12	01/16/2012	1865	29954	AVENET WEB SOLUTIONS	Annual Service Package 2013	3140562082	86.00
1946	01/12	01/16/2012	1865	29954	AVENET WEB SOLUTIONS	Annual Service Package 2013	4140562082	25.00
1946	01/12	01/16/2012	1865	29954	AVENET WEB SOLUTIONS	Annual Service Package 2013	4140662082	14.00
1946	01/12	01/16/2012	1865	29954	AVENET WEB SOLUTIONS	Annual Service Package 2013	5140562082	170.00
1946	01/12	01/16/2012	1865	29954	AVENET WEB SOLUTIONS	Annual Service Package 2013	5140662082	27.00
Total 1946:								500.00
1947	01/12	01/16/2012	2350	23874	BIO-MED TESTING SERVICE	Drug Testing	0140162063	80.00
1947	01/12	01/16/2012	2350	23874	BIO-MED TESTING SERVICE	Drug Testing	0540562063	240.00
Total 1947:								320.00
1948	01/12	01/16/2012	2800	4264	BROWN & KY SAR, INC	911 Antenna Structure	5140562190	148.75
1948	01/12	01/16/2012	2800	4265	BROWN & KY SAR, INC	Revise 115KV line CL Subs	5140562190	1,830.00
1948	01/12	01/16/2012	2800	4307	BROWN & KY SAR, INC	Waterway Crossing Rebuild	5140562190	438.75

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 1948:								
1949	01/12	01/16/2012	3180	C156865	CARSON OIL COMPANY	fuel	0540562420	294.04
Total 1949:								
1950	01/12	01/16/2012	3600	010912	CASCADE LOCKS CHEVRON (DBA)	Labor - Studs on Admin Car	0140162110	6.92
1950	01/12	01/16/2012	3600	010912	CASCADE LOCKS CHEVRON (DBA)	Labor - Studs on Admin Car	0542162110	.40
1950	01/12	01/16/2012	3600	010912	CASCADE LOCKS CHEVRON (DBA)	Labor - Studs on Admin Car	2142162110	1.60
1950	01/12	01/16/2012	3600	010912	CASCADE LOCKS CHEVRON (DBA)	Labor - Studs on Admin Car	3142162110	1.87
1950	01/12	01/16/2012	3600	010912	CASCADE LOCKS CHEVRON (DBA)	Labor - Studs on Admin Car	4142162110	.22
1950	01/12	01/16/2012	3600	010912	CASCADE LOCKS CHEVRON (DBA)	Labor - Studs on Admin Car	5142162110	14.09
Total 1950:								
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	600135000	0140462551	1,078.38
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	699999800	0140562071	28.80
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	300155900	0140762690	156.65
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	300159301	0540562439	63.13
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	300159202	0540562439	41.75
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	100001500	0540562439	848.08
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	200120000	1740562551	21.30
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	600137000	2140562070	21.30
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	300183900	2140562070	63.31
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	100038200	2140562070	1,085.22
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	100003500	2140562070	21.44
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	600135000	2142162071	269.05
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	600136900	3140562070	38.03
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	300155100	3140562070	313.02
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	103714500	3140562070	21.30
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	100379100	3140562070	1,666.64
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	100030200	3140562070	21.30
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	600135000	4142162071	418.77
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	300171800	5140562800	21.30
1951	01/12	01/16/2012	4000	1/12 UBS	CASCADE LOCKS LIGHT CO.	600135000	5142162071	403.58
1951	01/12	01/16/2012	4000	CL-288	CASCADE LOCKS LIGHT CO.	600131003EFL	5140562138	150.00
1951	01/12	01/16/2012	4000	SSS 1/2012	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	0140862025	227.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 1951:								
1952	01/12	01/16/2012	90336	447871	CHIEF SUPPLY	Class A Plus Foam/Flares	0540562352	831.65
Total 1952:								
1953	01/12	01/16/2012	6000	34345	COLUMBIA GORGE FIRE EQUIPMENT	Fire Extinguisher Service	0540562440	405.25
Total 1953:								
1954	01/12	01/16/2012	6251	2012-03	COLUMBIA GORGE TRAINING ASSOC	Training	0540562020	20.00
Total 1954:								
1955	01/12	01/16/2012	7080	128813	DAVID R. CUNNINGHAM	Computer Repair/Maintenance	0140162082	101.00
1955	01/12	01/16/2012	7080	128813	DAVID R. CUNNINGHAM	Computer Repair/Maintenance	0340562082	25.00
1955	01/12	01/16/2012	7080	128813	DAVID R. CUNNINGHAM	Computer Repair/Maintenance	0540562082	21.00
1955	01/12	01/16/2012	7080	128813	DAVID R. CUNNINGHAM	Computer Repair/Maintenance	2140562082	182.00
1955	01/12	01/16/2012	7080	128813	DAVID R. CUNNINGHAM	Computer Repair/Maintenance	3140562082	161.00
1955	01/12	01/16/2012	7080	128813	DAVID R. CUNNINGHAM	Computer Repair/Maintenance	4140562082	47.00
1955	01/12	01/16/2012	7080	128813	DAVID R. CUNNINGHAM	Computer Repair/Maintenance	4140862082	25.00
1955	01/12	01/16/2012	7080	128813	DAVID R. CUNNINGHAM	Computer Repair/Maintenance	5140562082	317.00
1955	01/12	01/16/2012	7080	128813	DAVID R. CUNNINGHAM	Computer Repair/Maintenance	5140862082	51.00
1955	01/12	01/16/2012	7080	128814	DAVID R. CUNNINGHAM	Troubleshoot NW Outage	4140562570	255.00
Total 1955:								
1956	01/12	01/16/2012	18601	61158-12301	DMV SERVICES STATE OF OREGON	Driving Records	0540562110	18.00
Total 1956:								
1957	01/12	01/16/2012	8250	1707	EFFICIENCY SERVICES GROUP, LLC	Admin Fees	5140562139	750.00
Total 1957:								
1958	01/12	01/16/2012	9105	ORHOD1963	FASTENAL	Misc Inventory	5140562770	32.40
1958	01/12	01/16/2012	9105	ORHOD2022	FASTENAL	Misc Inventory	5140562770	114.51
1958	01/12	01/16/2012	9105	ORHOD2490	FASTENAL	Misc Inventory	5140562770	6.92

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 1958:								
1959	01/12	01/16/2012	9430	1045-1014	FISHER COMMUNICATIONS INC	Programming	4140562740	93.60
Total 1959:								
1960	01/12	01/16/2012	9475	S4-1211-027	FLUID MARKET STRATEGIES	Promotional Product Sales	5140562139	1,038.25
Total 1960:								
1961	01/12	01/16/2012	9700	1137517	GENERAL PACIFIC INC.	Wire	5140563670	330.75
1961	01/12	01/16/2012	9700	1137520	GENERAL PACIFIC INC.	Wire/parts	5140563700	412.32
1961	01/12	01/16/2012	9700	1137520	GENERAL PACIFIC INC.	Wire/parts	5140563700	274.88
1961	01/12	01/16/2012	9700	1137721	GENERAL PACIFIC INC.	Clamps	5140563760	153.00
Total 1961:								
1962	01/12	01/16/2012	9850	1.3562614	GLOBALSTAR	Sat Phone	0540562050	59.32
Total 1962:								
1963	01/12	01/16/2012	9819	254175	Gorge Security Shred	Shredding	0140162110	13.64
1963	01/12	01/16/2012	9819	254175	Gorge Security Shred	Shredding	0542162110	.80
1963	01/12	01/16/2012	9819	254175	Gorge Security Shred	Shredding	2142162110	3.21
1963	01/12	01/16/2012	9819	254175	Gorge Security Shred	Shredding	3142162110	3.74
1963	01/12	01/16/2012	9819	254175	Gorge Security Shred	Shredding	4142162110	.43
1963	01/12	01/16/2012	9819	254175	Gorge Security Shred	Shredding	5142162110	28.17
1963	01/12	01/16/2012	9819	254175	Gorge Security Shred	Shredding	5142162110	.01
Total 1963:								
1964	01/12	01/16/2012	12580	1889496-00	HD SUPPLY UTILITIES LTD.	Meter	5140562750	50.00
Total 1964:								
1965	01/12	01/16/2012	11500	010112	HOOD RIVER CO. CHAMBER OF COM	Renewal	0840562113	420.00
Total 1965:								
								230.00

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
1966	01/12	01/16/2012	12000	011612	HOOD RIVER NEWS	2 year subscription	0140162030	67.00
Total 1966:								67.00
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	0140162110	22.16
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	0140162120	37.56
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	0540562120	22.35
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	0542162110	1.30
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	2142162110	5.21
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	2142162120	22.35
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	3142162110	6.08
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	3142162120	17.88
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	4142162110	.70
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	4142162121	19.67
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	5142162110	46.76
1967	01/12	01/16/2012	12875	86212247	IKON OFFICE SOLUTIONS	Rental/Copies	5142162121	49.17
Total 1967:								250.19
1968	01/12	01/16/2012	20585	010912	Koch Consulting, INC.	Interim CA Services	0140162093	133.55
1968	01/12	01/16/2012	20585	010912	Koch Consulting, INC.	Interim CA Services	0140262093	41.25
1968	01/12	01/16/2012	20585	010912	Koch Consulting, INC.	Interim CA Services	0340562093	41.25
1968	01/12	01/16/2012	20585	010912	Koch Consulting, INC.	Interim CA Services	0542162093	38.77
1968	01/12	01/16/2012	20585	010912	Koch Consulting, INC.	Interim CA Services	2142162093	98.66
1968	01/12	01/16/2012	20585	010912	Koch Consulting, INC.	Interim CA Services	3142162093	98.91
1968	01/12	01/16/2012	20585	010912	Koch Consulting, INC.	Interim CA Services	4142162093	68.30
1968	01/12	01/16/2012	20585	010912	Koch Consulting, INC.	Interim CA Services	5142162093	304.21
1968	01/12	01/16/2012	20585	011612	Koch Consulting, INC.	Interim CA Services	0140162093	404.75
1968	01/12	01/16/2012	20585	011612	Koch Consulting, INC.	Interim CA Services	0140262093	126.00
1968	01/12	01/16/2012	20585	011612	Koch Consulting, INC.	Interim CA Services	0340562093	126.00
1968	01/12	01/16/2012	20585	011612	Koch Consulting, INC.	Interim CA Services	0542162093	117.50
1968	01/12	01/16/2012	20585	011612	Koch Consulting, INC.	Interim CA Services	2142162093	299.00
1968	01/12	01/16/2012	20585	011612	Koch Consulting, INC.	Interim CA Services	3142162093	299.75
1968	01/12	01/16/2012	20585	011612	Koch Consulting, INC.	Interim CA Services	4142162093	207.00
1968	01/12	01/16/2012	20585	011612	Koch Consulting, INC.	Interim CA Services	5142162093	922.00
Total 1968:								3,324.90
1989	01/12	01/16/2012	23100	874149	LES SCHWAB TIRE CENTER	Tires/wheel/valve stem	5140562201	213.23
1989	01/12	01/16/2012	23100	874149	LES SCHWAB TIRE CENTER	Tires/wheel/valve stem	5140662201	213.23

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 1969:								
1970	01/12	01/16/2012	14700	123011CR	MARRIANNE BUMP/PETTY CASH	Reimburse Petty Cash	5140562770	9.20
Total 1970:								
Total 1971:								
1971	01/12	01/16/2012	15289	96-01-01 1-2	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562711	1,152.16
1971	01/12	01/16/2012	15289	96-01-01 1-2	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562712	366.52
1971	01/12	01/16/2012	15289	96-01-02 1-2	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562711	931.79
1971	01/12	01/16/2012	15289	96-01-02 1-2	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562712	333.77
Total 1971:								
Total 1972:								
1972	01/12	01/16/2012	16609	22-201112	NET ASSETS	Title Search	0140162110	2.73
1972	01/12	01/16/2012	16609	22-201112	NET ASSETS	Title Search	0542162110	.16
1972	01/12	01/16/2012	16609	22-201112	NET ASSETS	Title Search	2142162110	.64
1972	01/12	01/16/2012	16609	22-201112	NET ASSETS	Title Search	3142162110	.75
1972	01/12	01/16/2012	16609	22-201112	NET ASSETS	Title Search	4142162110	.09
1972	01/12	01/16/2012	16609	22-201112	NET ASSETS	Title Search	5142162110	5.63
Total 1972:								
Total 1973:								
1973	01/12	01/16/2012	17200	1120329	ONE CALL CONCEPTS, INC.	Regular Tickets	5140562110	6.30
Total 1973:								
Total 1974:								
1974	01/12	01/16/2012	17250	0111112	ONSTOTT & BROEHL, PC	Progress Billing for 10-11 Audit	0140162080	2,636.31
1974	01/12	01/16/2012	17250	0111112	ONSTOTT & BROEHL, PC	Progress Billing for 10-11 Audit	0542162080	107.69
1974	01/12	01/16/2012	17250	0111112	ONSTOTT & BROEHL, PC	Progress Billing for 10-11 Audit	0840562080	274.40
1974	01/12	01/16/2012	17250	0111112	ONSTOTT & BROEHL, PC	Progress Billing for 10-11 Audit	2142162080	744.80
1974	01/12	01/16/2012	17250	0111112	ONSTOTT & BROEHL, PC	Progress Billing for 10-11 Audit	3142162080	1,489.60
1974	01/12	01/16/2012	17250	0111112	ONSTOTT & BROEHL, PC	Progress Billing for 10-11 Audit	4142162080	431.20
1974	01/12	01/16/2012	17250	0111112	ONSTOTT & BROEHL, PC	Progress Billing for 10-11 Audit	5142162080	4,116.00
Total 1974:								
1975	01/12	01/16/2012	20400	010212	PACIFIC CREST IMPRINT	Half Page Ad	0840562160	688.10
Total 1975:								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 1975:								
1976	01/12	01/16/2012	21501	10138223	PAUL HENNES RADIO SHACK	Battery	2140562560	35.99
Total 1976:								
1977	01/12	01/16/2012	21050	4911417	PORT OF CASCADE LOCKS	Bridge Tickets - EL	5140562020	30.00
Total 1977:								
1978	01/12	01/16/2012	22290	129	ROCKRANCH ENTERPRISES	Contract PW Super	0140262080	12.99
1978	01/12	01/16/2012	22290	129	ROCKRANCH ENTERPRISES	Contract PW Super	0140462080	168.92
1978	01/12	01/16/2012	22290	129	ROCKRANCH ENTERPRISES	Contract PW Super	0340562080	298.86
1978	01/12	01/16/2012	22290	129	ROCKRANCH ENTERPRISES	Contract PW Super	2140562080	480.77
1978	01/12	01/16/2012	22290	129	ROCKRANCH ENTERPRISES	Contract PW Super	3140562080	337.83
Total 1978:								
1979	01/12	01/16/2012	22915	66269	SAWTOOTH TECHNOLOGIES, LLC	Internet Service	4140662050	802.00
Total 1979:								
1980	01/12	01/16/2012	23673	123111	Sosnikowski & Cleaveland P.C.	Attorney Fees	0140162100	309.00
1980	01/12	01/16/2012	23673	123111	Sosnikowski & Cleaveland P.C.	Recording Fees	0140162870	153.00
1980	01/12	01/16/2012	23673	123111	Sosnikowski & Cleaveland P.C.	Attorney Fees	0140262100	75.00
1980	01/12	01/16/2012	23673	123111	Sosnikowski & Cleaveland P.C.	Attorney Fees	0542162100	10.00
1980	01/12	01/16/2012	23673	123111	Sosnikowski & Cleaveland P.C.	Attorney Fees	2142162100	103.00
1980	01/12	01/16/2012	23673	123111	Sosnikowski & Cleaveland P.C.	Attorney Fees	3142162100	173.00
1980	01/12	01/16/2012	23673	123111	Sosnikowski & Cleaveland P.C.	Attorney Fees	4142162100	25.00
1980	01/12	01/16/2012	23673	123111	Sosnikowski & Cleaveland P.C.	Attorney Fees	5142162100	505.00
Total 1980:								
1981	01/12	01/16/2012	25403	854798819 1	SPRINT	Fire Cell	0540562050	63.64
Total 1981:								
1982	01/12	01/16/2012	23750	8020571832	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	74.40
1982	01/12	01/16/2012	23750	8020571832	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	9.40

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
1982	01/12	01/16/2012	23750	8020671832	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	27.15
1982	01/12	01/16/2012	23750	8020671832	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	24.28
1982	01/12	01/16/2012	23750	8020671832	STAPLES CONTRACT & COMMERCIA	Office Supplies	4142162010	8.09
1982	01/12	01/16/2012	23750	8020671832	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	117.72
1982	01/12	01/16/2012	23750	8020671832	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	9.26
1982	01/12	01/16/2012	23750	8020671832	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	1.17
1982	01/12	01/16/2012	23750	8020671832	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	3.38
1982	01/12	01/16/2012	23750	8020671832	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	3.02
1982	01/12	01/16/2012	23750	8020671832	STAPLES CONTRACT & COMMERCIA	Office Supplies	4142162010	1.01
1982	01/12	01/16/2012	23750	8020671832	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	14.64
Total 1982:								293.52
1983	01/12	01/16/2012	24200	119203	T & R ELECTRIC SUPPLY CO.	225 KVA Three Phase Pole Mount	5141562009	4,865.00
1983	01/12	01/16/2012	24200	119204	T & R ELECTRIC SUPPLY CO.	10 KVA Single Phase Pole Mount	5140663770	670.00
Total 1983:								5,535.00
1984	01/12	01/16/2012	16715	799667	TWGW, INC NAPA AUTO PARTS	Socket, Bulbs	5140562201	12.64
1984	01/12	01/16/2012	16715	799810	TWGW, INC NAPA AUTO PARTS	Starting Fluid	5140562201	43.05
1984	01/12	01/16/2012	16715	799810	TWGW, INC NAPA AUTO PARTS	Starting Fluid	5140662201	43.05
1984	01/12	01/16/2012	16715	800240	TWGW, INC NAPA AUTO PARTS	ATF Plus	5140562200	11.38
Total 1984:								110.12
1985	01/12	01/16/2012	26005	0197023-IN	WAGNER-SMITH EQUIPMENT	Safety Clip	5140562800	15.06
1985	01/12	01/16/2012	26005	0197432-IN	WAGNER-SMITH EQUIPMENT	Trigger	5140562770	40.25
Total 1985:								55.31
1986	01/12	01/16/2012	26950	122011980	ZCORUM INC.	Internet	4140662730	908.50
Total 1986:								908.50
1987	01/12	01/16/2012	75000	600142809D	Refund Customer Deposits	Refund Deposit	5121130	110.52
Total 1987:								110.52
1161201	01/12	01/16/2012	16190	SH-285652	NATIONAL CABLE TELEVISION COOP.	Equipment	4140562560	659.39
Total 1161201:								659.39

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 1161201:								
1161202	01/12	01/16/2012	24900	2974 12/11	U S BANK CC	Hardrive/Memory	0140162010	31.47 M
1161202	01/12	01/16/2012	24900	2974 12/11	U S BANK CC	Hardrive/Memory	0140262010	4.01 M
1161202	01/12	01/16/2012	24900	2974 12/11	U S BANK CC	Backgound Checks	0540562110	100.00 M
1161202	01/12	01/16/2012	24900	2974 12/11	U S BANK CC	Hardrive/Memory	0542162010	.55 M
1161202	01/12	01/16/2012	24900	2974 12/11	U S BANK CC	Hardrive/Memory	2142162010	11.44 M
1161202	01/12	01/16/2012	24900	2974 12/11	U S BANK CC	Hardrive/Memory	3142162010	10.30 M
1161202	01/12	01/16/2012	24900	2974 12/11	U S BANK CC	Hardrive/Memory	4142162010	3.43 M
1161202	01/12	01/16/2012	24900	2974 12/11	U S BANK CC	Hardrive/Memory	5142162010	49.78 M
Total 1161202: 210.98								
1161203	01/12	01/16/2012	24900	8827 12/11	U S BANK CC	Fillers	4140562560	111.55 M
1161203	01/12	01/16/2012	24900	8827 12/11	U S BANK CC	Meal	5140562770	9.25 M
Total 1161203: 120.80								
1161204	01/12	01/16/2012	24900	8773 12/11	U S BANK CC	Supplies	0140462520	106.56 M
1161204	01/12	01/16/2012	24900	8773 12/11	U S BANK CC	Mole Traps	0140462520	51.84 M
1161204	01/12	01/16/2012	24900	8773 12/11	U S BANK CC	Supplies	0140462520	22.98 M
1161204	01/12	01/16/2012	24900	8773 12/11	U S BANK CC	Pump Motor	0340562660	72.94 M
1161204	01/12	01/16/2012	24900	8773 12/11	U S BANK CC	Supplies	2140562560	19.44 M
1161204	01/12	01/16/2012	24900	8773 12/11	U S BANK CC	Pump Motor	2140562560	72.94 M
1161204	01/12	01/16/2012	24900	8773 12/11	U S BANK CC	Pump Motor	3140562560	72.94 M
Total 1161204: 419.64								
Grand Totals: 47,264.00								

STAFF REPORT

Date Prepared: 1/10/12

For City Council Meeting on: 1/23/12

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley, City Recorder

APPROVED BY: Paul Koch

SUBJECT: Mayor's Committees

SYNOPSIS: Resolution No. 1222 was adopted in 2011 and applied to the Mayor's Committees at that time. City Council discussed the dissolution and realigning of committees at their 12/19/11 Work Session.

CITY COUNCIL OPTIONS:

1. Do nothing.
2. Approve Resolution No. 1230.

RECOMMENDATION: Approve Resolution No. 1230 establishing Mayor's Committees with responsibilities and structure to advise and recommend to the City Council on issues of community-wide concern; and repeal Resolution No. 1222.

Legal Review and Opinion: N/A

Financial review and status: N/A

BACKGROUND INFORMATION:

Council Rules state there are two types of Committees and the Mayor creates Temporary Committees. Standing Committees are created by ordinance and only the repeal of an ordinance can dissolve them.

Council discussed the dissolution of three Temporary Committees and some possible changes to some Standing Committees.

This Resolution is an attempt to identify responsibilities and structure for Temporary Committees.

ATTACHMENTS:

Resolution No. 1230

Resolution No. 1222

RESOLUTION NO. 1230

A RESOLUTION ESTABLISHING MAYOR'S COMMITTEES WITH RESPONSIBILITIES AND STRUCTURE TO ADVISE AND RECOMMEND TO THE CITY COUNCIL ON ISSUES OF COMMUNITY-WIDE CONCERN; AND REPEALING RESOLUTION NO. 1222.

WHEREAS, the interests and desires of the citizens of Cascade Locks cover many subjects, projects and programs; and

WHEREAS, it would be extremely difficult for the Council to review and discuss all information related to an issue, program or project; and

WHEREAS, it is the desire of the City Council to involve the citizenry in the discussion and decision-making process; and

WHEREAS, the City Council would like to see these committees function in an effective, continuous manner;

THE COMMON COUNCIL FOR THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. ORGANIZATION OF COMMITTEE SYSTEM. Committees shall be identified as a Standing or Temporary Committee. Standing Committees are created by ordinance with the exception of the Budget Committee, which is created by Statute. These committees can only be dissolved by repeal of the ordinance that created them. Temporary Committees are created by the Mayor. These committees shall function in an advisory and recommending role.

SECTION 2. Function. The purpose of the Mayor's Committees shall be solely to advise the City Council on matters that the Council may put before the committee. The Council is not required to seek committee input before deciding an issue, and is not bound by committee advice. Committees may be formed or disbanded by action of the Mayor. No committee or committee member may take any action without the permission of the Council. Neither shall any committee or individual member have spending or contractual authority, except as allowed by law.

SECTION 3. Membership. Members shall serve at the discretion of the Mayor currently in office and may be removed from office at the decision of the Mayor. All members must be at least 18 years of age at the time of appointment.

SECTION 4. Student Involvement. Committees may elect, with the Mayor's approval, to adopt 16 or 17 year old high school seniors to be non-voting members of their committee, for the purpose of exposing these students to the workings of government.

SECTION 5. Chairmanship. The Mayor may appoint a chairperson for each committee. If the Mayor makes no appointment, at the first meeting of the committee in January, or immediately after a committee's inception, the committee shall elect a chairperson. This person shall preside over meetings and act as a contact person for the committee. The council shall be informed of the chairperson's selection at the next council meeting.

SECTION 6. Attendance. It is recognized that members must attend the meetings of the committee to be an informed and effective member of the committee. Therefore, any member not attending three consecutive meetings shall be removed from the committee and replaced by another appointee. Should any member be a disruptive influence on a committee, that committee may vote to request a member's removal from office. This request would then be presented to the Mayor for decision.

SECTION 7. Meetings. Committees are expected to meet one time per month, more frequently when unresolved tasks have been put before the committee by the Council. Any Temporary Committee not meeting monthly, or not having a quorum for three consecutive months shall be deemed non-functional and shall be disbanded. It will then be at the discretion of the Mayor whether or not to appoint a new committee.

There shall be written minutes taken, prepared and submitted to City Hall staff for the City files. Minutes shall reflect attendance of all persons, topics discussed, motions made, results of votes taken, and recommendations forwarded to the Council. They should also reflect any further action to be taken by the committee and who should be responsible of said action. Minutes shall be available at City Hall for public view.

Meetings shall be public for all matters. It is the duty of the Chairperson to ensure that these meetings are announced on Channel 23 at least 24 hours prior to the meeting. All meetings must be held in a public meeting place – either City Hall, library, school, or a place of business – where any member of the public who wants to do so, may attend.

SECTION 8. Reporting to Council. A representative of the committee shall report to Council by oral or written report at the first Council meeting after any committee meeting. Oral reports should be given during the committee report portion of the Council agenda. Written reports shall be given to the City staff in time for inclusion in the Council packets for the upcoming meeting. In addition, the Council may request that representatives from the committee be present at Council meetings as they deem necessary to discuss any action recommended by the committee.

SECTION 9. Other City Committees. In addition to these guidelines, certain committees are established by Ordinance or State/Federal law and shall be governed by such.

Issues not covered in the respective ordinances shall be as stated above in this resolution.

SECTION 10. EXPIRATION OF RESOLUTION. This resolution shall remain in effect until it is repealed by the Council.

SECTION 11. EFFECTIVE DATE. This resolution shall become effective upon its adoption by the City Council.

ADOPTED by the City Council this 23rd day of January, 2012.

APPROVED by the Mayor this 23rd day of January, 2012.

Mayor

ATTEST:

City Recorder

RESOLUTION NO. 1222

A RESOLUTION ESTABLISHING MAYOR'S COMMITTEES WITH RESPONSIBILITIES AND STRUCTURE TO ADVISE AND RECOMMEND TO THE CITY COUNCIL ON ISSUES OF COMMUNITY-WIDE CONCERN; AND REPEALING RESOLUTION NO. 1189.

WHEREAS, the interests and desires of the citizens of Cascade Locks cover many subjects, projects and programs; and

WHEREAS, it would be extremely difficult for the Council to review and discuss all information related to an issue, program or project; and

WHEREAS, it is the desire of the City Council to involve the citizenry in the discussion and decision-making process; and

WHEREAS, the City Council would like to see these committees function in an effective, continuous manner;

THE COMMON COUNCIL FOR THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. MAYOR'S COMMITTEES. The following committees shall function in an advisory and recommending role. The purpose of each Mayor's committee is listed below.

1. **Budget Committee.** The Budget Committee consists of seven Council Members and seven citizens of Cascade Locks. This Committee is charged with approving a budget for the City of Cascade Locks. This Committee meets in the spring in order to have a budget ready for Council adoption in June. Budget Committee Members serve three year terms.
2. **Planning Commission.** The Planning Commission operates under **Ordinance No. 307** and consists of five members acting to provide recommendations to the City Council regarding city growth, development, housing, and most aspects of urban development. Planning Commission Members serve four year terms.
3. **Parks and Recreation Committee.** The Parks and Recreation Committee operates under **Ordinance No. 304** and advises the City Council on matters relating to parks and recreation activities. The Committee is responsible for helping plan and improve current and future recreational facilities, which can then be enjoyed by the entire community. This Committee consists of seven members and serves a three year term.
4. **Tourism Committee.** The Tourism Committee operates under **Ordinance No. 259** and advises the City Council concerning the expenditure of city monies in the promotion of tourism, beautification, and devoting due attention to the recreational and scenic qualities of Cascade Locks and the surrounding Gorge areas. This Committee will recommend a plan of expenditures to promote tourism and beautification in the community. This Committee consists of seven members and serves a three year term.

5. **Museum Committee.** The Museum Committee operates under **Ordinance No. 152** and consists of seven members serving a three year term. This Committee operates and maintains the museum for the City.
6. **Comp Plan Review Committee.** This Committee works to further citizen involvement in all phases of the planning process as it pertains to the Comprehensive Plan. The Committee advises the City Council on matters such as housing, schools, parks, and other matters of general public interest. This Committee meets as needed. Comp Plan Review Committee Members serve two year terms.
7. **City Services Committee.** The City Services Committee consists of five members that serve for a three year term. The purpose of this Committee will be to advise the City Council regarding matters of Public Works, Electric, Cemetery, and the Emergency Services Department. This Committee may also be requested to advise the City Council on utility rate analysis and recommendations on the budgets for operation and capital improvements.

SECTION 2. Function. The purpose of the Mayor's Committees shall be solely to advise the City Council on matters that the Council may put before the committee. The Council is not required to seek committee input before deciding an issue, and is not bound by committee advice. Committees may be formed or disbanded by action of the Mayor. No committee or committee member may take any action without the permission of the Council. Neither shall any committee or individual member have spending or contractual authority, except as allowed by law.

SECTION 3. Membership. Members shall serve at the discretion of the Mayor currently in office and may be removed from office at the decision of the Mayor. All members must be at least 18 years of age at the time of appointment.

SECTION 4. Student Involvement. Committees may elect, with the Mayor's approval, to adopt 16 or 17 year old high school seniors to be non-voting members of their committee, for the purpose of exposing these students to the workings of government.

SECTION 5. Chairmanship. The Mayor may appoint a chairperson for each committee. If the Mayor makes no appointment, at the first meeting of the committee in January, or immediately after a committee's inception, the committee shall elect a chairperson. This person shall preside over meetings and act as a contact person for the committee. The council shall be informed of the chairperson's selection at the next council meeting.

SECTION 6. Attendance. It is recognized that members must attend the meetings of the committee to be an informed and effective member of the committee. Therefore, any member not attending three consecutive meetings shall be removed from the committee and replaced by another appointee. Should any member be a disruptive influence on a committee, that committee may vote to request a member's removal from office. This request would then be presented to the Mayor for decision.

SECTION 7. Meetings. Committees are expected to meet one time per month, more frequently when unresolved tasks have been put before the committee by the Council. Any committee not meeting monthly, or not having a quorum for three consecutive months shall be deemed non-functional and shall be disbanded. It will then be at the discretion of the Mayor whether or not to appoint a new committee.

There shall be written minutes taken, prepared and submitted to City Hall staff for the City files. Minutes shall reflect attendance of all persons, topics discussed, motions made, results of votes taken, and recommendations forwarded to the Council. They should also reflect any further action to be taken by the committee and who should be responsible of said action. Minutes shall be available at City Hall for public view.

Meetings shall be public for all matters. It is the duty of the Chairperson to ensure that these meetings are announced on Channel 23 at least 24 hours prior to the meeting. All meetings must be held in a public meeting place – either City Hall, library, school, or a place of business – where any member of the public who wants to do so, may attend.

SECTION 8. Reporting to Council. Written reports shall be given to the City staff in time for inclusion in the Council packets for the upcoming meeting. In addition, the Council may request that representatives from the committee be present at Council meetings as they deem necessary to discuss any action recommended by the committee. Committee meeting minutes should be submitted in a timely fashion.

SECTION 9. Other City Committees. In addition to these guidelines, certain committees are established by Ordinance or State/Federal law and shall be governed by such. City Ordinance shall take precedence over these regulations in issues regarding the Budget Committee, Planning Commission, Museum Commission, Parks and Recreation Committee, and the Tourism/Beautification Committee. **Issues not covered in the respective ordinances shall be as stated above in this resolution.**

SECTION 10. EXPIRATION OF RESOLUTION. This resolution shall remain in effect until it is repealed by the Council.

SECTION 11. EFFECTIVE DATE. This resolution shall become effective upon its adoption by the City Council.

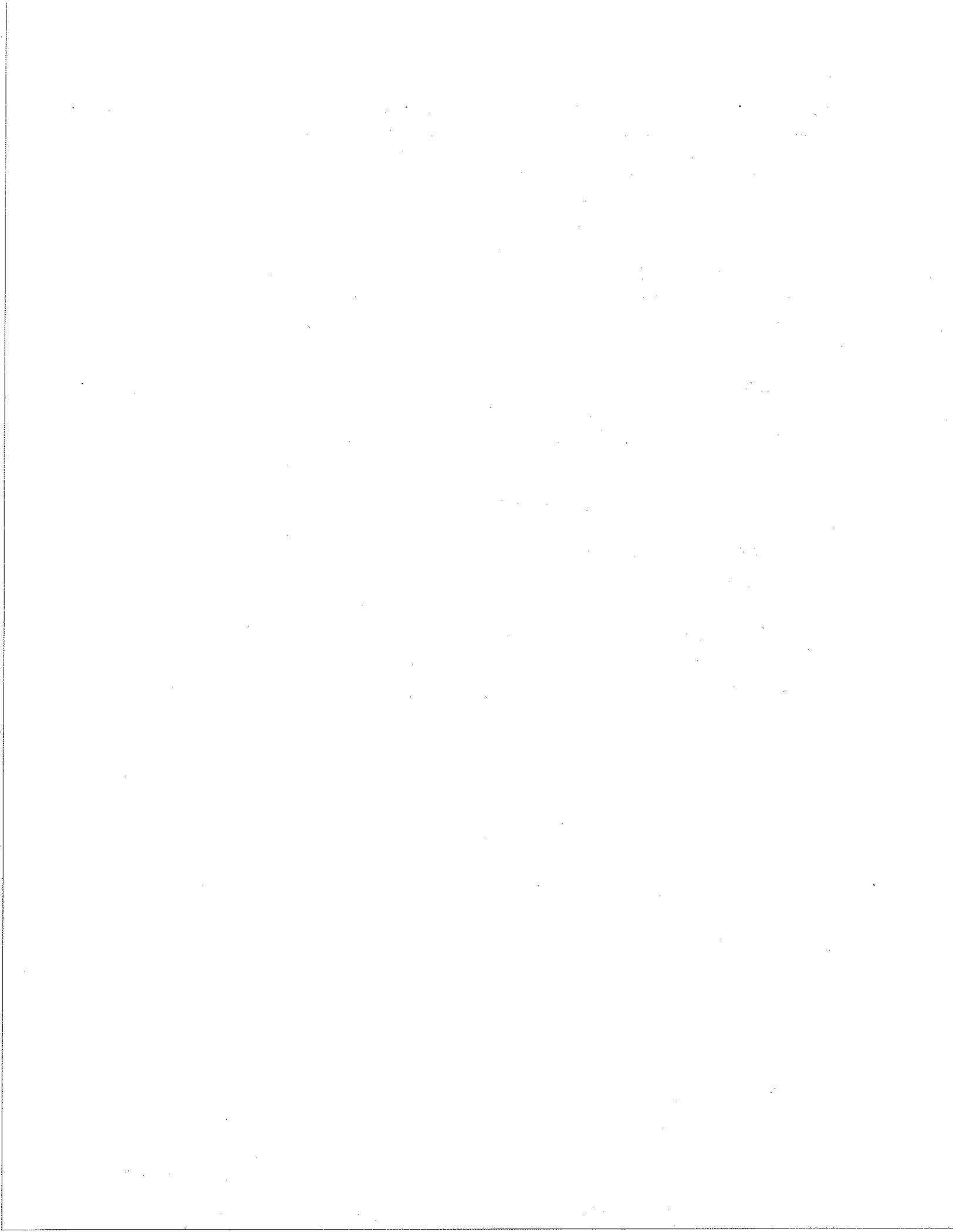
ADOPTED by the City Council this 10th day of May, 2010.

APPROVED by the Mayor this 10th day of May, 2010.

Council President

ATTEST:

City Recorder



STAFF REPORT

Date Prepared: January 17, 2012

For City Council Meeting on: January 23, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator **PK**

APPROVED BY: N/A

SUBJECT: Adopting a contract with City of Hood River for Interim Fire Chief Services and authorizing the Mayor to sign

SYNOPSIS: On January 4, 2012 the /City council accepted and approved a recommendation to request Interim Fire Chief Services from the City of Hood River. That request was made and approved by the City Council in Hood River. Since that time attorneys for both jurisdictions and staff have developed a contract for the delivery of those services. The Interim Chief (Chief Wells) has actually been serving in the role since City Council action.

This matter comes to City Council for formal action at this time.

CITY COUNCIL OPTIONS: The City Council has the following options at this time.

- a. Take no action on the proposed contract.
- b. Modify the recommendations as desired.
- c. Accept and adopt the contract as presented.

RECOMMENDATION: That City Council, by motion, approve the contract for Interim Fire Chief Services with the City of Hood River and authorize the Mayor to sign the contract.

The Benefits of this action: This action will formalize the current situation and provide the City of Cascade Locks with an Interim Fire Chief to rebuild the City's Emergency Services Department.

Legal Review and Opinion: The City Attorney has worked with the City Attorney in Hood River to complete this agreement.

Financial review and status: The cost of this service will be \$2500 per month starting January 4, 2012 and going to June 30, 2012. The nine month cost for this contract will be \$22,500. (A revised budget is being developed for the Emergency Services

Department and a draft working copy of that budget is attached for City Council information.)

BACKGROUND INFORMATION:

1. The concept of Interim Chief Services came out of the comprehensive review of the Emergency Services Department and is critical to the proper function and rebuilding of the Department.
2. The Citizens Task Force, authorized by the City Council on January 12 will develop a set of long term recommendations for City Council consideration.
3. A copy of the proposed contract is attached for City Council information.
4. The job description for the Interim Fire Chief is attached for City Council information.

INTERGOVERNMENTAL AGREEMENT
Between the City of Cascade Locks and the City of Hood River
For Interim Fire Chief Services

This Intergovernmental Agreement is entered into on the last signed date below, by and between the CITY OF CASCADE LOCKS, an Oregon municipal corporation ("Cascade Locks"), and the CITY OF HOOD RIVER, an Oregon municipal corporation ("Hood River"), pursuant ORS chapter 190 and the parties' home rule charter authority.

RECITALS

WHEREAS, the Legislature of the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purposes of furthering economy and efficiency in local government; and

WHEREAS, ORS Chapter 190 authorizes the local governments to enter into agreements such as this for the performance of any functions and activities that a local government has authority to perform; and

WHEREAS, Cascade Locks operates a fire and emergency medical services department, but due to recent governmental and managerial changes does not have a fire chief to command the fire department personnel; and

WHEREAS, Hood River operates and maintains a fully staffed fire department with a fire chief; and

WHEREAS, Cascade Locks is in the process of selecting a fire chief to assume command and management of the Cascade Locks Fire Department; and

WHEREAS, the parties desire to enter into an intergovernmental agreement whereby Hood River provides temporary interim fire chief services until such time as Cascade Locks hires its own fire chief.

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the promises and mutual benefits and advantages accruing to each, the Parties agree as follows:

1. **Effective date and term.** This Agreement shall be effective on January 4, 2012 and shall terminate on June 30, 2012, unless terminated earlier by either party pursuant to Section 2.
2. **Termination and modification.** This Agreement shall terminate automatically on June 30, 2012. Either party may terminate this Agreement sooner, with or without cause, by providing the other party written notice at least 14 days prior to the effective date of termination. This Agreement may be modified only by written instrument signed by authorized representatives of both parties.
3. **Obligations of Hood River.** Hood River shall perform the following:

- a. Hood River shall provide and make available the Hood River Fire Chief ("Fire Chief") to serve as the Interim Fire Chief for Cascade Locks, who shall perform the duties set forth in the Fire Chief Scope of Services attached as Exhibit A to this Agreement and incorporated herein by this reference. When necessary, and at the sole discretion of the Hood River Fire Chief, other Hood River Fire Department officers may be enlisted to perform services under this Agreement.
 - b. In his capacity as Interim Fire Chief for Cascade Locks, the Fire Chief shall have as his first and primary obligation his duties as Hood River's Fire Chief. Performance of duties under this Agreement shall be secondary and shall not interfere with, or detract from, the Fire Chief's primary obligations.
 - c. For services performed under this Agreement, the Fire Chief shall report to, and be subject to the direction of, the Cascade Locks City Administrator (references to City Administrator in this Agreement include the Interim City Administrator).
 - d. The Fire Chief shall serve in an administrative capacity and shall not respond to operational calls (fire or ambulance) under this Agreement. Notwithstanding this provision, the Fire Chief may respond to operational calls from Cascade Locks pursuant to separate mutual aid agreement between the parties.
4. **Obligations of Cascade Locks.** In consideration for Hood River's services provided under this Agreement, Cascade Locks shall pay Hood River a flat fee of \$2,500 per month. Hood River will provide Cascade Locks with a monthly bill for services, which Cascade Locks shall pay within 30 days of presentment.
5. **Compliance with applicable law.** Each party shall comply with all applicable Federal, State and local laws, and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap. Unless specified in Exhibit A, Hood River shall not be responsible for filing any reports or other documentation and performing any tests required by any Federal, State or local agency with jurisdiction over employment or the services provided under this Agreement. Cascade Locks shall be responsible for maintain in good standing during the term of this Agreement any certifications or licenses for itself, its Fire Department and its personnel that are necessary for the operation of a fire and/or ambulance department.
6. **Independent contractor.** The Fire Chief and any other Hood River personnel to provide services under this Agreement shall be deemed Independent contractors and not employees of Cascade Locks.
7. Neither party or its employees performing work under this Agreement is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by the other party.

Each party is solely responsible for claims of its employees for damages or injuries in connection with the services provided under this Agreement and with their employment or arising under workers' compensation law.

8. **Indemnification.** Each party shall indemnify, hold harmless and defend the other, its officers, agents, and employees, and, in the case of Cascade Locks, including Hood River's Fire Chief, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the provision of services under this Agreement, except where the loss or claim is alleged to be attributable to the indemnifying party's negligent or intentional acts or omissions.

9. **Notice of claim.** Each party shall provide to the other immediate written notice of any action, suit filed, claim made or notice of claim presented against that party for actions arising under this Agreement, regardless of whether litigation is involved.

10. **Insurance.** Each party shall maintain insurance, or self-insurance in accordance with ORS 30.282, for the duration of this agreement, at levels necessary to protect against public body liability as specified in ORS 30.270.

11. **Tort limits.** This agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300) and is contingent upon funds being appropriated therefor.

12. **Merger.** This writing is intended both as the final expression of the agreement between the parties with respect to the terms and subject addressed herein and as a complete and exclusive statement of the terms of the parties' agreement.

IT IS SO AGREED by the Parties hereto as indicated by the signatures of their authorized representatives:

CITY OF CASCADE LOCKS:

CITY OF HOOD RIVER:

By _____ By _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

City Attorney

City Attorney

Exhibit A
POSITION DESCRIPTION
Interim Fire Chief

GENERAL PURPOSE

Performs a variety of technical, administrative, and supervisory work in planning, organizing and implementing fire prevention, inspection, suppression and emergency medical services to prevent or minimize the loss of life and property by fire and emergency medical conditions.

SUPERVISION RECEIVED

Works under the general guidance and direction of the City Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Establishes policies and procedures, for Fire and EMS Departments in order to implement directives from the City Administrator or City Council.

Plans and implements Fire and EMS programs for the City in order to better carry out the policies and goals; reviews Departmental performance and effectiveness; formulates programs or policies to alleviate deficiencies.

Supervises and coordinates the preparation and presentation of an annual budget for Fire and EMS Departments; directs the implementation of the Departmental budgets; plans for and reviews specifications for new or replaced equipment and supplies.

Controls the expenditures of departmental appropriations.

Handles grievances, maintains Departmental discipline and the conduct and general behavior of personnel.

Prepares and submits monthly reports to the City Administrator regarding the Departments activities and prepares a variety of other reports as appropriate including the annual report of activities.

Plans Departmental operation with respect to equipment, apparatus, and personnel; supervises the implementation of such plans.

Meets with elected or appointed officials; other Fire/EMS officials, community and business representatives and the public on all aspects of the Departmental activities.

DRAFT

FUND 5 -- EMERGENCY SERVICES FUND

	BUDGET	YTD	RECAST	RECAST
REVENUES	ADOPTED	DECEMBER	1/2012-6/2012	FO
05-305-40010 BEGINNING BALANCE	-	-	-	-
05-305-43100 PROPERTY TAXES (transfer from general)	79,660	68,944.78	79,660	79,660
05-305-43200 FIRE SUPPRESSION FEES	7,500	4,437.24	6,000	7,000 Approx 739.54 per month
05-305-43201 FIRE/AMBULANCE SERVICE FEES	110,000	31,046.47	31,046	31,046
05-305-43202 FIREMED/LIFELIGHT CONTRACTS	1,200	1,050.00	3,000	3,000
05-305-43203 RURAL FIRE PROTECTION CONTRACTS	2,500	522.00	1,000	1,000
05-305-43204 MULTNOMAH COUNTY CONTRACT	20,000	-	10,000	10,000
05-305-43250 PERMIT FEES	-	75.00	-	-
05-305-43800 MISCELLANEOUS INCOME (burn permits, etc.)	2,000	234.77	1,000	500
TOTAL EMERGENCY SVC - REVENUES	222,860	106,310	131,706	132,206

EXPENSES

DEPT 5 -- OPERATIONS

PERSONNEL EXPENSE

05-405-61011 FIRE CHIEF	36,945	0.04	0	-
05-405-61050 FICA	2,826	1,316.72	1,500	1,317
05-405-61060 WORKERS COMP (State, City County Ins.)	5,290	688.64	1,300	689
05-405-61070 HEALTH INSURANCE	7,100	13.93	1,000	14
05-405-61080 PERS (PENSION)	7,045	3,146.42	6,500	3,147
05-405-61090 OTHER FRINGE BENEFITS (State Unemployment)	38	17.19	25	18
TOTAL PERSONNEL EXPENSE	59,244	5,183	10,325	5,185

MATERIALS & SERVICES

05-405-62010 OFFICE SUPPLIES	0	44.16	200	150
05-405-62017 SHOTS & PHYSICALS	-	-	-	740 Current bill
05-405-62020 TRAVEL & TRAINING	3,000	180.00	1,000	3,705 Current bill \$3525
05-405-62029 UNIFORMS	2,500	1,054.77	1,500	1,500
05-405-62030 DUES, PUBLICATIONS, NOTICES	200	150.00	150	200 Upcomming budget notices
05-405-62050 TELEPHONE (Satellite and Cell)	4,200	2,221.43	4,200	4,400
05-405-62055 POSTAGE	-	30.25	150	150
05-405-62060 INSURANCE	20,000	15,622.72	20,000	16,500 Deductable for Durango/extra expense
05-405-62063 DRUG TESTING	352	310.00	800	800
05-405-62082 CONTRACT SVC - COMPUTER	690	996.62	1,000	1,700 IT cost for getting computers configured
05-405-62100 CONTRACT SVC - ATTORNEY	1,000	-	-	-
05-405-62110 CONTRACT SVC - MISC	750	3,492.64	4,000	4,000
05-405-62111 CONTRACT SVC - SPRINGFIELD BILLING	4,000	722.00	2,000	2,000
05-405-62112 CONTRACT SVC - VOLUNTEER ASSN.	700	-	-	700 Contract pmt due for 2 months
05-405-62113 CONTRACT SVC - EMERGENCY REPORTING	1,500	1,701.00	2,100	2,268 \$567 per quarter
CONTRACT SVC - INTERIM FIRE CHIEF	-	-	22,500	22,500 9 months @\$2500
05-405-62120 CONTRACT SVC - MACHINES	500	151.74	300	300
05-405-62311 FIRE CHIEF ASSN. (CASCADE SYS RESOURCE)	1,000	-	-	-
05-405-62312 DR. VIRKS INSURANCE	1,000	-	1,000	1,000
05-405-62350 SUPPLIES/MATERIALS - FIRE	9,000	104.83	1,000	1,000
05-405-62351 SUPPLIES/MATERIALS - AMBULANCE	9,000	3,609.58	5,500	7,000 ordered supplies in Jan. approx \$1500
05-405-62352 REIMBURSABLE REPLACEMENT COST	-	-	-	900 ordered flares
05-405-62420 GASOLINE/OIL	7,000	1,270.29	4,000	4,000
05-405-62439 UTILITIES	9,442	2,352.98	5,600	5,600
05-405-62440 BUILDING MAINTENANCE	3,500	702.14	1,200	1,200
05-405-62441 EQUIP/VEHICLE MAINTENANCE	8,000	1,298.07	2,500	2,500
05-405-62442 RADIOS MAINTENANCE/ REPLACEMENT	1,500	145.02	1,000	1,000
05-405-62443 MAINT AGREE - LIFE PAK	2,500	-	1,000	1,000
05-405-62446 ANNUAL HOSE/LADDER TESTING	3,918	1,874.10	1,874	1,874
05-405-62448 ANNUAL PUMP TESTING	1,200	735.00	735	735
05-405-62680 UNCOLLECTIBLE ACCOUNTS	35,200	9,111.43	18,000	18,000
TOTAL MATERIALS & SERVICES	131,652	47,881	103,109	107,272

FUND 5 -- EMERGENCY SERVICES FUND		BUDGET	YTD	RECAST	RECAST
REVENUES		ADOPTED	DECEMBER	1/2012-6/2012	FO
CAPITAL OUTLAYS					
05-405-63047	VEHICLE TIRES	3,000	-	3,000	3,000
TOTAL CAPITAL OUTLAY		3,000	-	3,000	3,000
INTER-FUND TRANSFERS					
05-405-64015	LOAN PAYMENT TO CAPITAL RESERVE -FIRE TRUCK	2,459	1,229.52	1,229	2,459
TOTAL INTER-FUND TRANSFERS		2,459	1,229.52	1,229	2,459
CONTINGENCY					
05-405-65010	CONTINGENCY	14,356	-	3,000	3,000
TOTAL CONTINGENCY		14,356	-	3,000	3,000
TOTAL DEPT 5 - OPERATIONS		210,711	54,293.23	120,663	120,916
DEPT 21 - ADMINISTRATION					
PERSONNEL EXPENSE					
05-421-61010	CITY ADMINISTRATOR	940	104.40	-	104
05-421-61020	FINANCE OFFICER	2,012	980.81	-	1,962
05-421-61031	ACCOUNTING CLERK	1,763	859.50	-	1,719
05-421-61033	RECEPTIONIST/CASHIER	530	255.39	-	520
05-421-61050	FICA	595	178.90	-	595
05-421-61060	WORKERS COMP (State, City County Ins.)	39	7.33	-	20
05-421-61095	WORKERS BENEFIT FUND	-	0.73	-	6
05-421-61070	HEALTH INSURANCE	1,681	397.10	-	800
05-421-61080	PERS (PENSION)	840	376.79	-	800
05-421-61090	OTHER FRINGE BENEFITS (State Unemployment)	10	2.74	-	6
05-421-61155	CAMERA OPERATION	180	174.62	-	360
TOTAL PERSONNEL EXPENSE		8,590	3,338.31	-	6,892
MATERIALS & SERVICES					
05-421-62010	OFFICE SUPPLIES	48	2.57	-	15
05-421-62050	TELEPHONE	-	5.23	-	-
05-421-62055	POSTAGE	78	33.00	-	66
05-421-62080	CONTRACT SVC - AUDIT	250	-	-	250
05-421-62093	CONTRACT SVV- INTERIM CITY ADMIN	2,867	1,127.59	-	2,867
05-421-62100	CONTRACT SVC - ATTORNEY	240	89.04	-	240
05-421-62110	CONTRACT SVC - MISC	76	27.76	-	60
TOTAL MATERIALS & SERVICES		3,559	1,285.19	-	3,498
TOTAL DEPT 21 -- ADMINISTRATION		12,149	4,623.50	-	10,390
TOTAL ES FUND - EXPENSES		222,860	58,916.73	120,663	131,306
TOTAL REVENUES - EMERGENCY SVC		7,799	7,799	10,799	899.60

STAFF REPORT

Date Prepared: January 17, 2012

For City Council Meeting on: January 23, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator *PK*

APPROVED BY: N/A

SUBJECT: Adopting Resolution 1231 creating an IGA for the Oregon Municipal Utilities Association and authorizing the Mayor to sign.

SYNOPSIS: All of the Oregon cities who operate municipal utilities are proposing to create an Oregon Municipal Electric Utilities Association (OMEU). These same cities have operated a voluntary association previously under a different format and that was last modified in 2001. Under the new approach, the OMEU would lobby for positions favorable to the cities as well as provide other services and support as needed. For years the cities operated under an agreement with League of Oregon cities. That agreement expired on January 1, 2012. This effort will create a new intergovernmental entity under ORS Chapter 190 and calls for the new organization to provide its own legislative representation. Once created, a Board will be elected and the new organization will create membership dues and an organizational budget.

This issue comes to City Council for formal action at this time.

CITY COUNCIL OPTIONS:

1. Approve the Resolution and agreement as proposed.
2. Do not approve the agreement.
3. Change the agreement as desired.
4. Take other action as may be desired by City Council.

RECOMMENDATION: That the City Council, by motion, adopt Resolution 1231 authorizing the creation of the Oregon Municipal Electric Utilities Association (OMEU) and authorizing the Mayor to sign the intergovernmental agreement (IGA).

Benefits to the City of this action: Cities operate in a highly regulated and very political environment and it is to the cities best interests to support and be a part of an organization that will focus on city needs and requirements. The ability to focus on the electric utility needs of cities is beneficial.

Legal Review and Opinion: N/A

Financial review and status: The financial impact of this new organization is unknown at this time. Once created, this organization will create a budget, dues and other financial elements that members will be expected to support.

BACKGROUND INFORMATION:

1. Given the nature of locally owned and operated electric utilities, such an organization is deemed to be very important for the City and to protect and look out for the best interests of the City.
2. A copy of the Resolution and agreement are attached for City Council information.

RESOLUTION NO. 1231

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF ASHLAND, CITY OF DRAIN, CITY OF FOREST GROVE, HERMISTON ENERGY SERVICES, CITY OF McMinnville ACTING BY AND THROUGH ITS WATER & LIGHT COMMISSION, CITY OF MILTON-FREEWATER, CITY OF MONMOUTH, AND THE SPRINGFIELD UTILITY BOARD TO CREATE A PUBLIC ENTITY KNOWN AS THE OREGON MUNICIPAL ELECTRIC UTILITIES (“OMEU”) ASSOCIATION.

WHEREAS, ORS 190.010 authorizes the Parties, which all operate municipal electric services within their jurisdictional boundaries, to create a public entity known as the Oregon Municipal Electric Utilities (“OMEU”) association.

WHEREAS, For many years all the Parties collectively participated as an association known as the Oregon Municipal Electric Utilities under a constitution agreement last amended on December 13, 2001. That association is exempt from taxation under IRC section 501(c)(6) and state law.

WHEREAS, That association entered annual memoranda of agreement with the League of Oregon Cities (“LOC”) to work together to further the goals and purposed of both organizations. The current memorandum agreement expires on January 1, 2012.

WHEREAS, The Parties now wish to enter into this Agreement to create a new intergovernmental entity under ORS Chapter 190, to be known as the Oregon Municipal Electric Utilities (“OMEU”) association, to succeed the prior association, to provide legislative representation previously provided by the LOC, and to provide other services stated in the Agreement.

THE COMMON COUNCIL FOR THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, RESOLVES AS FOLLOWS:

SECTION 1. Authorization to Sign Intergovernmental Agreement. The Cascade Locks Mayor is hereby authorized to sign the Intergovernmental Agreement with the above named agencies, attached to this Resolution as Exhibit A.

SECTION 2. Effective Date. This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

SECTION 3. Expiration. This resolution shall remain in effect until repealed by the City Council.

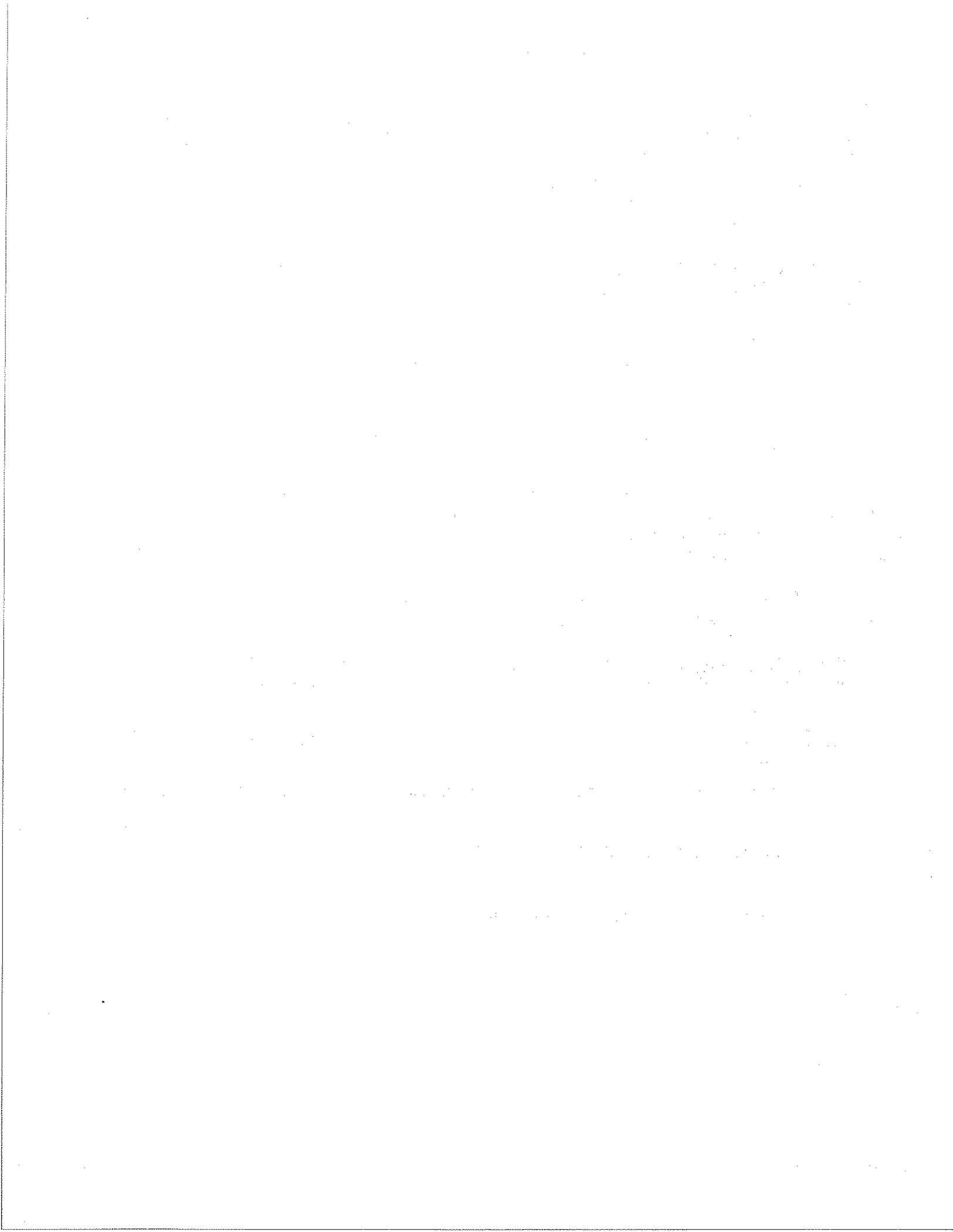
ADOPTED by the City Council this 23rd day of January, 2012.

APPROVED by the Mayor this 23rd day of January, 2012.

Mayor

ATTEST:

City Recorder



**INTERGOVERNMENTAL AGREEMENT
OREGON MUNICIPAL ELECTRIC UTILITIES ASSOCIATION**

This Intergovernmental Agreement ("Agreement") is between the City of Ashland, City of Bandon, Canby Utility Board, City of Cascade Locks, City of Drain, City of Forest Grove, Hermiston Energy Services, City of McMinnville acting by and through its Water & Light Commission, City of Milton-Freewater, City of Monmouth, and the Springfield Utility Board, all units of local government as defined in Oregon Revised Statutes Chapter 190.003, organized and operating under Oregon law ("Party" or "Parties").

FINDINGS

- A. ORS 190.010 authorizes the Parties, which all operate municipal electric services within their jurisdictional boundaries, to create a public entity known as the Oregon Municipal Electric Utilities ("OMEU") association.
- B. For many years all the Parties collectively participated as an association known as the Oregon Municipal Electric Utilities under a constitution agreement last amended on December 13, 2001. That association is exempt from taxation under IRC section 501(c)(6) and state law.
- C. That association entered annual memoranda of agreement with the League of Oregon Cities ("LOC") to work together to further the goals and purposes of both organizations. The current memorandum agreement expires on January 1, 2012.
- D. The Parties now wish to enter into this Agreement to create a new intergovernmental entity under ORS chapter 190, to be known as the Oregon Municipal Electric Utilities ("OMEU") association, to succeed the prior association, to provide legislative representation previously provided by the LOC, and to provide other services stated in this Agreement.

AGREEMENT

1. **Name**
The Oregon Municipal Electric Utilities ("OMEU") association is established by the Parties as an intergovernmental entity under ORS chapter 190.
2. **Purposes**
The OMEU is formed to:
- A. Secure cooperation among Oregon municipal electric utilities in resolving issues, threats, or problems facing Parties for the benefit of the Parties' customers;
 - B. Provide means for the Parties to exchange ideas and experiences, and obtain expert advice;
 - C. Collect, compile and distribute to publicly owned electric utilities information about administration and operation of such utilities;
 - D. Formulate and promote legislation that is beneficial to municipal electric utility customers, and oppose legislation detrimental to such customers;

- E. Appoint or employ a legislative representative, executive director or staff for these purposes;
- F. Promote harmony of action among municipally owned electric utilities in matters that affect the rights and liabilities of such utilities;
- G. Institute litigation or appear as a friend of the court in the name of OMEU for any matter relating to the rights and liabilities of municipal electric utilities, and retain counsel for these purposes; and
- H. Do any and all of the things necessary or convenient for the benefit of the Parties' customers.

3. Parties

- A. Any Oregon city or subdivision of a city that generates or distributes electrical energy is eligible to become a Party to this Agreement.
- B. Non-voting associate member status may be granted to distributors, vendors, trade organizations, professional firms, people's utilities districts, cooperatives, or any other entity authorized by the OMEU Board of Directors ("Board").
- C. Any Oregon city or subdivision of a city that generates or distributes electrical energy may become a party by adopting an ordinance or resolution approving this Agreement, and paying the pro rata membership fees for the current fiscal year in advance.
- D. Any Party may withdraw from this Agreement by adopting a withdrawal ordinance or resolution, providing not less than 60 days written notice to all other Parties and paying all pro rata fees, charges and dues for the period up to the date of withdrawal.
- E. A Party that fails to pay all fees, charges and dues prior to the first day of March of each year may be deemed withdrawn from this Agreement by Board action.

4 Finances

- A. The Board will approve the annual membership and associate membership fees and dues at the annual meeting. The amounts set will be sufficient to finance the anticipated expenses of the organization for the next budget year. Membership fees and dues will be apportioned among the member utilities in accordance with a distribution formula established by the Board.
- B. The Board is authorized to approve additional charges to Parties for special services and the maintenance of the legislative representative, executive director, staff or contractors providing administrative support services.
- C. Expenditures within the approved OMEU budget may be authorized by the executive director or the executive committee. No expenditure will be made if it is not included in the approved annual budget unless authorized by a vote of the Board.
- D. Revenue collected or credited to OMEU may not accrue to the benefit of any private person, firm or corporation and may only accrue to the Parties.
- E. All funds, revenues and expenditures of OMEU must be annually audited.
- F. OMEU's fiscal year is January 1 to December 31.

5. OMEU Board

- A. Each Party will designate one representative to the Board. Each Party will also name an alternate representative to serve in the absence of the primary representative. Board representatives may be either a governing body member or executive official of a Party. Representatives will serve terms determined by the appointing Party.
- B. The OMEU annual meeting will be held each year at a time and location determined by the Board. The annual budget will be approved and officers elected at each annual meeting.
- C. Special meetings of the OMEU may be called by the president or a majority of the Board members at any time by giving each party at least 10 days notice of the date, time and location of the meeting. Emergency meetings may be called and notice given as allowed under Oregon law.
- D. The Board may adopt bylaws for the conduct of meetings, and the current edition of Roberts Rules of Order will apply in the absence of an applicable bylaw, or Oregon law to the contrary.
- E. Parties may be represented by any number of delegates at any meeting, but will have only one vote by the Party's designated representative to the Board.
- F. A quorum for Board meetings is representatives of half of the Parties plus one. All Board actions must be approved by a majority vote of representatives present unless a greater majority is required by law at Board meetings held in compliance with the Oregon Public Meetings Law.
- G. The Board may employ a legislative representative, executive director, and staff who will serve at the pleasure of the Board. The executive committee shall supervise the executive director and may delegate duties and responsibilities to the executive director as necessary for the benefit of OMEU Parties.

6. Officers

- A. OMEU officers are President, Vice President and Secretary/Treasurer. OMEU officers collectively serve as the OMEU executive committee. All officers must be members of the Board and elected by the Board.
- B. All officers are elected at the OMEU annual meeting for a one year term and hold office until their successor is elected and qualified.
- C. When any officer position becomes vacant, it will be filled by the Board.
- D. The officers serve as the OMEU executive committee and perform duties authorized by the Board. The executive director is a non-voting member of the executive committee.

7. Remedies

If there is a legal action to enforce this agreement, each Party is responsible for its own costs and fees, including attorney fees. No Party is entitled to recover attorney fees from another Party, including any fees and costs incurred in an appeal.

8. Liability

The intergovernmental entity created by this Agreement is solely responsible for its debts, liabilities and obligations. The debts, liabilities and obligations of the

intergovernmental entity are not the joint or several debts, liabilities and obligations of the Parties. Each party is solely responsible for claims of its employees for damages or injuries in connection with their employment or arising under workers' compensation law.

9. Amendments

This Agreement may be amended at any time upon the written agreement of at least two-thirds of the Parties.

10. Severability

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter that results in the invalidity of any part of this Agreement does not affect the remainder of the Agreement.

11. Interpretation

The terms and conditions of this Agreement will be liberally construed under Oregon law in accordance with the general purposes of the Agreement.

12. Term and Dissolution

This Agreement takes effect and the OMEU is created upon the adoption by the governing bodies of the Parties by ordinances or resolutions ratifying the creation of this intergovernmental entity, and the execution by the authorized officials of each Party. This Agreement may be terminated and OMEU dissolved at any time by a two-thirds vote of the Parties. Upon dissolution any assets or indebtedness of OMEU will be distributed or assumed equally by the Parties.

13. Transition

The association known as the Oregon Municipal Electric Utilities association that exists under a constitution agreement last amended on December 13, 2001 is dissolved as of the effective date of the intergovernmental entity created by this Agreement. All assets, rights, liabilities and duties of the predecessor association are transferred to the intergovernmental entity as of the date of its creation. All members of that previous association are Parties to this Agreement and by their approval of this Agreement consent to such dissolution and transfers. The executive director will take the steps necessary to continue tax exempt status under IRC section 501(c)(6) and state law.

14. Counterparts

This Agreement may be executed in one or more counterparts, each is deemed an original, and they are all the same Agreement.

APPROVED AND SIGNED by the appropriate officers authorized to execute this Agreement on behalf of the governing body of each Party:

CITY OF ASHLAND:

Dated: _____

Mayor

City Attorney
APPROVED AS TO FORM

CITY OF BANDON:

Dated: _____

Mayor

City Attorney
APPROVED AS TO FORM

CANBY UTILITY BOARD

Dated: _____

General Manager

Board Attorney
APPROVED AS TO FORM

CITY OF CASCADE LOCKS:

Dated: _____

Mayor

City Attorney
APPROVED AS TO FORM

CITY OF DRAIN:

Dated: _____

Mayor

City Attorney
APPROVED AS TO FORM

CITY OF FOREST GROVE:

Dated: _____

City Manager

City Attorney
APPROVED AS TO FORM

HERMISTON ENERGY SERVICES:

Dated: _____

Mayor

General Counsel
APPROVED AS TO FORM

CITY OF MCMINNVILLE, acting
by and through its WATER &
LIGHT COMMISSION:

Dated: _____

Mayor

General Counsel
APPROVED AS TO FORM

Attest:

By: _____

Clerk of the Commission

CITY OF MILTON-FREEWATER:

Dated: _____

City Manager

City Attorney
APPROVED AS TO FORM

CITY OF MONMOUTH:

Dated: _____

Mayor

City Attorney
APPROVED AS TO FORM

SPRINGFIELD UTILITY BOARD:

Dated: _____

General Manager

General Counsel
APPROVED AS TO FORM

STAFF REPORT

Date Prepared: January 11, 2012

For City Council Meeting on: January 23, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator **PK**

APPROVED BY: N/A

SUBJECT: Approval of WEB hosting contract

SYNOPSIS: In May of 2011, the Tourism Committee recommended the City enter into a contract with Blue Sky for the development and display of a web site promoting the community and events. Blue Sky completed the project but was eventually purchased by Kinetic Media, Inc. The cost to develop and post the web site was \$900 and that amount was paid and the work eventually completed by Blue Sky. The previous contract was signed by administration and a representative of Blue Sky.

Now comes along Kinetic Media Inc., who purchased Blue Sky and who has committed to managing the completed web site. The Tourism Committee is recommending approval of the contract so the city web site can become operational. The cost for this is an initial \$60 fee then \$20 per month.

This issue comes to City Council for formal action at this time as a recommendation from the Tourism Committee.

CITY COUNCIL OPTIONS: The City Council has the following options.

1. Approve the contract as proposed.
2. Disapprove the contract.
3. Postpone the action on the contract.
4. Take other action as desired by City Council.

RECOMMENDATION: That City Council, by motion, adopt the recommendation of the Tourism Committee and approve a contract with Kinetic Media, Inc. for a web site to promote the community and its activities and authorize the Mayor to sign.

Legal Review and Opinion: N/A

Financial review and status: The approved tourism budget for 2011-12 includes funds to cover this cost. The site was developed for \$900 and an ongoing service fee of \$20 per month is required along with the agreement. There is also an initial fee of \$60 required upon approval. The ongoing monthly cost is \$20 after the initiating payment of \$60, which covers three months of service.

BACKGROUND INFORMATION:

1. A copy of the proposed contract is attached for City Council information.

WEB HOSTING AGREEMENT

Kinetic Media, Inc., an Oregon corporation located at 3800 SW Cedar Hills Drive, Beaverton, Oregon 97005 ("KMI") and the **Customer** listed below desire to enter into an arrangement wherein KMI performs certain Web Hosting services for Customer, and this Agreement sets forth the terms, conditions and understandings of the Parties.

Customer will provide KMI with material and data in "server-ready condition" so that KMI will not be required to perform any additional work or manipulation in order for the Web Site to perform as intended.

The Customer warrants that it owns the content of its Website and that it does not violate applicable copyright or trademark laws.

The Customer is responsible for and provides all telephone, computer hardware and software equipment and services necessary to access KMI.

The Customer will abide by "internet etiquette" inasmuch as no obscene content will be displayed and the Website will not be used to promulgate junkmail.

The Customer expressly agrees that use of the KMI service is at the Customer's sole risk and that KMI does not warrant that service will not be interrupted or error free. KMI shall not be liable for any direct, indirect, incidental or consequential damages that result from the use of or inability to use the KMI service, whether due to mistakes, omissions, failure of performance, communication failure or negligence.

The Customer certifies that he or she has the authority to enter into this Agreement. Either Party may terminate this Agreement, without cause, by giving the other party 30-days written notice. This Agreement may only be revised or amended by written agreement of the Parties, and this is the complete agreement of the parties. This Agreement shall be construed and enforced under the laws of the State of Oregon.

COMPENSATION: Customer agrees to pay \$20.00 per month for this service. To activate this Agreement, payment for the first quarter, 2012 (three months) of \$60.00 is enclosed.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

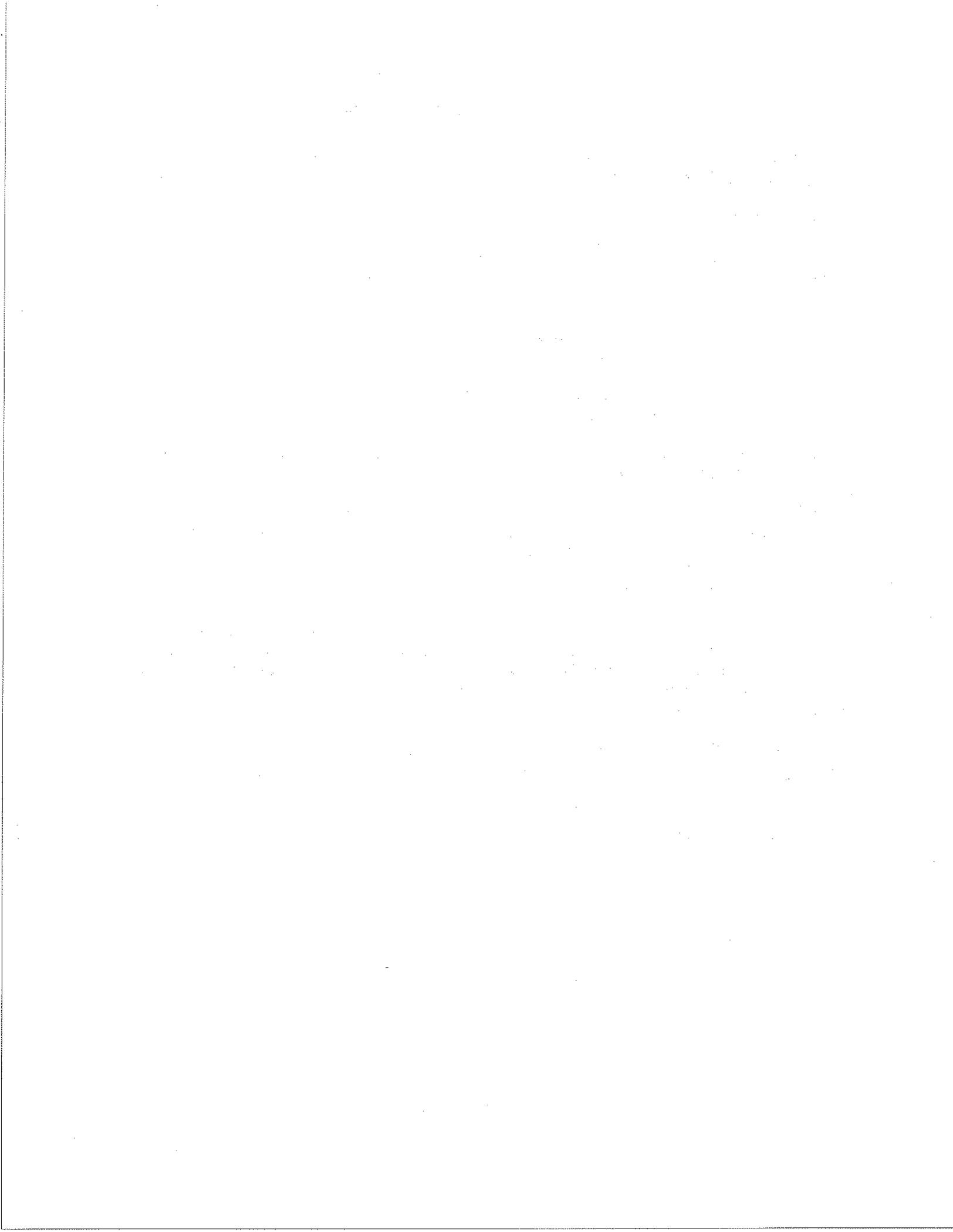
Kinetic Media, Inc.

By: _____

By: _____

Date ____/____/____

Date ____/____/____



STAFF REPORT

Date Prepared: January 17, 2012

For City Council Meeting on: January 23, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator *PK*

APPROVED BY: N/A

SUBJECT: Adopting the process for the recruitment, selection and hiring of a permanent City Administrator

SYNOPSIS: At the January 9, 2012 City Council meeting, City Council reviewed the proposed process and steps to be implemented to recruit, select and hire a permanent City Administrator. City Council agreed with the approach and the concept of developing the position outline and requirements at the January 23 meeting.

This issue comes to City Council at this time for formal adoption of the process to select a new permanent City Administrator.

CITY COUNCIL OPTIONS: The City Council has the following options at this time.

- a. Take no action.
- b. Review, discuss and provide direction for this effort.
- c. Establish other direction that may be desired by City Council.
- d. Adopt the recommendation as proposed.

RECOMMENDATION: That City Council, by motion, adopt the proposed steps in the process to recruit, select and hire a permanent City Administrator.

Legal Review and Opinion: None.

Financial review and status: None at this time. Ultimately the City may face the costs for bringing candidates to Cascade Locks, may want to send a delegation to other communities to check out possible candidates. Other additional costs might also come up. These costs can be estimated and included in the final process as approved by City Council.

BACKGROUND INFORMATION:

1. An outline of the process is attached for City Council information.
2. Some communities create citizen committees to help in the process or add citizens to the process as it is managed by City Council.
3. There are other resources who can help the City Council go through this process. The costs will range from \$5,000 to \$12,000. LOC would charge the City about \$6,000 plus advertising.
4. There are no guarantees you will get viable candidates. There have been communities who have expended much time to find a viable candidate impossible.
5. Under City Managers Report during the January 23 City Council meeting, Council will use the format previously sent out to help in determining such issues as type of person, years of experience, type of experience and other critical factors. A copy of the Work Sheet is attached.

PROPOSED STEPS AND TIME LINE FOR RECRUITMENT AND SELECTION OF PERMANENT CA

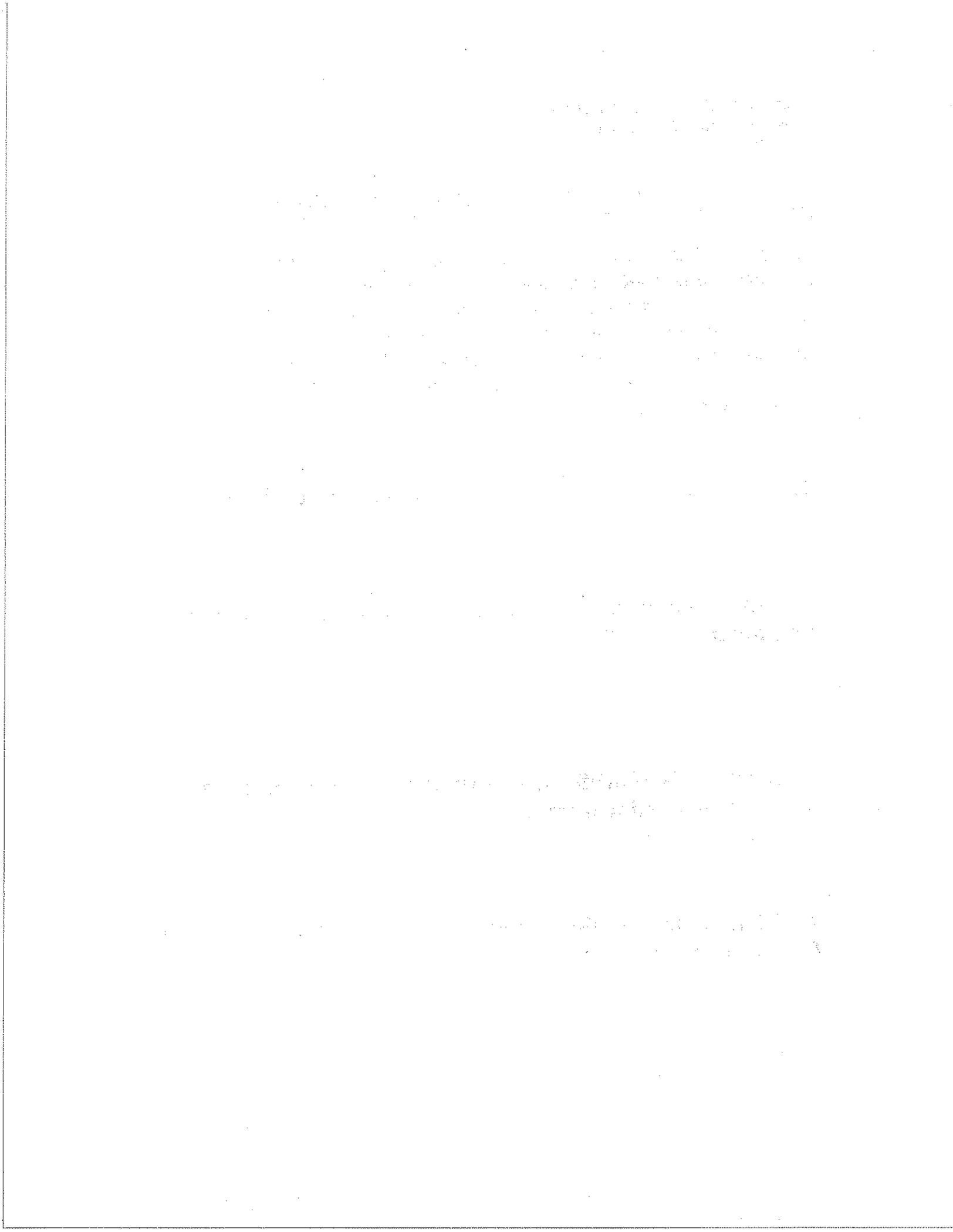
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|--------------------|----------------------|---|
| Step One: | January 2012 | City Council develops position description, skills wanted, experiences, requirements and other important factors for new CA.
The “what kind of person do we want”. |
| Step Two: | February 2012 | Begin recruitment, advertising and getting the word out. |
| Step Three: | March 2012 | Organize the technical panel citizen panel and processes for broad involvement in the selection process.

(Technical panel made up of Other city managers who agree To help. Citizen panel is 20 local Citizens who design community events to get the broadest possible comments. Coffees, pot lucks etc)

Create a role and function for City Staff, Boards and Comm. |
| Step Four: | May 2012 | Deadline for applications. |

Step Five:	May 2012	Screen applicants to 5-7 Do background checks
Step Six:	June 2012	Hold interviews in town Community events and meetings with others. (Groups organized in Step Three above.
Step Seven:	June 2012	Send delegation to finalists Communities.
Step Eight:	June 2012	Make offer and hire
Step Nine:	August 1, 2012	New CA begins. Transition period until August 30.

NOTE: This process is subject to great flexibility and may be changed based on other factors and schedules.



STAFF REPORT

Date Prepared: January 17, 2012

For City Council Meeting on: January 23, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator



APPROVED BY: N/A

SUBJECT: Creating a City Council Economic Development Sub-Committee

SYNOPSIS: Creation of a City Council sub-committee on Economic development has been discussed on several occasions over the past few months. Now we find that the Nestle proposal for a bottling plant in Cascade Locks and other economic development efforts are in need of high level City council attention and participation. The city now is facing a need to get more active and organized with regard to the Nestle opportunity, the downtown revitalization effort is beginning and there will be a very important City/Port joint meeting on February 2 to further expand economic development and job creation in the community.

This issue comes before City Council at this time for discussion and action.

CITY COUNCIL OPTIONS: The City Council has the following options at this time.

- a. Take no action.
- b. Postpone action to a future date.
- c. Take other action desired by City Council.
- d. Change direction and do not appoint the sub-committee.

RECOMMENDATION: That City Council, by motion, approve creation of a City Council Sub-Committee on economic development and task them with working with the Port of Cascade Locks, the community and others on the Nestle opportunity, additional economic development opportunities, assist in the downtown revitalization efforts and other efforts and strategies that lead to the creation of local jobs and economic development. (The Mayor will come forward with recommended appointments to this City Council Sub-Committee at the next Council meeting.)

Legal Review and Opinion: None.

Financial review and status: There is no cost to the City at this time other than staff time and some limited supplies.

BACKGROUND INFORMATION:

1. A sample job description for this Sub-Committee is attached for City Council consideration and approval.
2. The Nestle bottling plant opportunity is quickly coming to a point where the City needs to begin developing a package and begin negotiating an arrangement that will lead to the development of the 50 jobs locally.
3. On February 2, 2012, both the Port Commission and City Council will meet in joint session to discuss economic development and job creation in Cascade Locks.
4. It is very important for the City Council to begin to be more active and involved in the economic development of the community.

City of Cascade Locks, Oregon
Job Description
City Council Sub-Committee
January 2012

PROPOSED: JOB DESCRIPTION

CITY COUNCIL SUB-COMMITTEE ECONOMIC DEVELOPMENT

Purpose: This City Council sub-committee is created to provide City Council assistance and guidance for the economic development, job creation and enhanced value of the community. This Council Sub-Committee is tasked with the responsibility to work with the Port, local citizens, the Downtown Revitalization Steering Committee and others to significantly enhance the economy of the local community.

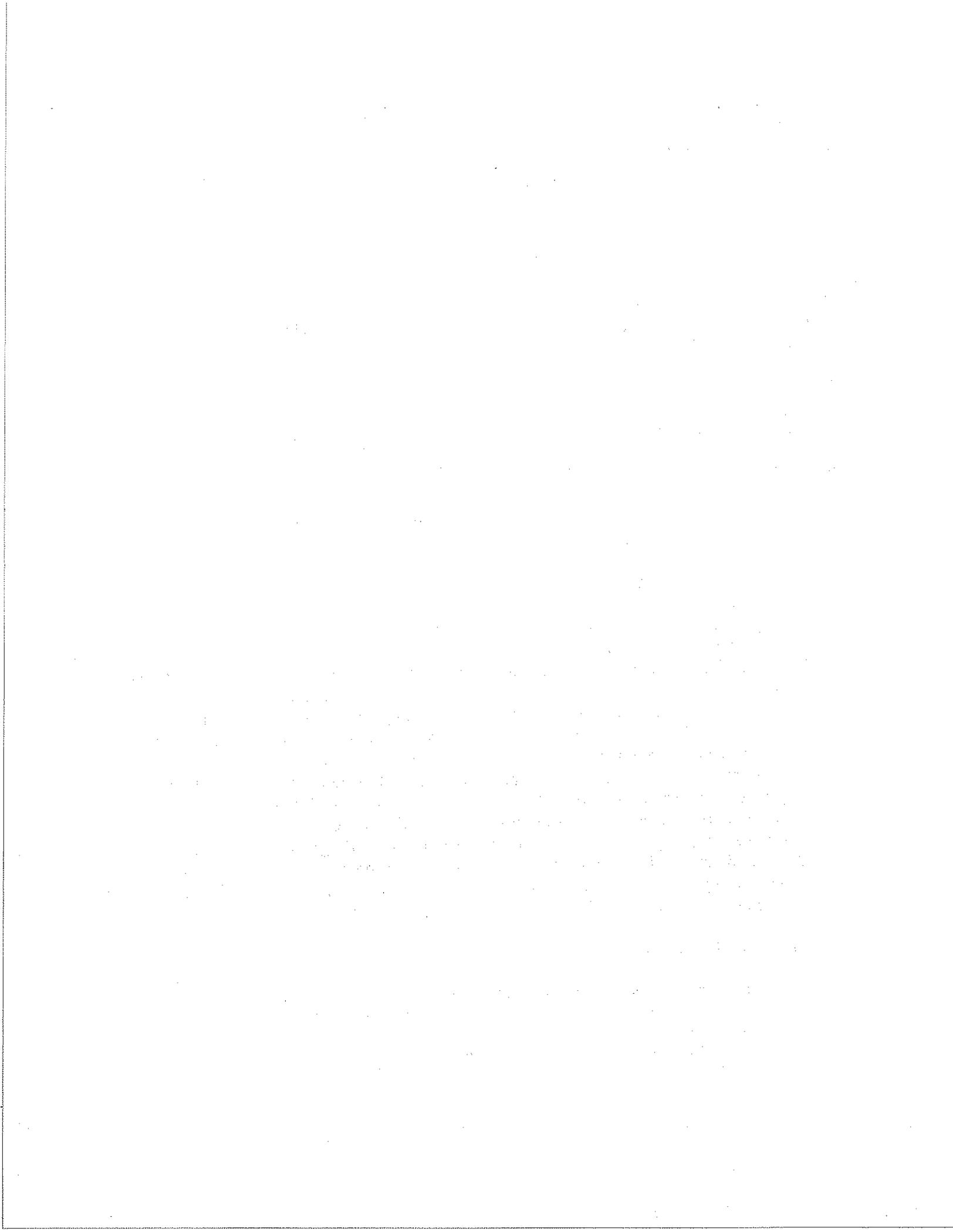
Membership: This City Council Sub-Committee shall be made up of three members of the City Council. Appointments will be made by motion by the City Council. Attendance by two members of the Sub-Committee will provide that business and decisions can be made.

General Description of Duties: This City Council Sub-Committee shall carry out the following duties.

1. Assist, facilitate and provide leadership for strengthening the economy of the community.
2. Represent the views of the City Council on any matter dealing with economic development, creating local jobs and adding value locally.
3. Work with staff and or consultants to develop proposed policy, programs and procedures that will ensure the long term economic survival of the community.
4. Assist staff in the development of the proposed budget for economic development.
5. Meet regularly with staff and carry recommendations to the full City Council on matters dealing with economic development, job creation and long term community survival.
6. Serve as the City Council liaison with community efforts to enhance the local economy.
7. Communicate issues and concerns from the community to the full City Council.
8. Other matters and assignments as may be requested by the City Council.
9. Keep the full City Council informed of the activities and progress of the Sub-Committee.
10. Work directly with the Port, its staff, consultants and community members to facilitate the implementation of the Nestle proposal and it's opportunity for the community.
11. Work with, assist and facilitate the revitalization of the downtown core area.

How success will be measured:

1. The Nestle project will be approved and built creating new jobs in the community.
2. A downtown revitalization effort will be started leading to more successful local businesses.
3. There will be more jobs for local citizens.
4. Added value and utility customers will have been added.



STAFF REPORT

Date Prepared: January 11, 2012

For City Council Meeting on: January 23, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator

APPROVED BY: N/A

SUBJECT: Review of proposed ordinance dealing with the water system

SYNOPSIS: In April of 2008 the city water ordinance (Ordinance. No. 255) was inadvertently rescinded by City Council action. During the process of setting priorities, beginning in September of 2011, it was identified that the water ordinance needed to be reinstated. Staff has taken the original ordinance, the one that was eliminated, and reviewed it. Some slight modifications were made and this upgraded Ordinance comes to City Council for review at this time.

This item is for discussion and review only at this time.

CITY COUNCIL OPTIONS: Council is asked to review the proposed ordinance at this time.

RECOMMENDATION: That City Council review and discuss the proposed ordinance on the water system along with suggested changes. No action is sought at this time.

Legal Review and Opinion: None at this time.

Financial review and status: There are no financial implications of this proposed action.

BACKGROUND INFORMATION:

1. A copy of the proposed ordinance is attached for City Council information.



ORDINANCE NO. 414

AN ORDINANCE REGULATING THE EXTENSION OF THE CITY'S WATER UTILITY SYSTEM AND PROVISION OF SERVICE TO ITS CUSTOMERS

The City of Cascade Locks, Hood River County, Oregon, ordains as follows:

ARTICLE 1. DEFINITIONS

- 1) Applicant or Developer. Any person, firm, partnership, association, organization, corporation, trust, estate, receiver, syndicate, government or group acting as a unit either by themselves, jointly, or through a servant, agent or employee that has ownership or legal authority to enter into a water service agreement with the City and will be held accountable for payment of all costs incurred to the City.
- 2) City. The City Administrator of the City of Cascade Locks or his designee.
- 3) Premises/Parcel. Any legal sub-division of land with or without a building structure that may be utilized for residential, commercial or government purposes.

ARTICLE 2. SERVICE AND OPERATION

Section 2.010. Rates

- 1) Rates for the use or consumption of water or the provision of any service related thereto shall be revised from time to time by a separate resolution of the City Council.
- 2) Fire Protection Service Lines.
 - a) Services for fire protection must be fitted with such fixtures only as are needed for fire protection and entirely disconnected from those used for other purposes.
 - b) It shall be unlawful to use any fire line for any other purpose than fire protection. Any unlawful use of a fire line shall subject the violator to the penalties prescribed in the Article 5 of this ordinance.
- 3) Special Construction. Whenever water is requested by an applicant for construction purposes the City may supply said water through a fire hydrant chosen by the City, measuring the amount used by the installation of a temporary hydrant meter. There shall be a refundable deposit in the amount of \$700.00 to insure the value of said meter and an installation charge of \$30.00 which is nonrefundable. The metered rate shall be billed at the same rate charge per gallon as other non-temporary meters in the City water system. If in place for over 30 days monthly base fees shall also apply.
- 4) Inspection of Premises. The City shall have free access at all reasonable times to all parts of building or premises supplied by water from the City's source and distribution system, for the purpose of ascertaining the quantity of water used, shutting off or turning on the water through the service connection, checking for cross connections, checking compliance with codes and for any other reasonable cause and it shall be unlawful for any person to hinder, obstruct, or unnecessarily delay such actions.
- 5) Emergency Powers. Upon the declaration by the Cascade Locks City Council that a water emergency situation exists, the City Administrator shall have the authority to take such steps as deemed necessary to preserve and protect the City water supply and system facilities.

These special powers to protect the City water supply shall be resolved upon the passing of the crisis.

ARTICLE 3. NEW CUSTOMER SERVICE

The procedures and policies of this article shall be adhered to in all cases except when application of the rule would work a severe and unfair burden on a particular applicant that can be clearly demonstrated is peculiar to his particular situation. Such cases may be granted modification or waiver of a particular policy upon specific written approval of the City Administrator. The City is not obligated herein to undertake any project, or meet any time deadline or in any way obligate itself to providing service for any reason.

Section 3.010. Installation Location and Timing.

1) Location and Premises.

- a) All extension shall be within the Urban Growth Boundary as designated in the City's comprehensive plan.
- b) An Applicant for new service shall own, or legally represent the controlling party of the land to which the City water service is being supplied

2) Water Supply Installation and Location.

- a) The City at its own discretion shall determine a cost estimate for the applicant including who shall be responsible for installation of all mains and appurtenances. Generally, the City shall be the installer of any Water Main or Service within the Street Right-of-Way(R/W) or legal City easement, except in those instances where the necessary development of the water system is an extension of the existing City water system for all land being served is under the ownership and/or control of the applicant. (i.e., new subdivision).
- b) Physical location of mains and all other appurtenances shall be the decision of the City.

3) Service Lines Installation.

Generally service lines will be installed at the same time as the main. The City has the right to recover all costs in service installation at the time of setting the meter. Prior to setting the water meter System Development Charges (SDC fees), meter hook-up fees and any other assessed fees shall be collected by the City from the Applicant.

Section 3.020. General Policies for Charges and Fees.

1) Main Charge and Connection Fee.

- a) Both these cost items are generally applicable to obtaining water service, but are determined separately and independent of one another. The main charge is based on the City's average construction cost of the specified size of water main including all valves, fittings, excavation, backfill, paving, surfacing, equipment hours, fire hydrants, engineering, inspection, man hours and other related expense. The connection fee is based on the City's actual cost of installing a service line and meter from the main to the meter location or edge of R/W.
- b) When a main suitable for serving the applicant's premises is in place at the time of request for service, then the main charge shall be computed by multiplying the footage of the parcel to be served where bypassed by the main by a factor of 50% the current

average per foot construction cost of that size main. Tax lot divisions will be determinate as to the footage involved in computing main charges. Both the main charge and the connection fees shall be payable at the time application for service is made. When a main must be extended to serve the applicant's premises, the main charge shall be computed by multiplying the "front" footage of all parcels of land benefited by the main (not only the land served) by a factor of 50% the current averaged per foot construction cost to allow for equal charges to be derived from both sides of the R/W. This factor shall not preclude the City from entering into a reimbursement agreement with the Applicant as outlined below. Both the main charge and connection fee shall be payable at the time application for service is made.

- i) When such footage amounts to less than 50 feet, the main charge for that service will be computed as if there were 50 feet of frontage.
 - ii) When property has mains bypassing two or more sides the main charge shall be based on an average of the lot frontage so served.
 - iii) When a main serves property, but does not completely bypass the parcel, if in the judgment of the City it is a reasonable expectation that the City will at some time be required to extend the main further, then the main charges for service to that property shall be assessable on the total linear footage, as if the main bypassed the entire parcel.
 - iv) When a main serves property, but does not completely bypass the parcel's frontage and it is the City's determination there is no reasonable expectation that the City will be required to extend the main further, then the main charge shall be based on the actual frontal footage of main installed (regardless of size) but in no case shall be less than a 50 foot assessment.
- 2) Conversion from Private Source to Standard Main. Customers converting over from a private line to a standard main shall pay regular main charges and connection fees when the main has been extended at their request; in other instances where an existing main is located within the City R/W or easement, and abuts the desired service location; no main charges will be assessed. This privilege for changing over from a private source to City service with no main assessment applies only to abutting parcels which exist at the time the main is extended. SDC charges, service installation fees and meter fees shall still apply. Any additional new connections or service installations, upon the same parcel of land, will be assessed regular charges and fees.
- 3) Reimbursement Contract. If the developer undertakes all costs associated with the extension of the City Main upon themselves, having the work done by a licensed, bonded Contractor, based upon design by a Professional Engineer per City specifications. The City may enter in to a Cost Recovery Agreement with a Developer.
- Such Agreement shall be based upon the following guidelines:
- a) Local Facility Charges (LFC) paid by the Owners of the Benefited Property are the sole source for any reimbursements.
 - b) Set-Up Costs- The costs and charges incurred by the City to prepare and set up this agreement, including, but not limited to, legal, engineering and administrative costs and charges, are charged on a percentage basis and shall equal fifteen percent of the total LFC's eligible for reimbursement to Developer.

- c) Certification of Costs- Developer warrants, documents and represents that the Reimbursable Costs have been actually incurred, are accurate, reasonable and competitive, and are the true, actual and total costs incurred by Developer in installing the new facilities.
- d) Reimbursement- The City shall, during a term of not to exceed 10 years, reimburse Developer eighty-five percent (85%) of LFC's actually received by the City from owners of the Benefited Property that connect to the Facilities, subject to the following terms: (i) the total amount reimbursed hereunder shall not exceed the reimbursable costs; (ii) reimbursements shall not be payable from general facilities connection charges, utility local improvement assessments or by any other revenues or receipts of the City; and (iii) if owners of the Benefited Property execute an agreement with the City allowing them to pay their connection charges in installments, the reimbursements shall be calculated based solely upon the principal amounts paid under the installment arrangements.
- 4) City Contract Option. The City may at its discretion contract for any water main or service installation to be done. In this instance normal charges and fees would apply. Any additional charges related to contracting the work in order to meet a specific timeframe or engineering design shall be borne by the applicant.
 - 5) Main Charge Assessed Once. Any property having paid a main charge after the date of this ordinance shall not be so assessed again at a later date. In instances such as a new subdivision where the City would generally have had no financial involvement in maintaining the services therein; the City would make no main charge, and the cost for all services upon the development would be paid upfront to the city by the developer. Any recovery of the development cost would be the responsibility of the developer and reflected in the purchase price of a lot.
 - 6) Dollar Assessment by Resolution. Actual dollar amounts for main charges and connection fees shall be set from time to time by resolution. A yearly review is required each January.
 - 7) Other Financing Allowed. There is no intent by these regulations to preclude the L.I.D. (Local Improvement District) option or any private arrangement made between individuals.

Section 3.030. Other Charge Considerations

- 1) Systems Development Charge. A System Development Charge may be imposed upon all new connections as per Resolution by the Cascade Locks City Council.
- 2) Paved Surfaces. An applicant requesting any main or service line extension or installation which involves cutting, excavating, boring or replacement of any paved surface shall be charged the actual cost of such work in addition to other applicable charges and fees.
- 3) Special Situations. Financing extensions of mains which cross through or by land which has no reasonable expectation of being served by the extension or which is already served off another main or private lines, and installation of any additional facilities needed to develop particular areas of land are the responsibility of the developer. The developer may request in writing that the City participate in the financing of those portions of such projects through waiver of certain main charges or other appropriate methods. The City Council shall review any such requests in light of the availability of funds, the size of the project, overall system needs, and the extent of benefit to surrounding property policies as set forth in this ordinance and other pertinent factors. The Council may grant the request as presented or for any lesser amount of assistance, but in no way shall be obligated to honor any such request.

Whether or not any City funds are involved in the initial financing of any project, the City Council may, where appropriate, establish geographic areas of benefit and impose a utility service charge to be collected at the time of connection to the water system which would be over and above the normal main charge a connection fee as set herein. Such charges would serve to offset the initial cost making water available to certain areas of the City, and would be used under a reimbursement contract to repay proportionally the Developer and/or City.

Section 3.040 Application for Service

1) Required Information and Format.

- a) Each applicant for water service shall sign an application form provided by the water department giving them the following information.
 - i) Date of application
 - ii) Location of premises to be served
 - iii) Date service is to begin
 - iv) Purpose for which services is to be used
 - v) Address to which billing are to be mailed
 - vi) Class and size of the meter service, where applicable
 - vii) Such other information at the water department may reasonable require.
- b) The application shall contain a statement that all charges are assessable as liens against the premises for which said service is installed, and all accounts for such service and use of water shall be kept only in the name of the owner of the premises for which such service is installed. Upon such charges become delinquent and unpaid for a period of 30 days, the city may, at its discretion, cause the water to be shut off from such premises until such charges are paid. Statements of such charges may be mailed to any agent of the owner, including the occupant of the premises upon the written request of the owner, but any such mailing of the statement of the charges of the service and use of water to anyone other than the owner shall not release the property or premises for which such service is installed from any liability of such charges.
- c) The application shall also contain a signature line for the owner of the property if different from the applicant.

- 2) **Contractual Obligations.** The application provided for in item (1) above shall contain a contract on the part of the person making the application, to pay for the water applied for at the rate and in the manner specified in such contract. It shall reserve to the city the right to charge and collect the rates and enforce the penalties provided for in this ordinance, in the manner herein provided. The application shall also reserve to the City the right to change the rates at any time by resolution, to temporarily discontinue the serve with notice to the customer, and shall specify that said contract is subject to all the provisions of any ordinance or resolution of the city relation to this subject, and shall further provide that the city shall not be held responsible for any damage for water or other cause resulting from defective plumbing or appliance on the premises supplied with water, by the owner or occupant of said premises, and that the fact that the agents of the City have inspected the plumbing and appliances hall not be pleaded as a basis of recovery in case of damage to the premises, and

shall provide that in case the supply of water shall be interrupted or fail for reason of accident or any other cause whatsoever, the city shall not be liable for damages for such interruption or failure, nor shall failures for interruption for any reasonable period of time be held or constitute a breach of contract on the part of the City or in any way relieve the customer from performing the obligations of this contract. All contracts shall take effect from the day they are signed and rates shall be charged from the day premises are connected with the City's water supply and turned on to such time as the city is notified that service is no longer desired and the water turned off.

ARTICLE 4. CONSTRUCTION AND CONTROL STANDARDS

Section 4.010 General Liability.

The City shall be responsible for the repair and maintenance of the water distribution system. Property owners shall be responsible for all installation, maintenance and repair of any system facilities between the meters or turn off valve and points of delivery.

Section 4.020 Service Line Regulations.

1) Technical Conformity.

- a) Water will not be furnished where there are defective or leaking faucets, closets, or other fixtures, or where there are water closets or urinals without self-closing valves, or tanks without self-acting float valves, and when such are discovered the supply may be withdrawn.
- b) The meter, meter box and meter stop will be furnished by the City and remain the property of the City, and it shall be unlawful for any person to interfere therewith.
- c) A separate shutoff shall be installed upon the property for use by the owner. Use of the City meter stop by the owner or any agent of the owner for water turn off is prohibited. The meter stop shall be used only by City personnel. Emergency response to turn off the water at the meter stop shall be provided by the City as customer service at no charge. Property damage that may occur as the result of failure by the owner to have an operational private water shutoff shall in no way obligate the City. Use of the meter stop by the owner for an emergency turn off shall be evaluated on a case by case basis. Any damages to the City Meter stop, meter or box shall be billed to the owner. Any tampering by the owner or their designee with a service that is turned off by the City shall be considered theft of City Services and may be subject to an additional \$500 fine above cost of repairs.
- d) The minimum depth recommended by the City for service lines is 24 inches below the surface.
- e) All persons connecting to the City services shall be required to use only pipe which meets all applicable standards of the Uniform Plumbing Code.

2) Service Line Location.

- a) Service lines shall generally extend at right angles from the main to a point adjacent to and within the Street Right of Way or Public Utility Easement.
- b) A service line crossing private property other than that being served shall not be allowed unless a Public Utility Easement is granted and prior approval of the City is obtained.

- c) A valve or meter shall not be installed in a driveway area, nor shall a driveway be constructed over an existing valve or meter.
- d) It is illegal to place any fence, object, vehicle, structure, building or animal as to interfere with City access to the water meter. Violators may be subject to disconnection of service at the water main, all costs associated with this process, including any legal fees.
- 3) Storage adjacent to Valve or Meter.
It shall be unlawful for any person to store, maintain, or keep any goods, merchandise, material, or refuse within a distance of six feet from any water valve or meter.
- 4) Individual Service.
The water meters and services shall be so arranged that the supply to each separate house or premises shall be individually divided.

ARTICLE 5. ENFORCEMENT AND ADOPTION.

Penalties. Any person who shall be found guilty of a violation of any of the provisions of this ordinance, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a term not exceeding thirty (30) days, or by both such fine and imprisonment.

Separability. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance be declared invalid, such declaration shall not affect the validity of any other section, subsection, paragraph, sentence, clause or phrase; and if this ordinance, or any portion thereof, should be held to be invalid on one ground but valid on another, it shall be construed that the valid ground is the one upon which said ordinance, or such portion thereof, was enacted.

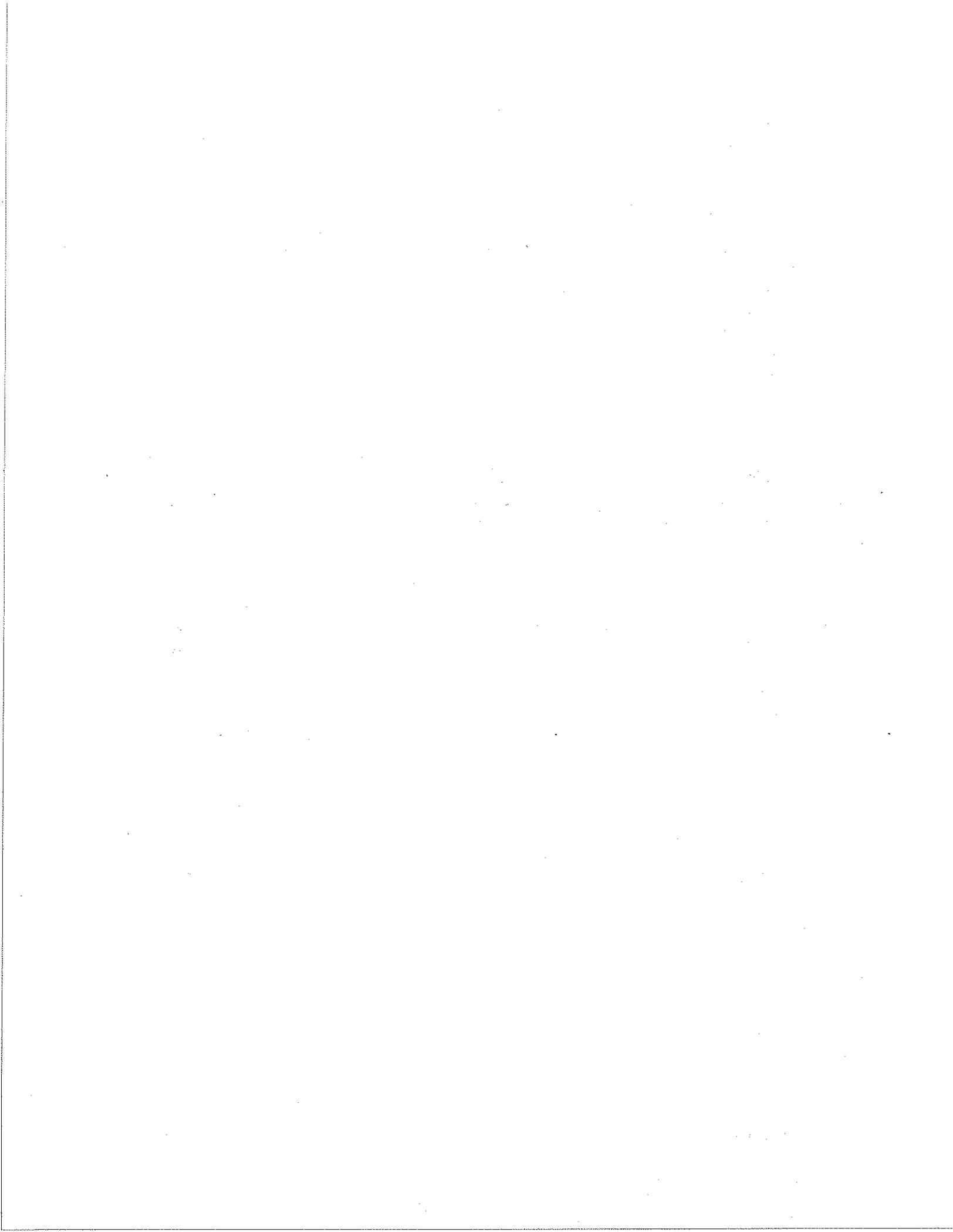
ADOPTED by the City Council this _____ day of _____, 2012.

APPROVED by the Mayor this _____ day of _____, 2012.

Mayor

ATTEST:

City Recorder



ORDINANCE NO. 255

AN ORDINANCE REGULATION AND CONTROLLING OPERATION OF THE CITY'S WATER UTILITY SYSTEM AND PROVISION OF SERVICE TO ITS CUSTOMERS, AND REPEALING ORDINANCES 13, 94, AND 118.

The city of Cascade Locks, Hood River County, Oregon, ordains as follows:

ARTICLE 1. DEFINITIONS

- 1) Applicant or Person. Any natural person, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicate, brand of government or any group acting as a unit either by themselves, jointly, or through a servant, agent or employee.
- 2) City Administrator. The city administrator of the city of Cascade Locks or his designee.
- 3) Premises. A building or group of buildings occupied by a family unit, or business entity and used by residential business or commercial purposes and/or any parcel of land.

ARTICLE 2. SERVICE AND OPERATION.

Section 2.010. Rates

- 1) Rates for the use or consumption of water or the provision of any service related thereto shall be set from time to time by resolution for the council.
- 2) Fire Protection Service Lines.
 - a) Services for fire protection must be fitted with such fixtures only as are needed for fire protection and entirely disconnected from those used for other purposes.
 - b) It shall be unlawful to use any fire line for any other purpose than fire protection. Any unlawful use of a fire line shall subject the violator to the penalties prescribed in the Article 5 of this ordinance.
- 3) Special Construction. Whenever water is requested by an applicant for construction purposes the city may supply said water through the most convenient hydrant, measuring the amount used by the installation of a temporary hydrant meter. There shall be a refundable deposit in the amount of \$700.00 to insure the value of said meter and an installation charge of \$30.00 which is nonrefundable.
- 4) Inspection of Premises. The city administrator shall have free access at all reasonable times to all parts of building or premises supplied by water from the city's mains, for the purpose of ascertaining the quantity of water used, shutting off or turning on the water through the service connection, checking for cross connections, checking compliance with codes and for any other reasonable cause and it shall be unlawful for any person to hinder, obstruct, or unnecessarily delay such actions.
- 5) Emergency Powers. Upon the declaration by the city council that a water emergency situation exists, the city administrator shall have the authority to take such steps as he shall deem necessary to preserve and protect the city water supply and system

facilities. Any action taken by the city administrator pursuant to powers granted him in this section shall be subject to the approval of the city council.

ARTICLE 3. NEW CUSTOMER SERVICE.

The procedures and policies of this article shall be adhered to in all cases except when application of the rule would work a severe and unfair burden on a particular applicant that can be clearly demonstrated is peculiar to his particular situation. Such cases may be granted modification or waiver of a particular policy upon specific written approval of the city administrator. The city is not obligated herein to undertake any project, or meet any time deadline or in any way obligate itself to providing service for any reason.

Section 3.010. Installation Location and Timing.

- 1) Location and Premises.
 - a) All extension shall be within the Urban Growth Boundary as designated in the city's comprehensive plan.
 - b) An Applicant for new service shall own or control the land at the terminus of the main extension.
- 2) Main Installation and Location.
 - a) City at its own discretion shall determine what party shall be responsible for installation of all mains and appurtenances. Generally, the city shall be the installer except in those instances where all land being served is under the ownership and/or control of the applicant. (i.e., new subdivision).
 - b) Physical location of mains and all other appurtenances shall be the decision of the city administrator.
- 3) Service Lines Installation. Generally service lines will be installed at the same time as the main only when a new connection or paving is imminent or if specifically requested by an applicant. In these cases, the regular connection fee may be appropriately charged a developer at the same time as the main charge.

Section 3.020. General Policies for Charges and Fees.

- 1) Main Charge and Connection Fee.
 - a) Both these cost items are generally applicable to obtaining water service, but are determined separately and independent of one another. The main charge is based on the city's average construction cost of a 6" main including intersections, fire hydrants, engineering, inspection and other related expense.

The connection fee is based on the city's cost of installing a service line and meter from the main to the curb line.
 - b) When a main suitable for serving the applicant's premises is in place at the time of request for service, then the main charge shall be computed by multiplying the footage of the parcel to be served where bypassed by the main by a factor of 50% the current average per foot construction cost of a 6" main. Tax lot divisions will be determinate as to the footage involved in computing main charges. Both the main charge and the connection fees shall be payable at the time application for service is made.

When a main must be extended to serve the applicant's premises, the main charge shall be computed by multiplying the "front" footage of all parcels of land bypassed by the main (not only the land served) by a factor of 50% the current averaged per foot construction cost of a 6" main (e.g., an extension from the intersection serving a house on lot "A" with 50' of frontage and a vacant lot "B" across the street would be assessed on 100 feet or 100% of the averaged cost for said extension.) Tax lot division will be determinate as to the footage involved in computing main charges. Both the main charge and connection fee shall be payable at the time application for service is made.

- i) When such footage amounts to less than 50 feet, the main charge for that service will be computed as if there were 50 feet of frontage.
 - ii) When property has mains bypassing two or more sides the main charge shall be based on an average of the lot frontage so served.
 - iii) When a main serves property, but does not completely bypass the parcel, if in the city's judgment it is a reasonable expectation that the city will at some time be required to extend the main further, then the main charges for service to that property shall be assessable on the total linear footage, as if the main bypassed the entire parcel.
 - iv) When a main serves property, but does not completely bypass the parcel's frontage and it is the city's determination there is no reasonable expectation that the city will be required to extend the main further, then the main charge shall be based on the actual frontal footage of main installed (regardless of size) but in no case shall be less than a 50 foot assessment.
 - v) When a main crosses property other than through public right-of-way, main charges shall be computed the same as a typical in-street extension, i.e., the owner or applicant would pay main charges on 200' of frontage for a 100' line extension.
- 2) Conversion from Private Line to Standard Main. Customers converting over from a private line to a standard main shall pay regular main charges and connection fees when the main has been extending at their request; in other instances no charges or fees will be assessed. This privilege for changing over to a standard service at no cost applies only to the connections which exist at the time the main is extended. Any new connection or service, even if to the same parcel of land, will be assessed regular charges and fees.
 - 3) Reimbursement Contract. A person having paid a main charge on property other than his own, may enter into a contract with the city to have main charges as collected by the city returned to him on a proportional basis when new services connect to the extension; collection and reimbursement is to be made at the rate current at the time of connection. The term of this contract shall be limited to 10 years when the amount of the contract is less than \$45,000 and may when the contract is excess of that amount be extended, at the discretion of the council, for a period up to 20 years. The person entering into such an agreement with the city shall be responsible for any escrow or related fees incurred during the term of the contract
 - 4) City Contract Option. Though the city budget be sufficient, if the city is unable to undertake the project at a given point in time due to lack of cash on hand, manpower, equipment, commitment to other projects or for any other cause the city deems

reasonable, then the city may at its discretion contract for the work to be done. In this instance the normal charges and fees would apply plus an additional fee may be imposed to cover any cost overage between the regular charges and fees and the actual cost of construction (inclusive of all related costs) of that specific job.

- 5) Main Charge Assessed Once. Any property having paid a main charge after the date of this ordinance shall not be so assessed again at a later date. In instances such as a new subdivision where the city would generally have had no financial involvement in serving the premises therein; the city would make no charge, but rather the cost of the water facilities installed would be reflected in the purchase price of a lot.
- 6) Dollar Assessment by Resolution. Actual dollar amounts for main charges and connection fees shall be set from time to time by resolution. A yearly review is required each January.
- 7) Other Financing Allowed. There is no intent by these regulations to preclude the L.I.D. (Local Improvement District) option or any private arrangement made between individuals.

Section 3.030. Other Charge Considerations

- 1) Systems Development Charge. A systems development charge may be imposed whenever requirements for water are evidenced by request of a metered service 2 inches in size or over. The city administrator in consultation with the superintendent of public works and the developer shall make a determination on a case-by-case basis as to a reasonable amount to be approved by the council.
- 2) Over Size Mains. When the need for an over-size main is principally attributable to a specific development, then the developer shall pay the actual cost of the difference between standard 6" and the main installed.
- 3) Excavating Existing Paved Surface. An applicant requesting any main or service line extension or installation which involves cutting, excavating and/or replacement of any paved surface shall be charged the actual cost of such cutting and repair in addition to other applicable charges and fees.
- 4) Special Situations. Financing extensions of mains which cross through or by land which has no reasonable expectation of being served by the extension or which is already served off another main or private lines, and installation of any additional facilities needed to develop particular areas of land are the responsibility of the developer. The developer may request in writing that the city participate in the financing of those portions of such projects through waiver of certain main charges or other appropriate methods. The city council shall review any such requests in light of the availability of funds, the size of the project, overall system needs, and the extent of benefit to surrounding property policies as set forth in this ordinance and other pertinent factors. The council may grant the request as presented or for any lesser amount of assistance, but in no way shall be obligated to honor any such request.

Whether or not city funds are involved in the initial financing of any project, the city council may, where appropriate, establish geographic areas of benefit and impose a utility service charge to be collected at the time of connection to the water system which would be over and above the normal main charge a connection fee as set herein. Such charges would serve to offset the initial cost making water

available to certain areas of the city, and would be used under a reimbursement contract to repay proportionally the developer and/or city.

Section 3.040 Application for Service

1) Required Information and Format.

- a) Each applicant for water service shall sign an application form provided by the water department giving them the following information.
 - i) Date of application
 - ii) Location of premises to be served
 - iii) Date service is to begin
 - iv) Purpose for which services is to be used
 - v) Address to which billing are to be mailed
 - vi) Class and size of the meter service, where applicable
 - vii) Such other information at the water department may reasonable require.
- b) The application shall contain a statement that all charges are assessable as liens against the premises for which said service is installed, and all accounts for such service and use of water shall be kept only in the name of the owner of the premises for which such service is installed. Upon such charges become delinquent and unpaid for a period of 30 days, the city may, at its discretion, cause the water to be shut off from such premises until such charges are paid. Statements of such charges may be mailed to any agent of the owner, including the occupant of the premises upon the written request of the owner, but any such mailing of the statement of the charges of the service and use of water to anyone other than the owner shall not release the property or premises for which such service is installed from any liability of such charges.
- c) The application shall also contain a signature line for the owner of the property if different from the applicant.

- 2) **Contractual Obligations.** The application provided for in item (1) above shall contain a contract on the part of the person making the application, to pay for the water applied for at the rate and in the manner specified in such contract. It shall reserve to the city the right to charge and collect the rates and enforce the penalties provided for in this ordinance, in the manner herein provided. The application shall also reserve to the city the right to change the rates at any time by resolution, to temporarily discontinue the serve with notice to the customer, and shall specify that said contract is subject to all the provisions of any ordinance or resolution of the city relation to this subject, and shall further provide that the city shall not be held responsible for any damage for water or other cause resulting form defective plumbing or appliance on the premises supplied with water, by the owner or occupant of said premises, and that the fact that the agents of the city have inspected the plumbing and appliances hall not be pleaded as a basis of recovery in case of damage to the premises, and shall provide that in case the supply of water shall be interrupted or fail for reason of accident or any other cause whatsoever, the city shall not be liable for damages for such interruption or failure, nor shall failures for interruption f for any reasonable period of time be held or constitute a breach of contract on the part of the city or in any way relieve the customer from performing the obligations of this contract. All contracts shall take effect from the day they are signed and rates shall be charged

from the day premises are connected with the city's water supply and turned on to such time as the city is notified that service is no longer desired and the water turned off.

ARTICLE 4. CONSTRUCTION AND CONTROL STANDARDS

Section 4.010 General Liability.

The city shall be responsible for the repair and maintenance of the water distribution system. Property owners shall be responsible for all installation, maintenance and repair of any system facilities between the meter or turn off valve and points of delivery.

Section 4.020 Service Line Regulations.

1) Technical Conformity.

- a) Water will not be furnished where there are defective or leaking faucets, closets, or other fixtures, or where there are water closets or urinals without self-closing valves, or tanks without self-acting float valves, and when such are discovered the supply may be withdrawn.
- b) The tap and ferrule and stopcock, at the curb, will be furnished by the city and remain the property of the city, and it shall be unlawful for any person to interfere therewith.
- c) Within the basement wall a stop and waste cock, protected from frost, must in all cases be placed, by means of which the service pipes in the building may be drained at night during the freezing weather. A tap and ferrule shall be provided on the customer's line to allow the customer on/off control of water to the premises.
- d) The service pipes from the mains to the walls of the building must be not less than two feet below the grade.
- e) All persons connecting to the city services shall be required to use only pipe which meets all applicable standards of the Oregon Plumbing Code.

2) Service Line Location.

- a) Service lines shall generally extend at right angles from the main to a point immediately inside the curb line, or where no curb exists to a point designated by the city administrator in accordance with accepted standards on street width.
- b) A service line crossing private property other than that being served shall not be allowed unless special circumstances warrant and approval of the city administrator is obtained.
- c) A valve or meter shall not be installed in a driveway area, nor shall a driveway be constructed over an existing valve or meter.

3) Storage adjacent to Valve or Meter. It shall be unlawful for any person to store, maintain, or keep any goods, merchandise, material, or refuse within a distance of six feet from any water valve or other appliance in use of any water connection of the city.

- 4) The service pipes shall be so arranged that the supply to each separate house or premises may be controlled by a separate stopcock, placed within and near the line of the street curb, and one person must pay for all the water used through said service, for his own use or for the use of others to whom it may be accessible.

ARTICLE 5. ENFORCEMENT AND ADOPTION.

Penalties. Any person who shall be found guilty of a violation of any of the provisions of this ordinance, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a term not exceeding thirty (30) days, or by both such fine and imprisonment.

Repeal of Prior Ordinances. City of Cascade Locks, Ordinance No. 13 and 118, dated January 20, 1936, and October 18, 1961, are hereby repealed.

Separability. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance be declared invalid, such declaration shall not affect the validity of any other section, subsection, paragraph, sentence, clause or phrase; and if this ordinance, or any portion thereof, should be held to be invalid on one ground but valid on another, it shall be construed that the valid ground is the one upon which said ordinance, or such portion thereof, was enacted.

Emergency Clause. Inasmuch as it is necessary for the peace, health, safety, and welfare of the citizens of the city of Cascade Locks that this ordinance become effective with its adoption, the council, by its vote, declares an emergency to exist, and this ordinance to be in full force and effect upon and after its passage by the council and approval by the mayor.

Passed by the council and approved by the mayor September 14, 1987.

