

# CITY of CASCADE LOCKS

## AGENDA

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### CITY COUNCIL MEETING, Monday, July 11, 2016, 7:00 PM, CITY HALL

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**Purpose:** The City Council meets on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of each month to conduct city business.

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor 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 June 27, 2016 Minutes.**
  - b. **Ratification of the Bills in the Amount of \$ 19,303.38.**
4. **Public Hearing:** None.
5. **Action Items:**
  - a. **Appointment to Committees.**
  - b. **Approval of New City Attorney Contract.**
  - c. **Approve Resolution No. 1362 Declaring the City of Cascade Locks' Request for Transportation Grant Management Funding to Adopt Necessary Community Development Code Revisions.**
  - d. **Approve Resolution No. 1363 Setting Policy for Receipt of and Remedy for Dishonored Personal Checks and Repealing Resolution No. 467 as Amended by Resolution No. 542.**
  - e. **Approve Intergovernmental Agreement Between the City and Port for the Operation of the Museum.**
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. **City Committees.**
  - b. **City Administrator Zimmerman Report.**
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 Cramblett called the meeting to order at 7:00 PM. CM's Randall, Fitzpatrick (via phone), Busdieker (via phone), Rutherford (via phone), and Mayor Cramblett were present. CM's Groves and Walker were excused. Also present were City Administrator Gordon Zimmerman, City Attorney Ruben Cleaveland, City Recorder Kathy Woosley, Hood River News Correspondent Patrick Mulvihill, Ray Cless, Amanda Hoey, Dave Palais, Attorney Tommy Brooks, and Camera Operator Betty Rush.
2. **Additions or Amendments to the Agenda.** CA Zimmerman said items 5.b. and 7.b. could be combined.
3. **Adoption of Consent Agenda.**
  - a. **Approval of June 13, 2016 Minutes.**
  - b. **Ratification of the Bills in the Amount of \$ 165,582.41.**
  - c. **Approve Resolution No. 1360 Declaring One Item of City Property as Surplus; and Authorizing the Sale of Such Property.**
  - d. **Approve Resolution No. 1361 Authorizing Transfer of Funds.**

Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Randall moved, seconded by CM Busdieker, to approve the Consent Agenda. The motion passed unanimously by CM's Randall, Fitzpatrick, Busdieker, Rutherford, and Mayor Cramblett.
4. **Public Hearings.** None
5. **Action Items:**
  - a. **Appointment to Committees.** None.
  - b. **Approval of Enterprise Zone Application for the Renewal Workshop.** Amanda Hoey explained the extended abatement program for the Renewal Workshop. She said the three co-sponsors for this application are the City of Cascade Locks, the City of Hood River, and Hood River County. She said the application has been approved by the Hood River County Commissioners. Amanda explained that the standard abatement is three years and there have been some negotiated conditions for the fourth and fifth year abatement. **Motion:** CM Busdieker moved, seconded by CM Randall, to approve the Enterprise Zone Extended Abatement application for The Renewal Workshop.  
  
CM Busdieker said it is an amazing business for our area and it is a great opportunity for Cascade Locks to have them here. CM Fitzpatrick said this is the way it is done to help new businesses get on their feet. Mayor Cramblett thanked the Port for bringing businesses to Cascade Locks. The motion passed unanimously by CM's Randall, Fitzpatrick, Busdieker, Rutherford, and Mayor Cramblett.  
  
Amanda gave an overview of MCEDD. She said MCEDD covers the five county region and has provided region coordination for business assistance since 1969. She said currently Joeinne Caldwell sits on the board and that position switches between the City and Port. She gave a flyer describing some of MCEDD's programs.  
  
CM's Busdieker and Fitzpatrick thanked Amanda for her presentation to Council. Amanda said she has been with MCEDD for 10 years and is committed. Mayor Cramblett said a lot has been accomplished due to Amanda's experience with MCEDD. He said he appreciated her time and strong commitment.
  - c. **Approval of Purchase of Sewer Jet Cleaner.** CA Zimmerman said the Public Works Department would like to purchase a pressure washer on a trailer from State Surplus and turn it

into a jet-rodder for sewer mains. He said it is relatively new for \$3,500. He said the Department would do the work themselves to turn it into a jet-rodder. **Motion:** CM Randall moved, seconded by CM Fitzpatrick, to approve the purchase of the State surplus pressure washer trailer and upgrade to a jet-rodder with the total cost not to exceed \$5,000.

CM Busdieker asked how often this would be used. CA Zimmerman said the pressure washer can be used during the summer for cleaning pavement and equipment. He said Sheldon has a list of projects for this. CM Randall said the Port owns one and it is used a lot. He said this is a good value. He said a new one would cost \$10,000. CM Busdieker asked about water efficiency. CA Zimmerman said he didn't know. CM Fitzpatrick said cleaning out a couple of sewer pipes would pay for it and you have the pressure washer. He said this is a wise purchase. The motion passed unanimously by CM's Randall, Fitzpatrick, Busdieker, Rutherford, and Mayor Cramblett.

**d. Approval of Property Tax Exemption Request for LODD for Emergency Responders.** CA Zimmerman explained Senate Bill 1513 and the letter asking for support of the Line of Duty Death tax exemption for emergency responders in Hood River County. **Motion:** CM Randall moved, seconded by CM Rutherford, to approve Cascade Locks' support for the attached letter from Jim Trammell, Hood River County Fire Defense Chief, to the Hood River County Administrator. CM Fitzpatrick said he hopes this never occurs. He said these people risk their lives for us. CM Rutherford said this is a good idea and hopes that we never have to use it. The motion passed unanimously by CM's Randall, Fitzpatrick, Busdieker, Rutherford, and Mayor Cramblett.

**e. Approval of Letter to Nwana Regarding Truck Traffic.** CA Zimmerman explained that one of the issues around building a water bottling plant in Cascade Locks is the truck traffic through the downtown and residential areas. He said the letter in the packet outlines a solution should a water bottling plant proposal becoming a reality. **Motion:** CM Fitzpatrick moved, seconded by CM Randall, to approve the proposed letter to Nwana regarding the routing of trucks to and from the bottling plant.

CM Randall said the first remedy is to pursue the return ramp at MP 47, which is more than an option; it is a smart thing to do. CA Zimmerman said CM Groves called him and said she wanted Council to know that she is in favor. CM Busdieker stated that water bottling is illegal in Hood River County so it would be illegal to move forward with anything. CM Fitzpatrick said the major concern he heard from citizens was about the truck traffic down Forest Lane. He said trying to address this is positive. CM Rutherford said this is a good option. The motion passed with CM's Randall, Fitzpatrick, Rutherford, and Mayor Cramblett voting in favor. CM Busdieker opposed the motion.

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

7. **Reports and Presentations.**

a. **City Committees.** None.

b. **MCEDD Presentation.** This took place earlier in the meeting.

c. **City Administrator Zimmerman Report.** CA Zimmerman gave his report (Exhibit A). CM Busdieker said she would email her suggested list of LOC legislative priorities to CA Zimmerman. CA Zimmerman said he would compile the list and bring it back to Council for consideration.

8. **Mayor and City Council Comments.** CM Fitzpatrick said he was happy to see a letter written to Nestlé regarding the truck traffic. He said this is a valid concern for our citizens. He said he was also glad to see the support for emergency responders. CM Busdieker cautioned citizens to stay hydrated this holiday weekend, be safe, and to have fun! Mayor Cramblett said he attended the Confederated Tribes of the Warm Springs Pi Um Sha celebration. He said it was a great evening. He said Sternwheeler Days did not happen this year but the Mountain Men Encampment filled up Thunder Island. He said parking was full in the Marine Park all weekend. He said it was a successful weekend in the Park.
9. **Other matters.** None.
10. **Executive Session per ORS 192.660 (2)(f) Exempt Documents.** Mayor Cramblett recessed Regular Session and entered into Executive Session under ORS 192.660 (2)(f) Exempt Documents. Mayor Cramblett called Executive Session to order at 7:47 PM. CM's Randall, Fitzpatrick (via phone), Busdieker (via phone), Rutherford (via phone), and Mayor Cramblett were present. Also present were City Administrator Gordon Zimmerman, City Attorney Ruben Cleaveland, City Recorder Kathy Woosley, Attorney Tommy Brooks, and Hood River News Correspondent Patrick Mulvihill.  
  
Mayor Cramblett adjourned Executive Session at 8:11 PM.
11. **Adjournment. Motion:** CM Randall moved, seconded by CM Busdieker, to adjourn Regular Session. The motion passed unanimously by CM's Randall, Fitzpatrick, Busdieker, Rutherford, and Mayor Cramblett. The meeting adjourned at 8:12 PM.

Prepared by  
Kathy Woosley, City Recorder

APPROVED:

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Tom Cramblett, Mayor



(541) 374-8484

Fax: (541) 374-8752 TTY: 711

**City Administrator Report to the City Council**  
**Monday, June 27, 2016**

1. **Warm Springs Tribal Celebration:** The Mayor and I along with five Port representatives attended the Warm Springs Treaty Day Celebration on June 24 at Kah-Nee-Tah. We were warmly greeted by Austin Green, the Warm Springs Tribal Chair and acknowledged during his presentation. We were the only City representatives invited to the celebration. The Governor's legal advisor, former Governor Ted Kulongoski, current Oregon Labor Secretary Brad Avokian, and State Senator Ted Ferriolli were also in attendance.
2. **Corrosion Control Study:** Our investigation into the copper in some of our water test samples has found some important information. We have iron bacteria in our wells. This is a good thing and a bad thing. It's good in that we found it and once we clean up the wells, we will not be identified as a corrosive system. The bad news of course, is the cost to clean the wells. WE do not yet know the cost, but it should be cheaper than a permanent treatment facility.
3. **LOC Legislative Priorities Process:** Each of you received a packet of information from the League of Oregon Cities outlining potential legislative issues for the upcoming 2017 legislative session. They would like each city to identify 4 issues for priority consideration. If I could make a suggestion about which four issues to choose, they would be the following:
  - a. **H. Property Tax Reform:** This has the potential to increase the amount of property taxes collected for the City because the value of the home is reassessed upon the sale of the home.
  - b. **R. Subsidy for Retiree Health Insurance Repeal:** Even though the City does not pay for retiree health care benefits, because so many PERS entities do, our rates are used to subsidize that retirement cost. By repealing the subsidy, our PERS rate will decrease.
  - c. **S. PERS Reform:** The last PERS reforms enacted by the Legislature were overturned by the Courts. Some work must be done to reform PERS and lower the costs to the City's. We are paying almost 30% of salaries for retirement benefits.
  - d. **Z. Transportation Funding and Policy Package:** Without significant State's help, cities would not be able to maintain the current road infrastructure we have, much less build any new roads required. Again this could significantly affect our ability to deliver a new truck route through (around) town.
4. **Water System Update:** The revised engineering and bid documents have been submitted to the USDA. We have been able to submit the plans for both the pipeline and the new reservoir. The well drawings are still in development.
5. **School System Water Tests:** We did test the School's water for contamination. Levels of lead and copper were significantly lower than the levels which call for action to be required.
6. **Electric Rate Adjustment:** At our last meeting, Councilor Busdieker asked for a resolution reaffirming our electric rates to be in compliance with an annual review. We last reviewed the rates at our December 15, 2015, meeting where we changed the rate for people who lived outside City limits but inside the urban growth boundary to match the in-city rate. This

*Cascade Locks is where the Bridge of the Gods spans the Heart of the Gorge;  
where mountain, wind, and water create the best sailing in the Northwest;*

*and where the "CL" on the license plate stands for Cascade Locks, the second largest city in Hood River County!*

*The City of Cascade Locks is an Equal Opportunity Provider.*

EXHIBIT A  
MINUTES OF  
CITY OF CASCADE LOCKS  
MEETING

BLANKET VOUCHER APPROVAL

PAGE NO.

1

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DEPARTMENT: CITY OF CASCADE LOCKS  
COVER SHEET AND SUMMARY

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DATE:

DESCRIPTION:

AMOUNT:

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6/30/2016

A/P

\$ 19,303.38

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GRAND TOTAL \$ 19,303.38

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APPROVAL:

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Mayor



Report Criteria:  
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
7195	06/16	06/30/2016	30	00228209	ADVANCED HYDRAULIC SUPPLY LLC	parts for backhoe	2140562560	103.98
Total 7195:								
7196	06/16	06/30/2016	6900	C601978	BSK Associates	water testing	2140562150	77.50
7196	06/16	06/30/2016	6900	V602030	BSK Associates	water testing	2140562150	126.00
Total 7196:								
7197	06/16	06/30/2016	660	2015-16	Cascade Locks Volunteer	Annual Payment	0540562112	203.50
Total 7197:								
7198	06/16	06/30/2016	790	313230273 6	CENTURYLINK	Fire Department Phones	0540562050	147.86
7198	06/16	06/30/2016	790	313401451 6	CENTURYLINK	Treatment Plant	3140562050	119.25
7198	06/16	06/30/2016	790	313470082 6	CENTURYLINK	City Hall Phones	0140162050	369.58
7198	06/16	06/30/2016	790	313786538 6	CENTURYLINK	telemetry	2140562050	130.95
7198	06/16	06/30/2016	790	313786538 6	CENTURYLINK	telemetry	3140562050	130.95
7198	06/16	06/30/2016	790	313891134 6	CENTURYLINK	Emergency After Hours	5140562050	61.49
7198	06/16	06/30/2016	790	313891134 6	CENTURYLINK	Emergency After Hours	5140562050	15.38
7198	06/16	06/30/2016	790	314228414 6	CENTURYLINK	Lift Station	3140562050	42.00
7198	06/16	06/30/2016	790	320153997 6	CENTURYLINK	well house dialer	2140562050	9.64
Total 7198:								
7199	06/16	06/30/2016	940	MAY 2016	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	1,027.10
Total 7199:								
7200	06/16	06/30/2016	1120	B137395	COLUMBIA HARDWARE, LLC	stain	0140462620	80.00
Total 7200:								
7201	06/16	06/30/2016	1360	131047	DAVID R. CUNNINGHAM	City Network	0140162082	1,260.00
7201	06/16	06/30/2016	1360	131048	DAVID R. CUNNINGHAM	fire department work	0140162082	60.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 7201:								1,320.00
7202	06/16	06/30/2016	1530	JUNE 2016	DISH NETWORK	Programming	4140562740	400.00
Total 7202:								400.00
7203	06/16	06/30/2016	4910	100094003 6	DR&G Services LLC	Refund Water Deposit	2121130	75.88
Total 7203:								75.88
7204	06/16	06/30/2016	1670	2016_2883	EMERGENCY REPORTING	2016-17 Yearly Invoice	0540562113	2,888.00
Total 7204:								2,888.00
7205	06/16	06/30/2016	6795	0522316	Ferguson	LF 5/8 X 3/4 IPERL 1000 G METERS	2141562009	200.91
7205	06/16	06/30/2016	6795	0522316	Ferguson	Water Supplies for flex building	2141562009	902.10
7205	06/16	06/30/2016	6795	0522343	Ferguson	2x2 Brass Tee	2140562560	38.98
7205	06/16	06/30/2016	6795	0523253	Ferguson	1 CTS COMP x MIP Coupler	2140562560	27.22
7205	06/16	06/30/2016	6795	0524699	Ferguson	Supplies for tahoma st house	2141562009	871.00
Total 7205:								2,040.21
7206	06/16	06/30/2016	2020	1259205	GENERAL PACIFIC INC.	Red Hot Blue Glue	5140562770	220.20
7206	06/16	06/30/2016	2020	1259328	GENERAL PACIFIC INC.	15kv No Conn. Elbow Loadbreak	5140562810	589.92
7206	06/16	06/30/2016	2020	1259498	GENERAL PACIFIC INC.	2" PVC 90 ELBO 36"	5140562810	370.00
Total 7206:								1,180.12
7207	06/16	06/30/2016	6854	JUNE 2016	Gordon Zimmerman	CA Expense	0140162094	330.18
Total 7207:								330.18
7208	06/16	06/30/2016	2320	F513378	HD Supply Waterworks, LTD.	3/4" Ballcorp ccoxj	2141562009	45.36
7208	06/16	06/30/2016	2320	F513378	HD Supply Waterworks, LTD.	# 36 X 24" TALL RESIN METER BOX	2141562009	22.41
7208	06/16	06/30/2016	2320	F513378	HD Supply Waterworks, LTD.	18g solid blue wire	2141562009	72.86
7208	06/16	06/30/2016	2320	F513378	HD Supply Waterworks, LTD.	4" 45 PVC Elbow	3141562009	7.84
7208	06/16	06/30/2016	2320	F513378	HD Supply Waterworks, LTD.	4" PVC WYE	3141562009	15.03
7208	06/16	06/30/2016	2320	F513378	HD Supply Waterworks, LTD.	4" INFLATABLE SEWER PLUG	3141562009	3.86
7208	06/16	06/30/2016	2320	F513378	HD Supply Waterworks, LTD.	4" PVC SEWER PIPE	3141562009	23.24

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
7208	06/16	06/30/2016	2320	F513378	HD Supply Waterworks, LTD.	18g solid green wire	3141562009	72.86
Total 7208:								
7209	06/16	06/30/2016	2540	14912	HOOD RIVER GLASS COMPANY	labor to install glass in booth	0140462520	740.00
Total 7209:								
7210	06/16	06/30/2016	2570	3161027	HOOD RIVER NEWS	Notice of Supp. Budget	0140162030	12.00
7210	06/16	06/30/2016	2570	5161033	HOOD RIVER NEWS	Notice of Budget Meeting	0140162030	96.00
Total 7210:								
7211	06/16	06/30/2016	2850	061716	JESSICA BENNETT	reimburse traveling expenses for training	0540562020	108.00
Total 7211:								
7212	06/16	06/30/2016	7006	0001	John's CPR Training Course	CPR Training	0140162020	90.00
7212	06/16	06/30/2016	7006	0001	John's CPR Training Course	CPR Training	5140562020	90.00
Total 7212:								
7213	06/16	06/30/2016	4910	103732603 6	Kenneth of Alexandra Worstell	Refund Deposit	5121130	180.00
Total 7213:								
7214	06/16	06/30/2016	2980	32282	L.N. CURTIS & SONS	Service on Compressor	0540562441	960.00
7214	06/16	06/30/2016	2980	32282	L.N. CURTIS & SONS	ambient aircheck air analysis	0540562441	110.00
Total 7214:								
7215	06/16	06/30/2016	3160	061416	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140162020	1,060.00
7215	06/16	06/30/2016	3160	061416	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140862022	25.00
7215	06/16	06/30/2016	3160	061416	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0840562055	27.99
7215	06/16	06/30/2016	3160	061416	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	5140562055	7.35
7215	06/16	06/30/2016	3160	062216	MARIANNE BUMP/PETTY CASH	record weatherization lean - jenkins	0140362870	20.00
Total 7215:								
7216	06/16	06/30/2016	4020	ME118763	ODOT-FUEL SALES	Fuel	0340562530	151.34
Total 7216:								
139.39								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
7216	06/16	06/30/2016	4020	ME118763	ODOT-FUEL SALES	Fuel	0540562420	142.82
7216	06/16	06/30/2016	4020	ME118763	ODOT-FUEL SALES	Fuel	2140562630	145.53
7216	06/16	06/30/2016	4020	ME118763	ODOT-FUEL SALES	Fuel	3140562630	29.61
7216	06/16	06/30/2016	4020	ME118763	ODOT-FUEL SALES	Fuel	5140562200	435.08
Total 7216:								
7217	06/16	06/30/2016	4130	0111293-IN	OREGON CORRECTIONS ENTERPRIS	Replacement Counter Top	0740562660	892.43
Total 7217:								
7218	06/16	06/30/2016	4640	JUNE 2016	PITNEY BOWES INC	Postage	0140162055	153.00
Total 7218:								
7219	06/16	06/30/2016	6780	21475776	Ricoh Americas Corporation	Lease	0140162120	301.50
Total 7219:								
7220	06/16	06/30/2016	6965	26	Sofia Urrutia-Lopez	Contract Support	0840562110	179.02
Total 7220:								
7221	06/16	06/30/2016	6969	1075-1038	TEGNA	Programming	4140562740	760.00
Total 7221:								
7222	06/16	06/30/2016	6110	JUNE 2016	U.S. POSTAL SERVICE	UB Postage	0140162055	298.20
Total 7222:								
7223	06/16	06/30/2016	6937	306906553	US Bank Equipment Finance	contract payment	5140566001	291.99
7223	06/16	06/30/2016	6937	306906553	US Bank Equipment Finance	contract payment	5140566002	1,176.19
Total 7223:								
7224	06/16	06/30/2016	6690	062216	WOOSLEY, KATHY	Reimburse Mileage	0140162020	117.42
Total 7224:								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
6301601	06/16	06/30/2016	6090	8789 6/16	U S BANK CC	Credit	0740562560	26.30- M
6301601	06/16	06/30/2016	6090	8789 6/16	U S BANK CC	supplies for front office remodel	0740562560	186.86 M
6301601	06/16	06/30/2016	6090	8789 6/16	U S BANK CC	supplies for front office remodel	0740562560	100.00 M
6301601	06/16	06/30/2016	6090	8789 6/16	U S BANK CC	supplies for front office remodel	0740562560	45.29 M
6301601	06/16	06/30/2016	6090	8789 6/16	U S BANK CC	Credit	5140562020	45.00- M
6301601	06/16	06/30/2016	6090	8789 6/16	U S BANK CC	Credit	5140562020	45.00- M
6301601	06/16	06/30/2016	6090	8789 6/16	U S BANK CC	oregon auto spring service	5140562201	75.68 M
Total 6301601: 291.23								
6301602	06/16	06/30/2016	6090	2305 6/16	U S BANK CC	facebook ad	0840562115	159.65 M
Total 6301602: 159.65								
6301603	06/16	06/30/2016	6090	4393 6/16	U S BANK CC	memorial day flage	0140862022	74.10 M
Total 6301603: 74.10								
6301604	06/16	06/30/2016	6090	2874 6/16	U S BANK CC	tv mount for front office	0140162010	29.99 M
6301604	06/16	06/30/2016	6090	2874 6/16	U S BANK CC	lpad date plan	0540562050	14.99 M
Total 6301604: 44.98								
6301605	06/16	06/30/2016	6090	5243 6/16	U S BANK CC	city admin expense	0140162020	13.00 M
6301605	06/16	06/30/2016	6090	5243 6/16	U S BANK CC	city admin expense	0140162020	3.50 M
6301605	06/16	06/30/2016	6090	5243 6/16	U S BANK CC	city admin expense	0140162020	7.39 M
Total 6301605: 23.89								
Grand Totals:								19,303.38

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	4,010.73-	4,010.73-
01-401-62010	29.99	.00	29.99
01-401-62020	160.49	.00	160.49
01-401-62030	108.00	.00	108.00
01-401-62050	369.58	.00	369.58
01-401-62055	593.49	.00	593.49
01-401-62082	1,320.00	.00	1,320.00
01-401-62094	330.18	.00	330.18
01-401-62120	179.02	.00	179.02
01-403-62870	71.00	.00	71.00
01-404-62520	746.89	.00	746.89
01-408-62022	102.09	.00	102.09
03-21010	.00	139.39-	139.39-
03-405-62530	139.39	.00	139.39
05-21010	.00	6,589.30-	6,589.30-
05-405-62020	755.63	.00	755.63
05-405-62050	162.85	.00	162.85
05-405-62111	80.00	.00	80.00
05-405-62112	1,500.00	.00	1,500.00
05-405-62113	2,888.00	.00	2,888.00
05-405-62420	142.82	.00	142.82
05-405-62441	1,060.00	.00	1,060.00
07-21010	26.30	484.95-	458.65-
07-405-62560	484.95	26.30-	458.65
08-21010	.00	927.00-	927.00-
08-405-62055	7.35	.00	7.35
08-405-62110	760.00	.00	760.00
08-405-62115	159.65	.00	159.65
21-21010	.00	2,850.12-	2,850.12-
21-21130	75.68	.00	75.68
21-405-62050	140.59	.00	140.59
21-405-62150	203.50	.00	203.50
21-405-62530	145.53	.00	145.53
21-405-62560	170.18	.00	170.18
21-415-62009	2,114.64	.00	2,114.64
31-21010	.00	444.64-	444.64-
31-405-62050	292.20	.00	292.20
31-405-62530	29.61	.00	29.61

GL Account	Debit	Credit	Proof
31-415-62009	122.83	.00	122.83
41-21010	.00	698.20-	698.20-
41-405-62740	698.20	.00	698.20
51-21010	90.00	3,275.35-	3,185.35-
51-21130	104.09	.00	104.09
51-405-62020	90.00	90.00-	.00
51-405-62050	61.49	.00	61.49
51-405-62055	20.00	.00	20.00
51-405-62200	435.08	.00	435.08
51-405-62201	75.58	.00	75.58
51-405-62770	220.20	.00	220.20
51-405-62810	959.92	.00	959.92
51-405-66001	1,176.19	.00	1,176.19
51-405-66002	117.42	.00	117.42
51-406-62050	15.38	.00	15.38
<b>Grand Totals:</b>	<b>19,535.98</b>	<b>19,535.98-</b>	<b>.00</b>

Report Criteria:

Report type: GL detail.



**CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** July 5, 2016

**For City Council Meeting on:** July 11, 2016

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Gordon Zimmerman, City Administrator

**SUBJECT:** Approval of New City Attorney Contract

**SYNOPSIS:** Alex Sosnkowski and Ruben Cleaveland have been the City Attorneys for several years. Ms. Sosnkowski has decided to retire from the legal profession. The attached contract is to continue our relationship with Ruben Cleaveland and the firm for which he is currently working.

**CITY COUNCIL OPTIONS:** Approve, modify, or reject the proposed contract.

**RECOMMENDED MOTION:** "I move to approve the personal services contract with the law firm of Annala Carey in Hood River to provide municipal law services for the City of Cascade Locks."

**FINANCIAL REVIEW:** The proposed contract continues the financial structure which was budgeted for in the 2016-16 budget.



**CITY OF CASCADE LOCKS  
PERSONAL SERVICES CONTRACT  
(City Attorney Services)**

PARTIES: City of Cascade Locks ("City")  
P.O. Box 308  
Cascade Locks, OR 97014

Annala Carey Baker Thompson & VanKoten, P.C. ("Contractor")  
P.O. Box 325  
Hood River, OR 97031

**RECITALS**

Contractor is being engaged to provide legal services as set forth in the attached Exhibit "A."

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. **Statement of Work:** Contractor shall provide the services set forth in Exhibit "A" (the "Work"). Contractor shall perform the Work under the supervision of the City Council and in accordance with the terms and conditions of this Contract. Ruben Cleaveland shall serve as the City Attorney and lead attorney.
2. **All Costs by Contractor:** Contractor shall, at its own risk and expense, perform the Work described above and, except as provided in this Contract, furnish all labor, equipment and materials required for the proper performance of the Work.
3. **Qualified to Provide Work:** Contractor has represented, and by entering into this Contract now represents, that Contractor is fully qualified to perform the service to which he will be assigned in a skilled and workmanlike manner. Contractor is responsible for maintaining active "good standing" status as a member of the Oregon State Bar Association.
4. **Contract Term; Renewal:**
  - a. This Contract is effective as of July 1, 2016. The initial term of this Contract is from July 1, 2016, through June 30, 2017. Unless this Contract is terminated in accordance with its terms or extended, this contract ends June 30, 2017. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured.
  - b. This Contract may be extended automatically for up to two (2) additional one (1) year terms by mutual written consent of the parties, which consent shall specify the extension period.
5. **Compensation:** Contractor shall be paid a monthly retainer in the amount of \$1,200.00. The retainer shall cover the provision of up to 12 hours of services. For services in excess of

12 hours each month, Contractor shall be paid for the Work at the rate of \$140.00 per hour for legal services rendered by Ruben Cleaveland. The retainer and hourly rates cover Contractor's expenses as specified in Exhibit "B."

**6. Indemnification and insurance:** CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITY, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT. Contractor shall not be held responsible for any claims, suits, actions, losses, damages, liabilities, costs and expenses directly, solely, and proximately caused by the negligence of the City. Contractor shall maintain professional liability insurance as required by the Oregon State Bar for Work performed under this Contract. Any attorney that travels to the City or any other location on behalf of the City shall have in effect and maintain comprehensive automobile liability insurance.

**7. Termination:** This Contract may be terminated by either party by giving 30 days written notice to the other party.

**8. Independent Contractor Status:**

- a. Contractor shall perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. Contractor understands and agrees that it is not an "officer" or "employee" of the City, as those terms are used in ORS 30.265.
- c. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or 'workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

**9. Assignment and Subcontracts:** Contractor shall not assign this Contract or subcontract any portion of the work without the written consent of City, which consent may be withheld in the City's sole discretion. Any attempted assignment or subcontract without written consent of City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.



## Exhibit A

### Scope of Work

1. Provides legal advice, counsel, services, training, consultation, and opinions to the City Administrator, City Council, commissions/committees, and all levels of the City government, on a wide variety of civil assignments, including but not limited to land use planning, laws against discrimination, construction of public works, purchasing and procurement, leasing, purchase and sale of property, employment legal matters, public disclosure issues, open records law, and tort law. The City Attorney's advice includes methods to avoid civil litigation.
2. Furnishes legal representation at all City Council business meetings, and at other meetings as needed.
3. Appears before courts and administrative agencies to represent the City's interests.
4. Prepares/reviews ordinances and resolutions, contracts and other documents for legal correctness and acceptability.
5. Serves as the municipal prosecutor on an as needed basis.
6. Coordinates with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal issues among special counsel.
7. Assists City officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.
8. Assists City officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
9. Provides the Mayor and City Council with guidance as to the City's Adopted Council Procedures and related procedural matters relating to Council meetings.
10. Prepares legal opinions at the request of the City or the Council.
11. Provides the City Administrator, Mayor and City Council, and administration advice and a legal perspective on various governmental issues.
12. Performs other legal services and tasks, as assigned by the City Administrator.

### Specifications

1. The appointed City Attorney attends City Council business meetings on an as needed basis. These are scheduled for the second and fourth Monday night of every month, from 7:00 p.m. until close, which could typically be from 10:00 p.m. to midnight.
2. The City Attorney is a key member of the City Risk Management Team. The same individual should consistently attend conferences and training regarding risk management, although the City does not have a preference whether this person is the City Attorney or an assisting attorney.
3. The City Attorney attends staff led meetings as requested/needed. Ideally, this would be the designated City Attorney, who is a key member of the City Management Team.
4. The City Attorney's services must be readily available by phone, cell phone, fax and e-mail.
5. Timeliness of response and accessibility to the City Attorney is an important aspect of the service. Accessibility and responsiveness for the proposed designated City Attorney is of greatest importance, although these elements will also be considered in relation to assistant attorney(s) as well.

6. Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone. The City does not offer space for offices in a City location. The City may be able to assist in certain ways to promote efficient coordination among offices, such as mail delivery services or copy services; these details will be managed following award.

## EXHIBIT B

- Monthly retainer of \$1,200 to cover all regular legal services described in the Scope of Work up to 12 hours per month except as provided below:
  - Retainer includes travel expenses
  - Retainer includes attending all meetings
  
- Hourly rate of \$140/hr applies to non-regular services, which would include:
  - Litigation, including appeals of City decisions to Circuit Court and LUBA
  - Complex labor negotiations
  - Other matter designated by the City Administrator and City Attorney as non-regular legal services
  - Regular services provided in excess of 12 hours per month
  
- Out of pocket costs are billed separately and are limited to:
  - Postage and mailing
  - Copying costs
  - Filing fees
  - Mileage and lodging for travel beyond Cascade Locks (always subject to prior approval)

**CASCADE LOCKS STAFF REPORT**

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Date Prepared: June 23, 2016

For City Council Meeting on: July 11, 2016

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

**SUBJECT: Approve Resolution No. 1362 Seeking TGM Funding for Community Development Code Revisions**

**SYNOPSIS:** The City has recently completed two separate processes reviewing our Community Development Code and Parking regulations. These processes were both funded by the Transportation Growth Management Code Assistance program. We need to approach the TGM process for funding to implement the suggested changes. Both the Council and the Planning Commission have been involved in the review, as well as community members and interested stake holders. The time has come to seek the funding to actually implement the proposed changes in the code.

This resolution shows the City Council support for seeking the funding and implementing the changes.

**CITY COUNCIL OPTIONS:** Approve, modify, or reject Resolution No. 1362.

**RECOMMENDED MOTION:** "I move to approve Resolution No. 1362 seeking TGM funding for suggested Community Development Code Changes."

**FINANCIAL REVIEW:** The State has completely funded the previous two processes without having the funding go through our financial records.



*"The Heart of the Columbia River Gorge"*



**City of Cascade Locks**  
PO Box 308 140 SW WaNaPa St.  
Cascade Locks, OR 97014

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(541) 374-8484 Fax: (541) 374-8752 TTY: 711

Laura Buhl  
Oregon Dept. of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, OR 97301-2540

July 12, 2016

Dear Ms. Buhl:

The City of Cascade Locks Has gone through two processes to review our community development code, one in general and one for parking using TGM Grants. The City is now interested in completing the process by seeking grant funding to actually update the code as recommended.

We have included the action plan created by Scot Siegel of Siegel Planning Services which contains 18 changes to be addressed in the code. We have also included the recommendations for Rick Williams of Rick Williams Consulting about the five changes in the code needed to maximize our parking.

Please also find Resolution No. 1362 supporting this request.

Thank you for your help in moving Cascade Locks forward.

Sincerely,

---

Tom Cramblett  
Mayor of Cascade Locks

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Larry Cramblett  
Planning Commission Chair



**RESOLUTION NO. 1362**

**A RESOLUTION DECLARING THE CITY OF CASCADE LOCKS' REQUEST  
FOR TRANSPORTATION GRANT MANAGEMENT FUNDING  
TO ADOPT NECESSARY COMMUNITY DEVELOPMENT CODE REVISIONS**

**WHEREAS**, the City Council and Mayor and the Planning Commission are concerned about the health, safety and general welfare of the citizens of Cascade Locks as protected by the Community Development Code; and

**WHEREAS**, the City has determined through two consultants provided through previous TGM grants that some modifications to our code are necessary to reflect community values and potential growth strategies for our community; and

**WHEREAS**, the City is now desirous to codify the suggested changes after consultation with the Planning Commission and the Council;

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

1. To request further assistance from the Oregon Department of Transportation (ODOT) and the Oregon Department of Land Conservation and Development (DLCD) through the Transportation Growth Management Code Assistance Program for the codification of the suggested changes to the Community Development Code made by Mr. Scot Siegel and Mr. Rick Williams.
2. This resolution is effective immediately upon adoption by the City Council.

**ADOPTED** by the City Council this 11<sup>th</sup> day of July, 2016 .

**APPROVED** by the Mayor this 11<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Tom Cramblett, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Woosley, City Recorder





## Memorandum

**To:** Gordon Zimmerman, Cascade Locks City Administrator  
Laura Buhl, TGM Grant Manager

**From:** Scot Siegel

**Date:** March 24, 2015

**Subject:** *City of Cascade Locks TGM Code Assistance – Final Action Plan Report*

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The City of Cascade Locks Planning Commission and City Council conducted a joint work session on March 12, 2015 to review a draft action plan containing future steps the City can take to improve its Development Code. This memorandum summarizes the consensus points from that meeting. It also provides a complete report of the TGM Code Assistance project, to date.

Attached to this memo and made part of the report to the City is the Final Code Evaluation that we presented to the Planning Commission (Attachment 1), a draft code amendment requested by Port of Cascade Locks (Attachment 2), notes from the focus group meetings conducted in support of this work (Attachment 3), and the February 12 presentation made to the Planning Commission (Attachment 4), all of which helped inform the Commission-Council discussion.

At a future City Council meeting (to be scheduled), the Council will be asked to consider the following Action Plan and decide whether to proceed with code revisions. At that time it would also be appropriate for the City to decide whether it wants to apply for further consultant assistance through the Transportation and Growth Management (TGM) Program. A second phase of work likely would consist of a more detailed analysis (for specific code issues) and presentation of alternatives, code drafting, public review, hearings, and adoption.

### **Background**

On request of the City of Cascade Locks, the Transportation and Growth Management (TGM) program contracted with Siegel Planning Services to prepare an assessment of the City's Community Development Code (CDC). The TGM program provides direct assistance to communities in updating and improving their comprehensive plans and land use regulations.

The purpose of the code assessment is to create an action plan for future code changes. Specifically, the City requested assistance in identifying changes that will help it plan for:

- Appropriate places for higher density and mixed-use development
- Complete neighborhoods
- Quality development design
- Making efficient use of the existing UGB while maintaining a high quality of life
- Enhancing walkability and bikeability
- Improving connections to the Historic Columbia River Highway and Trail
- Improving the pedestrian-friendly nature of the downtown area along WaNaPa Street (U.S. Hwy 30) while accommodating tourist automobile traffic and maintaining the historic character of the highway

In order to achieve these objectives, Siegel Planning reviewed the City's Comprehensive Plan and Development Code, and prepared a Code Evaluation Memorandum (Attachment 1). As part of this effort, we met with members of the Planning Commission and small groups of individuals representing the Port of Cascade Locks, downtown merchants, and local industry. In addition to a Planning Commission work session February 12, 2015, the City held a joint meeting with the Commission and City Council on March 12, 2015, to discuss the code recommendations.

The following Action Plan reflects the general consensus of the Planning Commission and City Council, as of March 12, 2015, on code recommendations that the City wishes to advance or consider further. Code recommendations from earlier reports that local officials do not support have been removed from the list, and, accordingly, the remaining items are renumbered. Those items are summarized at the end of this report.

### Neighborhoods

1. Review the Planned Development provisions (Chapter 8-6.140) for overall effectiveness in meeting community objectives, including the formation of complete neighborhoods with usable open space. Amend Chapter 8-6.140 to define usable open space, such that new open spaces and recreational facilities fit within the context of Cascade Locks. For example, a subdivision might provide a playground, a terraced viewpoint/picnic area or circuit training course (taking advantage of the topography), or a trailhead/connection to the Pacific Crest Trail or Columbia River waterfront. In turn, the City could reduce the open space percentage that is required (currently 20%). Set asides of steeply sloping leftover pieces of land that are not 'usable' or left in a natural wooded state should be discouraged because they can be difficult to maintain and may become a nuisance.
2. Define the various types of assisted living and group care uses that are allowed. Allow these uses in the appropriate residential and commercial zones, and do not in the downtown zone. Consider allowing group care facilities, per State law, (i.e., 15 or more residents) only in HDR zone (Chapter 8-6.64) and Commercial zone (Chapter 8-6.72).
3. Amend Chapter 8-6.68 (Manufactured//Mobile Home Park Residential zone) to include standards for Recreational Vehicles in mobile home parks.
4. Amend the code to require a garage (and define "garage") with stick-built homes, as is currently required for manufactured homes, to be consistent with State law.

5. Rezone the Public Works Shop site from MDR to Public Use, consistent with the current and projected use of this property.
6. Maintain the current distribution of residential zones and allocation of planned densities, per the Comprehensive Plan. The Commission and Council have considered whether it would be appropriate to rezone land from LDR to MDR, or MDR to HDR, particularly adjacent to downtown, to provide a wider range of housing options. The consensus is to not pursue re-zoning at this time, and instead make other adjustments to the code to facilitate more efficient use of residential land, such as those described above.

#### Commercial/Employment Districts

7. Clarify and streamline the Downtown design standards Chapter 8-6.70. (For specifics, see the table on pages 8-12 of Attachment 1). See also, #8, below, regarding building height.
8. Maintain the current building height standard of 35 feet. Alternatively, consider allowing a limited increase in height subject to Conditional Use Permit (CUP) approval. The CUP review should consider the City's ability to provide adequate fire protection and potential impacts on views of the Columbia River, among other factors. In addition, remove the code requirement that limits height to an average of adjacent buildings, as it conflicts with the aforementioned 35-foot standard.
9. Amend the downtown parking standards to encourage more efficient use of commercial land, and to better accommodate future development while maintaining storefront character along Wa-Na-Pa. Prepare an evaluation of downtown parking supply and demand to inform the code amendments. The evaluation would identify current supply (including on- and off-street spaces, both public and private), opportunities for optimizing the current supply, potential future parking load (at build-out), and parking management strategies. The parking standards would then be adjusted accordingly.
10. Review input from the Port on suggested amendments to Commercial Resort (CR) zone (Chapter 8-6.80). The Port submitted comments to City on February 4, which are contained in Attachment 2. At the March 12 joint Planning Commission-City Council meeting, a Port representative explained that they are seeking greater certainty in the types of commercial and recreational uses that are permitted in the CR zone. Some of the suggested code changes will need to be reviewed for consistency with state law (e.g., regulation of adult businesses and marijuana businesses). Alternatively, as land owner the Port may want to create CC&Rs pertaining to these types of businesses/tenants.
11. Rezone the City Hall site from CR to Public Use, consistent with the current and projected use of the property.

#### Infrastructure/Public Improvements

12. Reconcile conflicting sidewalk requirements in the Comprehensive Plan, Development Code, TSP, and public works standards. The Comprehensive Plan requires sidewalks be provided on all streets, but the Code does not reflect that. Propose a sidewalk standard for new development that is based on street classification; consider standards or exceptions

for “country lanes”, i.e., where auto volumes are low, the area is mostly built-out, and the ultimate street width is narrow. Provide clear criteria for exemptions and consider using construction cost instead of square footage of construction as a basis for exceptions.

13. Add code criteria for development exactions (public improvements required with development). This amendment would be located in the Site Plan and Design Review chapter (Chapter 8-6.148) and the Subdivisions chapter (Chapter 8-6.180), and Planned Development chapter (Chapter 8-6.140).

#### Administrative Procedures

14. Establish criteria and procedures for Code Interpretations.
15. Establish criteria for and streamline the permit process for minor modifications to approved development plans (various chapters). Identify thresholds for minor modifications that may be approved by staff, versus modifications that must come before the Planning Commission.
16. Streamline the permit process for changes of use, such that a land use application is not required for minor changes, i.e., those that do not impact traffic, parking, drainage, etc. This amendment would be located in Chapter 8-6.148 Site Plan and Design Review. (See also, Attachment 1, page 15, Item 7.)

#### Other/Miscellaneous

17. Establish criteria and review procedures for accessory structures (not accessory dwellings) that are larger than 120 square feet, including temporary storage units. (See also, Attachment 1, page 14, Item 2)
18. Clarify where accessory dwelling units are allowed and establish clear and objective standards for their use (e.g., size, setbacks, height, owner lives on premises, etc.).

#### **Items Not Advanced for Further Consideration**

The City Council and Planning Commission chose not to advance the following recommendations from the initial code evaluation.

1. Duplexes on Corner Lots in the LDR Zone. The code currently allows duplexes as a conditional use in the LDR zone. The consultant recommendation was to permit duplexes on corner lots in this zone subject to development standards; the standards would create the appearance of a single-family house by orienting each duplex unit garage to a separate street. The Commission and Council found this change would not be appropriate because there are few if any corner lots where duplexes could locate outside of the existing planned developments (where duplexes are already allowed). More importantly, the locations where they might locate are generally limited to properties fronting Wa-Na-Pa and Forest Lane, two streets where access management is a priority. The Council and

Commission reasoned these locations are not appropriate, in part, because duplex units would create multiple driveways close to major intersections. The existing code (conditional use permit) affords the opportunity to review duplexes for access design and compatibility (i.e., relative to traffic operations and safety).

2. **Cottage Housing.** The current City code allows cottage housing through the Planned Development (PD) process; however, the code requires a minimum of five acres for a PD, and there are no development or design standards for cottage housing. The recommendation was adopt cottage housing design standards and allow this use in the MDR and HDR zones through the Planned Development (PD) process on sites smaller than five acres (e.g., typical one-two acres). The Council and Commission acknowledged cottage housing can be an attractive alternative to multi-family housing, but felt the market may not support it (with a sufficient level of design quality) in Cascade Locks, and it would be difficult to ensure compatibility between cottage developments and existing residences through prescriptive code standards.
3. **Pedestrian Shelters in Commercial Zone.** The consultant recommendation was to add a pedestrian shelter requirement for new buildings and major exterior remodels in the Commercial zone, as is currently required in the Downtown zone. Some members of the Council and Commission acknowledged the benefit of having pedestrian shelters along Wa-Na-Pa, even where storefronts are not continuous, to create a commercial district that is inviting and comfortable for shoppers, but there was a lack of consensus to advance this proposal.

The City Council may wish to revisit the above findings or ask further questions when it meets in April. Following Council acceptance of the final action plan, with any refinements, and upon the City's request, the TGM Program will work with City staff to prepare a scope of work for the next phase of the project, which would include drafting code amendments for public review, hearings, and adoption. That phase can be expected to take approximately 8-12 months, depending on the scope of work.



**RICK WILLIAMS CONSULTING**

Parking & Transportation

PO Box 12546

Portland, OR 97212

Phone: (503) 459-7638

E-mail: rick@rickwilliamsconsulting.com

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**MEMORANDUM**

**TO:** Laura Buhl, Agency Contractor Administrator  
**FROM:** Rick Williams, RWC  
Owen Ronchelli, RWC  
Pete Collins, RWC  
**DATE:** March 25, 2016 (v3)  
**RE:** **Contract B33813 – File Code C3F5-15: Cascade Locks: Review City’s Current Parking Regulations and Policies – Synopsis and Recommendations (Task 2.1)**

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**I. INTRODUCTION – APPROACH**

Task 2.1 calls for evaluation of current code requirements for parking with regard to new development in the Downtown Zone in Cascade Locks. This document is intended to provide a background review of current code guidelines that may impede efforts to accommodate new development while facilitating feasible parking options to serve growth.

**II. EXECUTIVE SUMMARY**

Section III, below, provides a detailed review of Cascade Locks’ regulatory requirements related to parking for new development. This section provides a brief executive summary of the recommendations provided for the City’s consideration. These include:

- A. Broaden the intent and purpose section of the parking code (8-6.108.010).
- B. Allow for greater flexibility in the availability of approved parking (8-6.108.020 C).
- C. Expand the distance (location) that parking can be provided to sites as a means to support walkability, pedestrian linkages and shared parking opportunities (8-6.108.020 D).
- D. Conduct a demand analysis as a means to (1) right size existing minimum parking requirements and (2) collapse non-residential commercial parking minimums to a single “blended rate” for downtown (8-6.108.030).
- E. Add clarity to the current in lieu fee option (8-6.070.110 B).

**III. CURRENT REGULATORY REQUIREMENTS**

Existing parking requirements in Cascade Locks have been developed to address local goals and objectives over the years. The consultant reviewed all parking requirements related to new development as contained in Chapter 8-6.108 – Parking and Loading in the City’s Municipal Code.

Additional references to parking regulations were also reviewed in Chapter 8-6.70- Downtown Zone (D) and Section 8-6.104.130 – Parking and Loading Areas.

The purpose of the review was to evaluate the appropriateness of the City’s parking standards from a “best practices” perspective as well as within the context of the City’s goals and objectives as envisioned in its 2004 Downtown Plan Project Objectives and Goals. Considerations/recommendations for improving and/or revising the code are provided below for those sections the consultant believes can be clarified or strengthened.

#### A. *Intent and Purpose of the Parking Code*

##### **8-6.108.010 Purpose**

The City’s stated purpose in regulating and/or requiring parking “*is to establish parking areas having adequate capacity and which are appropriately located and designed to accommodate the majority of traffic generated by the range of uses which may locate on a site over time.*”<sup>1</sup>

It is recommended that the purpose statement be expanded to also include the following sub-elements (underline indicates recommended new language):

1. Provide for a mix of and intensification of desired land uses to ensure economic viability.
2. Allow for the consolidation of parking, to include development of public or shared-use parking facilities.
3. Create an attractive and marketable development environment.
4. Attainment of adopted City and Regional transportation goals for all modes (i.e., auto, transit, bike, walk and rideshare).
5. A financially feasible product that is accepted by affected developments, stakeholders and the public.

These additional statements of purpose create a more robust statement of intent and purpose and underscore the intent that the City will not only regulate parking but take an active role in parking to facilitate desired outcomes; particularly as they relate to new land uses, economic development and multi-modal access. They also support and integrate better with already adopted Downtown Plan Project Objectives and Goals outlined in Chapter 8-6.70.010 Downtown Zone (D), which emphasizes:

##### *Downtown Plan Project Objectives (specifically supported by this recommendation)*

- Establishing street design and streetscape standards for the downtown
- Encourage walking and bicycling
- Reduce reliance on automobile trips
- Encourage more mixed-use and efficient use of land in the Downtown, consistent with the City’s Comprehensive Plan.

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<sup>1</sup> Cascade Locks Municipal Code: Chapter 8-6.108 Parking and Loading (page 21).

*Downtown Plan Project Goals (specifically supported by this recommendation)*

- Establish a more “friendly” pedestrian/bicycle environment that will reduce the necessity for and impact of automobiles.
- Create stronger visual, vehicular, and pedestrian links between Downtown and Marine Park working to blend the two activity areas into one experience.
- Create pedestrian/bicycle linages to all major points in the community.

**B. General Provisions**

The City may want to consider clarifications and/or revisions to the following code sections:

**8-6.108.020 (C) Availability**

*Current code states that “required parking space must be available for the use of residents, customers or employees of the use. Required parking spaces may not be assigned in any way to a use on another site, except for shared parking situations. Required parking may not be used for the parking of equipment or storage of goods or inoperable vehicles.”*

As written, the code limits use of required parking to residents, customers or employees *of the use*. This makes sense if it is the City’s belief that the required minimum number of parking stalls will be fully used at all times (sans a shared use agreement). As such, a development that builds to the minimum standard, but finds that it has available parking (e.g., during the day, evening or during events) technically cannot provide that available parking to other uses.

It is recommended that 8-6.108.020 (C) is amended to state the following (underline indicates recommended new language):

*“Required parking spaces must be made available for the use of residents, customers or employees of the use. Required parking spaces can be provided during periods of underuse to residents, customers and employees of other uses, as well as during events. Required parking spaces may not be assigned in any way to a use on another site as a means to comply with a minimum parking requirement, except for shared parking situations (per 8-5.108.020 E, Shared Parking, below). Required parking may not be used for the parking of equipment or storage of goods or inoperable vehicles.”*

**8-6.108.020 (D) Location**

*Current code states that “required parking spaces for residential uses must be located on the site of the use. Required parking spaces for nonresidential uses must be located on the site of the use or in parking areas whose closest point is within 300 feet of the site.”*

To a certain degree, this provision (especially for nonresidential uses) is in conflict with the Downtown Plan’s Project goals for pedestrian linkages “to all major point in the community” (see 8-6.70.010). This provision, as stated, also limits the allowed allow shared use parking arrangements to 300 feet, as stated in 8-6.108.020 (E). As walkability and linkage is a key purpose in the Downtown Zone, 300 feet is a very

short distance to walk and shared use opportunities are more feasible if the distance allowed were greater.

It is recommended that 8-6.108.020 (D) is amended to state the following (underline indicates recommended new language):

*“Required parking spaces for residential uses must be located on the site of the use. Required parking spaces for nonresidential uses must be located on the site of the use or in parking areas located in the Downtown Zone whose closest point is within 300 feet of the site.”*

### C. Minimum Off-street Parking Requirements

The City may want to consider clarifications and/or revisions to the following code sections:

#### **8-6.108.030 (B) Minimum Off-street Parking Requirements (Commercial Categories)**

Determining the “right size” for parking minimum requirements for any city is difficult. Most cities are hard pressed to describe their minimum code standards as reflecting the actual local market demand for parking in their downtowns. Most are derived from (a) borrowing standards from other cities deemed comparable, (b) use of parking generation standards developed in manuals from the Institute of Transportation Engineers (ITE) – a national data source, and/or (c) a combination of both. Also, comparative evaluations between cities are challenging as different cities use different descriptors for individual land uses. And, finally, not all cities are the same physically, operationally and dynamically. As such, apples to apples comparisons of parking standards should be considered as informative rather than a definitive source for evaluating existing code standards. Overall, minimum parking standards for non-residential development should be structured to assure that the amount of parking required is:

1. Adequate to meet parking demand (ideally based on a study of actual local demand),
2. Low enough to not discourage development,
3. Flexible (e.g., fee-in-lieu) to support desired new development that may be challenged by site size and/or other barriers to meeting a parking requirement.

Given the fact that Cascade Locks provides for an in-lieu option in its code (8-6-070.110), the current code does provide for the flexibility necessary to allow desired developments to move forward if parking is not feasible on the development site (bullet point 3, above). However, some of the City’s existing standards may be too high when evaluated against bullet points 1 and 2 above.

**Table 1** (next page) provides a summary of Cascade Locks’ code standards for common downtown uses as contrasted to other Gorge cities.

**Table 1  
Comparative: Non Residential Minimum Parking Requirements (Downtown)**

Required Standard	Minimum Parking Requirements – Downtown Zones: Commercial Development			
	Cascade Locks	Hood River	The Dalles	Troutdale
Office – Professional/Govt.	2.5 per 1,000 SF Fee-in-lieu option	1.20 per 1,000 SF Fee-in-lieu option	2.0 per 1,000 SF	2.70 per 1,000 SF
Office – Medical/Dental	4 per 1,000 SF Fee-in-lieu option		3.0 per 1,000 SF	3.90 per 1,000 SF
Retail Sales & Service – + Small + Large + Food/Health Club/mtg. rooms	3.0 per 1,000 SF 1.0 per 1,000 SF 4.0 per 1,000 SF Fee-in-lieu option		3.50 per 1,000 SF 2.0 per 1,000 SF 5.0 – 7.0 per 1,000 SF	4.10 per 1,000 SF 2.0 per 1,000 SF 8.0 – 10.0 per 1,000 SF
Bed & Breakfast	2 spaces plus 1.0 per guest room Fee-in-lieu option		1 per room after 2 rooms	N/A
Hotel/Motel	1 per room plus 1 per 2 employees Fee-in-lieu option		1.0 per room	1.0 per room

Table 1 provides a summary comparison of common downtown development land uses between the selected cities. As the table demonstrates, requirements vary greatly between the cities. In some cases, Cascade Locks has lower minimums (e.g., retail sales and service); in other cases higher minimums (e.g., office/government). The upside for Cascade Locks is the fee-in-lieu option that allows a developer to pay the City a fee for each space required that is not built. Interestingly, Hood River maintains the lowest minimum requirements for downtown development and has standardized its “commercial” development requirement to 1.20 stalls per 1,000 SF for all non-residential uses. This is coupled with a fee-in-lieu option similar to Cascade Locks. Given the physical constraints within Hood River’s downtown, most developments likely opt for the fee-in-lieu.

The difficulty for Cascade Locks at this time is there is not accurate information/data available on true local parking demand for the downtown as a mixed use environment. True demand as defined here is the relationship between actual vehicles parked in the peak hour correlated to actual occupied non-residential building area in the downtown zone.

It is recommended that Cascade Locks move to simplify its minimum parking development standards for commercial parking in the downtown along the lines of the Hood River model. Commercial minimums should be collapsed into a single blended rate standard for the downtown and supported with the existing in-lieu option (8-6.070.110 B) and the City’s shared parking provision (8-6.108.020 E). To accomplish this, additional study will need to be pursued to quantify a mixed-use blended rate for downtown Cascade Locks. The City should consider the following:

1. Conduct a parking demand study in the downtown to derive an actual “blended” parking demand rate for non-residential uses. The combined or blended demand for a mixed use district is more reflective of actual market demand for a business district than numerous distinct land use categories that comprise the current code.
2. Collapse existing downtown commercial use categories into a single set of uses based on findings from the demand study. At this time, it is very difficult to determine the basis for parking demand from which each use category is derived in the general tables for non-residential uses (8-6.108.030 B). It is questionable whether some of the unique distinctions within uses (e.g., sales and services or entertainment uses) actually create significant impacts on the actual amount of parking built between developments versus a single standard.

**8-6.108.030 (A) (2) Minimum Off-street Parking Requirements (Residential Categories: Multi-Family)**

Cascade Locks requires a minimum standard of 1 parking stall per unit for multi-family residential development, unless the residential units are located in mixed use buildings (per 8-6.070.110). This is a very good standard for a city the size of Cascade Locks that, over time, would seek more residential development in its downtown. It also encourages the parking efficiency that mixed-use projects can bring to the downtown, in a format that would put residential units over ground level retail/office. As a comparison, minimum requirements from other Gorge cities show that Cascade Locks is providing a greater range of development “options” for parking than other cities. This is summarized in **Table 2**. As the table indicates, Cascade Locks’ downtown base standard (1.0 per unit) is consistent with The Dalles and Troutdale and lower than Hood River. The consultant team believes the current standard and in-lieu fee option should be retained.

**Table 2  
Comparative: Multi-Family Residential Minimum Parking Requirements (Downtown)**

Required Standard	Minimum Parking Requirements – Downtown Zones: Multi-Family Development			
	Cascade Locks	Hood River	The Dalles	Troutdale
Multi-Family Residential	1.0 per unit 0.0 if in mixed use building In-lieu fee option (if not mixed-use)	1.50 per unit	1.0 per unit	1.0 per unit

*D. In Lieu Fee*

**8-6.070.110 B Off-street Parking and Loading**

The City code provides for an in-lieu fee option for developments in the downtown. An in-lieu fee allows a developer or owner to pay a fee to the City rather than build parking to the minimum standards outlined in 8-6.108.030. Such fees are not unusual in many cities, particularly cities that (1) have

minimum parking requirements, (2) strive to meet a “main street” vision for downtown development and (3) are constrained/challenged by geography and site (parcel) size. To this end, Cascade Locks maintains an option in its code that provides flexibility for developers who may not be able to meet required standards on their development site.

*Current code states “in lieu of providing some or all of the required parking spaces for a building, the developer or owner of that building may pay to the City for each forgone parking space. The City shall, by resolution, set that fee based on the projected cost of creating a parking space within a municipally owned parking lot within the Downtown area. In addition, an annual fee may be charged for the operation and maintenance of the applicable municipal parking lot.”*

As currently written, the in lieu provision leaves open the question as to whether the city will actually provide an access entitlement to parking in “a municipally owned parking lot” in return for payment of the in lieu fee and/or any annual operation and maintenance charges assessed. The City’s intent should be more clearly stated to provide a high level of certainty to the developer as to whether they will or will not be provided parking in return for the fee. Given that the fee is intended to reflect the actual cost of “creating a parking space” in the Downtown area, it can be inferred that the City will direct new parking demand (related to the in lieu fee) to existing publically owned facilities or create new supply within the downtown. Without more clarity in the code language, the in lieu provision may not support new development, or be viewed as a reasonable option by developers if capacity for new parking demand is not accommodated.

It is recommended that 8-6.070.110 B amended to state the following (underline indicates recommended new language):

*Amount of Fee: “In lieu of providing some or all of the required parking spaces for a building, the developer or owner of that building may pay to the City for each forgone parking space. The City shall, by resolution, set that fee based on the projected cost of creating a parking space within a municipally owned parking lot within the Downtown area. In addition, an annual fee may be charged for the operation and maintenance of the applicable municipal parking lot.”*

*Use of Fees. In-Lieu Parking Fees shall be deposited in a dedicated fund for the development and provision of public parking facilities. The collected Fees may be applied only to development and provision of public parking that serves the Downtown Zone or the development of City owned parking lots located in non-residential zones. Development and provision of parking includes, but is not limited to, paving, striping, sidewalks, acquisition of real property, payment of administrative costs, and construction.*

#### **IV. SUMMARY**

This review has endeavored to offer insights into specific provisions in the Cascade Locks municipal code related to parking requirements for new development. For the most part, the recommendations

offered for consideration provide for a higher level of clarity within specific sections and better integration between requirements between provisions. Most of the recommendations are simple language additions/revisions. The most challenging recommendation – related to parking minimums – will likely require additional data collection to facilitate an accurate “right sizing” of parking demand that is specific to the local conditions of parking activity in Cascade Locks.

**STAFF REPORT**

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**Date Prepared:** July 5, 2016

**For City Council Meeting on:** July 11, 2016

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Kathy Woosley, City Recorder

**APPROVED BY:** Gordon Zimmerman

**SUBJECT:** Policy for receipt of dishonored checks.

**SYNOPSIS:** Staff thought the process for handling dishonored checks could be better clarified for its customers with one resolution.

**CITY COUNCIL OPTIONS:**

1. Approve, modify, or reject Resolution No. 1363.

**RECOMMENDATION:** "I move to approve Resolution No. 1363 setting policy for the receipt of and remedy for dishonored personal checks and repeal Resolutions 467 and 542."

**BACKGROUND INFORMATION:**

Copies of Resolution No's. 467 and 542 are attached.



**RESOLUTION NO. 1363**

**A RESOLUTION SETTING POLICY FOR THE RECEIPT OF AND REMEDY FOR DISHONORED PERSONAL CHECKS AND REPEALING RESOLUTION NO. 467 AS AMENDED BY 542.**

**WHEREAS**, the City Council has established a policy for the receipt of and remedy for dishonored personal checks, and

**WHEREAS**, provisions of state law adopted by the Legislature since the adoption of Resolution No. 467 provide a remedy for recovery of funds paid to the City by the use of checks for which there was insufficient funds to pay the City, and

**WHEREAS**, it is the policy of the City to operate its enterprise funds in a business-like basis, and

**WHEREAS**, the writing of checks by persons with insufficient funds in their checking accounts creates additional cost to the City.

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

**SECTION 1.** City Staff will accept personal checks in payment of monies due for utilities services.

**SECTION 2.** A charge will be levied by the City for each check which is returned to the City for insufficient money in the checking account to pay the City. The charge will be \$15.00 per Resolution No. 1247.

**SECTION 3.** The person writing a dishonored check will be notified (“red tagged”, for nonpayment for services) that utilities services at the point(s) of delivery will be discontinued pending redemption of the dishonored check. The customer will have 24 hours to redeem the check before power is disconnected. Fees for “red tag” and reconnection charges will be paid at the time a person redeems a dishonored check. If the customer calls the City prior to the City receiving the returned check, the red tag fee will not be charged.

**SECTION 4.** Upon receipt of a second dishonored check from an individual action in (2) and (3) above will again take place.

**SECTION 5.** The originator of a second dishonored check, or the originator of a check that is dishonored a second time, will for a period of six months, be refused the privilege of paying their obligations with the City by personal check. Instead the customer will pay by cash, cashier’s check, or money order.

**SECTION 6.** City staff will pursue the recovery of funds for dishonored checks in a manner provided for by state law when the person writing the dishonored check fails to make an effort to redeem said dishonored check.

**SECTION 7. Repeal of Prior Resolutions.** City of Cascade Locks Resolution No.’s 467 as amended by 542 are hereby repealed.

**SECTION 8. Effective Date.** This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

**ADOPTED** by the City Council this 11th day of July, 2016.

**APPROVED** by the Mayor this 11th day of July, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder



RESOLUTION NO. 542

A RESOLUTION AMENDING RESOLUTION NO. 467, A POLICY FOR THE RECEIPT OF AND REMEDY FOR DISHONORED PERSONAL CHECKS.

Whereas, the City Council has established a policy for the receipt of and remedy for dishonored personal checks, and

Whereas, provisions of state law adopted by the Legislature since the adoption of Resolution No. 467 provide a remedy for recovery of funds paid to the city by the use of checks for which there was insufficient funds to pay the city, and

Whereas, it is the policy of the City to operate its enterprise funds in a business-like basis, and

Whereas, the writing of checks by persons who know they have insufficient funds in their checking accounts, creates additional cost to the City.

NOW, THEREFORE BE IT RESOLVED, that the policy for the acceptance of personal checks, and the redemption action for dishonored checks shall be amended to read:

Section 1. City staff will accept personal checks in payment of monies due for utilities services.

Section 2. A charge will be levied by the City for each check which is returned to City for insufficient money in the checking account to pay the City. The charge will be \$15.00.

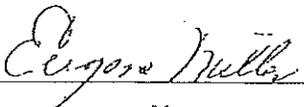
Section 3. The person writing a dishonored check will be notified ("red-tagged", as for nonpayment for services) that utilities services at the point(s) of delivery services will be discontinued, pending redemption of the dishonored check. Fees for "red-tag", and reconnection charges will be paid at the time a person redeems a dishonored check. All charges and check amounts shall be paid before reconnection of service.

Section 4. No amendment.

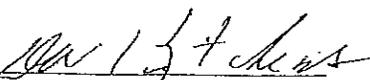
Section 5. No amendment.

Section 6. City staff will pursue the recovery of funds for dishonored checks in a manner provided for by state law, when the person writing the dishonored check fails to make an effort to redeem said dishonored check.

Passed by the Common Council this 26 day of Sept, 1988.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder



RESOLUTION NO. 467

A RESOLUTION SETTING POLICY FOR THE RECEIPT OF AND REMEDY FOR DISHONORED PERSONAL CHECKS.

WHEREAS, the City through its operation of enterprise funds (Water, Sewer, TV, Light) does receive revenues from the Public, and

WHEREAS, receipt of a portion of these revenues is in the form of personal checks, which City accepts in good faith as fully negotiable, as cash, and

WHEREAS, such does not prove in all instances to be the case, in that some personal checks are returned unpaid by City's banking facility, causing added expense in Staff's processing and collecting time,

NOW, THEREFORE BE IT RESOLVED, that the following policy for the acceptance of personal checks, and redemption action for dishonored checks be observed:

1. City Staff will accept personal checks in payment of monies due for utilities services provided.

2. A charge of \$5.00 will be levied, for the first instance in which a check is returned unpaid by City's banking facility.

3. Upon receipt of the unpaid check from City's banking facility the originator of the check will be notified ("red-tagged", as for nonpayment for services) that power and other services at his/her property will be discontinued, pending redemption of the check and payment of the \$5.00 charge therefor.

4. Upon receipt of a second dishonored check from an individual, action in (2), and (3), above will again take place. In addition,

5. The originator of a second dishonored check, or the originator of a check that is dishonored a second time, will for a period of six months be refused the privilege of paying their obligations with the City by personal check, having instead to pay by cash or by bank, store or postal money order.

Passed by the Common Council this 22nd day of April, 1985.

Nola M. Nolan  
Mayor

ATTEST:

Don B. Adams, City Recorder



**CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** July 5, 2016

**For City Council Meeting on:** July 11, 2016

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Gordon Zimmerman, City Administrator

**SUBJECT:** Approve Intergovernmental Agreement Between the City and the Port for the Operation of the Museum

**SYNOPSIS:** In October of 2012 the City and the Port worked out an agreement to support the Cascade Locks Historical Museum until the Friends of the Museum could get on their feet. The employment costs were borne by the Port until June 30, 2013. In essence the agreement to support the museum ended on that date. Since then the Port has been maintaining the building while the City has been providing the collection insurance (about \$150 per year) and the utilities (about \$1,800 per year).

This agreement with the Port continues this arrangement in two year increments until either side cancels the IGA with a 60 day write notice to the other party.

**CITY COUNCIL OPTIONS:** Approve, modify, or reject the intergovernmental agreement.

**RECOMMENDED MOTION:** "I move to approve the IGA with the Port for the maintenance of the Cascade Locks Historical Museum."

**FINANCIAL REVIEW:** The moneys necessary are included in the annual budget.





Section 3. Effective Date, Term. This Agreement becomes effective after passage during the month of July, 2016, and shall remain in effect for two years until June 30, 2018. It shall be automatically renewed for consecutive two year periods until either party terminates the agreement with a 60 day written notice to the other party.

Section 4. Liability and Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.2260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the indemnitor's performance of this agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party shall give the other immediate written notice of any action or suit or any claim made against that party may result in litigation in any way related to this agreement.

Section 5. Insurance. Each party agrees to maintain insurance levels, 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. This Agreement is expressly subject to the tort limits and provision of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 6. Compliance With Laws. Each party agrees to comply with all local, State and Federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

Section 7. Attorney Fees. In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

Section 8. Final Agreement; Modification. This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be modified only by a writing signed by both parties' duly authorized representatives.

CITY

PORT

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

GZ  
Can we  
talk about  
this?

INTERGOVERNMENTAL AGREEMENT  
Between the City of Cascade Locks and the Port of Cascade Locks  
For Operation of Museum

DATE: 10-22-12, 2012

PARTIES: City of Cascade Locks ("City")  
140 WaNaPa  
P.O. Box 308  
Cascade Locks, OR 97014

Port of Cascade Locks ("Port")  
355 WaNaPa  
P.O. Box 307  
Cascade Locks, OR 97014

RECITALS

- A. City and Port have the authority under ORS 190.010 to enter into intergovernmental agreements for the joint use of facilities and other purposes.
- B. The parties desire to enter into an agreement whereby each agrees to perform the functions outlined below for the purposes of operation of the Cascade Locks Historical Museum ("Museum") located at 355 WaNaPa, Cascade Locks, Oregon.
- C. The parties intend this agreement to facilitate the operation of the Museum from September 1, 2012 through June 30, 2013. During this time, both parties will work with the Museum Board to transition Museum operations to a system fully supported by private funding and donations.

NOW, THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:

Section 1. City's Responsibilities.

- A. City agrees to provide water, sewer and electricity costs for operation of the Museum. Prior to April 1, 2013 City will install utility meters at the Museum property so Museum utilities costs are measured, and separated from utility costs paid by Port. *OK*
- B. City agrees to insure the historical pieces in the Museum collection. *OK*
- C. City and the Port agree that donations collected at the Museum shall be retained by the Museum Board for their directed use and application. *OK*
- D. City agrees to employ Museum staff to operate the Museum consistent with past tourist season hours of operation through June 30, 2013.

E. City agrees to pay all Museum staff wages and employee costs arising prior to the date of this Agreement and during the term of this Agreement. ~~1 UNTIL JUNE 30, 2013~~  
Section 2. Port's Responsibilities.

A. Port agrees to reimburse City for the amount of Museum staff wages and monthly employee costs paid by City arising during the term of this agreement.

B. Port agrees to pay all Museum building maintenance costs, and to provide insurance on the Museum building.

Section 3. Effective Date, Term. This Agreement becomes effective on September 1, 2012, and shall remain in effect through June 30, 2013.

Section 4. Liability and Indemnification: Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the indemnitor's performance of this agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

Section 5. Insurance: Each party agrees to maintain insurance levels, 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. This agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 6. Compliance With Laws: Each party agrees to comply with all local, State and Federal ordinances, statutes, laws and regulations that are applicable to the services provided under this agreement.

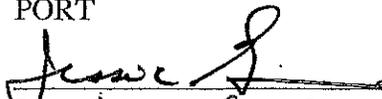
Section 7. Attorney Fees: In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

Section 8. Final Agreement; Modification: This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. This Agreement may be modified only by a writing signed by both parties' duly authorized representatives.

CITY

  
By: Lance Groves  
Date: 10-22-2012

PORT

  
By: Jessie Groves  
Date: 10/4/12